

HEMPEL GROUP

TERMS AND CONDITIONS OF PURCHASE OF GOODS

海虹老人集团货物采购条款与条件

1. **General.** These Terms and Conditions of Purchase (the “Terms”) shall be applicable to every purchase order (“Order”) between seller as identified in the Order (the “Seller”) and Hempel group entity entering into the Order (or a “Group Entity” meaning Hempel A/S’ affiliates or associated companies) (the “Buyer”) for goods specified in the Order (the “Goods”), unless Buyer and Seller have already entered into a separate written agreement governing the purchase and sale of the Goods.
- 一般条款。除买方和卖方已为所述货物签订单独书面协议外，本采购条款与条件（以下简称“条款”）适用于订单中确定的卖方（以下简称“卖方”）与签订该订单的海虹老人集团实体（或“集团实体”，系指海虹老人集团公司关联公司或联营公司）（以下简称“买方”）之间为订单中规定的货物（以下简称“货物”）订立的每份采购订单（以下简称“订单”）。

Buyer or Seller are herein individually referred to as a “Party” and collectively referred to as the “Parties”.

买方或卖方在本协议中分别称为“协议一方”，并统称为“协议双方”。

The Order together with the Terms constitute the entire agreement (the “Agreement”) between the Parties. Any terms and conditions stated by Seller in any order acknowledgement or other documents related to the Order and/or the Goods that are in conflict with, different from, or in addition to these Terms and the Order shall not be binding on the Buyer. Seller expressly accepts to exclude any of Seller’s general terms and conditions of sale. These Terms shall also apply to any repaired or replacement Goods provided by Seller hereunder.

订单与条款共同构成协议双方之间的完整协议（以下简称“协议”）。卖方在任何订单认可或与订单及/或商品有关的其他文件中所述的任何条款与条件，若与本条款及订单存在冲突、分歧或增加，则对买方不具约束力。卖方明确同意排除卖方的任何一般销售条款与条件的适用。本条款同样适用于卖方根据本协议提供的任何维修或更换货物。

In the event that the Terms deviate from the terms in the Order, the terms in the Order shall prevail.

如果条款与订单中的条款有出入，以订单中的条款为准。

Except for the provisions only related and applicable to the purchase of goods in the Terms, the provisions of the Terms shall also apply to the purchase of services.

除仅针对货物采购适用的规定外，本条款的约定同样适用于服务采购。

2. **Acceptance.** The Order is not binding on Buyer until Seller (i) accepts the Order in writing or (ii) starts to perform or supply Goods in accordance with the Order or invoice pursuant to the Order. By accepting the Order or performing or supplying any Goods, the Seller expressly agrees and accepts all terms of the Order, and that the Order is governed by these Terms. The Buyer may withdraw the Order at any time before Seller (i) accepts the Order in writing or (ii) provides written notice that it has commenced performance. Any order not rejected by Seller within 48 hours of receipt shall be deemed accepted by Seller.
