GENERAL TERMS AND CONDITIONS OF SALE IMCD International Trading (Shanghai) Co., Ltd.

艾敏斯帝国际贸易（上海）有限公司一般销售条款与条件

Version 20/02/2023 | 版本 20/02/2023

Article 1 GENERAL

第 1 条一般规定

1.1 Definitions:

定义：

Agreement: **协议：**	Any agreement and/or legal act between IMCD and the Purchaser. 在艾敏斯帝与买方之间的任何协议和/或法律行为。
IMCD: **艾敏斯帝：**	IMCD International Trading (Shanghai) Co., ltd. having its registered address at Room 219, No.56 Meisheng road, aigaoqiao Free Trade Zone Shanghai, 200131, China 艾敏斯帝国际贸易（上海）有限公司，注册地位于中国（上海）自由贸易试验区美盛路56号2层219室。
the Purchaser: **买方：**	Any legal or natural person that wishes to conclude concludes or has concluded an Agreement with IMCD, as well as any legal or natural person to which IMCD supplies or has supplied products. 希望与艾敏斯帝、或已与艾敏斯帝签订协议的任何法人或自然人，以及艾敏斯帝向其提供或已提供产品的任何法人或自然人。
Terms and Conditions: **条款与条件：**	These general terms and conditions of sale of IMCD. 本艾敏斯帝一般销售条款与条件。

1.2 Unless expressly agreed otherwise in writing, these Terms and Conditions shall apply to all offers and quotes from IMCD, to the Agreement and to all acts and legal acts between IMCD and the Purchaser.
除了另有明确书面约定外，本条款与条件应适用于艾敏斯帝的所有要约和报价、协议以及艾敏斯帝与买方的所有行为和法律行为。

1.3 Departures from these Terms and Conditions are only valid if they were expressly agreed in writing.
仅在双方明确书面同意后，对本条款与条件的变更才应有效。

1.4 The applicability of general terms and conditions used by the Purchaser or any other general terms and conditions is expressly ruled out.
本条款与条件明确排除了买方使用的一般条款与条件、或任何其他一般条款与条件的可适用性。

1.5 The Chinese text of these Terms and Conditions shall always be final and shall prevail over all translations in the event of a conflict.
本条款与条件的中文文本是最终文本，并在与任何译本有冲突时，应优先适用。

1.6 The text of the Agreement shall prevail over these Terms and Conditions in the event of a conflict.
在协议文本和本条款与条件有冲突时，协议文本应优先适用。

Article 2 OFFERS AND AGREEMENTS

第 2 条要约和协议

2.1 All offers, quotes and price proposals from IMCD will be subject to contract at all times and may be amended or revoked in accordance with law, regardless of whether they contain a period for acceptance.
艾敏斯帝的所有要约、报价和价格提议应在所有时候遵守合同，并且可在法律规定的范围内修改或撤销，而不管它们是否规定了验收期间。

2.2 All verbal supplements, promises or changes shall be binding only if they have been made by authorized people at IMCD.
仅在所有口头补充、承诺或变更是由艾敏斯帝的被授权人做出时，它们才应有约束力。

2.3 Samples and models shown or provided shall serve as indications only, without the products having to comply with those samples and models. Minor variations in stated size, weight, number, color and the suchlike shall not be considered to be defects. Commercial practice shall determine whether variations are minor.
艾敏斯帝出示的或提供的样品和模型仅作为示范，产品并不必须符合这些样品和模型。不应将对规定的尺寸、重量、数量、颜色和类似项目的细微变动视为缺陷。应根据行业惯例确定变动是否细微。

2.4 IMCD shall be entitled at all times, before starting or continuing its performance, to require security from the Purchaser for the fulfillment of any of its obligations under any Agreement. The security shall be provided in the manner stipulated by IMCD.
在开始或继续履行之前，艾敏斯帝应有权在所有时候要求买方对其履行在任何协议中的义务提供担保。买方应以艾敏斯帝规定的方式提供担保。

2.5 If the Purchaser has not provided security within 14 days of a request to that effect, in the manner stipulated by IMCD, all amounts owed by the Purchaser to IMCD shall be due and payable in full and immediately, without prior notice of default being required.
如果买方未能在艾敏斯帝提出要求后 14天内以艾敏斯帝规定的方式提供担保，买方应向艾敏斯帝付清其拖欠的所有款项，而无须艾敏斯帝提前发出买方违约的通知。

