

**Standard conditions of sale for deliveries in China effective on all orders accepted by Tata Steel Speciality Service Centre Suzhou Co., Ltd. and Tata Steel Speciality Service Centre Xian Co., Ltd (Chinese Law) (the 'Conditions')**

对塔塔特钢（苏州）有限公司及塔塔特钢（西安）有限公司（适用中国法律）接受的所有订单均有效的、适用于中国境内货物交付的标准销售条件（以下简称“本条件”）

In these Conditions 'the Seller' means Tata Steel Speciality Service Centre Suzhou Co., Ltd or Tata Steel Speciality Service Centre Xian Co., Ltd. Other terms used in these Conditions are defined in Condition 30.

在本条件中，“卖方”指塔塔特钢（苏州）有限公司或塔塔特钢（西安）有限公司。本条件中使用的其他术语之定义，请参见下文第30条。

**Formation of contract**

**合同的成立**

1. All contracts for the sale of goods by the Seller, however formed, incorporate these Conditions. Any term or condition in the Buyer's order or other documentation which is inconsistent with these Conditions shall be of no effect.

卖方为销售货物之目的而订立的一切合同，无论成立形式为何，均包含本条件。买方的订单或其他文件内的任何条款或条件，如与本条件不一致，皆无效。

**Time of Delivery**

**交付时间**

2. Dates or periods for delivery are approximate and are given for information only and shall under no circumstances be essential terms.

交付日期或期限为大致日期或期限，仅供参考，在任何情况下均并非要件。

3. A delay in delivery, including delivery later than the date or dates provided in the Contract Documents, shall not constitute a breach of contract and shall not entitle the Buyer to avoid the contract or to any other remedy, unless the Seller has guaranteed the date of delivery in a warranty set out in the Contract Documents that expressly modifies the provisions of Condition 2 and this Condition 3.

交付延迟，包括交付晚于合同文件规定的某个或某几个日期的，并不构成违约，也并不令买方有权撤销合同或享有任何其他救济，除非卖方已在合同文件规定的、对上文第2条和本第3条的规定进行明确修改的某一保证中，对交付日期进行过保证。

4. Should the manufacture or processing of any of the goods, or the delivery of any of the goods at any of the Seller's sites or to the Buyer elsewhere, whether by the Seller, an associated company or an independent freight carrier, be prevented or hindered directly or indirectly by fire, weather, war, civil commotion, strikes, lock-outs, industrial dispute,

shortage of raw materials or fuel (notwithstanding that the Seller has taken all reasonable steps to procure such raw materials or fuel), shortage of labour, breakdown or partial failure of plant or machinery, late receipt of the Buyer's specification or other necessary information, acts, orders or regulations of Governments, promulgation of any new laws or regulations of China or the amendment or interpretation of any existing laws, rules or regulations of China, delay on the part of any agent, sub-contractor or supplier, or any cause whatsoever beyond the reasonable control of the Seller or any of its associated companies concerned with the manufacture, processing or delivery of the goods then, notwithstanding any warranty set out in the Contract Documents expressly modifying Conditions 2 and 3, the time for delivery of the goods shall be extended for a reasonable period, and any such warranty shall be deemed to have been modified accordingly.

倘若任何货物的制造或加工，或**卖方**、某一联营公司或某一独立承运人在**卖方**的任何场所交付任何货物，或**卖方**、某一联营公司或某一独立承运人在其他地方向**买方**交付任何货物，遭以下原因或事件之直接或间接的阻碍或妨碍：火灾；天气；战争；内乱；罢工；封锁；劳资纠纷；原材料或燃料短缺（尽管**卖方**已经采取了一切合理措施来采购该等原材料或燃料）；劳动力短缺；工厂或机械故障或部分失灵；迟延收到**买方**的规格或其他必要信息；政府的行动、命令或规定；任何新的中国法律或法规之颁布，或对中国的任何现有法律、法规或规定之修正或解释；任何代理商、分包商或供应商的延误；超出**卖方**或其任何联营公司的合理控制的、与当时的货物制造、加工或交付有关的任何原因，则尽管有对上文第2条和本第3条的规定进行明确修改的任何保证，货物交付的时间仍然应作合理延长，并且任何该等保证应被视为已相应地进行了修改。

## **Cancellation of Delivery**

### **取消交付**

5. If delivery of any goods is likely to be delayed by reason of any of the causes or events referred to in Condition 4, and:

如果任何货物的交付由于上文第4条所述的任何原因或事件而遭延误，而且：

- (a) the Buyer shall not have taken delivery, or the Seller shall not have completed the manufacture or processing, of the goods or the goods shall have been lost, destroyed or irreparably damaged after completion of manufacture or processing; and

**买方**尚未收货，或**卖方**尚未完成货物的制造或加工，或货物在制造或加工完成后已遭遗失、毁坏或不可挽回地损坏；且

- (b) the delay is likely to continue for so long that the Buyer will need to acquire substitute goods from a source other than the Seller; and

延误可能持续很久，以致**买方**将需要从**卖方**以外的其他货源获得替代货物；且

- (c) the Buyer shows to the reasonable satisfaction of the Seller that the conduct of the Buyer's operations is likely to be seriously affected by the likely delay in delivery of the goods or that the Buyer is in peril of being in breach of a contractual obligation to a third party as a result of such delay,

**买方**以令**卖方**合理满意的程度显示，**买方**的经营行为可能受到货物交付的可能延误之严重影响，或**买方**有因为该等延误而违反对某一第三方的某项契约性义务的危险，

then the Seller shall at the request of the Buyer agree to the cancellation of the delivery of those goods.

