

Terms and Conditions of Sale for International Sales

国际销售条款和条件

1. GENERAL. Any and all sales of material (“Goods”) and any ancillary technical or other services (“Services” and, collectively with Goods, “Product”) by BVPV Styrenics LLC, Styropek USA, Inc., Grupo Styropek S. A. de C. V. or any of their subsidiaries or affiliates (as identified as the issuer of a SELLER’ s quotation, written confirmation of order, or invoice, the “SELLER”) to customers (“Buyer” and with the Seller, the “Parties”) located in countries outside of the United States shall be subject to all of the terms and conditions of sale set forth below except to the extent such terms and conditions of sale (“Terms”) are incompatible with the provisions that are contained in a written agreement between BUYER and SELLER that has been signed by a corporate officer of SELLER (“Written Agreement”). BUYER acknowledges actual receipt of these Terms in writing (as attached to SELLER’ s acceptance, confirmation, acknowledgement of order, or similar SELLER document) and can be accessed electronically by BUYER from SELLER’ s website at www.styropek.com). These Terms shall take precedence over any differing terms in any other documentation of BUYER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER. If BUYER’ s order or other form states terms additional to or different from those set forth in the Agreement (as defined below), these Terms shall be deemed notification of objection to such additional or different terms. No terms, conditions, or representations other than those set out in these Terms including, but not limited to terms, conditions or representations published or otherwise made by any employee, agent or representative of SELLER, verbally or in writing, shall be binding on SELLER unless expressly agreed to in writing and signed by a corporate officer of SELLER. In the event that BUYER and SELLER have entered into a Written Agreement, these Terms together with the Written Agreement shall constitute the entire agreement between BUYER and SELLER (these Terms, together with a Written Agreement (if any) are collectively referred to herein as, the “Agreement”). Acceptance of the Agreement by BUYER shall be deemed to have occurred at the earlier of:

1. 通则。BVPV Stirenics LLC、Styropek USA, Inc.、Grupo Styropek S. A. de C. V.或其任何子公司或附属公司（身份为卖方报价单、订单确认书或发票的开具人，以下简称“卖方”）向位于美国境外国家/地区的客户（以下简称“买方”，并与卖方合称“双方”）销售任何及所有材料（以下简称“货物”）和任何附属技术服务或其他服务（以下简称“服务”，并与货物合称“产品”）时，应遵守下述所有销售条款和条件，但该等销售条款和条件（以下简称“条款”）与买方和卖方之间经卖方公司高管签署的书面协议（以下简称“书面协议”）所作规定不一致的除外。买方确认已实际收到本条款的纸质版（随附于卖方的同意书、确认书、订单确认书或类似的卖方文件之后），且买方可以在卖方的网站 www.styropek.com 上查阅本条款的电子版。本条款优先于任何其他买方文件中注明的任何不同条款适用，包括但不限于，买方的任何信函、采购订单或订货单中注明的任何其他条款。如果买方的订货单或其他单据中注明了在协议（定义见下文）所述条款之外附加的或不同于协议所述条款的条款，则本条款应被视为对该等附加或不同条款的异议通知。本条款所述条款、条件或声明之外的任何其他条款、条件或声明，包括但不限于，卖方的任何员工、代理或代表以口头或书面形式发布或以其他形式规定的条款、条件或声明，对卖方均不具有约束力，但经卖方公司高管明确书面同意并签署的除外。如果买卖双方签订了书面协议，则本条款与该等书面协议将一同构成买卖双方之间的完整协议（本条款连同该等书面协议（如有）在本条款中合称“协议”）。买方在以下时间节点（以较早者为准）应被视为接受协议：

(i) 7 days from the date specified on SELLER's written confirmation of order unless written objection is received by SELLER during such 7 day period,

(i) 自卖方的订单确认书中注明的日期起第 7 天，但卖方在该等 7 天期限内收到书面异议的除外；

(ii) SELLER's identification of existing goods as goods to which this Agreement refers, or

(ii) 卖方认定现有货物为协议所指货物之时；或

(iii) onset of SELLER's manufacture of future goods.

(iii) 卖方开始制造将来的货物之时。

These Terms and any other Agreement, including all schedules, attachments, and/or exhibits, has been discussed, is written in and shall be interpreted in the English language. If these Terms and/or any other Agreement is translated into another language and/or registered with any governmental authority, except to the extent prohibited by applicable laws, statutes, ordinances, codes, regulations or other governing authorities including, without limitation, all environmental, workplace, health, and safety laws (collectively, “Applicable Laws”), such translation shall include the original English text alongside such translation and, in the event of any conflict or ambiguity the English version shall govern (except to the extent prohibited by Applicable Laws).

本条款和任何其他协议，包括所有附表、附件和/或附录，均已使用英文进行讨论和编写，因此应当使用英文进行解释。如果本条款和/或任何其他协议被翻译成其他语言和/或在任何政府机关登记，则除非适用法律、法令、条例、法典、法规或其他权威管辖法律（包括但不限于所有环境、工作场所、健康与安全法律）（合称“适用法律”）予以禁止，否则该等翻译应包含英文原文及其译文，如果二者之间有任何冲突或歧义，则应当以英文版本为准（但适用法律禁止的除外）。

2. PRICE AND PAYMENT TERMS. The price for Product will be as specified in SELLER's invoice. Unless otherwise specifically set forth in a document originating from SELLER, all prices are in U.S. dollars, are stated net EXW

