

销售条款和条件 TERMS AND CONDITIONS OF SALE

1. **范围：**“阿克苏诺贝尔”是指上述阿克苏诺贝尔实体和阿克苏诺贝尔的任何关联公司，“**买方**”是指阿克苏诺贝尔产品和服务的买方和买方的任何关联公司。“**合同**”是指阿克苏诺贝尔接受买方订单时，阿克苏诺贝尔与买方就产品或服务供应所签订的合同（书面或其他形式）。除非双方已签署产品销售协议来规范产品或服务的供应，否则本条款和条件适用于合同，但不包括买方试图加强或纳入的任何其他条款，或法律、贸易习惯、惯例或交易过程中暗示的任何其他条款。“**产品**”是指阿克苏诺贝尔向买方提供的任何及所有货物，“**服务**”是指阿克苏诺贝尔提供或代表阿克苏诺贝尔提供的服务（如有）。本条款和条件以及合同代表阿克苏诺贝尔与买方之间的完整协议。

SCOPE: “AkzoNobel” means the AkzoNobel entity identified above and any AkzoNobel affiliate. **“Buyer”** means the purchaser and any affiliate of the Buyer of Products and Services from AkzoNobel. **“Contract”** means the contract (in writing or otherwise) formed between AkzoNobel and Buyer for the supply of Products or Services when AkzoNobel accepts Buyer’s order. Unless a product sales agreement has been signed by both parties to govern the supply of Products or Services, these Terms and Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing. **“Products”** means any and all goods supplied by AkzoNobel to Buyer and **“Services”** means the services (if any) given by or on behalf of AkzoNobel. These Terms and Conditions and the Contract represent the entire agreement between AkzoNobel and the Buyer.

2. **要约/接受：**2.1 阿克苏诺贝尔的报价单并不构成要约，而是对买方向下订单的邀请。2.2 合同只有在阿克苏诺贝尔接受买方订单时才生效。每一份被接受的订单都将构成一份单独的合同。2.3 一旦阿克苏诺贝尔接受了买方的订单，未经阿克苏诺贝尔事先书面同意，且买方赔偿阿克苏诺贝尔因取消订单而遭受的所有损失、费用和损害，买方不得取消订单。

OFFER / ACCEPTANCE: 2.1 A quotation from AkzoNobel does not constitute an offer but an invitation to Buyer to place an order. 2.2 The Contract comes into effect only when AkzoNobel accepts Buyer’s order. Each individual accepted order shall constitute a separate Contract. 2.3 Once accepted by AkzoNobel, Buyer’s order may not be cancelled by Buyer without AkzoNobel’s prior written agreement and subject to Buyer indemnifying AkzoNobel against all loss, costs and damages incurred by AkzoNobel as a result of the cancellation.

3. **交货/风险转移：**3.1 交货条款应根据合同签订之日有效的《国际贸易术语解释通则》最新版本进行解释。除非阿克苏诺贝尔书面同意，否则，交货条款为 EXW，产品损失的风险将在阿克苏诺贝尔通知的地点将产品提供给买方或其指定的承运人时转移给买方。3.2 交付或履约的时间并不至关重要。如果未能在指定日期交付产品和/或履行服务，买方无权要求任何损害赔偿、损失或费用，也无权撤销订单。3.3 阿克苏诺贝尔可以分批交货，如果未能交付其中一期货物或买方就其中一期货物提出任何索赔，均不能赋予买方任何拒绝整个订单的权利。3.4 买方负责检查和签收所有交付的货物，并通过签字表明所收到的交付货物是完整且状况完好的。如果货物短少或被认为损坏，必须立即向运输公司和阿克苏诺贝尔说明。如果事先未经阿克苏诺贝尔书面批准，则不接受任何产品退货。

