

GENERAL TERMS AND CONDITIONS OF SALE

通用销售条款和条件

1. Definitions

定义

1.1. In this document:

在本文件中：

"Affiliate(s)" means any and all other companies, firms and legal entities with respect to which now or hereafter Supplier or Customer respectively, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity.

"关联方"指买方或卖方当前或之后分别直接或间接持有其50%或以上已发行股票面值或股权，或享有其50%或以上股东（大）会投票权，或有权任命其过半数的董事、监事、高管等人员，或以其他方式指导其经营活动的买方及卖方以外的所有其他公司、企业和法律实体。

"Conditions" means these general terms and conditions of sale.

"本条款"指本通用销售条款和条件。

"Contract" means the binding sales agreement concluded in accordance with Section 3.1 of these Conditions.

"合同"指根据本条款第3.1条达成的具有约束力的销售合意文件。

"Customer" means any individual or entity with whom Supplier has concluded a Contract, for whom Supplier has provided Services or Products or made a proposal to perform Services or provide Products.

"买方"指卖方已经与之订立合同、为之提供服务或产品或提议履行服务或提供产品的任何个人或实体。

"Delivery Term" means the Incoterms as specified in the Contract, based on the latest version of the Incoterms.

"交货条款"指合同中约定适用的最新版《国际贸易术语解释通则》（Incoterms）。

"Ex-Works Price" means the price of the Products based on the Supplier's invoiced or quoted price of such Products, exclusive of all costs for freight, insurance, tariffs, duties, taxes, transportation, and the like.

"工厂交货价"指卖方对产品或服务的报价或开票价格，该价格中不含运费、保险费、关税、税金、运输及类似费用。

"Intellectual Property Rights" (or "IPRs") means all patent rights; any invention (whether patentable or not and including, but not limited to, apparatuses, procedures, and designs); trade or service marks (whether registered or unregistered); trade names; copyright; designs; rights in or relating to databases; rights in or relating to confidential information; trade secrets; and any other intellectual property rights (registered or unregistered) throughout the world.

"知识产权"（或"IPRs"）指世界范围内的所有专利权、任何发明（无论是否可被授予专利，包括但不限于装置、程序和设计等）；商标或服务标记（无论是否注册）；商号；著作权；外

观设计；数据库或相关权利；机密信息或相关权利；商业秘密；和任何其他已注册或未注册的知识产权。

"Latent Defect" means any instance where a Product fails to conform to the applicable Specifications or otherwise fails to conform to the warranties given by Supplier herein, and such failure would not be discoverable upon reasonable physical inspection or standard testing of such Product upon receipt, in accordance with operating procedures consistent with those in the industry.

"潜在缺陷"指产品不符合相关规格或在其他方面不符合卖方在此做出的保证的任何情况，该等缺陷在收到产品时，按照与行业一致的操作流程进行合理实物检验或标准测试无法被发现。

"Order Confirmation" means Supplier's acceptance and confirmation of a Purchase Order.

"订单确认"指卖方接受和确认采购订单。

"Patent Defect" means any instance where a Product fails to conform to the applicable Specifications or otherwise fails to conform to the warranties given by Supplier herein, and such failure is discoverable upon reasonable physical inspection or standard testing of such Product upon receipt, in accordance with operating procedures consistent with those in the industry.

"明显缺陷"指产品不符合相关规格或在其他方面不符合卖方在此做出的保证的任何情况，该等缺陷在收到产品时，按照与行业一致的操作流程进行合理实物检验或标准测试可以被发现。

"Products" means the products to be delivered by the Supplier to Customer under the Contract.

"产品"指卖方根据合同交付给买方的产品。

"Purchase Order" means a purchase order for Products or Services issued by Customer.

"采购订单"指买方下达的产品或服务的订单。

"Services" means the services to be performed by Supplier for Customer under the Contract.

"服务"指卖方根据合同向买方提供的服务。

"Specifications" means the specifications of the Products as set out in the technical data sheets of the Products or other specifications provided by Supplier to Customer in writing.

"规格"指产品的技术数据表中所列的产品规格，或者卖方以书面形式与买方确认的其他规格。

"Supplier" means (i) AFA Dispensing Group Shanghai Trading Company Ltd, having its unified social credit code with 91310000682216916U, or (ii) AFA Dispensing (Shanghai) Company Ltd, having its unified social credit code with 913101043510466411, or (iii) any designated Affiliate.

"卖方"指（i）傲发（上海）贸易有限公司，统一社会信用代码为91310000682216916U；或者（ii）傲发（上海）喷雾器有限公司，统一社会信用代码为913101043510466411；或（iii）任何指定的关联方。

"Supplier Information" means all information in any form about, or pertaining to, the business or operations of Supplier and/or its Affiliates, including but not limited to information on products, technology, IT

operations, Intellectual Property Rights, know-how, product samples, financial information, customer data, customer information, supplier information, channel information, trading practices, personal data and data, results, data structures and documentation provided to Customer or obtained by Customer from other sources during the cooperation negotiation and before or during the performance of the Contract.

“卖方信息”指与卖方和/或其关联方业务或经营有关的所有信息，包括但不限于产品、技术、IT 运营、知识产权、专有技术、产品样品、财务信息、客户数据、客户信息、供应商信息、渠道信息、交易习惯、个人数据和信息、结果、数据结构等，以及在磋商合作期间、履行合同之前或期间向买方提供或买方从其他渠道获知的资料。

2. Scope

范围

2.1. These Conditions and any update thereof from time to time provided by written notice shall apply to all quotations, Order Confirmations, Contracts and all Products and/or Services delivered by Supplier to Customer.