Article 3 DELIVERIES

第 3 条交货

3.1 Unless expressly agreed otherwise in writing, the delivery period specified and agreed will not be a final deadline. The mere fact that IMCD exceeds the agreed delivery period shall not constitute a breach of contract, shall not result in default or any liability to the Purchaser and shall not entitle the Purchaser to terminate the Agreement.
除了另有明确书面约定外，约定的和同意的交货期间不是最终截止期限。如果仅有艾敏斯帝超过了同意的交货期间的事实，这不应构成违反合同，不应导致对买方违约、或对买方承担任何责任，也不应使得买方有权解除协议。

3.2 If a delivery period has not been expressly agreed upon, a reasonable delivery period shall apply.
如果没有明确约定交货期间，合理的交货期间应适用。

3.3 IMCD shall have the right at all times to deliver in consignments, and shall always be entitled to invoice for such partial performances separately.
艾敏斯帝应有权在所有时候交付货物，并应总是有权对部分履行另外开具发票。

3.4 If the Purchaser does not accept delivery, or does not collect the products delivered within seven days after delivery and/or in the manner stipulated by IMCD, the Purchaser shall be in default without notice of default being required, and IMCD shall in any case be entitled to invoice for the agreed price. IMCD shall then also be entitled, without prejudice to its other rights under the law, to store the products at the Purchaser's expense and risk, all costs arising therefrom, including increases in duties, levies, premiums and the suchlike, shall be payable by the Purchaser.
如果买方未接受交货，买方未在交货后七天内和/或以艾敏斯帝规定的方式接受交付的产品，买方应构成违约，而无须艾敏斯帝发出违约通知，并且在任何情况下，艾敏斯帝应有权按照约定的价格开具发票。在不影响根据法律可获得的其他权利的情况下，艾敏斯帝还应有权保管产品，并由买方承担由此产生的费用和风险，由此产生的所有成本，

包括增加的关税、赋税、保险费和类似费用，都应由买方支付。

3.5 If a situation provided for in Article 3.7 arises, and, despite being given a reasonable time by IMCD, the Purchaser still fails later to take up the products or fails to do so in time and/or properly, IMCD shall be released from all its obligations. In that case, IMCD may offset the refund of the purchase price (if paid) against the storage costs incurred and against any loss of value which the products have sustained since delivery.
如果出现了第 3.7 条中规定的情形，并且尽管艾敏斯帝给予了合理的时间，买方仍未能在以后接受产品，或未能及时地和/或适当地接受产品，应免除艾敏斯帝的所有义务。在这种情况下，艾敏斯帝可以用退还的采购价格（如已支付）抵销从交货起发生的保管费用以及产品已遭受的任何价值损失。

Article 4 PRICES

第 4 条价格

4.1 Unless expressly agreed otherwise in writing, all prices shall be ex-works. All prices shall be exclusive of VAT, the costs of transporting and/or dispatching the products, other costs incurred in connection with delivery, government levies and/or taxes payable.
除了另有明确书面约定外，所有价格应是出厂价格，并且应不含增值税、运输和/或调运产品的成本，以及与交货、政府征税和/或应缴税款有关的其他成本。

4.2 IMCD shall be entitled at all times to change its prices, on condition that prices already agreed may be changed only if the cost-determining factors on which the prices are based have changed since the Agreement was concluded and prior to delivery. Such price adjustments will not entitle the Purchaser to terminate the Agreement. Such cost-determining factors include without limitation raw material prices, labor costs, social security costs, taxes (including VAT and other government levies), import and export duties and exchange rates.
艾敏斯帝应有权在所有时候变更价格，即如果在协议签订后，并在交货前，作为价格基础的成本决定因素发生了变动，艾敏斯帝可以变更已约定的价格。买方无权因该价格调整解除协议。这些价格决定因素包括但不限于原材料价格、劳动力成本、社会保障费用、税（包括增值税和其他政府征税）、进出口关税和汇率。

