

General Terms and Conditions of Sale 销售通用条款和条件

1. GENERAL 总则

- 1.1 These General Terms and Conditions of Sale ("**Conditions**") govern the offering, sale and delivery of all goods and/or services, including consultancy services (hereinafter jointly referred to as the "**Product(s)**"), from or on behalf of Sontara Nonwovens (Shanghai) Co., Ltd. (hereinafter referred to as the "**Supplier**"), to any customer (hereinafter referred to as the "**Purchaser**") and apply to all transactions between the Supplier and the Purchaser (collectively the "**Parties**").

本销售通用条款和条件（“条件”）约束胜特龙无纺布（上海）有限公司或其代表（以下简称为“供应商”）向任何客户（以下简称“买方”）提供所有货物和/或服务，包括咨询服务（以下简称“产品”）的要约、销售和交付，并适用于供应商和买方（合称为“双方”）之间的所有交易。

- 1.2 By contracting on the basis of the Conditions, the Purchaser agrees to the applicability thereof, in respect of all transactions between the Supplier and the Purchaser.

买方同意依据本条件缔结的合同，适用于供应商和买方之间所有交易。

- 1.3 The Supplier explicitly rejects the applicability of any general terms and conditions of the Purchaser. Furthermore, the Conditions supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the Parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed and any other terms and conditions submitted by the Purchaser. Failure by the Supplier to object to any terms and conditions set by the Purchaser shall in no event be construed as an acceptance of any of such terms and conditions of the Purchaser. If the Conditions differ from any of the terms and conditions of the Purchaser, the Conditions and any subsequent communication or conduct by or on behalf of the Supplier, including, without limitation, confirmation of an order, performance of services, and delivery of Products, constitute a counter-offer and not acceptance of such terms and conditions submitted by the Purchaser. Any communication or conduct of the Purchaser which confirms an agreement for the delivery of Products by the Supplier, as well as acceptance by the Purchaser of any delivery of Products from the Supplier shall constitute an unqualified acceptance by the Purchaser of the Conditions.

供应商明确拒绝接受买方的任何通用条款和条件的适用性。并且，本条件取代双方先前有关产品销售和交付的任何和所有的口头和书面报价、信息交流、协议和谅解的条款，并应优先应用于和取代任何买方已发出订单的所有条款和条件以及买方提交的任何条款和条件。无论何种情况下，供应商没有反对买方规定的任何条款和条件不应理解为接受买方的任何条款和条件。如果本条款有别于买方的任何此等条款和条件，本条款以及随后供应商或其代表的任何信息交流和行为，包括但不限于订单确认、履行服务以及产品交付，将构成反要约而不是接受买方提交的此等条款和条件。买方任何确认同意供应商产品交付的信息交流和行为以及买方接受供应商的任何产品交付均应构成买方对本条款的无条件接受。

- 1.4 The Conditions applicable to the Parties for a specific transaction shall be the last version of the Conditions published on the website of the Supplier (www.sontara.com; the "Website") on the date of receipt by the Purchaser of the related Confirmed Order. The Supplier reserves the right to amend the Conditions at any time. The amended Conditions will take effect on the date of publishing of these amendments on the Website, which means that the amended Conditions shall apply to all transactions concluded between the Parties after the date of such publishing.

针对某项具体交易而适用于双方的条件应为供应商官方网站(www.sontara.com，“官网”)颁布的本条件的最新版本，以买方收到相关确认订单之日的版本为准。供应商保留随时修订本条件的权利。经修订的本条件将自官网发布之日起生效，这意味着经修订的条件应自官网发布之日起适用于双方之间达成的所有交易。

Sontara.

- 1.5 Without prejudice to the Conditions, the Supplier draws the attention of the Purchaser on the co-existence of terms of use, available on the Website, which set forth the legally binding terms for accessing, using and visiting any and all web pages and related services and materials of the Website, which relate to the use by the Purchaser of the Products.