本条款及不时通过书面通知更新的条款适用于所有报价、订单确认、合同以及卖方向买方提供的所有产品和/或服务。

2.2. Supplier is not bound by and hereby expressly rejects Customer's general conditions of purchase and any additional or different terms or provisions that may appear on any Purchase Order or the like used by Customer. There is no acceptance of the terms of any Purchase Order other than price, date of delivery, specifications and quantity shall be deemed to be made, whether or not Supplier receives Purchase Orders, sends Order Confirmations, or fulfills any obligation under Purchase Orders, unless otherwise expressly and without ambiguity confirmed in writing by Supplier.

卖方不接受且在此明确拒绝 买方任何通用采购条款、任何采购订单或买方使用的类似文件中可能包含的任何与本条款或合同约定不一致的内容。无论卖方是否收到采购订单、发出订单确认或履行采购订单义务，均不视为对采购订单中除价格、交付日期、产品规格和数量之外其他内容的认可，除非卖方另行做出明确且无歧义的书面对认可。

2.3. Without the prior written consent of Supplier, any reservation proposed by Customer to any term provided herein or in the Order Confirmation at any time is void.

未经卖方事先书面同意，买方在任何时候对本条款或合同、订单确认等中的任何内容所做出的保留均无效。

3. Conclusion of the Contract

合同的成立

3.1. Notwithstanding the giving of any quotation by Supplier and the acceptance of the quotation by

Customer, no Contract shall arise as a result thereof. Contracts shall only be concluded upon:

合同不因买方接受了卖方提供的报价而成立，合同仅在以下情况下才视为成立：

3.1.1. issuance of an Order Confirmation by Supplier;

卖方发出订单确认；

3.1.2. delivery of any Products and/or commencement of performance of any Services.

卖方交付任何产品和/或开始提供任何服务。

3.2. Any Contract is limited to these Conditions, the relevant Order Confirmation and any attachments thereto. Supplier does not agree to any proposed amendment, alteration, or addition by Customer. The Contract can be amended only in writing signed by an authorized representative of Supplier. Any other statement or writing of Customer shall not alter, add to, or otherwise affect the Contract.

所有合同均由本条款、相关订单确认及其附件组成。卖方不同意买方做出的任何形式的修改、更改或增加。除卖方授权代表以书面方式做出的修改、更改或增加外，买方任何其他声明或书面文件均不构成对合同的修改、更改、增加或任何影响。

4. Delivery

交付

4.1. All deliveries of Product shall be made by Supplier in accordance with the Delivery Term as specified in the Contract. If no delivery terms are specified in the Contract, or if delivery terms are ambiguous, delivery of Products shall be:

卖方应按照合同的约定交付所有产品。如果合同中未就交付有特别约定，或者有关交付的内容存在歧义，则应按照以下条款进行产品交付：

4.1.1. Ocean freight: FOB Shanghai (in accordance with the most recent ICC Incoterms) or any other port in China designated by Supplier in writing; or

海运：FOB 上海（以最新版 ICC Incoterms 为准）或卖方书面指定的中国的其他港口；或

4.1.2. Road freight: EXW (as laid down in the most recent version of the Incoterms) Supplier's warehouse (Shanghai), or such other location as Supplier may designate in writing.

陆运：EXW（以最新版 ICC Incoterms 为准）
卖方仓库（上海），或卖方书面指定的其他地点。

4.2. The date of delivery, as indicated by Supplier, is Supplier's best estimate as to the date of the delivery of the Products in accordance with the Delivery Term and Supplier shall not be responsible for any claims and shall incur no liability for any loss or damage due to delivery delays. Supplier only is obliged to deliver the Products upon receipt of Customer's payment as specified in Section 8.1., and shall not be liable for

delivery delays due to Customer's overdue payment, for which Customer shall bear full liability himself.

卖方注明的交货日期仅是卖方根据交付条款对产品交货日期的预估，买方同意卖方不对因晚于该交货日期交货导致的索赔或任何损失或损害承担任何责任。卖方在收到买方按照合同第8.1条约定支付的款项后方有发货义务，因买方逾期付款导致延迟发货的，相关责任亦由买方自行承担。

- 4.3. Supplier shall inform Customer if any circumstances occur that may reasonably prevent it to deliver the Products on the indicated delivery date, including a Force Majeure Event as defined in Section 15.

如果发生任何可能合理阻止卖方在预估的交货日期交付产品的情况，包括第15条所述不可抗力事件，卖方应通知买方。

- 4.4. Supplier shall be entitled to store the Products, at the risk of Customer, and for a fee as described in Section 4.5 if Customer has not collected the Products within fourteen (14) calendar days after Supplier sent to Customer a notice that the Products are waiting for its collection. Supplier shall not be liable for any damage or loss suffered by Customer during or in relation to the storage of the Products.

