



**Victrex High Performance Materials (Shanghai) Co., Ltd. - General Terms and Conditions of Sale (November 2019 Edition)**  
**威格斯高性能材料贸易(上海)有限公司一般销售条款(2015年4月版)**

The following terms and conditions are incorporated by reference into the Contract (as defined below).  
以下条款和条件经提及而被并入合同(定义见下文)中。

**1. DEFINITIONS** - In these Conditions:  
定义 - 在本条款中:

**"Buyer"** refers to the individual firm or company to whom a quotation for the sale of Products is addressed or whose purchase order for the purchase of Products is accepted by VICTREX;

**"买方"**指取得威格斯产品的销售报价或者其采购产品的订单被威格斯接受的所有企业或公司;

**"Conditions"** means these standard terms and conditions of sale;  
**"条款"**指本标准销售条款和条件;

**"Contract"** means the particular individual contract for the supply of Products by VICTREX to the Buyer created by the issue by VICTREX to the Buyer of the Sales Order Acknowledgement pursuant to condition 3(b) below;

**"合同"**指针对威格斯向买方供应产品, 通过由威格斯根据下述第 3(b)条向买方出具销售订单确认函而订立的特定合同;

**"Group Company"** means in relation to a party, that party, each and any subsidiary or holding company from time to time and each and any subsidiary from time to time of a holding company of that party (with "holding company" defined as the shareholder holding more than 50% equity interest in or shares of such party, or, whose voting rights represented by its equity interest in or shares of such party are sufficient to produce material influence on the decisions of such party's shareholders' meeting; and "subsidiary" defined as a company established by such party with legal person status and the capability of assuming civil liabilities on its own;

**"集团公司"**就任何一方而言, 指该方及该方的任何子公司或控股公司, 以及该方的控股公司的任何子公司(“控股公司”被界定为持有该方百分之五十以上的股权或股份的股东, 或由其持有的该方的股权或股份所代表的表决权足以对该方股东大会的决议产生重大影响的股东; “子公司”被界定为由该方设立, 具有法人资格, 并能够独立承担民事责任的公司);

**"Incoterms"** means Incoterms 2010 as published by International Chamber of Commerce or such other edition in force at the date when the Contract is made;  
**"通则"**指由国际商会发布的《2010年国际贸易术语解释通则》或在合同订立之日生效的其他版本;

**"Products"** means goods and/or materials as specified in a Sales Order Acknowledgement;  
**"产品"**指销售订单确认函中载明的货物和/或材料;

**"Sales Order Acknowledgement"** means the document entitled Sales Order Acknowledgement generated by VICTREX and sent by post, fax or e-mail by VICTREX to the Buyer;

**"销售订单确认函"**指由威格斯生成并通过邮寄、传真或电子邮件发送给买方的、名为销售订单确认函的文件;

**"Services"** means any services to be provided by VICTREX to the Buyer as ancillary services in respect of the supply of the Products by VICTREX;

**"服务"**指将由威格斯向买方提供的作为威格斯供应产品之辅助服务的任何服务;

**"Special Conditions"** means such additional terms agreed from time to time in writing between VICTREX and the Buyer; and

**"特殊条款"**指威格斯和买方通过书面形式不时约定的附加条款;

**"VICTREX"** means Victrex High Performance Materials (Shanghai) Co., Ltd. (registered in the People's Republic of China under number 310000400449432) whose registered office is Part B Building G, No 1688, Zhuan-Xing Road, Xinzhuang Industry Park, Shanghai 201108, PRC.

**"威格斯"**指威格斯高性能材料贸易(上海)有限公司(注册成立于中华人民共和国, 注册号为310000400449432), 其注册地址为中国上海市莘庄工业区颛兴路1688号G栋B区, 邮编201108。

The headings are for convenience only and shall not affect the interpretation of this document.  
标题仅为行文方便而设, 不应影响对本文件的解释。

All references to prices, Products and Services contained in these Conditions shall be taken to mean the prices, Products and Services detailed in VICTREX's Sales Order Acknowledgement.

本条款中提及的价格、产品和服务, 应被理解为系指在威格斯销售订单确认函中所详述的各价格、产品和服务。

**2. APPLICATION**  
适用性

(a) These Conditions shall govern and be incorporated in every Contract made by or on behalf of VICTREX with the Buyer and unless otherwise expressly agreed in writing between VICTREX and Buyer shall prevail over any terms and conditions contained or referred to in any documentation submitted by the Buyer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing.

本条款应对由威格斯或其代表与买方签署的所有合同有约束力, 并应被并入该等合同中, 且除威格斯与买方另行以书面形式明确约定外, 应优先于由买方提交的任何文件或通信或其他文件中所载的或所提及的、或任何行业惯例、贸易惯例或交易习惯所暗示的任何条款和条件而适用。

(b) VICTREX's quotation is not to be taken as an offer and no Contract shall take effect unless and until a Sales Order Acknowledgement has been issued by VICTREX to the Buyer.

除非且直至威格斯已向买方发出销售订单确认函, 威格斯的报价不应被视为一个要约, 且任何合同均不应生效。

(c) VICTREX is prepared to receive the Buyer's order by telephone, by fax or by e-mail but will have no responsibility whatsoever for any error or omission in the transmission of the Buyer's order. 威格斯已准备好接收由买方通过电话、传真或电子邮件发出的订单, 但将不会对在买方订单传输过程中发生的任何错误或遗漏承担任何责任。

(d) VICTREX shall be entitled to rely in all respects and in all circumstances on the contents of the Sales Order Acknowledgement as stating the quantity and grade of the Products and any Services to be supplied. Accordingly it shall be the Buyer's sole responsibility to check the Sales Order Acknowledgement and to notify VICTREX forthwith as soon as possible but not later than 3 days after the receipt of the same where the Products and any Services are not properly stated in the Sales Order Acknowledgement.

