

# General Terms and Conditions of Purchase

## 采购条款条件

### 1. GENERAL 总则

These General Terms and Conditions of Purchase (the "Terms and Conditions") apply to all orders and confirmation of orders for, and the subsequent purchase of goods (the "Goods") and or services (the "Services") by AkzoNobel ("AkzoNobel") from the supplier (the "Supplier"). The signing or (tacit) acceptance of any documents to which other terms and conditions have been declared applicable by AkzoNobel, will not be deemed to imply acceptance of those terms and conditions.

本一般采购条款和条件("条款和条件")适用于阿克苏诺贝尔("阿克苏诺贝尔")从供应商("供应商")处购买货物("货物")和/或服务("服务")的所有订单, 订单确认和后续采购。签署或(默许)接受阿克苏诺贝尔已宣布适用的其他条款和条件的任何文件, 将不被视为意味着接受这些条款和条件。

In case Supplier and AkzoNobel have entered into a master agreement and in case there is any conflict/ inconsistency or discrepancy between the Purchase Order or Terms and Conditions and the master agreement, then unless otherwise expressly provided, the master agreement shall supersede and prevail.

如果供应商和阿克苏诺贝尔已签订主协议, 并且采购订单或条款和条件与主协议之间存在任何冲突/不一致或差异, 则除非另有明确规定, 否则将以主协议为准。

### 2. PURCHASE AND DELIVERY OF GOODS OR SERVICES. Supplier agrees to supply and deliver the Goods to AkzoNobel and to perform the Services, as applicable, on the Terms and Conditions set out herein. Delivery will take place in accordance with the delivery date and delivery point as specified in the relevant Purchase Order, on "Delivery Duty Paid" (D.D.P.) or other basis under the ICC Incoterms 2020 or any later version thereof applicable at the time of ordering. Time of delivery will be of essence.

**购买和交付货物或服务。** 供应商同意按此处规定的条款和条件向阿克苏诺贝尔提供和交付货物, 并履行服务(如适用)。交付将按照相关采购订单中指定的交付日期和交付地点, 按照国际商会贸易术语解释通则 2020 或其任何版本在订购时适用的"税后交货"(DDP)或其他术语交付。交货时间至关重要。

No change of the delivery date(s) or point shall be binding on AkzoNobel unless AkzoNobel has agreed to the same in writing. If delivery is late or delayed, AkzoNobel reserves the right to reject the Goods and/or Services, procure the same elsewhere and hold the Supplier accountable for all costs, losses, damages and expenses incurred by AkzoNobel. In the event of shortage in the delivered Goods, if AkzoNobel accepts the delivery an adjustment shall be made to the purchase price for the shortage. In no event will AkzoNobel be required to pay for any quantity of Goods or quality of Services in excess of what it had ordered.

除非阿克苏诺贝尔书面同意, 否则交货日期或交货地点的变更对阿克苏诺贝尔没有约束力。如果延迟或延期交货, 阿克苏诺贝尔保留拒绝货物和/或服务、在别处采购相同货物和/或服务的权利, 并要求供应商对阿克苏诺贝尔产生的所有成本, 损失, 损害和费用负责。在所交付的货物短缺时, 如果阿克苏诺贝尔接受交付, 则应对短缺的购买价格进行调整。在任何情况下, 阿克苏诺贝尔都不会被要求支付超出其订购的数量要求或质量要求的货物或服务。

### 3. PURCHASE ORDERS. Goods and/or Services shall be purchased under these Terms and Conditions in accordance with the purchase orders placed by AkzoNobel from time to time at AkzoNobel's discretion (each a "Purchase Order"). Notwithstanding the quantity, AkzoNobel shall not be obliged to purchase any goods or services other than the quantities of Goods and/or Services covered by the Purchase Order(s). Each Purchase Order shall specify the quantity of Goods or Services ordered by AkzoNobel, AkzoNobel's receiving location(s) and the date(s) AkzoNobel requires delivery of the Goods and/or Services at AkzoNobel's receiving location(s). Purchase Orders may, at AkzoNobel's discretion, also specify marking instructions, packaging, method of shipment, routing instructions or other special requirements. Each Purchase Order shall be deemed accepted by Supplier unless Supplier notifies AkzoNobel in writing within twenty-four hours that Supplier rejects the Purchase Order.. AkzoNobel may, by written notice given prior to shipment of the Goods and/or Services covered by a Purchase Order, cancel or make changes to the Purchase Order. If any such change fails to conform to these Terms and Conditions, Supplier shall immediately notify AkzoNobel; otherwise, the change will be deemed accepted by Supplier.

