



GENERAL TERMS AND CONDITIONS  
FOR THE SALE AND PURCHASE OF PETROLEUM PRODUCTS

石油产品销售通用条款和条件

These general terms and conditions of sale (the **GTCs**) shall apply to and form part of all agreements entered between the Seller as defined in the Congo Petrol SARL (the **Seller**) with any buyer (the **Buyer**) with respect to the sale of Products as defined hereunder.

By signing the Agreement or by placing an Order (as defined hereunder) with the Seller, the Buyer is deemed to have accepted without reservations these GTCs. Unless otherwise agreed in advance by the Seller, these GTCs apply to the exclusion of any other terms and conditions set out in the Buyer's Order, its general terms and conditions of purchase, or more generally, in the Buyer's commercial documents, regardless of the date of such terms and conditions or documents.

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1. Definitions

**"Affiliate"** means any person directly or indirectly controlling, controlled by or under common control with a Party and the word "Affiliates" shall be construed accordingly.

**"Agreement"** means any fuel supply agreement entered between the Seller and the Buyer for the supply of Products, whose terms are incorporated in these GTCs by reference.

**"Business Day"** means any day which is not a Saturday, Sunday or recognized/gazetted public in the Democratic Republic of Congo and on which banks are generally open for the conduct of banking business.

**"Collection Terminal"** means the terminal nominated by the Seller from time to time, where the Buyer will collect the Products.

**"Confidential Information"** means these GTCs, the Agreement, all information, documentation, data and know-how, in whatever form, disclosed by a Party to the other, irrespective of whether or not such information is designated as confidential, including intellectual property.

**"Default Rate"** means the rate of two percentage (2%) per month.

**"Delivery Point"** means each of the Buyer's storage depots as notified to the Seller in writing from time to time.

**"Force Majeure Event"** has the meaning ascribed under Clause 10.

**"Insolvency Event"** means the occurrence of any of the following events in respect of a Party ("Affected Party"), unless such event is capable of being set aside and the requisite proceedings to have it set aside are filed with the appropriate court within sixty (60) days: there is entered against the Affected Party a decree or order by a court adjudging the Affected Party bankrupt or insolvent; or approving, as properly filed by or on behalf of the Affected Party, a petition seeking reorganization, arrangement, or reconstruction; or appointing an administrator, a receiver, liquidator, trustee, sequestrator (or other similar official) of the Affected Party over a substantial part of its property or assets, or ordering the winding up or liquidation of its affairs; or the institution by the Affected Party of proceedings to be adjudicated bankrupt or insolvent; or the consent by it to the institution of bankruptcy or insolvency proceedings against it; or the filing by it of a petition or consent seeking

本通用条款和条件 (GTCs) 构成 Congo Petrol SARL (卖方) 与任何买方 (买方) 签订的产品销售合同的一部分。

除非卖方事先同意其他规定, 买方签署协议或向卖方下订单 (根据以下定义) 即视为完全接受 GTCs 条款。GTCs 条款排除适用任何时候买方签订的订单、采购合同或其他商业文件中的任何条款。

## 1. 定义

### 1.1. 定义

**"关联公司"** 指的是由直接或间接控制或受控或与合同一方共同控制的主体。

**"协议"** 是指卖方和买方就产品供应签订的任何燃料供应协议, 其条款并入 GTCs 条款。

**"工作日"** 是指在刚果民主共和国除星期六、星期日或法定节假日以外, 银行正常开展业务日。

**"提货地"** 是指卖方不时指定的买方提货地。

**"保密信息"** 指无论此类信息是否被指定为机密信息, 一方以任何形式向另一方披露的 GTCs 条款, 协议、所有信息、文件、数据和专有技术, 知识产权。

**"违约利率"** 是指每月 2% 的利息。

**"交货地"** 是指不时以书面形式通知卖方的买方仓库。

**"不可抗力"** 含义见以下第 10 条。

**"破产事件"** 系指一方 ("受影响方") 发生的以下任何一事件, 除非其能在六十 (60) 天内向相关法院提交撤销申请并且能够撤销该事件: 法院对受影响方颁布的破产或资不抵债的判决或命令; 或批准受影响方代表提交的破产重组申请; 或为受影响方指定财产或资产管理人、接管人、清算人、受托人、查封人 (或其他类似人员); 或判定受影响方清算; 或裁定受影响方破产或资不抵债; 或同意对其提起破产或破产程序; 或受影响方依据相关法律提出申请或同意, 寻求债权人救济以减免债务; 或同意提起任类似申请, 或任命受影响方的财产管理人、接管人、清算人、受托人、查封人 (或其他类似人员); 或受影响方书面承认其无力偿还其到期债务; 或根据任何相关法律发生的与上述任何事件类似的任何其他事件。