威格斯有权在任何方面并在任何情况下依赖载明拟提供的产品和任何服务的数量和级别的销售订单确认函内容。相应的, 买方应独自负责检查销售订单确认函, 并在销售订单确认函未适当载明产品及任何服务的情况下, 在收到销售订单确认函后独自负责立即尽快且在收到该等销售订单确认函后的三(3)天内告知威格斯。

(d) The Contract shall be based solely on these Conditions and any Special Conditions.

合同应仅以本条款和任何特殊条款为依据。

(e) The Buyer expressly agrees that these Conditions and any Special Conditions shall take precedence over any contractual provisions offered by the Buyer. VICTREX shall not be bound by and does not agree to any contractual provisions offered by the Buyer save to the extent, if any, that VICTREX expressly agrees to the same in writing.

The Buyer agrees that no actions taken by VICTREX shall be interpreted as VICTREX's acceptance of any contractual provisions offered by the Buyer.

买方明确同意: 本条款与任何特殊条款应优先于买方提出的任何合同条款。除非威格斯书面明确同意, 否则威格斯不应受买方提出的任何合同条款约束, 且并未对该等合同条款作出同意。买方同意, 威格斯的任何行动均不应被解释为威格斯接受买方提出的任何合同条款。

**3. ORDERS**  
订单

(a) Unless otherwise agreed in writing between the parties, the Buyer shall place orders for Products in bulk with a lead time of at least 14 days and each order shall be in full unit quantities.

除非双方另行书面约定, 买方应就产品下达批量订单, 交付周期为至少14天, 并且各订单的数量应为完整单位。

(b) VICTREX shall, as soon as reasonably practicable after receipt of an order, notify Buyer of whether it accepts such order and the anticipated delivery date for that order by issuing a Sales Order Acknowledgement. Each order that is so accepted shall constitute a separate binding Contract.

威格斯应在收到订单后的合理时间内尽快发出销售订单确认函, 告知买方其是否接受该订单以及预计交付日期。通过上述方式接受的各订单应构成一份单独的有约束力的合同。

**4. DELIVERY**  
交付

(a) Time for delivery of the Products and completion of the Services as stated by VICTREX in a Sales Order Acknowledgement is stated as accurately as reasonably practicable but is not guaranteed. Except where otherwise agreed in the Sales Order Acknowledgement, VICTREX shall deliver to the Buyer's premises as stated in the Buyer's order(s).

威格斯在销售订单确认函中所列的交付产品和完成服务的时间在合理范围内将尽可能精确, 但并不就此提供保证。除非在销售订单确认函中另行约定, 否则威格斯应向买方订单中载明的买方所在地进行交付。

(b) The Buyer shall have no right to cancel the Contract for the failure of VICTREX to meet any delivery or completion time stated in the Sales Order Acknowledgement.

买方无权因威格斯未遵守销售订单确认函中列明的任何交付或完成时间而取消合同。

(c) All Products delivered to Buyer shall be delivered CIP (Incoterms 2010) to the Buyer's named delivery point (or such other delivery point as may be specified in the Sales Order Acknowledgement).

所有向买方交付的产品均应以 CIP (2010 年通则) 向买方指定的交货地点(或在销售订单确认函中载明的其他交货地点)进行交付。

(d) Upon receipt of each delivery of Products sold hereunder, the Buyer shall examine such Products for any damage, defects or shortage. VICTREX will have no liability unless the Buyer notifies VICTREX within 3 days of receipt of the Products and confirms by notification in writing within 7 days of receipt of the goods, following which the provisions of Condition 10(b) shall apply. If the Buyer fails to give VICTREX such notice of rejection, the Buyer shall be deemed to have accepted the delivery in full.

收到依据本条款销售的产品后, 买方应检查该等产品是否存在任何损坏、瑕疵或缺缺情况。除非买方在收到产品后 3 日内通知威格斯, 并在收到货物后 7 日内通过书面通知形式进行确认(该等期限届满后, 应适用第 10 (b) 条), 否则威格斯将不承担任何责任。若买方未能发出该等拒收通知, 其应被视为已接受全部交付。

(e) Failure by the Buyer to take delivery of any one or more instalments of Products delivered in accordance with the Contract shall entitle VICTREX to terminate the Contract either in whole or part.

若买方未能提取任何依合同约定交付的一批或多批产品, 威格斯有权全部或部分终止合同。

(f) VICTREX shall be entitled to deliver the Products by instalments. Each instalment shall be treated as if it constituted a separate and distinct contract between VICTREX and the Buyer.  
威格斯有权分批交付产品。各批次均应被视为构成威格斯和买方之间订立的单独且不同的合同。

## 5. PRICE 价格

(a) Save as otherwise agreed in writing by VICTREX, or as indicated in the Sales Order Acknowledgement or any Special Conditions, the prices of the Products:

除非威格斯另行书面同意，或在销售订单确认函或任何特殊条款中有规定，否则产品的价格：

(i) will be those prevailing at the time of delivery;  
将为交付时的通行价格；

(ii) are stated as a price per tonne, litre, metre, squared metre or kilogram (as appropriate);  
应以吨、升、米、平方米或千克（如适用）为单位计价；

(iii) shall exclude all costs associated with expedited delivery including but not limited to costs relating to freight, transportation, insurance, delivery and unloading; and  
应不包括与加急配送相关的所有费用，包括但不限于与运输、保险、交付和卸货相关的费用；及

(iv) are exclusive of any sales, excise or other taxes, which VICTREX shall add at the appropriate prevailing rate.  
不包括威格斯应按适当的现行税率加算的任何销售税、消费税或其他税款。