**采购订单。** 货物和/或服务应按照阿克苏诺贝尔根据自己的决定不时下达的采购订单(分别简称"采购订单")根据本条款和条件进行购买。尽管规定了购买数量, 但除了订单所注明的货物和/或数量以外, 阿克苏诺贝尔没有义务购买任何货物或服务。每一份采购订单都将注明阿克苏诺贝尔订购的货物或服务数量、阿克苏诺贝尔的收货地址以及阿克苏诺贝尔要求在其收货地址进行交付货物和/或服务的日期。阿克苏诺贝尔还可以根据自己的决定, 在采购订单上注明标识说明、包装、运输方法、路线说明或其他特殊要求。除非供应商在 24 小时之内书面通知阿克苏诺贝尔拒绝订单, 否则每一份采购订单都将被视为供应商已接受。阿克苏诺贝尔可通过在装运采购订单涵盖的货物和/或服务前发送书面通知, 取消或修改采购订单。如果对采购订单所作的任何此类修改违反了本条款和条件, 供应商应立即通知阿克苏诺贝尔; 否则, 将视为供应商接受了此类修改。

### 4. PRICE. Unless AkzoNobel and Supplier agree otherwise in writing instead or are subject to such an agreement on their behalf, the price for the Goods and/or Services shall be as set forth in the Purchase Order. The price shall include all applicable VAT, purchase, use and other taxes. Supplier shall pay, or if AkzoNobel makes payment shall promptly reimburse AkzoNobel for, all such taxes. Supplier warrants that the prices charged to AkzoNobel are Supplier's lowest prices for the Goods and/or Services. If Supplier offer to sell, or sells, any Goods and/or Services to a third party during the duration of these Terms and Conditions, at a lower price than the price charged to AkzoNobel, Supplier shall promptly reduce its price for such Goods and/or Services to AkzoNobel to match such lower price. For the duration of these Terms and Conditions a third party offers to sell similar Goods and/or Services to AkzoNobel at a price that is lower than the price charged by Supplier under these Terms and Conditions, upon demand from AkzoNobel Supplier shall either reduce its price for the Goods and/or Services to match such lower price or permit AkzoNobel (at its discretion) to purchase such lower priced Goods and/or Services and reduce its purchases from Supplier under these Terms and Conditions without liability to Supplier.

**价格。** 除非阿克苏诺贝尔和供应商另行书面同意, 或受制于该两方另行签署的协议, 货物和/或服务价格应当如同采购订单约定。该等价格应当包含所有适用的增值税、销售、使用和其他税费。供应商应当支付此类税费; 如果阿克苏诺贝尔支付了此类税费, 供应商应立即向阿克苏诺贝尔作出偿付。供应商保证给阿克苏诺贝尔的价格是该货物和/或服务的最低价格。在本条款和条件有效

期内，如果供应商以更低的价格向第三方试图或实际出售任何货物和/或服务，那么，供应商应当立即降低卖给阿克苏诺贝尔的货物和/或服务价格，达到相同的低价。在本条款和条件有效期内，如果第三方提出以低于本协议定价的价格向阿克苏诺贝尔出售同种货物和/或服务，那么供应商应当按照阿克苏诺贝尔的要求将价格降至上述更低价格，或者允许阿克苏诺贝尔（根据自己的决定）购买价格更低的上述货物和/或服务，减少从供应商处购买货物和/或服务的数量，并且对供应商不承担任何责任。

Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by AkzoNobel. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet AkzoNobel's requirements, and at a minimum shall reference the applicable Purchase Order. Unless otherwise stated in the Purchase Order, payment of the undisputed portion of properly rendered invoices due on the fourth business day of the next month following 90 days upon date of invoice. Invoices for Goods shall not issue prior to the date the Goods are delivered to AkzoNobel's delivery location. AkzoNobel shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the Purchase Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, AkzoNobel agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

除非阿克苏诺贝尔事先书面同意，否则采购订单中未明确规定的提价或收费将无效。供应商将及时开具所有发票。供应商交付的所有发票必须符合阿克苏诺贝尔的要求，并且至少应提及相应的采购订单。除非采购订单中另有约定，自发票日期 90 天后的下个月的第四个工作日支付正确提交的发票的无争议部分。货物发票不得早于货物交付至阿克苏诺贝尔的交付地点前出具。阿克苏诺贝尔有权保留任何发票金额有真诚善意争议部分的付款，直到当事方就此类争议金额达成协议，并且这种对有争议金额的扣留不应被视为违反采购订单，也不应就此金额被收取任何利息。尽管有前述规定，阿克苏诺贝尔同意在此处指定的时间段内，支付有争议的发票中无争议部分的金额。

For security reasons any request by Supplier to pay to a bank account other than the bank account registered in Akzo Nobel's system will be addressed by AkzoNobel only after 3 months upon such request. In the meantime Supplier agrees that payments to the existing bank account number shall be considered as legally fully paid. Supplier also agrees that payment to the new bank account requested by Supplier will also be considered as legally fully paid.

出于安全原因，供应商提出向阿克苏诺贝尔系统中登记之银行账户以外的银行账户付款的任何请求，阿克苏诺贝尔将仅在此类请求提出后 3 个月后予以处理。同时，供应商同意向现有银行帐号支付的款项应被视为合法全额支付。供应商还同意，向供应商要求的新银行账户支付的款项也将被视为合法全额付款。

5. **RISK OF LOSS AND TITLE.** Risk of loss will pass to AkzoNobel on the delivery point stated in the Purchase Order in accordance with the mutually agreed Incoterm hereunder. Title to the Goods and/or Services will pass to AkzoNobel at the time risk of loss passes to AkzoNobel hereunder.

