

GENERAL TERMS AND CONDITIONS OF SALE**1. GENERAL**

Unless otherwise agreed in writing, all sold and delivered Products ("Products") by Wacker Chemicals (China) Co., Ltd. or any of its affiliates registered in People's Republic of China ("Wacker") to any of its Purchaser ("Purchaser") shall be exclusively governed by the following General Terms and Conditions of Sale ("GTC"). Other provisions, in particular the Purchaser's general terms and conditions shall not apply, even if Wacker has not explicitly rejected such conditions or Wacker is aware that contrary or deviating terms and conditions exist.

2. ORDER

Orders including the orders placed by the Purchaser through Login4more system of Wacker are only valid if such orders have been confirmed by Wacker in writing. Any additional verbal agreements, supplements and modifications are also only valid if they have been confirmed in writing. Written form shall include letter, email, facsimile and electronic data interchange.

3. DELIVERY, ACCEPTANCE, RISK TRANSFER

3.1 If Wacker delivers the Products on the agreed delivery date, the Purchaser is obligated to accept such Products. In case that Wacker fails to deliver Products on the agreed delivery date, the Purchaser agrees to grant Wacker of a grace period of 30 days after the expiry of such agreed delivery date. Within such grace period, Wacker is entitled to deliver Products with a one-day prior notice. Only if Wacker still fails to deliver Products after the expiry of such grace period, Wacker shall be in default from the next day of the expiry of the grace period.

3.2 Wacker shall be entitled to make partial deliveries provided that the acceptance of such partial deliveries is reasonable for the Purchaser and, in particular, if the delivery of the remaining Products ordered is ensured and no significant additional expenditure or additional cost arise for the Purchaser as a result thereof (unless Wacker agrees to bear such cost). Each partial delivery may be invoiced separately.

3.3 If the Products are not taken by the Purchaser on the agreed delivery date, the Purchaser shall be charged the additional cost arising as a result, such as container rental cost and other storage cost.

3.4 Risk transfer of Products, delivery, other obligations and fees

一般销售条件**1. 一般性规定**

除另有书面约定外，瓦克化学（中国）有限公司或任何一个其在中国的关联公司（“瓦克”）与购买方（“购买方”）间的所有产品（“产品”）销售及交付只受下列一般销售条件（“一般销售条件”）的约束。即使瓦克没有明示拒绝或瓦克知晓存在与瓦克的一般销售条件相矛盾或偏离的条款，其他条款（特别是购买方的一般条款）也都不适用。

2. 订单

订单(含购买方通过瓦克 login4more 系统下的订单)只有经瓦克书面确认后方为有效。任何其他的口头协议、增补和修改也只有在经书面确认时方为有效。书面形式包括信件、电子邮件、传真及电子数据交换。

3. 交付、接受、风险转移

3.1 瓦克在约定的交付日期交付产品的，购买方应予以接收。如果瓦克不能在约定的交付日期交付产品的，在约定交付日期届满后购买方同意给予瓦克 30 天的宽限期。在宽限期内，瓦克有权提前 1 天通知购买方后交付产品。只有在宽限期届满后仍不能交付产品的，瓦克才应自宽限期届满之日起承担相应的违约责任。

3.2 如果接受分批交付的产品对购买方而言是合理的，并且，特别是瓦克保证交付剩余订购的产品同时购买方不会因此承担重大的额外支出或费用（除非瓦克同意承担上述费用），那么瓦克有权进行分批交付。瓦克可以为每批交付的产品单独开具发票。

3.3 如果购买方逾期没有收取产品，购买方应承担因此而产生的额外的费用，例如集装箱租赁费用和其他的储存费。

3.4 产品的风险转移、交付、其他义务和费用的承担根据生效的订单中的约定的贸易术语（**国际贸易术语解释通则®2010**）确定。

are upon the agreed incoterms rule (**Incoterms® 2010**) set out in effective order.

4. PRICE

Unless otherwise agreed, the price of Products shall be set out in the order signed by Wacker and the Purchaser.

5. PAYMENT, DEFAULT OF PAYMENT

5.1 Payments shall be made in Renminbi Yuan if the Purchaser is an entity registered in the People's Republic of China ("PRC") as long as this is required under the PRC law, or made in a convertible foreign currency stipulated by Wacker if the Purchaser is registered outside the PRC.

