

## 阿克苏诺贝尔销售条款和条件-CN

## 销售条款和条件

1. 范围：在本条款和条件中，“阿克苏诺贝尔”指上述向买方销售产品的阿克苏诺贝尔实体。“买方”指从阿克苏诺贝尔购买产品的买方。“产品”是指阿克苏诺贝尔向买方出售的所有货物。除非阿克苏诺贝尔和买方就产品出售达成详细的产品销售协议，否则，阿克苏诺贝尔出售或另行提供的所有产品仅在本销售条款和条件基础上出售或提供。除非阿克苏诺贝尔书面明确同意，否则，其他不同或补充条款或条件并不适用。
2. 要约/承诺：阿克苏诺贝尔报价单并不构成一份要约，而是向买方出具的一份要约邀请。在所有情形下，买方要约应被视为基于本销售条款和条件。仅在阿克苏诺贝尔接受买方要约时，协议方生效。
3. 交货/风险转移：应根据在接受订单之日最新有效的国际贸易术语解释通则解释交货条款。除非阿克苏诺贝尔另行书面同意，否则，交货条件应为工厂交货。在阿克苏诺贝尔发运设施处，将产品交付给买方或承运人时，产品中的损失风险将随之转移至买方。
4. 数量变更：买方应按照实际交付的货物数量付款，不得基于数量变更（其中，该等变更比例不得超过订购数量的10%）而拒绝任何产品交付。
5. 价格和付款：除非双方另行规定，否则，产品价格应为阿克苏诺贝尔所报的价格。阿克苏诺贝尔将就向买方出售的所有产品向买方开具发票。买方应按照发票上所示的币种和数额，在订单注明的付款期限以内向阿克苏诺贝尔支付全部款项。买方不得因为冲抵、反诉、折扣或类似扣减而扣缴应向阿克苏诺贝尔支付的任何款项。一经要求，买方应立即偿付阿克苏诺贝尔因收取任何买方应付款项而发生或花费的一切成本，包括收款机构和代理人费用。延迟付款自动按照中华人民共和国同期全国银行间同业拆借中心公布的贷款市场报价利率的四倍收取延期利息，恕不事先通知；延期利息自应付款到期日起算。上述权利并不影响阿克苏诺贝尔所享有的其他权利和救济，且不会发生任何罚款或责任。阿克苏诺贝尔有权在向买方发出书面通知后，暂停履行其在合同项下义务的履行，直至买方就实际交付和提供但未付款的产品全额支付所有未付款项为止。
6. 所有权保留：阿克苏诺贝尔保留产品所有权，直至买方向阿克苏诺贝尔支付所有应付金额为止。
7. 质保/买方权利：阿克苏诺贝尔向买方保证：在损失风险转移时，产品符合阿克苏诺贝尔标准产品规格或阿克苏诺贝尔和买方明确书面同意的其他规格（“规范”）。本保证为阿克苏诺贝尔所提供的唯一保证。阿克苏诺贝尔未就产品、产品的应用使用或其他任何方面及其使用或其他方面，作出任何其他保证，无论明示或暗示的、书面或口头的，该等保证包括对于产品的适销性或适用于特定目的或不侵权的暗示的保证，且阿克苏诺贝尔特此否认每项上述保证。如果产品不符合前述保证，则阿克苏诺贝尔将有权决定维修或替换该产品或退还产品价格，并且，在选择如此行事情形下，不再承担其他责任。买方必须在买方知悉索赔后的7日内（但是，在任何情形下，都不得晚于向买方交付产品之日后的30日），通知阿克苏诺贝尔关于该等产品不合格的索赔。如果买方未能在前款规定的时间内通知阿克苏诺贝尔该等索赔，将被视为买方放弃该等索赔权利。阿克苏诺贝尔未就向买方提供的任何服务做出任何性质的保证，亦不就该等服务承担任何责任。