DELIVERY / TRANSFER OF RISK: 3.1 Delivery terms shall be interpreted in accordance with the latest edition of INCOTERMS in force at the date of the Contract. Unless otherwise agreed by AkzoNobel in writing, the delivery term is EXW and risk of loss in the Products will transfer to Buyer upon the making available of the Products to Buyer or the nominated carrier at the premises notified by AkzoNobel. 3.2 Time of delivery or performance shall not be of the essence. Failure to deliver the Products and/or perform the Services on the specified date shall not entitle Buyer to claim any damages, losses or costs or to withdraw the order. 3.3 AkzoNobel may deliver in instalments. Any failure to deliver an instalment or any claim by Buyer in respect of an instalment will not entitle the Buyer to treat the whole order as repudiated. 3.4 Buyer is responsible for checking and signing for all deliveries and by signing the Buyer indicates that the delivery received is complete and in good condition. If the delivery is short or deemed to be damaged this must be immediately highlighted to the delivery company and to AkzoNobel. No Product returns will be accepted if not approved in advance by AkzoNobel in writing.

4. **数量变化：**买方将按交付数量付款，如交付数量变化不超过订购数量的 10%，买方不得以数量变化为由拒绝接受任何产品的交付。

QUANTITY VARIATIONS: Buyer will pay for the quantity delivered and may not reject any delivery of Product on the grounds of variation of quantity where such variation is not more than 10% of the quantity ordered.

5. **价格和付款：**5.1 除非双方另有约定，否则产品和服务的价格将以阿克苏诺贝尔的报价为准。阿克苏诺贝尔可随时调整任何产品的价格，但需至少提前三十（30）天发出书面通知。所有价格均包括增值税和任何其他可能适用于产品和服务的税项。5.2 阿克苏诺贝尔将向买方开具所有产品和服务的发票。除非双方另有书面约定，买方应在发票日期起 30 天内（“**付款期限**”），按照发票上注明的币种、地址和阿克苏诺贝尔银行账号支付发票款项。如果付款期限的最后一天不是工作日，买方最迟应在付款期限内的最后一个工作日付款。5.3 发票的支付时间是至关重要的因素。买方必须无条件地支付款项，且不得通过抵销、反诉或类似扣除的方式拒绝支付应付阿克苏诺贝尔的任何款项。5.4 经要求，买方立即向阿克苏诺贝尔偿还所有费用，包括阿克苏诺贝尔为向买方收取任何逾期款项而产生或支出的催收机构和律师的费用。5.5 除发表有争议部分（如有）之外，如果买方未按时付款，阿克苏诺贝尔可以：（1）在向买方发出书面通知后立刻终止与买方的关系，或（2）暂停交货。5.6 未能在到期日付款将自动且无需任何手续地产生利息，利率为（1）阿克苏诺贝尔地址所在国家的法定利率，或（2）年利率百分之八（8%），以较高者为准。计息期自付款到期日起计算，直至阿克苏诺贝尔收到全部应付款项。

PRICE AND PAYMENT: 5.1 Unless otherwise agreed by the parties, the price for the Products and the Services will be the price quoted by AkzoNobel. AkzoNobel may adjust the price(s) of any Products at any time by giving at least thirty (30) days prior written notice. All prices are inclusive of value added tax and any other tax that may apply in respect of the Products and Services. 5.2 AkzoNobel will issue invoices to Buyer for all Products and Services. Buyer shall pay invoices within 30 days from the invoice date (“**Payment Term**”), unless otherwise agreed between the Parties in writing, in the currency and to the address and the bank account number of AkzoNobel as stated on the invoice. If the last day of the Payment Term is not a business day, Buyer shall pay at the latest on the last business day within the Payment Term. 5.3 Time for payment of the invoices is of the essence. Buyer must make payments free and clear and may not withhold payment of any amount due to AkzoNobel by way of set-off, counterclaim or similar deduction. 5.4 Upon demand Buyer will immediately reimburse AkzoNobel for any and all costs including fees for collection agencies and attorneys incurred or expended by AkzoNobel to collect any overdue amounts from Buyer. 5.5 Except in respect of the disputed portion (if any) of an invoice, if Buyer fails to pay on time,

AkzoNobel may, either (i) terminate the relationship with Buyer with immediate effect upon written notice to Buyer, or (ii) suspend deliveries. 5.6 Any failure to pay on due date will automatically and without formalities incur interest at either (i) the rate of the statutory interest of the country in which AkzoNobel’s address is located or (ii) eight per cent (8%) per annum, whichever is the higher. The interest period will run from the due date for payment until receipt by AkzoNobel of the full amount due.

