General Conditions of Purchase
for Covestro (Shanghai) Investment Co., Ltd
科思创（上海）投资有限公司
采购的一般条件

1 Application

适用范围

These Conditions shall govern and be incorporated in every contract (the "Contract") for the purchase of goods by the Buyer from the Seller pursuant to the purchase order (the "Order") placed by the Buyer. They shall prevail over any terms or conditions made by the Seller unless expressly accepted in writing by the Buyer.

本条件应管辖并写入买方根据买方所下的订单(″订单″)从卖方购买货物的各合同(″合同″)中。除非买方明确书面接受，否则，本条件应取替卖方规定的任何条款或条件。

2 Quotation

报价

The Seller's quotation shall cover fully the quantities and qualities specified in the Buyer's enquiry. Any departure there from shall be expressly mentioned. The quotation shall be submitted cost-free and shall not impose any illegal obligation on the Buyer.

卖方的报价应全面包括买方查询中提出的数量和质量。任何不同之处应明确说明。报价应免费提供，并不应对买方施加任何不法的义务。

3 Authorization

授权

The Seller warrants to the Buyer that:

卖方向买方保证：

(a) it has full capacity to enter into the Contract as a party and perform all its obligations under the Contract.
卖方完全有能力作为一方签署合同，并履行合同项下的所有义务；

(b) the execution and performance of the Contract are within its authorised scope of business; and
签署及履行合同在其授权的业务范围内；

(c) the person who has signed the Contract on its behalf is the legal representative of the Seller or a person duly authorized by such legal representative.
代表卖方签署合同之人士为卖方的法定代表或由该法定代表正式授权之人士。

4 Order

订单

INTERNAL

4.1 The Order and alterations to the Order shall be made in writing. Verbal agreements or arrangements discussed over the phone shall not be legally binding unless confirmed in writing.
订单及对订单的修改应以书面的形式作出。除非书面确认，否则，电话协商所达成的口头协议或安排不应具有法律上的约束力。

4.2 The Seller's acceptance of the Order shall become effective upon receipt by the Buyer of either the Seller's written acknowledgement of the Order, the Seller's invoice or the Seller's delivery note pursuant to the Order. The acceptance of the Order is limited to and conditional upon acceptance by the Seller of these Conditions.
卖方对订单的接受应在买方收到卖方对订单的书面确认、卖方的发票或卖方根据订单所下的送货通知单后生效。对订单的接受受制于卖方对采购的一般条件(″本条件″) 的接受，并以接受本条件为前提。

4.3 The following details shall be stated in all correspondence from the Seller to the Buyer: product name, complete Order number, date of the Order and the Buyer's reference.
卖方给买方的所有的通信中应注明下列细节：产品名称、完整订单号、订单日期和买方的编号。

5 Delivery
交付

5.1 The period of delivery shall either commence from the date of the Order or shall be as otherwise specified in the Order. The Seller must comply with the delivery terms specified in the Order and time shall be of the essence in the performance by the Seller of the Order. If the Seller has any reason to anticipate that it will not be able to meet or meet in time, all or part of his contractual obligations, it shall notify the Buyer thereof immediately, stating the reason and the likely duration of the delay.
交付期应从订单日开始算起或在订单中说明。卖方必须遵守订单中注明的交付条款，并且时间应为卖方履行订单的实质。若卖方有任何理由预计其将不可能全部或部分履行或按时履行其合同上的责任，则卖方应立即通知买方，说明原因及可能延误的时间。

5.2 The Seller shall make no extra charge for delivery of the goods. If the goods are delivered later than the agreed date of delivery (except for that caused by force majeure as specified in Condition 18 below), the Seller shall pay to the Buyer liquidated damages equal to 1.5% of the total price of Purchase Order per week of delay or part thereof, up to 10% of the total price of the Purchase Order. If the goods are delivered more than [five (5)] days after the agreed date of delivery, the Buyer has the right, but is not obliged, to refuse delivery and treat the Contract as rescinded.
卖方送货不应额外收费。若货物是在议定的交付日期后交付(由下面第 18 条注明的不可抗力导致的除外) ，卖方应从议定的交付日起至实际交付日止，每周向买方支付相当于货物总价格的 1.5%, 累计违约金金额不超过采购订单总价的 10%。若迟于议定交付日[五(5)]日交付货物，买方有权，但不一定要，拒绝接受货物，并视合同作废。

6 Quality, Quantity and Description

质量、数量及说明

6.1 The Seller warrants that the goods are of satisfactory quality and free from defect, meet the specifications as to quantity, quality and description set out or referred to in the Order and any other information or instructions specified to the Seller, and satisfy all applicable statutory or industry standards.