- 订单接受。在卖方 (i) 以书面形式接受订单；或 (ii) 开始履行订单、根据订单供应货物或根据订单开具发票之前，订单对买方不具有约束力。卖方接受订单、执行订单或提供任何商品即代表卖方明确同意并接受订单的所有条款，且订单受本条款的约束。在卖方 (i) 以书面形式接受订单；或 (2) 向买方发送书面通知，说明其已开始履行订单之前，买方可随时撤销订单。若卖方未在订单收讫后48小时内予以拒绝，则视为卖方已接受订单。
3. **Delivery.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order (the “Delivery Date”). Timely delivery of the Goods is of the essence. The Buyer will be fully compensated with all incurred costs caused by the late or incomplete delivery of the Goods, subject to Sections 15-17. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may also terminate the Order immediately by providing written notice to Seller. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date. If due to special circumstances, Buyer is not able to accept the Goods on the Delivery Date, Seller shall, postpone the delivery as requested by the Buyer. Buyer may also choose to obtain substitute products from another supplier and recover from the Seller any costs and expenses reasonably incurred by Buyer in obtaining such substitute products.
- 交付。卖方应按订单中规定的数量和日期（“交货日期”）交付货物。及时交付货物至关重要。根据第15-17条之规定，卖方将全额赔偿因其延迟交付或不完全交付货物所致的所有费用。如果卖方未能在交货日期全额交付货物，买方亦可通过向卖方提供书面通知立即终止订单。买方有权退还在交货日期之前交付的任何货物，相关费用由卖方承担，并且卖方应于交货日期重新交付这些货物。如果由于特殊情况导致买方不能在交货日期接收货物，卖方应按买方的要求延迟交货。买方也可以选择从其他卖方处获得替代的货物，并向卖方收回买方为获得该替代货物而合理产生的任何成本和费用。
4. **Quantity.** If the quantity of the Goods deviates from the quantity stated in the Order, Buyer may reject the additional goods or all the Goods, which shall be returned to Seller at Seller’s risk and expense. However, for bulk materials, Buyer accepts a deviation of max. +/- 1% of the net weight of each delivery unit supplied. If Buyer does not reject the Goods, the price for the Goods shall be adjusted on a pro-rata basis and rates shall be determined according to the rates agreed in the Order. If Buyer performs a count of the Goods/additional goods, whether by piece, weight or volume, then such count shall be determinative as between the Parties, provided that Buyer maintains reasonable documentary evidence (and such additional goods shall form part of the Goods).
- 数量。如果商品数量与订单中规定的数量不一致，买方可以拒收额外货物和/或所有货物，将其退还给卖方，相关风险与费用由卖方