**"政府"** 是指刚果民主共和国的政府。

**"政府机关"** 指任何政府、立法机关 (国家、州或县)、任何法院、法庭、任何政府部门 (部门或分部门)、任何机关或部门 (包括州/县政府和任何地区机关以及任何具有行政管理职权的部门或其他政府部门)、附属机构、任何机关或部门以及任何政府持有或任何机关或部门以及任何政府持有或控制的有权管理或颁布涉及协议管理、交易有关法规的任何机构和实体。

relief from its creditors generally under any applicable law; or the consent by it to the filing of any such petition or for the appointment of an administrator, a receiver, liquidator, trustee, sequestrator (or other similar official) of the Affected Party or any substantial part of its property; or the admission by it in writing of its inability to pay its debts generally as they become due; or any other event shall have occurred which under any applicable law would have an effect analogous to any of the events referred to above.

**"Government"** means the Government of Democratic Republic of Congo.

**"Governmental Authority"** means any government, legislative organ (either national, state or county), any court, tribunal, any ministry (department or division thereof), any authority or division thereof (including state / county governments and any regional authorities and any implementing executive or other branches of government), parastatals, any authority or division thereof and any agency, entity or other body owned or controlled by any government and having statutory competence to regulate or promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained in the Agreement.

**"Legal Requirement"** means any statute, law, regulation, treaty, policy or other legislation, or any decree, order or written directive of any Governmental Authority, in each case, having jurisdiction in respect of either Party or the Agreement.

**"Party"** means a party to the Agreement and the word **"Parties"** shall be construed accordingly.

**"Payment Due Date"** means the date stated in the Agreement for the settlement of any invoice issued under the Agreement.

**"Payment Undertaking"** means a bank guarantee, standby letter of credit or documentary letter of credit issued by the Buyer's financier to the Seller and for such sum and on terms prescribed by the Seller to guarantee the Buyer's performance of its payment obligations under the Agreement.

**"PFI"** means proforma invoice.

**"PO"** means purchase order issued by the Buyer to the Seller in writing notifying the Seller of the Buyer's fuel requirements.

**"Petroleum Product or Product"** means Automotive Gas Oil (Diesel), Premium Motor Spirit (PMS/ Petrol), Heavy Fuel Oil (HFO) and/or any other petroleum products to be sold and bought under the Agreement and the word **"Products"** shall be construed accordingly.

**"Prudent Operating Practice"** means in relation to either Party, standards of practice obtained by exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.

**"Specifications"** means the Product specifications as set out in the Agreement.

**"Taxes"** means all forms of taxation, duties, imposts, levies and rates, whenever imposed and applicable.

**"法律要求"**系指任何法规、法律、规则、条约、政策或其他立法，或政府当局的任何法令、命令或书面指示，对合同各方或协议具有法律约束力。

**"一方"**系指协议的一方，**"双方"**指的协议双方。

**"付款到期日"**系指协议中规定的任何发票的付款日期。

**"付款承诺"**系指买方银行按照卖方规定的金额和条款的向卖方发出的银行保函、备用信用证或跟单信用证，以保证买方履行协议的付款义务。

**"PFI"**指形式发票

**"PO"**是指买方向卖方发出的表明其燃料购买需求的书面采购订单。

**"石油产品或产品"**指根据协议销售和购买的汽车柴油（柴油）、优质汽油（PMS/汽油）、重燃油（HFO）和/或任何其他石油产品。“产品”具有相同解释。

**"谨慎操作规范"**是指相同或类似的情况下，任何一方从事相同类型操作的技术娴熟和经验丰富的人员通过一定程度的技能、勤勉、谨慎和预见性而获得的操作标准。

**"规格"**系指协议中规定的产品规格。

**"税"**指任何形式征收的税收、关税和税率。

**"术语"**具有协议规定的含义。

**"VAT"**是指增值税。

"Term" has the meaning ascribed in the Agreement.

"VAT" means Value Added Tax.

## 1.2. Interpretation

In these GTCs, unless the context otherwise requires:

- a) references to any Party or any other person shall be construed so as to include its or their successors in title, permitted assigns and permitted transferees.
- b) headings are inserted for convenience only and shall not affect the construction of the GTCs.
- c) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- d) words in the singular shall include the plural and vice versa.
- e) reference to a clause or paragraph or schedule is to a clause or paragraph of or a schedule to of these GTCs.
- f) A reference to a document or instrument includes the document or instrument as novated, amended, supplemented or replaced from time to time.
- g) the words "include" or "including" are to be construed without limitation.
- h) reference to persons includes bodies corporate, unincorporated associations and partnerships (whether or not any of them has a separate legal personality).
- i) reference to "days" shall be construed as calendar days unless qualified by the word "Business".
- j) unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.
- k) where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- l) no provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- m) save as provided to the contrary in these GTCs, where an obligation is required to be performed by a specified time and is not so performed, such obligation shall continue until performed notwithstanding that the time specified for its performance has elapsed.
- n) in the event of a conflict arising between these GTCs and the Agreement, the provisions of the Agreement shall take prevail.