Article 5 TRANSPORT EQUIPMENT AND PACKAGING

第 5 条运输设备和包装

5.1 Unless otherwise agreed, returnable packaging provided by IMCD shall remain the property of IMCD at all times and must be returned to IMCD in perfect condition after use. If the returnable packaging is not returned in perfect condition, IMCD shall no longer be obliged to take back the returnable packaging, and the deposit charged shall not be returned either. Furthermore, the deposit shall not be returned if returnable packaging provided by IMCD is returned after it has been used by the Purchaser for more than two years. Only if the returnable packaging concerns intermediate bulk containers, the Purchaser will be charged a reasonable rent from 30 days after delivery, in addition to the deposit. This rent shall be charged after the intermediate bulk containers have been returned. IMCD shall have the right to deduct rent from the deposit.
除了另有约定外，艾敏斯帝提供的可回收包装应在所有时候仍是艾敏斯帝的财产，并在使用后必须完好地返还给艾敏斯帝。如果买方未能完好地返还可回收包装，艾敏斯帝应不再有义务收回可回收包装，并且也不会退还收取的保证金。而且，如果买方在使用了艾敏斯帝提供的可回收包装超过两年后，将它们返还给艾敏斯帝，艾敏斯帝不应退还保证金。仅如果可回收包装与中型散货容器有关，除了保证金外，从交货后 30 天起，艾敏斯帝会向买方收取合理的租金。艾敏斯帝应在买方返还中型散货容器后收取租金，并有权从保证金中扣除租金。

5.2 The loading or filling of transport equipment and/or packaging made available by the Purchaser shall take place at the Purchaser's expense and risk. If IMCD should nonetheless be liable, the provisions of Article 8 of these Terms and Conditions shall then be fully applicable.
买方应装载或填装提供给它的运输设备和/或包装，并自行承担费用和风险。但是，如果艾敏斯帝应负责，本条款与条件第 8 条的规定应完全适用。

5.3 IMCD shall have the right to refuse to load equipment and/or fill packaging if it does not fulfil reasonable safety requirements set by IMCD. In that case, IMCD shall not be liable for any costs arising from a possible delay. Costs shall also be understood to include the costs referred to in Article 3.7.
如果运输设备或包装不符合艾敏斯帝设定的合理安全要求，艾敏斯帝有权拒绝装载运输设备或填装包装。在这种情况下，艾敏斯帝不应对可能延误造成的任何成本承担责任。应理解该成本包括第 3.7 条中提到的成本。

Article 6 RETURNS, COMPLAINTS AND GUARANTEE

第 6 条退货、投诉和保证

6.1 Without prior written consent on its part, IMCD shall not be obliged to accept returns from the Purchaser. If products are returned without the prior written consent of IMCD, their dispatch and storage after their return shall be at the Purchaser's expense and risk.
未经艾敏斯帝提前书面同意，艾敏斯帝不应有义务从买方接受退货。如果未经艾敏斯帝提前书面同意，买方退还了产品，在退还产品后 发生的运输和保管费用和风险应由买方承担。

6.2 The risk in returned products shall continue to be borne by the Purchaser until IMCD has accepted the return and the returned products in writing, to which acceptance IMCD may attach conditions.
在艾敏斯帝已书面接受了退货和退还的产品之前，买方应继续承担退还的产品的风险，并且艾敏斯帝可对接受退还的产品附加条件。

6.3 The Purchaser shall itself be responsible for checking, or having someone check, the conformity of products during their delivery. Complaints must be made in writing within 14 days of the time of delivery, stating the reasons for the complaint and if possible accompanied by proof, failing which the Purchaser shall be deemed to have accepted the quantity and quality of the products and shall lose any claim against IMCD in respect of defects in the products supplied, subject to the provisions of Article 7 regarding warranties.
买方应对在产品交货期间检验或委托他人检验产品的合格性自行承担责任。买方必须在交货后 14 天内提出投诉，说明投诉原因，并且如果可能，附上证据，如果买方未能这样做，应视为买方已接受了产品的数量和质量，并失去了根据第 7 条中与保证有关的规定对供应的产品中存在的缺陷向艾敏斯帝提出索赔的权利。

6.4 Complaints about products which have already been treated and/or processed in any way after delivery shall not be accepted.
艾敏斯帝不应受理在交货后以任何方式处理的和/或进行的产品投诉。

