

销售订单通用条件
General Conditions for Sales Order

1. 适用范围

Scope of Application

除非双方另行书面约定，卖方与买方应完全根据（1）本销售订单；（2）供货合同；（3）销售订单通用条件买卖产品。前述文件存在任何差异或不一致的，应以本条中上述文件的排列顺序为准。在此对买方引用的买方通用条款和条件予以排除。

Unless both Parties specified in another written agreement, Buyer and Seller shall wholly act in accordance with (1) this Sales Order; (2) Supply Contract; (3) General Conditions for Sales Order. In the event of any discrepancy or inconsistency among the elaboration documents, the order in which the above documents are listed in this article shall prevail. The Buyer's General Terms and Conditions are hereby excluded.

2. 要约和承诺

Offer and acceptances

卖方的所有报价均为无约束力且无义务的,且必须视为对于买方递交有约束力的要约的要约邀请。经卖方承诺买方订单（要约）后，合同成立。如果承诺的内容不同于要约，此等承诺构成卖方的不具有约束力的新要约。

All quotations from the Seller are non-binding and non-obligatory and must be considered an invitation to treat by the Buyer to submit a binding offer. A contract is formed upon the Seller's acceptance of the Buyer's order (offer). If the content of the acceptance differs from the offer, such acceptance constitutes a new non-binding offer from the Seller.

3. 意见与建议

Comments and suggestions

所有卖方的技术意见、建议及服务均旨在供具备合格技能的人员使用，并由其自行承担风险。卖方不对因采用卖方技术意见、建议或服务而产生的损失负责。

All Seller's technical advice, recommendations and services are intended to be used by qualified persons at their own risk. The Seller is not liable for losses arising from the use of the Seller's technical opinions, suggestions or services.

4. 产品

Products

4.1 模型或样品：模型或样品不具有约束力，提供该模型或样品不应构成对任何最终提供产品的属性的陈述、保证或担保。

Any models or samples of the Products provided hereunder are provided strictly on the basis that they shall not be deemed to be binding examples thereof, and their provision shall not be construed of as any representation, warranty or guarantee whatsoever as to the properties of the final supplied Product.

4.2 出售：卖方以供货合同约定的价格出售，并在收到购买本销售订单项下买方应支付的所有货款后，按照本销售订单签发时有效的《国际贸易术语解释通则》提供符合规格、包装及数量规定的产品。

Sale: The Seller sells at the price agreed in the Supply Contract and, after receiving all payments payable by the Buyer under this Sales Order, provides products that meet the specifications in the Incoterm that is in force when this Sales Order is issued with specified standard, packaging, and quantity.

4.3 交付日期：卖方接受订单时提出的任何交付日期均应仅视为估算日期，对卖方不具有约束力。

Delivery dates: Any delivery dates specified on any acceptance by Seller shall be deemed estimates only and shall not be binding upon Seller.

4.4 保证：卖方保证，在交付地点进行交付时，产品应（a）无任何权利瑕疵；（b）数量符合约定；且（c）符合规格。该保证代表卖方在本销售订单项下的唯一保证，并应取代任何和所有其他保证。

Warranty: Seller warrants that the Products shall, at the point and time of delivery (a) be free of any defects as to title; (b) be of the agreed quantity; and (c) comply with the Specifications. Such warranty represents Seller's sole warranties hereunder, and shall be in lieu of any and all other warranties

4.5 产品偏离：产品资料或特定品质的偏离，只要是不显著或即使尽到所有注意义务也无法避免的，即是可允许的。

Product Deviations: Deviations from product data or specific qualities are permissible as long as they are insignificant or cannot be avoided even if all due care is exercised.

5. 价格

Prices

5.1 产品价格：买方应以发票货币向卖方支付购买本销售订单项下的产品的价格。价格不包括任何流转税（如，增值税、营业税等），任何所适用的流转税应被卖方加到价格中，由买方承担。

Prices of products: Buyer shall pay the Price to Seller for all Products purchased hereunder in the invoiced currency.