**损失风险与所有权。** 损失风险将在遵循双方同意的贸易术语的采购订单中规定的交货地点转移给阿克苏诺贝尔。货物和/或服务的所有权将在损失风险转移给阿克苏诺贝尔时转交给阿克苏诺贝尔。

6. **WARRANTY AGAINST INFRINGEMENT.** Supplier warrants that the Goods and/or Services, the purchase of the Goods and/or Services, and the typical uses of the Goods (and, if different and known to Supplier, AkzoNobel's specific use of the Goods), either alone or in combination with other materials, does not and will not infringe or contribute to the infringement of any patent, trademark, copyright or other intellectual property right.

**针对侵权的保证。** 供应商保证，该货物和/或服务，该货物和/或服务的购买以及该货物和/或服务的正常使用（若非正常使用，且阿克苏诺贝尔已告知供应商货物的特定用途），无论是单独使用，还是与其他材料配合，均不会侵犯或导致侵犯任何专利权、商标权、版权或其他知识产权。

7. **GOODS WARRANTIES.** Supplier warrants that at the time they are delivered to AkzoNobel's receiving facility and for their shelf life (or for Goods not having a shelf life for a reasonable period after delivery taking into account the nature of the Goods), the Goods shall: (i) conform to the Specifications; (ii) except to the extent conflicting with the Specifications (in which case the Specifications shall control) conform to all samples or descriptions provided to AkzoNobel; (iii) be free from defects in materials and workmanship; (iv) be merchantable; and (v) if Supplier has knowledge of AkzoNobel's intended use, be fit for such use. Supplier further warrants that the Good shall be properly packaged and labelled and that the Goods shall be free and clear of all liens and encumbrances and that Supplier shall transfer to AkzoNobel, at the time title to the Goods passes, good and marketable title to same. The warranties by Supplier set forth herein shall survive any inspection, testing, delivery or acceptance of, or payment by AkzoNobel for, the Goods.

**货物保证。** 在阿克苏诺贝尔的收货地点交货时和货物保质期内（对于无保质期的货物，考虑到货物的性能，在交货后的合理期限内），供应商对货物作出如下保证：(1)符合规格要求；(2)除非与规格相冲突(在这种情况下，应当以规格要求为准)，否则应与提供给阿克苏诺贝尔的所有样品或描述相一致；(3)材料和工艺无任何缺陷；(4)具有适销性；以及(5)如果供应商知道阿克苏诺贝尔对货物的预定用途，具有适用性。供应商还保证对货物进行妥善的包装和标识，货物无任何留置权和产权负担，并且保证在移交货物的所有权时一并向阿克苏诺贝尔移交完整的及可转让的权利。对货物进行检测、试验、交货或收货或者阿克苏诺贝尔付款之后，本协议所规定的供应商保证仍然有效。

8. **SERVICES WARRANTIES.** Supplier shall perform all Services by exercising that degree of skill, diligence, care, which would be expected from a professional service provider; and in accordance with all Specifications of the AkzoNobel's policies, guidelines and codes of conduct applicable to Supplier. The Supplier undertakes that while providing the Services he will use only personnel with the skills, training, expertise, and qualifications necessary to carry out such Services. AkzoNobel reserves the right to object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of AkzoNobel, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of AkzoNobel.

**服务保证。** 供应商应通过行使一个专业服务提供商期望的技能，勤奋和谨慎程度来执行所有服务；并遵守阿克苏诺贝尔适用于供应商的政策，准则和行为准则的所有规范。供应商承诺，在提供服务时，他只会使用具有执行此类服务所需的技能、培训、专业知识和资格的人员。如阿克苏诺贝尔合理认为供应商人员缺乏适当的技能或资格、行为不当、构成安全风险或危害或不称职或疏

忽大意，阿克苏诺贝尔有权对任何从事服务执行工作的供应商人员提出异议，供应商应在收到此类通知后立即将其从服务执行中撤职，未经阿克苏诺贝尔事先书面同意，不得在服务相关事项中重新雇用被撤职人员。

9. **COMPLIANCE WITH LAWS, RESPONSIBLE CARE®.** Supplier shall comply with, and Supplier represents and warrants that all Goods delivered to AkzoNobel are in compliance with, and were manufactured, packaged, labelled, shipped and sold in compliance with, the requirements of the Responsible Care® Global Charter and all applicable laws. Without limiting the generality of the foregoing, Supplier shall at all times comply with the AkzoNobel Business Partner Code of Conduct as published at the date of ordering on [www.akzonobel.com](http://www.akzonobel.com), all applicable laws, rules, regulations and statutory requirements that from time to time come into force that relate to labor and employment, safety, the environment, competition, anti-corruption and bribery and export controls and sanctions. Supplier, at its own expense, shall obtain and maintain all certifications, authorisations, licences and permits necessary to conduct its business and perform its obligations under these Purchase Order.