6.5 Submitting a complaint will not release the Purchaser from its payment obligations.
提出投诉不应免除买方的付款义务。

6.6 If a complaint is submitted in time and in accordance with these Terms and Conditions, and IMCD is reasonably of the opinion that the complaint is justified, IMCD shall be free to choose either to deliver what is lacking, or to redeliver the products found to be unsound free of charge, or to grant a discount on the price. By performing in one of the stated ways, IMCD shall have discharged its guarantee obligation fully and shall not be obliged to pay any further compensation. Replaced products shall become the property of IMCD.
如果买方根据本条款与条件及时提出了投诉，并且按照艾敏斯帝的合理意见，投诉是有正当理由的，艾敏斯帝应自由选择免费交付缺失的产品、或重新交付被发现有缺陷的产品、或减价。通过实施规定的一种方式，艾敏斯帝应已充分履行了它的保证义务，并不应有义务支付任何其他赔偿。被更换的产品应是艾敏斯帝的财产。

6.7 The guarantee on products delivered by third parties may never extend beyond the guarantee that is provided to IMCD by the manufacturer or importer of those products.
第三方交付的产品的保证期间不得超过这些产品的制造商或进口商向艾敏斯帝提供的保证期间。

6.8 Any claim under this Article 6 shall in any case lapse three months after the time of delivery.
在任何情况下，根据第6 条提出的任何索赔应在交货后3 个月失效。

Article 7 WARRANTY

第 7 条保证

IMCD warrants to the Purchaser that the products sold to the Purchaser shall at the moment of delivery comply with the specifications as provided by IMCD to the Purchaser for such products. IMCD does not make any express or implied warranty as

to the merchantability or fitness for any particular purpose of the products. This warranty will lapse if the Purchaser fails to fulfil its obligations under the Agreement and/or these Terms and Conditions. Invoking the warranty will not release the Purchaser from its obligations under the Agreement and/or these Terms and Conditions. In case of a breach of the warranty, the Purchaser's only remedy is a claim for performance of the Agreement by IMCD.
艾敏斯帝保证，在交货时，它向买方出售的产品符合艾敏斯帝向买方提供的产品规范。艾敏斯帝没有对产品的适销性或适于特定目的做出任何明示的或默示的保证。如果买方未能履行它在协议和/或本条款与条件中的义务，本保证失效。质疑保证不会免除买方在协议和/或本条款与条件中的义务。如果艾敏斯帝违反了保证，买方的唯一救济是要求艾敏斯帝履行协议。

Article 8 LIABILITY

第 8 条责任

8.1 IMCD will not be liable for any damage sustained by the Purchaser, irrespective of whether this damage is the result of failure by IMCD to fulfil its obligations under the Agreement and/or these Terms and Conditions (including the warranty obligation of Article 7), or of any act and/or omission by IMCD itself and/or by others acting on IMCD's instructions, unless the Purchaser proves that the damage is the result of intentional or wilful recklessness by, exclusively, IMCD's management.
艾敏斯帝不会对买方遭受的任何损害承担责任，而不管该损害是由于艾敏斯帝未能履行它在协议和/或本条款与条件（包括第 7 条的保证义务）中的义务、或艾敏斯帝本身和/或听从艾敏斯帝指示的其他人的任何行为和/或疏忽造成的，除非买方证明该损害是仅由于艾敏斯帝管理层的故意或因重大过失造成的。

8.2 IMCD shall never be liable for indirect loss of any kind including consequential loss and lost profits, and non-material loss suffered by the Purchaser or by a third party as a result of IMCD, or a person for whom it is liable under the law, failing in the performance of the Agreement.
艾敏斯帝不应对任何种类的间接损失承担责任，包括由于艾敏斯帝或根据法律对艾敏斯帝承担责任的人未能履行协议而使得买方或第三方遭受的结果性损失、利润损失和非实质损失。

8.3 IMCD shall not be liable for damage or loss, of whatever nature and in whatever form, which arises or is incured after the products delivered by IMCD have been treated and/or processed.
艾敏斯帝不应对在处理和/或加工它交付的产品后出现的、任何性质和任何形式的损害或者损失承担责任。

8.4 IMCD does not guarantee the completeness and accuracy of information received by IMCD from its own supplier and will not be liable for any damage - of whatever nature and in whatever form - incurred as a result of the incompleteness or inaccuracy of this information.
艾敏斯帝不会对其从自己的供应商收到的信息的完整性和准确性承担责任，并且也不会由于该信息的不完整或不准确造成的、任何性质和任何形式的损害承担责任。