(b) A standard handling fee of shall apply CNY 650 to all orders where the total quantity of Victrex Products ordered in granular or powder form is less than 100kg per order. (A request for multiple deliveries to the same delivery address upon different dates shall be treated for the purpose of applying the standard handling fee as separate individual orders.) 如果每次订购的颗粒状或粉末状的威格斯产品的总量小于 100kg，则统一收取标准手续费 650 元人民币。(倘若一个订单上要求不同日期向同一交货地址多次交货，则每次发货视为一个单独的订单并适用手续费。)

## 6. RETENTION OF TITLE 保留所有权

(a) Risk of damage or loss of the Products shall pass to the Buyer at the time of delivery. In case of any breach of the Contract by the Buyer which leads to VICTREX' failure to deliver the Products on time, the risk of damage or loss of the Products shall pass to the Buyer at the time of their breach. 产品的损坏或灭失风险应在交付时转移至买方。如买方违反合同规定，且因此导致威格斯未能按时交付产品，产品的损坏或灭失风险应在买方发生违约时转移至买方。

(b) Notwithstanding delivery and passing of the risk of loss, the Products will remain the property of VICTREX until VICTREX receives payment in full (in cash or cleared funds) for the Products and any other goods or Services that VICTREX has supplied to the Buyer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.  
尽管已进行交付且灭失风险已转移至买方，但产品仍为威格斯的财产，直到威格斯收到买方应就威格斯向买方供应的产品和任何其他货物或服务而支付的全部到期应付款项（无论以现金或是即时可用的资金支付）；在此情况下，产品的所有权应在支付所有该等款项时转移。

(c) From delivery until title to the Products passes to the Buyer, the Buyer shall insure the Products for full value. The Buyer shall hold the proceeds of any claim on the insurance policy on trust for VICTREX and shall immediately account to VICTREX for any proceeds.  
自交付起至产品所有权转移至买方时止的期间内，买方应为产品投保全值保险。买方应以信托方式为威格斯持有因任何保单索赔而取得的收

益，并应立即就任何该等收益向威格斯做出说明。

(d) Until such time as title to the Products passes to the Buyer the Buyer shall hold the Products as VICTREX's trustee and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as VICTREX property, but shall be entitled to use (or where authorised by VICTREX in writing in advance, resell) the Products in the ordinary course of its business in which case all proceeds from such resale or use shall be held by the Buyer in trust for the benefit of VICTREX.

直至产品的所有权转移至买方，买方应作为威格斯的托管人持有产品，并将产品与买方和第三方的货物分开保存，并妥善存放、保护、投保和识别为威格斯财产；但买方应有权在其正常业务经营过程中使用（或在取得威格斯事先书面授权的情况下，转售）该产品，在此情形下，因该等转售或使用而取得的全部收益应由买方为威格斯之利益而以信托形式持有。

(e) Until such time as title to the Products passes to the Buyer, (and provided the Products are still in separate identifiable existence and have not been re-sold) VICTREX shall be entitled at any time to require the Buyer to deliver up the Products to VICTREX and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer if the Products are stored and repossess the Products all to the fullest extent permitted by law, and where the Products are stored at the premises of a third party the Buyer shall procure a right for VICTREX to enter such third party's premises to repossess the Products.

直至产品的所有权转移至买方，（且前提是产品仍单独存放且可被辨认且未被转售）威格斯在法律允许的最大范围内，应有权在任何时间要求买方向其交付产品；若买方未能立即如是交付，威格斯在法律允许的最大范围内，有权进入任何存放产品的买方所在地并收回产品；若产品存放于第三方所在地，买方应为威格斯取得进入该第三方所在地并收回该产品的权利。

(f) The Buyer shall not be entitled to pledge, grant a security interest in, or charge by way of security for any indebtedness any of the Products which remain the property of VICTREX, and if the Buyer does so all monies owing by the Buyer to VICTREX shall forthwith become due and payable, without prejudice to any other right or remedy of VICTREX.

买方无权就任何负债对任何仍属威格斯的财产的产品设置质押、抵押、或授予担保权益，若买方对该等产品设置质押、抵押或授予担保权益，则买方欠付威格斯的所有款项（在不影响威格斯享有的任何其他权利或救济的情况下）应立即到期应付。

(g) Notwithstanding any other provision of this Condition 6:

尽管本第 6 条中有任何其他规定：

(i) the Buyer shall be entitled to use (or where authorised by VICTREX in writing in advance, resell) the Products in the ordinary course of business (provided that this right shall automatically cease should the Buyer become subject to any of the events listed in Condition 11(a)(ii)); and  
买方有权在其正常业务经营过程中使用（或经威格斯事先书面授权，转售）产品（前提是权利应在买方发生第 11(a)(ii)条所列之任何事件时自动停止）；及

(ii) VICTREX may elect for title to the Products to pass to the Buyer at any time following delivery to the Buyer.  
威格斯可在向买方交付后的任何时间选择将产品的所有权转移至买方。

## 7. SERVICES 服务

(a) The provisions of this Condition 7 shall only apply if VICTREX is providing Services to the Buyer.  
本第 7 条规定应仅适用于威格斯向买方提供服务的情况。

(b) In providing Services VICTREX shall:  
威格斯提供服务时应：

(i) provide Services with reasonable care and skill;

通过合理的谨慎操作和技能提供服务；

(ii) use reasonable endeavours to meet any performance dates agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services; and  
尽合理努力以符合双方约定的任何履行日期，但任何该等日期应仅为估计时间，且延迟提供服务不应构成重大违约；及

(iii) have the right to make any changes to the Services that are necessary to comply with any applicable law or safety requirement, or that do not materially and adversely affect the nature or quality of the Services.

有权对服务作出为遵守适用法律或安全要求所必须的、或对服务性质或质量不产生任何重大不利影响的任何变更。

## 8. PAYMENT 付款

(a) VICTREX may, on or after the date it sends any instalment of the Products, invoice the Buyer for those Products.

