

# CONDITIONS OF PURCHASE 购买条款

## 1 Interpretation 说明

1.1 In these conditions 条款如下:

**'BUYER'** means Hexpol Compounding and its subsidiaries. **'CONDITIONS'** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. **'CONFIDENTIAL INFORMATION'** means all information in respect of the business of the Buyer including, but not limited to, know-how or other matters connected with the Goods or Services, and information concerning the Buyer's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Buyer and of such persons and any other information which, if disclosed, will be liable to cause harm to the Buyer.

“买方”指海克斯波聚合材料有限公司及其下属企业。“条款”指此文件中所设立的标准条目和购买条件以及（除非文意另有所指）买方和卖方书面协议中的所有特殊条款和条件。“机密信息”指买方所有业务方面的信息，包括但不限于专门技术或与货物和服务有关的其他事项，以及涉及购买方同实际和潜在的客户、顾客或者供应商关系的信息，购买方和类似的人的需要和要求，以及其他任何如果披露就有可能对购买方造成损害的信息。

**'CONTRACT'** means the contact for the sale and purchase of the Goods and/or the supply and acquisition of the Services. **'DELIVERY ADDRESS'** means the address stated on the Order. **'GOODS'** means the goods (including any installment of the goods or any part of them) described in the Order. **'INTELLECTUAL PROPERTY'** means copyright, patents, trade marks, design rights, know-how and other industrial or intellectual property of any kind whatsoever whether registered or capable of registration or not, in any part of the world and including all applications and the right to apply for any of the foregoing rights. **'MATERIALS'** means all items, data and other product of the Services (whether tangible or intangible, in paper, electronic or other form) created or provided by the Seller in the course of supplying the Services, **'ORDER'** means the Buyer's purchase order to which these conditions are annexed or in which these conditions are referred to.

“合同”指为出售和购买货物和/或服务的供应和收购而缔结的关系。“交货地址”指订单中的指定地址。“货物”指订单中的所述货物（包括货物的任何装置或部分）。“知识产权”指在世界上任何地方任何种类的版权，专利，商标，设计权，技术诀窍及其他工业或知识产权，无论已注册或者拥有注册能力与否，包括所有的申请和申请上述任何权利的权利。“材料”指由销售方在提供服务过程中所创造或提供的所有的项目、数据及服务其他产品（不论有形或无形还是以纸、电子或者其他形出现）。“订单”指附有这些条款或者这些条款所指的买方的购买订单。

**'PRICE'** means the price of the goods and/or the charge for the Services. **'SELLER'** means the person, firm or company selling the goods and/or providing the Services to the Buyer. **'SERVICES'** means the services (if any) described in the Order. **'SPECIFICATION'** includes any plans, drawings, data or other information relating to the Goods or Services. **'WRITING'** includes any form of written communication, paper, electronic or otherwise.

“价格”指货物价格和/或服务费用。“卖方”指出售货物和/或为买方提供服务的个人、商号或公司。“服务”指订单中的所述服务（如果有的话）。“规格”包括任何计划、制图、数据或与货物或服务有关的其他信息。“文件”包括任何形式下的书面交流，纸质、电子版或其他。

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

这些条件中任何涉及到法规或法规条款的信息都会被视为日后法规或法规条款修改,重新制定或扩充的依据。

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

这些条款中的小标题只是为了方便而设，不应影响它们的理解释。

1.4 In these Conditions, unless the context otherwise requires, "person" means any person, firm, company or state authority, any reference to the singular shall include the plural and vice versa and any reference to the masculine shall include the feminine and neuter and vice versa.

在这些条款中，除非文意另有所指，“个人”指任何个人、商号、公司或国家权力机关，任何单数的提及应包括复数，反之亦然，并且任何男性的提及应包括女性和中性，反之亦然。

## 2 Basis of purchase 购买总则

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions

订单构成买方购买货物的要约和/或服务要求受限于这些条款。

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by

the Seller. No conduct by the Buyer shall be deemed to constitute acceptance of any terms put forward by the Seller.