8.5 The liability of IMCD shall at any event be limited at all times per event, with a series of connected events counting as one event, to the amount that is paid out under IMCD's business liability insurance policy in the case concerned.
在任何情况下，艾敏斯帝对每起事件（一系列相关的事件算作一起事件）的责任在所有时候应限于根据有关的艾敏斯帝商业责任保险单赔偿的保险金额。

8.6 The Purchaser must compensate IMCD for, and indemnify it against, all third-party claims, for whatever reason, in connection with compensation for any damage, costs, interest and/or losses which arise in connection with the products delivered by IMCD to the Purchaser, unless and insofar as the Purchaser demonstrates that the claim falls exclusively within IMCD's area of responsibility.
对由于任何原因，艾敏斯帝向买方交付的产品造成的、与任何损害、成本、利息和/或损失有关的所有第三方索赔，买方都应对艾敏斯帝予以赔偿和补偿，除非、并在一定范围内买方证明该索赔仅在艾敏斯帝的责任范围内。

8.7 The provisions of this Article shall also apply in favor of all legal or natural persons used by IMCD to perform the Agreement.
本条的规定还应适用于和有利于艾敏斯帝雇佣的、履行协议的所有法人或自然人。

8.8 Any claim for damages shall in any case lapse three months after the time of delivery.
在任何情况下，对损害的任何索赔在交货后三个月失效。

Article 9 COMPLIANCE WITH LAWS

第 9 条遵守法律

9.1 Without prejudice to the other provisions in this Article 9, the Purchaser shall comply with all applicable laws and regulations in performing its obligations under the Agreement in a manner consistent with the IMCD Code of Conduct. The Purchaser confirms to have read and agreed to the IMCD Code of Conduct, which is available at the following website: www.imcdgroup.com
在不影响第九条的其他规定的情况下，买方应在履行协议中的义务时以与艾敏斯帝的行为规范一致的方式遵守所有可适用的法律和法规。买方确认已经阅读并同意艾敏斯帝在如下网址的行为规范：www.imcdgroup.com。

9.2 The Purchaser shall procure that any third parties to whom the products from IMCD will be supplied, whether in original form or as intermediate or end-product, are under the same obligations as set out in this Article 9 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance.
买方应保证，如果它向任何第三方供应了艾敏斯帝产品，而无论以原始形式，还是作为中间产品或最终产品，这些第三方应遵守第 9 条中列出的相同义务，以使处于供应链下端的所有第三方以及最终用户都遵守同样严格的规定。

9.3 The Purchaser agrees to indemnify and hold harmless IMCD, its officers, employees, agents, and representatives, from and against all damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney fees, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of Purchaser's failure to adhere to the provisions of this Article 9.
如果由于买方未能遵守本第 9 条的规定，使得艾敏斯帝发生了任何索赔、案件、诉讼、程序、要求、判决或和解，并因此遭受了所有损害、损失、责任、罚款、成本和费用，包括律师费，买方同意对艾敏斯帝、它的管理人员、员工、代理人和代表予以赔偿，并免除它们的责任。

Article 10 FORCE MAJEURE (NON-ATTRIBUTABLE NON-PERFORMANCE)第 10 条不可抗力（非由于未能履行造成的）

10.1 In the event that, due to force majeure, IMCD is prevented from performing the Agreement, or performance becomes more costly, IMCD shall have the right to suspend the Agreement in full or in part for the duration of the force majeure situation, or to terminate the Agreement in full or in part, without judicial intervention and without IMCD being obliged to pay any compensation.
如果由于不可抗力，艾敏斯帝而不能履行协议，或它的履行成本更高的，艾敏斯帝应有权在不可抗力情形的持续期间中止全部或部分协议、或解除全部或部分协议，而不会引起司法干预，艾敏斯帝也没有义务支付任何赔偿。