威格斯可在发出任何批次的产品之日当日或之后，向买方开具该批产品的发票。

(b) Buyer shall pay each invoice in full in accordance with the payment terms as set out on the invoice. Time shall be of the essence for payment of the Buyer's invoices.

买方应根据发票上所列的支付条款全额支付每张发票。按时间支付买方发票是本条款的最基本要件。

(c) Notwithstanding the provisions of Conditions 8(a) and 8(b), VICTREX reserves the right (in VICTREX's absolute discretion) to require payment in full for the Products on or before delivery or otherwise to change any credit terms given to the Buyer from time to time.

尽管有第 8(a)和 8(b)条规定，威格斯有权依其自行决定要求买方在交付产品/服务之时或之前全额付款或以其他方式不时变更提供给买方的任何信用条件。

(d) Interest is payable on overdue amounts of invoices at the rate of 3% over Barclays Bank plc base rate from time to time, to run from the due date for payment until receipt by VICTREX of the full amount (including any accrued interest) whether before or after judgment.

如逾期支付发票金额，应按照巴克莱银行不时公布的基准利率向上浮动 3%的利率就逾期款项支付利息，计息期应自该笔款项的到期日起，至威格斯收到全部款项（包括任何应计利息，且无论威格斯收到全部款项系在获得法院判决之前或之后）时止。

(e) VICTREX may suspend the supply of Products to the Buyer where any payment is overdue from the Buyer to VICTREX under any Contract or any contract between VICTREX (or any Group Company of VICTREX) and a Group Company of the Buyer, until all such amounts have been paid. 若在任何合同或由威格斯（或任何威格斯集团公司）与买方集团公司订立的任何合同项下应由买方向威格斯支付的任何款项发生逾期，威格斯可暂停向买方供应产品，直至全部该等应付款项支付完毕时止。

(f) All sums payable in respect of an order shall be payable in full by the Buyer without deduction of any kind, whether by way of set-off, counterclaim or otherwise howsoever. The Buyer shall not be entitled to set-off an amount owing or alleged to be owing to it by VICTREX against amounts owing by it to VICTREX.

任何订单所涉的全部应付款项应由买方全额支付，且不得以抵销、反诉或其他任何形式进行扣除。买方无权将威格斯欠予或被声称欠予买方的金额与买方欠予威格斯的金额进行抵销。

## 9. EXPORT SALES 出口销售

(a) The Buyer acknowledges that the export of Products and any associated technology,

including intellectual property as further described in Condition 12, may be subject to export control regulations in certain applicable jurisdictions (as such regulations may be amended from time to time).

买方确认，产品和任何相关技术（包括但不限于知识产权（进一步规定见第 12 条））的出口，可能会受限于部分相关司法管辖区的出口管制规定（包括可能不时对其进行修订）。

(b) Buyer agrees that as a condition of VICTREX's acceptance of any order and therefore any Contract made under these Conditions, that:

买方同意，作为威格斯接受任何订单以及因此依照本条款而订立的任何合同的一项条件：

(i) the Products and any associated technology will not be used:  
产品和任何相关技术将不会被用于：

(1) for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity; or  
与任何化学、生物、核武器或有能力运载该等武器的导弹相关的，或支持任何恐怖活动的目的；或

(2) in breach of any applicable laws, trade sanctions or trade embargoes; and  
违反任何适用法律、贸易制裁或贸易禁运；及

(ii) the Products and any associated technology will not be re-sold if it is known or suspected that they are intended to be used for such purposes.

若知晓或疑似产品和任何相关技术将拟用于上述目的，买方将不转售该等产品或技术。

(c) In the event that VICTREX is not able to obtain any requisite governmental licence, consent or permit or other authorisation in fulfilment of any order or Contract hereto, VICTREX shall not be liable to the Buyer or any third party in respect of any bond or guarantee or for any loss, damage or other resultant financial penalty.

若威格斯无法取得完成本条款项下任何订单或合同所需的任何政府许可、同意、批准或其他授权，威格斯不应就任何保证或担保、或任何损失、损害或其他所导致的罚金而对买方或任何第三方承担责任。

(d) The sales of the Products are subject to the Incoterm (if any) stated in the Sales Order Acknowledgement. In the event of any conflict between the provisions of Incoterms and these Conditions, then the Sales Order Acknowledgement shall prevail.

产品的销售应受销售订单确认函中所述的通则（如有）约束。若通则条款和本条款有任何冲突，则应以销售订单确认函为准。

(e) It is hereby agreed between the parties that the United Nations Convention on Contracts for the International Sales of Products shall not apply to any Contract pursuant to these Conditions.

双方特此同意，《联合国国际货物销售合同公约》不应适用于任何依据本条款而订立的合同。

(f) The Buyer shall be responsible for complying with any legislation or regulations governing the importation of Products into the country of destination and for the payment of any duties on them.

买方负责遵守任何与将产品进口至目的地所在国相关的法律或法规，以及缴纳对该等产品征收的任何税款。

## 10. WARRANTY AND LIABILITY 保证和责任

(a) VICTREX warrants that the Products will, when delivered, comply with VICTREX's standard specification applicable at the time of manufacture.  
威格斯保证产品在交付时将符合生产时适用的威格斯标准规范。

(b) VICTREX is not liable for any defect in the Products unless the Buyer has given notice to VICTREX within the time periods provided in

Condition 4(d). If the Buyer notifies VICTREX of a defect in the Products within the specified time periods, VICTREX's only obligation is, at its option, to either

除非买方依据第 4(d)条在规定时间内通知威格斯，威格斯不对任何产品瑕疵承担责任。若买方在规定时间内就产品瑕疵通知威格斯，威格斯只有义务（可自主选择）

(i) replace or repair any quantity of the Products that are damaged or defective; or  
更换或修理任何数量的损坏或瑕疵产品；或

