

# MERAXIS

## CONDITIONS OF SALE of MERAXIS CHINA LTD

### 美莱克斯中国有限公司 的销售条款

1. All contracts and offers for the sale of goods by Meraxis China Ltd. are subject to these Conditions of Sale. INCOTERMS in the most recent version shall apply as far as they are not inconsistent with these Conditions of Sale. Buyer's General Conditions of Purchase/Business shall not be applicable even if not explicitly rejected by Seller.

美莱克斯中国有限公司所有货物销售合同和报价均受本销售条件约束。最新版本的國際貿易術語INCOTERMS在不與本銷售條款相抵觸的情況下應當適用。即使没有被卖方明确拒绝，买方的一般采购/商业条件也不适用。

2. Only the content of written contracts shall be valid. Oral agreements or alterations to the contract are only valid if accepted in writing by both parties.

只有书面合同的内容才是有效的。口头协议或对合同的修改只有在双方书面接受的情况下才有效。

3. Unless otherwise expressly agreed, the invoices shall be based on the weight of the goods on loading. Seller is allowed to effect partial deliveries. Furthermore, Seller is allowed to deliver plus/minus 10% of the contractual quantity.

除非另有明确约定，发票应以装货时的货物重量为基础。允许卖方进行部分交货。此外，允许卖方交付合同数量的正负10%。

4. Ownership of goods shall not pass to Buyer before Buyer has met in full all his obligations arising from his business relations with Seller. Buyer agrees that Seller can have his ownership of the goods registered in the competent register without any further declaration of Buyer.

In the event of third parties' acts aimed at obtaining the goods under retention of title, the Buyer shall draw attention to our title, inform us without delay and provide us with any assistance that is necessary to safeguard our rights.

The Buyer shall adequately insure all goods under retention of title against all risks. Any claims for damages against the insurers shall hereby be assigned to us in the amount of the value of goods under retention of title.

在买方完全履行其与卖方的业务关系所产生的所有义务之前，货物的所有权不应转移给买方。买方同意，卖方可以将其对货物的所有权在主管部门登记，而无需买方进一步声明。

如果出现第三方旨在获得所有权保留下的货物的行为，买方应提请我们注意我们的所有权，毫不拖延地通知我们，并向我们提供任何必要的协助以保障我们的权利。

# MERAXIS

买方应当为所有保留所有权的货物充分投保，以防范所有风险。对保险公司的任何损害赔偿要求应在此转让给我们，金额为保留所有权的货物的价值。

5. Should doubts about Buyer's solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment, reduction/cancellation of credit lines by Credit Insurance etc.), Seller shall be entitled to refuse performance of the contract until payment has been made or security for the payment provided, or to terminate the contract without any compensation.

如果在合同签订后对买方的偿付能力或支付意愿产生怀疑（例如，但不限于延迟付款、信用保险减少/取消信用额度等），卖方应有权拒绝履行合同直到付款或提供付款担保，或终止合同且无需进行任何补偿。

6. If increased or additional charges are imposed on the sale of goods or if the costs for freight are increased after the conclusion of the contract, Seller has the right to modify the selling price accordingly.

如果在合同签订后，发生货物销售被征收额外的费用或征收的费用增加或运费上涨的情形，卖方有权相应修改销售价格。

7. The invoiced amount shall be payable by Buyer without any deduction, set-off or counterclaim into the account specified on the respective invoice. Buyer shall bear all bank charges except those of Seller's bank. In the event of delay in payment, Buyer shall automatically be in default and shall be charged interest on arrears at the rate of 2% p.a. over the rate charged by a Chinese bank for current account overdrafts of the currency of the invoice.

买方应将发票金额支付给相应发票上指定的账户，不得有任何扣减、抵销或反诉。买方应承担所有银行费用，但卖方银行的费用除外。如果延迟付款，买方将自动处于违约状态，并应按中国银行对发票货币的经常账户透支收取的年利率的2%收取欠款利息。

8. Seller warrants that the goods furnished shall meet the producers' specifications. Any other warranty, either expressed or implied, is hereby excluded. Any technical or chemical specifications about the goods cannot be interpreted as a warranty for any quality or suitability for any particular purpose or otherwise. Buyer shall use the goods properly in accordance with the instructions and requirements provided by Seller relevant to the goods.

卖方保证所提供的货物应符合生产商的规格。任何其他明示或暗示的保证在此被排除。关于货物的任何技术或化学规格不能被解释为对任何质量或对任何特定目的的适用性或其他方面的保证。买方应依照卖方提供的有关货物的指示和要求正确使用货物。

9. Buyer shall examine the goods immediately upon receipt. Notification of defects or of wrong deliveries or claims as to a deviation of quantity can only be considered if made within 7 working days after receipt of the goods. Hidden defects shall be notified immediately, in any case no later than 7 days from discovery. If the buyer omits this

# MERAXIS

notification or if the goods are consumed, mixed, processed or sold, this shall be deemed unconditional approval. The right of warranty expires in any case within six months from the date of delivery. In the event of a claim, Seller may appoint an independent surveyor (such as SGS). Buyer shall allow the persons identified by such surveyor appropriate access to the goods in question.