**遵守法律，责任关怀®。** 供应商应当遵守，并且供应商声明和保证交付给阿克苏诺贝尔的所有货物，以及该货物的制造、包装、标识、运输和出售均符合《责任关怀®全球宪章》和所有适用法律的要求。在不限制前述一般性的情况下，供应商在任何时候应遵守订单发布之时在 [www.akzonobel.com](http://www.akzonobel.com) 上的阿克苏诺贝尔商业伙伴行为准则，所有不时生效的法律、法规、规章和法定要求的与劳工和雇用、安全、环境、竞争、反腐败和贿赂、出口控制和制裁有关的法律（统称“法律”）。供应商应自担费用地获取和持有按照采购订单开展业务及履行其义务所需的全部证书、授权、许可和批准。

**COMPLIANCE WITH REACH POST-BREXIT:** It is a material condition that all deliveries to AkzoNobel under the Purchase Order must comply with (i) the EU REACH regulation (EC 1907/2006), and where Supplier is not the EU-27 manufacturer or importer Supplier is obliged to ensure that all substances delivered are registered by another actor in the supply chain based in the EU; and (ii) the draft UK-REACH regulations as set out in the Draft Statutory Instrument 2019 No. 000 (currently titled the REACH etc. (Amendment etc.) (EU Exit) Regulations 2019) should they be enacted and brought into force, or any other alternate UK Instrument or legislation in force in the UK which may apply to the goods stated on this purchase order, and Supplier shall ensure at no cost to us that the substances of the goods will be timely notified to, and registered with, the appropriate UK Authorities as prescribed by such Instruments or legislation, and that the goods further will be in accordance with the requirements of any such Instruments or legislation.

**遵守英国脱欧后规定。** 作为一个重要条件：所有在采购订单项下向阿克苏诺贝尔的交付都必须遵守(1) 欧盟 REACH 法规（EC 1907/2006），如果供应商不是 EU-27 制造商或进口商，则供应商有义务确保所交付的所有物质均已在欧盟供应链中的另一方进行注册；(2) 法规草案 2019 第 000 号（当前标题为 REACH 等（修正案等）（EU 出口）法规 2019）中的 UK-REACH 法规草案，如颁布或生效，或在英国生效的可能适用于此采购订单上所述货物的任何其他替代性的英国文书或法规。供应商应确保在不让我方产生费用的前提下，按照上述文书或法律的规定，将货物的物质及时通知适当的英国当局并进行注册，货物将进一步符合此类文书或法律的要求。

10. **INSPECTION AND REJECTION.** The Goods and/or Services (as applicable) are subject, at AkzoNobel's discretion, to inspection and testing by AkzoNobel before or after delivery. AkzoNobel's inspection, receipt and payment for Goods and/or Services shall not be deemed acceptance thereof by AkzoNobel. At its sole discretion, AkzoNobel may retain or reject non-conforming Goods. In the case of rejected Goods, AkzoNobel may, at Supplier's risk and expense, ship the Goods to Supplier and Supplier shall accept their return and, at AkzoNobel's option, Supplier shall (i) refund the purchase price (or if the price has not been paid issue a credit for the purchase price) of the Goods or (ii) promptly provide replacement conforming Goods. In the case AkzoNobel elects to retain non-conforming Goods, Supplier shall issue a partial refund or credit of the purchase price to AkzoNobel, as determined by good faith negotiations between the parties. Whether non-conforming Goods are retained or rejected, Supplier shall, promptly following AkzoNobel's demand, reimburse AkzoNobel for all costs, losses, damages, and expenses incurred by AkzoNobel with respect to such Goods. Any right exercised by AkzoNobel hereunder shall not be in limitation of any rights which AkzoNobel may have under these Terms and Conditions or under applicable law.

**检查与拒收。** 在交货前后，阿克苏诺贝尔可根据自己的决定对货物和/或服务（如适用）进行检查和测试。阿克苏诺贝尔对货物和/或服务的检查、收货和付款不得视为阿克苏诺贝尔对货物和/或服务的接受。阿克苏诺贝尔可根据自己的决定留下或拒收不合格货物。如果拒收货物，阿克苏诺贝尔可将货物运送给供应商并由供应商承担相关的风险和费用，供应商应当接受退货；按照阿克苏诺贝尔作出的选择，供应商应：(1) 向阿克苏诺贝尔退还货物的采购价款（如果阿克苏诺贝尔尚未付款，由供应商退还购买价款的信用额），或者(2) 立即将短缺的合格货物补齐。如果阿克苏诺贝尔选择将不合格货物留下，供应商应当按照双方经真诚协商所作的决定，向阿克苏诺贝尔退还部分采购价款或部分信用额。无论不合格货物被留下还是被拒收，供应商都应立即按照阿克苏诺贝尔的要求，偿付阿克苏诺贝尔所产生的与此类货物有关的所有成本、损失、损害和费用。阿克苏诺贝尔按照本条款所行使的任何权利均不限制阿克苏诺贝尔按照本条款和条件或适用的法律所享有的任何权利。

In the case of rejected Services, Supplier shall (i) refund the purchase price (or if the price has not been paid issue a credit for the purchase price) of the Services or (ii) promptly provide services to replace the non-conforming ones at no additional cost.