则**卖方**应在**买方**要求下，同意取消该等货物的交付。

If any of the causes or events referred to in Condition 4 give rise to, or are likely to give rise to, a delay in delivery greater than 30 days, the Seller shall be entitled to cancel delivery of those goods and shall have no liability to the Buyer in relation to the sale of goods.

如果上文第4条所述的任何原因或事件引起或可能引起某一交付延误情况超过三十（30）日，则**卖方**应有权取消该等货物的交付，对**买方**不承担与货物销售有关的任何责任。

## Means of Delivery

### 交付方式

6. (a) The Seller reserves the right to supply the goods from any of its sites or any of the sites of any of its associated companies. Unless the Contract Documents specify otherwise, the method of carriage shall be at the Seller's discretion and at the cost of the Buyer. If the Contract Documents provide that the Buyer shall collect the goods from the relevant Seller site or if the Contract Documents make no provision about delivery and the Seller so elects, then the Buyer shall collect the goods without delay after being notified by the Seller that the goods are ready for collection. If the goods are not collected by the Buyer, within 3 days of being so notified, the Seller may despatch the goods itself at the Buyer's expense and risk (if an address for delivery of the goods has not been specified by the Buyer, to such address of the Buyer as the Seller may in its discretion decide) or store them at the Buyer's expense and risk, in which case the goods shall be deemed to have been delivered.

**卖方**保留从其任何场所或从其任何联营公司的任何场所供应货物的权利。除**合同文件**另作明确规定之情形外，运输方式应由**卖方**自行决定，并由**买方**承担费用。如果**合同文件**规定**买方**应从有关**卖方**场所收取货物，或者如果**合同文件**对交付未做规定而**卖方**选择**买方**从有关**卖方**场所收取货物，则**买方**应在得到**卖方**通知货物已准备好供收取后，毫不迟延地收取货物。如果**买方**在得到通知后的三（3）天内不收取货物，则**卖方**可以以**买方**承担费用和风险的方式自行派送货物（如果**买方**未曾明确说明过交付货物的地址，则发送至**卖方**可自行决定的**买方**地址），或以**买方**承担费用和风险的方式储存货物，在上述两种情况下，货物均应被视为已被交付。

- (b) The Seller reserves the right to charge to the Buyer any costs, charges or expenses incurred by the Seller, including, without limitation, any costs, charges or expenses incurred as a result of storage of the goods, vehicle or wagon detention or demurrage of ships, in each case, in consequence of any act or omission of the Buyer, or its servants or agents, including any failure of the Buyer to accept delivery of the goods, or as a result of any special requirement or stipulation not set out in the Contract Documents.

**卖方**保留向**买方**收取已发生的任何成本、收费或费用（包括但不限于由于**买方**或其人员或代理的任何作为或不作为（包括**买方**未接受货物的任何交付）的缘故，或由于未在**合同文件**中规定的任何特殊要求或规定，货物存储、车辆或货车遭扣留、船舶逾期所导致发生的任何成本、收费或费用）的权利。

- (c) Where the Contract Documents provide for delivery of the goods elsewhere than at the Seller's site or the site of one of the Seller's associated companies, the Seller will consider a claim by the Buyer in respect of loss or damage in transit only if the Buyer:  
当**合同文件**规定在**卖方**或**卖方的**其中一家联营公司的场所以外的其他地方交付货物时，**卖方**会考虑**买方**索赔的运输损失或损害，但**买方**也需同时满足以下条件：
- (i) gives notice to the Seller within 21 days after receiving an advice note or other notification of the despatch of the goods from the Seller, in the case of loss, or within 7 days after delivery of the goods in the case of damage;  
and  
**买方**在收到来自**卖方**的一份货物派送通知单或其他通知后的二十一（21）日内（如发生损失）或在货物交付后的七（7）日内（如发生损害），向**卖方**发出了通知；且
- (ii) where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.  
**买方**在货物由某一独立承运人运输的情况下，遵守了承运人的、关于告知运输损失或损害索赔的承运条件之一切方面。
- (d) Any marine insurance required to be effected by the Seller under the Contract Documents shall, unless otherwise agreed in the Contract Documents, be 10% over the invoice price and shall cover the goods from the time when transit of the goods to the destination named in the Contract Documents commences.  
除**合同文件**中另行约定之情形外，**卖方**在**合同文件**项下被要求投保的任何海上保险均应超过发票价格的10%，并应自货物向**合同文件**中指定的目的地运输开始起一直涵盖货物。
- (e) Except as varied by these Conditions or otherwise agreed in the Contract Documents, any terms defined in the relevant edition of Incoterms current at the date of the Seller's order acknowledgment, such as CIF and CFR, shall have the meaning assigned to them by such Incoterms when used in any of the Contract Documents.  
除**本条件**更改或**合同文件**另行约定之情形外，**卖方**的订单确认书签发之日相关现行版本的INCOTERMS（即国际商会国际贸易术语解释通则）中定义的任何术语，如CIF和CFR，当用于任何**合同文件**时，均应具有INCOTERMS所赋予它们的含意。

### **Delivery in instalments**

#### **分期交付**

1. Each part delivery or instalment of the goods shall be deemed to be sold under a separate contract.  
每一次部分交付或分期交付货物的，货物均应被视为系在一单独的合同项下得到出售。

## Specification and standards

### 规格和标准

2. Subject to the provisions of these Conditions, goods supplied by the Seller will, at the date of delivery, comply with any specification and standard specified by the Seller in the Contract Documents.

在遵守**本条件**的各项规定之前提下，在交付之日，**卖方**供应的货物会符合**卖方**在**合同文件**中规定的任何规格和标准。

## Warranties

### 保证

3. (a) Unless the parties have expressly agreed in the Contract Documents to modify this Condition then, notwithstanding the provisions of Condition 8 above, any condition, warranty, statement or undertaking as to the quality of the goods or their fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law.