这些条款应适用于所定合同，除非卖方向买方报价时另提出其他条款，或者卖方接受订单时或据说接受订单时提出的其他条款和条件。买方的行为不应被视为可以构成对卖方提出的任何条款的接受。

**2.3 The Order is unconditionally accepted by the Seller unless notified in writing to the Buyer within 7 days of its date.**

除非在订单日期前七天书面通知买方，否则卖方须无条件接受订单。

**2.4 Seller's commencement of work against the Order will constitute acceptance by the Seller of these conditions.**

卖方违反订单着手工作将构成卖方对这些条件的接受。

**2.5 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.**

除非买方与卖方的官方代表之间达成书面协议，订单或者这些条款的任何变动都不具有约束力。

### **3 Specifications规格**

**3.1 The quantity, quality, and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.**

货物和服务的数量、质量和描述应遵照这些条款所提供的内容，遵照订单中和/或买方向卖方提供的任何适用规格中的特定要求或买方的书面同意。

**3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the Intellectual Property in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. For the avoidance of doubt, the Seller acknowledges that it shall not be entitled, without the express written consent of the Buyer, to sell or make use of any Goods or parts of any Goods manufactured by the Seller (or on the Seller's behalf) to any Specification produced by the Buyer.**

与本合同有关的，买方向卖方提供的任何规格或卖方为买方特别制定的规格，与规格的知识产权一起，应是买方的专有财产。卖方不应向任何第三方透露或使用本规格任何内容，除非它是公共知识或者由于非卖方过错而变为公共知识，或根据合同目的的需要。为了免生疑问，卖方承认，没有买方明确的书面同意它无权出售或使用由买方制定规格卖方（或以卖方的名义）制造的任何货物或货物部件

**3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.**

卖方应遵守所有适用的法规或其他有关货物的制造、打包、包装和交付及服务行为的法律规定。

**3.4 The Seller shall not employ workers under the age of fifteen, or in those countries subject to the developing exception of the ILO convention 138, to employ workers under the age of fourteen.**

卖方不应聘用年龄小于十五岁的工人，或在不受国际劳工组织公约第138条规定制约的国家里不应聘用年龄小于十四岁的工人。

**3.5 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party including the Sellers sub-contractors prior to despatch, and the Seller shall provide the Buyer with (or procure the provision to the Buyer of) all facilities reasonably required for inspection and testing.**

卖方不应毫无理由地拒绝买方在货物制造期间检查和测试货物的任何要求，不应无理地在发货前处理或在卖方或任何第三方包括卖方分包商的营业场所储存货物，且卖方应向买方提供（或为买方取得供应）检查和测试合理所需的所有设备。

**3.6 If as a result of inspections or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller as soon as reasonably practicable after inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. Any failure of this obligation by the Seller will be deemed a material breach.**

如果买方对检查和测试结果不满意，货物将遵从本合同的所有相关方面，所以买方在检查和测试后尽量合理可行地快速知会卖方，卖方应采取必要步骤，以确保守约。任何履行本义务的失败将被视为重大违约。

**3.7 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course of business.**

货物应按照买方的指示和任何适用法规或运送者的要求进行标记，妥善包装和担保，以便在正常业务过程中在无损坏的情况下到达它们的目的地。

**3.8 The Goods shall be packaged with packaging determined to be non-detrimental to the environment or may constitute in any other way a threat to safety, well being or health.**

货物的包装应确保无害于环境或可能以其他任何方式对安全、幸福或健康造成任何威胁。

**3.9 Where possible, the Seller shall package the Goods in returnable packaging.**

在可能的情况下，卖方应使用可重复利用性包装打包货物。

**3.10 The Seller shall comply with statutory environmental protection regulations.**

卖方应遵守法定环保规定。

**3.11 The Seller guarantees that the Goods shall not contain any legally prohibited materials or exceed permissible concentration of hazardous substances.**

卖方保证货物不会含有任何法律禁止的材料，也不会超出有害物质的可允许集中。

**3.12 The Goods shall comply with all applicable regulations according to Restricted use of Hazardous Substances in electrical and electronic equipment (RoHS) compliance.**