对于被拒绝的服务，供应商应(1) 退还服务的采购价款（或如果尚未支付价格，则退还采购价款的信用额），或(2) 立即提供服务以替换不合格的服务，且无需额外费用。

11. **SUPPLIER'S INDEMNITY.** Supplier shall fully defend, indemnify and hold harmless AkzoNobel and its affiliates, and their respective, officers, directors, employees, successors, assigns, contractors, customers, distributors, resellers, agents and representatives (the "Indemnified Parties") from and against any and all claims, lawsuits, damages, costs, losses, fines, penalties, legal fees and expenses ("Claims") resulting from or arising out of Supplier's negligence or breach of the Purchase Order and these Terms and Conditions (including without limitation any warranty) or any defects in the Goods or non-conformity of the Services.

**供应商的赔偿。** 供应商应当为阿克苏诺贝尔及其关联公司及其各自的职员、董事、员工、继任者、受让人、承包商、客户、经销商、转售商、代理商和代表（统称“被赔偿方”）提供全力的辩护、赔偿和保护，使其免受因供应商的过失、违反采购订单及本条款和条件（包括但不限于违反任何保证）或任何货物缺陷或服务不合格所导致的任何及全部的索赔、诉讼、损害、成本、损失、罚金、处罚、法律费用和开支（统称“索赔”）。

12. **SET OFF.** AkzoNobel may set off any loss, damage, liability or claim that AkzoNobel or any of its affiliates may have against Supplier against any performance or payment due to Supplier under the Purchase Order.

**抵销。**阿克苏诺贝尔可以利用采购订单规定的任何履约或付款义务来抵消其或其任何关联公司可能给供应商造成的任何损失、损害、债务或索赔。

13. **REMEDIES.** The remedies reserved herein by AkzoNobel are cumulative and are in addition to any other or further remedies provided in law or equity. No waiver of any breach by AkzoNobel or any delay by AkzoNobel in the enforcement of any Purchase Order or any provision of these Terms and Conditions shall constitute a waiver of any other prior, concurrent or subsequent breach of the same or any other provision of the Purchase Order or these Terms and Conditions.

**补救。**阿克苏诺贝尔依据本协议享有的补救权利是可以累积的，除此以外，还享有法律或平衡法所规定的其他补救权利。阿克苏诺贝尔豁免任何违约行为或阿克苏诺贝尔延期执行任何采购订单或本条款和条件的任何规定方面均不构成对任何其他先前、同时或随后违反采购订单或本条款和条件的相同或任何其他规定的放弃。

14. **SAFETY.** If any of Supplier's employees, agents, or representatives ("Supplier Personnel") enter upon AkzoNobel's premises Supplier shall ensure that such Supplier Personnel abide by and follow all applicable laws and all health, safety, and other rules and regulations established by AkzoNobel. Supplier shall be fully responsible for the conduct of Supplier Personnel while on AkzoNobel's premises. Supplier shall fully indemnify and hold harmless the Indemnified Parties from all Claims resulting from or arising out of any bodily injury or death to any of Supplier Personnel sustained upon AkzoNobel premises.

**安全性。**如果供应商的员工、代理商或代表（统称“供应商人员”）进入阿克苏诺贝尔的场所，供应商应确保上述供应商人员遵守所有法律以及阿克苏诺贝尔制定的所有健康、安全和其他规则和规定。供应商应当对供应商人员在阿克苏诺贝尔场所的行为负全责。供应商应当向被赔偿方提供保护并作出全面补偿，使被赔偿方免受因供应商人员在阿克苏诺贝尔场所逗留期间的任何人身伤害或死亡所导致的任何索赔。

15. **LIMITATION OF LIABILITY.** Except for damages that are the result of the gross negligence or wilful misconduct of a party, in no event will AkzoNobel be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to the Purchase Order or these Terms and Conditions.

**责任限制。**除因一方的重大过失或故意的不当行为而造成的损害外，阿克苏诺贝尔在任何情况下均不对另一方或任何其他人承担任何间接、偶然、后果性或惩罚性的损害赔偿，包括任何利润损失，数据，商誉或与采购订单或本条款和条件相关的任何商机。

16. **FORCE MAJEURE, ALLOCATION.** Neither Party will be liable in any respect for failure to perform its obligations under the Purchase Order if prevented by war (declared or undeclared), national emergency, fire, flood, windstorm or other act of God, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the control of the affected Party (each a "Force Majeure"). During any period of shortage due to a Force Majeure, Supplier shall allocate its available supply of Goods such that, on a percentage basis, the reduction in the quantity of Goods available for AkzoNobel is no greater than the overall reduction in Goods available for sale by Supplier. In the event that the duration of a Force Majeure exceeds sixty (60) days or is reasonably expected to exceed sixty (60) days, AkzoNobel may terminate the Purchase Order, without liability, by giving written notice of termination to Supplier.