8. 责任限制：对于买方未能行使有效质量控制或未能按照阿克苏诺贝尔规定的指示或行业标准而存储、使用或另行处理产品所发生的任何损失或损害，阿克苏诺贝尔不承担任何责任。阿克苏诺贝尔不向买方承担无论基于合同、侵权（包括过失）、违反法定职责或其他原因而造成的任何利润损失、业务损失、价值缩水或商誉损耗，或任何间接、偶然、特殊、惩戒性、惩罚性或后果性的损失或损害。阿克苏诺贝尔向买方承担的因产品供应引起的或与之相关的总体责任均不得超过所购产品的价格或20万欧元（#200,000），以较低者为准。但本条款任何内容不会限制或排除阿克苏诺贝尔就根据法律规定阿克苏诺贝尔不能进行责任排除或限制的任何事项所应承担之责任。
9. 不可抗力：如果阿克苏诺贝尔直接或间接地受到战争（不论是否宣战）、国家紧急情况、不足的运输设施、机械或设备故障、阿克苏诺贝尔无法按其可接受的条款和条件取得产品制造所用的原材料、物料、燃料或电力，以及火灾、水灾、风暴或其他天灾、罢工、停工或其他劳动争议、任何政府的命令或行为（无论是国外、国家或地方，也无论是有效或无效），或任何其他类似或不同种类的超出了阿克苏诺贝尔合理控制的原因（各称为“不可抗力”）的妨碍或阻碍而未履行其义务，则阿克苏诺贝尔在任何方面不应承担任何责任。阿克苏诺贝尔并无义务从其他来源采购任何产品，并且，可在其可能认为公平和可行的基础上，在其集团成员（包括自身）及其客户、购买方、分销商和转销商之间分配可用的产品供应。如果不可抗力持续期限超过六（6）个月，或合理预计将超过六（6）个月，则阿克苏诺贝尔有权停止履行其向买方供应产品的义务，且买方不因此而享有任何赔偿权。
10. 出口管制：买方不得直接或间接出售、出口、转出口、许可、传输或转移或以其他方式直接或间接转让产品或与产品相关的任何信息或技术，除非适用法律和法规（包括但不限于：联合国、美国和欧盟的适用出口管制法律和法规，以及买方所在国家的法律和法规）另行规定外。买方确认将：(i) 采取一切必要的措施，以遵守上述法律和法规，包括：在必要时，获取相关的出口和其他许可，以及(ii) 不会采取可能使阿克苏诺贝尔违反上述法律的任何行为。
11. 终止：与买方达成的关于按照本销售条款和条件交付产品的协议并不会致使阿克苏诺贝尔因未能接受后续订单承担责任。阿克苏诺贝尔时刻有权终止该等关系。买方不会因该等终止而获得赔偿。
12. 适用法律和争议解决：本销售条款和条件以及阿克苏诺贝尔和买方之间的一切争议应受中华人民共和国法律管辖（仅在本条款中不包括香港、台湾、澳门地区的法律）。对于阿克苏诺贝尔和买方之间的一切争议，如果无法协议解决，任何一方均有权将争议提交至阿克苏诺贝尔所在地的人民法院。
13. 语言：如本条款和条件以中文以及中文以外的语言书就，则在各版本出现不一致时以中文版本为准。