(ii) refund to the Buyer the amount paid by the Buyer for the quantity of the Products the subject of the claim, together with applicable transportation costs.  
向买方偿还买方就索赔所涉部分产品所支付的价款及相关运输费用。

(c) VICTREX makes no representations and gives no warranties or undertakings, express or implied, in fact or in law:

威格斯不就以下各项作出事实或法律方面的任何明示或默示陈述、保证或承诺：

(i) as to the suitability or otherwise of the Products for use in the manufacture of products by the Buyer or any other application;  
有关买方在生产产品或其他应用中使用产品的适用性或其他方面；

(ii) as to the ownership, validity or subsistence of any intellectual property that may subsist in the Products or in any application or use thereof; or  
有关产品或任何对产品的任何应用或使用中可能存在的任何知识产权的所有权、有效性或存在；或

(iii) for the benefit of the Buyer or the Buyer's customers or agents.  
为买方、或买方客户或代理的利益。

and all of the foregoing are disclaimed by Victrex.  
且威格斯不对前述各项承担责任。

(d) It shall be the sole responsibility of the Buyer to determine the suitability of the Products for use in the manufacture of products by the Buyer or any other application and any use that the Buyer may make of the Products is at the Buyer's own risk.  
买方应独自负责确定产品是否适合用于买方生产产品或进行其他应用，且无论买方将产品用于任何用途，其风险应由买方承担。

(e) VICTREX has not and will not participate in the design, manufacture, sale or distribution of any of the Buyer's products.  
威格斯过去和将来均不参与任何买方产品的设计、生产、销售或配送。

(f) VICTREX is not liable to the Buyer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for:

威格斯不就以下各项向买方承担责任，无论依据合同、侵权（包括疏忽）或恢复原状、或违反法定义务、虚假陈述或其他：

(i) any defect in the Products or Services caused by fair wear and tear, abnormal or unsuitable conditions of storage or use after delivery, or an act, omission or default of the Buyer or a third party; or  
由于正常磨损、不正常或不适当的交货后的存储或使用条件、买方或第三方的作为、不作为或违约所导致的产品或服务的任何瑕疵；或

(ii) loss of revenues, loss of contracts or loss of profits, whether direct, indirect or consequential loss, nor for any indirect or consequential loss and whether arising from negligence, breach of contract or otherwise.  
收入损失、合同损失或利润损失，无论为直接、间接或后果性损失，或因疏忽、违约或其他原因而导致的任何间接或后果性损失。

(g) The entire liability of VICTREX under or in connection with the Contract, whether in

contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, is limited to an amount equal to two times the total of the charges payable by the Buyer under the Contract. 威格斯在合同下或与合同相关的全部责任，无论依据合同、侵权（包括疏忽）或恢复原状、违反法定义务、虚假陈述或其他，应以相当于买方在合同下应付之全部费用两倍的数额为限。

(h) Except as set out in these Conditions, all conditions, warranties and representations, express or implied by:

除本条款约定外，通过以下各项做出的明示或默示的条件、保证和陈述：

(i) statute; or  
成文法；或

(ii) otherwise, in relation to:  
与以下各项有关的其他条件、保证和陈述：

(1) the Products; or  
产品；或

(2) any intellectual property that may subsist in the Products or in any use or application thereof.  
产品或对产品的使用或应用中可能存在的任何知识产权，

are excluded to the fullest extent permitted by law.  
将在法律允许的最大范围内排除适用。

(i) Nothing in these Conditions shall exclude or limit a party's liability for death or personal injury, or caused by its negligence, or for any other matter, if and to the extent that under the laws of the People's Republic of China, liability for it cannot be excluded, restricted or limited in the context of this Agreement. The invalidity, illegality or unenforceability of any part of these Conditions does not affect or impair the continuation in force of the remainder of these Conditions.

若中华人民共和国法律不允许在本协议下排除或限制一方对于死亡或人身伤害、或由于其疏忽、或对于任何其他事项而应承担的责任，本条款任何排除或限制一方应承担的该等责任。本条款任何款项无效、不合法或不可执行的，不影响或损害本条款其他款项继续有效。

## 11. TERMINATION 终止

(a) Either party shall be entitled to terminate the Contract by giving written notice to the other if: 若发生以下情况，任何一方应有权以对方向发出书面通知的方式终止合同：

(i) the other party commits a material breach of any of the terms and conditions of the Contract and in the case of a material breach capable of remedy, fails to do so within thirty (30) days of written notice being received specifying the material breach and requiring its remedy; and/or  
另一方严重违反合同的任何条款和条件，且在该严重违约可补救的情形下，未能在收到指明该严重违约并要求其进行补救的书面通知后三十（30）天内予以补救；和/或

(ii) if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed, or becomes subject to any administration order to dissolve or have its business license revoked or suspended, or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or becomes insolvent or bankrupt or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party or if the other party ceases or threatens to cease to carry

on business or if the financial position of the other party deteriorates to such an extent that in the reasonable opinion of the performing party the capability of the other party adequately to fulfil its obligations under the Contract has been placed in jeopardy.

