

**术语**

“**矽比科 (Sibelco)**”或“**我方**”指矽比科 (Sibelco) 集团旗下接受订单的法人实体。

“**商品**”指订单中说明的商品。

“**订单**”指商品的订购单, 包括规范表。

“**客户**”指下发订单并从 Sibelco 采购商品的法人实体。

“**规范表**”指订单中阐明或附加的商品描述/规格。

- 1) 商品的生产和筛选过程中已采取必要的措施, 但是, 对于客户声称的产品在一般或特定用途中的不适当性或者因此产生的任何附带损失或间接损失, 我方无法承担责任。
- 2) 如果, 交付的产品存在与样品有异的任何缺陷, 并且我方在交付之日起 7 天内收到缺陷通知, 则由我方选择是否向客户赔偿缺陷商品的交货成本或为客户提供免费更换。
- 3) 我方将付诸一切合理努力满足期望的交货日期, 但诸多因素可能意外造成延期交货 (尤其, 但不限于): 罢工、停工、船舶故障、海洋危害、无法以合理价格获得船运, 或者我方无法掌控的其他原因。
- 4) 除上述第 (2) 条中规定外, 我方无法对超出我方掌控的原因而产生的延期交货分担责任, 无法对客户以任何理由或在任何情况下未经我方书面确认的产品缺陷分担责任。
- 5) 我方代理人或关联公司均受本文件条款所约束。
- 6) 订单应受矽比科 (Sibelco) 所在国或注册成立所在国的法律所支配。联合国国际货物销售合同公约 (CISG) 完全不适用于矽比科 (Sibelco) 与客户间的任何和一切交易。任何与订单有关的纠纷应排他性地通过对客户主要营业地或矽比科 (Sibelco) 主要营业地具有司法管辖权并由矽比科 (Sibelco) 自由选择的法庭受理。
- 7) 客户应支付订单所对应的发票金额, 并在开具发票日期起【】日内以银行转账形式将其划拨至发票上注明的矽比科 (Sibelco) 的银行账号。应付款到期或到期后仍未支付的任何金额应产生利息, 起息日为到期日, 至发票款项结算之日, 日息为 0.5%。若客户连续两次未在到期日结清发票款项, 矽比科 (Sibelco) 有权要求客户结清全部款项, 包括已到期和未到期, 并以最先到期日为利息起算日计算利息, 同时, 矽比科 (Sibelco) 有权选择继续、中止或终止剩余订单, 并要求赔偿损失。采购价格全额付清之前, 产品的所有权仍属于矽比科 (Sibelco)。

**8) 责任免除**

- a) 商品的出售基于订单或规范表中规定的参数。由于实际参数与规定参数存在误差, 我方强烈建议买方在使用之前测试所有商品, 确认商品符合或适合于买方的用途。对于客户接收货物后 3 日内未书面提出异议的, 视为产品合格, 此后产生的任何问题与矽比科 (Sibelco) 无关。对于因商品不符合其预期用途而使买方遭受的任何损失, 矽比科 (Sibelco) 不承担任何责任。
  - b) 若商品交付后进行任何转运, 我方无法提供使商品在转运后能够正常使用的保证、条件或承诺, 无论明示或默示。
  - c) 依据上述第 (a) 款, 如果商品或商品的一部分不符合规定参数或不适合用于其预期用途, 则由矽比科 (Sibelco) 自行选择依据销售条件更换或重新提供相关商品, 或者将商品的部分采购价格退还给买方。如果依据本条款对商品进行了更换或重新供应, 则矽比科 (Sibelco) 对相关商品承担的责任仅限于必要的测试和更换费用。除本文件中另外规定外, 若依据本文件供应的商品不符合合同内容, 矽比科 (Sibelco) 无法因此使买方蒙受或使买方产生的任何财产损害或间接损失分担责任, 客户不得以上述或其他任何理由由拖延支付货款。同时矽比科 (Sibelco) 采取更换产品、退还价款等任何措施并不当然视为对产品任何问题的确认。
- 9) 未经矽比科 (Sibelco) 提前书面同意, 客户的采购条件或对条款的任何修改不具效力。一旦接受订单, 客户特此明确同意——其自身的采购或购置条件不适用于任何订单。客户和矽比科 (Sibelco) 之间的所有销售应排他性地受订单条款和本文件条款所支配。  
订单的修改必须经过客户和矽比科 (Sibelco) 的书面认可。  
若订单和本文件条款之间出现任何不一致, 应以订单为准。

**Definitions**

“**Sibelco**” or “**we**” means the legal entity of the Sibelco group accepting the Order.