**不可抗力、分配。**如果由于战争（无论是否宣战），国家紧急情况，火灾，洪水，暴风或其他天灾，或者任何政府（无论是外国、本国或当地政府，也无论是否有效）的法令或行为，或受影响方无法控制的任何其他类似原因或其他原因（分别称为“不可抗力”）而导致无法履行采购订单项下的义务，任何一方均不承担责任。在不可抗力导致的短缺期内，供应商应当对其可供应的货物进行分配，使可供应给阿克苏诺贝尔的货物数量的按比例减少幅度不大于供应商可销售货物的减少幅度。如果不可抗力的持续时间超过六十（60）天或经合理预测将超过六十（60）天，那么阿克苏诺贝尔可以通过向供应商发送书面通知来终止采购订单并且不承担任何责任。

17. **CONFIDENTIALITY.** All data or information obtained by Supplier from or concerning AkzoNobel, whether obtained verbally, in writing or otherwise shall be and shall remain the property of AkzoNobel. Supplier shall not disclose said information to any third party, shall use said information solely for the purpose of performing these Terms and Conditions and shall make said information available only to such of its personnel as have a need to know said information for said purpose. Supplier shall not disclose or refer to any part of the Purchase Order in any external communication or in any publication without the prior written consent of AkzoNobel. Neither Supplier nor any of its affiliates shall in any way use or cause to be used the name or mark AkzoNobel, or any AkzoNobel logo or trademark or any mark or name resembling them for any purpose including but not limited to advertisements, sales promotion materials or publications of any kind without the prior written consent of AkzoNobel. Supplier shall not advertise or publish that Supplier does business with AkzoNobel without the prior written consent of AkzoNobel.

**机密性。**供应商从阿克苏诺贝尔获取的（无论是通过口头、书面，还是其他方式获取的）或者与阿克苏诺贝尔有关的所有数据或信息均为阿克苏诺贝尔的财产。供应商不得向任何第三方披露上述信息，只能将上述信息用于履行本条款和条件的目的，并且只能向需要获知并用于上述目的的人员提供此类信息。在任何外部通讯或出版物中，事先未经阿克苏诺贝尔书面同意，供应商不得披露或提及采购订单的任何部分。在任何情况下，事先未经阿克苏诺贝尔书面同意，供应商或其任何关联公司不得以任何方式或出于任何目的使用或导致使用阿克苏诺贝尔的任何名称或标识、标志、商标或与之相类似的任何标识或名称，包括但不限于任何广告、促销材料或出版物。事先未经阿克苏诺贝尔书面同意，供应商不得宣传或发布其与阿克苏诺贝尔开展业务的消息。

18. **TERMINATION.** Notwithstanding the duration of the Purchase Order, AkzoNobel may cancel the Purchase Order upon written notice to Supplier with immediate effect if (i) there is a change in the management, ownership or control of Supplier; (ii) Supplier commits a material breach of the Purchase Order or these Terms and Conditions or (iii) Supplier enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of Supplier or for the granting of an administration order in respect of Supplier, or if Supplier suffers any event or step analogous to the steps and events set out in the foregoing in any jurisdiction. No cancellation will relieve Supplier of any breach of the Purchase Order.

**终止。**尽管规定了有效期，但在下列情况下，阿克苏诺贝尔可以书面通知的方式告知供应商取消采购订单并立即生效：(1) 供应商的管理层、所有权和控制权出现变动；(2) 供应商实质性违反了采购订单或本条款；或 (3) 供应商进入清算程序（无论是主动或被动），仅出于重组或合并目的的有偿债务能力的主动清算除外，或者为企业或企业的任何部分指定了接收人和/或管理人、行政接管人，或者就供应商破产停业或颁布与供应商有关的行政命令通过决议或提交法院申请，或者供应商在任何司法管辖区遭受与上述事件和措施相同的事件或措施。即使采购订单取消，供应商仍需承担其违反采购订单的责任。