在不损及本条件的前提下，供应商特此提请买方注意同时在官网存在的使用条件，该条件存在于官网，规定了有关登录、使用和访问任何和所有网页和相关服务以及网上材料的具有法律约束力的条款，该网站与买方使用产品有关。

- 1.6 Any electronic communication between the Parties shall be effective as originals and shall be considered to be a "writing" between the Parties. The electronic communication system used by the Supplier will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

双方之间的任何电子文件交流应如原件一样有效并应视为双方的之间的书面文件。供应商使用的电子文件交流系统是其电子文件内容和发送接收时间的唯一证据。

2. QUOTATION, OFFER AND CONFIRMATION 报价、要约和确认

- 2.1 Unless stated otherwise by the Supplier, quotations made by the Supplier in whatever form are not binding to the Supplier and merely constitute an invitation to the Purchaser to place an order. All quotations issued by the Supplier are revocable and subject to change without notice.

除非供应商另有申明，供应商无论以任何形式所提出的报价对供应商均不具有约束力，而仅构成邀请卖方发出订单的要约。供应商发布的所有报价均可撤销且均可修改而无须做任何通知。

- 2.2 Unless stated otherwise by the Supplier, offers made by the Supplier in whatever form are valid for 3 (three) months from the date of issue. An adjustment of the price (see section 3.3) or terms does not extend the period of validity of the offer.

除非供应商另有申明，供应商提供的任何形式报价有效期以发出日起为3（三）个月。价格或条款的调整（见第3.3条）不超过要约的有效期。

- 2.3 The Purchaser is bound by the order sent to the Supplier. If the Purchaser demands a testing process of the Product, he is bound by the order under the condition of a positive test result. The Supplier is not bound by the order until he accepts and confirms the order in writing (the "**Confirmed Order**"). The Supplier shall be entitled to refuse a non-confirmed order without indicating the reasons. Verbal or written agreements and changes to orders that have been placed likewise always require written confirmation by the Supplier in order to become valid. In order to optimize the packaging of the Products, the Confirmed Order may contain a 10% higher or lower quantity of goods than ordered by the Purchaser.

买方受发送给供应商的订单的约束。若买方要求产品进行测试，在测试结果通过后买方受订单的约束。供应商在接受并经确认的订单（“**确认订单**”）之前不受订单的约束。供应商应有权拒绝未经确认的订单，而无需说明理由。针对已出具的订单的口头或书面协议和变更同样需要供应商的书面确认方能生效。为了优化产品的包装，确认订单可能高于或低于买方订购产品数量的10%。

- 2.4 The Purchaser must carefully check the Confirmed Order immediately and report any errors or omissions within 3 (three) calendar days upon receipt to the Supplier. Once this time has elapsed, the contract is deemed as definitively concluded according to the terms and conditions stipulated in the Confirmed Order.

买方必须立即仔细检查经确认的订单并在收到供应商的确认订单的3（三）天内通报错误或疏漏。一旦时限已过，则视该合同已经根据确认订单中的相关条款和条件成立。

- 2.5 The Supplier may agree in writing to the cancellation or alteration of a Confirmed Order if the state of the works permits. The costs arising from the cancellation or alteration of a Confirmed Order will be exclusively borne by the Purchaser.

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

若生产情况允许，供应商可以以书面形式同意取消或变更确认订单。由于取消或者变更确认订单所产生的费用将由买方独家承担。

- 2.6 The benefits of the Confirmed Order are exclusively entitled to the Purchaser and cannot be assigned or transferred to third parties without the Supplier's prior written consent.

确认订单的权益仅限于买方享有，未经供应商事先的书面同意不得转让或者转移给第三方。

- 2.7 The Purchaser undertakes to provide in a timely manner the necessary and correct information allowing the Supplier to deliver the order as agreed.

买方承诺及时提供必要的和正确的信息，以使供应商能够按约定交付订单。

- 2.8 The Supplier has the right to opt for another type of material and to change the design of the goods to be delivered, if the replacement product complies with the usual standards and the characteristics required by the Purchaser. In such a case, the Purchaser cannot require the goods already delivered or ordered to be replaced.

如果替代产品符合正常标准和买方要求的特性，供应商有权为交付的产品选择另一种类型的材料和改变设计。在此情况下，买方不能对已经交付或已经订购的产品提出更换要求。

3. PRICES – PRICE CHANGES – DISCOUNT 价格– 价格变动– 折扣

- 3.1 Prices and currencies of the Products of the Supplier are as set out in the Confirmed Order.