若另一方的任何财产或资产被任何权利负担权利人占有，或者就该等财产或资产任命任何接管人、行政接管人或被类似人员，或者另一方与债权人作出任何自愿安排或受制于任何行政命令或被指定管理人，或者另一方被任何行政命令勒令解散或被吊销或暂停营业执照，或者另一方进入清算程序或通过清算决议（除不涉及破产目的的合并或重组，其中所产生的实体同意受另一方的义务约束或承担强加给另一方的义务），或者依据另一方所在司法管辖区的法律该方资不抵债、破产或发生任何类似的事件，或者另一方停止或威胁停止经营业务，或者另一方的财务状况恶化以至于履行方合理认为另一方充分履行其在合同项下之义务的能力受到影响的程度。

- (b) The termination or expiry of the Contract, however arising, will be without prejudice to the rights and remedies of VICTREX accrued prior to termination or expiry. The Conditions that expressly or impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry of the Contract.
- 无论因何种原因导致合同终止或到期，该等终止或到期不应影响威格斯在终止或到期前已取得的权利和救济。明示或默示将在终止或到期后将继续有效的条款应在合同终止或到期后仍可执行。

## 12. INTELLECTUAL PROPERTY 知识产权

- (a) All intellectual property rights (including but not limited to patents, trade marks, service marks, rights in designs, copyrights, database rights (whether or not any of these is registered and including applications for registration of the foregoing) and all rights and forms of protection of a similar nature or which have equivalent or similar effect to any of the foregoing which may subsist anywhere in the world) in or to the Products which vest in VICTREX shall remain vested in VICTREX. The Buyer acknowledges that these Conditions or any Contract do not operate to vest in the Buyer any right, title or interest in or to any such rights. The Buyer shall not at any time assert any rights in the goodwill attaching to any of VICTREX's trademarks or any other intellectual property, and all such rights shall vest in and ensure exclusively for the benefit of VICTREX. If the Buyer challenges the validity of VICTREX's rights in or to, or the validity of any of VICTREX's trademarks (or any applications or registrations thereof) or any other intellectual property of VICTREX, then VICTREX shall be entitled to terminate the Contract immediately.
- 威格斯拥有的产品上的所有知识产权（包括但不限于专利、商标、服务标志、设计专有权、著作权、数据库专有权（无论任何上述权利是否已被注册（包括对于前述的申请注册））及世界任何地方可能存在的具有保护性或前述各项类似性质或效果的所有权利和形式）应始终由威格斯拥有。买方承认，本条款或任何合同不得作为授予买方对于任何该等权利的任何权利、权益或利益。买方不得在任何时间对威格斯的商标或任何其他知识产权所附的商誉声称任何权利，所有该等权利和利益均应由威格斯拥有和排他性地享有。若买方质疑威格斯对威格斯的任何商标（或对其的任何申请或注册）或威格斯的其他知识产权所享有之权利的有效性、或威格斯的任何商标（或对其的任何申请或注册）或威格斯的其他知识产权的有效性，则威格斯有权立即终止合同。
- (b) The Buyer shall not cause or allow to be analysed and/or reverse engineer any Products, or any samples provided by VICTREX, to determine the chemical composition, formulation or measure the properties of such Products or samples, unless with the prior written consent of VICTREX which may be given or withheld in the sole and absolute discretion of VICTREX.

除非经威格斯的先书面同意（威格斯可自主决定给予或拒绝同意），买方不得使得或允许对任何产品或由威格斯提供的任何样品进行分析和/或开展反向工程，以确定该等产品或样品的化学成分、配方或物理尺寸。

## 13. CONFIDENTIALITY 保密

- (a) Each party agrees that all information received from the other party under the Contract, including the nature of the Products and/or Services to be provided by VICTREX and the existence of any Contract shall be maintained in confidence and not disclosed to others, except as such disclosure may be required by applicable law or court order, and the receiving party agrees not to use such information for any purpose other than the fulfilment of a Contract without the prior written consent of the other party. The obligations of confidentiality shall survive the termination or expiry of the Contract.
- 每一方均同意，应对其在本合同项下从另一方收到的所有信息（包括威格斯将提供之产品和/或服务的性质，以及任何合同的存在）保密，且不得向任何第三方披露；除非该等披露系按适用法律或法院命令要求而进行，且接收方同意，未经另一方事前书面同意，不得为除履行合同以外的任何其他目的而使用该等信息。
- (b) Each party shall use commercially reasonable care to protect the confidentiality of information received from the other party but in all events no lesser standard of care to protect the confidentiality of information received from the other party than it uses to protect its own confidential information, and shall limit disclosure of such information to those of its personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of such information.
- 每一方应尽合理商业努力（但任何情况下均不低于其自身保密信息的保护标准）对从另一方收到的信息保密，且若该方需向其确有必要了解该等信息，并应限制仅向其确实需要了解并对该等信息负有书面保密义务的员工披露该等信息。

## 14. ANTI-BRIBERY 反贿赂

- (a) Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction applicable to the parties and the supply of the Products and/or Services ("**Applicable Bribery Law**"). No party shall place the other in breach of any Applicable Bribery Law.
- 每一方应遵守适用于以及提供产品和/或服务的任何司法管辖区内有关反贿赂和反腐败的所有适用法律、法规、规章和规范（"**适用的反贿赂法**”）。任何一方不得使得另一方违反任何适用的反贿赂法。
- (b) Each party shall maintain in place throughout the term of this Contract its own adequate policies and procedures to ensure compliance by it and its personnel with the Applicable Bribery Law, and will enforce those policies and procedures as necessary to avoid any breach by it or its personnel of Applicable Bribery Law. Each party shall promptly answer reasonable enquiries from the other party relating to those policies and procedures.
- 每一方应在本合同期间内始终维持其自身充分的政策和程序，以确保其及其员工遵守适用的反贿赂法，并实施必要政策和程序以避免其或其员工违反适用的反贿赂法。每一方应及时回答另一方有关该等政策和程序的合理询问。
- (c) The Buyer shall promptly report to VICTREX any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of this Contract.
- 买方应及时向威格斯报告对于买方所收到与本合同履行有关的任何性质的任何不正当经济或其他利益的任何请求或要求。

- (d) Breach of this Condition 14 shall be deemed a material breach and not capable of remedy. 违反本第 14 条应被视为严重违约且无法补救。