19. **ASSIGNMENT AND SUBCONTRACTING.** Supplier may not delegate, assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Purchase Order, nor sub-contract or novate any or all of its obligations under the Purchase Order without prior written consent from AkzoNobel. AkzoNobel may assign, transfer, hold on trust or deal in any other manner with the benefit of all or any part of the Purchase Order, or sub-contract or novate any or all of its obligations under the Purchase Order without Supplier's consent.  
**转让和转包。** 事先未经阿克苏诺贝尔书面同意, 供应商不得委托、让予、转让、授予任何担保权益、托管或以任何其他方式处置采购订单的全部或部分利益, 也不得转包或移交采购订单项下的任何或全部义务。在未经供应商同意的情况下, 阿克苏诺贝尔可以让予、转让、授予任何担保权益、托管或以任何其他方式处置采购订单的全部或部分利益或转包/移交采购订单项下的任何或全部义务。
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing in the Purchase Order and these Terms and Conditions will confer any benefit or right upon any third party except for the Parties' successors or permitted assignees.  
**无第三方受益人。** 除双方的继承人或获得允许的受让人之外, 采购订单和本条款的任何条款均不会向任何第三方授予任何利益或权利。
21. **RELATIONSHIP OF THE PARTIES.** Nothing in the Purchase Order and these Terms and Conditions and no action taken by the Parties under the Purchase Order and these Terms and Conditions will constitute a partnership, joint venture or agency relationship between the Parties.  
**双方的关系。** 不得将采购订单和条款和条件或双方依据采购订单和本条款和条件采取的任何行为视为双方之间建立伙伴、合资或代理关系。
22. **COSTS AND EXPENSES.** Each Party will pay its own costs relating to the negotiation, preparation, execution and performance of these Terms and Conditions.  
**费用与开支。** 双方应各自支付与本条款和条件的协商、准备、签署和履行有关的费用。
23. **ENTIRE AGREEMENT.** Without prejudice to Clause 1 above, The Parties may use Purchase Orders, releases, acknowledgements or other forms in connection with the purchase of Goods and/or Services under these Terms and Conditions. Each Party acknowledges that, in entering into these Terms and Conditions, it has not relied on any statement, representation, warranty or contract of the other Party other than as expressly contained in these Terms and Conditions.  
**完整协议。** 在不影响上述第 1 条的前提下, 双方可以根据本条款和条件在购买货物和/或服务时使用采购订单, 发布, 确认或其他形式。双方确认, 在签署本条款和条件时并未依赖本条款和条件未明确包含的另一方所作的任何声明、陈述、保证或同意。
24. **AMENDMENTS.** Any amendment or variation to these Terms and Conditions must be in writing and signed by authorized representative(s) of both Parties.  
**修改。** 对本条款和条件进行的任何修改或变更必须采用书面方式并由双方授权代表签字。
25. **WAIVER.** No failure or delay by either Party in exercising any right or remedy provided under these Terms and Conditions or by law will constitute a waiver of that or any other right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. No waiver under these Terms and Conditions is effective unless it is in writing and signed by authorized representative(s) of both Parties.  
**弃权。** 任何一方未能或延迟行使本条款和条件或法律授予的任何权利或补救权, 均不构成对此等权利或任何其他权利或补救权的放弃, 而且任何单独地或部分地行使任何权利或补救权, 均不会妨碍进一步行使该权利或任何其他权利或补救权。除非由双方授权代表签订书面协议, 否则本条款和条件项下的任何弃权均无效。
26. **SEVERABILITY.** If any provision in the Purchase Order or these Terms and Conditions, for any reason, is invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of these Terms and Conditions or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal or unenforceable, the Parties will negotiate in good faith to modify these Terms and Conditions to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.  
**可分割性。** 如果采购订单和本条款的任何条款的全部或部分出于任何原因在任何司法管辖区内无效、不合法或无法执行, 那么此类无效、不合法或无法执行性不会对本条款和条件的任何其他条款构成影响或导致该条款在任何其他司法管辖区内无效或无法执行。一旦确定任何条款无效、不合法或无法执行, 双方应通过真诚的协商来修改本条款和条件, 以双方都接受的方式尽可能地实现双方的初始意愿, 以便尽最大可能地依照初始意愿完成本条款拟进行的交易。
27. **NOTICES.** All notices provided in connection with these Terms and Conditions will be in writing and will be deemed to have been given (a) when delivered by hand; (b) when delivered if sent by an internationally recognized commercial courier; (c) on the third (3<sup>rd</sup>) day after the first post-mark of the sender's postal service if sent by first class mail, postage prepaid (return receipt requested, if available). The notices must be sent to the respective Parties at the address of the contact person set forth in the "Description of the Parties" (or at such other address for a Party as will be specified in a notice given in accordance with this Section).  
**通知。** 所发送的与本条款和条件有关的所有通知必须采用书面形式并在下列情况下被视为已送达: (a) 由专人递送; (b) 由国际知名的快递公司寄送; 或者(c)若是使用普通信件、邮资预付信件(要求附回收据, 如有), 在发件人的邮局加盖首个邮戳之日后的第三(3)日被视为送达。通知必须发送至“当事方说明”中所载明的当事方的地址(或按照本部分的要求而发送的通知中载明的一方其他此类地址)。
28. **HEADINGS.** All headings and titles in these Terms and Conditions are inserted for convenience only and are not a part of these Terms and Conditions and will not affect the interpretation of these Terms and Conditions.  
**标题。** 本条款和条件插入的所有标题和题目仅出于方便之目的, 不属于本条款和条件的组成部分并且对本条款和条件的解释不构成影响。
29. **ANNOUNCEMENTS.** Unless otherwise required by law, a court or any governmental or regulatory authority, no announcement concerning the transaction contemplated by these Terms and Conditions or any ancillary matter will be made by either Party without the prior written consent of the other Party. In cases where an announcement is required by law, a court or any governmental or regulatory authority, the Party concerned will take all such steps as may be reasonable and practicable in the circumstances to agree to the contents of such announcement with the other Party before making such announcement.

**公告。**除法律、法院或任何政府或监管机构另有要求，否则事先未经另一方书面同意，任何一方均不得发表与本条款和条件所述交易或附带事宜有关的任何公告。如果按照法律、法院或任何政府或监管机构的要求发布公告，相关的一方应在发表此类公告之前，采取一切合理且可行的措施与另一方商定此类公告的内容。

30. **LANGUAGE.** These Terms and Conditions is drafted in the English language. If these Terms and Conditions has been translated into multiple languages, the English language text will prevail. Each notice, demand, or other communication under or in connection with these Terms and Conditions must be in English or accompanied by an English translation and certified by an officer of the Party giving notice to be accurate.

**语言。**本条款和条件使用英语进行起草。如果本条款和条件被翻译成多种语言版本，应当以英语版本为准。与本条款和条件有关的所有通知、要求或其他通信都必须使用英语撰写或附有经通知发送方认证为准确的英语译文。

31. **INTERPRETATION.** These Terms and Conditions will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. In these Terms and Conditions: (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and assigns; (ii) words in the singular include the plural and vice versa; (iii) a reference to one gender includes the other gender; (iv) any reference to a "day" means a period of twenty-four (24) hours running from midnight to midnight and any reference to "business day" means a day other than a Saturday, Sunday or public holiday in the city in which the address of the AkzoNobel contact identified in these Terms and Conditions is located; and (v) any references to times of day are to the time of day in the city in which the address of the AkzoNobel contact identified in these Terms and Conditions is located.