除非双方在**合同文件**中已明确同意修改**本条件**，否则，对于货物的质量的任何条件、保证、声明或承诺，或对于货物对被成文法律、贸易习惯或其他方面以任何方式或在任何时候明示的或可能被成文法律、贸易习惯或其他方面默示的任何目的之适切性或适宜性的任何条件、保证、声明或承诺，尽管有上文第8条的规定，仍然在此予以排除，但此等排除程度以法律规定的程度为限。

- (b) Without prejudice to the foregoing, no statement or undertaking contained in any national Standard, ISO Standard, or other standard or technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability of the Seller, except to the extent such exclusion is prevented by law. The Buyer shall satisfy itself that the goods are suitable for any product or application for which they are to be used before the goods are incorporated into such product or application.

在不影响前文规定之前提下，关于货物对任何用途之合适性的任何国家标准、ISO标准或其他标准或技术规格中所含的任何声明或承诺，均不引起**卖方**承担的任何法律责任，但此等排除程度以法律规定的程度为限。**买方**应在货物被并入将作为使用目的之任何产品或应用前，对货物适于该等产品或应用表示满意。

## Testing and Inspection

### 测试和检验

4. Where the Contract Documents provide for testing or inspection of the goods by or on behalf of the Buyer before delivery (whether at the Seller's site or elsewhere), then the Buyer shall inspect and/or test the goods within 7 days of being notified by the Seller that the goods are available for inspection or testing. If the Buyer does not inspect or test the goods within the time specified by the Seller in that notice or if within 14 days of such testing or inspection the Buyer does not give notice to the Seller stating that, and specifying the reasons why, the goods do not comply with the Contract Documents, then the Buyer shall conclusively be deemed to have accepted that the goods comply with the

Contract Documents and shall not be entitled to reject the goods on the grounds of anything which such inspection or testing has or would have revealed.

合同文件规定由买方或其代表在交付前（在买方的场所或其他地方）对货物进行检验或测试的，买方应在得到卖方通知货物已准备好可供检验或测试后的七（7）日内，对货物进行检验和 / 或测试。买方未在卖方通知中规定的时间内进行检验或测试的，或买方在该等检验或测试的十四（14）日内未向卖方发出通知说明货物不符合合同文件并给出理由的，买方应被最终视为已认可货物符合合同文件，并且无权以该等检验或测试已经或本可揭示的任何事情为理由拒收货物。

### Acceptance of goods

#### 货物的接受

5. The Buyer shall be deemed to have accepted the goods and that the goods comply with the Contract Documents unless:  
除非发生以下情况，否则，买方应被视为已接受货物，并且认可货物符合合同文件：

- (a) the Buyer gives notice in accordance with Condition 10; or  
买方根据上文第10条发出通知；或
- (b) in the case of a defect in the quality or state of the goods or the goods otherwise not complying with the Contract Documents, which defect or non-compliance was apparent upon careful inspection or reasonable testing of the goods (or would have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller a notice specifying such defect or non-compliance within 21 days after receiving the goods and in any event prior to their use or re-sale and, after doing so, gives the Seller a reasonable opportunity to inspect or test the goods before they are used or resold; or  
货物的质量或状态有瑕疵或货物不符合合同文件，并且该等瑕疵或不符在仔细检验或合理测试（本该进行仔细检验或合理测试）货物时是显而易见的，而买方在收到货物后的二十一（21）日内且在任何情况下于货物被使用或转售之前向卖方发出通知说明了该等瑕疵或不符，并在如此作为之后，在货物被使用或转售之前给予了卖方一个合理的机会来检验或测试货物；或
- (c) in the case of a defect in the quality or state of the goods or the goods otherwise not complying with the Contract Documents, which defect or non-compliance was not apparent upon careful inspection or reasonable testing of the goods (or would not have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller notice specifying such defect or non-compliance immediately upon discovering it and in any event not more than 12 months after receiving the goods and, after doing so, gives the Seller a reasonable opportunity to inspect the goods. The Buyer shall not be excused from providing such opportunity by reason only that the goods have been incorporated into the goods or property of a third party or that the goods are located in, upon or under the premises or land of a third party.  
货物的质量或状态有瑕疵或货物不符合合同文件，并且该等瑕疵或不符在仔细检验或合理测试（或要是不进行仔细检验或合理测试）货物时并不是显而易见的，而买方在发现该等瑕疵或不符时立即且在任何情况下不超过收到货物后的12月向卖方发出通知说明了该等瑕疵或不符情况，并在如此作为之后，给予了卖方一个合理的机会来检验货物。买方不得仅以货物已并入某一第三方的货物或财产

或仅以货物位于某一第三方的房屋或土地之内、之上或之下为理由，不给予该等机会。

Any dispute between the parties as to whether any goods are defective in quality or state or otherwise not in compliance with the Contract Documents shall be resolved in accordance with provisions of Condition 27.