## 15. FORCE MAJEURE 不可抗力

If VICTREX is prevented, hindered or delayed from or in supplying Products by an event or circumstance beyond its control (including, without limitation, strikes, lockouts and other industrial disputes, accidents, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, reductions in or unavailability of power at manufacturing plant, breakdown of plant or machinery, or shortage or unavailability of raw materials from normal sources or routes of supply or delay by the Buyer in the performance of any of its obligations under the Contract (each of the foregoing being a "Force Majeure Event")) VICTREX may, at its option and without any liability for any loss or damage suffered by Buyer:

若威格斯因超出其控制范围的事件或情况而被阻止、妨碍或延误供应产品（包括但不限于罢工、停工及其他劳资纠纷，意外、天灾、战争、暴动、骚乱、恶意破坏行为，遵守法律或政府命令、规则、条例或指令，制造工厂电力减少或不可用，工厂或机器故障，来自正常供应渠道或途径的原料短缺或不可获得，或买方迟延履行其在合同项下的任何义务）（前述每一项称为“不可抗力事件”），威格斯可自行选择采取以下行动，且不对买方遭受的任何损失或损害承担任何责任：

- (a) suspend deliveries while the Force Majeure Event (or its effects) continues (or continue); or 在不可抗力事件（或其影响）持续期间暂停交付；或
- (b) terminate any Contract so affected with immediate effect by written notice to the Buyer. 以书面通知买方的方式立即终止受此影响的任何合同。

## 16. REMEDIES AND WAIVERS 救济和弃权

No delay or omission by either party in exercising any right, power or remedy provided by law or under these Conditions shall: 任何一方在行使法律或本条款规定的任何权利、权力或救济的任何延迟或遗漏不应：

- (a) affect that right, power or remedy; or 影响该等权利、权力或救济；或
- (b) operate as a waiver of it. 构成对该等权利、权力或救济的弃权。

The single or partial exercise of any right, power or remedy provided by law or under these Conditions shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. The rights, powers and remedies provided in these conditions are cumulative and not exclusive of any rights, powers and remedies provided by law.

对法律或本条款规定之任何权利、权力或救济单一或部分行使的，不得排除对该等权利、权力或救济的任何其他或进一步行使，亦不得排除对任何其他权利、权力或救济的行使。本条款规定的权利、权力或救济可累积，并不排除法律规定的任何权利、权力及救济。

## 17. RIGHTS OF THIRD PARTIES 第三方权利

The Buyer agrees that the controls, benefits, rights and licences granted to VICTREX under the Contract are also granted to each member of VICTREX's Group and that any loss suffered by VICTREX or a member of VICTREX's Group as a result of any action or omission under the Contract shall be deemed to be a loss of VICTREX and recoverable from the Buyer under the Contract (subject to the agreed exclusions and limits on liability).

买方同意，合同项下授予威格斯的控制、利益、权利和许可也被授予威格斯集团各成员，且威格斯或威格斯集团成员因合同项下的任何作为或不作为而蒙受的任何损失应被视为威格斯的损失，并可在合同项下向买方追索（受限于责任免除和限制约定）。

**18. NO PARTNERSHIP  
非合伙关系**

Nothing in these Conditions and no action taken by the parties pursuant to these Conditions and any Contract made under them shall constitute a partnership, association, joint venture or other cooperative entity between the parties.

本条款任何规定、以及双方依据本条款和本条款项下订立之任何合同所采取的行动均不构成双方之间的合伙、联合、合资或其他合作实体关系。

**19. GOVERNING LAW  
适用法律**

(a) These Conditions, any Special Conditions and any Contract made under them are governed by, and shall be construed in accordance with the laws of the People's Republic of China (for purpose of these Conditions and any Contract, excluding Hong Kong SAR, Macau SAR and Taiwan).

本条款、任何特殊条款和在本条款项下订立的任何合同应适用中华人民共和国法律，并据之解释（为本条款及任何合同的目的，不包括香港特别行政区、澳门特别行政区及台湾）。

(b) Any dispute arising out of or in connection with these Conditions, any Special Conditions or any Contract made under them shall be settled by arbitration at Shanghai International Arbitration Center ("SHIAC") in accordance with SHIAC's then effective arbitration rules

因本条款、任何特殊条款或本条款项下订立之任何合同所产生或与之相关的任何争议应由上海国际仲裁中心（"SHIAC"）依照 SHIAC 届时有效的仲裁规则仲裁解决。

(c) The language the arbitration will be conducted in will be English.  
仲裁应采用英语。

(d) The arbitral award shall be final and binding upon both parties.  
仲裁裁决应为最终决定，并对双方均有约束力。

(e) The results of any arbitration will remain confidential between the parties.  
双方应对任何仲裁结果保密。

**20. INDEMNITY  
赔偿**

The Buyer agrees to indemnify, hold harmless, and defend VICTREX, any Group Company of VICTREX, and each of its or their respective officers, directors, agents, employees, representatives, successors, and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, damages, fines, penalties, losses, causes of action, liabilities, and judgments (collectively, "Claims") of every kind (including all expenses of and reasonable attorney's fees), for damage to any property or injury to or death of any person (including, but not limited to, employees of the Buyer) resulting from, arising out of, or in any way connected with the acts or omissions to act, of the Buyer, its officers, agents, employees, representatives, and contractors (collectively, the "Buyer Parties"), including to the extent any such Claims are based in part upon the joint or concurrent negligence or strict liability of Indemnified Parties, or whether any such Claims are by way of tort or contract or otherwise. The Buyer will not be required to indemnify Indemnified Parties for any Claims determined by final judgment of a court to have been caused by the willful misconduct or gross negligence of Indemnified Parties. The Buyer shall also indemnify, hold harmless, and defend Indemnified Parties from and against any and all Claims resulting from, arising out of, or in any way connected with, any breach of the Agreement by any of the Buyer Parties, including breaches of any representation or warranty made hereunder, or the failure of any of the Buyer Parties to comply with any third party requirements or with any laws including, but not limited to, fines, penalties, and monetary sanctions imposed by any governmental entity, or political subdivision or agency thereof, associated with any such failure.