供应商的产品的价格和币种规定于 确认订单中。

- 3.2 Prices do not include value added tax (VAT) or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of Products to the Purchaser shall be for the Purchaser's account and shall either be added to each invoice or separately invoiced by the Supplier to the Purchaser.

价格不包括增值税或任何其他类似的适用的税收、关税、税赋或任何司法管辖区就产品或其交付所加征的费用征收（“税费”）。与面向买方的产品销售中有关的税费均应由买方承担。此等税费会被加入到供应商开给买方的每张发票中或由供应商向买方单独开据发票。

- 3.3 Unless the prices have been expressly indicated as firm by the Supplier in the Confirmed Order, the Supplier is entitled to increase the price of the Products still to be delivered if the cost price determining factors have been subject to an increase between the date of execution and the date of delivery or performance. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by the Supplier from third parties, wages, salaries, social security contributions, governmental charges, freight costs, insurance premiums and exchange rates. The Supplier shall send an accordingly revised Confirmed Order to the Purchaser and thereby notify the Purchaser of such increase which shall not exceed the amount of the cost increase. The increase of the prices or costs will not affect the other conditions of the former Confirmed Order, the contract is still deemed to be definitively concluded upon receipt of the former Confirmed Order and the Purchaser has no right to withdraw from it in any way whatsoever.

除非供应商在确认订单中已明确表明价格为固定价格，如果在合同执行日期和产品交付或履行日期之间成本增加，供应商有权提高即将交付的产品价格。这些因素包括但不限于：原材料和辅助材料、能源、供应商从第三方获取的产品、工资、薪水、社会保障、政府收费、运费、保险费以及汇率。供应商应向买方发送相应的经修改的确认订单，并告知买方价格增加不会超过成本增加。价格或成本的增加不会影响原确认订单中的其他条款，收到原确认订单后，合同仍然视为最终缔结，买方无权利以任何方式撤销合同。

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

- 3.4 If the Supplier grants a discount to the Purchaser, this discount only relates to the delivery specifically mentioned in the Confirmed Order.

供应商向买方提供折扣只限于确认订单中明确提及的交付产品价格。

4. TERMS OF PAYMENT 支付条款

- 4.1 Unless stated otherwise in the Confirmed Order, the purchase price is payable by the Purchaser on receipt of the Products without any deductions or discounts.

除非在确认订单中另有规定，买方在收到产品时即应支付购买价格，且不得做任何扣除或折扣。

- 4.2 The deadline for the payment stated on the invoice of the Supplier is imperative. The Supplier may, without prejudice to any other rights of the Supplier and without a written reminder, charge interest on any overdue payment on the basis of the base interest rate of the People's Bank of China plus 10 (ten) points per annum from the due date computed until all outstanding amounts due by the Purchaser are fully paid. All costs and expenses incurred by the Supplier with respect to the collection of overdue payments (including, without limitation, an administration fee of CNY 270 per written reminder, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for the Purchaser's account. Furthermore, the Supplier reserves the right to suspend or cancel the orders in progress without paying any compensation to the Purchaser and to claim compensation from the Purchaser.

供应商发票上所注明的付款最后期限必须遵守。供应商可以在不损及其自身其他任何权利的情况下且无需以书面通告形式向买方收取逾期付款的利息。利息是中国人民银行基准利率加10（十）个点的年率，利息计算是从到期日起，直至买方全部付清所有应支付款。买方必须负担供应商收回逾期付款的所有成本和费用（包括但不限于：每次书面通告行政费用人民币270元、合理的律师费、专家费、诉讼费和其他诉讼费用）。此外，供应商保留暂停或取消执行中订单的权利而不向买方支付任何赔偿，并有权向买方索赔。

- 4.3 If the Purchaser is in default with payments for supplies he has already received, the Supplier has the right to rescind in writing the part of the Confirmed Order not yet executed without allowing any further time and to cancel all Confirmed Orders, already confirmed but not yet executed. The Purchaser must compensate the Supplier fully for damages arising therefrom.

如果买方对已经收到的产品支付违约，供应商有权以书面形式及时撤销确认订单中尚未执行的部分，并有权取消所有已确认但尚未执行的确认订单。买方必须向供应商赔偿由此造成的所有损失。

- 4.4 If the Purchaser does not comply with the terms of payment or if he is unable to make payment, all outstanding credit balances become due for payment irrespective of the agreed payment deadlines and may be claimed by the Supplier immediately.