2. 价格和付款条款。产品价格将在卖方开具的发票中注明。除非卖方出具的文件中另有明确规定，否则所有价格均以美元表示，且均为净值。产品在卖方指定的装运设施交货

<p>(INCOTERMS 2020) SELLER's designated shipping facility, provided however the Parties agree that SELLER shall arrange, and pay for, packaging and freight costs, but not insurance or applicable duties, taxes, tariffs, or other charges ("Charges") which may be imposed upon the sale or use of the Products. Such Charges shall remain BUYER's sole responsibility, and any such Charges paid by, or on behalf of, SELLER shall be for BUYER's account. If payment in full is not received by SELLER by the due date set forth in SELLER's invoice, or if no such due date is set forth in SELLER's invoice within thirty (30) days of the first to occur of BUYER's receipt of such invoice or delivery of the Product associated therewith, time being of the essence, and without setoff, withholding, counter-claim, abatement, or other deduction, then all sums then owing to SELLER by BUYER shall become due and payable immediately and SELLER shall be entitled, without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, to do all or any of the following:</p>	<p>(EXW) (2020年《国际贸易术语解释通则》), 但前提是双方同意, 卖方应安排包装和运送, 并支付相关费用, 但不包含保险或因销售或使用产品而可能征收的适用关税、税费或其他收费(以下简称“收费”)。该等收费应全部由买方承担, 因此卖方或卖方代表支付的任何该等收费应由买方报销。如果卖方在卖方开具的发票中注明的到期日之前, 或如果卖方开具的发票中未注明到期日, 则在买方收到该等发票或相关产品交付(以先发生者为准)后三十(30)天内, 未收到全额付款, 因此遭受损害, 并且没有抵消、预扣、反索赔、减免或其他扣减, 则买方当时欠卖方的所有款项应立即到期应付, 且在不损害卖方根据本条款、普通法、衡平法或其他法律可获得的权利或救济的前提下, 卖方也有权寻求以下全部或任何救济:</p>
<p>(i) to charge interest on any amount outstanding at the rate equal to the lesser of 1% (12% per year) or the maximum rate of interest permitted under Applicable Law (as defined in Section 7 below), payable on the first day of default and on the first day of every month thereafter until paid in full; and/or</p>	<p>(i) 对任何未偿付金额收取利息, 利率为1%(年利率为12%)或适用法律(定义见下文第7条)所容许的最高利率(以较低者为准), 计息期为违约的第一天和此后每月的第一天到全额付清; 和/或</p>
<p>(ii) to cancel or suspend any or all further provision of Product hereunder and under any other contract between SELLER and BUYER, without notice.</p>	<p>(ii) 废止或中止本条款以及买卖双方之间的任何其他合同对“产品”作出的任何或所有进一步规定, 恕不另行通知。</p>
<p>BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees and costs of collection, incurred by SELLER in protecting or enforcing any of its rights under the Agreement. SELLER may, at its sole discretion, change any transportation term, any price change notification period, any pricing related provision or any other commercial terms by delivering written notice (the "Change Notice") to BUYER in accordance with Section 11 below. The Change Notice shall specify the change and the effective date of the change, which shall be no less than fifteen (15) days after the date of the Change Notice. No later than fifteen (15) days after the date of the Change Notice, BUYER shall deliver to SELLER written notice specifying whether BUYER accepts or rejects the change described in the Change Notice (the "Buyer Notice"). If BUYER does not deliver the Buyer Notice within such period, BUYER shall be conclusively deemed to accept the change as described in the Change Notice. If BUYER delivers within such period a Buyer Notice citing such change, SELLER shall, no later than ten (10) days after the date of delivery of Buyer Notice, deliver written notice to BUYER pursuant to which SELLER either withdraws the change or terminates any contract with BUYER for the sale of Product (and any such termination shall be without penalty to, or liability of, SELLER) on or before the thirtieth (30th) day after the date of delivery of the Buyer Notice. The change specified in the Change Notice shall operate from its effective date until it is withdrawn, superseded by another Change Notice or the contract for the sale of Product is terminated. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER acknowledges from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of Product purchased hereunder. Additionally, in the event that SELLER determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that BUYER is not credit worthy or is unable to pay its debts as they fall due, to the maximum extent permitted under Applicable Law, SELLER may</p>	<p>买方还应根据要求向卖方支付卖方为保护或执行其在协议项下的任何权利而发生的所有支出, 包括合理的法律费用和催收费用。卖方可自行决定变更任何运输条款、任何价格变更通知期、任何定价相关规定或任何其他商业条款, 但须根据下文第11条书面通知买方(以下简称“变更通知”)。变更通知应注明变更内容及生效日期, 变更生效日期不得早于变更通知发出之日后十五(15)天。买方应在变更通知发出之日后十五(15)天内向卖方发出书面通知, 说明买方是接受还是拒绝变更通知中注明的变更(以下简称“买方通知”)。如果买方未在该等期限内发出买方通知, 则买方将被认定为接受变更通知中注明的变更。如果买方在该等期限内发出买方通知, 并在其中引述该等变更, 则卖方应在买方通知发出之日后十(10)天内向买方发出书面通知, 根据该等书面通知, 卖方可以在买方通知发出之日后三十(30)天内撤销变更或终止与买方就销售任何产品签订的合同(卖方对任何该等终止无需受到任何处罚或承担任何责任)。变更通知中注明的变更应从生效日期起生效, 直至被撤销、因另一变更通知作废或产品销售合同终止。卖方可自行决定就根据本条款购买的产品向买方给予信贷, 前提是遵守卖方不时确认的条款和条件。买方同意并确认, 卖方可随时拒绝向买方给予信贷或延长信贷期限, 或卖方可要求买方立即偿还与根据本条款购买的产品相关的所有未偿债务。此外, 如果卖方在开始履行本条款项下的义务之前或之后的任何时间, 自行全权决定买方信誉不佳或无力偿还到期债务, 则在适用法律允许的最大限度内, 卖方可修改付款条款, 但须通知买方, 包括要求在装运前用现金付款。</p>

change the payment terms upon notice to BUYER, including requiring payment be made by cash in advance of shipment.	
3. LIMITED WARRANTIES; INSPECTION AND CLAIMS PROCEDURES.	3. 有限保证；检查和索赔程序。
a) Limited Warranty for Goods. SELLER warrants that Goods supplied by SELLER to BUYER shall be in accordance with SELLER's standard manufacturing specifications, when delivered. This limited warranty does not apply beyond the original sale of Goods to BUYER, to Goods that are manufactured by third parties, or to defects, damage or loss of Goods caused by:	a) 货物的有限保证。卖方保证其向买方供应的货物在交付时符合卖方的标准制造规范。除了原始出售给买方的货物，本有限保证不适用于第三方制造的货物或货物因以下原因出现的缺陷、损坏或灭失：
(i) abnormal wear and tear;	(i) 异常损耗；
(ii) misuse, accident, neglect, improper application, testing, storage or installation, overloading, abnormal physical stress, abnormal environmental conditions, or use or installation contrary to any instructions issued by SELLER;	(ii) 滥用、事故、疏忽、使用不当、测试、存储或安装、超载、物理压力异常、环境条件异常，或不遵守卖方作出的任何说明进行使用或安装；
(iii) any cause beyond the control of SELLER;	(iii) 在卖方控制范围之外的任何事由；
(iv) unauthorized use in combination with third party-manufactured product; or	(iv) 未经授权与第三方制造的产品结合使用；或
(v) claims asserted by BUYER after the expiration of the Inspection Period (as defined below).	(v) 买方在检查期（定义见下文）届满后提出索赔。
Any unauthorized modification or adjustment of Goods voids the limited warranty set forth herein. BUYER shall inspect Goods within thirty (30) days of receipt (the " Inspection Period ") and either accept or reject such Goods as being in conformity with the warranty set forth herein. BUYER will be deemed to have accepted such Goods and SELLER shall have no liability for any nonconformity with respect thereto unless BUYER notifies SELLER in writing of the alleged nonconformity and provides substantiating documentation with respect thereto to SELLER during the Inspection Period. If BUYER timely notifies SELLER of alleged nonconforming Goods (together with substantiating documentation) and if SELLER determines that Goods do, in fact, fail to conform to the warranty herein, SELLER shall, in its sole discretion:	未经授权对货物进行任何改动或调整将导致本条款所述有限保证失效。买方应在收到货物后三十 (30) 天内（以下简称“ 检查期 ”）检查货物，随后接受或拒绝符合本条款所述保证的货物。如果买方未能在检查期内书面通知卖方指控的不合规项，并向卖方提供证明文件，买方将被视为已验收该等货物，因此卖方对该等货物的不合规项概不负责。如果买方及时通知卖方指控的货物不合规项，并提供证明文件，且卖方确定该等货物确实不符合本协议所述保证，则卖方应自行决定：
(1) replace such Goods;	(1) 更换该等货物；
(2) refund the purchase price for such Goods; or	(2) 按该等货物的购买价格退款；或
(3) credit the purchase price for such Goods to BUYER's account for use against future sales made by SELLER to BUYER.	(3) 将该等货物的购买价格贷记到买方账户，日后用于抵消卖方将来向买方销售的价款。
BUYER acknowledges and agrees that the remedies set forth in this Section are BUYER's exclusive remedies for the delivery of Goods that are confirmed to fail to conform to the limited warranty set forth herein.	买方确认并同意，本条规定的救济是买方就货物交付经确认不符合本条款所述保证可获得的唯一救济。
b) Limited Warranty for Services. SELLER warrants for the two (2)-week period commencing on completion of any Services (the " Services Warranty Period ") that it will perform such Services using personnel of required skill, experience, and qualifications and in a professional manner (the " Services Limited Warranty "). Except as set forth in the immediately preceding sentence, Services provided hereunder are provided on an as-is, where is basis with no other warranty whatsoever. BUYER shall notify SELLER in writing during the Services Warranty Period of any alleged failure of the Services to conform to the Services Limited Warranty. Any failure to properly and timely notify SELLER hereunder within the Services Warranty Period of an alleged failure of the Services to conform to the Services Limited Warranty shall be deemed to be an acceptance by BUYER of the Services and a waiver by BUYER of any rights under such Services Limited Warranty. In the event that BUYER believes in good faith that Services fail to conform to the Services Limited Warranty, and SELLER verifies the same, BUYER's sole and exclusive remedy shall be for SELLER to repair or re-perform any Services (or the defective portion thereof), or for	b) 服务的有限保证。卖方保证在完成任何服务后两 (2) 周内（以下简称“ 服务保证期 ”）内，其将使用具备所需技能、经验和资质的人员以专业的方式履行该等服务（以下简称“ 服务有限保证 ”）。除非前款另有规定，根据本条款提供的服务均按“原样”提供，无任何其他保证。买方应在服务保证期内书面通知卖方指控的任何服务不符合服务有限保证之情形。如果买方未能在服务保证期内根据本条款正确、及时通知卖方指控的服务不符合服务有限保证之情形，则买方应被视为已验收服务，并放弃根据该等服务有限保证享有的任何权利。如果买方善意地认为服务不符合服务有限保证，且卖方进行了核实，则买方唯一可获得的救济应当为，卖方自行决定选择修复或重新履行任何服务（或其缺陷部分），或贷记或退还该等服务的费用，但前提是，卖方修复或更换缺陷服务或贷记或退还该等服务的费用之义务以买方在服务保证期内及时书面通知卖方为条件。