## 1.2. 解释

在 GTCs 条款中，除非另有规定：

- a) 涉及任何一方或任何其他应解释为包括承受人、继承人和受让人。
- b) 标题仅为行文方便考虑，不影响 GTCs 条款结构。
- c) 对任何法规或法条的引用包括引用其修订、延长或重新颁布的版本。
- d) 单数形式的词语应包括复数含义，反之亦然。
- e) 引用条款、段落或附表指的是引用 GTCs 条款、段落或附表。
- f) 文件或文书的引用包括引用其更新、修订、补充或重新制订的版本。
- g) 对“包括”或“包含”一词的解释不受限制。
- h) 个人包括法人团体、非法人协会和合伙企业（无论是否具有独立的法人资格）。
- i) “日”应解释为日历日，除非有“工作”一词的限制。
- j) 除非另有约定，规定的天数不包括第一天，但包括最后一天，如最后一天为非工作日，则指的是下一个工作日。
- k) 如文字和数字两者之间有冲突的，以文字为准，除非上下文表明相反意图。
- l) 任何条款均不得因一方制定、起草或引入该条款作出不利于该方的解释。
- m) 除非本 GTCs 中有相反规定，如一方未在规定期限内履行义务，即使已过履行期，一方仍应履行该义务。
- n) 如果 GTCs 与协议之间发生冲突，则以协议的规定为准。

## 2. SALE AND PURCHASE

- 2.1. The Seller shall sell, and the Buyer shall buy the Products in accordance with the terms of the Agreement.
- 2.2. The Seller shall comply with all applicable Legal Requirements in force from time to time relating to the supply, delivery and storage of the Products.

## 3. NOMINATIONS

### 3.1. Nominations by the Buyer

- a) The Buyer shall notify the Seller of its fuel requirements by issuing a PO which shall identify the type of Product and quantity in litres and/or cubic metres.
- b) The Buyer shall use its reasonable efforts to give the Seller prompt notice of any interruption to its requirements for the Products under these GTCs.

### 3.2. Collection of Products

- a) Save for where Product is to be delivered to the Buyer by the Seller, the Buyer shall collect, from the Collection Terminal, the Products nominated in each PO:
  - (i) within the timelines set out in the PO; or
  - (ii) in the absence of the same being set out in the PO, within the timeframe set out in the Seller's PFI.

### 3.3. Delivery of Products

- a) Whenever notified by the Buyer, the Seller shall deliver the Products to the Delivery Point in accordance with this Clause.
- b) The Buyer shall provide to the Seller all reasonable assistance (including providing all information and granting access to the Buyer's premises) so as to ensure the safe delivery of Products to the Delivery Point.
- c) The Buyer shall, as soon as reasonably practicable after it becomes aware of the same, inform the Seller of any circumstances which affect, or will affect, its ability to receive or collect the Products in accordance with the Agreement.

## 4. SELLER'S RIGHT TO INTERRUPT SUPPLY OF PRODUCTS

- 4.1. Without prejudice to its other rights under these GTCs or the Agreement, the Seller shall be entitled to interrupt the supply of Products to the Buyer where:
  - a) any payments under the Agreement are due and owing to the Seller by the Buyer;
  - b) the Buyer fails to provide a Payment Undertaking as required under the Agreement (as applicable);

## 2. 购销

- 2.1 买卖双方应当依据协议购销产品。
- 2.2 卖方应遵守与产品的供应、交付和储存相关的法律要求。

## 3. 订单

### 3.1 买方订单

- a) 买方应向卖方签发采购订单通知其燃料需求，确定产品类型和数量（升和/或立方米为单位）。
- b) 如买方中断购买 GTCs 下产品，应合理及时通知卖方。

### 3.2 提货

- a) 除卖方将产品送达交付给买方外，买方应自行到提货点提取订单货物。
  - (i) 在采购订单规定的时间内；或
  - (ii) 如采购订单中没有规定时间，则在卖方 PFI 规定的时间内。

### 3.3 产品交付

- a) 收到买方通知后，卖方应按照本条款将产品交付到交货点。
- b) 买方应向卖方提供一切合理协助（包括提供所有信息和允许其进入买方的办公场所），确保产品安全交付到交货点。
- c) 买方在获悉其存在或将存在影响产品接收的任何事由时，应在合理范围内尽快通知卖方。

## 4. 卖方中断产品供应的权利

- 4.1 卖方有权在以下情况下中断买方产品供应且不影响其在 GTCs 条款或协议下的其他权利：
  - a) 买方未支付到期货款；
  - b) 买方未能按照协议要求提供付款承诺（如适用）；
  - c) 买方未能满足协议要求的付款承诺的条件；或