承担。但对于散装材料，买方可接受每次发货单位净重最大 +/- 1% 的偏差。如果买方不拒收货物，则应根据订单中约定的价格按比例调整和确定货物价格。如果由买方对货物/附加货物进行计数，无论是按件数、按重量或是按体积，则买方计数应作为双方之间的最终计数，但买方应保留合理的书面证据（且该附加货物应构成货物的一部分）。

5. Delivery Location. All Goods shall be delivered to the address specified in the Order (the "Delivery Location") during Buyer's published receiving hours or as otherwise instructed by Buyer. All bulk deliveries must be made in accordance with Buyer's published requirements or as otherwise instructed by Buyer.
交货地点。所有货物应于买方发布的收货时间或买方指示的其他时间交付至订单中指定的地址（“交货地点”）。所有散装货物交付必须按照买方发布的要求或买方另行发出的指示进行。
6. Terms of Delivery. Unless otherwise set forth in the Order, delivery shall be made in accordance with DDP Delivery Location, Incoterms® 2010. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation.
交货条件。除非订单中另有规定，否则应按照国际贸易术语解释通则（Incoterms® 2010）下的“完税后交货（DDP）指定交货地点完成交货。当货物交付给承运人运输时，卖方应将装运的书面通知买方。卖方应在将货物交付给承运人后，向买方发出书面装运通知。
7. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivered in accordance with Section 5 and 6.
所有权及灭失风险。货物交付到交货地点后，所有权转移到买方。卖方根据第5条和第6条之规定，承担货物在交付前的所有灭失或损坏风险。
8. Packaging and Documentation. All Goods shall be packed for shipment according to Buyer's instructions or, if Buyer has not provided instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it is required by Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense. Seller shall provide all applicable safety data sheets for each delivery and, if required by Buyer, applicable certificates of analysis.
包装与单证。所有货物均应按照买方指示进行包装，或若买方未提供具体指示，则按照足以确保货物在未损坏状态下进行交付的方式进行包装。如果卖方要求买方退还任何包装材料，卖方必须事先向买方提供书面通知。退还此类包装材料所产生的任何费用应由卖方承担。卖方应为每次交货提供所有适用的安全数据表，并依据买方要求提供适用的分析证书。
9. Amendment and Modification. No change to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer. Buyer can amend the Terms upon 30 days written notice to the Seller.
修订与修改。对本条款的任何变更须以书面形式作出，明确规定对本条款作出修订，且经买方授权代表签署后方可生效并对买方产生约束力。买方可在30天内向卖方发出书面通知后修改本条款。
10. Inspection and Rejection of Non-conforming and Defective Goods. Buyer has the right, but not the obligation, to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods that are non-conforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the non-conforming or defective Goods and require replacement of the rejected Goods. If Buyer requires replacement of the non-conforming or defective Goods, Seller shall, at its expense, promptly replace the non-conforming or defective Goods and pay for all related expenses. If Seller fails to timely deliver replacement Goods, Buyer may immediately terminate the Order with written notice to Seller and the Seller shall indemnify Buyer any loss or related expenses incurred. Any inspection by Buyer shall not reduce or otherwise affect Seller's obligations under the Order. The provisions of this Section 10 shall not in any way exclude or limit the Buyer's other rights under this Agreement due to non-conforming or defective Goods.
不合格及瑕疵货物的检验和拒收。买方有权但无义务在交货日期或之后对货物进行检验。买方可以单方面选择对货物进行全部检验或抽样检验，并可拒收全部或任何部分不合格或有瑕疵的货物。如果买方拒收任何部分货物，则买方有权在向卖方发送书面通知后采取下述行为：（a）全部撤销该订单；（b）按照合理降价后的价格接收货物；（c）拒收不合格及瑕疵货物并要求卖方替换被拒收的货物。如果买方要求替换不合格及瑕疵货物，卖方应自付费用立即更换不合格或有瑕疵的货物，并支付所有相关费用。如果卖方未能及时交付更换的货物，买方可向卖方发送书面通知后立即终止该订单，卖方应补偿买方由此产生的任何损失或相关费用。买方进行的任何检验均不得减少或以其他方式影响卖方根据订单应承担的义务。本第10条的规定不得以任何方式排除或限制由于商品不合格或有瑕疵而导致的买方在本协议下的其他权利。
11. Price. The price of the Goods is as stated in the Order (the "Price"). The Price includes all packaging, transportation costs, insurance, customs duties and fees to the Delivery Location. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
价格。货物的价格如订单所述（“价格”）。价格包括所有包装、运输成本、保险、关税和到交货地点的费用。未经买方事先书面同意，因材料、人工或运输成本增加或其他原因所致的任何价格上涨均属无效。
12. Terms of Payment. Seller shall issue an invoice to Buyer upon delivery of the Goods in accordance with these Terms. Buyer shall pay all properly invoiced amounts in accordance with the terms of payment set forth in the Order, except for any amounts disputed by Buyer in good faith. In the event the Order does not include terms of payment, payment is due and payable current month plus 90 days from delivery of the Goods. All invoices must be complete and correct and reference Buyer's purchase order number and Buyer's raw material number.

付款条件。卖方应根据本条款于货物交付之时向买方开具发票。除买方基于诚信原则提出异议的金额之外，买方应按照订单中规定的付款条件支付所有合理开具的发票金额。若订单中未包含付款条件，相关金额应于货物交付之日起90天后的当月到期应付。所有发票必须填写完整和正确，并注明买方订单编号和买方原材料编号。