6. **所有权的保留：**6.1 在买方付清所有开票金额及应向阿克苏诺贝尔支付的款项之前，产品所有权将继续归阿克苏诺贝尔所有。6.2 在付款之前，买方将为阿克苏诺贝尔托管未使用的产品，并以良好的状态与所有其它货物分开存放，以便可以随时辨认出这些产品是阿克苏诺贝尔的。6.3 阿克苏诺贝尔有权进入买方的处所收取其拥有所有权的任何产品。6.4 如果阿克苏诺贝尔决定登记保留所有权，买方必须全力配合阿克苏诺贝尔。6.5 无论本条款和条件适用的法律如何规定，买方可以在其正常经营过程中出售产品，但在全额支付所有已开票金额或应向阿克苏诺贝尔支付的款项之前，不得在产品上设置抵押、质押或其他形式的权利负担。

RETENTION OF TITLE: 6.1 Title in the Products will remain vested in AkzoNobel until payment in full by Buyer of all amounts invoiced and due to AkzoNobel. 6.2 Pending payment, Buyer will hold the unused Products in trust for AkzoNobel stored in good condition separately from all other goods so that they are readily identifiable as AkzoNobel’s. 6.3 AkzoNobel has the right to enter the premises of Buyer to collect any Products to which it holds title. 6.4 Buyer must fully cooperate with AkzoNobel if AkzoNobel decides to make registration of the retention of title. 6.5 Irrespective of the law governing these Terms and Conditions, Buyer may sell the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Products prior to full payment of all amounts invoiced or due to AkzoNobel.

7. **保证/买方权利：**7.1 阿克苏诺贝尔向买方保证，产品在交付时符合阿克苏诺贝尔的标准产品规格或阿克苏诺贝尔和买方以书面形式明确约定的其他规格（“**规格**”）（“**保证**”）。本保证为阿克苏诺贝尔作出的唯一保证。阿克苏诺贝尔对于产品、其应用或使用或其他方面不作任何明示或默示、口头或书面的其他保证。本保证取代在合同或法律项下本应适用的任何其他他保证或条件，特别包括有关质量、适销性或适用于某一特定目的或不侵权的默示条款、条件或保证，且每项都明确否认。7.2 如果产品不符合保证，阿克苏诺贝尔将自行决定修理或更换该等产品或退还产品的价格，在采取上述行动后，阿克苏诺贝尔将不承担进一步的责任。7.3 买方必须在知悉产品不符合保证的索赔主张后七（7）日内通知阿克苏诺贝尔，但无论如何均不得迟于产品交付买方后三十（30）日内。7.4 如果买方未能根据第 7.3 条通知阿克苏诺贝尔索赔主张，则构成买方放弃该等索赔主张。7.5 对于向买方或任何其他方提供或声称提供的任何服务，阿克苏诺贝尔不作任何形式的保证，并且对于该等服务不承担任何责任。7.6 本保证的一项严格条件是，买方应采取一切合理措施，以减轻买方因就其提出的索赔而遭受的任何损失或损害的影响。