<p>SELLER to credit or refund the fees for such Services, as SELLER may elect in its sole discretion; provided, however, that SELLER's obligation to repair or replace defective Services or credit or refund the fees for such Services is conditioned upon BUYER timely notifying SELLER in writing during the Services Warranty Period.</p>	
<p>c) Warranty Terms Applicable to All Products. SELLER's advice relating to the technical usage of Product or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with SELLER's knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve BUYER from the obligation, and BUYER accepts full responsibility, to confirm for itself the suitability of Product for BUYER's intended purpose(s). The limited warranties described in this Section 3 are in lieu of all other warranties. <u>BUYER and SELLER agree that SELLER does not make or intend, and SELLER does not authorize any agent or representative to make any other warranties, express or implied and that SELLER expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, any warranty against infringement of intellectual property rights of a third party, or with respect to services any warranty of title, whether or not that purpose is known to SELLER. All other warranties and conditions, express or implied, not specifically agreed to in writing by SELLER, are expressly excluded.</u></p>	<p>c) 适用于所有产品的保证条款。卖方就产品或他人知识产权的技术用途提供的建议，无论是采用口头形式或书面形式，还是以测试结果的形式，均根据卖方当时所掌握的信息提供，但在任何时候都应被视为不具约束力。该等建议并不免除买方自行确认产品是否适合其预期用途的义务，且买方对此承担全部责任。本第 3 条所述有限保证代替所有其他保证。<u>买方和卖方约定，卖方不作出或有意作出，卖方也不授权任何代理或代表作出，任何其他明示或暗示保证。卖方明确否认对适销性、特定用途适用性的任何暗示保证，以及对不侵犯第三方知识产权的任何保证，或服务而言，对所有权的任何保证，无论卖方是否知道该目的。明确排除所有其他未经卖方明确书面同意的明示或暗示保证和条件。</u></p>
<p>4. SELLER'S RIGHT TO ACCEPT OR REJECT ORDERS AND QUANTITY OF GOODS. SELLER has the right, in its sole discretion, to accept or reject any purchase order or other request submitted by BUYER subject to the terms of any applicable Written Agreement. SELLER shall accept such an order or request, if at all, by confirming the same (whether by written or verbal confirmation, sales order confirmation or other acknowledgment, invoice or otherwise, including by the act of purchasing items for resale to BUYER, the act of purchasing raw material or other items for production of Goods or in anticipation of providing Services for BUYER, or the act of otherwise initiating production of Product for BUYER) or by delivering Product, whichever occurs first. No order is binding on SELLER unless accepted by SELLER as provided in these Terms. BUYER unconditionally agrees to purchase all Product in an order accepted by SELLER pursuant to these Terms and BUYER shall have no right to cancel an order once accepted by SELLER. SELLER will not be required to deliver to BUYER a quantity of Goods exceeding that specified in the Written Agreement or, if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. If no monthly quantity is specified in the Written Agreement, SELLER may limit the quantity to be supplied in any month to the lesser of the minimum annual volume divided by twelve or the average of the monthly quantities shipped during the expired months of the Written Agreement. SELLER's certified scale tickets shall determine the quantity of all bulk shipments, whether by rail, truck or otherwise. SELLER reserves the right to deliver Goods deviating from the specified weight or quantity by up to 1.5%. In the event that SELLER re-weighs a bulk shipment at the request of BUYER, all costs of such re-weigh shall be paid by BUYER.</p>	<p>4. 卖方接受或拒绝订单的权利及货物数量。卖方有权自行决定接受或拒绝买方根据任何适用书面协议的条款提交的任何采购订单或其他请求。卖方应确认该等订单或请求（无论是书面确认或口头确认、使用销售订单确认书或其他确认书、发票或其他方式，包括购买商品转售给买方、购买用于生产货物的原材料或其他商品，或预期为买方提供服务，或以其他方式为买方开始生产产品）或交付产品（以先发生者为准）来接受该等订单或请求（如有）。除非卖方按照本条款的规定接受订单，否则任何订单均对卖方不具有约束力。买方无条件同意根据本条款购买卖方接受的订单中注明的所有产品，且卖方接受订单后，买方无权取消订单。卖方无需向买方交付超出书面协议规定数量的货物，或如果买卖双方未签订书面协议，则无需交付超出卖方在确认买方订单时声明的数量的货物。如果书面协议中未注明每月交付的数量，则卖方可以将任何月份的供应数量限制为最低年供应数量的十二分之一，或书面协议已过有效期内每月发运数量的平均值（以较少者为准）。卖方出具的认证磅票应确定所有散装发运的数量，无论是使用轨道车、卡车还是其他方式运输。卖方保留权利交付与规定重量或数量误差不超过 1.5% 的货物。如果卖方应买方的请求，对散装发运的货物重新称重，则一切相关费用应由买方承担。</p>
<p>5. DELIVERY. Goods will be delivered by SELLER when the Goods are placed in the custody of the first carrier engaged to transport the Goods. Title, together with the risks and benefits of ownership including without limitation the risk of loss of Goods, shall pass to BUYER when the Goods are delivered to BUYER. Notwithstanding the foregoing, to secure BUYER's payment obligations hereunder, BUYER hereby grants to SELLER a purchase</p>	<p>5. 交付。卖方将货物交由为运输货物聘请的第一承运人保管后即完成交货。所有权，连同所有权的风险和利益（包括但不限于，货物灭失的风险），应在向买方交货时一起转移给买方。尽管有前述规定，为了保证买方履行其在本条款项下的付款义务，买方特此授予卖方以下买方现有或此后购得的个人财产上的或附带的买款担保权益：</p>

money security interest in and to the following currently existing or hereafter acquired personal property of BUYER:	
(i) all Goods in BUYER' s inventory, and	(i) 买方库存中的所有货物；以及
(ii) proceeds of Goods, including, without limitation, all accounts, contract rights, cash and general intangibles arising from the sale or other disposition of Goods, and all payments under insurance (whether or not SELLER is a loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to Goods or such proceeds thereof.	(ii) 货物产生的收益，包括但不限于，所有账款、合同权利、因销售货物或以其他方式处置货物而产生的现金和一般无形资产，以及所有保险理赔款（无论卖方是否为保险受益人），或因货物或该等收益损失或损坏或其他原因而应支付的任何赔偿、保证或担保赔偿。
BUYER authorizes SELLER to file such financing statements, continuations, and amendments, and to do all such other acts, as in SELLER' s judgment may be necessary or appropriate to establish, perfect, and maintain a valid and prior security interest in the collateral described above.	买方授权卖方提交卖方认为必要或适当的财务报表、续篇和修订，并采取卖方认为必要或适当的所有其他行动，以在上述担保品上设立、确立和保有有效、优先担保权益。
BUYER will promptly load or unload Goods at the Transportation Destination (as defined below) at its own risk and expense, including any demurrage or detention charges by SELLER or carrier. Delivery times or dates provided by SELLER are estimates for planning purposes only and time shall not be of the essence and SELLER' s liability for early, late or failure to deliver is expressly subject to the provisions of Section 7 and Section 8 of these Terms. Upon arrival and placement of the railcar, bulk truck, or other transporting vehicle (the " Equipment ") at the Transportation Destination, BUYER will be responsible for promptly unloading the Equipment in a manner that does not damage the Equipment, and for promptly releasing the Equipment empty, and in a condition suitable for loading by SELLER. BUYER shall make no use of such Equipment other than BUYER may use, subject to any demurrage or detention charges, the Equipment for temporary storage of Goods at the Transportation Destination only while promptly unloading. Without limiting the foregoing, BUYER shall not use such Equipment to transport or store any other products. At no time prior to the empty return to SELLER of any railcar used to deliver Goods shall BUYER cause the railcar to be transported to any other location without the express prior written consent of SELLER. All movement or temporary storage of any such railcar shall be at the risk and expense of BUYER and BUYER shall indemnify and hold SELLER harmless from any claims, costs, expenses or damages arising from the unloading, movement, or temporary storage or other use of the railcar prior to its empty return to SELLER. Without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, failure by BUYER to take delivery of any one or more installments of Goods delivered in accordance with these Terms shall entitle SELLER to either:	买方应在货物抵达运输目的地（定义见下文）后立即装卸货物，风险自负，且费用自理，包括卖方或承运人收取的任何滞期费或滞留费。卖方提供的交付时间或日期仅为预估，方便作出规划，时间规定并不会产生实质性影响，且卖方就提前、延误或未能交货承担的责任明确受本条款第 7 条和第 8 条的规定约束。轨道车、散运卡车或其他运输车辆（以下简称“ 设备 ”）抵达并停放在运输目的地后，买方应负责及时卸下设备装载的货物，不得损坏设备，并应在设备清空，适合卖方装货后及时放行。除了在及时卸货时使用该等设备在运输目的地暂时存放货物（须支付滞期费或滞留费）之外，买方不得使用该等设备。在不限制前述规定的前提下，买方不得使用该等设备运输或存放任何其他产品。未经卖方事先明确书面同意，买方不得在用于交付货物的任何轨道车清空返还给卖方之前的任何时候将该等轨道车开到任何其他地点。买方移动任何该等轨道车或使用该等轨道车临时存放货物的风险和费用均由买方自负。买方应就在轨道车清空返还给卖方之前卸货、移动、暂时存放货物或其他用途引发的任何索赔、成本、支出或损害，对卖方进行赔偿，并保护其免受该等伤害。在不损害卖方根据本条款、普通法、衡平法或其他法律可享有的任何其他权利或救济的前提下，如果买方未能接收根据本条款交付的任何一批或多批货物，则卖方有权：
(1) return and store such Goods until they are ready for collection and charge BUYER for the cost of the return and storage and all other costs and expenses incurred in connection therewith; or	(1) 收回并存放该等货物，直至买方收货，并向买方收取收回和存放货物的费用，以及与之相关的所有其他成本和支出；或
(2) sell such Goods to an alternative purchaser at a price to be determined by SELLER with BUYER remaining liable to SELLER for any difference in the sale proceeds thereof and the cost of undertaking such alternative sale.	(2) 以卖方确定的价格将该等货物出售给替代买方，同时买方须赔偿卖方该等货物的销售收益与进行该等替代销售发生的成本之间的差额。
Services will be performed at such time or times as are agreed upon in writing by SELLER and BUYER.	服务将在买卖双方书面约定的一个或多个时间履行。
6. TRANSPORTATION DESTINATION. As further detailed in Section 2 above, notwithstanding the EXW shipping term, SELLER shall arrange for and pay for transportation of Goods to the transportation destination specified in the bill of lading (" Transportation Destination ").	6. 运输目的地。尽管上文第 2 条详细规定了 EXW 发运条款，卖方仍应安排将货物运输到提单中指定的运输目的地（以下简称“ 运输目的地 ”），并支付相关费用。
7. LIMITATIONS ON LIABILITY AND INDEMNIFICATION. SELLER's total liability for product sold hereunder, whether	7. 责任限制及赔偿。卖方就根据本条款销售的产品承担的全部责任，无论是合同责任、侵权责任、过失责任还是基于任