5.2 价格上涨：如果产品中使用的原材料价格大幅增加（由卖方合理确定），经卖方提议，双方应立即会面就价格修改达成协议。无论何种原因，若双方未能在协商开始后一（1）个月内达成上述协议，卖方可以立即书面通知买方终止本销售订单，无需承担任何违约责任，但不影响任何一方的既有权利或责任。

Price Increase: In the event of any substantial increase (as reasonably determined by Seller) in the prices of raw materials used in the Products, the Parties shall, at the instance of the Seller, forthwith meet to mutually agree on a revision to the Price. If, for whatever reason, no such agreement as aforesaid is reached within one (1) month of the commencement of negotiations, Seller may forthwith terminate this Sales Order and the relevant sales orders by written notice to Buyer without bearing any liability for breach of contract and without prejudice to the accrued rights or liabilities of any Party.

6. 担保

Warranty

若卖方在任何时间合理怀疑买方完全履行其供货合同或本销售订单项下支付义务的能力，特别是考虑到买方的任何预期违约，卖方可以自行决定，就产品的进一步供应，修改支付条款和/或要求提前支付货款或提供任何其他形式的担保。

If, at any time, Seller reasonably doubts the Buyer's ability to fully comply with its payment obligations under the relevant Supply Contract or this Sales Order, in particular taking into account any antecedent defaults of Buyer, Seller may, in respect of any further supply of the Products, in its discretion, revise these payment terms and/or require payment in advance (or the provision of any other form of security).

7. 运输损坏

Transportation damages

买方应报告任何运输损坏，并应立即在规定的特别期限内向承运人（包括但不限于气体运输的第三方管道方）要求赔偿。因承运人的原因造成产品的任何缺陷或损失的，应由承运人负责，与卖方无关。

Buyer shall report any transportation damages and request compensation immediately to the carrier (including but not limited to the third-party piper for gas transportation) within the special time-limits provided therefore. Any defect or loss of the Products caused by the carrier shall be the responsibility of the carrier and not of the Seller.

8. 货物不符

Products mismatch

8.1 检验：买方应在收到产品时立即按照约定的产品规格检验所有产品，对于其宣称的产品或产品的任何部分不符合供货合同条款的事项，应书面通知卖方，并列明所有相关细节。

Inspection: Upon receipt thereof, Buyer shall immediately inspect all Products and notify the Seller in writing, setting out all relevant details, of any matter or thing by reason whereof Buyer alleges that the Products or any part(s) thereof fail to comply with the terms of the Supply Contract.

8.2 通知：买方应按如下约定书面通知卖方：（a）经过合理检验发现存在明显缺陷时应立即通知，和（b）在存在其它缺陷的情况下，应在收到货物后不迟于三十（30）天内通知；若买方未能在上述期限内发出该等书面通知，则应认为产品在各方面均符合供货合同以及本销售订单的条款，且买方

完全可以接受，且买方有义务支付相应货款。产品是否存在缺陷或者是否符合供货合同或本销售订单的约定，最终以卖方的意见为准。

Notice: Buyer shall notify Seller in writing: (a) immediately, where such non-conformity is apparent upon reasonable inspection, and (b) in all other cases, no later than thirty (30) days after receipt as aforesaid; if Buyer fails to give such written notice within such timeline, the Products shall be deemed to be in full compliance with the terms of the Supply Contract and this Sales Order and the respective order and otherwise wholly acceptable to Buyer, and Buyer shall be bound to pay for the same accordingly. Whether the Products have any defect or comply with the Supply Contract or this Sales Order is ultimately subject to the opinion of Seller.

- 8.3 救济：如果任何产品短缺或不符合规格，经卖方合理决定，卖方应在合理期限内，交付短缺数量或重新交付符合规格的产品（视具体情况而定）。上述应代表买方针对卖方由此而产生的任何主张的唯一且排他的救济方式。

买方权利：仅在卖方未能交付短缺产品或重新交付符合规格的产品时，买方有权选择（a）撤销购买订单；（b）按照协商一致的金额降低价格；或（c）根据第9条索赔。

Remedies: In the event that any of the Products are short delivered or otherwise found not to meet the Specifications, as reasonably determined by Seller, Seller shall, within a reasonable time, deliver any such missing quantities or re-deliver Products that comply with the Specifications (as the case may be). The aforesaid shall represent Buyer's sole and exclusive remedy against Seller in respect of any and all claims arising therefrom.