WARRANTY / BUYER’S RIGHTS: 7.1 AkzoNobel warrants to Buyer that at the time of delivery the Products conform to AkzoNobel’s standard Product specifications or such other specifications as AkzoNobel and Buyer have expressly agreed to in writing (the “**Specifications**”) (the “**Warranty**”). **THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY AKZONOBEL. AKZONOBEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THE APPLICATION OR USE THEREOF, OR OTHERWISE. THIS WARRANTY IS IN SUBSTITUTION FOR ANY OTHER WARRANTIES OR CONDITIONS WHICH WOULD OTHERWISE APPLY UNDER CONTRACT OR AT LAW, INCLUDING SPECIFICALLY THE IMPLIED TERMS, CONDITIONS OR WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.** 7.2 In the event Products do not comply with the Warranty, AkzoNobel will, at its option, repair or replace such Products or refund the Price of the Products and, having done so, will have no further liability. 7.3 Buyer must notify AkzoNobel of any claim that Products do not comply with the Warranty within seven (7) days after Buyer becomes aware of such claim but in any event no later than thirty (30) days after delivery of the Product to Buyer. 7.4 Buyer’s failure to notify AkzoNobel of a claim in accordance with section 7.3 will constitute a waiver by Buyer of such claim. 7.5 AkzoNobel makes no warranty of any kind with respect to any Services provided or alleged to be provided to Buyer or any other party and shall have no liability with respect to such Services. 7.6 It is a strict condition of this warranty that Buyer shall take all reasonable steps to mitigate the effect of any loss or damage suffered by Buyer in respect of which a claim is made.

8. **责任限制：**8.1 阿克苏诺贝尔不对任何因买方未能行使有效的质量控制或未按照阿克苏诺贝尔的建议或提供的说明或行业标准储存、使用或以其他方式处理产品而造成的任何损失或损害。8.2 阿克苏诺贝尔不承担无论是基于合同、侵权（包括过失）、违反法定职责或其他原因而造成的任何利润损失、业务损失、价值缩水或商誉耗损，或任何间接、偶然、特殊、惩罚性、惩罚性或后果性的损失或损害。阿克苏诺贝尔在向买方承担的由本协议产生的或与本协议相关的所有损失，在任何情况下均限于根据本协议供应的产品或服务的价格或 200,000 欧元，且以较低者为准。8.3 对于根据法律规定阿克苏诺贝尔不能进行责任排除或限制的任何事项，本条款的任何内容均不限制或排除阿克苏诺贝尔的责任。8.4 买方承认，其并未依赖阿克苏诺贝尔或其代表作出或提供的、未在协议中列明的任何声明、承诺或陈述。本条款的任何内容均不排除或限制阿克苏诺贝尔对欺诈性虚假陈述的责任。

LIMITATION OF LIABILITY: 8.1 AkzoNobel shall not be liable for any loss or damage caused by Buyer’s failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by AkzoNobel or industry standards. 8.2 **AKZONOBEL SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUTNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE. AKZONOBEL’S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT IS LIMITED TO THE PRICE OF THE PRODUCTS OR SERVICES SUPPLIED UNDER THE CONTRACT, OR €200,000, WHICHEVER IS THE LOWER.** 8.3 Nothing in this section limits or excludes AkzoNobel’s liability for any matter in respect of which it is unlawful for AkzoNobel to exclude or restrict its liability. 8.4 Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of AkzoNobel which is not set out in the Contract. Nothing in this section will exclude or limit AkzoNobel’s liability for fraudulent misrepresentation.

9. **赔偿：**9.1 买方将赔偿、保护并为阿克苏诺贝尔及其关联公司及其各自的董事、管理人员、员工、代理人、继任者和受让人（每一个均为“**受偿方**”）辩护，使其免受由于以下情况引起的或与以下情况有关的任何和所有第三方索赔，包括所有损失、损害、责任、罚款、费用或任何种类的支出（包括律师费）（合称“**损失**”）：（1）买方或其任何关联公司的董事、管理人员、员工、承包商或代理人的疏忽或故意的不当行为；或（2）买方违反本协议。9.2 本条规定在阿克苏诺贝尔与买方之间的关系终止后继续有效。