<p><u>based on contract, tort, negligence or any other legal or equitable theory, will not exceed the selling price of the goods involved in the claim or the fees for the services rendered, as applicable. To the greatest extent permitted by Applicable Law, neither Party will be liable to the other for any prospective profits, special, incidental, indirect, exemplary, consequential, enhanced or punitive damages, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen, regardless of the legal or equitable theory (contract, tort, negligence or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Subject to the express terms of these Terms (including without limitation section 3 hereof that provides for a shorter period with respect to warranty claims), all claims against SELLER arising in connection with these Terms and the transactions hereunder must be brought within one year after the cause of action arises, and BUYER expressly waives any longer statute of limitations.</u> Depending on where a BUYER is located, Applicable Laws may not allow for some or all of the liabilities as set forth above to be excluded. In such cases these provisions shall be reformed and interpreted in accordance with section 12 below. BUYER assumes all risk and responsibility for handling of the Product following delivery, for the results obtained by the use of the Product in a manufacturing process or otherwise, and for the results obtained by the use of the Product in combination with other substances, irrespective of the fact that such use or handling of Product is in accordance with any description, advice, or suggestion of SELLER. The provisions of this section 7 will survive termination or performance of this transaction. BUYER will defend, indemnify, and hold SELLER, its officers, agents, employees and principals, harmless from and against any and all liability (whether strict or otherwise) for any claim, loss or expense, direct or indirect, on account of:</p>	<p><u>何其他普通法或衡平法理论的责任，均不得超过索赔所涉货物的售价或所提供服务的费用（如适用）。在适用法律允许的最大限度内，任何一方均不就任何潜在利润损失、特殊损害、附带损害、间接损害、惩戒性损害、后续损害、加重损害或惩罚性损害对另一方承担责任，无论是否已事先披露或可合理预见该等损害的可能性、无论索赔基于哪些普通法或衡平法理论（合同责任、侵权责任、过失责任或其他责任），以及即使就其基本目的商定的任何救济或其他救济失败。在遵守本条款的明示条款（包括但不限于，本条款第 3 条，其中规定了更短的保证索赔期限）的前提下，因本条款和本条款规定的交易对卖方提出的所有索赔必须在诉讼事由发生后一年内提出，且买方明确放弃任何更长的诉讼时效。适用法律可能不允许排除上述部分或全部责任，具体视买方所在地而定。在这种情况下，该等规定应根据下文第 12 条进行改写和解释。买方就在交付后处理产品、在制造工艺流程中使用或以其他方式使用产品所获得的结果，以及结合其他物质使用产品所获得的结果承担全部风险和责任，即使该等产品用途或处理遵循了卖方的任何说明、意见或建议。本第 7 条的规定在本交易终止或执行完毕后继续有效。买方将就以下原因直接或间接引发的任何索赔、损失或支出所产生的任何及所有责任（无论是严格责任还是其他责任）为卖方、其高管、代理、员工和负责人进行辩护、对其进行赔偿并保护其免受该等伤害：</u></p>
<p>(i) any injury, disease, or death of any person (including BUYER's employees and customers) or damage to property (including BUYER's or its customers') arising out of the transportation, storage, handling, sale, use in any manufacturing process or disposal of Goods from and after their delivery by or on behalf of SELLER;</p>	<p>(i) 在卖方或其代表交付货物后运输、存放、处理、销售、在任何制造工艺流程中使用，或处置货物造成的任何人员（包括买方员工和客户）伤害、患病或死亡，或财产（包括买方财产或其客户的财产）损害；</p>
<p>(ii) any injury, disease, or death of any person (including SELLER's personnel) or damage to property (including SELLER' s personal property) arising out of the acts or omissions of BUYER or its personnel while SELLER or its personnel are providing Services; or</p>	<p>(ii) 买方或其人员在卖方或其人员提供服务期间的作为或不作为造成的任何人员（包括卖方人员）伤害、患病或死亡，或财产（包括卖方的私人财产）损害；或</p>
<p>(iii) BUYER' s violation of these Terms or any Applicable Laws.</p>	<p>(iii) 买方违反本条款或任何适用法律。</p>
<p>8. EXCUSES FOR NONPERFORMANCE. Either SELLER or BUYER will be excused from its obligations (other than payment obligations) hereunder to the extent that performance is delayed or prevented by any circumstances, direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbance, terrorism, floods, accidents, explosion, mechanical breakdown, strikes or other labor trouble, national or regional emergency, including without limitation pandemics, epidemics or quarantine restrictions, temporary plant shutdown or ultimate closure, supply chain disruption, action by any governmental authority, Applicable Laws, shortage of adequate power or transportation facilities, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, SELLER will be so excused in the event it is unable to acquire from its usual sources on terms it deems to be reasonable, any raw materials or other items</p>	<p>8. 不履行义务的正当理由。如果履行义务因任何直接或间接合理超出控制范围的情形，包括但不限于，火灾、战争、内乱、恐怖主义、洪灾、事故、爆炸、机械故障、罢工或其他劳动纠纷、国家或地区紧急情况（包括但不限于疫情或检疫限制）、临时工厂停工或最终关停、供应链中断、任何政府机关采取的行动、适用法律、电力或运输设施不足、产品常用运输方式不可用或受到干扰，或遵守任何法律、法规、任何政府机关的命令、建议或要求，而延误或受阻，则卖方或买方可以此为正当理由免除其在本条款项下的义务，但付款义务除外。此外，如果卖方无法根据其认为合理的条款从其常用来源获取制造或提供产品所必需的任何原材料或其他商品，或如果设备全部或任何部分、劳动力、实体工厂、设施或卖方认为制造或提供产品所必需的其他事物有所减少或不再根据卖方确定的在商业上合理的条款提供给卖方，卖方也可以此为正当理由免除自身义务。如果出于这种情况，卖方的任何生产设施缺少任何产品，卖方无义务为买方更改其供应设施、为买方购买产品或相关原材料，或为买方更改产品</p>

necessary for manufacturing or providing the Product, or if all or any portion of the equipment, labor, physical plant, facility(ies) or other matters necessary in SELLER' s determination for the manufacture or provision of Product is diminished or ceases to be made available to SELLER on commercially reasonable terms as determined by SELLER. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's production facilities, SELLER will not be obligated to change its supply point for BUYER, purchase Product or associated raw materials for BUYER or to change the facility where Product is manufactured for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines is reasonable. Quantities of Product consequently not shipped will be deducted from any applicable remaining quantity obligation.