如果买方不遵循支付条款或者未能支付，无论是否已至协定的最后支付期限，所有未支付信用余额均视为到期。供应商可以立即提出索赔。

5. DELIVERY – EXAMINATION – ACCEPTANCE / COMPLAINT 交货—验货—收货/投诉

- 5.1 Unless stated otherwise in the Confirmed Order, dispatch and transportation to the place notified by the Supplier to the Purchaser prior to delivery are at the cost and risk of the Supplier, CIF Incoterms 2010 (cost, insurance and freight to the agreed port of destination) published by the International Chamber of Commerce.

除非在确认订单中另有规定，在交货之前供应商需通告买方货物调配和运输，运费和风险由供应商承担，即：国际商会2010年出版CIF国际贸易术语解释通则（成本，保险和约定目的港运费）。

- 5.2 Unless stated otherwise in the Confirmed Order, any times or dates for delivery by the Supplier are estimates and shall not be of the essence. The Supplier is entitled to deliver the Products as stated in the Confirmed Order in parts and to invoice separately. Delay in delivery of any Products shall not relieve the Purchaser of

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

his obligation to accept delivery thereof, unless the Purchaser cannot reasonably be expected to accept such late delivery. In any event, delays in delivery cannot justify the cancellation of the order by the Purchaser nor give rise to any payment of penalties or damages by the Supplier.

除非在确认订单中另有规定，供应商的发货时间或日期是预估而不应是准确时间。供应商有权分批发送确认订单中的产品并单独开据发票。除非买方不能合理地接受延迟交货，买方必须有义务接受任何产品的延迟交货。在任何情况下，买方不得以延迟交货为由取消订单，也不得向供应商提出罚款或损失赔偿。

- 5.3 The Purchaser shall be obliged to accept the Products and pay the amount specified in the Confirmed Order for the Products delivered by the Supplier. If dispatch is delayed at the Purchaser's responsibility, the Supplier will invoice the Purchaser the resulting storage costs, at least CNY 1,400.- (one thousand four hundred) per packing list and per a period of 30 (thirty) calendar days the total amount mentioned in the Confirmed Order, starting with the notification that the Products are ready for dispatch.

买方有义务接受产品，并如数支付确认订单中供应商交货产品的金额。若由于买方的责任导致延迟发货，供应商的发票上会标明所导致的仓储费。确认订单中会注明，自通知产品发货之日起，每30（三十）个日历天为一个周期，每个装箱单至少收取人民币1,400元（一千四百）。

- 5.4 The Purchaser must inspect the Products and their packaging (including lower disks of the rolls and plastic films) immediately upon receipt and satisfy himself that the Products delivered meet the agreed specifications for the Products as stated in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications used by the Supplier at the time of delivery of the Products (the "Specifications").

买方收货时必须立即检查产品和包装（包括卷材包装底盘和塑料膜）并确认产品符合确认订单中所标明的产品规格，或者在没有协定规格的情况下确认符合供应商交货时的产品最新规格（“产品规格”）。

- 5.5 Complaints about the Products shall be made by fax, email or registered letter within 8 (eight) days from the date of delivery of the Products (except Sundays and public holidays) in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and 8 (eight) days from the date on which any other claim (e.g. hidden defects) was or ought to have been apparent, but in no event later than the expiry of (i) a 6-month period running from the date of delivery of the Products or (ii) the warranty period mentioned in the Confirmed Order (if different), whichever occurs first.

产品投诉应当通过传真、电子邮件或挂号信在交货日期后的8（八）天内（星期日及公众节日除外）提出，投诉包括合理验收交货时出现明显产品缺陷、缺省或短缺。其他投诉（如：隐形缺陷）应该在8（八）天后提出，但在任何情况下投诉日期不得超过（1）产品交货日期后6个月或（2）确认订单中的保证期，如有不同，以先到期为准。

- 5.6 In case of a disaccord between the Parties concerning the quality of a Product delivered by the Supplier to the Purchaser, the Supplier will submit the purported defective Product to an independent expert reasonably acceptable to the Purchaser to have determined whether or not the Product in question has met the Specifications. The results of such analysis shall be binding upon the Parties, and the Party unable to uphold its position shall bear the related costs of the expert.