- c) the Buyer fails to satisfy the conditions of any Payment Undertaking issued under the Agreement; or
- d) the Buyer breaches any provisions of the Agreement.
- 5. QUANTITY OF PRODUCTS**
- 5.1. The Seller shall measure the volume of Products delivered in accordance with the Government's approved weights and measures in force from time to time and the Parties shall accept such measurements as conclusive of the volumes, and/or quantities supplied.
- 5.2. The Buyer shall be entitled to attend and witness the measuring of the Products delivered, provided that, if the Buyer does not attend and witness such measurement, it shall be deemed to have attended and witnessed the same and shall not be entitled to raise any objection to its results.
- 6. QUALITY OF PRODUCTS**
- 6.1. Subject to Clause 6.2 and applicable Legal Requirements, the Seller warrants that the Product supplied under the Agreement shall conform to the Specifications.
- 6.2. To the extent permitted by law, all other warranties relating to quality of the Products and/ or fitness for purpose, whether express or implied, are hereby excluded from the Agreement.
- 7. TITLE AND RISK**
- 7.1. The Seller warrants that it shall have title to all Products supplied under the Agreement immediately prior to passing title in the same to the Buyer and shall otherwise supply the Products to the Buyer free and clear of all liens, encumbrances and claims whatsoever.
- 7.2. Title in the Products supplied under the Agreement shall pass from the Seller to the Buyer upon receipt of the Buyer's payment in full and cleared funds, to the Seller's bank account.
- 7.3. Risk in the Products supplied under the Agreement shall pass from the Seller to the Buyer once the Products are metered at the Delivery Point or at the Collection Terminal.
- 8. PRICE AND INVOICING**
- 8.1. The price of the Products supplied under the Agreement shall be as set out in the Agreement.
- 8.2. The Seller shall issue the Buyer with an invoice for every consignment of Products supplied under the Agreement. Unless otherwise agreed, invoices shall be submitted through any of the means specified in Clause 19 (Notices).
- 8.3. Every invoice shall be accompanied by supporting calculations and/or documents of the amounts claimed, which shall be based on the measurements taken in accordance with Clause 5 (Quantity of Products).
- 9. PAYMENT**
- 9.1. The Buyer shall make all payments by electronic funds transfer to the account of the Seller at such bank as may be notified by the Seller to the Buyer from time to
- d) 买方违反协议其他条款。
- 5. 产品数量**
- 5.1 双方同意卖方按照政府批准的重量和计量标准测量产品的供货量。
- 5.2 买方有权出席并见证产品测量，但如果买方没有出席，则视为已出席和见证了测量，无权对测量结果提出任何异议。
- 6. 产品质量**
- 6.1 6.2 根据第 6.2 条和相关法律要求，卖方保证根据协议提供的产品符合法律规格。
- 6.2 法律允许范围内，所有与产品质量和/或适应性相关的其他保证，无论明示或暗示，特此排除在协议之外。
- 7. 所有权和风险**
- 7.1 卖方承诺在向买方转移产品所有权之前，拥有全部产品的完全所有权，否则应向买方提供无留置权、产权负担和无争议的产品。
- 7.2 卖方银行帐户收到买方全额付款后，产品所有权即从卖方转移给买方。
- 7.3 产品风险从在交付点或提货点测量产品时起即从卖方转移给买方。
- 8. 价格与发票**
- 8.1 产品的价格由协议规定。
- 8.2 卖方应就每批产品向买方开具发票。除非另有约定，卖方应依据第 19 条（通知）约定方式向买方发送发票。
- 8.3 每张发票应附有根据第 5 条（产品数量）测量得出的金额计算和/或支持文件。
- 9. 付款**
- 9.1 买方通过电子转帐方式向卖方指定银行账户转汇入协议约定的可自由兑换货币以支付货款。

time and in the freely transferable currency as specified in the Agreement.

- 9.2. Any amount which is not paid by the Payment Due Date will attract default interest at the Default Rate from and including the date when the amount in question was due until but excluding the date when it is received by the Seller in full and in cleared funds, accruing on a day-to-day basis and compounded quarterly. Interest shall continue to accrue under this Clause until payment in full, notwithstanding the termination or lapse of the Agreement. The amount of interest payable to the Seller shall be grossed up for withholding tax, if any, such that the net amount received by the Seller after the deduction of any such withholding tax shall be equal to the full amount of interest due.
- 9.3. The Buyer hereby consents that in the event of default in payment as required, the Seller may list or report the Buyer and/or its directors/owners with credit rating agencies operating within the jurisdictions the Buyer operates in, the Buyer's directors are resident in/citizens of and/or any such other jurisdiction as the Seller may in its sole discretion deem necessary.
- 9.4. The Buyer will pay all Taxes applicable to it in accordance with all Legal Requirements and amounts payable under the Agreement be deemed to be exclusive of all such Taxes, including VAT.
- 9.5. The Seller shall be entitled to offset any amount which remains unpaid after the Payment Due Date from the proceeds due to the Buyer under any trade/ agreement.