买方应在收到货物后立即检查。只有买方在收到货物后的**7个工作日内通知卖方**，**卖方才会考虑有关缺陷或错误交付或关于数量偏差的索赔**。隐蔽的缺陷应在发现后立即通知，在任何情况下都不得晚于发现后的**7天内通知卖方**。**如果买方忽略了这一通知义务**，或者如果货物被消费、混合、加工或出售，这应被视为无条件的认可。质保期在任何情况下均为交货之日起**6个月**。在发生索赔的情况下，卖方可以指定一个独立的调查员（如SGS）。买方应允许该调查员所确定的人员可以接触查验有关货物。

10. For goods delivered in bulk (bulk vessel, silo truck and/or railtankcar), a sample from the vessel/silo/tankcar has to be tested before unloading of the goods. In the event that any defects are discovered by such testing, Buyer shall not unload the goods and shall immediately inform the Seller. Seller's warranties and liabilities cease in any case with the unloading of the goods, even if the Buyer waives the testing of a sample. The warranty period provided under Clause 9 does not apply to goods delivered in bulk. Any transshipment from Seller's vessel/silo/tankcar into Buyer's vessel/silo/tankcar or other transport system shall be considered as unloading.

对于散装交付的货物（散装船、筒仓车和/或油罐车），必须在卸货前从船/筒/油罐车中提取样品进行检测。如检测发现货物有缺陷，买方不应卸货并应立即通知卖方。卖方的保证和责任在任何情况下都随着货物的卸载而终止，即使买方放弃了样品测试。第9条规定的质保期不适用于散装交付的货物。任何从卖方的**船只/集装箱/油罐车**转入买方的**船只/集装箱/油罐车**或其他运输系统的转运都应被视为卸货。

11. Claims for damages can only be asserted against us if we have caused the damage at least by gross negligence. In any case, our liability to pay damages shall be limited to the amount of the purchase price of the delayed or omitted respectively defective part of our delivery. The liability for consequential damages and financial losses of any kind is, as far as legally permissible, expressly excluded. The same also applies to claims for damages made under other titles, such as non-performance or positive breach of contract or recourse. In the case of justified and timely complaints, we have the right, at our discretion, either to deliver a replacement for the quantity complained of or to refund the purchase price against return of the goods complained. Further claims of the buyer are excluded. The notice of defect or any other complaint shall not release the purchaser from his payment obligation.

只有在我们至少因重大过失造成损害的情况下，才能对我们提出损害赔偿要求。在任何情况下，我们的损害赔偿责任应限于我们延迟交付或遗漏交付部分的购买价格的金额。在法律允许的范围内，对任何形式的间接损害和经济损失的责任都被明确排除。这也适

# MERAXIS

用于在其他情况下提出的损害赔偿要求，如不履行或积极违反合同或追索。在有正当理由和及时投诉的情况下，我们有权自行决定交付被投诉数量的替代品，或者在退回被投诉货物的情况下退还购买价格。买方的进一步索赔被排除在外。瑕疵通知或任何其他投诉不应解除买方的付款义务。

12. Any delivery time stated shall only be approximately and not of the essence. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the Buyer. The right to claim damages due to a delay shall be excluded to the extent legally permissible. Buyer will be responsible for any demurrage charges in the event of any delay in the unloading of the goods if the delivery date was accepted by Buyer.

所述的任何交付时间应只是大约时间，而不是要素。如果出现延误，买方应接受至少2周的货物交付的合理延期。在法律允许的范围内，应排除因延误而要求赔偿的权利。如果交货日期被买方接受，买方将负责任何延迟卸货的滞期费用。

13. Our obligation to deliver is subject to the correct and timely delivery of goods to ourselves. Cases of force majeure, even if these concern our suppliers, release us from our delivery obligation.

我们的交货义务是以我们能够正确和及时收到供应商的交付货物为前提。如发生不可抗力情形，影响我们或我们的供应商无法交货，我们的交货义务应可以免除。

14. Chinese law shall apply. All disputes arising out of or in connection with the present contract shall be subject to the exclusive jurisdiction of the People's court at MERAXIS CHINA LTD registered address. If any of the above terms and conditions prove to be invalid in whole or in part, this shall not affect the validity of the remaining terms and conditions.

应适用中国法律。因本合同引起的或与本合同有关的所有争议，应由美莱克斯中国有限公司注册地址的人民法院专属管辖。如果上述任何条款和条件被证明全部或部分无效，这不影响其余条款和条件的有效性。

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