应根据在电力电子设备中限制使用的危害成分(RoHS)确认产品满足所有适用法规。

**3.13 The Seller will maintain detailed quality control and manufacturing records for the period of at least 10 years from the date of supply of Goods or performance of the Services.**

卖方从提供货物或服务行为之日起至少十年之内将保持详细的质量监控和制造记录。

#### **4 Price of the goods and services 货物和服务的价格**

**4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:**

货物和服务的价格应按照订单的规定，除非其他另有规定，应该：

**4.1.1 Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and**

专有的任何适用的增值税（应可由买方根据增值税发票收据支付）；且

**4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports or levies other than value added tax.**

包括用于包装、打包、运输、货运、保险和将货物交付到交付地址的所有费用，以及除增值税之外的任何关税、进口或课税。

**4.2 No increase in the Price may be made (whether on account of increased materials, labor or transport cost, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.**

除非经买方事先书面同意，将不会有价格的增加（无论是由于材料、劳力或运输成本的增加、汇率的波动还是其他）。

**4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.**

买方有资格获得立即付款、大批购买或购买数量的折扣。不论有没有显示在卖方自己的销售条款和条件中，这些通常由卖方给予。

#### **5 Terms of payment**

##### **5.付款的条款**

**5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Service, as the case may be, and each invoice shall quote the number of the Order.**

5.1 卖方有权利在交付货物或者提供服务时或者之后的任何时间给买方开发票，时间视情况而定，每张发票都应该注明订购的数目。

**5.2 Payment will be made in accordance with the terms stated on the Order, but in any case, shall not be due until at least 30 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.**

5.2 付款将按照订单中的条款规定，但是不管在什么情况下，不应晚于买家正常发票收据当月月底之后的至少三十天到期，如果晚了，在买家收到货物或服务之后。

**5.3 The Buyer will make every reasonable attempt to pay the invoice in line with the conditions detailed in 5.2, but in the event that it fails to pay any properly raised invoice by the due date for payment and has not paid the outstanding sums within ten working days of the Seller serving the Buyer a reminder of overdue payment notice**

the Seller shall be entitled to charge interest on the amount outstanding from time to time at 1% above the base rate for the time being of ICBC Bank.

5.3 买方将尽一切努力符合5.2里详细的条件支付发票，但是如果未能在截止日期前支付提交的发票，也没有在卖方为买方提供服务的十个工作日内支付欠款，卖方就会根据逾期付款通知收取买方工商银行当时基本利率的1%的付款。

5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

5.4 买方有权抵减卖方给买方的任何款项价格。

5.5 The Seller is not entitled to suspend deliveries or performance of the Goods or Services as a result of any sums being outstanding.

5.5 卖方无权因延期交付款项暂停交付的货物或服务的活动

## **6 Delivery**

### **6. 交货**

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.1 应在订单上指定的日期或日期内到交货地点交付货物或提供服务，一般在买方通常的营业时间。

6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of an Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.2 下订单以后交货或提供服务的日期就确定了，卖方应给买方一个指定日期的合理通知。

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.3 货物的交货时间和服务的提供时间是合同的实质。

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.4 包装说明上注明的订单数目必须和每次的订货和发货一致，而且必须明确突出。

6.4.1 A Certificate of Conformity in a form specified by the Buyer must accompany each delivery or consignment of the Goods unless agreed otherwise in writing.

6.4.1 买方指定表格里的确认单必须和每次的订货和发货一致，除非在合同中另有注明。

6.5 If the Goods are to be delivered, or the Services are to be performed, by installments, the Contract will be treated as a single contract and not severable.

6.5 如果发货或提供服务需要分期进行，合同仍是一个单一的，而不是好几个分开的合同。

6.6 The Seller acknowledges that precise conformity of the Goods and Services with the Contract is of the essence to the Contract and the Buyer shall be entitled to reject any Goods delivered or terminate the Contract if the Goods or Services are not in conformance with the Contract, however slight the breach, may be and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.6 卖方承认在合同中精确确认货物和服务是合同的本质。如果货物或服务与合同不符，买方应有权拒绝交付货物或终止合同。但是轻微的违反合同可能也应该不会被认为是已接受货物，除非买方有合理的时间检查发货，或者是在货物中任何潜在的缺陷变得明显以后的一段合理的时间。

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required enabling the Buyer to accept delivery of the Goods and performance of the Services.