## 10. FORCE MAJEURE

- 10.1. Save for the obligation to make payment when due, neither Party shall be liable for failure to perform its obligations under the Agreement if such failure is a result of an event of Force Majeure.
- 10.2. For the purpose of the Agreement, a "Force Majeure Event" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and observing prudent operating practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under the Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under the Agreement and to mitigate the consequences thereof.
- 10.3. Subject to the provisions of Clause 10.2, Force Majeure Events shall include:
- an act of God including lightning, fire, earthquake, volcanic activity, floods and storms, typhoons, cyclones, tornadoes, subsidence, mud flow or other earth or water movements;
  - epidemics, pandemics or plagues;
  - explosions or chemical contamination (other than resulting from an act of war);
  - strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers

- 9.2. 任何到期未支付的货款将按违约率产生违约利息，利息计算从相关货款到期之日（含当日）起直至但不包括卖方全额收款之日止，按日累积，按季度复利。即使协议终止或失效，利息仍应根据本条款继续累积直至全额付款。应付利息金额应加计预扣税（如果有），扣除任何此类预提税后卖方实际收款净额应当等于应付利息的全额。
- 9.3. 买方特此确认如果拖欠货款，卖方可向买方所在的管辖区、买方董事居住地/国籍国和/或其他任何卖方认为相关的区域内的信用评级机构报告买方和/或其董事/股东。
- 9.4. 买方将依法支付所有税款，应付货款不包括任何税款，包括增值税。
- 9.5. 卖方有权从与买方的任何其他贸易/合同下应付给买方的款项中抵消在协议付款到期日后未支付的货款。

## 10. 不可抗力

- 10.1. 除到期付款义务外，任何一方均不对因不可抗力事件导致未能履约承担责任。
- 10.2. 协议下“不可抗力事件”是指受影响方无法合理控制的事由，但仅限于 (i) 尽管已尽合理审慎及谨慎规范操作义务，受影响方仍不能阻止、避免或消除该事由发生，以及 (ii) 该事由对受影响履约能力产生重大不利影响，并且该方已采取所有合理的预防措施、应有的谨慎和合理的替代措施，以避免该事由影响该方履约能力并尽力减轻后果。
- 10.3. 10.2 根据第 10.2 条规定，不可抗力事件应包括：
- 自然灾害，包括闪电、火灾、地震、火山、洪水和风暴、台风、旋风、龙卷风、地表或建筑物下沉、泥石流或其他地质或水流运动；
  - 流行病、大流行病或瘟疫；
  - 爆炸或化学污染（由战争行为造成的除外）；
  - 罢工、停工、劳动争议以及与劳动合同相关的工人运动，此类工人运动针对或直应回应某些就业政策或做法（关于工资或其他方面）；
  - 关闭或妨碍任何港口、码头、交通线路（包括任何公路桥梁）或其他实质干扰（包括由于政

related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Party whose workers resort to such action;

- e) closing or obstruction of any harbor, dock, port, access route (including any road bridges) or other material interference (including due to any action or inaction of any Governmental Authority) in respect of any transport or shipping to or from, or within, any such place;
- f) air crash, shipwreck, train wreck or major failure or stoppage of transportation, objects falling from aircraft or other aerial devices, sonic boom, explosions or chemical contamination;
- g) any act of terrorism or piracy; or
- h) expropriation or compulsory acquisition of all or part of the assets of the Seller or the Buyer, provided that breakdown of any plant, equipment or vehicles (unless due to a Force Majeure Event) or unavailability of funds shall not constitute a Force Majeure Event.

10.4. If a Party wishes to claim protection in respect of a Force Majeure Event, it shall as soon as possible be following the occurrence or date of commencement of such Force Majeure Event, notify the other Party of the nature and expected duration of such Force Majeure Event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

10.5. Parties shall use their reasonable endeavours to:

- a) overcome the effects of the Force Majeure Event as soon as practicable;
- b) mitigate the effect of any delay occasioned by any Force Majeure Event; and
- c) to ensure resumption of normal performance of the Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable,

provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labour dispute or such other industrial action by its employees.

10.6. A Party may terminate the Agreement in case an event of Force Majeure continues for a consecutive period of sixty (60) days.

## 11. LIABILITY AND INDEMNITY

11.1. The Buyer shall be responsible for any third party claim for any injury to or loss or damage to property of any person (including legal fees) arising out of the transfer, storage or use of the Products at the Delivery Point.