双方之间对任何货物在质量或状态方面是否具有瑕疵或是否不符合合同文件的任何争议，均应根据第27条的规定解决。

## Weight and Quantity

### 重量和数量

12. (a) Unless the Contract Documents specify otherwise, the Seller shall be entitled to select the basis on which to charge the goods, and such basis may include charging the goods on a calculated basis taking into account any usual industry standard tolerances applicable to such goods, including the weight, length, thickness, scrap loss and/or packaging of goods.  
除合同文件另有规定之情形外，**卖方**应有权选择对货物收费的依据，而且该等依据可包括在虑及了适用于该等货物（包括货物的重量、长度、厚度、报废损失及 / 或包装）的任何惯常工业标准公差的计算基础上对货物进行收费。
- (b) The weight or quantity of the goods printed upon the Seller's advice or despatch note shall be final unless the Buyer shall have given notice to the Seller of any discrepancy in weight or quantity within 14 days after receiving the goods and shall have given the Seller a reasonable opportunity to witness the weight and/or quantity of the goods being verified before they have been used, processed or sold.  
印刷在**卖方**的通知单或派送单上的货物重量或数量应为最终重量或数量，除非**买方**已在收到货物后的十四（14）日，向**卖方**发出重量或质量有出入的通知，并且已给予**卖方**一个合理机会来在货物被使用、加工或出售之前，见证对货物的重量和 / 或数量进行的验证。
- (c) Unless the Contract Documents expressly specify otherwise, delivery to the Buyer of a weight or quantity of goods up to 10% less than or greater than that which the Seller has agreed to sell shall under no circumstances be a breach of contract by the Seller or entitle the Buyer to reject the goods delivered.  
除合同文件另有明确规定之情形外，向**买方**交付的货物重量或数量少于或多于**卖方**已同意出售的重量或数量的幅度不超过10%的，在任何情况下均不构成**卖方**违约，也不令**买方**有权拒收交付的货物。

## Remedies

### 救济

13. Provided that the Buyer has complied with the requirements of Condition 10 or 11 (as applicable), and subject to the provisions of Condition 16, if the goods (or any part of them) are, upon delivery, defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in compliance with the Contract Documents, then, either:

在**买方**已遵守了上文第10条或第11条（视适用情况而定）之要求及下文第16条之规定的前提下，如果货物（或任何一部分货物）在交付时，有质量或状态瑕疵或（除重量或数量上出入之外的）不符合**合同文件**的情况，则：

- (a) if the Seller and the Buyer agree, the Buyer shall accept the goods at an agreed value; or  
在**卖方**和**买方**达成合意的情况下，**买方**应按商定的价值接受货物；或
- (b) if the Seller and the Buyer do not so agree within 21 days after the Buyer gave notice to the Seller under Condition 10 or 11 (as applicable), the Buyer may return the relevant goods to the Seller upon which the Seller shall, at the Seller's option either:  
在**卖方**和**买方**在**买方向卖方**发出上文第10条或第11条（视适用情况而定）项下的通知后的二十一（21）日内未达成合意的情况下，**买方**可将相关货物退还给**卖方**，在此等情况下，**卖方**应根据自己的选择：
  - (i) repair the goods at the Seller's expense;  
自费维修货物；
  - (ii) repay the Buyer, or give the Buyer credit for, the invoice price of the goods (including freight) and any reasonable transport costs incurred by the Buyer in carrying the relevant goods from the place they were originally delivered to the Seller's site from which they were despatched or to such other place as the Seller may nominate; or  
偿还或赊帐**买方**货物的发票价（包括运费）以及**买方**在将相关货物从其原来交付地运送至进行货物派送的**卖方**场所或**卖方**可能指定的其他地点而发生的任何合理的运输成本；或
  - (iii) replace the goods by delivering replacement goods to the original place of delivery as soon as may be reasonably practicable.  
在合理可行的范围内尽快将替代货物交付至原交付地，以调换货物。

### Limitations on Liability

#### 责任限制

- 14. (a) The undertakings in Condition 13 are given in lieu of any other legal remedy the Buyer may have (whether in contract, tort or otherwise) and shall be the Buyer's sole remedy in respect of goods (or any part of them) being defective in quality or state or otherwise not in compliance with the Contract Documents.  
上文第13条中给出的各项承诺替代了**买方**可能享有的任何其他法律救济（无论是在合同上的，还是侵权或其他方面的），并应是**买方**对于有质量或状态瑕疵或不符合**合同文件**情况的货物（或任何一部分货物）的惟一救济。
- (b) The liability of the Seller (and its associated companies) to the Buyer in respect of:  
**卖方**（及其联营公司）就以下事项对**买方**的责任：
  - (iv) such defects or non-compliance; and

该等瑕疵或不符合情况；及

- (v) in the event that the Seller is not entitled to rely upon the provisions of Condition 14(c) below, any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever), 在**卖方**无权依赖下文第14条 (c) 款规定的情况下, **买方**发生或蒙受的任何损失、损害或费用 (包括但不限于利润损失、收入损失或商誉损失), 并不论该等损失、损害或费用是如何造成的 (包括但不限于**卖方**的任何违约、疏忽或违反任何职责),

shall for all purposes (including, but without limitation, under the relevant contract and in negligence or any other tort) be limited to whichever is the lower of the cost of: (a) making good the goods; (b) the repayment or giving of credit for the invoice price of the goods; or (c) the replacement of the goods in accordance with Condition 13.

为一切目的 (包括但不限于在相关合同项下及出于疏忽或任何其他侵权), 均应被限定于根据上文第13条项下的 (a) 补货的成本、(b) 偿还或赊帐货物的发票价的成本或 (c) 调换货物的成本, 以孰低者为准。

- (c) Under no circumstances shall the Seller (or any of its associated companies) be liable for any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever) other than as set out in Condition 14(a).

在除本第14条上文 (a) 款以外的任何情况下, **卖方** (及其任何联营公司) 均无需承担**买方**发生或蒙受的任何损失、损害或费用 (包括但不限于利润损失、收入损失或商誉损失), 并不论该等损失、损害或费用是如何造成的 (包括但不限于**卖方**的任何违约、疏忽或违反任何职责)。

- (d) Nothing in these Conditions shall exclude or restrict the liability of the Seller for death or personal injury caused by the Seller, any loss suffered by the Buyer to the extent that it results from the wilful misconduct or gross negligence of the Seller, or as otherwise prohibited by law.