10.2 The term "force majeure" shall be understood to mean any circumstance, both foreseen and unforeseen, that permanently or temporarily prevents the performance by IMCD of the Agreement. Such circumstances shall in any case be understood to include inability to pay for whatever reason, strikes, excessive staff sickness, interruptions in production, transport problems, fire and other business disruptions, import, export and transportation bans, late or defective delivery by IMCD's suppliers, and other events beyond the control of IMCD, such as flood, storm, natural and/or nuclear disasters, war and/or threat of war, but also changes in legislation and/or government measures. In addition, IMCD may always rely upon force majeure in the case of unsuitability of products and/or persons used by IMCD to perform the Agreement.
应将术语"不可抗力"理解为可预见的和不可预见的任何情形，它们永久地或暂时地阻止艾敏斯帝履行它在协议中的义务。在任何情况下，应将该情形理解为包括由于任何原因不能付款、罢工、大量员工生病、生产中断、运输问题、火灾和其他业务中断、进口、出口和运输禁止、艾敏斯帝供应商的延迟交货或交货缺陷，以及超出艾敏斯帝控制的其他事件，例如洪水、暴雨、自然灾害和/或核灾害、战争和/或战争威胁，还包括立法和/或政府措施的变更。此外， 如果为了履行协议，艾敏斯帝使用的产品、或雇佣的人不合格，艾敏斯帝可总是援引不可抗力。

10.3 If IMCD suspends performance of the Agreement in accordance with the provisions of this Article 10, the Purchaser must, at the request of IMCD, extend any letters of credit prescribed by the Agreement and/or the security required in accordance with Article 2.4 of these Terms and Conditions up to the new delivery date.

如果艾敏斯帝根据本第 10 条的规定中止履行义务，买方必须在艾敏斯帝要求时延长协议规定的任何信用证和/或根据本条款与条件第2.4条要求的担保，直至新交货日期。

Article 11 PAYMENT

第 11 条付款

11.1 Unless agreed otherwise in writing, payment must be made within 14 days of the invoice date, without any discount and/or setoff, in the currency specified on the invoice.
除了另有书面约定外，买方必须以发票中规定的货币，在发票日期后 14 天内付款，而不得进行任何折扣和/或抵销。

11.2 If payment in full is not made within the period stated, the Purchaser shall be in default by operation of law and shall be liable to pay interest at the rate of 10% per annum on the amount outstanding as from the day of the default until the day of payment in full. If the statutory commercial interest is more than 10%, the Purchaser shall be liable to pay the statutory commercial interest
如果买方未在规定的期间内支付全部款项，它应构成违约，并应有责任按照每年 10%的利率，从违约之日起到全额付款之日，对未支付的金额支付利息。如果法定商业利率高于 10%，买方应有责任按照法定商业利率支付利息。

11.3 The Purchaser shall fully pay to IMCD its actual judicial and extrajudicial costs, including legal fees, incurred as a result of the Purchaser's failure to fulfil its obligations under the Agreement in full and/or on time, whereby in any event the Purchaser is obliged for any such failure to pay to IMCD at least extrajudicial costs amounting to 15% of the outstanding amount, with a minimum of EUR 125.
如果由于买方未能充分和/或按时履行它在协议中的义务，使得艾敏斯帝发生了实际的司法和司法外费用，包括诉讼费，买方应对艾敏斯帝予以全额赔偿，并且在任何情况下，由于该未能履行，买方有义务向艾敏斯帝支付金额至少为未支付费用 15%的司法外费用，最低为 125 欧元。

11.4 Without prejudice to the provisions of Article 6.3, complaints about invoicing may only be made within the payment term. Complaints must be submitted in writing. The submission of a complaint shall not suspend the Purchaser's payment obligation.
在不影响第 6.3 条的规定的情况下，买方仅可在付款期间内提出与开具发票有关的投诉。买方必须以书面方式提交投诉。提交投诉不应中止买方的付款义务。

11.5 Payments shall be deducted firstly from judicial costs, extrajudicial collection costs and interest payable, and then from the outstanding principal sums, starting with the oldest outstanding principal sums, regardless of any instructions to the contrary from the Purchaser.
应首先从司法费用、司法外回款费用和应付利息中扣除付款，然后从最早的未支付本金开始，从未支付的本金中扣除付款，而不管买方是否有任何相反指示。

11.6 The Purchaser will be unable to offset any debt to IMCD against any claim of the Purchaser against IMCD.
买方不得根据它对艾敏斯帝的任何索赔抵销对艾敏斯帝的任何债务。