11.2. The Buyer shall also be responsible for all actions, claims, demands, proceedings, costs and damages including without limitation, legal and debt recovery costs, currency fluctuation/devaluation arising from

府的任何作为或不作为而产生的干扰), 从而导致该区域内运输或航运往返受限;

- f) 空难、海难、火车失事或重大交通故障或停运、飞机或其他空中装置上物体坠落、音爆、爆炸或化学污染;
- g) 任何恐怖主义或海盗行为; 或
- h) 征用或强制征购卖方或买方的全部或部分资产, 但任何工厂、设备或车辆的故障(除非是由于不可抗力造成的)或资金短缺不构成不可抗力。

10.4 一方以不可抗力要求免责, 其应在不可抗力事件发生或开始日期之后, 尽快通知另一方不可抗力事件的性质和预期持续时间, 并应继续通知另一方, 直到其能够履行其义务。

10.5 双方应尽力:

- d) 尽快克服不可抗力的影响;
- e) 减轻因任何不可抗力导致的任何延误; 和
- f) 在合理可行的情况下尽快恢复并在最大可行范围内履约, 但任何一方均没有义务解决其员工的任何罢工、停工、劳动争议或其他劳工诉讼。

10.6 不可抗力事件持续六十(60)天, 一方可终止协议。

## 11. 责任和赔偿

11.1 买方应承担因在交货点转移、储存或使用产品导致的任何第三方人身伤害、财产损失(包括法律费用)的赔偿责任。

11.2 买方还应承担因未支付货款产生的诉讼、索赔、要求、法律程序费用的赔偿责任(包括但不限于法律和追索债务的费用)以及货币波动/贬值的损失赔偿责任。



non-payment by the Buyer of any payments to the Seller.

- 11.3. The Buyer shall fully indemnify and hold the Seller, its Affiliates, officers, employees, contractors and agents harmless in respect of claims, arising from a breach of this Clause.

## 12. CONFIDENTIALITY

- 12.1. Save as required by any Legal Requirement, no Confidential Information shall be made to the public, the press or otherwise unless in a form agreed by the Parties.
- 12.2. Each Party shall keep confidential all Confidential Information and matters relating to the same and shall use all reasonable endeavours to prevent its officers, employees and agents from making any disclosure to any person of any Confidential Information.
- 12.3. Clause 12.2 shall not apply to any information which is:
- a) publicly available or becomes publicly available otherwise than as a result of a breach of this Clause.;
  - b) disclosed to that Party by a third party which did not acquire the information under an obligation of confidentiality; or
  - c) required to be disclosed by any Legal Requirement.
- 12.4. Nothing in the Agreement shall affect any rights a Party may have over the Confidential Information.
- 12.5. The restrictions contained in this Clause 12 (Confidentiality) shall continue to apply after termination of the Agreement without limit in time.

## 13. COMPLIANCE WITH ANTI CORRUPTION AND RELATED LAWS

- 13.1. The Seller declares and affirms that it has not paid nor has it undertaken to pay any commission, bribe, pay-off or kick-back and that it has not in any other way or manner paid any sums, in any currency, and whether in its country of incorporation or abroad, or in any other manner given or offered to give any gifts and presents in its country of incorporation or abroad, to any person and generally has not made any payment or accepted any gift or in any way whatsoever acted in breach of any obligation, prohibition or requirement of any Anti-Corruption and Anti Bribery laws applicable to it, to procure the Agreement, and the Seller undertakes not to engage in any such or similar acts during the Term of, and relative to the Agreement.
- 13.2. The Buyer declares and affirms that it has not paid nor has it undertaken to pay any commission, bribe, pay-off or kick-back and that it has not in any other way or manner paid any sums, in any currency, and whether in its country of incorporation or abroad, or in any other manner given or offered to give any gifts and presents in its country of incorporation or abroad, to any person and generally has not made any payment or accepted any gift or in any way whatsoever acted in breach of any obligation, prohibition or requirement of any Anti-Corruption and Anti Bribery laws applicable to it, to procure the Agreement, and the Buyer undertakes not to engage in any such or similar acts during the Term of, and relative to the Agreement.

- 11.3 买方应当承担其因违反本条而导致的卖方、其关联公司、管理人员、雇员、承包商和代理人损失的赔偿责任。

## 12. 保密义务

- 12.1 除法律要求外，除非双方同意，否则不得向公众、媒体或其他方提供保密信息。
- 12.2 各方不得披露保密信息以及有关事项，并应尽一切合理谨慎义务防止其管理人员、雇员和代理人向任何第三方披露保密信息。
- 12.3 第 12.2 条不适用于以下任何信息：
- a) 非因违反本条款而公开或将要公开的信息；
  - b) 由不承担保密义务第三方披露给该方的信息；或
  - c) 依法需要披露的信息。
- 12.4 协议中的任何条款均不影响一方对保密信息享有的任何权利。
- 12.5 第 12 条（保密规定）中的限制条款在协议终止后继续有效。