上海国际油漆有限公司 International Paint of Shanghai Company Limited
阿克苏诺贝尔防护涂料（苏州）有限公司 Akzo Nobel International Paint (Suzhou) Co., Ltd.
International Paint (Hong Kong) Limited

- INDEMNIFICATION: 9.1** Buyer will indemnify, hold harmless and defend AkzoNobel and its affiliates and each of its and their respective directors, officers, employees, agents, successors and assigns (each an **"Indemnified Party"**) from and against any and all third party claims including all losses, damages, liabilities, penalties, costs or expenses of any kind (including attorneys' fees) (collectively, **"Losses"**) incurred by an Indemnified Party as a result of such claims arising out of or related to (i) Buyer's or any of its or its affiliates' directors, officers, employees, contractors or agents negligence or willful misconduct; or (ii) Buyer's breach of the Contract. **9.2** The provisions of this section will survive any termination of the relationship between AkzoNobel and Buyer.
10. **不可抗力: 10.1** 如果因战争（无论是否宣战）、军事政变、国家紧急状态、流行病或疫情、恐怖袭击、制裁、不足的交通设施、设备故障、阿克苏诺贝尔无法按其可接受的条款和条件取得产品制造和/或服务履行的供应或能源、自然灾害、劳动纠纷、政府限制措施、网络攻击、任何第三方犯罪或影响阿克苏诺贝尔供应能力的恶意破坏行为，或任何其他超出阿克苏诺贝尔合理控制范围的原因（“**不可抗力**”）直接或间接阻碍或妨碍阿克苏诺贝尔履行其义务，阿克苏诺贝尔将不承担任何责任。**10.2** 阿克苏诺贝尔没有义务从任何其来源采购或供应替代产品，并可在其买方、关联公司及其客户和转售商之间以阿克苏诺贝尔认为合适的任何方式分配其可用的产品供应。**10.3** 如果不可抗力事件的持续时间超过六（6）个月，或合理预计将超过六（6）个月，阿克苏诺贝尔有权撤销其向买方提供产品和服务的任何义务，而买方无权获得任何赔偿。

FORCE MAJEURE: 10.1 AkzoNobel will not be liable for failure to perform its obligations, if hindered or prevented from so doing, directly or indirectly, by war (declared or undeclared), military coup, national emergency, epidemic or pandemic, terrorist attack, sanctions, inadequate transportation facilities, equipment failure, AkzoNobel's inability to secure supplies or energy for the manufacture of the Products and/or performance of the Services on terms and conditions that are acceptable to AkzoNobel, natural disaster, labour dispute, government restraint, cyberattack, any third party criminal act, or vandalism which affects AkzoNobel's ability to supply, or any other cause beyond the reasonable control of AkzoNobel (each a **"Force Majeure"**). **10.2** AkzoNobel shall have no obligation to procure or supply any products from any other sources in place of the Products and may allocate its available supply of Products among its buyers, affiliates and their customers, and resellers on whatever basis AkzoNobel may deem fit. **10.3** In the event the duration of an event of Force Majeure exceeds six (6) months or is reasonably expected to exceed six (6) months AkzoNobel is entitled to withdraw from any obligation it may have to supply the Products and Services to Buyer without Buyer having any right to compensation.

11. **遵守法律: 11.1** 买方应并应促使其管理人员、员工、交易方、转售商、分包商和任何其他人员遵守所有适用法律，不得采取任何可能导致阿克苏诺贝尔违反适用法律的行动。**“适用法律”** 包括但不限于不时生效的任何法律、规则、规范、法规和法定要求，具体包括（但不限于）与劳动和就业、人权、数据隐私、安全、任何适用税收、环境、竞争和反垄断、反腐败和贿赂以及出口管制和制裁有关的。**11.2** 买方应自费获得并维护开展业务和履行义务所需的所有认证、授权、执照和许可。**11.3** 在涉及阿克苏诺贝尔或其任何关联公司的所有交易中，买方应遵守目前在阿克苏诺贝尔网站 <https://www.akzonobel.com> 上公布的《业务合作伙伴行为准则》。**11.4** 对于因买方违反第 11 条规定而使阿克苏诺贝尔或其任何关联公司可能遭受的所有损失、损害、责任、索赔、诉讼和程序，买方同意按照阿克苏诺贝尔的要求提供全额赔偿。