**本条件**中的任何内容均不排除或限制**卖方**对其造成的人身伤亡的责任、因其故意行为不当或重大疏忽导致买方蒙受的任何损失的责任以及法律另行禁止的责任。

- (e) Conditions 14(a) to (d) (inclusive), Conditions 9(a) and (b) and Conditions 24(a) to (e) (inclusive) shall be construed severally and as separate contract terms. These Conditions shall survive the termination of the contract for whatever cause.

本第14条上文 (a) 款至 (d) 款 (含)、上文第9条 (a) 款和 (b) 款以及下文第24条 (a) 款至 (e) 款 (含) 均应分别作为单独的合同条款进行解释。**本条件**在合同因任何原因终止后继续有效。

15. The Buyer agrees to indemnify and hold the Seller harmless from any and all claims, demands, proceedings and actions which may be made or brought against the Seller by any person, including (but not limited to) any purchaser of the goods or any product made therefrom, arising from the use of such goods or any products in which such goods are used or from any infringement of any patent, trade mark or trade name, copyright and the like, or from any latent or hidden defects in the quality of said goods or resulting products, or from the dangerous condition thereof, and the Buyer shall pay any and all costs, fees (including reasonable lawyers' fees) and expenses, judgments, awards and fines for and on behalf of the Seller as incurred or as they become due.

对于任何人士（包括但不限于货物或以该等货物制造的任何产品的任何购买人）针对**卖方**提出或提起的、因使用该等货物或以该等货物制造的任何产品引起的、因侵犯任何专利、商标、商号、著作权或类似内容引起的、因该等货物或结果产品的质量中的任何潜在瑕疵或隐蔽瑕疵引起的或因该等货物或结果产品的危险情况引起的任何及一切索赔、要求、程序和行动，**买方**同意对**卖方**进行补偿，使之免于任何损害，并且**买方**应代表**卖方**支付任何及一切发生的或到期的成本、费用（包括合理的律师费）、支出、判决金、裁决金和罚金。

### Non-prime goods

#### 非精选货物

16. Goods sold as 'non-prime' or goods accepted by the Buyer pursuant to Condition 13 which the Seller and the Buyer agree to be 'non-prime' are sold in their actual state, as seen, without warranty and with all faults whether or not the goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such goods is given in good faith but the Seller accepts no responsibility for its accuracy. Under no circumstances will the Seller be under an obligation to replace or make good such goods or be liable for any claim whatsoever in respect of them. If the Buyer shall re-sell such goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement, unless, prior to reselling the goods, the goods or such part of them as the Buyer re-sells are first made to comply with a recognised specification or standard.

按“非精选”状态出售的货物，或**买方**根据上文第13条接受的、**卖方**和**买方**同意是“非精选”状态的货物，均按其实际、看得见的状态出售，不带有任何保证而带有所有缺点，并不论货物是否已在交付之前经**买方**检验。**卖方**提供的、关于该等货物的任何声明、规格、说明或其他信息，均是在诚信原则下给出的，但是**卖方**对之准确性并不承担任何责任。在任何情况下，**卖方**均不会有义务调换或弥补该等货物，或对货物的任何索赔承担责任。如果**买方**转售该等货物，则**买方**应确保一项与**本条件**相似形式的规定被并入转售协议之中，除非在转售货物之前，货物或**买方**转售的那部分货物已优先制造出以遵守一项被公认的规格或标准。

### Retention of Title

#### 所有权保留

17. (a) Subject to any Incoterms expressly incorporated into the contract by any of the Contract Documents, risk in the goods shall pass to the Buyer when the goods are delivered to the Buyer.

在遵守通过任何**合同文件**被明确并入合同的任何**INCOTERMS**术语之前提下，货物的风险应在货物被交付给**买方**时即转移给**买方**。

(c) The Seller and the Buyer expressly agree that:  
卖方和买方明确同意:

- (1) until the Seller has been paid in full (in cash or cleared funds) for the goods; and  
直至**卖方**已经为货物全额付款之前; 且
- (2) until all other monies due or which become due from the Buyer to the Seller on any account whatsoever have been paid in full (in cash or cleared funds),  
直至**买方**因任何原因对**卖方**的所有其他已到期或将到期款项已得到全额付款(以现金或已结清的资金)之前,

the following provisions shall apply:  
以下规定应一直适用:

- (i) legal and beneficial ownership of such goods remain with the Seller;  
**卖方**保持是该等货物的法定及实益所有人;
- (ii) the Buyer shall have a right to possession (but not ownership) of such goods for the Seller and ensure that the goods shall be clearly marked and identifiable as being the Seller's property;  
**买方**应有权为**卖方**占有该等货物(但无所有权), 并确保货物应得到清楚地标记并可被识别为**卖方**的财产;
- (iii) the Seller may recover all or any part of such goods at any time from the Buyer if they are in the Buyer's possession and any of the events in Condition 18 has occurred and for that purpose the Seller, its servants and agents may enter upon any land or building upon or in which such goods are situated; and  
如果该等货物在**买方**的占有之下且下文第18条中的任何事件已发生, 则**卖方**可随时从**买方**收回该等货物的所有或任何一部分, 而为该等目的, **卖方**及其人员和代理商可进入该等货物所处的任何土地或建筑; 及
- (iv) the Buyer has a right to dispose of such goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by the Seller giving to the Buyer notice at any time and being automatically terminated (without notice) upon the happening of any of the events referred to in Condition 18.  
**买方**有权处分在其业务的正常过程中作为本金的该等货物(仅限其与顾客之间), 但该等权利可在**卖方**随时向**买方**发出通知时终止, 也可在发生了下文第18条中所述的任何事件时自动终止(无需通知)。

Each sub-Condition 17(b)(1) and (2) and sub-Condition 17(b)(ii), (iii) and (iv) shall be construed and have effect as a separate Condition and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