制造设施，以便履行本协议。卖方可以其认为合理的方式，在自己、其附属公司和所有客户之间分配可用产品。在这种情况下未发运的产品数量将从任何适用的剩余供应数量义务中扣除。

9. RESPONSIBLE CARE®. BUYER and SELLER agree that they are each fully committed to the principles of Responsible Care (the chemical industry' s environmental, health, safety and security performance initiative, as further detailed below for purposes of these Terms). BUYER will familiarize itself with all Technical Data Sheet, Safety Data Sheet and other technical information made available, or otherwise transmitted, to BUYER by SELLER with respect to the handling, storage, safety, transport, and/or use of the Goods (collectively, "SELLER Data Sheets"). BUYER acknowledges that the SELLER Data Sheets contain Goods information and describes precautions, if required, associated with such things as environmental, safety, and health information including without limitation transportation, delivery, unloading, discharge, storage, handling, and use of the Goods, as applicable. BUYER will instruct its personnel, agents, contractors, customers or any third party who may be exposed to the Goods about such information and precautions, and any requirements and/or risks involved in using or handling the Goods and to make copies of information made available by SELLER to such parties. BUYER assumes full liability and responsibility for compliance with the SELLER Data Sheets and to ensure no misuse of the Goods in any manner. After delivery by SELLER hereunder, BUYER assumes full liability and responsibility for compliance with the SELLER Data Sheets and to ensure no misuse of the Goods in any manner. BUYER shall comply with all Applicable Laws and the codes of practice of the American Chemistry Council or the Chemistry Industry Association of Canada, as the case may be (collectively, the "Codes of Practice"), including without limitation with respect to its use, handling, storage, transportation and disposal of Goods. BUYER and SELLER (in either case, herein referred to as the "Notifying Party") shall have the right, but not the obligation, to suspend delivery or receipt of Goods upon thirty (30) days prior written notice to the other Party (herein referred to as the "Receiving Party") if, in the Notifying Party's judgment, the Receiving Party is not in conformance with all such Applicable Laws and Codes of Practice. Delivery or receipt of Goods will recommence at the time when the Notifying Party, in its sole judgment, is satisfied that the Receiving Party is in conformance with all such Applicable Laws and Codes of Practice. If the Receiving Party is unable or unwilling to conform to such requirements within ' ninety (90) days of receiving the Notifying Party' s notice that it is suspending delivery or receipt of Goods, the Notifying Party shall have the right, but not the obligation, to terminate any order for Goods or any Written Agreement between SELLER and BUYER for the supply of Goods. Subject to mutually agreeable times and formats, each of the Parties agrees to allow the other access to its facilities from time to

9. RESPONSIBLE CARE®。买卖双方约定，各自完全遵守 Responsible Care 原则（就本条款而言，是指化学工业的环境、健康、安全与保障绩效倡议，详见下文）。买方应熟悉卖方就货物处理、存放、安全、运输和/或使用向买方提供或以其他方式传输的所有技术数据表、安全数据表和其他技术信息（合称“卖方数据表”）。买方确认，卖家数据表包含货物信息，并在需要时描述了与环境、安全和健康信息相关的预防措施，包括但不限于，运输、交付、卸货、存放、处理和使用货物（如适用）。买方将指示其人员、代理、承包商、客户或可能接触到货物的任何第三方了解该等信息和预防措施，以及使用或处理货物所涉及的任何要求和/或风险，并指示前述各方将卖方向其提供的信息制作成副本。买方全权负责遵守卖方数据表中的规定，并确保不会以任何方式滥用货物。卖方根据本条款交货后，买方全权负责遵守卖方数据表中的规定，并确保不会以任何方式滥用货物。买方应遵守所有适用法律和美国化学理事会或加拿大化学工业协会的行为准则（视情况而定，合称“行为准则”），包括但不限于，货物的使用、处理、存放、运输和处置。买方和卖方（在任何一种情况下，以下简称“**通知方**”）如果认为另一方（以下简称“**接收方**”）未遵守所有该等适用法律和行为准则，则通知方有权，但无义务，提前三十 (30) 天书面通知接收方来中止交付或接收货物。如果通知方自行作出判断后确信接收方已遵守所有该等适用法律和行为准则，通知方将恢复交付或接收货物。如果接收方在收到通知方发出的中止交付或接收货物通知后九十 (90) 天内无法或不愿遵守该等要求，则通知方有权，但无义务，终止任何货物订单或买卖双方之间就供应货物签订的任何书面协议。在双方共同同意时间和形式的前提下，双方均同意允许另一方不时访问其设施，以评估其是否遵守了所有适用法律和行为准则，但前提是该等评估不应旨在或被解读为声明或保证合规。执行、未能执行或疏于执行任何该等评估不应在买卖双方或任何其他方之间引发任何形式的责任。如果在根据本条款运输货物的过程中发生事故，卖方可自行决定提供技术顾问，就货物的处理向应急响应人员提供建议，但在任何情况下，该等建议均不应被解读为卖方因该等货物或事故而对买方承担任何责任或义务。

<p>time to assess conformance by the other Party with all Applicable Laws and Codes of Practice, provided that no such assessment shall be intended or interpreted as a representation or warranty of conformance, and there shall be no liability of any kind created between SELLER and BUYER or any other party in connection with the performance, failure to perform, or negligent performance of any such assessment. In the event of an incident during transportation of Goods hereunder, SELLER may at its discretion provide technical advisors to advise emergency response personnel on the handling of Goods, but in no event shall such advice be interpreted or construed as creating any duty, liability or obligation to BUYER on the part of SELLER with respect to such Goods or incident.</p>	
<p>10. TERMINATION. In addition to any other right or remedy specified in these Terms or that is available to SELLER at law, in equity or otherwise, SELLER may terminate any or all transactions hereunder upon written notice to BUYER and without liability therefore if: (i) BUYER breaches any provision of these Terms (other than its obligation to pay any amount hereunder which is addressed in Section 2), and either the breach cannot be cured or, if the breach can be cured, it is not cured by BUYER within fifteen (15) days after BUYER's receipt of written notice of such breach; (ii) BUYER becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; (iii) BUYER fails to observe or perform any term, covenant or condition on BUYER's part to be observed or performed under any agreement with SELLER, other than these Terms, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default; or (iv) if BUYER sells, transfers or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.</p>	<p>10. 终止。在以下情况下，除了本条款中规定的或卖方根据普通法、衡平法或其他法律可享有的任何其他权利或救济之外，卖方还可书面通知买方来终止本条款规定的任何或所有交易，无需对此承担任何责任：(i) 买方违反本条款的任何规定(第 2 条规定其支付本条款规定的任何金额的义务除外)，且该等违约行为无法纠正，或如果能够纠正，买方在收到该等违约行为的书面通知后十五 (15) 天内未予以纠正；(ii) 买方无力偿债，或自行提交自愿或非自愿破产申请，或根据任何其他破产法，出于其债权人的利益进行或试图进行一般转让，或申请或同意为其大部分财产指定受托人、接管人或保管人，或通常无力偿还到期债务；(iii) 买方未能遵守或履行根据与卖方签订的任何协议（本条款除外）应予遵守或履行的任何条款、承诺或条件，并在该等其他协议为补救该等违约行为规定的宽限期后继续违约；或 (iv) 买方出售、转让或处置其全部或大部分资产，或与任何其他实体兼并或合并。</p>
<p>11. NOTICES. Notice by either SELLER or BUYER shall be by prepaid mail or facsimile addressed to the other Party at its address set out in any Written Agreement. If there is no Written Agreement, notices to BUYER will be sent to the address to which invoices are sent by SELLER and notice to SELLER will be sent to the attention of Vice President, Legal at 1555 Coraopolis Heights Road, Moon Township, PA 15108. Notice will be considered given ten days following the time it is deposited with the Postal Service, or internationally recognized express courier, in the case of mail and when faxed with a receipt confirmation in the case of facsimile.</p>	<p>11. 通知。卖方或买方发出的通知应按照任何书面协议中注明的地址，通过预付邮资的邮件或传真发送给另一方。如果没有签订任何书面协议，则发给买方的通知应当寄送至卖方寄送发票的地址，而发给卖方的通知应当寄送给法务部副总经理，地址为 1555 Coraopolis Heights Road, Moon Township, PA 15108。如果是邮寄，通知将在邮政服务或国际上认可的快递公司寄出后第十天被视为送达，如果是传真，则在发送传真后收到回执确认之时被视为送达。</p>
<p>12. SEVERABILITY AND WAIVER. Should any provision of these Terms be or become illegal, invalid, or unenforceable, such provision shall be considered separate and severable from these Terms and the remaining provisions shall remain in force and be binding upon SELLER and BUYER as though such provision had never been included. Any waiver by SELLER of any breach of any term or condition of these Terms shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.</p>	<p>12. 可分割性和弃权。如果本条款的任何规定非法、无效或不可强制执行，则该等规定应被视为与本条款分割，其余规定仍应有效并对买卖双方具有约束力，如同本条款从未纳入该等规定。卖方放弃对违反本条款所述任何条款或条件的任何行为享有的任何权利不应被解读为或被视为放弃对未来违反该等条款或条件的行为享有的任何权利。</p>
<p>13. ASSIGNMENT. Neither these Terms nor any Written Agreement may be assigned in whole or in part by BUYER, whether by operation of law or otherwise, without the express prior written consent of SELLER, which consent may be withheld for any reason whatsoever.</p>	<p>13. 转让。未经卖方事先明确书面同意（卖方可出于任何原因拒绝给予同意），买方不得全部或部分转让本条款或任何书面协议，无论是依法还是通过其他方式。</p>
<p>14. GOVERNING LAW AND LANGUAGE, MANDATORY ARBITRATION, AND RELATED MATTERS. Unless otherwise expressly agreed, for sales of Product under</p>	<p>14. 管辖法律和语言、强制仲裁及相关事项。除非另有明确约定，否则就根据本条款销售产品而言，本条款和任何其他协</p>

