

Appendix: Requirements on Transportation and Quality Inspection

附件：供货运输、安全及产品质量要求

Requirements on Supply, Transportation and Safety

供货运输及安全要求

1. The Seller shall deliver the goods within normal business hours (at the place of delivery) at the price and in accordance with delivery schedule specified in the order. If no delivery date is specified, the Seller shall deliver the goods as soon as practicable and shall give prior written notice of the delivery date to the Buyer. The Seller shall deliver the goods to the designated destination specified in the order on DDP Incoterms 2020 and in accordance with the contract.
卖方应在（交付地实行的）正常营业时间内按照订单中规定的价格和交付时间表交付货物。若未按规定交付日期，卖方应在可行情况下尽快交付货物，并且应提前书面通知买方交付日期。卖方应按照《国际贸易术语解释通则（2020年版）》的完税后交货（DDP）术语并根据合同将货物交付至订单中规定的指定目的地。
2. In case the Seller is unable to ship the goods at the time specified in the order due to any emergency, or the goods cannot be delivered to the Buyer on time due to any abnormal condition during transportation, the Seller must give prompt notice thereof to the relevant personnel of the Buyer, and actively take corresponding remedial measures to avoid any detrimental effect on the normal production of the Buyer.
若遇突发状况导致卖方不能按订单确认的时间发货，或运输途中遇故障导致货物不能按时到达买方时，卖方必须及时通知买方相关人员，并积极采取相应的补救措施，以避免影响买方正常生产。
3. For each batch of goods delivered, The Seller shall be responsible for ensuring compliance of each batch of delivered goods with all laws and regulations applicable to the transportation and delivery of the goods. If the Seller transports or delivers the goods in violation of any laws or regulations, causing losses to the Buyer (including the seizure and confiscation of the goods), the Seller shall compensate the Buyer for such losses.
对于交付的每批货物，由卖方负责确保始终遵守货物运输和交付所适用的所有法律和法规。若卖方违反任何法律或法规运输或交付货物使得买方遭受损失（包括货物扣押和没收）的，卖方应当向买方赔偿所有损失。
4. Requirements for the Seller and related personnel who deliver goods to the factory:
卖方及相关人员送货入厂要求：
 - 1) They shall take the initiative to hand over mobile phones, cigarettes, matches, lighters, etc. to the guards of Buyer's factory when entering the factory area, and shall not bring any communication, and video equipment and kindling materials in-to the factory area and workshop;
进入厂区请主动将手机、香烟、火柴、打火机等交买方门卫管理，不得携带一切通讯、和摄像器械及火种进入厂区、车间；
 - 2) They shall not wear shoes with spikes;
不得穿带钉的鞋；
 - 3) They shall not enter the factory area without going through necessary formalities;
未办理进厂手续不得擅入厂区；

- 4) They are prohibited to smoke in the factory area;
厂区内禁止抽烟;
- 5) They must follow the route specified by the Buyer within the factory area, and are not allowed walk around unless they are under the conduct of the Buyer's personnel;
进入厂区必须按照买方规定的路线往返, 没有买方人员的带领不得随意走动;
- 6) Vehicles and their drivers that carry and deliver materials must comply with the state's regulations in respect of dangerous goods transportation. The vehicles must meet the safety requirements. The drivers of vehicles must wear safety helmets; otherwise, they will not be allowed to enter the factory area. The Seller shall bear any consequence as a result of breach of the relevant regulations;
拉送物料的车辆及驾驶员, 必须符合国家规定的危险品承运条件, 车辆必须符合安全要求, 车辆必须安装安全帽, 否则不得入内, 违反规定发生一切问题, 由卖方负责;
- 7) The vehicles given access to the factory area must be subject to the management of the Buyer's on-site personnel, and must not enter the production workshop, raw material warehouse, finished product warehouse and other places unrelated to the business operation, and must not approach the tank area;
车辆进入厂区, 必须服从买方现场人员的管理, 不得进入生产车间、原料仓、成品仓等业务无关的场所, 不得接近罐区;
- 8) Those who carry tools and apparatus into the factory area (including welding machines and cutting machines) must not be released by the guards until the person in charge of the Buyer's project sign the release permit;
携带工器具进出厂区(包括焊机、切割机)必须经买方工程负责人签字, 门卫方可放行;
- 9) The operators involved in special trade must hold certificates to work, and those who do not hold certificates or whose certificates do not meet the requirements are not allowed to engage in related operations;
特种作业人员必须持证上岗, 未持证或证件不符合要求者不允许从事相关作业;
- 10) The operators must be equipped with labour protection and protective equipment that meet the requirements of the operation, and those who are equipped with improper equipment will be prohibited from entering the site;
作业人员必须配备与作业要求相适应的劳动保护及防护用品, 配备不符合标准要求者禁止入场作业;
- 11) The construction contractor shall appoint an on-site safety supervisor, and shall not be allowed to carry out operations if it fails to appoint the supervisor;
施工单位应配备现场安全监督员, 无此配备不可实施作业;
- 12) All outsourcing personnel must implement the Buyer's relevant systems and regulations, keep the work area sanitary, fence the construction area for operation, and must not hinder the Buyer's normal operation;
所有外协人员必须执行买方的相关制度、规定, 保持作业区域卫生, 施行围栏作业, 不得妨碍买方的正常作业秩序;
- 13) They must be subject to supervision of the Buyer's on-site management and security personnel;
必须服从买方现场管理人员及警卫人员的指导;