Buyer's rights: Only if Seller fails to deliver any missing quantities or cannot re-deliver Products that comply with the Specifications shall Buyer have the option of (a) cancelling its sales order; (b) reducing the Price by a mutually agreed amount; or (c) claiming damages under Article 9.

9. 供应中止

Supply stoppage

- 9.1 如果卖方对产品的供应由于卖方的原因（包括但不限于工厂计划或非计划内停产、维护、修理、更新、改进、转换）造成的中断、暂停、停止或受到其他方面的影响，卖方应及时书面通知买方，买方应：（a）允许卖方按比例减少本销售订单项下的产品（减少数量）；或（b）允许卖方通过合理努力向其关联公司或其他工厂寻求更换所述产品，以协助买方更换上述产品。If Seller's supply of Products is interrupted, suspended, stopped or otherwise affected by any cause whatsoever due to the reason attributable to Seller (including, but not limited to, planned or unplanned plant shutdowns, maintenance, repairs, updates, improvements, conversions), Seller shall promptly notify Buyer in writing and Buyer shall: (a) allow Seller to reduce the product hereunder pro rata (Reduced quantity), or; (b) (ii) allow Seller to assist Buyer a replacement of said product by seeking from its Affiliates or other plant with reasonable efforts.

- 9.2 仅在卖方实施上述救济措施后，仍未能交付短缺产品时，买方有权选择（a）撤销购买订单；（b）按照协商一致的金额降低价格；或（c）根据第9条索赔。

Only if Seller fails to deliver any missing quantities after implementing the above-mentioned remedies, shall Buyer have the option of (a) cancelling its sales order; (b) reducing the Price by a mutually agreed amount; or (c) claiming damages under Article 9

10. 责任

Liability

- 10.1 责任限制：除非法律禁止，卖方在本销售订单项下的责任应限于缺陷型交付中缺陷产品的购买价格总额。尤其，卖方既不承担非因自身原因造成的损失或不可避免或不可预知的损失，也不对任何间接的或后续性损失负责，也不对因此造成的利润损失承担责任。本销售订单不包括卖方的任何担保。Limitation of liability: Unless otherwise prohibited by law, the liability of Seller under this Sales Order shall be limited to an aggregate amount of the Prices of the defective part of the defective delivery. In particular Seller is not liable for any damages caused due to the reason not attributable to Seller, or unpreventable or unforeseeable damages nor for indirect or consequential damage nor for lost profits. This Sales Order does not include any guarantee of Seller.

10.2产品用途限制：买方不得将本销售订单项下的产品用于生产成品油或类似油类制品，也不得将本销售订单项下的产品销售至任何海外或国内成品油市场。若买方违反本条款的约定，应向卖方支付违约生产或销售的所有产品价款的两倍的违约金，并赔偿卖方因此遭受的所有损失。

Limitation of the usage of products: Buyer shall not use the Products hereunder for the production of refined oil or similar oil products, nor shall it sell the Products hereunder to any overseas or domestic refined oil market. If Buyer violates the agreement of this clause, it shall pay to Seller a liquidated damages equal to two times the amount of the Prices of all the Products produced or sold in violation of the agreement and compensate Seller for all the losses suffered arising from such violation.

11. 不得抵销

No Set Off

任何一方均不得以其有权或可能有权从另一方收取的金额抵销其应付的金额，除非该等反诉无可争议、得到最终裁决或双方另外达成其它书面协议。

No Party may set off any amount payable by it under this Contract against any other amount which it is, or may, be entitled to be paid, under this or any other contract, by the other Party, unless the same is a counterclaim that is undisputed or adjudicated by final judgment or otherwise mutually agreed by the Parties in writing.

12. 所有权转移与风险转移

Title and Risk Transfer

12.1产品的所有权应当在卖方实际收到全额货款后转移至买方，风险应当按照约定的《国际贸易术语解释通则》转移。

Title in and to the Products shall pass to Buyer upon Seller's actual receipt of full payment therefor. Risk therein shall pass in accordance with the agreed Incoterm.