本第17条 (b) 款的第 (1) 项和第 (2) 项以及 (b) 款的第 (ii) 项、第 (iii) 项和第 (iv) 项均应作为一项独立的条件得到解释并具有效力，并因此在其任何一项因任何理由无法按其条件被强制执行时，其他项应保持十足的效力。

## Termination and Suspension

### 终止和中止

18. The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further deliveries under any or every contract in any of the following events: 在不影响**卖方**的其他权利和救济之前提下，如果出现以下任一事件，**卖方**应有权或是全部或部分终止其自己与**买方**订立的任何或每一份合同，或是中止在任何或每一份合同项下的任何进一步交付：

- (d) if any debt is due and payable by the Buyer to the Seller but is unpaid;  
**买方对卖方**应偿还的任何债务到期却未偿还；
- (e) if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the Contract Documents provided that in such event the Seller's rights of termination or suspension under this Condition shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed;  
**买方**未能提供**合同文件**要求提供的任何信用证、汇票或任何其他担保品，但是，在该等情形下，**卖方**在**本条件**项下的终止权或中止权应仅适用于**买方**未能履行的特定合同；
- (f) if any guarantee or other security for trading in respect of the Buyer's obligations under the contract or under the Contract Documents is cancelled, suspended or amended in any respect;  
合同项下有关**买方**的义务的或**合同文件**项下的任何保证或其他交易担保被取消、被中止或在任何方面被修正；
- (g) if, in the reasonable opinion of the Seller, the delivery (or any steps required in connection with the delivery) would involve a level of risk to the health or safety of any person that would constitute a breach, or potential breach, of any legal obligation by the Buyer and/or the Seller or would be excessive or unreasonable;  
根据**卖方**的合理意见，交付（或交付所需的任何步骤）会涉及事关任何人士的健康或安全的一定风险水平，而该等风险水平会构成对**买方**及 / 或**卖方**的任何法定义务的违反或潜在违反或是过分或不合理的；
- (h) if the Buyer has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights or the Buyer is otherwise in breach of any such contract;  
**买方**未能对其与**卖方**订立的任何合同项下的货物进行提货（但根据**买方**的合同权利不提货的情形除外），或**买方**违反任何该等合同；

- (i) if the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law;  
买方变得资不抵债或与其债权人达成任何和解或安排（包括自愿安排），或作为法人已为自愿清盘通过了一项决议（但以下情况除外：仅为重组目的；已请求做出对其清盘的命令或对破产管理人（包括行政性破产管理人）或财产代管人做出指定；或任何该等命令或指定已做出）；买方作为个人或合伙企业，中止支付其全部或部分债务；做出临时命令的申请已被提出；买方（无论是否为法人）应在任何法律项下进行或遵守任何类似的行动或程序；
- (j) the imposition of any new, additional or increased tax, public charge, freight, tariff or duty which may after the date of the quotation or contract be levied on or imposed on the goods to be sold, or upon any sale, delivery, or other action taken under or in connection with any contract to which these Conditions apply, or upon the export or import of such goods or materials required to produce the goods; or 在报价日或合同签署日之后可能对待售货物课征任何新的、额外的或增加的税费、公共收费、运费、关税、赋税，或在进行本条件适用的任何合同项下的任何销售、交付或其他行动后即课征任何新的、额外的或增加的税费、公共收费、运费、关税、赋税，或对生产货物所需的货物或资料之出口或进口课征任何新的、额外的或增加的税费、公共收费、运费、关税、赋税；或
- (k) if the Buyer fails to comply with any request by the Seller for advance payment or security pursuant to Condition 21 below.  
买方未能遵守卖方根据下文第21条提出的、关于任何提前支付或担保的请求。

The Seller shall be entitled to exercise its rights of termination or suspension under this Condition at any time during which the event giving rise to such rights is continuing and has not been remedied and, in the event of a suspension, the Seller shall be entitled, as a condition of resuming delivery under any contract between it and the Buyer, to require prepayment of, or such security as it may require for the payment of, the price of any further goods.

卖方应有权在引起终止权或中止权的事件正在持续且尚未得到救济的任何时候，行使其在本条件项下的该等权利，并且在出现中止的情形下，卖方应有权要求提前支付任何进一步货款，或要求得到其可为任何进一步货款之支付而要求得到的担保，以作为恢复其与买方订立的任何合同项下的交付的一项条件。

If the Seller is entitled to exercise its rights of termination or suspension under this Condition, the Seller shall further be entitled by notice to the Buyer to treat all sums which are then due to the Seller under any contract between the Seller and the Buyer but which are not then payable, as being immediately due and payable.

如果**卖方**有权行使其在**本条件**项下的终止权或中止权，**卖方**应进一步有权通过向**买方**发出通知的方式，将在**卖方**与**买方**订立的任何合同项下的所有到期但尚未支付给**卖方**的款项，均对待为立即到期应付。

## Payment and pricing

### 付款和定价

19. The Buyer shall not be entitled to withhold payment of any amount payable for the supply of goods or otherwise under the Contract Documents to the Seller because of any disputed claim of the Buyer in respect of defective goods or any other alleged breach of the Contract Documents, nor shall the Buyer be entitled to set off against any amount payable for the supply of goods or otherwise under the Contract Documents to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputes liability.

