

OCI Trading (Shanghai) Co., Ltd.
General Conditions of Sale

1. Applicability(适用性)

These General Conditions of Sale shall apply to all offers, sales agreements (hereinafter referred to as 'the Agreement') and deliveries, unless the parties hereto have agreed otherwise in writing. 'Seller' in these conditions shall mean OCI Trading (Shanghai) Co., Ltd.

本通用销售条件适用于所有要约、销售合同(以下简称“本协议”)和交货,本协议各方另有书面约定除外。在本通用销售条件中“卖方”是指欧希埃贸易(上海)有限公司。

2. Agreement 协议

All quotations of Seller shall be without engagement. A sales agreement is concluded only after 'Seller's written confirmation of an order. The Agreement, including Seller's General Conditions of Sale, shall not be modified by receipt or acknowledgment of receipt by Seller of any general or special purchase conditions of Buyer. Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for the Agreement with respect to other deliveries. 卖方所有的报价并不是最终定价,只有当卖方签署书面确认书才能达成最终协议.对于买方提出的一般或特殊采购条款,即使为卖方接受或承认不应变更本协议(包括卖方通用销售条件).每次交货应视为一次独立的交易,且任何一次交货失误均不应影响协议中其它交货产生任何影响.

3. Delivery 交付

3.1 Unless expressly agreed otherwise, delivery shall be ex factory. The Incoterms 1990 plus latest amendments shall apply, with due regard to the provisions of article 6 of these conditions. 除非另有明确约定,交货是指工厂交货。1990年国际贸易通用术语解释通则及其最新修订文件应予适用,并兼顾本条件中第6条的规定。

3.2 For each shipment of the products, Buyer shall, as condition for delivery, notify Seller in writing of the quantity, preferred date of collection or delivery, and any relevant shipping instructions. If Buyer does not timely or not adequately supply the above mentioned information, Seller shall not be liable for nondelivery or for an delay in delivery.

作为交付条件,每次产品装运,买方必须书面通知卖方有关货物的质量、预期的备货和发运时间及其他相关装运指令。若买方未能及时或充分地提供上述信息,卖方则不对由此引起的不交货或交货延迟负责。

3.3 Seller shall to the best of his ability observe the time of delivery agreed upon. However, delays shall not entitle Buyer to claim cancellation of the Agreement and/or indemnification. An agreement which does not or not accurately specify the delivery times, or in which other specifications are missing, shall not become binding upon Seller until the missing delivery times and/or specifications have been communicated to Seller and have been agreed upon.

卖方须尽其所能按时交货,但买方无权对任何交货延迟提出终止合同或/并要求赔偿。任何未规定或未明确规定交货时间,或缺乏其他必要条款的合同对卖方无约束力,除非双方能对缺少交货时间条款和/或其他必要条款予以沟通,并且为卖方接受。

3.4 Quantity and quality of the products shall be established at the Seller's premises by or on behalf of Seller, and the findings shall be accepted as conclusive evidence of the quantity and quality of the products. Buyer or his representative shall have the right to attend, provided Seller has been timely informed of the intention to do so.

有关产品质量和数量的检查须在卖方处由卖方或由其他人代表卖方完成,检查结果视为有关产品数量质量的决定性证据。若买方认为其有必要到场,且经及时通知卖方,买方及其代表有权到场。

3.5 Seller may deviate up to 5% from the agreed quantities, and the sum to be paid by Buyer shall be adjusted accordingly

. 卖方允许有约定交货数量 5% 以下的正负尾差，买方可由此相应调整付款数额。

4. Prices, Taxes and Levies 价格、税金

All prices are for delivery ex factory and include standard packaging, unless agreed otherwise in writing with Seller. Prices are subject to change without prior notification, unless they are expressly designated as firm for a specific period, in conformity with a written quotation or sales acceptance issued by Seller. Unless otherwise indicated, prices are exclusive of any taxes, levies and other changes, whether of a general or of a special nature, which shall be charged to Buyer.

所有价格按工厂交货条件（包含标准包装），卖方另有书面的规定除外。除非卖方在书面报价或销售报价或销售承诺中明确表示价格在一个特定时间内固定，任何产品价格均可变更而不必事先通知。除非有相反规定，价格不包括任何买方须支付的税金和其他费用。

5. Payment 支付

5.1 Each shipment of products shall, unless agree otherwise, be paid promptly, without any discount, deduction or setoff by Buyer being permitted. Seller reserves the right, in addition to other rights and remedies, either to cancel the Agreement or to suspend further deliveries under the Agreement if Buyer fails to pay a shipment of products when payment is due. Payment shall be made by transfer to a bank designated by Seller. If payment has not been made on the due date, Buyer shall, without prejudice to Seller's other rights, owe interest on the amount due over the period elapsed since the due date; interest shall be calculated at an annual rate that is 3 points above the official discount rate for promisory notes of the Central Bank of China. In addition all amounts owing by Buyer to Seller, for whatever reason, shall become payable at once. 'Due date' means the date on which the amount due is to be in Seller's bank account.