卖方保证货物质量令人满意，无瑕疵，符合订单中规定或指出的对数量、质量及说明上的规格，并符合给卖方的任何其它资料或指示，以及符合法定和行业的所有适用的标准。

6.2 The above warranties are in addition to those implied by or available at any applicable law, and will continue in force notwithstanding the acceptance by the Buyer of all or part of the goods to which those warranties apply.

上述保证是加于任何适用法律所包含或提供的保障之上，尽管买方全部或部分接受了有该等保障的货物，上述保证将继续有效。

7 Acceptance of Goods

接受货物

7.1 The goods are subject to inspection and testing by the Buyer. In the event that the specification or quality of the goods is not in compliance with the Order, the Buyer has the right to repair such goods at the expense of the Seller or reject such goods. Before taking such action, the Buyer shall send a written notice to the Seller specifying the defect and the Buyer's suggested action. The Seller shall respond to the notice within ten (10) days of the date of the notice; otherwise it will be treated as having accepted the Buyer's claim and suggested action.

货物受制于买方的检验和测试。若出现货物规格或质量与订单不符的情况，买方应有权对该等货物进行修理，费用由卖方承担，或拒收该等货物。在采取该等行动前，买方应向卖方发出书面通知，具体说明瑕疵及买方所建议采取的行动。卖方应在通知书日期后的十(10) 天内给予答复，否则，应视作已接受买方的索赔和建议采取的行动。

7.2 If the Buyer rejects the goods, it shall return the rejected goods to the Seller at the Seller's risk and expense. In that case, the Seller shall within a reasonable time replace the rejected goods with goods which are in all respects in accordance with the Order.

若买方拒收货物，买方应将拒收的货物退还予卖方，风险和开支由卖方承担。在该等情况下，卖方应在合理的时间内用在所有各方面均符合订单的货物替换拒收的货物。

7.3 If the Seller fails to replace any rejected goods within a reasonable time, the Buyer has the right to purchase replacement goods from another source. Any money paid by the Buyer to the Seller in respect of the rejected goods, together with any additional expenditure over and above the original price for the rejected goods reasonably incurred by the Buyer in obtaining replacement goods, shall be paid by the Seller to the Buyer.

若卖方未能在合理的时间内替换任何拒收的货物，买方应有权从他处购买替代货物。买方就拒收的货物向卖方支付的任何款项，连同买方在获取替代货物中所合理地产生的超出被拒收货物原价的额外开支一起，应由卖方支付予买方。

8 Liability for Breach

违约责任

If the Seller breaches the Contract, it shall pay damages to the Buyer. If the damages are not sufficient to cover the losses incurred by the Buyer, the Buyer shall be entitled to other remedies available under applicable law. If the Buyer demands continued performance of the Contract, the Seller shall continue to perform.

若卖方违背合同，卖方应向买方作出赔偿。若赔偿不足以弥补买方所遭受的损失，则买方应有权使用适用法律所提供的其它补救方法。若买方要求继续履行合同，则卖方应继续履行。

9 Indemnity

赔偿

9.1 The Seller shall indemnify the Buyer against any loss, liability and cost directly or indirectly arising from or consequential upon :

对于因下列原因直接或间接地产生的任何损失、责任和费用，卖方应向买方作出赔偿：

(a) alleged or actual infringement of any patent, trademark, license or other right of a third party resulting from the purchase, use or resale by the Buyer of the goods; or

因买方购买、使用或重新销售货物而导致被指控或实际的对第三方任何专利、商标、许可或其它权利的侵权；或

(b) any act or omission in the performance of or in connection with the obligations undertaken by the Seller pursuant to the Contract, except for any liability or cost arising directly from the negligence of the Buyer.

卖方根据合同所承担的义务中或与之有关所履行的任何行为或遗漏，但因买方疏忽而直接产生的任何责任或费用除外。

10 Insurance

保险

The Seller shall insure the goods for their full value with a reputable insurance company until they have been delivered to the Buyer.

卖方应在一家有信誉的保险公司对货物作全额保险，直到将货物交付给买方。

11 Packaging

包装

The Seller shall at its own expense package and label the goods in a manner suitable for transit and storage in accordance with the Order.

卖方应根据订单以适于运输和储存的方式将货物包装并标签，费用自负。

12 Title and Risk

产权和风险

The title and risk in the goods pass to the Buyer upon delivery and acceptance of the goods by the Buyer in accordance with the Contract, without prejudice to any right of rejection which may accrue to the Buyer under the Contract or otherwise.