these Terms, these Terms and any other Agreement will be interpreted and the rights, obligations and liabilities of the Parties determined in accordance with the laws of the Commonwealth of Pennsylvania, United States of America excluding, the application of its conflicts of law provisions. Except where prohibited by Applicable Law, all claims, controversies, or disputes arising between the Parties with respect to these Terms or any Written Agreement, shall be submitted to and finally resolved by binding arbitration pursuant to the International Chamber of Commerce ("ICC") Rules of Arbitration. Either Party may file a written demand for Arbitration with the ICC's office closest to Pittsburgh, Pennsylvania, and shall send a copy of the demand for Arbitration to the other Party. The arbitration shall be conducted pursuant to the ICC Rules of Arbitration, except that discovery may be had in accordance with the United States Federal Rules of Civil Procedure and all decisions and awards rendered shall be accompanied by a written opinion setting forth a reasonably detailed rationale for such decisions and awards. Unless otherwise prohibited by Applicable Laws (or as expressly noted in any country-specific terms at the end of these Terms), the venue for arbitration shall be determined regionally as follows:

- (a) for sales in the Asia region, the venue for arbitration will be in Singapore;
- (b) for sales in South America and Central America, the venue for arbitration will be in Houston, Texas, USA; and
- (c) for sales in Canada, the venue for arbitration will be in Toronto, Ontario, Canada; and
- (d) for all other international sales (outside of the United States of America), the venue for arbitration will be in Madrid, Spain.

The Parties shall be permitted at least 6 months from the date of the filing of the Arbitration demand to conduct discovery. Unresolved discovery disputes shall be submitted to the arbitrator(s). The arbitration shall be conducted in the English language before three arbitrators selected through the ICC's arbitrator selection procedures. Unless the Parties otherwise mutually agree, the arbitrators will render a reasoned, written award within 30 days of the completion of the hearing. Regardless of whether either Party substantially prevails as a result of the Award, each Party will be responsible for its own attorney's fees and costs. The decision of the arbitrators shall be final, binding and conclusive upon the Parties. Notwithstanding any other provision in this Section, either Party may seek only injunctive or declaratory relief to enforce the terms of this Agreement by filing an action seeking such relief only in any court of competent jurisdiction. To the extent permitted by Applicable Laws, BUYER hereby waives any right to a trial by jury on any claim, demand, action, cause of action, or counterclaim arising under or in any way related to these Terms or the sale of product hereunder under any theory of law or equity, whether now existing or hereafter arising. BUYER acknowledges and agrees that it is subject to the United States of America rules, laws and requirements governing the export and/or reexport of SELLER's products including, but not limited to the Export Administration Regulations, the International Traffic in Arms Regulations, regulations promulgating financial transaction restrictions administered by the United States Department of the Treasury, Office of Foreign Asset Controls or any of the laws, rules and regulations regarding prohibited and restricted Parties, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Arms Export Control Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively the "Export Laws"). BUYER warrants that it is and will remain in compliance with all such Export Laws. BUYER additionally warrants that

议将根据美国宾夕法尼亚州的法律进行解释，双方的权利、义务和责任也将根据该等法律确定，以此排除其冲突法律规定的适用。除非适用法律禁止，否则双方之间因本条款或任何书面协议发生的所有索赔、争议或纠纷均应提交国际商会（以下简称“ICC”），由其根据 ICC 仲裁规则进行具有约束力的仲裁予以最终解决。任何一方均可向宾夕法尼亚州匹兹堡附近的 ICC 办事处提交仲裁要求书，并应向另一方发送一份仲裁要求书副本。仲裁应根据 ICC 仲裁规则进行，但可以根据美国联邦民事诉讼规则开示证据的除外。作出的所有判决和裁决应附上书面意见，合理地详细说明作出该等判决和裁决的理由。除非适用法律另外禁止（或在本条款末尾注明的任何国家/地区特定条款中明确规定），否则仲裁地点应如下分地区确定：

- (a) 对于在亚洲地区的销售，仲裁地点应当为新加坡；
- (b) 对于在南美洲和中美洲的销售，仲裁地点应当为美国得克萨斯州休斯敦；以及
- (c) 对于在加拿大的销售，仲裁地点应当为加拿大安大略省多伦多
- (d) 对于所有其他国际销售（美国境外），仲裁地点应当为西班牙马德里。

双方应当可以自仲裁要求书提交之日起至少 6 个月内开示证据。需要开示证据的争议如果未能得到解决，则应当提交仲裁员。仲裁应由根据 ICC 仲裁员选择程序选定的三名仲裁员使用英语进行。除非双方另有约定，仲裁员将在庭审结束后 30 天内作出合理的书面裁决。无论任何一方是否因裁决而基本胜诉，各方都将自行承担律师费用及成本。仲裁员的裁决应当对双方是最终、具有约束力和决定性的裁决。尽管本条中有任何其他规定，任何一方均可仅向任何享有司法管辖权的法院提起诉讼来寻求禁令性或宣告性救济，从而仅寻求该等救济来强制执行本协议的条款。在适用法律允许的限度内，买方特此放弃当前或此后根据普通法或衡平法理论享有的任何要求陪审团审理本条款引发或与本条款或根据本条款销售产品相关的任何索赔、要求、诉讼、诉讼事由或反索赔的权利。买方确认并同意，在遵守美国适用于卖方产品出口和/或再出口的规则、法律和要求，包括但不限于《出口管制条例》、《国际军火交易条例》、发布由美国财政部外国资产管理办公室实施的金融交易限制的条例，或涉及受禁止方和受限制方的任何法律、规则和法规、《国际紧急经济权力法》、《美国出口管制法》、《美国军火出口管制法》、《美国对敌贸易法》，以及根据前述法律颁布的所有法规、命令和许可（合称“出口法律”）。买方保证其遵守并将持续遵守所有该等出口法律。买方还保证，买方、其高管、董事、员工、代表、股东、合伙人或享有直接或间接所有权权益的其他人以前或现在均未被禁止或受阻出口、再出口、接收、购买或以其他方式获取美国的任何政府机关监管的任何产品、商品或技术数据。特别是，买方特此保证，除非按照出口法律的要求发出通知并事先获得授权，否则买方不会违反出口法律，故意直接或间接将卖方转让给买方的任何产品、技术或任何技术数据再出口给任何其他目的地或个人或实体。双方约定，《联合国国际货物销售合同公约》不适用于本条款或任何协议。