5.2 In case that the Purchaser fails to make payment on time, Wacker shall be entitled to claim default interest at the rate of 0.2‰ per day. The right to claim further damages shall remain unaffected.

5.3 If the Purchaser falls in arrears with at least two payments arising from the business relationship with Wacker, all of its effective payment obligations from all business relationships with Wacker shall become due and payable immediately. In addition, Wacker is entitled to demand advance payment for outstanding deliveries or the granting of suitable security, or Wacker has right to cancel the order without any liability.

6. FORCE MAJEURE

In the event that Wacker is unable to fulfill its contractual duties as a result of force majeure (e.g. war, terrorism, insurgence, natural catastrophes, fire) or due to other unforeseeable circumstances for which Wacker bears no responsibility (e.g. strikes or lawful lockouts, operation or transport interruptions, difficulties with the procurement of raw material, inadequate delivery from suppliers), the agreed delivery date shall be extended by the duration of the obstruction plus an appropriate resumption time. Wacker shall notify the Purchaser as soon as possible of the start and expected end of such circumstances. If the obstruction lasts six months or longer, Wacker and the Purchaser shall be entitled to rescind the contract.

7. QUALITY OF GOOD, INFORMATION

7.1 As regards the quality of Products, only the agreed specification shall apply. Except for the warranty provided above, Wacker disclaims any and all other express or implied warranties with respect to the Products, and any

4. 价格

除非另有约定，产品的价格依据双方签署的订单而定。

5. 支付、迟延支付

5.1 如果购买方为在中华人民共和国("中国")注册的实体，并且如果中国法律要求，付款应采用人民币。如果购买方在中国之外注册，付款则应采用瓦克规定的可兑换外币进行。

5.2 如果购买方到期未付款，则应支付违约利息。违约利息的费率为日万分之二。瓦克保留要求进一步损害赔偿的权利。

5.3 如果购买方拖欠了两期或两期以上货款，那么购买方应立即支付所有因其与瓦克的商业关系而产生的未到期的货款。另外瓦克有权要求购买方对此后的交付支付预付款或提供适当的担保，购买方不支付或不提供担保的，瓦克有权解除订单且不承担任何责任。

6. 不可抗力

如果瓦克因不可抗力（例如战争、恐怖袭击、暴动、自然灾害、火灾）或其他无法预见且非瓦克责任造成的事件（例如罢工或合法的停工、运营或运输中断、采购原材料困难、供应商供货不适当）而不能履行合同义务的，约定的交付期应当延长到该不可抗力或事件结束后，并应增加恢复供货所需的合理时间。瓦克应尽快通知购买方上述不可抗力或事件发生的时间和预计的结束时间。如果上述不可抗力或事件持续6个月或更长的，双方有权解除合同。

7. 产品质量、信息

7.1 产品的质量应符合双方约定的技术规格。除此之外，瓦克对任何所有其它明示或暗示的关于产品的保证不负责任，并明确表示对任何适销保证或为某一特殊目的之适宜性不负任何责任。

warranty of merchantability or fitness for a particular purpose is expressly disclaimed.

7.2 Information provided by Wacker in writing, verbally or in any other form with regard to suitability, including application, processing or another use, as well as technical support offered are rendered to the best of Wacker's knowledge; however, all of the above shall be deemed non-binding information only. The information shall not release the Purchaser from verifying on its own behalf the suitability of Products delivered by Wacker for the intended purposes. Application, processing and any other use of the Products are beyond Wacker's control and shall therefore be the Purchaser's responsibility.

8. INSPECTION

The Purchaser shall (i) inspect the product name, quantity, package and other external defect of delivered Products on the date of receipt, and (ii) inspect the quality and other internal defect of such delivered Products within **14** days after receipt of such Products ("Inspection Term"). In case of any defect, the Purchaser shall within the Inspection Term inform Wacker in writing of such defects and specify the defect. Otherwise, the delivered Products shall be deemed to conform to the agreed specification.

In the event that Products have been used by the Purchaser partially or in full, such Products shall be deemed to conform to the agreed specification.