**买方**无权因为**买方**提出的、关于货物瑕疵或任何其他声称的违反**合同文件**的情况的任何有争议的索赔，而不支付为货物的供应或在**合同文件**项下应支付给**卖方**的任何款项，亦无权以为货物的供应或在**合同文件**项下应支付给**卖方**的任何款项，来抵销当时**卖方**并不应付的或**卖方**对支付责任提出争议的任何款项。

20. (a) The price payable by the Buyer for each delivery shall be the price set out in the Contract Documents to which shall be added any Value Added Tax and any other tax or duty relating to the sale or delivery of goods chargeable to the Seller and the freight and other charges as specified in the Contract Documents. Unless otherwise expressly stated in the Contract Documents, the price of each delivery (including such Value Added Tax, other tax or duty, freight and other charges) shall be paid in full and received by the Seller by no later than 30 days from the date of invoice. The Seller shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 8% above the arithmetic average for each day of the published base rate of the Central Bank for the currency in which the goods are priced or at any higher rate as the Seller would (but for this Condition) have been entitled to charge interest under any applicable legislation.

**买方**为每一次交付应付的价格，应是**合同文件**规定的价格，并应加上可记在**卖方**账上的任何增值税及与货物的销售或交付有关的任何其他税赋，以及**合同文件**规定的运费和其他收费。除**合同文件**另有明确说明之情形外，每一次交付的价格（包括该等增值税、其他税赋、运费和其他收费）应由**卖方**不晚于发票开立之日起的三十（30）日，予以足额支付和收到。**卖方**应有权对上述尚未支付的任何款项收取利息。该等利息应按日对欠款计算，利率为央行公布的货物定价本位币的基准利率的每日数学平均值上浮8%，或**卖方**本来（仅为**本条件**）有权在任何有关立法下收取的利息的任何更高的利率。

- (b) The Seller shall further be entitled to recover from the Buyer all costs incurred by the Seller or on its behalf in recovering payment of any sum not paid in full when that sum is due and payable and the Buyer shall indemnify the Seller against all such costs.

**卖方**应进一步有权从**买方**收回**卖方**或其代表在催收任何已到期应付但却未得到足额支付的款项而发生的一切成本，且**买方**应就一切该等成本对**卖方**进行偿付。

- (c) Payment shall be made in US Dollars or otherwise in the currency specified in the Contract Documents. Subject to Condition 19, that amount shall not be subject to any discount or deduction except as agreed by the Seller in the Contract Documents.

付款应以美元或合同文件规定的其他货币进行。在遵守上文第19条之前提下，款项不得给予任何折扣或扣减，但卖方在合同文件中同意的除外。

21. The Seller may at any time, whether before the beginning of the performance of the Contract or after partial performance thereof, require from the Buyer, partly or wholly, a payment in advance or require a guarantee acceptable to the Seller that the Buyer shall satisfactorily fulfil his obligations towards the Seller. The Seller shall be under no obligation to justify his requirement for such payment in advance or guarantee.

卖方可随时（无论是在合同履行开始前，还是在部分履行之后）要求买方部分或全部提前付款，或要求得到一份可为卖方接受的、内容为买方应令人满意地履行完毕其对卖方的义务的保证。卖方并无义务来证明其对该等提前付款或保证的要求系正当要求。

## Notices

### 通知

22. (a) Except where expressly stated otherwise in any of the Contract Documents, a notice in respect of the contract shall only be effective if it is in writing. Email and notices given via the Seller's electronic data interchange system are permitted.

除任何合同文件中另作明确说明之情形外，关于合同的通知应仅在书面做出时方为有效。允许通过卖方的电子数据交换系统发出电子邮件和通知。

- (b) Notices in respect of the contract or under any of the Contract Documents shall be sent to a party at its address or number and for the attention of the individual specified in the Contract Documents, provided that a party may change its notice details on giving notice to the other party of the change in accordance with this Condition.

关于合同的或任何合同文件项下的通知均应被发送给一方的地址或号码，并注明由合同文件中规定的个人收件，但一方可通过根据本条件向另一方发出变更通知后变更其通知细节。

## Third Party Rights

### 第三方权利

23. The Seller and the Buyer agree that if any term of the contract or any term of the Contract Documents purports to confer a benefit on any person who is not a party to the contract (a 'third party'), that term shall not be enforceable by any such third party.

卖方和买方同意，如果合同的任何条款或合同文件的任何条款旨在将某项利益赋予并非是一方合同一方的任何人士（即一“第三方”），则该条款应对任何该等第三方不具有强制执行力。

## Entire Agreement

### 完全合意

24. (a) The Contract Documents constitute the whole and only agreement between the parties relating to the subject matter of the contract.  
合同文件构成双方之间与合同的标的事项有关的全部且唯一的合意。
- (b) The Buyer acknowledges that in entering into the contract it is not relying upon any pre-contractual statement which is not set out in the Contract Documents.  
买方承认，在订立合同时，其并不在依赖合同文件中未述及的任何合同前声明。
- (c) Except in the case of fraud, no party shall have any right of action against any other party to these Conditions arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Contract Documents.  
除非发生欺诈情况，否则，任何一方均不享有针对本条件另一方的、因任何合同前声明引起的或与任何合同前声明有关的任何诉讼权，但在合同文件中得到重述的除外。
- (d) For the purposes of this Condition, 'pre-contractual statement' means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the contract made or given by any person at any time prior to the date of these Conditions.  
为本条件之目的，“合同前声明”指任何任何性质的、书面或非书面的、与合同的标的事项有关的、由任何人士在本条件签署日之前的任何时候做出或给出的草稿、协议、承诺、陈述、保证、允诺、担保或安排。
- (e) Where the Seller provides any information or advice to the Buyer in connection with the delivery of any goods other than as specifically required under the Contract Documents, the Buyer acknowledges that the Seller does not accept any responsibility for providing inaccurate, misleading or incomplete information or advice. The Buyer acknowledges that before relying on any information or advice which the Seller or any associated company may supply, the Buyer should satisfy itself of the accuracy and appropriateness of that information or advice.  
在卖方向买方提供与任何货物的交付有关的而非合同文件项下明确要求的任何信息或建议的情况下，买方承认，卖方对所提供信息之不准确性、误导性或不完整性，并不承担任何责任。买方承认，在依赖卖方或任何联营公司可能提供的任何信息或建议之前，买方应当自行满足对该等信息或建议之准确性和适当性的要求。

**No waiver**  
无弃权

25. The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. Any variation in the terms of the contract must be agreed between the parties in a Contract Document.