Article 12 SUSPENSION AND TERMINATION

第 12 条中止和解除

12.1 Without prejudice to the provisions of Article 10, and without prejudice to the right to claim compensation, IMCD may suspend the fulfilment of its obligations under the Agreement either wholly or in part or terminate the Agreement either wholly or in part out of court by means of a written notification, without any obligation to pay compensation, in the event that (there is a reasonable expectation that):
如果发生了下列情形（或合理地预期发生下列情形），在不影响第10条的规定的情况下，并且在不影响要求赔偿的权利的情况下，艾敏斯帝可通过书面通知，未经法院中止履行它在协议中的全部或部分义务、或解除全部或部分协议，并且无须承担支付赔偿的任何义务：

a) the Purchaser materially fails to fulfil one of its obligations under the Agreement, such as its obligation to pay on time and in full;
买方实质上未能履行它在协议中的某项义务，例如它按时和全额付款的义务；

b) an attachment is made against the Purchaser;
买方的财产被扣押；

c) the Purchaser is granted a moratorium;
对买方授予了延期偿付令；

d) a petition is filed for the Purchaser's bankruptcy, or the Purchaser is declared bankrupt;
对买方提交了破产申请，或买方被宣布破产；

e) the Purchaser makes a payment arrangement with one or more of its creditors;
买方与它的一名或多名债权人做出了债务偿还安排；

f) the Purchaser dies, is placed under guardianship or put into administration; or
买方死亡，或处于监护或监管之下；

g) the Purchaser's business is sold or dissolved.
买方的业务被出售或解散。

12.2 If, in accordance with Article 12.1, IMCD suspends performance of the Agreement, the Purchaser must, at the request of IMCD, extend any letters of credit prescribed by the Agreement and/or security required in accordance with Article 2.4 of these Terms and Conditions up to the new delivery date.
如果根据第 12.1 条，艾敏斯帝中止履行协议，买方必须在艾敏斯帝要求时，延长协议规定的任何信用证和/或根据本条款与条件第2.4 条要求的担保，直至新交货日期。

12.3 If, in accordance with Article 12.1, IMCD terminates the Agreement in whole or in part, IMCD may claim back, as its property, any products delivered but not yet paid for in full, offset against any sums already paid, without prejudice to its right to compensation.
如果根据第 12.1 条，艾敏斯帝解除了全部或部分协议，艾敏斯帝可以作为它的财产，索回它交付的、但是还没有付清款项的任何产品，或抵销任何已支付的金额，而不影响它获得赔偿的权利。

12.4 If one of the situations described in Article 12.1 arises, all amounts owed by the Purchaser to IMCD shall be due and payable in full and immediately, without prior notice of default being required.
如果在第 12.1 条中描述的某种情形发生，买方应立即付清它应付给艾敏斯帝的所有款项，而无须艾敏斯帝提前发出买方违约的通知。

12.5 The Purchaser may not suspend compliance with its obligations under or in connection with the Agreement or these Terms and Conditions on whatever grounds.
买方不得以任何理由中止履行它在协议或本条款与条件中的或与之有关的义务。

Article 13 RESERVATION OF TITLE

第 13 条所有权保留

13.1 The products which IMCD supplies to the Purchaser will remain the property of IMCD until the Purchaser has paid all amounts, including interest and costs, it owes to IMCD under or in connection with the Agreement.
在买方付清所有款项（包括根据协议或与协议有关，买方应付给艾敏斯帝的利息和费用）之前，艾敏斯帝向买方提供的所有产品仍是艾敏斯帝的财产。

13.2 Before payment has been made in full, the Purchaser shall not have the right to fully or partially pledge the products to third parties. Purchaser shall further not have the right to transfer ownership of the products, other than in accordance with its normal activities or the normal use of the products.
在付清全部款项之前，买方不应有权将全部或部分产品抵押给第三方。除了根据买方的正常业务活动或对产品的正常使用进行的转让外，买方还不应有权转让产品的所有权。

13.3 The Purchaser shall keep the products delivered subject to a reservation of title with due care and as the recognisable property of IMCD and shall insure these products against damage and theft.
买方应根据所有权保留以应有的关注保管交付的产品，且作为可识别的艾敏斯帝财产，应对这些产品投保，以防范损害和盗窃。