如果双方在供应商交付给买方的产品质量方面存在争议，供应商将向买方认同的独立专家提交质量可疑产品以判定其是否符合产品规格。此类分析结果对双方具有约束力，失利一方必须承担相关专家费用。

- 5.7 Defects in parts of the Products do not entitle the Purchaser to reject the entire delivery of the Products, unless the Purchaser cannot reasonably be expected to accept the delivery of the remaining non defective parts of the Products. Complaints, if any, do not affect the Purchaser's obligation to pay as defined in Section 4. The Purchaser is obliged to provide on first request any information needed to identify the purported defective Products (e.g. batch No., pallet No).

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

除非买方不能合理地接受剩余的非缺陷产品，否则买方无权因产品的部分缺陷而拒绝接受全部产品。如有投诉，买方仍须按照第4条规定付款。一旦供应商要求，买方必须提供所有识别可疑质量产品的信息（如：批号、托盘号）。

- 5.8 Failure to complain within the appropriate time or any use of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and waiver of all claims in respect of the Products.

买方在适当的时间内未提出投诉或者已使用产品都应被视为买方在交货日期后无条件接受产品并放弃对产品的所有索赔。

6. CANCELLATION 撤销

The Purchaser's wrongful non-acceptance or rejection of Products or cancellation of the Confirmed Order shall entitle the Supplier to recover from the Purchaser, in addition to any other damages caused by such action:

若买方无正当理由不接收产品或者拒收产品或取消经确认的订单，同时由此类行动而导致任何其他损失，供应商应有权向买方提出全额索赔：

(i) in the case of Products which reasonably cannot be resold by the Supplier to a third party, the price of such Products as quoted in the Confirmed Order; or

(i) 如 供应商无法合理的以确认订单中的价格将产品转售给第三方，， 或

(ii) in the case of Products which can be resold by the Supplier, damages equal to 50% (fifty percent) of the price for the Products as quoted in the Confirmed Order as liquidated damages, unless the Purchaser can demonstrate that the actual damages incurred by the Supplier are lower than 50% of the price or were not suffered at all.

(ii) 如供应商可以转售产品，但违约损失等于确认订单中产品报价的50%（百分之五十），除非买方可以证实供应商遭受的实际损失低于产品价格50%或毫未受损。

7. TRANSFER OF RISK AND PROPERTY 风险和所有权的转移

- 7.1 Benefit and risk are transferred to the Purchaser at the latest when the Products are available at the place of delivery (CIF Incoterms 2010) notified by the Supplier to the Purchaser prior to delivery. If dispatch is not possible and no fault is attributable to the Supplier, risk transfers to the Purchaser with the notification that the Products are ready for dispatch.

利益和风险最晚于产品到达供应商交付前所通知的交付地点（依照2010国际商会国际贸易术语解释通则CIF价格条件）时转移到买方。如果供应商无法发货且责任不在供应商，则风险应于供应商通知买方产品备妥待发时移转于买方。

- 7.2 The title to the Products shall not pass to the Purchaser and full legal and beneficial ownership of the Products shall remain with the Supplier unless and until the Supplier has received payment in full for the Products, including costs such as interest, charges, expenses, etc. The Purchaser will for the duration of the reservation of title protect the Products supplied at his own expense and will insure them against theft, fire, lightning, water and damage from the elements. Furthermore he will take all necessary steps to ensure that the Supplier's claim to title is neither diminished nor revoked.

供应商在收到产品的全额付款，包括诸如利息、费用、开支等之前，拥有产品的全部合法和受益所有权，产品所有权不向买方转移。买方在保留产品所有权期间应承担保护产品的费用，投保免受盗窃、火灾、闪电、水灾以及由此导致的损坏。此外，买方应采取一切必要措施确保供应商的索赔权既不消减也不撤销。

8. LIMITED WARRANTY 有限的保证

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd
上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

8.1 The Supplier solely warrants that, on the date of delivery and for an additional 6 (six) month period as from the date of delivery, the Products shall conform to the Specifications. If and to the extent that Products are in breach with such warranty, as determined in accordance with Section 5, the Supplier may at his own option and within a reasonable time either repair or replace the Products at no charge to the Purchaser. Accordingly, the Supplier's obligation shall be limited solely to repair or replacement of the Products, to the exclusion of any other remedy, service or compensation for the Purchaser.