卖方或买方的权利并不受任何一方向另一方给予的任何放任或容忍所影响或限制，而且任何一方对于任何违约行为放弃追究，并不意味着对任何后来发生的违约行为放弃追究。合同条款上的任何变更必须由双方在一合同文件中进行商定。

## Severability

### 可分割性

26. In the event that, for any reason, any provision in the contract is held to be void, unenforceable or otherwise invalid, all the other provisions of the contract, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective.

如果出于任何原因，合同的任何规定被认定为无效、不可被强制执行或错误的，则合同的所有其他规定，以及部分内容的效力被认定为无效、不可被强制执行或错误的任何规定的剩余部分，应保持十足的效力。

## Governing Law and Jurisdiction

### 适用法律和司法管辖权

27. (a) The contract and the Contract Documents shall be governed by and construed in accordance with the laws of the People's Republic of China.

合同和合同文件应适用中华人民共和国的法律，并据之进行解释。

- (b) In the event any dispute arises between the parties out of or in relation to the contract and the Contract Documents, including any dispute regarding the breach, termination, validity or interpretation thereof, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute has not been resolved by friendly consultations within twenty (20) days after one party has served written notice to the other party requesting the commencement of such consultations, then the dispute shall be settled by arbitration. The arbitration shall be conducted by China International Economic and Trade Arbitration Commission in Beijing in accordance with its procedural rules then in force. The arbitration tribunal shall comprise three arbitrators. The language to be used in such arbitration proceedings shall be English. The arbitration award shall be final and binding on the parties. The costs of arbitration shall be borne by the losing party except otherwise determined by the arbitration tribunal.

双方之间因合同或合同文件产生的或与合同或合同文件有关的任何争议，包括关于合同或合同文件的违反、终止、有效性或解释的任何争议，双方均应首先尝试谈过友好协商解决该等争议。如果在一方已向另一方送达书面通知、要求进行协商的后的二十（20）天内争议未得到解决，则应通过仲裁解决争议。仲裁应由中国国际经济贸易仲裁委员会根据该会届时有效的仲裁规则在北京进行。仲裁庭应由三名仲裁员组成。仲裁程序中使用的语言应为英语。仲裁裁决应为终局的，对双方均有约束力。仲裁费用应有败诉方承担，但仲裁庭另有决定的除外。

## Data Protection

### 数据保护

28. The Buyer hereby consents to the Seller using any information provided by the Buyer for any purposes connected with the supply of goods under the contract, including, without limitation, the carrying out of a credit check on the Buyer, arranging credit insurance, processing payment by the Buyer, enforcing the Buyer's obligations under the contract and carrying out its own obligations under the contract.

买方在此同意卖方使用买方为了与合同项下货物的供应有关的任何目的而提供的任何信息，包括但不限于对买方进行信用检查、安排信用保险、处理买方的付款、强制执行合同项下的买方义务以及履行其自己在合同项下的义务。

## Language Version

### 语言版本

29. The contract and the Contract Documents are written in both English and Chinese language. Both language versions shall have the same legal effect. If there is any discrepancy between the two language versions, the English version shall prevail.

合同和合同文件以英文和中文书就。两种语言的版本应具有同等效力。如果两种语言版本有任何不一致，应以英文版本为准。

## Definitions

### 定义

30. In these Conditions, unless the context requires otherwise:

在本条件中，除上下文另有要求之情形外：

‘associated company’ means, in relation to the Seller, a company:

“联营公司”，就卖方而言，指一家符合以下条件的公司：

- (a) which holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares in the Seller; or  
其直接地或通过另一人士、实体或其他间接地持有或控制卖方一半以上的股份；  
或

- (b) in which any such company or the Seller holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares,  
其被任何该等公司或卖方直接地或通过另一人士、实体或其他间接地持有或控制一半以上的股份，

and ‘associated companies’ means all of them.

而英语版本中复数形式的“联营公司”指其全体。

‘Contract Documents’ means, in relation to each contract for the sale of goods by the Seller to the Buyer:

“合同文件”，就卖方向买方销售货物的每一份合同而言，指：

- (a) the Conditions;  
本条件;
- (b) any order acknowledgement, advice, despatch note or other delivery documentation or invoice given by the Seller to the Buyer in respect of the contract; and  
卖方给予买方的、关于合同的任何订单确认书、通知单、派送单或其他交付文件或发票;
- (c) any other document expressly accepted by the Seller as forming part of the contract,  
卖方明确接受作为构成合同的一部分的任何其他文件,

and 'Contract Document' shall mean any one of them.

而英语版本中单数形式的“合同文件”指其中之一。

'goods' means, in relation to each contract, the goods referred to in the Contract Documents as being sold by the Seller to the Buyer and all obligations of the Seller (and its associated companies) in connection with the sale of these goods, including but not limited to design, manufacture, insurance, delivery, testing and installation and all references to 'delivery of the goods' shall be construed, where the context permits, to include a reference to performance of all such obligations.

“货物”，就每一份合同而言，指合同文件中提及的、正在被买方销售给买方的货物，而且，卖方（及其联营公司）承担的、与货物销售有关的一切义务，包括但不限于设计、制造、保险、交付、测试和安装，以及所有提述“货物的交付”之处，均应在上下文允许的情况下，包括对履行一切该等义务之提述。