买方未在卖方向买方发出等待提货通知后的十四（14）个日历日内提货的，卖方有权储存产品并按照第4.5条的约定收取费用，相关风险由买方承担。卖方对于产品在储存期间发生的或与之相关的任何损害或损失不承担任何责任。

- 4.5. If Customer delays in collecting the Products, upon the expiration of a grace period provided above of fourteen (14) calendar days, Supplier may charge a storage fee over the uncollected Products at a rate of one percent (1%) per month of the Ex-Works Price of the Products stored, or the actual cost of storage (whichever is higher). The minimum storage period to be paid by Customer shall be a period of one (1) month. If such delay in collecting the Products by Customer lasts three (3) months or more, Supplier may, at its sole discretion, (i) sell the Products to any other customer, or (ii) scrap the Products. During such storage period, Supplier will not monitor the shelf life of the Products and Supplier accepts no liability for the expiration of the shelf life of the Products. For the avoidance of doubt, failure to collect/accept delivery of the Products shall not release Customer from the obligation to:

如果买方延迟提货，在上述十四（14）个日历日宽限期届满后，卖方可以就未提货产品收取储存费，费用按照所储存产品的工厂交货价的百分之一每月（1%/月）的标准计算，或者按实际储存成本收取（以二者中较高者为准）。买方应最低承担一（1）个月储存期费用。如果买方延迟提货超过（含）三（3）个月，卖方可自行决定（i）将产品出售给其他买方，或（ii）报废该产品。在储存期间，卖方将不监控产品的保质期，且对产品保质期

过期不承担任何责任。为免存疑，买方未提取/接受产品的行为并不免除其以下义务：

- 4.5.1 if the Products are sold to another customer: pay (i) the loss of profit related to the Products, and (ii) the storage costs; or

如果卖方选择将产品出售给其他买方：买方应支付（i）与产品有关的利润损失，以及（ii）储存费用；

- 4.5.2 if the Products are scrapped: pay (i) the total invoice amount related to the Products, (ii) the storage costs of the Products, and (iii) the costs of scrapping the Products.

如果卖方选择报废产品：买方应支付（i）与产品有关的全部开票费用、（ii）产品的储存费用，以及（iii）产品报废费用。

5. Transfer of risk

风险转移

- 5.1. Risk of damage to or loss of the Products ("Risk of Loss") shall pass to Customer in accordance with the Delivery Term.

产品损坏或灭失的风险（“损毁风险”）按照交付条款的约定转移给买方。

6. Retention of title

所有权保留

- 6.1 Supplier shall retain ownership and title to the Products delivered to Customer by Supplier until Customer has made full and final payment of the amount (including interest, costs and penalties) that it owes to Supplier under the relevant Contract.

在买方全额并最终付清其根据相关合同应支付给卖方的全部款项（包括利息、费用和罚金）前，产品的所有权归卖方所有。

- 6.2 Customer must store the Products delivered by Supplier during the period of retention of title separately and clearly identifiable, and insure them against damage, theft or enforcement measures taken by judicial authorities as the property of Customer or others, for as long as those Products are the property of Supplier.

在产品所有权保留期内，买方必须将卖方交付的产品单独保存、清晰标识，确保在产品属于卖方财产的期限内免遭损毁、盗窃或被作为买方或他人财产被司法机关采取强制措施。

- 6.3 Customer may dispose of the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Products prior to full and final payment in as specified in Section 6.1.

买方可以在其正常业务过程中处置产品，但在全额并最终付清第6.1条约定的款项之前，买方不得对产品设置抵押、质押或其他财产负担。

- 6.4 Until full and final payment of the amount (including interest, costs and penalties) that it owes to Supplier

under the relevant Contract has been made, Supplier may take back the products from the Customer's premises at any time and suspend the performance of any outstanding obligations. If Supplier chooses to take back the products, Customer shall bear any and all losses, costs, expenses and fees incurred, and all proceeds obtained by Customer from the Products during the period of retention of title shall belong to Supplier.

在买方全额和最终付清其在相关合同项下应支付给卖方的款项（包括利息、费用和罚金）之前，卖方有权随时从买方场所取回产品、停止履行尚未履行的其他义务，由此产生的一切损失、成本、支出和费用由买方承担，所有权保留期内买方因产品所取得的一切收益均归卖方所有。

7. Prices

价格

- 7.1 The prices for the Products to be supplied under a Contract shall be the prices as set forth in the Contract or, if no prices are specified in the Contract, Supplier's list prices as applicable at the time of the Purchase Order.

根据合同供应的产品，其价格以合同约定为准；合同未约定价格的，以采购订单下达时卖方的价格清单为准。

- 7.2 Supplier may update the price of the Products. Such price update may take place four times a year on January 1st, April 1st, July 1st and October 1st and shall apply to all Products shipped by Supplier on and after the applicable date of the update, to be evidenced by the issuance date of the delivery note, including outstanding orders. Such price update shall not require Customer's approval, nor shall Customer have the right to cancel the outstanding order or terminate the Contract to which such price update relates to.

卖方可每年进行四次价格更新，更新日期分别为1月1日、4月1日、7月1日和10月1日。更新的价格适用于卖方在价格更新当日和之后发货的所有产品，以交货单的签发日期为准，包括未完成的订单。**买方同意：任何价格更新均无需另行征得买方同意，买方亦无权取消未完成的订单或终止与该价格更新有关的合同。**

- 7.3 All prices quoted by Supplier shall be in RMB (¥), inclusive of standard packing charges but exclusive of shipping and mailing costs, insurance charges, taxes and any custom duties and charges by the custom or taxation authority in any jurisdiction, unless specified otherwise in the Contract.