13. **Setoff.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller, including under an Order.
抵销权。在不损害其可能享有的任何其他权利或补救的前提下，买方有权在任何时候从其应向卖方支付的任何款项中抵减卖方应向买方支付的任何款项，包括根据本订单应付的款项。
14. **Warranties.** Seller warrants to Buyer that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer (c) be fit for their intended purpose; (d) be merchantable and of satisfactory quality; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.
保证。卖方向买方保证，所有货物将：（a）在工艺、材料和设计上没有任何瑕疵；（b）符合买方指定的适用规格、图纸、设计、样品和其他要求；（c）适合其预期目的；（d）具有适销性、质量优良；（e）无任何留置权、担保权益或其他产权负担；（f）不侵犯或盗用任何第三方的专利权或其他知识产权。上述保证在货物交付、检验、接受或买方支付货款后继续有效。
15. **General Indemnification.** Seller shall defend, indemnify and hold harmless Buyer, any and all Hempel group entities and successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any third-party claim arising out of or related to non-conforming or defective Goods provided by Seller or Seller's negligence or wilful misconduct. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.
一般赔偿。卖方应为买方、任何及所有海虹老人集团实体和继承人或受让人及其各自的董事、高级管理人员、股东和雇员以及买方的客户（统称为“受偿人”）提供抗辩、赔偿并使其免于承受因卖方提供的不合格或瑕疵货物或因卖方的过失或蓄意不当行为引起的或与之有关的任何第三方索赔所致的任何及所有损失、伤害、死亡、损坏、责任、索赔、不足、诉讼、判决、利息、裁决、惩罚、罚金、成本或费用，包括合理的律师及专业费用及成本，以及为执行本条款项下任何受偿权而产生的成本和寻求任何保险提供商的成本（统称为“损失”）。未经买方或受偿人事先书面同意，卖方不得达成任何和解。
16. **Damages.** The Seller shall be liable for any loss or damages arising out of or relation to the performance or non-performance of the obligations under the Order, including but not limited to delay of the Goods, non-conforming or defective Goods. Such losses shall inter alia compromise additional operational and administrative costs and expenses, costs related to the purchase of alternative goods or services or costs rendered unnecessary as a result of any default by the Seller.
损害赔偿。卖方应对因其履行或未能履行订单义务而引起的任何损失或损害承担责任，包括但不限于延期交货、不合格或瑕疵货物。除其他外，此类损失包括额外的运营和管理成本与费用、与购买替代商品或服务有关的成本或由于卖方违约而产生的额外成本。
17. **Liquidated damages.** In the event of Seller's delay with respect to delivery of Goods, Seller shall pay Buyer a sum by way of liquidated damages of 15 percent of the total charges to be paid under the Order. Any liquidated damages payable shall be settled as part of the regular invoicing. The Parties acknowledge that such sum is a genuine pre-estimate of the minimum loss which will be suffered by Buyer in the event of a delay under this Section 17 and the Parties expect that this be treated as a measure of actual loss and shall therefore not be treated as a penalty. In the event that the actual loss suffered by the Buyer exceeds the liquidated damages sum in respect of the relevant Order, Buyer shall be entitled to also claim at its discretion damages pursuant to other relevant provision under these Terms, including in Section 16, for all relevant losses.
违约金。如果卖方延误交货，卖方应按照订单应付总额的15%向买方支付违约金。任何应付违约金应在常规发票开票中予以扣除。协议双方承认，上述违约金款项是对买方在发生第17条规定的延误情况下将遭受的最低损失的真实估计，双方同意将其视为对实际损失的计量，而非将其视为罚金。如果买方遭受的实际损失超过有关订单的违约金，则买方也有权根据本条款下的其他相关规定（包括第16条），主张赔偿其所有的相关损失。
18. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify and hold harmless Indemnitees from and against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitees' possession of or use of the Goods for their intended purpose infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement of such third party claim, without Buyer's or Indemnitee's prior written consent.
知识产权赔偿。卖方应自费用为受偿人提供抗辩、补偿并使之免于承受因买方或受偿人为预期目的拥有或使用货物而造成侵犯或盗用任何第三方的专利、版权、商业秘密或其他知识产权所致的或与之相关的任何损失。未经买方或受偿人事先书面同意，卖方在任何情况下都不得就此类第三方索赔进行任何和解。
19. **Compliance with Law etc.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller warrants that the Goods, either alone or in combination with other goods, may be legally imported into and used in the country of the Delivery Location. Seller will provide all information reasonably requested by Buyer as required by Buyer to confirm the regulatory status of the Goods. Seller shall comply with all export and import laws of all countries involved in

the sale of Goods under the Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate the Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Seller undertakes to inform Buyer if (any part of) the Goods (including any and all items, services or technology provided/supplied under the Order) is considered "export controlled" and in such case, to inform Buyer of Export Control Classification Number ("ECCN") related to such Goods (or part thereof) as well as any related export, re-export, transfer or transit restrictions or prohibitions.