卖方要及时提供相应指导或信息给买方，以便买方能够接受发货和所执行的服务。

6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

买方可以不必退还包装材料，不管买方是否接收这批货物。

6.9 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the price) to claim from the Seller by way of liquidated damages for delay 5% per cent of the Price for every week's delay up to a maximum of 25% per cent.

如果未按时发货或未按时履行服务，买方有权实施降价（如果买方已付款），或以规定违约金方式索赔，5%每耽搁一周，直到累积最大限额25%。

## **7 Risk and Property 风险和所有权**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

根据合同，买方要在发货时将货物损坏或损失风险告知买方。

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

除了发货之前预付款之外，当交货或者付款后，货物符合合同要求，这时货物所有权会随之转到买方手上。

## **8 Seller's Production 卖方生产**

8.1 The Seller shall comply, in relation to the production of the Goods or performance of the Services, with the applicable requirements of any quality system or standard designated by the Buyer from time to time.

卖方产品生产和服务有时要符合买方质量体系或标准要求。

8.2 The Seller shall immediately inform the Buyer if the Seller becomes aware of any defect, or potential defect, in any Goods already dispatched to the Buyer.

货物发给买方后，当卖方得知任何缺陷或潜在缺陷时，要立即通知买方。

## **9 Testing 测试**

9.1 In order that the Buyer shall (if the Buyer so requests) be given an opportunity to evaluate whether Goods or Services are free from defects, the Seller shall prior to the delivery of any Goods incorporating a new or amended specification, manufacture and perform quality control tests of samples in accordance with the Buyer's requirements as specified from time to time.

为使买方评价货物或服务是否存在缺陷，卖方在发货之前结合新的或最新修订的标准，根据买方要求制造样品并对其实施质量控制检测。

9.2 Once the sample has been approved by the Buyer no adjustments to the function, appearance, characteristics, material, production methods, place of manufacture, tooling or other equipment which may affect the Goods or Services may be carried out by the Seller other than with the prior written approval of the Buyer.

Delivery thereafter shall be only after renewed approval of a sample.

一旦样品经买方确认，不需调整功能，外观，特性，原料，生产方法，制造地点，工装或其它可能影响产品的设备，或卖方实施的服务，除了买方预先批准的之外。只有样品被批准之后才能发货。

9.3 The Buyer's final approval of any sample shall not affect the Seller's liability and obligations under these Conditions.

买方对样品的最终核准不会影响卖方此合同条款下的责任和义务。

## **10 Warranties and Liability 担保和义务**

10.1 The Seller warrants to the Buyer that the Goods and/or any Materials:

卖方向买方担保产品和原料

10.1.1 Will be delivered in the exact quantities required by the Buyer, as stated in the Order or otherwise specified by the Buyer in writing;

按照买方要求的数量发货，根据合同或买方其它书面说明

10.1.2 Will be of satisfactory quality and fit for any purpose made known by the Buyer or reasonably to be inferred from the circumstances relating to the Contract;

质量满意，符合买方告知的或根据合同推断的目的要求

10.1.3 Will be free from defects in design, material and workmanship;

设计，物料，工艺上没有任何瑕疵

10.1.4 Will correspond with any relevant Specification or sample;

符合相关规格或样品

10.1.5 Will comply with all statutory requirements and regulations relating to the sale or use of such Goods or Materials;

符合销售或此种产品物料使用方面的法律法规要求

10.1.6 Will not, and their use by the Buyer and/or any customer of the Buyer will not, infringe any Intellectual Property of any other person, except to the extent that the infringement arises from compliance with any Specification provided by the Buyer.