卖方的所有报价应以人民币（¥）为单位，其中包括标准包装费，但不包括运输和邮寄费用、保险费、税金以及任何司法管辖区的海关或税务机关征收的任何关税和费用，除非合同另有约定。

8. Payment

支付

- 8.1. Unless otherwise agreed in writing, when submitting a Purchase Order, Customer shall pay fifty percent

(50%) of the purchase price of the Products, and the remaining fifty percent (50%) shall be paid immediately before shipment.

除非双方另有书面约定，买方应在提交采购订单时支付百分之五十（50%）的货款，在产品发货前立即支付剩余百分之五十（50%）的货款。

- 8.2. Customer is not entitled to an offset or suspension of payments.

买方无权抵消或暂停支付货款。

- 8.3. All Purchase Orders and payment terms are subject to credit approval by Supplier. Supplier may at any time condition its performance upon receipt of advanced payment, acceptable security, or agreement on other reasonable credit-related terms and conditions. Supplier may decline to make any shipment or delivery or perform any Services based upon Supplier's failure to approve Customer for credit.

所有采购订单和付款条款均适用卖方的信用额度审批。

卖方可在任何时候以收到预付款、可接受的担保或其他合理的信用相关条款和条件的协议作为其履约条件。卖方可以未批准买方的信用额度为由拒绝运送、交付产品或提供服务。

- 8.4. Supplier is entitled to not accept Purchase Orders placed by Customer and to suspend performance of Contracts entered into between them until Customer has arranged the payment of all amounts due to Supplier.

卖方有权拒绝接受买方下达的采购订单并暂停履行双方订立的合同，直至买方付清所有应付未付的款项。

- 8.5. If Customer delays in paying the purchase price of the Products, interest shall be accrued upon the whole invoice amount or any outstanding part thereof at the rate of two per cent (2%) per month as from the date when the amount is due and payable until the date of payment in full. No payment shall be deemed to have been made until the relevant amount is credited into the bank account of Supplier. Unless otherwise agreed in writing, any disputes between Supplier and Customer concerning quality, delivery or any other matter shall not give Customer the right to suspend payment.

如果买方延迟支付货款，应以发货单、对账单、整张发票的金额或其应付未付金额为基数，按照百分之二每月（2%/月）的标准自应付之日起向卖方支付逾期付款利息，直至全额付清。在卖方的银行账户实际收到相关款项之前，不视为买方已付款。除非另有书面约定，买方无权以卖方和买方存在任何质量、交货或任何其他事项存在争议为由暂停付款。

- 8.6. All costs incurred by Supplier both in and out court in connection with the collection of any amounts due by Customer shall be borne by Customer. Such costs to be borne by Customer shall be at least fifteen per cent (15%) of the invoice amount or of such part thereof as has not been paid, unless the actual costs are higher.

卖方因回收任何应付款而在法庭内外产生的所有费用均由买方承担。买方应承担的此类费用至少应为发货单、对账单、整张发票的金额或其欠付金额的百分之十五（15%），但实际费用更高的情况除外。

9. Examination and complaints

验收和异议

- 9.1. Upon receipt of the Products, Customer shall, or shall cause its customers or contract manufacturers to, inspect the Products and satisfy itself that the Products delivered meet the Specifications.

收到产品后，买方应自行或安排其客户或委托生产商验货，以确定交付的产品是否符合约定规格。

- 9.2. Complaints about the Products must be notified to Supplier in writing within:

对交付产品的异议必须以书面形式在以下期限内通知卖方：

- 9.2.1. five (5) business days of the date of receipt of the Products if it concerns shortage, Patent Defects and/or other apparent defects;

涉及数量短缺、明显缺陷和/或其他明显瑕疵的，应自收到产品后五（5）个工作日提出；

- 9.2.2. five (5) business days of the date of discovery of the defect or the date the defect should have been discovered, but not later than five (5) business days after the end of the Warranty Period as defined in Section 10.1, if it concerns Latent Defects.

应自发现或应当发现缺陷后五（5）个工作日，但如涉及产品潜在缺陷的，最晚不得超过第10.1条约定的质保期结束后的五（5）个工作日内提出。

- 9.3. All complaints shall be in writing, expressly specify the defect and shall be accompanied by pictures illustrating the defect.

所有异议均应以书面形式提出，明确指出缺陷所在并附上图片对缺陷做出说明。

- 9.4. Supplier shall have the right, on its request and at its cost and risk, to require Customer to return (a portion of) the nonconforming Products for inspection.

卖方有权在提出要求并自行承担费用和风险的情况下，要求买方退回（一部分）不合格产品以供检查。

- 9.5. A failure of Customer to notify Supplier in writing of any complaints within the time period specified in Section 9.2 constitutes a waiver of all claims in respect of the Products, warranty claims included.

买方未在第9.2条约定的期限内书面向卖方提出异议的，构成其放弃针对产品提出任何索赔（包括质保索赔）的权利。

10. Warranty

质保

- 10.1. Unless expressly stated otherwise by Supplier in the Specifications, Supplier represents and warrants to

Customer for a period ending six (6) months following the date on which Risk of Loss passes to Customer with respect to each delivery of Product ("Warranty Period") that the Products will conform to the Specifications ("Warranty").

