

General Terms and Conditions of Sale  
Sasol (China) Chemical Co., Ltd.  
沙索（中国）化学有限公司  
一般条款与条件

1. Definitions  
定义

In these terms and conditions of sale (“Terms and Conditions”), the following definitions shall apply:  
在本条款和条件下（“条款与条件”），以下定义应适用：

**Agreement:** any agreement, contract and/or sales transactions between the Seller and the Buyer on the sale of Products.  
协议：买方和卖方之间关于产品销售的任何协议、合同或销售交易。

**Buyer:** any party that the Seller supplies or agrees to supply Products to.  
买方：卖方向其供应或同意向其供应产品的一方。

**Seller:** Sasol (China) Chemical Co., Ltd.  
卖方：沙索（中国）化学有限公司

2. Acceptance  
接受

The Buyer has read and understands these Terms and Conditions, and agrees that either Buyer’s written acceptance hereof or Buyer’s acceptance of any delivery under these Terms and Conditions shall constitute Buyer’s acceptance of these Terms and Conditions, which shall apply to the exclusion of all terms and conditions of the Buyer, whether or not contained or referred to in the Agreement.  
买方已经阅读并理解条款与条件，并同意无论买方以书面形式同意或买方接受条款与条件项下的交付，均构成买方对条款与条件的接受，且排除买方的任何条款和条件的适用，无论是否包含在协议内或被协议所提及。

3. Price  
价格

The Price payable for the Products (“Price”) shall be as set out in the Agreement or on Seller’s order confirmation, if any.

产品应付的价格（“价格”）应在协议或卖方的订单（如有）中载明。

All taxes, imposts and/or duties (except as otherwise specified herein) imposed and/or levied by or payable to any government and/or other authority upon the Agreement, on any or all of the Products covered hereby or upon any transaction or delivery hereunder or on the Price payable shall be the responsibility of the Buyer whether such amount shall be paid or payable by the Seller or otherwise and whether now or hereafter imposed.

由政府或其他权力部门基于协议，对于涉及的全部或部分产品，或基于任何在此项下的交易或对应付的价格所征收和/或收取或应付的所有税款、进口税和/或关税（本条款与条件另有规定的除外）应由买方承担，无论该款项是否应由卖方支付，或是其他方支付，也无论是现在或将来收取的。

4. Payment  
付款

Payment terms shall be as agreed to by the Buyer and the Seller in writing and set forth in the Agreement.  
付款期限应由买方和卖方书面同意并在协议中予以规定。

The Buyer shall effect the payment strictly in accordance with the payment terms set forth in the Agreement and shall not be entitled in any way to withhold, retain or exercise any right of set-off whatsoever or howsoever in respect of the Price or any party thereof.

买方应严格按照协议规定的付款期限付款，且无权以任何方式拒付、扣留或以任何形式行使任何对价格或对任何一方进行抵销的权利。

In the event the Buyer fails to make payment on due date, the Buyer shall be liable for the interest which will be charged at a rate of 300 basis points (3%) higher than the average interest rate in force, with respect to the corresponding period of delay published by the People’s Bank of China at the due date of the payment. If the delay is over thirty (30) days, the Seller is entitled to suspend the delivery and terminate the Agreement, and the Buyer shall indemnify all the incurred loss of the Seller.

如果买方未能在期限届满前付款，则应按其时中国人民银行在付款到期日公布的现行有效的相应逾期期限的平均利率上浮300个基点（即3%）的费率支付利息。如果逾期超过30天，卖方有权暂停交付并终止协议，买方应赔偿卖方所遭受的一切损失。

## 5. Transfer of Ownership and Risk 所有权及风险转移

Unless otherwise stated in the Agreement, the ownership of the Products shall remain with the Seller until the Price is paid by the Buyer in full, and the Buyer is obligated to cooperate with the Seller to do the registration of the retention of ownership ; and the risk of loss in the Products shall transfer to the Buyer once the Products are collected by the Buyer or delivered to the destination agreed in writing by both Parties. Agreed Incoterms (version 2020) shall apply, provided that the risk of loss is applied as agreed above.

除非协议中另有规定，产品的所有权在买方支付所有价格前仍归卖方所有，买方有义务配合卖方进行所有权保留登记。产品毁损的风险自买方接收产品或产品送至双方书面同意的指定地点起转移给买方。双方约定的国际贸易术语解释通则（2020年版）应适用，但风险转移应遵循前述约定。

## 6. Delivery 交付

Delivery shall be made in the quantities and on the dates agreed by both Parties.  
交付应按照双方约定的数量和日期进行。

In the event that the Buyer fails to collect the Products or fails to provide the Seller reasonable instructions for the delivery of the Products, the Seller shall have the right to store the Products until they are delivered or collected and, prior to delivery or collection, claim from the Buyer all expenses stemming from the storage and insurance of the Products or sell the Products at the market price and use the proceeds to reimburse the amount the Buyer should have paid for the Products, as well as storage charges, insurance premiums and any other costs of sale. If the resale proceeds are insufficient to pay the aforementioned items, the Buyer shall pay the difference to the Seller.