货物的产权和风险在根据合同将货物交付予买方及买方接受货物时移交买方，不影响买方在合同项下或其它可能有的任何拒收权。

13 Payment

支付

13.1 The Buyer shall pay only the price for the goods specified in the Order. Unless otherwise agreed in writing by the parties, the price shall include all fees, charges, expenses and costs, both direct and indirect, for supplying the goods pursuant to the Order, and include any applicable value-added tax and other taxes, levies and customs duties.

买方只支付订单中注明的货物价格。除非双方另行书面同意，否则，价格应包括根据订单供应货物而产生的所有直接或间接的费用、收费、支出及开支，及包括任何适用的增值税和其它税项、征税及关税。

13.2 The Buyer may deduct from any monies due or becoming due to the Seller any monies due from the Seller to the Buyer.

根据变更订单，买方可从到期应付予卖方的款项中扣除卖方到期应付予买方的任何款项。

13.3 The Buyer shall, unless otherwise stated in the Order, pay the invoiced amount within [sixty (60)] days from the end of the month during which the invoice relating to the Order is received by the Buyer. The Seller shall ensure that the invoice or, if applicable, the value-added tax invoice relating to the Order is received by the Buyer within [seven (7)] days after the date of delivery of the goods. The Seller shall also ensure that the invoice or, as the case may be, the value-added tax invoice states the Order number and the address to which the goods were delivered.

除非订单中另有说明，买方应在收到有关订单的发票当月月底后的[六十(60)]天内支付发票上注明的金额。卖方应确保买方在货物交付日后的[七(7)] 天内收到有关订单的发票或增值税发票(如适用)。卖方还应确保发票或视情况而定，增值税发票上注明订单编号及交付货物的地址。

14 Weight and Other Specifications

重量和其它规格

The Seller must adhere to the weight and other specifications of the goods stated in the Order except that, if it is so provided for in the Order, there may be a +5% tolerance in the weight of the goods.

卖方必须恪守订单中注明的货物的重量和其它规格，但若订单中有规定的，则允许货物的重量有 5%的误差。

15 Shipping Requirements

运输要求

The Seller shall always pack, mark and ship dangerous goods in compliance with the applicable national or international regulations. The accompanying documents shall state not only the risk category but also any further particulars required by the applicable regulations.

卖方包装、标识及运送危险货物时应在所有的时候均遵守适用的国家或国际规定。随货文件应不仅注明风险范畴，还应注明适用条例的任何进一步的具体要求。

16 Documents

文件

16.1 If the goods are sent by air-freight, the Seller shall, prior to the goods arriving at the Buyer's destination, provide to the Buyer, by facsimile, a copy of the airway bill marked with the Order number and with the words of either "freight prepaid" or "freight to collect" at the Seller's location. If the goods are sent by air parcel post, the Seller shall provide to the Buyer the following documents: two copies of the air parcel post receipt addressed to the Buyer, the invoice or, if applicable, the value- added tax invoice indicating the Order number and setting out the details of the relevant contract, two copies of the packing list issued by the Seller, and the certificate of quality and quantity issued by the Seller. If the goods are sent by ship, the Seller shall provide shipping papers and the invoice or, if applicable, the value-added tax invoice stating the name of the shipping company and of the ship.

若货物采用航空货运形式，在货物到达买方目的地前，卖方应通过传真将注有订单编号及在卖方目的地"运费到付"或"运费预付"字样的空运提货单复印件提供给买方。若货物采用包裹空寄形式，卖方应向买方提供以下文件：寄给买方空运包裹收据复印件两份，注明订单编号和规定有关合同细节的发票或增值税发票(如适用)、卖方签发的装箱单复印件两份，及卖方签发的质量和数量证书。若货物采用船运的形式，卖方应提供注有船名和航运公司名称的船运文件和发票或增值税发票(如适用)。

16.2 Without prejudice to the above, the Seller shall provide at its own expense to the Buyer all the documents that the Buyer may reasonably request for the performance of the Contract.

在不影响上述各项的情况下，卖方将向买方提供买方为履行合同而合理要求的所有文件，并承担费用。

17 Confidentiality and Advertisement

保密及宣传

17.1 All information supplied by the Buyer shall be treated as confidential and shall not be disclosed or used other than to satisfy the requirements of the Contract. The Seller shall promptly return, when requested by the Buyer, all written materials and drawings supplied.