除卖方在规格中另有明确说明外，卖方对其交付的每一件产品自风险转移至买方之日起六（6）个月内（“质保期”）向买方提供质保承诺，保证产品符合合同约定的规格（“质保”）。

- 10.2. The Warranty will only apply where the Products at all times have been stored under appropriate storage conditions as specified by Supplier, and have been used for their intended purpose, with the understanding and agreement that (i) Supplier makes no representations and warranties as to the chemical compatibility of the Product with any liquid formulations and (ii) the performance of the Products that may vary depending on the liquid formulations used.

质保适用的前提条件为：产品始终按照卖方指定的适当存储条件存放，并按照指定用途使用。双方理解并同意：

（i）卖方对产品与任何液体配方的化学兼容性不做任何承诺和保证，并且声明（ii）产品的性能可能因所使用的液体配方不同而有所差异。

- 10.3. Providing that Customer notifies Supplier about the nonconforming Products within the time period specified in Section 9.2, supplier will either, at Supplier's sole discretion:

卖方在第9.2条约定的期限内收到买方关于产品不合格的书面通知后，可自行决定：

- 10.3.1. repair or rework the nonconforming Products at Supplier's expense;

在自行承担费用的情况下，对不合格产品进行维修或返工；或者

- 10.3.2. replace the nonconforming Products at Supplier's expense;

更换不合格产品并承担相关费用；或者

- 10.3.3. refund or credit the purchase price of the nonconforming Products.

向买方退还不合格产品对应的货款或允许买方使用该等货款抵扣将来的其他应付款。

11. Intellectual Property Rights, packaging and labelling **知识产权、包装和贴标**

- 11.1. Supplier and/or its licensor(s) is/are and shall remain the sole and exclusive owner(s) of all Intellectual Property Rights with respect to the Products.

卖方和/或其许可方是且始终是产品的一切知识产权的独家所有者。

- 11.2. Unless explicitly agreed otherwise in writing between Supplier and Customer, Supplier will supply the Products to Customer in bulk form and as an OEM product to be ultimately used as a component (packaging material) to create a final product (the Product containing a liquid formulation), such final

product to be marketed under the trademark of the manufacturer or brand owner of the final product ("Final Product").

除非卖方和买方之间另有明确书面约定，卖方向买方提供的是散装形式的 OEM 产品，产品最终将作为部件（包装材料）用于生产最终产品（含有液体配方的产品），该最终产品将使用最终产品制造商或品牌所有者的商标并以其名义进行销售（“最终产品”）。

- 11.3. Customer or its subsequent customer shall be responsible, at its sole expense, for branding, packaging and labelling the Products and any Final Product for (direct or indirect) commercial sale to end customers, end users and consumers. Any labels, product inserts, and other packaging for the Products and Final Products ("Packaging") shall be in compliance with applicable laws and regulations. Supplier's and/or its licensor(s) trademarks, logo's, tradenames, design or utility patent numbers will not appear on the Packaging without a duly executed written license agreement to that end.

买方或其后续采购方应自行负责对产品和任何最终产品进行品牌宣传、包装和贴标，以便（直接或间接）向最终客户、最终用户和消费者进行商业销售，并自行承担相关费用及责任。产品和最终产品的任何标签、产品插页和其他包装（“包装”）应符合相关法律和法规的规定。未经双方正式签署许可协议，买方不得在包装上标注卖方和/或其许可方的商标、标识、商号、外观或实用新型专利号。

12. Indemnification 赔偿

- 12.1 Customer will, at its own expense, defend, and indemnify Supplier, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees (each such person being an "Indemnity") from and against any claims, including but not limited to third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "Claims"), arising out of or related to any of the following:

因以下原因引起的或与之相关的任何索赔，包括但不限于针对卖方及其母公司、关联方及分支机构，以及前述各方的代理、管理人员、董事、监事或员工（其中任一均系“被索赔方”）提出的第三方索赔、产生的损失、费用、损害赔偿或支出、罚款、和解金以及合理法律费用和开支等（合称为“索赔”），由买方承担并向被索赔方做出赔偿，同时还应为其进行抗辩：

- 12.1.1 the Packaging created and/or used by Customer; or
买方制造和/或使用的包装；或
- 12.1.2 the distribution, sale or use of any liquid formulation contained in the Final Product; or

分销、销售或使用最终产品中包含的任何液体配方；或

- 12.1.3 the Products or any parts thereof allegedly infringing, violating or misappropriating third party Intellectual Property Rights arising out of or related to specifications provided by Customer or its Affiliates where such infringement would not have arisen without such specifications.

买方或其关联方提供的规格引起或与之相关的产品或其任何零部件被控侵犯第三方知识产权、或违反其与第三方的约定，该侵权或违约在缺乏该规格的情况下本不会发生。

- 12.2 Within thirty (30) calendar days after receipt of notice of the commencement of any third party legal proceedings against an Indemnity seeking indemnification hereunder, Indemnity will notify Customer. Customer is relieved from its indemnity obligation to the extent Customer has suffered actual prejudice resulting from a failure to notify on time. Upon Indemnity's request, Customer will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to Indemnity and is entitled to settle any such third party legal proceedings with Indemnity's written consent, not to be unreasonably withheld or delayed. Indemnity, at Customer's cost, will reasonably cooperate with Customer in the defense of such action as Customer may reasonably request. Customer will pay any damages assessed against Indemnity.