遵守法律。 卖方遵守并应继续遵守所有适用的法律、法规和条例。卖方拥有并应保持其有效履行本订单项下之义务所需的所有特许、批准、授权、同意和许可。卖方保证无论货物本身或与其他货物组合，均可合法进口到交货地点所在国家并在该国合法使用。卖方将提供买方合理要求的所有信息，以确认货物的监管状态。卖方应遵守涉及该订单下货物销售的所有国家/地区的所有进出口法律。卖方对需要政府进口清关的货物承担全部装运责任。如果任何政府机构对货物征收反倾销税、反补贴税或任何报复性关税，买方可以终止订单。如果货物（中任何部分）（包括订单项下所提供的任何及所有项目、服务或技术）被认为是“出口管制”，卖方应当通知买方，并且在此情形下卖方应告知买方该等货物（或部分）出口管制的分类编码（ECCN）以及任何相关的出口、再出口、转让及过境限制及禁止规定。

20. **Business Partner Code of Conduct.** Seller shall engage in only legal, respectable and responsible business. Seller shall at all times observe and comply with Buyer's *Business Partner Code of Conduct* available for download on www.hempel.com (as amended from time to time) and ethical standards regardless of local business practices or social customs. Seller agrees if and when so requested to provide necessary documentation as well as accommodate any audit by Buyer in order to verify such compliance. The Seller shall require their own suppliers to implement similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on.

商业伙伴行为准则。 卖方应仅从事合法的业务。无论当地有怎样的商业惯例或社会习俗，卖方应始终遵循和遵守买方的《商业伙伴行为准则》（最新修订版）和道德标准（行为准则可从网站 www.hempel.com 下载）。卖方同意根据买方请求提供必要的文件及接受买方的任何审核，以验证其合规性。卖方应要求其卖方执行类似的规则，并视情况将此类要求转达其次级卖方等。

21. **Termination.** Buyer may cancel any Order without liability to Seller, provided Buyer gives written notice of such cancellation prior to delivery of the Goods to Buyer. In addition to any remedies that may be provided under these Terms, Buyer may terminate an Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with one or more of these Terms, in whole or in part. If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate an Order upon written notice to Seller. If Buyer terminates an Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to termination. If Seller becomes the subject of any sanctions (meaning any applicable sanction law or regulation administered and maintained by the United Nations Security Council, the European Union, the United Kingdom, the United States of America or any other relevant sanctions authority) and/or export control restrictions; or the supply of Goods is, or is likely to be (as determined at Buyer's sole discretion) a sanctionable activity and/or breach of export control provisions, any outstanding obligations under the Agreement, including any Order(s), of Buyer will automatically be suspended without any liability or cost to Buyer.

终止。 买方可取消任何订单而无须向卖方承担任何责任，但买方必须在货物交付给买方之前发出书面取消通知。如果卖方未履行或未遵守这些条款中的一项或多项，除了根据本条款可能提供的任何救济之外，无论是买方接受货物之前或之后，买方可向卖方发送书面通知而立即终止订单。如果卖方破产、提交破产申请或者为保护债权人的利益而开始或已经开始向其提出有关破产、接管、重组或转让的诉讼，则买方可向卖方发送书面通知而终止订单。如果买方出于任何原因终止订单，卖方可享有的唯一及专有救济是获得对终止之前买方已收到并接受的货物所支付的货款。如果卖方成为任何制裁（指由联合国安全理事会、欧盟、英国、美国或任何其他有关制裁当局管理和维护的任何适用的制裁法律或条例）和/或出口管制限制的对象；或该货物供应是，或可能是（由买方自行决定）一项可制裁的活动和/或违反出口管制规定的，本协议项下的任何未尽义务，包括任何订单将自动中止且无需买方承担任何责任或费用。

22. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with an Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to seek injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