若买方未接收产品或未向卖方提供有关交货的合理指示，卖方有权储存产品直至产品被交付或被提取，且在产品被交付或提取前，卖方有权向买方主张由储存或投保产品产生的所有费用，或以市价出售产品并用所得款偿还买方本应支付的货款、仓储费、保险费及任何其他销售费用。若转售的收入不足以支付上述款项，买方应向卖方支付差额款项。

## 7. Inspection by Buyer 买方的检验

The Buyer shall inspect the package of Products immediately after receiving it from the Seller. Where the package of Products is found to be damaged or defective, the Buyer shall give notice to the Seller within twenty-four (24) hours after receiving the Products and provide the Seller with preliminary proof for the damage or defect. Upon verification of such damage or defect, the Seller shall replace the damaged or defective Products in a prompt manner.

买方应在收到产品后立即检验产品的包装。如发现产品包装损坏或存在瑕疵，买方应在收到产品后24小时内通知卖方并向卖方提供损坏或瑕疵的初步证据。经核实确实存在损坏或瑕疵的，卖方应及时更换损坏或存在瑕疵的产品。

## 8. Warranty 保证

The Seller warrants that the Products shall conform to Product specifications upon delivery. The warranty excludes, to the limit permissible by law, all implicit warranties, conditions or other terms as provided by statutory law or common law, regarding the Products and their fitness for use, merchantability or other characteristics. The Buyer shall inspect Products for the quality within ten (10) days after receiving them from the Seller. If the Buyer brings forward objection to the Seller in writing within such ten (10) days after receiving the Products, the Seller shall make arrangements for re-inspection of the Products. In case that the Buyer opposes the re-inspection carried out by the Seller or refuses to accept the Seller's re-inspection result, the Buyer and the Seller may jointly appoint an inspection agency for quality inspection. In such case, the cost of inspection shall be paid by the Buyer in advance. Where the Products are proved acceptable by the quality inspection, the cost of inspection shall be borne by the Buyer; and the Seller shall bear the cost of inspection and exchange the Products free of charge if the damage or defect is attributable to the Seller as proved by the quality inspection result.

卖方保证货物在交付时符合产品规格。在法律允许的范围内，该保证不包括所有成文法或习惯法规定的有关产品或其适用性、适销性或其他特性的默示保证、条件或其他条款。买方应从收到产品后10日内对产品质量完成检验。若买方在收到产品后的10日内以书面形式向卖方提出异议，卖方应安排对产品进行重新检验。若买方反对卖方安排重新检验或拒绝接受卖方重新检验的结果，卖方和买方应共同指定一家检验机构对产品质量进行检验。此时，检验费用应由买方预先支付。当质量检验证明产品符合要求时，检验费用应由买方承担。若质量检验结果证明造成损坏或瑕疵原因在于卖方，则卖方承担检验费用，且卖方应无偿更换产品。

## 9. Limitation on Seller's liability

### 卖方的责任限制

The Seller shall not be liable to the Buyer for any indirect, exceptional or consequential loss, expense or compensation for indemnity arising from or by or related to the sale of the Products or the Buyer's use or resale of the Products. Furthermore, with the exception of death or personal injury resulting from negligence or intentional misrepresentation on the part of the Seller, the compensation liability of the Seller shall not extend beyond the Price of the Products.

卖方不对由于销售产品或买方使用或转售产品所产生的或与之相关的任何间接、额外或附带的损失、费用、赔偿而向买方承担责任。此外，除非由于卖方疏忽或故意虚假陈述导致死亡或人身伤害，卖方承担的赔偿责任不超过产品价格的金額。

## 10. Force Majeure

### 不可抗力

Where circumstances, which are unforeseeable upon signing the Agreement and which are beyond either Party's reasonable control, cause delay in or failure of a Party's performance of its obligations, such Party shall not be considered in breach or be liable to the other Party, and the term of implementation of such Party's respective obligation may be extended accordingly. The aforementioned circumstances include, but shall not be limited to, war, fire, flood, strike, lockout, or other labor trouble, accident, breakdown of equipment or machinery, riot, act, pandemic or epidemic situations, request or suggestion of governmental authority or act of God.