在收到任何第三方为寻求索赔提起的诉讼或仲裁通知后的三十（30）个日历日内，被索赔方应通知买方。在因未及时通知而给买方造成实际损害的范围内，买方可免除其赔偿责任。根据被索赔方的请求，买方应自费聘请被索赔方认可的律师应对该等诉讼或仲裁，并有权经被索赔方书面确认（被索赔方不应无故拒绝或延迟做出该等确认）就该等诉讼或仲裁达成和解或调解。经买方合理要求，被索赔方将合理配合买方应对该等诉讼或仲裁，但相关费用应由买方承担。生效裁判文书、调解书、和解协议等确定的应当由被索赔方承担的任何赔偿、遭受的损失等均由买方承担及最终支付。

- 12.3 Should Customer fail to fulfil the obligations of this Section 12, Supplier may hire its own professionals to deal with the relevant disputes, all expenses arising therefrom shall be borne by Customer.

买方怠于履行本条款第12条约定义务的，卖方可自行聘请专业人员处理相关诉讼或仲裁，由此产生的全部费用由买方承担。

13. Limitation of liability 责任限制

13.1. Any liability with respect to a lack of conformity of any delivered Product shall be limited to the obligations mentioned in Section 10.3.

卖方仅在第 10.3 条约定的范围内承担与产品交付有关的责任。

13.2. In no event is Supplier liable to Customer for any incidental, indirect, special, consequential, or punitive cost, expense, loss or damage including but not limited to loss of production, use, loss of profit, business, goodwill or reputation, or loss from business interruption or profit or savings arising out of or relating to these Conditions or any Contract.

在任何情况下，卖方都不对买方承担任何附带的、间接的、特殊的、后果性的或惩罚性的成本、费用、损失或损害，包括但不限于生产和使用损失、利润、业务、商誉或声誉的损失，或因本条款或任何合同引起的或与之相关的业务中断、利润或存款损失。

13.3. Notwithstanding anything to the contrary in these Conditions, in no event shall Supplier's aggregate liability for each claim arising out of or related to these Conditions or any Contract, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed (i) the total of the amount paid by Customer for the delivery of Products giving rise to the liability, or (ii) the total amount paid by Customer for the Services giving rise to the liability in the three (3) months preceding the first incident out of which the liability arose. If no contractual amount can be pinpointed, Supplier's liability is limited to the amount that is paid out under its corporate liability insurance policy in relation to the damage concerned. 不论本条款中是否有相反约定，卖方针对本条款或任何合同引起的或与之相关的每项索赔（无论因合同违约、故意或过失侵权，或其他原因引起或与之相关的原因）的累计赔偿责任总额均不超过（i）买方为导致责任的已交付产品所支付货款总额，或者（ii）买方为导致责任的首次事件发生前的三（3）个月内提供的服务所支付的总金额。如果无法确定合同金额，则卖方的责任仅限于其公司责任保险中与相关损害有关的赔付金额。

13.4. Any technical advice or information provided by Supplier or its Affiliates is given according to Supplier's best knowledge and experience. Customer is obligated to apply due diligence and independent verification to determine the suitability or applicability of any such advice to its particular conditions of production or application. Supplier will not be liable for any damages caused by any such advice or information provided to Customer.

卖方或其关联方提供的任何技术建议或信息均基于卖方的知识和经验。买方有义务进行尽职调查和独立核实，以确定任何此类建议在其特定生产或应用条件下的合理性或适用性。卖方对因提供给买方的任何此类建议或信息造成的任何后果均不承担责任。

13.5. Without derogating from the specific time limits set out in Section 9.2, and any other provisions requiring compliance within a given period, all of which shall remain in full force and effect, any claim arising under the Contract and any dispute under Section 19 shall be commenced within one (1) year of the date on which (i) the Products were delivered or, in the case of a total loss, of the date upon which the Products should have been delivered, or (ii) the Service have been performed, failing which the claim shall be time barred and any liability or alleged liability of Supplier shall be extinguished.

由合同引起的任何索赔以及本条款第19条所述任何争议应在以下日期后一（1）年内提出：(i)产品交付日，或在完全损失情况下产品的应交付日，或(ii)服务提供完成日；逾期未提出的，视为对该等索赔的放弃，卖方无需承担任何责任。本条款第9.2条及其他条文或合同中对期限、日期等有不同约定的从其约定。

13.6. Nothing contained in these Conditions shall be deemed or construed to exclude or limit the liability of either Supplier or Customer in respect of death or personal injury arising out of the negligence of the other party or any other liability which may not, under the applicable law, be excluded or limited.

本条款中的任何内容均不应视为或解释为排除或限制：

（i）买方或卖方因另一方过错造成的人身伤亡而负有的责任；或者（ii）根据相关法律不得排除或限制的任何其他责任。

14. Confidentiality

保密

14.1. Customer shall at any and all times: (i) treat and maintain all Supplier Information in the strictest confidence, using the same degree of care that Customer uses to protect its own confidential information, and at least a reasonable degree of care; (ii) not disclose any Supplier Information to any third party without the prior written consent of Supplier; (iii) not use any Supplier Information for any purpose other than the performance of the Contract; (iv) Not disclose any Confidential Information to any of its (or its Affiliates') directors, officers, employees, consultants, agents or other representatives ("Representatives") except to those who have a "need to know" and must be directly involved in the use of Confidential Information for the performance of the Contract; (v) Be responsible for the compliance of those Representatives with this Section 14 ; Without derogating from the aforesaid, Customer shall bear full responsibility for any harm caused to Supplier by disclosure to any of its Representatives; (vi) not decompile, modify, reverse engineer, or create derivative works out of any Supplier Information (in any medium whatsoever) without the prior written consent of Supplier; and (vii) to the extent that the Customer is requested or required by subpoena, discovery request or court order to disclose Supplier

Information in connection with a judicial or arbitral proceeding, the Customer shall provide as much advance notice as possible to Supplier but no less than ten (10) business days, unless a court order otherwise requires, to permit Supplier to seek appropriate protection for the Supplier Information.