对于因买方及其管理人员、代理人、员工、代表和承包商（合称“**买方当事方**”）的作为或不作为、或以任何方式与之有关导致的任何财产损失或任何人员（包括但不限于买方员工）伤亡而产生的任何性质的任何和所有主张、要求、损害赔偿、罚金、罚款、损失、诉讼、责任

和判决（合称“**主张**”）（包括所有开支和合理律师费），买方同意向威格斯、威格斯的任何集团公司以及各自管理人员、董事、代理人、员工、代表、继承人和受让人（合称“**受偿方**”）赔偿，确保受偿方不会因此受到损害，并为受偿方进行答辩，包括在任何该等主张系部分基于受偿方的共同或同时疏忽或严格责任、或任何该等主张系通过侵权、合同或其他形式的情况下。对于法院最终判决系由受偿方故意不当行为或重大疏忽而导致的任何主张，买方无需向受偿方进行赔偿。对于因任何买方当事方违反协议（包括违反本条款项下任何陈述或保证、或买方当事方不遵守任何第三方要求或任何法律（包括但不限于任何政府机构或其任何分支机构或部门与任何该等不遵守有关所处罚金、罚款和经济制裁）或以任何方式与之所导致的任何和所有主张，买方亦应向受偿方赔偿，确保受偿方不会因此受到损害，并为受偿方进行答辩。

**21. NOTICES  
通知**

All notices, requests, demands, claims and other communications hereunder shall be in writing (except as may otherwise be specifically provided herein to the contrary). Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if sent to the address of the receiving party stated in the Contract (or to such other address as any party may designate for itself by notice to the other parties given pursuant hereto) and sent by one of the following methods: (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for, by or on behalf of the intended recipient or (b) delivered by hand and receipted for, by or on behalf of the intended recipient, or (c) mailed first class, postage prepaid and, in such case, delivery shall be presumed to have been made three days after such mailing by first class and postage prepaid, or (d) by telecopier (with evidence of receipt) to the below number (or to such other number as any party may designate for itself by notice to the other parties given pursuant hereto) and with copy of the same being sent via overnight delivery to the below address, or (e) by electronic mail (with evidence of receipt) to the email address (or to such other email address as any party may designate for itself by notice to the other parties given pursuant hereto) and with copy of the same being sent via overnight delivery to the applicable address set forth in the Contract.

本条款项下的所有通知、请求、要求、主张和其他通信应采用书面形式（本条款另有明确相反规定的除外）。以下情况下，任何该等通信应被视为适当送达（本条款另有明确相反规定的除外），并应视为足以保护发送方的权利：若发送至合同所列的接收方地址（或任何一方通过依照本条款通知其他方所指定的其他地址），并通过以下任一方式发送：(a) 通过发送方预付邮资的保证或挂号邮件发送、或发送方预付费用的快递服务，并为拟定接收人接收、由拟定接收人接收或代表拟定接收人接收；或(b)通过专人递送，并为拟定接收人接收、由拟定接收人接收或代表拟定接收人接收；或(c)通过邮资预付第一类邮件发送，在此情况下，应假设在该等邮资预付第一类邮件投寄后三天内送达；或(d)通过电传复印机发送（有接收证明）至以下号码（或任何一方通过依照本条款通知其他方所指定的其他号码），并通过隔夜快递发送相关通信复印件至以下地址；或(e)通过电子邮件发送（有接收证明）至相关电子邮件地址（或任何一方通过依照本条款通知其他方所指定的其他电子邮件地址），并通过隔夜快递发送相关通信复印件至合同所列之相关地址。

**22. PARTIES BOUND  
受约束方**

The Contract and all rights, duties, obligations, and undertakings shall be binding upon and shall inure to the benefit of the parties and their respective officers, directors, representatives, agents, employees, affiliates, successors, and permitted assigns, personal and legal representatives and heirs; provided, however, that Buyer shall not assign or otherwise transfer any of such rights, duties, obligations or undertakings or any portion thereof to any third party without the prior written consent of VICTREX, which consent may be granted or withheld in VICTREX's sole and absolute discretion.

本合同及所有权利、职责、义务和承诺应对双方及其各自管理人员、董事、代表、代理、员工、关联方、继承

人和获准受让人、个人和法定代表人及继承者有约束力，并保障该等人士的利益，但前提是，未经威格斯事先书面同意（威格斯可自主决定给予或拒绝同意），买方不得向任何第三方让与或以其他方式转让任何该等权利、职责、义务和承诺或其中任何部分。

**23. AMENDMENT  
修订**

No modifications, amendments or supplements to the Contract shall be effective for any purpose unless in writing and signed by the parties.

除非采用书面形式并由双方签署，否则对合同任何修改、修订或补充在任何目的项下均无效。

**24. SEVERABILITY  
可分割性**

In the event that any portion of the Contract shall, for any reason, be held invalid or unenforceable, it is agreed that the same shall not affect any other portion of the Contract, but that the remaining covenants and restrictions or portions thereof shall remain in full force and effect, and that if the invalidity or unenforceability is due to the unreasonableness of the covenants and restrictions, the covenants and restrictions shall nevertheless be effective as may be determined to be reasonable by a court of competent jurisdiction.

若合同的任何部分因任何原因被认定为无效或不可执行，双方约定，该部分不得对合同的其他部分产生影响，合同的其余约定和限制或其中任何部分应继续完全有效，若该等无效性或不可执行性系因约定和限制不合理而导致，约定和限制应按有管辖权法院可能作出的合理认定产生效力。