供应商仅保证，在交货当日和交付日后6（六）个月期限内，产品应符合规格。按照本条件第5条所确定，如果在一定程度上产品违背了此等保证，供应商可以自我选择在合理的时间内为买方免费维修或更换产品。因而，供应商的义务应仅限于对产品的维修或更换，而不为买方提供任何形式的救济措施、服务或赔偿。

8.2 The Supplier's obligation to repair or replace shall be contingent upon the following two cumulative conditions be met:

供应商提供产品维修和更换的义务必须同时满足以下两个的条件：

(i) receipt by the Supplier of a timely notice (registered letter) by the Purchaser of any alleged non-conformance of Products and, if applicable, the return of the Products, in accordance with section 5, especially section 5.5, and

(i) 根据第5条，特别是第5.5条款，供应商应收到买方有关声称的产品不符的及时通知，如果适用，退回产品。

(ii) absence of abnormal or abusive use of the Products, which is an utilization which does not comply with the instructions listed on the user manual or with the product specifications, deterioration or damage of the Products resulting especially from inappropriate storage, collisions, objects falling, fire, vandalism, malicious intent, misuse, damages caused by animals, or accidents resulting from a lack or supervision.

(ii) 产品没有被非正常使用或者滥用，即产品使用不符合用户使用手册或产品规格所列出的指令，不存在缘于储存不当、碰撞、物品坠落、火患、破坏、恶意损坏、误用、动物引起的损害，或受因缺乏监督导致事故，造成产品的恶化或者损失。

8.3 Slight, unavoidable differences in (without limitation) quality, colour, width, handling, weight, equipment or design do not confer any right of the Purchaser to make a claim.

产品在质量、颜色、宽度、处理、重量、设备或设计等方面（不仅限于前述列举）的轻微的、不可避免的差异，不应赋予买方提出索赔的任何权利。

8.4 The foregoing is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Products.

上述保证条款属唯一性条款，应替代所有其他明确的、默认的、法定的、合同性的或以其他方式的保证、陈述、条件或其他条款，包括但不限于任何目的适销性、适用性或适合性的保证，或不能存在侵犯产品任何知识产权的任何索赔的保证。

9. LIMITED LIABILITY 有限的法律责任

9.1 The Supplier's liability for any and all claims arising out of or in connection with the Products and the use thereof shall per occurrence be limited to direct damages of the Purchaser and shall under no circumstances exceed the sales value of the defective relevant Product supplied to the Purchaser.

对于产品及其使用所导致相关的任何和所有索赔，供应商的法律责任仅限于每次发生时买方的直接损失，并且无论在任何情况下，索赔均不得超过提供给买方有缺陷的相关产品的销售价值。

Sontara.

9.2 The Supplier shall under no circumstances be liable to the Purchaser or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profit, delay in delivery, work stoppage, production failure, impairment of other goods or based on any other cause, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

供应商应在任何情况下均不对买方或任何其他人士承担任何特殊的、偶然的、间接的、后续性的或惩罚性的损害或损失、成本或费用的责任，包括但不限于由于信誉损失、销售额或利润损失、延迟交货、停工、生产失败、其他货物损坏的责任，或由于任何其他原因包括违反担保、违反合同、虚假陈述、疏忽等所导致损失的责任。

10. FORCE MAJEURE 不可抗力条款

10.1 Neither Party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other Party caused by any circumstance beyond its reasonable control, including, acts of God, laws and regulations, administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labor disturbances, difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("**Force Majeure**").

因以下超出合理控制范围的情形而造成任何一方履行合同延误、受限、受阻或无法对另一方履行合同的义务，任何一方均不应以任何方式就此承担损失、丢失以及成本和费用的法律责任，此类情形包括：天灾、法律规章、行政措施、任何法院的判决或裁定、地震、洪水、火灾、爆炸、战争、恐怖主义、暴动、破坏活动、事故、流行病、罢工、停工、怠工、劳工动乱、获取原材料或招工困难、缺乏或无法运输、工厂或主要机械瘫痪、紧急维修或维护、水电气供应瘫痪或短缺、供应商或分包商提供的产品延期配送或存在瑕疵（“**不可抗力**”）。

10.2 Upon the occurrence of any event of Force Majeure, the Party suffering thereby shall promptly inform the other Party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Confirmed Order. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than 6 (six) weeks after the agreed delivery date, either Party is entitled to cancel the affected part of the Confirmed Order by fax, email or registered letter without any liability to the other Party.