“**Goods**” means the goods described in the Order.

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“**Order**” means the purchase order for Goods, together with the Specification.  
“**Customer**” means the legal entity issuing the Order and purchasing the Goods from Sibelco.

“**Specification**” means the description / specifications of the Goods as set out in or attached to the Order.

- 1). Every precaution is taken in the production and selection of the Goods but we accept no liability for any alleged unfitness for general or particular use or for any incidental or consequential loss arising therefrom.
- 2). If any defect exists in the Goods delivered by its relative to sample and we receive notification within 7 days of delivery we will at our option reimburse the delivered cost of the defective Goods or make a free replacement.
- 3). All reasonable efforts will be made to comply with desired delivery dates but delays may be occasioned by (amongst other things, but not limited to): strikes, lockouts, breakdowns in shipping, the hazards of the sea, the non-availability of shipping at reasonable rates, or other causes beyond our control.
- 4). We accept no responsibility for delays in delivery arising from causes beyond our control and incur no liability for alleged defects in delivery on any ground or in any circumstances save as in Term (2) mentioned above.
- 5). None of our agents or associated companies is to vary, in any way, these Terms.
- 6). The Order shall be governed by the laws of the country in which Sibelco is located/incorporated. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded for any and all transactions between Sibelco and the Customer. Any dispute in connection with the Order shall be heard, at Sibelco's exclusive option and discretion, at the court having jurisdiction over Customer's principal place of business or Sibelco's principal place of business
- 7). Customer shall pay the invoices in connection with an Order by transfer to the bank account indicated on Sibelco's invoice, within [●] days after the date of invoice.

Any payments not made on or before the due date shall accrue interest, from the due date until settlement of the invoice, at a daily rate equal to 0.5 %. The non-payment of 2 consecutive invoices on due date gives the Sibelco the right to claim payment of the amounts owing and not yet due, as well as to cancel or suspend outstanding orders without any formality and without prejudice to the right of Sibelco to claim damages.

Title to the Product shall remain with Sibelco until full payment of the purchase price.

**8). Exclusion of Liability**

- a). The Goods are sold to the stated parameters in the Order or Specification. Since variation within the stated parameters will occur, the Purchaser is most strongly recommended to test all Goods before using them in order to ascertain their fitness or suitability for the Purchaser's purpose. Sibelco is not liable to the Purchaser in respect of any loss caused to the Purchaser by reason of the Goods being unfit for the purpose for which they are intended.
  - b). There is no warranty, condition or undertaking expressed, or implied, requiring the Goods to be able to survive any transit undertaken following delivery.
  - c). Where the Goods or a proportion of them do not conform with the stated parameters or are unfit for the purpose for which they are intended pursuant to sub-clause (a) above, Sibelco will at its option either exchange or re-supply those Goods subject to these conditions of sale or refund to the Purchaser a proportionate part of the price of the Goods. Where the Goods are exchanged or re-supplied under this sub-clause Sibelco's liability in respect of those Goods is limited to the necessary costs of testing and exchange. Save as herein provided, Sibelco does not accept any liability whatsoever for any damage to property or consequential loss howsoever arising caused to or incurred by the Purchaser by reason of the Goods supplied hereunder not being in accordance with the contract.
- 9). Customer's conditions of purchase or any modifications to these Terms shall not be effective except with Sibelco's prior written consent. Once accepting an Order, Customer hereby expressly agrees and consents that its own conditions of purchase or procurement do not apply to any Order. All sales between Customer and Sibelco shall be exclusively governed by the terms of the Order and these Terms.

Order amendments must be accepted by Customer and Sibelco in writing.  
To the extent of any inconsistency between the Order and these Terms, the Order shall prevail.