买方应始终 (i) 对卖方信息进行最严格的保密, 并以保护自身保密信息采用的同等谨慎程度且不得低于合理谨慎程度的方式保护该等信息; (ii) 未经卖方事先书面同意, 不得向任何第三方披露任何卖方信息; (iii) 除用于履行合同外, 不得将任何卖方信息用于其他目的; (iv) 不向其或其关联方的董事、管理人员、员工、顾问、代理或其他代表 (“代表”) 披露任何保密信息, 但为履行合同需要了解该信息并直接参与保密信息使用的人员不在此限; (v) 有责任确保该些代表遵守本条款第 14 条的约定, 买方应对因其任何代表的行为给卖方造成的任何损失承担全部责任; (vi) 未经卖方事先书面同意, 不得对任何卖方信息实施反编译、修改、反向工程或基于其创作任何形式的衍生作品; 以及 (vii) 如果买方根据传票、证据开示请求或法院命令的要求须在司法或仲裁程序中披露卖方信息, 除非法院另有要求, 否则买方应尽可能提前但最迟应在十 (10) 个工作日内通知卖方, 以便卖方为其信息寻求适当保护。

- 14.2. The provisions of Section 14.1 do not apply to information that: (i) is or becomes in the public domain, without violation of this Section 11; (ii) is rightfully known to Customer without any limitation on use or disclosure prior to receipt of the same from Supplier; (iii) is developed independently by Customer, as evidenced by written records, without use or reference to Supplier's Confidential Information; or (iv) is legally transmitted or disclosed to Customer by a third party without obligation of confidentiality. Customer shall have the burden of proof establishing that any one or more of the above-mentioned exceptions applies.

第 14.1 条的约定不适用于以下信息: (i) 在不违反第 11 条约定的情况下为公众所知的信息; (ii) 买方在从卖方处获取该等信息前已合法知悉, 且该等信息并无使用或披露限制; (iii) 在未使用或参考卖方保密信息的情况下, 买方独立开发的信息, 且可以提供相关书面记录佐证; 或者 (iv) 由无需承担保密义务的第三方合法传输或披露给买方的信息。买方对于任何一项或多项上述例外情况的适用负有举证责任。

- 14.3. The obligations of confidentiality and non-use of this Section 14 shall remain in force for a period of ten (10) years from the date of disclosure, except that information identified by Supplier as strictly confidential or information that constitutes a trade secret under applicable law will be maintained in confidence as long as it is confidential as defined under Section 14.2.

第 14 条约定的保密和不使用义务自披露之日起十 (10) 年内持续有效, 但卖方确定为高度机密的信息或者根据相关法律构成商业秘密的信息, 在第 14.2 条约定的保密性质丧失之前应始终予以保密。

15. Force majeure 不可抗力

- 15.1. Supplier shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached these Conditions or any Contract, for any failure or delay in fulfilling or performing any Contract, if such failure or delay is caused by or results from acts or circumstances unforeseeable and beyond Supplier's control, including: acts of nature; floodings, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; requirements of law; action by any governmental authority (whether or not having the effect of law) import and export bans; restrictions on or discontinuation of public utility supplies; epidemics, pandemics; non-availability of material or manpower beyond control of Supplier or other circumstances affecting the supply of the Products or raw materials by Supplier's normal source of supply or the manufacture of the Products by Supplier's normal means or the delivery of the Products by Supplier's normal route or means of delivery (each, a "Force Majeure Event"). The performance of the obligation concerned shall be suspended for the duration of the Force Majeure Event.

卖方因其无法预见且超出其控制的行为或情况而无法或延迟履行本条款或任何合同项下义务的, 卖方不应对买方承担责任, 也不视为违约或违反本条款或任何合同, 这些行为或情况包括但不限于: 天灾、洪水、火灾、地震或爆炸、战争、入侵、敌对行动 (无论是否宣战)、恐怖主义威胁或活动、暴乱或其他内乱、法律要求、任何政府机构行动 (无论是否具有法律效力)、进出口禁令、公用事业供应的限制或中断、流行病、大流行病、超出卖方控制的材料或人力供应中断, 或影响卖方正常供货来源的产品或原材料供应、卖方正常方式的产品生产或卖方正常交付途径或方式的产品交付的其他情况 (各称为“不可抗力事件”)。卖方可在不可抗力事件持续期间暂停履行受到影响的义务。

- 15.2. Supplier is entitled to terminate the Contract or any accepted Purchase Order which is subject to the effect of the Force Majeure Event by written notice to Customer, immediately if the context of the non-performance reasonably justifies immediate termination, and in any event if the circumstance constituting a Force Majeure Event endures for more than sixty (60) days and, upon such notice, the other Party shall not be entitled to any form of compensation.