买方或买房客户使用不会侵犯任何其他人的知识产权，除非此侵犯是由于遵照买方指定规格引起。

10.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

卖方向买方保证卖方所提供的服务皆由有资质或经过培训的人员提供，他们如买方期待，谨慎勤奋，高质标准。

10.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

不会忽视赔偿，如果产品或服务不能按照合同标准履行，那么买方有权：

10.3.1 To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract, within 7 days or such other period as shall be agreed between the Buyer and the Seller in Writing; or

根据合同，要求卖方修理产品或替换产品服务，期限是7天或双方书面确定期限；或

10.3.2 At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

买方选择，不管或买方起初没有要求卖方修理或替换产品服务，视卖方违背合同，并要求偿还已付的货款。

10.4 The Seller shall indemnify the Buyer in full against any damages, loss, (including financial or economic loss) costs, claims, expenses (including legal fees and disbursements) and other liabilities awarded against or incurred or paid by the Buyer as a result of or in connection with:

卖方要偿还买方全部的损失（包括财务或经济损失），索赔，费用（包括法律费用和支出），和其它由于下列原因造成或由买方支付而产生的债务：

10.4.1 Breach of any warranty given by the Seller in relation to the Goods and Services (including but not limited to those set out at clause 10.1 above) or failure by the Seller to comply with the requirements of the Order for the Goods and Services:

违背卖方关于产品和服务方面的担保（包括但不限于10.1条款），或买方不能履行订单要求：

10.4.2 Any claim brought by a third party for any loss, injury or damage wholly or partly caused by a defect in the Goods;

由于产品缺陷给购买的第三方造成部分或全部损失，伤害或损坏

10.4.3 Without prejudice to the generality of clause 10.4.2 above, any liability in respect of the Goods under the Consumer Protection Act 1987 or any other legislation enacted in any part of China to give effect to the 1993 Law of protection of the Customers' Rights and the Interests and Product Quality;

不违背10.4.2条款的一般性，《消费者保护条例1987》或在中国任何地区实施的立法条款下产品责任使《顾客权益保护法1993》和《产品质量》得以实施

10.4.4 Any act omission or negligence of the Seller or its employees, agents or sub-contractors in supplying, delivering and (if appropriate) installing the Goods; and any act omission or negligence of any of the Seller's personnel in connection with the performance of the Services. Except, in each case, to the extent that such damages, loss, costs, claims, expenses or other liabilities were caused or contributed to by the negligence of the Buyer.

在供货，发货或（如果需要）产品安装过程中，任何忽视卖方或其员工，代理，分供方的行为；在评估卖方服务绩效时任何忽视卖方个人的行为；除了这种状况，损坏，损失，成本，索赔，费用或其它债务的产生是由于买方的疏忽造成

10.5 Subject to clauses 10.6 and 10.7 below, neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is caused by an event beyond that party's reasonable control ("Event of Force Majeure").

按照下面10.6,10.7条款，如果由于不可抗力原因导致合同耽延或不能履行，买卖双方都不会对此承担责任。

10.6 In the event that the performance by either party of its obligations under this Agreement is affected by an Event of Force Majeure, such party shall:-

如果此合同项下的任何一方职责受到不可抗力影响，此方应该：

10.6.1 As soon as reasonably practicable give notice to the other party of it being so affected;

尽相当可行地通知另一方

10.6.2 Continue to perform any obligations under the Contract that are not affected by the event in question;

继续履行合同项下不受影响的职责

10.6.3 Use all reasonable endeavors to mitigate the effect of such event on the performance of its obligations under the Contract and resume full performance of such obligations as soon as possible.

尽最大努力减轻事故对合同向下职责的影响，而且尽快恢复履行此全部职责

10.7 The Seller shall not be entitled to claim it is delayed or affected by an Event of Force Majeure if the cause in question is one which a reasonable supplier of goods or services similar to the Goods or Services (as the case may be) should have foreseen and provided for.

如果造成履行合同耽搁的原因是产品服务供方已经预见并提供信息，那么卖方无权索赔由于不可抗力导致的合同耽搁或影响损失

10.8 If the Seller fails to resume full performance of its obligations under the Contract within a period of 7 days after first being affected by an Event of Force Majeure, the Buyer shall be entitled to terminate the Contract at any time on giving immediate written notice to the Seller.