## 13. 遵守反腐败相关法律

- 13.1 卖方声明并确认没有向任何人做出以下行为以获取协议，并承诺在协议有效期内不得从事此类或类似行为：支付或承诺支付任何佣金、贿赂、回扣；以任何方式在公司所在地或国外以任何币种提供任何款项；或以任何其他方式在公司所在地或国外提供礼物；支付或接受任何礼物或以任何方式违反反腐败和反贿赂法。
- 13.2 买方声明并确认没有向任何人做出以下行为以获取协议，并承诺在协议有效期内不得从事此类或类似行为：支付或承诺支付任何佣金、贿赂、回扣；以任何方式在公司所在地或国外以任何币种支付任何款项；或以任何其他方式在公司所在地或国外提供任何礼物；支付或接受任何礼物或以任何方式违反反腐败和反贿赂法。

## 14. 童工

#### 14. CHILD LABOUR

- 14.1. The Buyer undertakes that it will not make use of child labour (as may be defined in any Legal Requirement) and will take all appropriate measures to ensure that no child labour occurs in the performance of its obligations under the Agreement or in any other manner in the conduct of its business.
- 买方承诺不使用童工（童工依据法律要求定义），并将采取一切适当的措施以确保没有录用童工履约或以其他任何方式开展公司业务。

#### 15. DEFAULT AND TERMINATION

- 15.1. The Agreement may be terminated upon the occurrence of any of the following:
- a Party breaches the Agreement which breach has been notified to the other Party and not remedied within thirty (30) days of notification;
  - an Insolvency Event occurs in respect of a Party;
  - the Buyer ceasing to hold any applicable licence, permit or consent, necessary to enable it carry on its business in its country of incorporation or operations; and
  - either Party gives the other at least thirty (30) days written notice of termination.
- 15.2. The rights under Clause 15.1 are without prejudice to any other rights a Party may have at law to terminate the Agreement.

#### 16. CONSEQUENCES OF TERMINATION

- 16.1. Upon the termination of the Agreement, howsoever occurring, the Buyer shall pay to the Seller all amounts due and payable under the terms of the Agreement.
- 16.2. Subject as provided in this Clause 16 (Consequences of Termination), and except in respect of accrued rights, neither Party shall be under any further obligations to the other.

#### 17. HEALTH, SAFETY AND ENVIRONMENT

- 17.1. The Buyer shall provide its employees, agents, contractors, Buyers and other persons involved in the collection of the Products with a copy of a current Material Safety Data Sheet ("MSDS") and all information relating to health, safety and environmental protection.
- 17.2. The Buyer shall provide its employees with appropriate information and training to enable them to handle and use the Products in a manner which does not endanger their health or safety.
- 17.3. The Buyer shall be responsible for:
- the safety of its employees, agents, sub-contractors and any other person involved in collecting the Products from the Seller;
  - ensuring compliance with all relevant Legal Requirements in any relevant jurisdiction, whether international or local; and
  - any consequence of the use of a material safety data sheet or information which differs from the MSDS or the other information provided by the Seller.

- 14.1 买方承诺不使用童工（童工依据法律要求定义），并将采取一切适当的措施以确保没有录用童工履约或以其他任何方式开展公司业务。

#### 15. 违约和解约

- 15.1 发生下列任何情况时，可解除协议：
- 一方违反协议且已通知另一方，并未在通知后三十（30）天内采取任何补救措施；
  - 一方破产；
  - 买方持有的公司所在地或营业国开展业务所需的许可证或执照被中止或吊销；和
  - 任何一方必须至少提前三十（30）天向另一方发出书面解约通知。

- 15.2 第 15.1 条规定不影响一方法定解除权。

#### 16. 解约后果

- 16.1 买方在协议解除后仍应向卖方支付所有到期应付货款。
- 16.2 根据第 16 条（解约后果）的规定，除既有权利外任何一方均不得要求另一方继续履行协议。

#### 17. 健康、安全和环境

- 17.1 买方应向其员工、代理、承包商和其提货人员提供一份最新的材料安全数据表（“MSDS”）复印件以及所有健康、安全和环境保护信息。
- 17.2 买方应对员工进行岗前培训和提供相关信息，确保员工以不危及自身健康或安全的方式处理和使用产品。
- 17.3 买方应承担以下责任：
- 员工、代理人、分包商和参与去卖方所在地提货的人员安全；
  - 遵守相关所在地的任何国际或当地法律；和
  - 使用与卖方提供的 MSDS 或信息不同的材料安全数据表或信息所造成的任何后果。

## 18. INDEPENDENT CONTRACTOR

- 18.1. The relationship between the Parties is that of independent contractors and nothing in the Agreement shall be construed as creating a principal-agent relationship, partnership or any other relationship between the Parties other than that of independent contractors.