14) All goods delivered shall be accompanied by delivery labels. The delivery labels shall include at least the following information and the information requested by the Buyer: order no., description of the goods, the name of the Seller, the weight, quantity or pieces of the goods, and the place of delivery of the goods;

交付的所有货物均应附带交付标签，交付标签应至少包括下列信息以及买方要求的信息：订单号、货物说明和卖方名称、货物的份量、数量或件数的计量单位以及货物的交付地点；

5. All goods delivered shall be accompanied by a delivery label. The delivery label shall include at least the following information and the information requested by Hempel: order no., description of the goods and name of the supplier, the weight, quantity or pieces of goods, and the place of delivery of the goods.

交付的所有货物均应附带交付标签，交付标签应至少包括下列信息以及海虹老人要求的信息：订单号、货物说明和供应商名称、货物的份量、数量或件数的计量单位以及货物的交付地点。

1) All goods must be packed on pallets (except for those supplied by tank trucks). The size of the pallets is 1100*1100mm or 1200*1130mm, and their strength must be sufficient to withstand four layers of goods which are stacked stably and neatly. (The requirements for the height of the goods by Guangzhou factory of the Buyer: the height of (goods + pallet) cannot exceed 1.2 meters, and the goods cannot be placed beyond boundary of the pallet. The height of the pallet keels is about 9 cm, the bottom plates shall not be arranged too dense, instead proper gaps shall be left to facilitate the use of a manual hydraulic forklift); 所有货物必须带托盘包装（槽车供货除外），托盘尺寸是 1100*1100mm 或 1200*1130mm，强度要能承受四层货物平稳、整齐堆高。（买方广州工厂对货物的高度要求：(货物+托盘)的高度不能超过 1.2 米，货物的摆放不能超出托盘。托盘龙骨高度约 9cm，底板不能过密，保留空隙，便于使用手动液压叉车）；

2) The goods must not be disassembled without permission during transportation; the marking must be printed or labels be attached on the packaging bags or drums. The marking or label must indicate: manufacturer, product name, packaging specification, production date, batch number, shelf life etc. The product name must be consistent with that provided when applying for certification to the Buyer's headquarter, and cannot be changed without the approval of the Buyer's head-quarter.

运输途中不得随意拆卸；包装袋或包装桶上必须印刷唛头或贴有标签，唛头或标签上需注明：生产单位、商品名称、包装规格、生产日期、批次号码、保存期限等信息，商品名称必须与向买方总部申请认证时提供的商品名称保持一致，未经买方总部批准，不得随意更改。

3) Requirement for delivery period: Both parties shall confirm the delivery period of the goods in advance (the delivery period is the time starting from the Seller's receipt of the order until the goods are delivered to the delivery location designated by the Buyer's factories. If the delivery date of different products is different, please state it separately. Given other conditions are similar, the Buyer will give priority to the Seller which ensures short delivery period and stable supply). The permissible difference between the actual arrival date of the goods and the delivery date requested on the confirmed order is as follows:

交期要求：双方应预先确认产品的交货期（交货期是指卖方接到订单至货物送到买方各厂指定的交货地点所需要的时间，若不同产品的交货期不同，请分开说明。在其它条件接近的情况下，买方将优先考虑交货期短且供应稳定的卖方）。实际到货日期与已确认订单上要求的交货日期之间允许的误差如下：

Time required for transporting goods from the Seller to the Buyer (Day) 供方至需方所需运输时间(天)	Difference between the actual arrival date and the requested arrival date (Day) 实际到货日期与要求到货日期的误差(天)
≤3 天	0.5 天
3-15 天(含 15 天)	1 天
15-30 天(含 30 天)	3 天
>30 天	7 天