COMPLIANCE WITH LAWS: 11.1 Buyer shall, and shall procure that its officers, employees, counterparties, resellers, sub-contractors and any other persons shall comply with all applicable laws, and not take any actions that would cause AkzoNobel to be in violation of the Applicable Laws. **"Applicable Laws"** include without limitation- any laws, rules, codes, regulations and statutory requirements that from time to time come into force, including specifically those that relate to (but will not be limited to) labour and employment, human rights, data privacy, safety, any applicable taxes, the environment, competition and antitrust, anti-corruption and bribery and export controls and sanctions. **11.2** Buyer, at its own expense, shall obtain and maintain all certifications, authorisations, licenses and permits necessary to conduct its business and perform its obligations. **11.3** Buyer shall adhere to the Business Partner Code of Conduct as currently published on AkzoNobel's website at <https://www.akzonobel.com> in connection with all transactions involving AkzoNobel or any of its affiliates. **11.4** Buyer hereby indemnifies AkzoNobel in full and on demand against all losses, damages, liabilities, claims, actions and proceedings which AkzoNobel or any of its affiliates may incur as a result of any breach by Buyer of this section 11.

12. **终止: 12.1** 任何已接受的订单均不对阿克苏诺贝尔今后的任何订单产生任何义务。阿克苏诺贝尔有权随时拒绝订单并终止与买方的关系。**12.2** 阿克苏诺贝尔有权立即终止/中止合同：（a）如果买方严重或持续违反合同，（b）如果买方的股份或所有权发生控制权变更，（c）如果买方暂停（或有理由认为买方将暂停）或威胁暂停偿还债务，或无力偿还（或有合理可能性将无力偿还）到期债务或承认无力偿还债务或被视为无力偿还债务或出现与前述任何情况类似的任何情况，（d）如果买方发生（或有理由认为买方将发生）破产事件，（e）在任何时间，但须至少提前 7 天通知。**“破产事件”**是指买方（1）进入自愿/强制清算，（2）对其任何资产指定了接管人或行政接管人，或成为管理申请的对象，（3）与债权人达成安排或和解，或（4）在买方所在的所有司法管辖区发生与（1）至（3）具有同等效力的事件。**12.3** 无论出于何种原因终止/中止合同，（a）阿克苏诺贝尔向买方开具的所有发票金额，无论是否到期应付，均应立即到期应付，（b）已供应或承诺生产但尚未开具发票的产品应立即开具发票并成为欠款，（c）阿克苏诺贝尔在第 6 条中允许买方销售、转换或加工产品的许可应立即终止，（d）阿克苏诺贝尔可以（在不损害任何其他权利的情况下）收回或转售产品，并可以为此目的进入买方的场所。**12.4** 在任何情况下，买方都无权因合同终止而获得任何形式的费用或补偿。合同终止或到期后，买方应将阿克苏诺贝尔提供的所有保密信息（定义见下文），无论是书面形式还是电子形式，退还给阿克苏诺贝尔，并且不再使用这些信息。