<p>none of BUYER, its officers, directors, employees, representatives, shareholders, partners, or others holding direct or indirect ownership interests have been, nor are currently, debarred, suspended, prohibited, or impaired from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, BUYER hereby gives assurance that unless notice is given to and prior authorization is obtained as required by the Export Laws, BUYER will not knowingly reexport, directly or indirectly, any Products, technology, or any technical data transferred by SELLER to BUYER to any destination or person or entity in violation of the Export Laws. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any Agreement.</p>	
<p>15. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF PARTIES. These Terms are binding on and inure to the sole benefit of SELLER and BUYER and their respective permitted successors and permitted assigns. Nothing herein, express or implied, confers on any third party (including without limitation any subsequent purchaser of Product or other products manufactured by or on behalf of BUYER that utilize Product) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Nothing in these Terms creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between SELLER and BUYER. Neither SELLER nor BUYER has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other or to bind the other to any contract, agreement or undertaking with any third party.</p>	<p>15. 继承人和受让人；无第三方受益人；双方之间的关系。本条款对卖方和买方及其各自允许的继承人和受让人具有约束力，并仅符合其利益。本协议中的任何规定均未明示或暗示根据或依据本条款授予任何第三方（包括但不限于，产品或买方或其代表使用产品制造的其他产品的任何后续购买者）任何普通法或衡平法上的权利、利益或救济。本条款的任何规定均无意在买卖双方之间建立任何代理、合资、合伙或其他形式的合营、雇佣或信托关系。买卖双方均不享有任何明示或暗示的权利或权限代表另一方或以另一方的名义承担或设立任何义务，或约束另一方与任何第三方订立任何合同、协议或承诺。</p>
<p>16. INTELLECTUAL PROPERTY RIGHTS. SELLER retains all exclusive right, power and authority as to all of its patents, U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, trade secrets, works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and all other intellectual property and industrial property rights, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (collectively, "SELLER IP"). BUYER shall not misrepresent its right, title or interest in or to any SELLER IP and shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of SELLER, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of SELLER, nor counsel, procure or assist any third party to do any of the foregoing. BUYER will not register, file, or otherwise institute any proceedings with respect to the trademarks of SELLER either in BUYER's own name or on behalf of SELLER without express written permission of SELLER, including without limitation registering, renting, leasing or otherwise transacting in any Internet domain names that include SELLER's name, the name of any of SELLER's Products, any other trademark hereunder, or any word, phrase or mark that is confusing similar to any of the above. BUYER acknowledges and agrees that:</p>	<p>16. 知识产权。卖方保留其就其所有专利、美国 and 外国商标、服务标志、商业外观、商号、品牌名称、徽标、公司名称和域名以及其他类似来源、赞助商、协会或原产地名称、商业机密、作者作品、表达、外观设计和外观设计注册，无论是否受版权保护，包括版权和受版权保护的作品，以及所有其他知识产权和工业产权，连同前述任何一项所代表的商誉，在任何情况下，无论是否已注册，包括在全球各地对该等权利和所有类似或等效权利或保护形式的所有注册、申请、续展和延期（合称“卖方 IP”）独家享有的所有权利、权力和权限。买方不得失实陈述其在任何卖方 IP 上对卖方 IP 享有的权利、所有权或利益，也不得在本协议有效期内及之后出于任何原因直接或间接对卖方任何商标的有效性、所有权或可强制执行性提出异议、不得直接或间接试图获取或损害与卖方任何商标相关的商誉价值，也不得唆使、促成或协助任何第三方实施前述任何行为。未经卖方明确书面许可，买方不得以买方自己的名义或代表卖方注册卖方商标、提交备案或对其提起诉讼，包括但不限于，注册、租赁或以其他方式交易任何包含卖方名称、卖方产品名称、本条款规定的任何其他商标，或与上述任何事物混淆性相似的任何词汇、短语或标记的互联网域名。买方确认并同意：</p>
<p>(i) BUYER shall not acquire any ownership interest in, or independent right to use, any SELLER IP under these Terms;</p>	<p>(i) 买方不得根据本条款获得任何卖方 IP 上的任何所有权权益或独立使用任何卖方 IP 的权力；</p>

<p>(ii) any goodwill derived from the use by BUYER of SELLER IP inures to the benefit of SELLER;</p>	<p>(ii) 买方使用卖方 IP 而产生的任何商誉符合卖方利益;</p>
<p>(iii) notwithstanding the foregoing, if BUYER acquires any rights in or relating to any SELLER IP (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to SELLER, without further action by either of the Parties;</p>	<p>(iii) 尽管有上述规定, 如果买方依法或以其他方式获得任何卖方 IP 上的或与之相关的任何权利(包括与之相关的任何商标、衍生作品或改进专利上的任何权利), 则该等权利应被视为并特此不可撤销地转让给卖方, 无需任何一方采取进一步行动;</p>
<p>(iv) BUYER shall use SELLER IP solely for purposes of using Product and only in accordance with these Terms and the instructions of SELLER.</p>	<p>(iv) 买方应当仅出于使用产品之目的并仅根据本条款和卖方的指示使用卖方 IP。</p>
<p>SELLER retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation concerning Product or that otherwise includes SELLER IP, and the same may not be copied or disclosed to others without SELLER's express written consent and must be promptly returned to SELLER upon SELLER's request.</p>	<p>卖方保留所有图纸、模型、平面图、软件、样品和其他与产品相关或以其他方式包含卖方 IP 的文件上的所有版权和其他所有权权利。未经卖方明确书面同意, 不得制作副本或披露给其他人, 且应卖方的请求, 必须立即返还给卖方。</p>
<p>17. MODIFICATIONS TO TERMS AND CONDITIONS OF SALE. Except to the extent expressly prohibited by Applicable Laws, SELLER reserves the right to modify these Terms at any time and from time to time and BUYER is advised to check SELLER's website at www.styroppek.com/USA-BVPV-termsandconditions periodically for updates. Any terms existing on such website that vary from or supplement these Terms are hereby incorporated by reference and shall control in the event of a conflict with these Terms. In continuing to purchase Product from SELLER after publication of any modification or supplementation of these Terms on such website, BUYER agrees to any such modified or supplemental terms as if they were fully set forth herein.</p>	<p>17. 修改销售条款和条件。除非适用法律明确禁止, 否则卖方保留权利随时修改本条款, 并建议买方定期访问卖方的网站 www.styroppek.com/USA-BVPV-termsandconditions 查看更新。在该等网站上发布的不同于或补充本条款的任何条款特此通过引用纳入本条款, 如果与本条款发生冲突, 则应当以该等条款为准。在该等网站上发布对本条款的任何修改或补充后, 买方继续向卖方购买产品即表示买方接受任何该等修改或补充条款, 如同已完整纳入本条款。</p>
<p>COUNTRY-SPECIFIC TERMS AND CONDITIONS: Notwithstanding anything to the contrary set forth above, if you are a BUYER in a country referenced below, these Terms are hereby expressly modified as follows:</p>	<p>国家/地区特定条款和条件: 尽管上文有任何相反规定, 如果您是以下国家/地区的买方, 则本条款特此明确修改如下:</p>
<p>18. APPLICABLE IN THE PROVINCE OF QUEBEC ONLY.</p>	<p>18. 仅在魁北克省适用。</p>
<p>(A) This paragraph applies if BUYER is located in the Province of Quebec or if any currently existing or hereafter acquired personal property of BUYER or Hypothecated Property (as defined below) is located, in whole or in part, in the Province of Quebec and replaces the purchase money security interest provisions as set forth in Section 5 above. As security for payment of any present and future indebtedness of BUYER in any amount due and owing directly or indirectly to SELLER, BUYER hereby grants in favour of SELLER a movable hypothec without delivery (the "Hypothec"), dated as of the date hereof, for the principal amount equal to the purchase price set forth in applicable invoices issued by the SELLER in CDN\$, plus an additional hypothec of 20%, the whole with interest from the date hereof at the rate of 25% per annum, calculated daily and compounded monthly. The Hypothec charges the universality of BUYER's movable property, present and future, corporeal and incorporeal, including but not limited to all of BUYER's equipment, inventory, assets, accounts receivable, promissory notes, chattel paper, letters of credit, securities and all other investment property, general intangibles, money, deposit accounts, any other contractual rights, claims or rights to the payment of money, and all fixtures and movable property of every kind and nature wherever located or hereinafter acquired (collectively, the "Hypothecated Property"). The Hypothecated Property will extend to include (a) the product of any sale, lease, rental, or other disposition of a Hypothecated Property, (b) the proceeds, fruits and revenues of the Hypothecated</p>	<p>(A) 如果买方位于魁北克省, 或任何现有或此后购得的买方个人财产或抵押财产(定义见下文)全部或部分位于魁北克省, 则本款适用, 并取代上文第 5 条所述买款担保权益规定。为就买方偿还当前和未来直接或间接欠卖方的任何到期债务提供担保, 买方特此授予卖方截至本条款签署之日且无需交付的动产抵押权(以下简称“抵押权”), 其本金金额等于卖方开具的适用发票中以加元注明的价格, 外加 20% 的额外抵押权。全部金额自本条款签署之日起按年利率 25% 按日计息, 每月一结。本抵押权记入买方当前和未来的有形和无形动产, 包括但不限于, 买方的所有设备、库存、资产、应收账款、期票、动产文据、信用证、证券和所有其他投资财产、一般无形资产、现金、定期存款账户、任何其他合同权利、债权或要求付款的权利, 以及所有固定设施和任何类型的动产, 无论当前位于何处或此后从何处购得(合称“抵押财产”)。抵押财产将扩展到 (a) 出售、租赁或以其他方式处置抵押财产的产物; (b) 抵押财产产生的收益、成果和收入(包括保险理赔款); 以及 (c) 证明财产被抵押的所有所有权、文件、登记簿、发票和账目。应卖方的请求, 买方应签署其他和进一步必要或可取的文件, 以设立、保有和维护该等抵押权, 确保卖方在魁北克省享有抵押财产上的利益。尽管本条款有任何相反规定, 但与设立和执行动产抵押权相关的前述规定应当根据魁北克省的法律进行解释。根据魁北克省《民法典》, 协议构成一份书面抵押权契约。买方确认并同意: (i) 卖方已给予买方价值; (ii) 买方享有所有现有抵押财产上的权利, 并有权将抵押财产上的权利转让给卖方; 以及 (iii) 买方和卖方未推迟附上抵押权的时间, 且该等抵押权应附在截至本条款签署之日的现有抵押</p>