除非另有约定，每次产品装运后，买方须立即付款而不应有任何折扣，扣款或抵销。若买方未能及时付清协议规定的应付款项，卖方有权解除协议或中止以后交货，并保留要求补偿的权利。付款方式为在卖方指定的银行转帐。若买方未能及时付款，在无损于卖方其他权利的前提下，应支付从应付款日到实际支付日的利息。利息率为中国人民银行本票年贴现率再加 3%。应付款的金额为任何买方对卖方的欠款，应付日期为约定付至买方帐户的日期。

5.2 If Buyer fails to pay or does not pay in time or in full, all measures to be taken by Seller, both in and out of court, in so far as these serve or may serve to make Buyer pay, shall be for the account of Buyer.

若买方未能付款或未能及时或足额付款，卖方可采取一切促使或可能促使买方付款的措施。无论是该等措施是以诉讼，还是非诉讼的方式进行，产生的费用均由买方承担。

5.3 If, in the opinion of Seller, the financial position of Buyer justifies this, Seller shall at all times be entitled to demand such securities as Seller may consider necessary to ensure due fulfillment of Buyer's obligations under the Agreement, and deliveries may be suspended until said financial position is corrected in a manner necessary to ensure due fulfillment of Buyer's obligations under the Agreement.

若卖方认为买方的财务状况恶化，卖方有权要求其认为必要的担保措施保证买方履行其协议规定的义务，并中止交货，直至买方的不良财务状况得以纠正，足以履行其协议规定的义务。

6. Retention of title 所有权保留

As long as Buyer has not paid the full purchase price, title in the products shall remain with Seller. If payment is not made in time or in full, Buyer shall at Seller's first request return the products to Seller. Failing this, Seller shall be entitled, without prejudice to his other rights and remedies, to take back the sold products without any summons, notice of default or judicial intervention being

required. As long as Seller retains title of the products sold, said products shall be used only by Buyer himself for processing or working up in the normal conduct of his business.

卖方将保留产品所有权一直到买方支付所有产品货款。若买方未及时或全额付款，一经卖方要求，买方应立即返还货物。若买方未能履行上述义务，卖方有权在收回产品，无须任何传票、违约通知或司法介入，且不影响卖方的其他权力及补偿。在卖方保留出卖产品的所有权期间，上述产品只可用作买方自身的一般生产或经营业务。

7. Default by Buyer 买方过错

If Buyer does not, not timely or not properly fulfill any obligation, and also if Buyer is confronted with a winding-up petition, winding up, liquidation or dissolution of his business, or an application for or granting of an official moratorium Seller shall have the right to give notice or termination of the whole or part of the Agreement or of suspension of its performance, in whole or in part. This shall be done by registered letter, without any further notice of default or intervention of any court being liable for damages, without prejudice to all other rights of Seller. As soon as any of the above mentioned circumstances has arisen, all claims Seller has with respect to Buyer shall immediately become payable.

若买方未能及时或适当地履行其义务，或买方面临清盘请求、清盘、歇业、申请准予或被准予法定的延缓履行，卖方有权通知买方终止全部或部分协议，或中止全部或部分协议的履行。此等通知须以挂号信形式发出，无须额外的违约通知，也无需法院介入，且不影响卖方的其他权利。一旦上述情况发生，买方须立即支付应付卖方的所有费用。

8. Warranty 保证

Seller warrants exclusively that on the date of delivery by Seller the products shall be in conformity with the specifications agreed upon. The products are sold without further warranties, guarantees or representations and without any guarantee or promise by Seller with respect to their processing possibilities, potential applications and merchantability.

卖方仅保证在交货日所有卖方交付的产品均符合约定条件。但卖方在产品售出后没有其他担保、保证或陈述，也没有关于产品在加工上的可行性，潜在的适用性及可销售性的任何保证或承诺。

9. Complaints and liability 索赔及责任

9.1 The products shall be deemed accepted by Buyer, and Buyer shall be deemed to waive any claims, unless Seller is notified in writing of a claim within fourteen (14) days of the date of delivery. Buyer shall inspect all shipments forthwith.

除非在交货后 14 天内买方书面通知卖方，否则视为买方已接受货物并默认产品合格；买方应检查所有的装运货物。

9.2 With respect to claims relating to the use, sale or distribution of the sold or delivered products, singly or in combination with other products, ingredients or packaging, or any other claim whatsoever relating to the Agreement, Buyer's rights and Seller's liability shall be limited to replacement of such products or reimbursement of the selling price, at sole option of Seller. Without permission by Seller, Buyer shall not have right to return products which in his opinion, display defects. Seller's liability shall never exceed the value of the goods involved at the moment of sale.