## TERMS AND CONDITIONS OF SALE

1. SCOPE: As used herein, "AkzoNobel" means the AkzoNobel entity which sells the Products to Buyer as identified above; "Buyer" means the purchaser of Products from AkzoNobel and "Products" means any and all goods sold by AkzoNobel to Buyer. Unless a detailed product sales agreement is in place between AkzoNobel and Buyer covering the sale of the Products, all Products sold or otherwise provided by AkzoNobel are sold or provided exclusively on the basis of these Terms and Conditions of Sale. No differing or supplemental terms or conditions shall be applicable unless expressly agreed to by AkzoNobel in writing.
2. OFFER / ACCEPTANCE: A quotation from AkzoNobel does not constitute an offer but an invitation to Buyer to make an offer. In all cases Buyer's offer shall be deemed based on these Terms and Conditions of Sale. An agreement comes into effect only when AkzoNobel accepts Buyer's offer.
3. DELIVERY / TRANSFER OF RISK: Delivery terms shall be interpreted in accordance with the latest INCOTERMS valid at the date the order is accepted. Unless otherwise agreed to by AkzoNobel in writing the delivery term is EXW and risk of loss in the Products will transfer to Buyer upon tender of the Products to Buyer or the carrier at AkzoNobel's shipping facility.
4. QUANTITY VARIATIONS: Buyer will pay for the quantity delivered and may not reject any delivery of Product on the grounds of variation of quantity where such variation is not more than 10% of the quantity ordered.
5. PRICE AND PAYMENT: Unless otherwise agreed by the Parties, the price for the Products will be the price quoted by AkzoNobel. AkzoNobel will issue invoices to Buyer for all Products sold to Buyer. Buyer shall pay these invoices within the payment period stated in the order in the currency indicated on the invoice. Buyer may not withhold payment of any amount due to AkzoNobel because of any set-off, counter-claim, abatement or similar deduction. Upon demand Buyer will immediately reimburse AkzoNobel for any and all costs including fees for collection agencies and attorneys incurred or expended by AkzoNobel to collect any amounts due from Buyer. Late payments shall automatically and without prior notice, bear interest at four times of LPR as announced by the National Interbank Funding Center over the same period, calculated from the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities. AkzoNobel shall be entitled to suspend performance of its obligations under the contract, following written notification to the Buyer, until payment in full of the outstanding amounts in respect of the supply of the Products actually delivered and rendered and not paid for.
6. RETENTION OF TITLE: AkzoNobel shall retain ownership of the Products until the Buyer has paid to AkzoNobel all sums which are or which become due to AkzoNobel from the Buyer on any account.
7. WARRANTY / BUYER'S RIGHTS: AkzoNobel warrants to Buyer that at the time of transfer of risk of loss the Products conform to AkzoNobel's standard Product specifications or such other specifications as AkzoNobel and Buyer have expressly agreed to in writing (the "Specifications"). THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY AKZONOBEL. AKZONOBEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THE APPLICATION OR USE THEREOF, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. In the event Products do not comply with the foregoing warranty, AkzoNobel will, at its option, repair or replace such Products or refund the Price of the Products and, having done so, will have no further liability. Buyer must notify AkzoNobel of any claim Products do not comply with the foregoing warranty within seven (7) days after Buyer becomes aware of such claim but in no event later than thirty (30) days after delivery of the Product to Buyer. Buyer's failure to notify AkzoNobel of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. AkzoNobel makes no warranty of any kind with respect to any services provided to Buyer and shall have no liability with respect to such services.
8. LIMITATION OF LIABILITY: AkzoNobel will not be liable for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by AkzoNobel or industry standards. AKZONOBEL WILL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. AKZONOBEL'S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE SUPPLY OF PRODUCTS WILL IN NO WAY EXCEED THE PRICE OF THE PRODUCTS PURCHASED, OR #200,000, WHICHEVER IS LOWER. Nothing in this section will limit or exclude AkzoNobel's liability for any matter in respect of which it is unlawful for AkzoNobel to exclude or restrict its liability.
9. FORCE MAJEURE: AkzoNobel will not be liable in any respect for failure to perform its obligations if hindered or prevented, directly or indirectly by war (declared or undeclared), national emergency, inadequate transportation facilities, machinery or equipment failure, AkzoNobel's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to AkzoNobel, fire, flood, windstorm or other act of God, strike, lockout or other labour dispute, 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 reasonable control of AkzoNobel (each a "Force Majeure"). AkzoNobel shall have no obligation to procure any Products from other sources and may allocate its available supply of Products among the members of the AkzoNobel Group (including itself) and their customers, buyers, distributors and resellers on whatever basis AkzoNobel may deem fair and practical. In the event that the duration of a Force Majeure exceeds six (6) months or is reasonably expected to exceed 6 months, AkzoNobel is entitled to withdraw from any obligation it may have to supply the Products to Buyer without the Buyer having any right to compensation.
10. EXPORT CONTROL: Buyer will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any Product or any information or technology related to the Product except in accordance with applicable laws and regulations, including without limitation applicable UN, US and EU export control laws and regulations and the laws and regulations of the country where Buyer is resident. Buyer acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause AkzoNobel to be in violation of the above laws.
11. TERMINATION: An agreement with Buyer to deliver Products on the basis of these Terms and Conditions will not oblige AkzoNobel for the future to take further orders. AkzoNobel will at all times be entitled to end the relationship. Such termination will never entitle Buyer to compensation.
12. LAW AND DISPUTE RESOLUTION. These Terms and Conditions and all disputes between AkzoNobel and Buyer are governed by the applicable laws and regulations of People's Republic of China (excluding the laws of Hong Kong, Taiwan and Macau only in this Terms and Conditions). Any dispute between AkzoNobel and Buyer that the parties are unable to resolve by agreement will be resolved exclusively in the People's Court at the domicile of AkzoNobel.
13. LANGUAGE Should this Terms and Conditions is written in more languages than Chinese only, the Chinese Version shall prevail if there is any discrepancy between the version.