13.4 If one of the situations described in Article 12.1 arises, IMCD shall have the right to take back itself, or have someone else take back, the products which are its property, at the Purchaser's expense, from the place where they are located. The Purchaser will cooperate fully and hereby authorises IMCD irrevocably, if that situation arises, to enter, or have someone enter, the premises in use by or for the Purchaser.
如果在第 12.1 条中描述的某种情形发生，艾敏斯帝应有权从产品所在地亲自收回或委托他人收回属于它的财产的产品，并由买方支付费用。如果该情形发生，买方应与艾敏斯帝密切合作，并据此不可撤销地授权艾敏斯帝进入或委托他人进入买方使用的、或为了买方使用的场地。

13.5 The Purchaser shall not be permitted to rely upon a right of

retention with regard to the costs incurred in connection with the safekeeping pursuant to Article 13.3, or to offset those costs against its performance.
买方不应援引对与根据第 13.3 条进行保管有关而发生的费用的保留权，或根据它的履行抵销这些费用。

13.6 If the Purchaser forms a new product from, or partly from, the products delivered to it by IMCD, IMCD shall have co-ownership title and rights on the new product in proportion of the value of the products processed or mixed in relation to the new product. Furthermore, the Purchaser shall keep (part of) the product for IMCD, and IMCD shall always remain the owner equal to its share of co-ownership until all the obligations referred to Article 13.1 have been fulfilled.
如果买方使用艾敏斯帝交付给它的产品或部分产品生产了新产品，艾敏斯帝应按照与新产品有关加工或混合的产品比例，对新产品拥有共同所有权。而且，在买方完成在第 13.1 条中的所有义务之前，买方应为艾敏斯帝保管（部分）产品，并且艾敏斯帝应按照它的共同所有权比例仍是产品的所有人。

Article 14 INTELLECTUAL PROPERTY

第 14 条知识产权

14.1 The Agreement and these Terms and Conditions do not entail any transfer or licensing of any intellectual property rights to the Purchaser.
协议和本条款与条件没有造成将任何知识产权转让或许可给买方。

14.2 The Purchaser warrants to IMCD at all times and indemnifies IMCD in this respect that the use by IMCD of data, specifications or material provided by the Purchaser does not breach any statutory regulation or infringe third-party rights.
买方在所有时候向艾敏斯帝保证，艾敏斯帝使用买方提供的数据、说明或材料不会违反任何强制性规范或侵犯第三方权利，否则，会对艾敏斯帝予以赔偿。

Article 15 INVALIDITY AND CONVERSION

第 15 条无效和变更

If any provision in the Agreement or these Terms and Conditions is held to be or becomes illegal, invalid, not binding or unenforceable (in each case either in its entirety or in part) under any law of any jurisdiction:
如果根据任何管辖区的法律，协议或本条款与条件中的任何规定被认为是违法的、无效的、没有约束力的或不可执行的（在每种情况下，全部地或部分地）

a) that provision shall to the extent of its illegality, invalidity, lack of binding effect or unenforceability be deemed not to form part of this agreement but the legality, validity, binding effect and enforceability of the remainder of the Agreement or these Terms and Conditions shall not be affected; and
应在该规定违法、无效、缺乏约束力或不可执行的范围内，将该规定视为没有构成协议的组成部分，但是，协议或本条款与条件其余规定的合法性、有效性、约束力和可执行性应不受影响；

b) a provision will apply between IMCD and the Purchaser which is legal, valid, binding and enforceable which is as similar as possible in terms of contents and purpose.
与原规定的内容和目的尽可能相似的、合法的、有效的、有约束力的和可执行的规定会适用于艾敏斯帝和买方。

Article 16 APPLICABLE LAW AND COMPETENT COURT

第 16 条适用法律和管辖法院

Peoples Republic of China law shall apply exclusively to all Agreements and to these Terms and Conditions, including to any non-contractual obligation arising out of or in connection with the Agreement or these Terms and Conditions.
凡与本协议有关的，包括本协议的条款条件，以及任何因本协议可能产生的非合同的责任义务均适用中华人民共和国法律。

Any disputes arising from the performance of, or in connection with this Agreement shall be settled through friendly consultations between both Parties. In case no settlement can be reached through consultations, the disputes shall be referred to the People's court in Xuhui, Shanghai, PRC.
在本协议履行过程中所产生的纠纷，双方应友好协商解决，协商不成的， 争议提交中国上海市徐汇区人民法院诉讼管辖。