12.2应卖方要求，买方应提供有关任何买方占有但所有权尚未转移的产品的信息。

Buyer shall provide such information as Seller may require, pertaining to any Product in the possession of Buyer to which title has not yet passed.

13. 不可抗力

Force Majeure

13.1不可抗力是指其发生超出双方合理控制范围之内的任何事件和/或情况，包括但不限于天灾、自然灾害、流行病、战争（宣战或未宣战）、恐怖行动、罢工、火灾或爆炸、任何政府机关的行为或疏忽——包括在可预见的未来，该等事件的发生使得受影响业务的履行费用过高——以及所有其他属于不可抗力情形，包括影响上游供应商的事件，应免除受影响方在受影响的范围和中断期间的本销售订单项下义务。但是，上述条款在任何情况下均不适用于支付义务。

Any event and/or circumstance whose occurrence is beyond the reasonable control of any Party, including but not limited to acts of God, natural disasters, pandemics, wars (declared or undeclared), acts of terrorism, strike, fires or explosions, acts or omissions of any governmental agency – including where such events make the performance of the affected business uneconomical for the foreseeable future – and all other cases of force majeure, including those affecting upstream suppliers (“Force Majeure Event”), to which a Party is subject, shall, to the extent it is affected, and only for the period such interruption prevails, discharge such Party from the performance of its obligations hereunder. Provided always that the aforesaid shall not apply to any payment obligations whatsoever.

13.2受不可抗力事件影响的一方应立即通知另一方其预计受不可抗力事件影响的持续时间和受影响的范围，并应立即采取一切合理措施对受到的影响进行补救。但是，为补救任何上述不可抗力事件，卖方在任何情况下和任何时间内均没有义务从第三方购买或获取任何产品（包括任何相关原材料）。

The affected Party shall immediately notify the other Party of the anticipated duration and extent of any Force Majeure Event to which it may be subject and shall take all reasonable measures to forthwith remedy the same, save that, in no event shall Seller be obliged at any time to purchase or procure any Product(s) (including any raw materials pertaining thereto) from any third party for the purposes of remedying any event of Force Majeure as aforesaid.

13.3非因卖方原因造成的任何劳工争议、原材料或能源短缺、运输中断和工厂停工，导致卖方无法履行本合同全部或部分义务的，买方同意不追究卖方的违约或赔偿责任。

Buyer agrees not to hold Seller liable for breach of contract or compensation for Seller's failure to fulfill all or part of its obligations under this Contract caused by any shortage of raw materials or energy, transport and plant stoppages occurring due to the reason not attributable to Seller.

14. 可持续性

Sustainability

买方应按照可持续发展的原则开展业务，并遵守国际公认的和卖方的职业健康与安全、环境保护、碳足迹、劳工和人权和负责任的公司治理的基本标准（“ESG 标准”）。买方承认并同意，卖方有权审核和调查买方是否符合 ESG 标准，并将配合和协助卖方进行此类审核和调查，包括但不限于提供相关文件、提供场地和人员支持等。

Buyer shall conduct its business in accordance with the principle of sustainable development and adhere to internationally recognized fundamental standards and Seller's standards for occupational health and safety, environmental protection, carbon footprint, labor and human rights, as well as responsible corporate governance (“ESG Standards”). Buyer acknowledges and agrees that Seller has the right to audit and investigate whether Buyer is in compliance with the ESG Standards and will cooperate and assist Seller for such audit and investigation, including but not limited to providing relevant documents, providing space and personnel support, etc..

15. 保密

Confidentiality

双方应对本销售订单的条款与条件保密，且不得向任何第三方披露。对于因信息披露而知晓本条款项下保护的信息的雇员，各方也应确保其承担相同的保密义务。本条款在供货合同终止后十五（15）年内继续有效。若双方签署的任何保密协议约定了更长的保密期限或协议期限的，则该等保密协议约定的保密期限也同样适用于本合同。

Both Parties shall keep the terms and conditions of this Sales Order confidential and shall not disclose them to any third party. Each Party shall also impose the same obligations on its employees to whom it may disclose any of the information protected under this Article. This Article shall survive any termination of this Contract for a period of fifteen (15) years. If any confidentiality agreement signed by the Parties provides for a longer period of confidentiality or agreement, the period of confidentiality agreed in such confidentiality agreement shall also apply to this Contract.