TERMINATION: 12.1 Any accepted order shall not create any obligation on AkzoNobel in respect of any future orders. AkzoNobel shall be entitled to reject orders and otherwise terminate the relationship with Buyer at any time. **12.2** AkzoNobel shall be entitled to immediately terminate/suspend the Contract; (a) if Buyer materially or consistently breaches the Contract; (b) if Buyer undergoes a change of control in its shares or ownership, (c) if Buyer (i) suspends (or it is reasonably likely it will), or threatens to suspend, payment of its debts or is (or it is reasonably likely it will be) unable to pay its debts as they fall due or admits an inability to pay its debts or is deemed unable to pay its debts or anything analogous with any of the foregoing, (d) if Buyer suffers (or it is reasonably likely it will suffer) an Insolvency Event, or (e) at any time subject to at least 7 days' notice. **"Insolvency Event"** means the Buyer (i) entering voluntary/compulsory liquidation, (ii) having a receiver or administrative receiver appointed over any of its assets or being the subject of an application for administration, (iii) entering into an arrangement or composition with its creditors, or (iv) an event with equivalent effect to (i) to (iii) in any jurisdiction to which Buyer is subject. **12.3** On termination/suspension of the Contract for whatever reason; (a) all amounts invoiced by AkzoNobel to Buyer, whether or not due for payment, shall become due immediately, (b) Products supplied or committed to in manufacture but not yet invoiced shall be immediately invoiced and become owing, (c) AkzoNobel's permission for Buyer to sell, convert or process the Products set out in section 6 shall terminate immediately and (d) AkzoNobel may (without prejudice to any of its other rights)

recover or resell the Products and may enter Buyer's premises for that purpose. **12.4** Under no circumstances will Buyer be entitled to any form of fee or compensation arising from termination. Upon termination or expiry Buyer will return to AkzoNobel all confidential information (as defined below), whether in written or electronic format, supplied by AkzoNobel and will make no further use of the same.

13. **法律和争端解决: 13.1** 本条款和条件、合同以及阿克苏诺贝尔与买方之间的所有争议均受阿克苏诺贝尔地址（如本条款和条件每页顶部所示）所在国家和（如适用）州或省的法律管辖，但不包括《联合国国际货物销售合同公约》和指导任何其他司法管辖区法律的适用的任何法律选择规则。**13.2** 阿克苏诺贝尔与买方之间的任何争议，如果双方无法通过协议解决，将完全由阿克苏诺贝尔地址所在城市（或如果该城市没有此类法院，则由离该城市最近的法院）对争议标的具有管辖权的法院以及对该法院的判决和裁决具有上诉阶段审查权的法院解决。阿克苏诺贝尔和买方同意接受该法院的管辖权和审判地。

LAW AND DISPUTE RESOLUTION: 13.1 These Terms and Conditions, the Contract and all disputes between AkzoNobel and Buyer are governed by the laws of the country and, if applicable, state or province, in which AkzoNobel's address is located (as indicated on the top of each page of these Terms and Conditions), excluding the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. **13.2** Any disputes between AkzoNobel and Buyer that the parties are unable to resolve by agreement will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in the city in which AkzoNobel's address is located (or if no such courts exist in such city in such courts as are located closest to such city) and those courts having appellate level review over the decisions and rulings of such courts. AkzoNobel and Buyer consent to the jurisdiction and venue of such courts.