一旦发生任何不可抗力事件，受此影响的一方应该立即以书面形式通知另一方，详细说明事件原因以及如何影响其履行确认订单的义务。如果出现任何延期，其交付的义务应得以暂缓履行，延迟期限等于因不可抗力而导致的损失的时间。然而，如果不可抗力事件延续或有望延续超过约定交付日期6（六）个星期，则任何一方有权通过挂号信取消确认订单中受影响的部分，而不对另一方承担法律责任。

11. SUSPENSION AND TERMINATION 合同中止和解除

11.1 If the Purchaser is in default of performance of his obligations towards the Supplier and fails to provide to the Supplier adequate assurance of the Purchaser's performance before the date of scheduled delivery; or if the Purchaser becomes insolvent or unable to pay his debts as they mature, or goes into liquidation (other than for the purpose of a reconstruction or merger) or any bankruptcy proceeding shall be instituted by or against the Purchaser or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the Purchaser or if the Purchaser enters into a deed of arrangement or makes any assignment for the benefit of his creditors, then the Supplier may by notice in writing forthwith, without prejudice to any of its other rights:

如果买方不能对供应商的履行其义务并且未能在规定的交货日期前向供应商提供履行义务的充足保证，或者如果买方破产或到期不能偿还债务，或买方进入清算（非重组或合并之目的），或者针对买方的破产程序应由买方自己启动或者他人启动，或者一个针对买方的所有或者核心财产的受托人或接管人或司法管理者已被

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

指定，或者如果买方进入契约安排或为其债权人的利益而作出任何安排，那么供应商可以在不损及其任何其他权利的情况下通过书面确认如下：

(i) demand return and take repossession of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of the Purchaser; and/or

(i) 要求退还并重新获得任何已发送但未得以支付的任何产品的所有权，所有与产品退还相关的费用均由买方承担；并且/或者

(ii) suspend its performance or terminate the Confirmed Order for pending delivery of Products unless the Purchaser makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products to the Supplier.

(ii) 暂停订单履行义务或终止确认订单中待发产品的执行，除非买方提前以现金方式支付产品或向供应商提供充足的产品付款保证。

11.2 In any such event of Section 11.1, all outstanding claims of the Supplier shall become due and payable immediately with respect to the Products delivered to the Purchaser and not repossessed by the Supplier.

若出现第11.1条款项下的任何此种情况，对已交付给买方且未被收回的产品，供应商的所有未到期的权利主张均应立刻到期且应付。

12. INTELLECTUAL PROPERTY 知识产权

12.1 All intellectual property rights arising out of or in connection with the Products shall be the exclusive property of the Supplier.

所有由于产品而产生的或者与产品有关的知识产权均为供应商独家拥有。

12.2 The Supplier has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Products and the Supplier shall not be held liable for any loss or damage in that respect.

供应商尚未验证是否存在由于产品的销售和/或交付而可能侵犯第三方的知识产权，并且，供应商不应对此导致的任何损失或损害承担法律责任。

12.3 The sale of Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, and the Purchaser explicitly assumes all risks of any intellectual property infringement by reason of the use of the Products, whether singly or in combination with other materials or in any processing operation.

产品的销售不得以暗示或其他方式就任何与产品的成分和/或应用有关的任何知识产权转移任何许可，并且买方明确承担任何因使用该产品而导致的任何知识产权侵权风险，无论是独立使用还是与其他材料合并使用，或是将产品用于任何加工作业。

13. MISCELLANEOUS 其他条款

13.1 Independent Contractors: The Supplier and the Purchaser are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.

独立缔约人：供应商和买方均为独立缔约人，由于本合同而建立的关系不应该视为委托人和代理人间的关系。

13.2 Compliance with Laws and Standards: The Purchaser acknowledges that the use of the Products may be subject to requirements or limitations under any law, statute ordinance, regulation, code or standard ("**Laws and Standards**"). The Purchaser shall be exclusively responsible for (i) ensuring compliance with all Laws

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd

上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103

Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China

Tel. +86 21 6197 6235

www.jacob-holm.com

and Standards associated with his intended use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such use.