9. LIABILITY

9.1 In the case that Wacker is in breach, Wacker shall remedy the defect or bear the liability in following manners: (i) replacement of non-conforming Products; or (ii) return the price of the such non-conforming Products; or (iii) compensate Purchaser for its actual direct damage, but such compensation shall not exceed the maximum damage which Wacker can foresee when concluding the contract. Such maximum damage is the purchase price of the specific quantity of such defective Products. Wacker shall not be liable for any consequential damages, which include but are not limited to loss of profit, loss of interest, liabilities of Purchaser to any third party, loss of work, loss of downtime, loss of brand, loss of market value of product, loss of customers, loss of opportunity, loss of

7.2 瓦克以书面形式、口头或其他形式提供的关于适用性的信息，特别是关于产品适用性、加工和使用以及技术支持，是尽自己最大能力组织汇编。但是，上述信息不具有约束力，购买方仍应自行验证产品目的的适宜性。由于超出了瓦克控制范围，购买方应自行对产品的适用、加工和其他的使用负责。

8. 检验

购买方应在 (i) 收到产品后**当天**对瓦克交付的产品的名称、数量、包装及其他外观瑕疵进行检验,并 (ii) 在收到产品后 **14** 天内对瓦克交付的产品的质量和其他隐蔽瑕疵进行检验 (“检验期间”)。在检验期间发现瑕疵的,购买方应在检验期内书面通知瓦克并指明产品瑕疵。逾期未检查或未通知的,视为瓦克的产品符合双方的约定。

如果购买方已经使用了部分或全部的产品,那么视为瓦克的产品符合双方的约定。

9. 责任

9.1 如果瓦克违约,瓦克将通过如下方式进行补救或承担责任:(i) 更换不符合要求的产品;或(ii) 退还相应数量产品的购买价款;或(iii)对购买方实际的直接损害进行赔偿,但支付额不超过瓦克在签订合同时预见的最大损失。瓦克在签订合同时预见的最大损失为被指控造成损害的相应数量瓦克产品的购买价款。瓦克对购买方的间接损失不予赔偿,间接损失包括但不限于利润损失、利息损失、购买方对第三方的责任、停工停产损失、品牌损失、客户损失、市场损失、机会损失、声誉损失、产品的市价跌落损失和实现赔偿的费用(包括但不限于:律师费、诉讼费等)。

9.2 如果购买方部分或全部不履行合同义务(包括单方解除生效的订单、拒绝接受货物),瓦克可以要求购买

reputation, loss of the price, and enforcement cost for compensation (including, without limitation, lawyer's fee, litigation costs).

9.2 In case that Purchaser fails to perform its obligations partially of or in full (including canceling the valid order, refusing to accept the delivered Products), WACKER may (i) ask Purchaser to continue to perform its obligations, or (ii) rescind the order. Should Wacker rescind the order due to breach by Purchaser, Purchaser shall pay to Wacker the liquidated damage which equals to the total price of the ordered Products.

10. RESERVATION OF OWNERSHIP

Products that have been sold remain Wacker's sole property until all outstanding payments to Wacker have been paid in full by the Purchaser.

11. APPLICABLE LAW, JURISDICTION AND LANGUAGE

11.1 Exclusively the laws of the PRC shall apply between the parties. The application of the 1980 United Nations convention on Contracts for the International Sale of Products is expressly excluded.

11.2 Except other agreed, If no settlement can be reached through consultation within ninety (90) days after either party has given written notice to the other party of the existence of a dispute requesting the commencement of consultations under this article, the dispute may be submitted to the People's Court of Wacker's domicile for litigation.

11.3 This GTC is made in English and Chinese. In case of any discrepancies between the two versions, the **Chinese** version shall prevail.

-END-

方继续履行合同义务，也可以解除订单。如果瓦克因购买方违约行为解除生效的订单，购买方应向瓦克支付相当于该批产品购买价款的违约金。

10. 所有权保留

售出产品的所有权在购买方付清货款前仍保留为瓦克所有。

11. 适用法律、管辖权和语言

11.1 双方之间应仅适用中华人民共和国法律。1980 年联合国国际货物销售合同公约明示排除适用。

11.2 除双方另有约定外，如果在一方书面通知另一方争议的存在并要求根据本条款开始协商后九十(90)天内，双方无法通过协商解决争议，该争议可提交瓦克住所地人民法院诉讼解决。

11.3 本一般销售条件以中英文书就。如果两种文本不一致，应以**中文**为准。

-结束-