16. 知识产权

Intellectual Property

买方同意并认可，卖方现在是且将是产品的所有知识产权和工业产权以及与供货合同相关的向买方披露的任何机密或专有信息的唯一所有者，并且根据供货合同或本销售订单未向买方授予此类权利的任何权利或许可。买方应在生产经营过程中和履行供货合同或本销售订单的过程中保护卖方的知识产权，并及时通知卖方任何第三方对卖方知识产权的侵权行为（如有）。

Buyer agrees and acknowledges that Seller is and will be the exclusive owner of all intellectual and industrial property rights in and to the Product and any confidential or proprietary information disclosed to Buyer in connection with the Supply Contract, and that no rights or licenses in or to such rights are being granted to Buyer pursuant to the Supply Contract and this Sales Order. Buyer shall protect Seller's intellectual property rights in the course of its manufacturing operations and in the performance of the Supply Contract or this Sales Order and shall promptly notify Seller of any infringement of Seller's intellectual property rights, if any, by any third party.

17. 终止

Termination

17.1 一方可在任何时间书面通知对方终止本销售订单：

A Party may also terminate this Sales Order at any time by written notice to the other Party:

- (1) 如果另一方的行为构成实质性违约，且该等违约行为经守约方书面通知其违约后六十（60）日内或供货合同约定的其他期限内仍未得到补救的。该等书面通知应明确说明违约详情并要求对违约行为进行补救；
if the other Party materially breaches any of its obligations under this Sales Order, and such breach is not remedied within sixty (60) days of the non-breaching Party giving written notice to the other or any other period agreed in this Contract clearly stating the details of the breach and requiring such breach to be remedied;
- (2) 如果另一方破产、无力偿还到期债务、进入破产或清算程序、或停止经营；或
if the other Party becomes bankrupt, is unable to pay its debts as they fall due, is subject to any insolvency or liquidation proceedings, or ceases to carry on business; or
- (3) 如果货款到期，且自应付之日起十四（14）日内买方未能支付本销售订单项下款项的。
if Buyer fails to pay any amount due under this Sales Order within fourteen (14) days of such amount falling due for payment.

17.2 本销售订单到期或提前终止，则一方对另一方的所有应付款项（无论其是否到期）都应视为立即到期并予以支付。

Upon termination or expiry of this Sales Order, all monies to be paid by one Party to the other (irrespective of whether the same has fallen due for payment) shall become immediately due and payable.

18. 争议解决

Dispute Resolution

因本销售订单引起的或与本销售订单有关的任何争议，应提交中国国际经济贸易仲裁委员会上海分会，根据中国国际经济贸易仲裁委员会上海分会届时有效的仲裁规则进行仲裁。仲裁地点在上海。仲裁裁决应为终局并对双方均具有约束力。仲裁应以英文进行。

Any disputes arising from or in connection with this Sales Order shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Shanghai Sub-Commission for arbitration in accordance with its arbitration rules in effect at the time of applying for arbitration. The arbitration shall take place in Shanghai. The arbitration award shall be final and binding upon both Parties. The language of the arbitral proceeding shall be English.

19. 适用法律

Applicable law

本销售订单应当由中华人民共和国法律管辖。同时排除适用 1980 年 4 月 11 日颁布的《联合国国际货物销售合同公约》。

This Sales Order is subject to the law of the People’s Republic of China excluding the provisions of its conflict of law rules and excluding the United Nations Convention on Contracts for International Sale of Goods of 11.04.1980.

20. 通知

Notices

任何通知、文件、批准或其它通信应采用书面形式，以英文书写，且应通过邮寄、传真或电子邮件方式传送至对方地址（直至一方以书面形式通知另一方变更其地址）。任何通知应在对方收到时视为依法送达。

Any notice, documents, approvals or other communications shall be in writing made in the English language and shall be transmitted by mail, facsimile or sent via electronic mail being addressed to the other Party (until the same is changed by notice given in writing to the other Party). Any Notice shall be deemed to have been duly served upon receipt thereof by the other Party.