对于销售和交付的货物有关使用、零售和批发上的索赔，无论是单独的或兼有其他产品、成分或包装，或其他有关本协议的索赔，买方的权利及卖方的责任，仅限于替换同类产品或以该产品销售价格进行补偿，并由卖方定夺。未经卖方允许，买方不得退还其认为有缺陷的产品。卖方责任不能超过其出售产品时的产品全部价值。

9.3 Seller shall not be liable for any damage, whatever its nature, directly or indirectly arising from or relating to the use, processing, sale or distribution of the products, and Buyer shall indemnify, protect and hold Seller harmless against any claim in this respect.

卖方对产品使用、加工、出售或批发时直接或间接发生的任何损坏不负责任，且买方须保证卖方不因此受到任何损失。

10. Force majeure 不可抗力

In this Conditions of Sale 'force majeure' shall mean all circumstances reasonably beyond control of Seller and affecting Seller's ability to produce, acquire, sell or deliver the products in the manner meant in the Agreement. This shall include (without being limited thereto) circumstances such as compliance with any order, request or measure of any governmental port, local or other competent authority or any person purporting to represent any of these, wars, hostilities, public disorder, sabotage, strikes, lockouts, labor or employment difficulties, fires, acts of God, accidents, breakdowns or other causes beyond control of Seller (whether or not similar to any of the foregoing), resulting in any such case in interruption of the supply of , or in unavailability of , products, raw materials, means or facilities for the production, manufacture, storage, transportation, distribution or delivery which, but for force majeure, would normally be available and use of which would be contemplated for the purposes of the Agreement. Seller shall not be liable to Buyer for any loss or damage arising from non-compliance, or from failure to comply in time or in full, with any obligation caused by force majeure. Seller shall not be required to remove any such cause or to replace or provide any alternative to affected source of supply or the affected facility, etc., if that would involve additional expense or a departure from his normal practices, nor shall Seller be required to make up for any quantities not supplied or to extend the period of the Agreement in consequence of the operation of this provision. If any of the events specified in this provision has occurred, Seller shall have the right to allocate, in a manner that Seller considers reasonable, the quantities of products available to Seller among his customers and his own requirements.

在本协议中“不可抗力”，是指超出卖方合理控制，并影响卖方以本协议规定之方式制造、获取、出售或交付产品的能力的一切事件，包括（但不限于）遵守政府或当地有关机关或其代表的命令、要求或措施、战争、敌对行为、公共骚乱、颠覆活动、罢工、工厂关闭、劳资纠纷、火灾、自然灾害、意外事件、企业解散等其他卖方无法控制的原因（无论是否同上述情况相似），导致签定协议时所预期产品原材料、生产、制造、储存、运输、分配或交货工具的供应中断或无法获得。对于由于不可抗力引起的卖方未按约定或未完全及时地履行协议规定的义务而给买方造成任何损失或损害，卖方不负责任。对于受到影响的供应来源和设施等，如果需要卖方额外支出费用或偏离其惯常做法，卖方不应被要求消除上述任何原因或采取调换产品或提供替代商品等措施，卖方也不必对不可抗力导致的结果进行未供应产品数量上的补偿或延长本协议履行时间。若上述任何一种事件发生，卖方有权可以按其认为合理的方式在其客户和自用之间分配现存的产品。

11. Patents 专利

The sale of products shall not, by implication or otherwise, convey any license under any patent relating to the products or compositions thereof, and Buyer expressly assumes all risks of patent infringement by reason of his use or sale of products, singly or in combination with other materials or in any processing operation in any process.

产品的出售并不意味着（以默示或其他形式）转让有关产品或其组成部份中任何专利许可，买方由于其使用、销售或加工这些产品，无论是单独的还是与其他物质相结合，由此导致的专利侵权风险，均由买方自行承担。

12. Offset 抵销

Seller, which in this respect is also understood to mean all companies forming part of the same group of companies as Seller, has the right to offset any sums receivable from Buyer, which in this respect is

also understood to mean all companies forming part of the same group of companies as Buyer, against any sums payable to Buyer.

对于买方的应收帐款，卖方有权直接从其应付帐款中予以抵销。就本条而言，卖方应视为包括其所属集团的任一成员公司；买方亦然。

13. Applicable Law 适用法律

The formation of this contract, its validity, interpretation, execution and settlement of the dispute shall be governed by the related laws of the People's Republic of China.

本协议的成立，有效性、解释、履行和争议解决受中华人民共和国有关法律管辖。

14. Separability 可分性

These terms and conditions shall be deemed separable, and if any portion thereof is held to be invalid for any reason, the remainder shall not be deemed invalid but remain in full force and effect.

本协议所有条款之间相互独立，任何条款由于任何原因引起的无效并不导致其他条款无效。

15. Assignment 转让

Neither party shall assign the Agreement without written consent of the other party, the sole exception being that Seller may assign the Agreement in whole or in part to any of his subsidiaries or associated companies.

未经对方书面同意，任何一方不得转让本协议，除非卖方将本协议全部或部分地转让给其子公司或关联公司。