## 19. NOTICES

- 19.1. Any notice or other communication to be given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by (i) hand; (ii) by pre-paid first-class post or courier; or (iii) email, served at that Party's address that is stated in the Agreement.
- 19.2. Any notice or communication shall be deemed to have been received:
- if delivered by hand, upon delivery;
  - if sent by pre-paid first-class post or courier, at 9AM on the fifth Business Day after posting;
  - if sent by email, at the time of transmission if before 5PM on a Business Day or otherwise on the next Business Day.
- 19.3. A Party shall notify the other of a change to its address for purposes of this Clause 19 (Notices) provided that such notification shall only be effective on the date falling five (5) Business Days after notice of any such change has been given.
- 19.4. Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this Clause 19 (Notices).

## 20. ASSIGNMENT

- 20.1. These Terms and Conditions shall benefit and be binding on the Parties, their respective successors and any permitted assignee or transferee of all or some of a Party's rights and obligations under the Agreement.
- 20.2. The Buyer shall not assign or transfer all or any of its rights and obligations under the Agreement to any party without the written consent of the Seller.

## 21. VARIATION

- 21.1. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.

## 22. SURVIVAL

- 22.1. The expiry or termination of the Agreement shall not affect such of its provisions which are expressly provided to operate after any such expiration or termination, or which of necessity shall continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

## 23. INVALIDITY

## 18. 独立承包商

- 18.1 协议双方为独立合同主体，任何条款均不得将双方关系解释为委托代理关系、合伙关系或除独立合同主体以外的任何其他关系。

## 19. 通知

- 19.1 任何与协议相关的通知应以书面形式并以指定方式送达给协议规定的对方地址：(i) 亲自递交；(ii) 预付费型一等邮件或快递；或 (iii) 发送电子邮件。
- 19.2 以下情况视为通知已送达并收到：
- 亲自送达，一经交付；
  - 预付费型一等邮寄或快递送达，邮寄后第五个工作日上午 9 时；
  - 电子邮件送达，在工作日下午 5 点之前发送邮件，发送即为送达，否则视下一个工作日为送达日。
- 19.3 依据第 19 条（通知），一方变更地址应当及时通知对方，但该通知仅在通知五 (5) 个工作日后生效。
- 19.4 尽管上述规定，但以任何形式向对方发出并被收到的英文书面文件均被视为已正确收发，不论该通知是否按照第 19 条（通知）规定的发式发出。

## 20. 转让

- 20.1 本通用条款和条件对合同双方、继受人及承受全部或部分权利、义务的受让人均有约束力。
- 20.2 未经卖方书面同意，买方不得将其全部或任何权利和义务转让任何第三方。

## 21. 变更

- 21.1 未经双方书面同意，协议不可变更。

## 22. 有效条款

- 22.1 协议的到期或终止不影响协议明确规定到期或终止后仍然有效的条款或尽管无明确规定，但在到期或终止后必须生效的条款。

23.1. If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way, be affected or impaired and the legality, validity and enforceability of the remainder of the Agreement shall not be affected. The Parties shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision with a view to obtaining the same effect as the Agreement would have had if such provision had been legal, valid and enforceable.

#### 24. COSTS

24.1. Each Party shall bear its own costs arising out of or in connection with the preparation and negotiation of the Agreement.

#### 25. DISPUTE RESOLUTION

25.1. The Parties shall seek to resolve any disagreement, dispute, controversy or claim arising out of or in relation to or in connection with the construction, interpretation or validity of the Agreement or the alleged breach thereof amicably and in good faith through discussions between the senior executives of each Party. If the matter is not resolved through discussion of such individuals within thirty (30) days of delivery of a written notice of dispute in accordance with Clause 19, the aggrieved Party initiate the dispute resolution mechanism stated in the Agreement.

#### 26. PREVAILING LANGUAGE

26.1. These GTCs are drawn up in the English language and may at the discretion of the Seller be translated into other languages.

26.2. The English language version of these GTCs shall prevail in case of any inconsistencies with translated versions, if any. Any other language versions of these GTCs are provided for convenience only and shall have no legal force or effect.

#### 23. 无效条款

23.1 任何条款的非法、无效或不可执行性均不得影响或损害其他条款的合法性、有效性或可执行性，双方应友好协商制定其他条款以替代那些无效、非法或不可执行的条款，确保整个协议的有效性。

#### 24. 费用

24.1 各方应自行承担协议产生的或与协议的谈判和准备有关的费用。

#### 25. 争议解决

25.1 因对本协议的解释、有效性或因违反本协议产生的任何分歧、争议或索赔，双方高层应当首先友好协商；如按照第19条的规定送达书面争议通知后三十（30）天内，双方高层仍未解决争议，受损方可依约提起法律诉讼。

#### 26. 语言

26.1 本 GTCs 条款以英文起草，由卖方翻译成其他语言。

26.2 如英文版本与翻译版本不一致，以英文版本为准。任何其他语言版本仅为方便理解而提供，不具有法律效力。