**6. Requirements for delivery batch:
供货批次要求:**

Responsible department 负责部门	Work items 工作内容
Seller of raw materials 原料卖方	1) In principle, the same batch of delivery shall not contain goods from more than two different batches; ensure that the same batch of raw materials has the same batch number as practicable as possible; if the same batch of delivery contains goods from more than two different batches, the receiving factory of the Buyer must be advised of such in advance and relevant approval shall be obtained before proceeding with delivery; 同批送货原则上不超过两个不同批次; 尽量安排同批原料同一个批号; 如有同批送货超过两个批次, 须提前告知买方收货工厂并获得许可确认方可执行;
	2) In principle, different batches of raw materials cannot be placed on the same pallet; if different batches of raw materials or different types of raw materials are placed on the same pallet for delivery, the receiving factory of the Buyer must be advised of such in advance and relevant approval shall be obtained before proceeding with delivery; 所有不同批次的原料原则上不能放在同一卡板上; 如有不同批次原料或不同品类原料放在同一卡板上送货, 须提前告知买方收货工厂并获得许可确认方可执行;
	3) If the same type of raw materials with different batch numbers are transported by more than one transport vehicle, the raw materials with the earlier production date shall be arranged to be delivered first; 针对超过一辆运输车辆的不同批号的同种原料, 应安排生产日期在前的原料先送货;
	4) The batch number of bagged raw materials shall be marked in a prominent position on the side of the pallet; 整板的袋装原料的批次号应在侧面显著位置写明;
	5) The drums containing liquid raw materials must be attached with labels on their body. 装液体原料必须在桶身上贴有标签。

7. The Seller shall pack all goods safely in a way that can prevent damage to the goods during loading, transportation and unloading. The Seller shall comply with the packaging specifications issued by the Buyer. The Buyer shall have the right to recover from the Seller all losses and damages it suffers as a result of the Seller's failure to comply with the provisions of Clause 5 of this Appendix.

卖方应以能够防止装载、运输和卸载时发生损坏的方式安全地包装所有货物。在买方签发包装规格的情况下, 卖方应遵守该等规格。买方应有权向卖方追偿由于卖方未能遵守本附件第 5 条之规定而使买方遭受的所有损失和损害。

8. If, for any reason, the Buyer is unable to accept the delivery of the goods within the period specified in the order, the Seller shall negotiate with the Buyer in advance to store the goods and keep the goods in a marketable state. Unless otherwise stipulated in the written agreement reached by both parties in advance, the Buyer shall reimburse the Seller for any reasonable warehousing fees actually incurred by the Seller and confirmed by the Buyer.

若由于任何原因买方无法在订单规定的时间接受货物的交付, 卖方应事先与买方协商一致, 储存货物并应使货物保持可销售状态。除非事先达成的书面协议另有规定, 否则买方应偿付经其确认过的卖方实际发生的上述合理仓储费。

Requirements on Quality and Inspection of Goods

货物质量及检验要求

1. The Seller grants the Buyer the right to inspect any goods at the Seller's factory or elsewhere at any time before delivery. The Buyer's inspection of any goods shall not relieve the Seller of any duties or responsibilities for such goods, nor does it mean that the Buyer accepts the goods. The Buyer's right of inspection before delivery shall not affect its right to reject the goods after delivery.

卖方授予买方在交付前任何时候在卖方的厂房或其他地方检查任何货物的权利。买方对任何货物的检查并不免除卖方对该等货物的职责或责任，也不意味着买方接受货物。买方的交付前检查权不影响其在交付后拒收货物的权利。

2. The Seller undertakes that the quality of all products that have been approved and certified by the Buyer can meet the Buyer's latest version of the technical indicators during the supply process. If the Seller makes any changes in product technical indicators, manufacturing process (including but not limited to process flow, production equipment, production location, etc.), composition (including but not limited to source of raw materials, formula proportion, etc.), or product performance, it will give reasonable prior written notice thereof to the Buyer. The Buyer will re-evaluate or certify the changed indicators.

卖方承诺所有经买方批准认证过的产品在供应过程中，产品质量都能满足买方最新版本的技术指标要求。若卖方在产品技术指标、制造工艺（包括但不限于工艺流程，生产设备，生产地点等）、组成成份（包括但不限于原料来源，配方比例等）或产品性能上发生任何变化，均将在合理可行的时间内提前以书面形式通知买方。买方将对新的指标进行重新评估或认证。

3. The net content of fixed-quantity packaged goods is stipulated in the regulations issued by the state and the Buyer. The national metering and inspection rules JJF1070-2005 and the Buyer's internal specifications shall be implemented, whichever is stricter (if an updated version is issued by the state, the standard to be implemented shall be adjusted accordingly). The current requirements are:

因国家和买方有对定量包装货物净含量的规定，应按照国家计量检验规则 JJF1070-2005 要求及买方内部规范相较之从严执行（如国家有更新版本，执行标准相应调整），目前要求为：

Marked net content of fixed-quantity packaged goods (weight or volume) (kg) 质量或体积定量包装商品标注净含量（公斤）	Permissible shortage (kg) 允许短缺量（公斤）
0~1	+/- 0.005
1~3	+/-0.01
3~5	+/-0.02
5~8	+/-0.04
8~10	+/-0.07
10~15	+/-0.09
15~30	+/-0.1
30~60	+/-0.18
>60	+/-1.0