当存在签订协议时不可预见且为任何一方不可合理控制的情况，导致一方延迟或未能履行其义务，在这种情况下，延迟或未履行义务的一方不被视为违约或应对另一方承担责任，且该方履行相关义务的期限也应相应延长。上述情况包括但不限于战争、火灾、洪水、罢工、封锁或其他劳工问题、意外事件、设备或机器故障、暴乱、政府机关的法令、传染病或流行病、政府主管机关的要求或建议以及自然灾害。

## 11. Compliance with legal requirements

### 遵守法律要求

The Parties shall comply with all applicable laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights provisions and competition laws.

双方在履行本合同时应遵守所有适用的法律和法规，包括相关的反贿赂和反腐败规定（“ABAC法律”）、适用的贸易、经济或金融制裁规定（“制裁”）以及适用的人权条款和竞争法律。

Each party represents and warrants that it and its affiliates, either directly or indirectly through any other person or entity, have not made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.

各方声明并保证，其及其关联公司，无论是直接还是间接通过任何其他人士或实体，没有违反适用的反腐败规定向另一方的任何雇员或任何公职人员支付、提供或授权任何付款、礼物、承诺或其他利益，且将来不会这样做。各方同意保持充分的内部控制，并保留准确和完整的记录，以证明应付款项和本合同项下的所有交易。若有合理理由怀疑另一方违反了适用的ABAC法律，任何一方都有权立即终止本合同。任何一方（“赔偿方”）应赔偿另一方，使其免受因赔偿方涉嫌或实际违反任何适用的ABAC法律而产生的任何和所有责任、第三方索赔和损失。

Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. To the extent permitted by law, the customer shall ensure that the product is not sold to an entity or person that is subject to sanctions imposed by the People's Republic of China, United States, United Kingdom, European Union or United Nations, and that the product will not be transported through, and has no destination in, a country that is subject to those sanctions.

各方声明，其熟知相关制裁，并确认其已实施并保持措施程序以确保其自身、其各自的董事、职员、员工和代理人、其分包商、供应商和客户以及其控制的子公司遵守其在适用制裁项下的义务。若本合同中要求的任何义务会使合同一方违反、不符合或使该方遭受美国、英国、欧盟或联合国根据其适用的有关制裁的法律法规的惩罚措施，则该方无需履行该等义务。如果本合同的履行受到制裁的任何限制或禁止，任何一方均有权立即终止本合同或暂停其履行，而无需承担任何损害赔偿赔偿责任。在法律允许的范围内，客户应确保产品不会出售给受中国、美国、英国、欧盟或联合国制裁的实体或个人，且产品不会途经任何受到该等制裁的国家或以该等国家为目的地。

Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the “Defaulting Party”) or by any of its affiliates, contractors, or agents acting on its behalf in connection with the contract entitles the other Party (the “Non-Defaulting Party”) on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.

各方声明，其熟知并将确保遵守有关禁止奴隶制和类似奴隶制行径（包括童工和强迫劳动）及侵犯其他国际公认人权的所有适用法律。一方（“违约方”）或其任何关联公司、承包商或代表其行事的代理人违反或涉嫌违反本声明的，另一方（“非违约方”）有权在书面通知违约方后暂停其在本合同项下的义务和/或终止本合同，并立即生效，无需对违约方承担任何责任。

## 12. Law and Disputes

### 法律适用及争议解决

All aspects of the Agreement and its performance shall be governed by, construed, interpreted, and enforced in accordance with the laws of People’s Republic of China, excluding any conflicts of law rules or principles which would refer the matter to laws of any other jurisdiction, and excluding the application of the uniform law on the purchase and sale of Products and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

协议的各方面及其执行均适用中华人民共和国法律并依其进行翻译、解释及执行，但不包括指引至其他法域法律的法律冲突规则或原则，并排除适用关于产品买卖的统一规则及《联合国国际货物销售合同公约》（CISG）。

Any dispute, controversy, or claim arising out of or in connection with the Agreement and its performance, or the breach or validity thereof, which is not amicably settled by the Parties, shall be finally settled by the Nanjing arbitration commission, to the exclusion of the ordinary courts of law. The venue shall be Nanjing and the arbitration proceedings shall be conducted in Chinese.

因协议及其执行所产生的或与其有关的任何争议、争论或索赔，或其违约或效力事宜，如果未能由双方友好解决，则应提交南京仲裁委员会最终解决，不适用一般法院程序。仲裁地应在南京，仲裁程序应以中文进行。

## 13. Version and Amendment

### 版本及修改

If the English version and the Chinese version of these General Terms & Conditions have any conflict, the Chinese version shall prevail.

若本条款和条件的英文版本和中文版本存在冲突，以中文版本为准。

No alternation, modification or changes of any type to any part of the Contract and/or this Terms and Conditions shall become effective, unless clearly agreed by both Parties in writing.

除非双方明确书面同意，否则对本合同和/或本条款条件的任何部分的任何类型的涂改、修改或变更均不得生效。