**解释。**在理解本条款和条件时，不考虑对起草文件或导致文件被起草的一方的、需要理解或解释的任何推定或规则。在本条款和条件中：(1)人包括自然人、法人或非法人团体（无论是否拥有独立的法律人格）和该人的个人代表、继承人和受让人；(2)单数词包含复数含义，反之亦然；(3)所提到的某种性别同时包含另一种性别；(4)所提到的“一天”是指从午夜到第二天午夜的二十四（24）小时，并且提到的“工作日”是指除星期六、星期日或本条款和条件所认定的阿克苏诺贝尔的地址所在城市的公共假期之外的一天；并且(5)所提到的某一天的时间是指本条款和条件所认定的阿克苏诺贝尔的地址所在城市某一天的时间。

32. **SURVIVAL.** No termination, completion, termination, expiration or cancellation of these Terms and Conditions or any Purchase Order shall terminate or extinguish any rights or remedies of AkzoNobel, including all warranties and indemnities provided by Supplier, all of which shall survive.

**存续。**本条款和条件或任何采购订单的终止、完成、结束、期满或取消，不会导致阿克苏诺贝尔的任何权利或补救权（包括供应商作出的所有保证和赔偿）的终止或取消，所有上述权利将继续有效。

33. **LAW AND DISPUTE RESOLUTION.** The Purchase Order and these Terms and Conditions and all disputes arising out of or relating in any way to performance under the Purchase Order and these Terms and Conditions, including disputes involving the parent company, subsidiaries or affiliates of any party to the Purchase Order and these Terms and Conditions, will be governed by the laws of the country and, if applicable, state or province, in which AkzoNobel's address (as stated on the first page of the Purchase Order) is located, excluding always the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute arising under or relating to the Purchase Order and these Terms and Conditions will be resolved in the following manner. Either party may institute the dispute resolution process by sending to the other a notice of the dispute (the "Dispute Notice"), stating the nature of the dispute and the Party's position in reasonable detail. The other Party shall, within fifteen (15) days of the date of the Dispute Notice, respond in writing (the "Dispute Response") stating the responding Party's position with respect to the dispute in reasonable detail. Within thirty (30) days of the date of the Dispute Response senior representatives of the Parties shall meet in good faith and attempt to resolve the dispute. If they are unable to resolve the dispute within sixty (60) days of the date of the Dispute Response, either Party may bring suit in the courts (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute that are located in the city in which AkzoNobel's address (as stated on the first page of the Purchase Order) is located. (Provided, however, that if no court having jurisdiction over the subject matter of the dispute is located in such city, suit may be brought in the court (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute closest to such city.) Each Party consents and agrees to the jurisdiction and venue of such courts and agrees that all disputes arising out of or relating in any way to performance under the Purchase Order and these Terms and Conditions, including disputes involving the parent company, subsidiaries or affiliates of any Party to the Purchase Order and these Terms and Conditions which are not resolved by agreement of the Parties shall be resolved exclusively in such courts and those courts having appellate level review over the decisions and rulings of such courts.

**法律和争端解决。**除《联合国国际货物销售合同公约》和指导应用任何其他司法管辖区法律的任何法律选择规范以外，采购订单和本条款的以及因履行采购订单和本条款导致的或与履行本条款有关的所有争端（包括与采购订单和本条款任何一方的母公司、子公司或关联公司有关的争端）均受阿克苏诺贝尔的地址（如采购订单第一页所述）所在的国家、州或省（如适用）的法律管辖。采购订单和本条款引发的或与之相关的任何争端都应采取如下方式解决。通过向另一方发送关于争端的通知（简称“争端通知”）并尽可能详细地说明争端的性质和自己的见解的方式，任何一方都可以发起争端解决流程。在收到争端通知的十五（15）日内，另一方应当作出书面响应，尽可能详细地说明自己对争端的见解（简称“争端响应”）。在争端响应后的三十（30）日内，双方的高级代表应当本着诚意进行会晤并努力解决该争端。如果无法在争端响应后的六十（60）日内解决争端，任何一方可以向阿克苏诺贝尔地址（如采购订单第一页所述）所在城市的对争端事由拥有司法管辖权的法院（联邦、国家、州、省或本地）提起诉讼。（然而，如果对 T 争端事由拥有司法管辖权的法院不位于上述城市，那么可以向离该城市最近的对争端事由拥有司法管辖权的联邦、国家、州、省或本地法院提起诉讼。）双方同意并就此类法院的司法管辖权和地点达成一致，并且同意由于以任何方式履行采购订单和本条款所引发的或相关的所有争端（包括涉及采购订单和本条款任何一方的母公司、子公司或关联公司的、未能通过双方协商解决的争端）都将专门交由此类法院或对此类法院的决定和判令拥有审查权限的上诉法院解决。