法律和标准合规：买方确认产品的使用可能会受制于任何法律、成文法、法规、法典、或标准（“**法律和标准**”）的要求或限制。买方应独自负责（i）确保产品的预期使用遵守相关的所有法律和标准；（ii）获取产品用途所需的所有必要的批准、许可和批准。

- 13.3 Non-Assignment: Neither Party may assign any of the rights or obligations under the Confirmed Order without the prior written consent of the other Party, except that either Party may assign such rights and obligations to any of its affiliates or to a third party acquiring all or a substantial part of its assets or business relating to the Products.

不得转让：未经另一方事先书面同意，任何一方不得转让确认订单项下的任何权利或义务，除非双方向其子公司转让此权利和义务或者向获取了与产品相关的所有或大部分资产或业务的第三方。

- 13.4 Severability: If any provision of the Conditions is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of the Parties to the fullest extent possible. In any event, all other provisions of the Conditions shall remain valid and enforceable to the fullest extent possible.

可分割性：如果本条件中的任何规定因任何原因而被认为无法执行，如有可能，则应修改该规定而不应该使之作废，在最大可能的范围内实现双方的法律和经济意图。无论在任何情况下，本条件中所有其他规定应在最大范围内保持有效和可执行。

- 13.5 Heading: The headings contained in the Conditions are included for mere convenience of reference and shall not affect the latter's construction or interpretation.

标题：本条件中所含的标题仅为方便参考之目的，且不应该影响条件的解释。

- 13.6 Waiver: Failure by the Supplier to enforce at any time any provision of the Conditions shall not be construed as a waiver of the Supplier's right to act or to enforce any such term or condition and the Supplier's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by the Supplier of any breach of the Purchaser's obligations shall constitute a waiver of any other prior or subsequent breach.

放弃：供应商在任何时候未能执行本条件中的任何规定不得视为供应商放弃了执行任何此等条款或条件的权利，供应商的权利不因任何延迟执行、未执行或者疏于执行任何此类规定而受到影响。供应商对买方任何一个违约行为的放弃均不构成对买方其他先前或随后违约行为的放弃。

14. APPLICABLE LAW AND ARBITRATION 适用法律和仲裁

- 14.1 The Confirmed Order and the Conditions shall be governed by and construed in accordance with the substantive laws of the People's Republic of China, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

在不考虑法律冲突的条件下，确认订单以及本条件应接受中华人民共和国的实体法律的管辖并按其解释。1980年4月11日的《联合国国际货物销售合同公约》（CISG）应不予适用。

- 14.2 All disputes in connection with this contract or the execution thereof shall first be settled through friendly negotiations. If no settlement can be reached, the dispute shall be submitted for arbitration. Any dispute which is referred to formal arbitration shall be finally settled by arbitration in Shanghai, under the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) in accordance with its arbitration rules/procedures.

Sontara.

所有与本合同或本合同的履行有关的一切争端均应首先通过友好协商解决。如果协商未能达成和解，则争端应提交仲裁。任何诉诸正式仲裁的争端应由上海国际经济贸易仲裁委员会（上海国际仲裁中心）按其仲裁规则和程序在上海仲裁解决。

15. LANGUAGE 文本

The original version of the Conditions is made in the English and Chinese language. In the event of any inconsistency or contradiction between the English and the Chinese version, the Chinese version shall prevail.

本条件的原始版本使用英文和中文二种文字。若英文版本与中文版本之间出现不一致或相互矛盾，则应该以中文版本为准。

Version: 1st October 2015 版本：2015年10月1日

Sontara.

胜特龙无纺布(上海)有限公司 | Sontara Nonwovens (Shanghai) Co., Ltd
上海市长宁区虹桥路1438号古北国际财富中心5楼17室, 201103
Room 17, 5F, Gubei International Fortune Center, 1438 Hongqiao Road, Changning | 201103 Shanghai | China
Tel. +86 21 6197 6235
www.jacob-holm.com