保密信息。 买方与订单有关的所有非公开、机密或专有信息，无论是通过口头还是书面形式披露，或是通过电子或其他形式或媒体披露或获得，亦无论是否标记、指定或以其他方式标识为“机密”信息，均属保密信息，仅供执行订单之用。除非获得买方书面授权，否则不得进行披露或复制。根据买方的要求，卖方应立即退还从买方收到的所有文件和其他材料。买方有权就任何违反本条规定的情形寻求禁令救济。本条规定不适用于以下信息：（a）已进入公共领域的信息；（b）在披露时已为卖方知悉的信息；或（c）卖方在非机密的基础上从第三方合法获得的信息。

23. **Force Majeure.** Neither Party shall be liable to the other for any failure in performing its obligations under the Agreement caused by a "Force Majeure Event", provided, however, that each Party shall give Notice to the other Party of a Force Majeure Event as soon as reasonably practicable (but not later than five (5) calendar days) after the commencement thereof, which notice shall specify the nature and particulars of the applicable Force Majeure Event and the expected duration thereof. A "Force Majeure Event" is defined as any unforeseeable, extraordinary and serious cause or event (not including economic hardship or adverse weather conditions) not within the control of the Party, not caused by a Party's default or error, and which the Party could not reasonably have provided

against, whose performance is sought to be excused thereby that cannot, despite the exercise of commercially remediation or mitigation efforts, be prevented, avoided or removed and that makes the performance of obligations of the affected Party under this Agreement impossible. If such Force Majeure Event continues for 30 (thirty) consecutive days, either Party may terminate the affected delivery of Goods, if any, and the Parties shall not have any further claim against the other.

不可抗力。若任何一方因“不可抗力事件”而未能履行其在本协议项下的义务，无须对另一方承担任何责任，但受不可抗力影响的一方应在不可抗力事件发生后的合理时间期限内（但不得迟于五（5）个日历日后）尽快向另一方发送不可抗力事件通知，详细说明相关不可抗力事件的性质和特点以及预计持续时间。“不可抗力事件”定义为非因缔约方的违约或错误而引起且缔约方无法控制、不可预见、异常及严重且无法合理预防的原因或事件（不包括经济困难或不利的天气状况），若即使进行商业救济或缓解，也无法防止、避免或清除其影响，并且使受影响方无法履行本协议下的义务，则受影响方在不可抗力事件下的履约义务可获豁免。如果此类不可抗力事件持续事件达到30（三十）天，则任何一方均可终止受影响的货物交付（如有），并且任一方不得就此对另一方提出任何进一步的索偿要求。

24. **Assignment and sub-contracting.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement or any order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. Subject to prior written consent of Buyer, Seller is entitled to use sub-contractors in the delivery or performance of the Goods, however, Seller shall be liable for all acts and omissions of its sub-contractors (including any sub-sub-contractors) to the same extent as Seller is itself liable to Buyer.

转让与分包。未经买方事先书面同意，卖方不得对其在本协议或任何订单下的任何权利或义务进行让与、转让、委托或分包。违反本条规定的任何声称转让或授权均属无效。经买方事先书面同意，卖方有权使用分包商进行货物交付或履行，但卖方应按照与卖方本身对买方承担的责任相同的程度对其分包商（包括任何次级分包商）的所有作为和不作为承担责任。

25. **Cumulative Remedies.** The rights and remedies under an Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

累积性救济。订单下规定的权利和补救措施是累积性的，是对法律、衡平法或其他方面课享有的任何其他权利和救济的补充而非替代。

26. **Notices.** All formal notices, request, consents, claims, demands, waivers and other communications hereunder relating to the Agreement (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the face of the Order. All Notices shall be delivered by personal delivery, e-mail (with confirmation of delivery), nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving Party authorized representative of the Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

通知。所有与本协议有关的正式通知、请求、同意、要求、弃权和其他通信（每一项均称为“通知”）须以书面形式按照订单正面所列的地址发给另一方。所有通知均应通过个人交付、电子邮件（带有发送确认）、公认隔夜快递（邮费预付）或经认证或挂号的邮件（均要求提供回执、邮资预付）的方式送达。除非本订单中另有规定，否则通知仅在下述情况下视为有效送达：（a）接收方授权代表已收讫；且（b）通知方已遵守本条下的要求。

27. **Severability.** If any term or provision of an Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

效力分割条款。如果订单的任何条款或规定在任何司法管辖区内无效、非法或不可执行，则该无效、非法或不可执行性不影响本条款下任何其他条款或规定的有效性，或导致该条款或规定在任何其他司法管辖区无效或不可执行。

28. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Damages, Compliance with Law etc., Confidential Information, Governing Law, and Survival.