受不可抗力影响7天后，如果卖方还是不能全部履行合同条款，那么买方可以书面通知卖方，有权随时终止合同

## **11 Product Recall and Insurance**产品召回和保险

11.1 The Seller shall assist the Buyer in any enquiries, which it or its customer may have in relation to the Goods and/or any defect in them. If the Buyer or its customer decides to recall the Goods or recall products into which the Goods have been incorporated as a result of any defect in the Goods, the Seller shall compensate the Buyer for all its costs expenses and losses incurred in connection with such recall.

卖方要协助买方的任何询问，可能是客户关于产品瑕疵的。如果买方或其客户由于产品瑕疵导致召回，那么卖方要赔偿买方由于此次召回所产生的全部费用。

11.2 The Seller shall effect and maintain adequate product liability insurance with an insurance company of repute and the Seller shall at the Buyer's request supply to the Buyer a copy of the relevant Insurance Certificate. 卖方要在著名保险公司投足够的产品责任险，并应买方要求，向买方提供相关保险证书复印件

## **12 Tooling**工装

12.1 Where the Seller purchases new or adapts existing tooling in order to fulfill an Order of Goods the following terms shall apply:-

未履行订单，当卖方购置新的或为现有装置配置工装时，要遵循下列条款：

12.1.1 All tooling, including the Intellectual Property therein, shall belong to and be clearly labeled as the property of the Buyer, be available for inspection and/or removal by the Buyer on 24 hours' notice and housed in appropriate conditions by the Seller at all times.

所有工装，包括其知识产权，应该归属并标志为买方财产，买方24小时通知之内可以接受检验或移动，并一直由卖方以合适的状态储存。

12.1.2 The Seller shall be responsible for the safe keeping of the tooling and any damage suffered to it is the responsibility of the Seller. Tooling must be covered by the Seller's insurance policy at all times.

卖方负责安全储存该工装，任何损坏都是卖方责任。工装要一直由卖方负责保险。

12.1.3 Where the Seller agrees the Price of the Goods based on the manufacture of a new tool and the Buyer places a tooling order as a result, the Seller may not subsequently increase the Price. If the Seller seeks to impose an increase in the Price the Buyer shall be entitled to take possession of the tool, for which purpose the Seller agrees to allow the Buyer access to its premises, transfer it to another manufacturer and claim the costs from the Seller of modifying the tool for the contemplated use. In the event that the Buyer exercises its rights under this clause 12.1.3 it shall reimburse the Seller's costs of the new tool up to the point the Buyer took possession.

基于新工装的制造，一旦卖方同意产品价格，买方下了订单，那么卖方将不能再提价。如果卖方强行涨价，买方有权占有这些工装，以便卖方同意买方回到前提，转给另一家制造商，如果卖方由于预期使用而对工装进行了修改，那么买方要向卖方索赔。如果买方实施12.1.3条款，那么他要赔偿卖方具有的新工装费用。

12.1.4 Where the Seller adopts a tool already in existence but which needs conditioning in order to manufacture the Goods, the Seller shall only be able to recover the costs of modification from the Buyer if they are notified to the Buyer within 30 days of adoption of the tool.

如果卖方采用已有工装，但由于产品加工需要修正，那么只有在30天内通知买方，卖方才可以收回工装修改费用

12.1.5 In the event that a tool is not fit for the purpose for which it was designed or fails in bulk production runs the Seller is obligated to replace/refurbish/modify it at its own cost to ensure the manufacture and delivery of the original parts at the agreed specification, volume and contract price.

如果工装不能达到设计目的或不能进行批量生产运行，卖方有责任出资替换、更新、更改工装，确保按照起初商定的规格，数量和合同价格生产交付产品。

## **13 Termination**终止

13.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and /or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less:-

如果买方在发货或履行订单之前通知卖方，那么他有权终止部分或全部货物和/或服务的订单，这种情况下，买方的唯一职责就是付款给卖方由于其取消订单造成的产品或服务的价格。

13.1.1 In respect of the Goods in question, the price (if any) that the Seller, using all reasonable endeavors, is able to obtain for them on the open market; and

关于正在讨论的产品，卖方使用的价格应该可以公开市场获得。



13.1.2 The Seller's actual net saving of cost arising from such cancellation or (at the Buyer's discretion) such amount as the Buyer reasonably believes the Seller should have been able to save as a result of such cancellation.