14. **其他事项: 14.1** 本条款和条件、合同以及阿克苏诺贝尔和买方商定的任何其他条款都是高度机密的，包含商业敏感信息（特别是价格表、返利详情和付款条件）。阿克苏诺贝尔和买方各自承诺履行保密义务，未经另一方事先书面同意，不向任何第三方披露本条款和条件或以任何形式直接或间接属于或与另一方或其关联方相关的任何其他保密信息。但是，如果法律、法院命令、法规或任何政府部门要求，一方可以披露该等信息。如果需要进行此类披露，被要求披露的一方应与另一方协商，以达成可披露信息的范围。**14.2** 阿克苏诺贝尔拥有产品和服务的所有知识产权，买方同意，未经阿克苏诺贝尔事先书面同意，不得以任何方式使用这些权利。买方同意赔偿阿克苏诺贝尔因买方侵犯阿克苏诺贝尔产品和服务的知识产权而已经或将要遭受的任何直接或间接损害、损失和法律费用。**14.3** 如果本条款和条件、合同或阿克苏诺贝尔与买方之间商定的其他条款中的任何规定在任何司法管辖区全部或部分无效、非法或不可执行，则不会影响任何其他条款的效力，或使该条款在任何其他司法管辖区无效或不可执行。阿克苏诺贝尔和买方将本着诚意进行协商，修改本条款和条件或约定的其他条款，以尽可能接近阿克苏诺贝尔和买方的初衷。**14.4** 所有通知均为书面形式，并视为已送达：（a）经专人递送或国际公认的商业快递递送；（b）如以预付邮资的一等邮件寄送时（要求回执，如有），则在寄出后第三（3）个工作日（阿克苏诺贝尔地址（如上所述）所在国家的周末或公共节假日除外）递送；或（c）如果在收件人正常营业时间内通过电子邮件发送（确认发送），则在发送之日；如果在收件人正常营业时间后发送，则在下一个工作日。通知必须按照不时通知的联系人地址或电子邮件地址发送给相关各方。**14.5** 未经阿克苏诺贝尔事先书面同意，买方不得转让本合同。阿克苏诺贝尔可随时转让或分包合同项下阿克苏诺贝尔的任何义务。**14.6** 合同中的任何条款均不得由非合同当事方的任何一方强制执行。**14.7** 在遵守第 7.4 条规定的前提下，任何一方未行使或延迟行使合同或法律规定的权利或补救措施，并不构成对该权利或补救措施或任何其他权利和补救措施的放弃。**14.8** 除非经双方书面同意，否则对本条款和条件或合同的任何变更均不具有约束力。

MISCELLANEOUS: 14.1 These Terms and Conditions, the Contract and any other terms agreed by AkzoNobel and Buyer are highly confidential and contain commercially sensitive information (in particular, the price list, rebate details and payment terms). AkzoNobel and Buyer each undertake to keep confidential and not to disclose to any third party these Terms and Conditions or any other confidential information in any form directly or indirectly belonging or relating to the other or its affiliates without the prior written consent of the other party, save that either party may disclose such information if required to do so by law, Court order, regulation or any governmental authority. Where required to make such disclosure, the party being required to make the disclosure shall consult with the other party to agree the scope of such disclosure. **14.2** AkzoNobel owns all intellectual property rights in the Products and Services and Buyer agrees that these rights may not be used in any way without AkzoNobel's prior written consent. Buyer agrees to indemnify AkzoNobel for any damages, losses and legal fees whether direct or indirect that AkzoNobel has incurred or will incur as a result of any infringement caused by Buyer of AkzoNobel's intellectual property rights in the Products and Services. **14.3** If any provision of these Terms and Conditions, the Contract or other terms agreed between AkzoNobel and Buyer is invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, this will not affect any other provision or invalidate or make unenforceable such provision in any other jurisdiction and AkzoNobel and Buyer will negotiate in good faith to modify these Terms and Conditions or other terms agreed to effect the original intent of AkzoNobel and Buyer as closely as possible. **14.4** All notices will be in writing and deemed given (a) when delivered by hand or an internationally recognized commercial courier; (b) on the third (3) Business Day (being a day other than a weekend day or public holiday in the country in which AkzoNobel's address (as indicated above) is located) after postage, if sent by first class mail, postage prepaid (return receipt requested, if available); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Notices must be sent to the respective parties at the address or email address of the contact person as notified from time to time. **14.5** The Contract may not be assigned by Buyer without AkzoNobel's prior written consent. AkzoNobel may at any time assign or sub-contract any of AkzoNobel's obligations under the Contract. **14.6** No term in the Contract shall be enforceable by any party which is not a party to it. **14.7** Subject to section 7.4, the failure or delay by either party to exercise a right or remedy provided by the Contract or by law does not constitute a waiver of that right or remedy or of any other rights and remedies. **14.8** No variation of these Terms and Conditions or the Contract shall be binding unless agreed in writing between the parties.