买方提供的所有信息应做保密处理，除为满足合同的要求外，不得披露或使用。当买方要求时，卖方应立即退还所有买方提供的书面材料和图纸。

17.2 The Seller shall not, without the prior written consent of the Buyer, advertise or publish in any way whatsoever the fact the Supplier has contracted to supply the goods to the Buyer.
未经买方事先书面同意，卖方不应以任何方式宣传或公布卖方已约定向买方供应货物。

18 Force Majeure
不可抗力

18.1 The Seller shall not be held responsible for any delay in shipment or non-delivery of goods due to a force majeure event, being an event which are beyond the control of the parties and which are unforeseeable or, if foreseen, unavoidable, such as war, acts of government, serious fire, flood, typhoon or earthquake. The Seller shall promptly notify the Buyer of any force majeure event and, within fourteen (14) days thereafter, the Seller shall send by airmail to the Buyer for the Buyer's acceptance a certificate issued by the competent government authorities evidencing the occurrence of the force majeure event.
对于由超出双方控制的、无法预见的，或如果可以预见，但不可避免的不可抗力事件，如战争、政府行为、严重火灾、水灾、台风或地震导致的运输上的延误或未能交付货物，卖方不应承担责任。卖方应立即通知买方有关任何不可抗力事件，并在此后的十四(14)天内将有关政府部门证明发生不可抗力事件的证明书空寄予买方接受。

18.2 During the period of the force majeure event, the Seller shall take all necessary measures to facilitate the delivery of the goods. If, as a result of the force majeure event, delivery is delayed by more than five (5) weeks, the Buyer shall have the right to rescind the Contract.
在发生不可抗力事件的期间内，卖方应采取所有必要的措施，促进货物的交付。若因发生不可抗力事件而延误交付超过五(5) 个星期，则买方有权视合同作废。

19 General
一般条款

19.1 The Seller may not assign or transfer any of its rights and /or obligations under or subcontract any performance of, the Contract without the prior written consent of the Buyer.
未经买方事先书面同意，卖方不得将其在合同项下的任何权利和/或义务转让或转移，或将合同进行分包。

19.2 Unless otherwise agreed in writing by the parties, the Seller shall at its own expense obtain, or procure the obtaining of, any licenses, permits and approvals required by any government or other authority for the performance of the Contract.

除非双方另行书面同意，卖方应自费取得或促使其获取履行合同所需的任何政府或其它有关部门要求的任何执照、许可及批准。

19.3 Where goods are sold CIF or FOB or on the basis of other international trade terms, the meanings given to such terms in the ICC Incoterms (as revised from time to time) shall apply except they are inconsistent with any of these Conditions, in which case these Conditions shall prevail.
如货物按离岸价或到岸价或以国际贸易的其它条款为基础销售，ICC Incoterms(不时修改的)所给予该等条款的意义应适用，但若与本条件的任何部分有冲突之处，应以本条件为准。

20 Governing Law and Dispute Resolution
管辖法律及争议的解决

20.1 The Contract shall be governed by and construed in accordance with the laws of the PRC. Any dispute or claim arising out of or in connection with the Contract shall be referred to China International Economic and Trade Arbitration Commission for arbitration in Shanghai. The arbitration shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on both parties.
合同应受中国法律的管辖，并根据中国的法律进行解释。由合同引起的或与合同有关的任何争议或索赔均应交送中国国际经济贸易仲裁委员会在上海仲裁。仲裁应根据在申请仲裁当时有效的委员会的仲裁条例进行。仲裁的裁决应是终局的，并对双方具有约束力。

21 Health, Safety And Environment (Hse) And Security
健康、安全、环保和保安

The Seller shall:
卖方应：

a) comply with, and ensure that all subcontractors and suppliers comply with, as a minimum, the regulations related to health, safety, environment, and fire protection specified by the Buyer for each site, as well as all other health, safety, environmental protection and firefighting regulations and any amendments, changes, supplements or updates thereof made from time to time.
至少遵守并确保其所有分包商和供应商也遵守买方针对各个现场所要求的与健康安全环境消防规范相关的规定以及其它所有适用的健康、安全、环保和消防的规定及其所有修改、补充和更新；

b) Ensure that all vehicles used by the Seller and all subcontractors and suppliers, whether on Buyer's site or on public roads, are properly licensed and in roadworthy condition, and that all drivers are properly licensed and comply with all relevant traffic regulations.
确保在现场和公共道路上行驶的卖方及其所有分包商和供应商的车辆满足上路条件、证照齐全、适当，所有驾驶员证照齐全、适当并遵守所有有关交通法规。