卖方由于买方取消订单而产生实际成本补偿（或据买方推断），此数额应该可以作为取消结果保存

13.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

如果发生下列任一情况，买方有权通知卖方终止合同，不必承担任何责任：

13.2.1 The Seller becomes or is deemed to have become unable to pay its debts or makes any voluntary arrangements with its creditors (within the meaning of the Chinese Insolvency Act or similar legislation) or (being an individual or a firm one of whose partners becomes bankrupt) or (being a firm or LLP) is made the subject of winding-up proceedings or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or,

卖方不能偿还其债务，或与其债权人自发安排（意为中国破产程序或类似法规）或（变成个体或破产公司合伙人）或（作为合伙商号），作为结业科目（作为公司），开始受行政管理规则限制，或停业清理（除非合并或重组）；或

13.2.2 An encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Seller; or,

不动产负债人占有，或指定接受者拥有卖方财产或资产

13.2.3 The Seller ceases, or threatens to cease, to carry on business; or,

卖方停止或威胁停止交易，或

13.2.4 The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly;

买方理解为上面所发生的事项跟卖方有关，并将其通知卖方

13.2.5 The Seller commits any material breach of the Contract

卖方提交违背合同资料

## 14 General 概要

14.1 The Seller acknowledges that the Buyer's actual need for Goods and Services is continually determined by the Buyer's customers. Accordingly the Seller recognizes that the Buyer will require the Seller to demonstrate responsiveness to the Buyer's needs including a rapid exchange of information when the circumstances require and a high flexibility to adjusting circumstances.

卖方应该知道买方对于商品和服务的实际需求是由其客户决定的。因此卖方要认可，卖方要对买方需求随时作出反应，包括随环境要求信息的迅速更新和快速调整相关境况。

14.2 The Buyer is a member of the group of companies whose holding company is Hexpol Compounding, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

买方是公司集团成员之一，其控股公司是海克斯波，因此买方可以独自或通过其他集团成员实施其职责或权利，任何泄露其他成员的行为将视为泄露买方之行为

14.3 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract, unless the prior written consent of the Buyer.

订单属于卖方，未征得买方书面授权，卖方不可分派或转给其他人，不能将合同项下的任何权利转给他人，也不能转包合同项下的任何职责义务。

14.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

任何要求的注意事项或合同下任何一方承诺给另一方的信息都应该是书面的，注明另一方的注册地址，或企业法人地址，或其他该方提供的可追踪的地址。

14.6 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

若买方没有因为卖方违背合同而弃权，可视为对其他同样合同或规定的弃权。

14.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

如果这些条文规定全部或部分被主管当局定为无效或不可实施，那么这些条款的其他规定和剩余条款的有效性不受影响

14.8 The Contract shall be governed by Chinese Law, excluding the provisions of the Convention on the International Sale of Goods Act 11/4/1980. The Seller agrees to submit to the exclusive jurisdiction of the Chinese courts.

此合同受中国法律和货物国际销售准则11/4/1980默认条款的制约，卖方同意服从中国法院非独家权限。

## **15 Confidential Information 保密信息**

15.1 The Seller will keep confidential any and all Confidential Information that it may acquire.

卖方要对其获得的信息保密

15.2 The Seller will not use the Confidential Information for any purpose other than to perform its obligations under the Contract and will ensure that its officers, employees and sub-contractors comply with these provisions.

卖方不得以任何目的使用保密信息，除非履行合同项下职责，并确保其职员、雇员和下属单位遵循此规定。

15.3 The obligations on the Seller regarding Confidential Information will not apply to any information which: is publicly available through no act or omission of the Seller; or the Seller is required to disclose by order of a court of competent jurisdiction.

保密信息不包括：公众容易获知非卖方泄露信息，卖方根据能力权限法院要求透露的信息

In the event of a conflict between our Conditions of Purchase and any General Conditions of Sale, then these Conditions of Purchase shall prevail.

如果就采购条款和任何销售条款产生分歧，应服从相关采购条款