<p>Property (including insurance indemnities) and (c) all titles, documents, registers, invoices and accounts evidencing the Hypothecated Property. BUYER shall execute, at SELLER' s request, such other and further documents as may be necessary or desirable to constitute, maintain and preserve such Hypothec in favor of SELLER over the Hypothecated Property in the Province of Quebec. Notwithstanding anything the contrary provided herein, the foregoing as it relates to the creation and enforcement of the movable Hypothec, shall be construed, and interpreted in accordance with the laws of the Province of Quebec. The Agreement constitutes a written deed of hypothec under the Civil Code of Québec. BUYER confirms and agrees that: (i) value has been given by SELLER to BUYER; (ii) BUYER has rights in all existing Hypothecated Property and the power to transfer rights in the Hypothecated Property to SELLER; and (iii) BUYER and SELLER have not postponed the time for attachment of the Hypothec, and the Hypothec shall attach to existing Hypothecated Property upon the date hereof and shall attach to Hypothecated Property in which BUYER hereafter acquires rights after the date hereof.</p>	<p>财产，以及卖方在本条款签署之日后获得其上权利的抵押财产之上。</p>
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<p>(B) FRENCH LANGUAGE. Notwithstanding anything to the contrary set forth above, including without limitation in Section 1 above, these Terms are in the English language. In any dispute, the English-language version of such documents shall prevail over any other versions translated into any other language. BUYER hereby acknowledges and agrees that a French version of these Terms was first presented to it, and hereby confirms its preference to enter into and execute the English version of these Terms and to have all documents relating to it, including related notices, drawn up in English. <i>Ces modalités sont rédigées en anglais. En cas de différend, la version anglaise de ces modalités prévaut sur toute autre version traduite dans une autre langue. L' acheteur reconnaît et accepte par la présente qu' une version française des présentes modalités lui a été présentée pour la première fois, et confirme par la présente sa préférence pour la conclusion et la signature de la version anglaise des présentes modalités, et pour la rédaction en anglais de tous les documents qui s' y rapportent, y compris les avis y afférents.</i></p>	<p>(B) 法语。尽管上文有任何相反规定（包括但不限于，上文第 1 条），本条款均使用英文。在任何争议中，该等文件的英文版应优先于任何其他译文版本适用。买方特此确认并同意，其最先收到的本条款是法语版本，并特此确认，其更愿意订立并签署本条款的英文版，并以英文起草与本条款相关的所有文件（包括相关通知）。<i>Ces modalités sont rédigées en anglais. En cas de différend, la version anglaise de ces modalités prévaut sur toute autre version traduite dans une autre langue. L' acheteur reconnaît et accepte par la présente qu' une version française des présentes modalités lui a été présentée pour la première fois, et confirme par la présente sa préférence pour la conclusion et la signature de la version anglaise des présentes modalités, et pour la rédaction en anglais de tous les documents qui s' y rapportent, y compris les avis y afférents.</i></p>
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<p>19. APPLICABLE IN MEXICO ONLY.</p>	<p>19. 仅在墨西哥适用。</p>
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<p>(A) GOVERNING LAW AND MANDATORY ARBITRATION. Notwithstanding anything to the contrary set forth in Section 14 above, in the event of a sale of Product under these Terms and Conditions of Sale to a BUYER located in Mexico, these Terms and Conditions of Sale shall be interpreted, and the rights, obligations and liabilities of the Parties determined in accordance with the laws of Mexico, excluding the application of its conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The Parties mutually agree that claims, controversies, or disputes arising between the Parties with respect to these Terms or any Written Agreement (a “Dispute”), shall be submitted to and finally resolved by the Federal Consumer Protection Agency (Procuraduría Federal del Consumidor) in Mexico. Either Party may file a written demand for Arbitration with the Consumer Protection Service Unit located near the Party' s domicile. The arbitration shall be conducted pursuant to the Rules of Arbitration established in the Federal Consumer Protection Law, and all decisions and awards rendered shall be accompanied by a written opinion setting forth a reasonably detailed rationale for such decisions and awards. The Parties shall be</p>	<p>(A) 管辖法律和强制仲裁。尽管有上文第 14 条所述任何相反规定，如果根据本《销售条款和条件》向位于墨西哥的买方销售产品，则本《销售条款和条件》应根据墨西哥法律进行解释，双方的权利、义务和责任也应根据该等法律确定，以此排除其冲突法律规定和《联合国国际货物销售合同公约》的适用。双方共同同意，双方之间因本条款或任何书面协议发生的索赔、争议或纠纷（以下简称“争议”）应提交墨西哥联邦消费者保护局 (Procuraduría Federal del Consumidor) 最终解决。任何一方均可向位于缔约方住所地附近的消费者保护服务单位提交书面仲裁请求。仲裁应根据《联邦消费者保护法》确立的仲裁规则进行。作出的所有判决和裁决应附上书面意见，合理地详细说明作出该等判决和裁决的理由。双方应当可以自仲裁要求书提交之日起至少 6 个月内开示证据。需要开示证据的争议如果未能得到解决，则应当提交仲裁员。仲裁应提交美国消费者保护局指定的仲裁员使用西班牙语进行。无论任何一方是否因裁决而基本胜诉，各方都将自行承担律师费用及成本。仲裁员的裁决应当对双方是最终、具有约束力和决定性的裁决。尽管本条中有任何其他规定，任何一方均可向任何享有司法管辖权的法院提起诉讼来寻求禁令性或宣告性救济，从而仅寻求该等救济来强制执行本协议的条款。</p>
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permitted at least 6 months from the date of the filing of the Arbitration demand to conduct discovery. Unresolved discovery dispute shall be submitted to the arbitrator. The arbitration shall be conducted in the Spanish language before the arbitrator assigned by the Consumer Protection Office. Regardless of whether either Party substantially prevails as a result of the Award, each Party will be responsible for its own attorney' s fees and costs. The decision of the arbitrators shall be final, binding, and conclusive upon the Parties. Notwithstanding any other provision in this Section, either Party may seek only injunctive or declaratory relief to enforce the terms of this Agreement by filing an action seeking such relief only in any court of competent jurisdiction.