效力存续条款。本条款下的部分规定据其性质应在订单终止或期满后仍然有效，包括但不限于以下规定：抵销权、保证条款、一般性赔偿、知识产权赔偿、损害赔偿、遵守法律、保密信息、适用法律和效力存续条款。

29. **No Limitation of Liability.** Nothing in the Agreement shall exclude or limit (a) Seller’s liability under this Agreement, including but not limited to Sections 14, 15, 16, and 18 hereof, and (b) Seller’s liability for fraud, property damage, personal injury or death caused by its negligence or wilful misconduct.

无责任限制。本协议中的任何内容均不得排除或限制：（a）卖方在本协议下的责任，包括但不限于在本协议第14、15、16和18条下的责任；以及（b）卖方对欺诈、财产损失、因其疏忽或蓄意行为不当所致的人身伤亡的责任。

30. **Insurance.** Seller shall have and maintain insurance coverage in accordance with applicable law and good international industry practice as appropriate in connection with fulfilling the duties under the Agreement.

保险。卖方应根据适用法律和良好的国际行业惯例，按照履行本协议下职责所需进行投保。

31. **Governing Law.** All matters arising out of or relating to the Order shall be governed, construed and enforced in accordance with the laws of the People’s Republic of China which, for this purpose, shall exclude Hong Kong and Macau Special Administrative Regions and Taiwan (the “PRC”). Where there is no publicly promulgated PRC law on the subject, international practice and generally accepted principles of international law shall prevail. In case of purchase by a HEMPEL company in Hong Kong, the Order and any supply under the terms thereof shall be governed by the laws of Hong Kong SAR. Where there is no publicly promulgated Hong

Kong SAR law on the subject, international practice and generally accepted principles of international law shall prevail. Any dispute, controversy or claim arising out of or in connection with the Order, including any disputes as to validity of the Order, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Shanghai. In case of purchase by a HEMPEL company in Hong Kong, any dispute, controversy or claim arising out of or in connection with the Order, including any disputes as to validity of the Order, shall be submitted to the Hong Kong International Arbitration Centre for arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in effect at the time of applying for arbitration. The place of arbitration shall be Hong Kong. The number of arbitrator shall be three. The arbitral award is final and binding upon the parties. The arbitral proceedings shall be conducted in Chinese. The arbitration provisions set out in this Clause do not prevent a Party from making use of any interim remedies (preliminary injunction etc.).

适用法律。合同以及按合同条款进行的任何供货应适用中华人民共和国的法律，在本条件中，中华人民共和国（“中国”）不包括香港特别行政区，澳门特别行政区和台湾地区。如就有关事项没有已颁布的中国法律，应适用国际惯例和被普遍接受的国际法律原则。如果由一家海虹老人位于香港的公司进行采购，则合同以及按合同条款进行的任何供货应适用香港法律。如就有关事项没有已颁布的香港法律，应适用国际惯例和被普遍接受的国际法律原则。因合同而引起的或与合同有关的任何争议、纠纷或索赔（包括有关合同效力的争议），应提交中国国际经济贸易仲裁委员会（“贸仲委”）根据申请仲裁时有效的贸仲委仲裁规则进行仲裁。仲裁地为上海。如果由一家海虹老人位于香港的公司进行采购，则因合同而引起的或与合同有关的任何争议、纠纷或索赔（包括有关合同效力的争议），应提交香港国际仲裁中心，根据申请仲裁时有效的香港国际仲裁中心机构仲裁规则进行仲裁。仲裁地为香港。仲裁人数为三人。仲裁裁决是终局的并对双方有约束力。仲裁程序应采用中文进行。本条款项下的仲裁约定并不限制任何一方可采取的临时救济方式（如申请基本的禁令等）。