如因不可抗力事件造成合同义务确无法履行或履行具有重大困难的, 卖方有权书面通知买方立即终止受到不可抗力影响的合同或任何已接受的采购订单; 该不可抗力事件持续时间超过六十 (60) 天的, 不论情况如何, 另一方均无权获得任何形式的赔偿。

16. Assignment 转让

16.1. Customer will not delegate, subcontract, transfer or assign a Contract or any of its rights or obligations, whether in whole or in part, without the prior written consent of Supplier.

未经卖方事先书面同意，买方不得将合同或其权利或义务全部或部分委托、分包、转移或转让给第三方。

17. Severability and headings 可分割性和标题

17.1. In the event that any provision(s) of these Conditions and/or a Contract shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, the other provisions will remain in full force and effect. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.

如果本条款和/或合同的任何条款被任何有管辖权的法院或在今后的司法或行政程序中被认定为无效、可撤销、违法或不具有强制执行效力的，其余条款将继续有效。被认定为无效、可撤销、违法或不具有强制执行效力的条款，应在适用法律允许的范围内被以最能反映该条款原意的类似条款替代。

17.2. The headings used in these Conditions shall be used for convenience only and shall not be used in interpretation of these Conditions.

本条款中的标题仅为方便而设，不用于解释条款具体内容。

18. Termination of the Contract 合同终止

18.1. Without prejudice to any rights or remedies which Supplier may have against Customer or to any other provision of the Contract, Supplier may immediately (partly) rescind the Contract:

在不影响卖方可能对买方享有的任何权利或救济以及合同项下任何其他约定的情况下，卖方可在以下情况下立即解除或部分解除合同：

18.1.1. in the event of Customer committing any breach of these Conditions and/or the Contract which is remediable and not remedied within fourteen (14) days of written or electronic notice from Supplier requiring such remedy; or

买方违反本条款和/或合同的任何约定，且在收到卖方要求纠正该等违约行为的书面或电子通知后的十四（14）天内仍未纠正该可以纠正的违约行为的；或者

18.1.2. upon written notice being given by Supplier if Customer commits any irremediable or anticipatory breach of these Conditions and/or the Contract.

一旦卖方发出书面通知，如果买方发生任何不可补救或预期违约行为，且/或违反合同。

买方违反或预期违反本条款和/或合同的任何约定，且该等违约行为系不可纠正或无法纠正的，则卖方可立即书面通知买方解除合同。

18.2. Without prejudice to any rights or remedies which Supplier may have against Customer or to any other provision of these Conditions and/or the Contract, Supplier may immediately (partly) rescind the Contract, without any obligation to pay compensation, upon Supplier giving written notice to Customer, if:

在不影响卖方可能对买方享有的任何权利或救济以及本条款和/或合同项下任何其他约定的情况下，卖方可在以下情况下书面通知买方立即解除合同或部分解除合同，且无需做出赔偿：

18.2.1. proceedings are or have been instituted for the bankruptcy, dissolution or moratorium of payments of Customer; or

买方启动或已进入破产、清算程序或延期付款的；或者

18.2.2. proceedings are or have been instituted to levy an attachment of assets (or a substantial part thereof) of Customer; or

针对买方财产或其主要部分的查封、扣押相关程序正在启动或已经在进行中的；或者

18.2.3. the activities of Customers business cease.

买方注销、停业、歇业或被吊销营业执照的。

18.3. The provisions of these Conditions and/or the Contract relating to confidentiality, intellectual property, warranty, limitation of liability, indemnities, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of the Contract.

本条款和/或合同中涉及保密、知识产权、质保、责任限制、赔偿、管辖法律和争议解决的约定，以及其他明确或根据其性质继续有效的约定，在合同终止或到期后继续有效。

19. Applicable law and competent court 适用法律和管辖法院

19.1 These Conditions and all Contracts of which they form an integral part are exclusively governed by and interpreted in accordance with the laws of the People's Republic of China. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby explicitly excluded.

本条款及所有合同均适用中华人民共和国法律。双方在此明确排除适用《联合国国际货物销售合同公约》（CISG）。

19.2 All disputes related to, arising out of or in connection with these Conditions and Contracts of which they form an integral part, shall be exclusively settled by the competent courts located in the place where Supplier is registered.

由本条款及所有合同引起的或与之相关的一切争议均由卖方注册地具有管辖权的法院管辖。

20. Language

语言

- 20.1. These Conditions are written in both Chinese and English language; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

本条款以中文和英文书就；中文版和英文版之间有任何冲突的，以中文版为准。

21. Miscellaneous

其他

- 21.1. Sending, receiving, signing or performance of these Conditions, quotations, Purchase Order, Order Confirmations, Contracts does not constitute any affiliation or consignment relationship between Supplier and Customer, and Customer shall not act in the name of Supplier.

发送、接收、签署或履行本条款、报价、采购订单、订单确认、合同等资料均不在买卖双方之间形成任何隶属或委托销售关系，买方不得以卖方之名行事。

- 21.2. Any notice, demand or judicial document given pursuant to these Conditions or Contracts, shall be in writing and delivered personally or sent by registered post in accordance with the contact details of the parties set forth in the Contract, or to such other address (i) as any party may from time to time change by written notice, or (ii) used for sending or confirming Purchase Orders or Order Confirmations..

双方均同意，根据本条款或合同发出的任何通知、要求或司法文书应以书面形式做出，通过专人或挂号信送达至合同中所载的双方的联络地址，或者以下其他地址的，视为有效送达：（i）任何一方可能不时通过书面通知更改的地址，或者（ii）用于发送或确认采购订单或订单确认的地址。