

General Terms of Sale

销售通用条款

For the purpose of these general terms of sale, the term "Seller" shall mean the Bekaert company mentioned on the reverse side of this document and "Buyer" shall refer to any person/entity acquiring Products (defined here below) from the Seller (collectively, the "Parties").

就本销售通用条款而言，“卖方”指本文件反面所提及的贝卡尔特旗下公司，“买方”指向卖方购买产品（定义见下文）的任何个人或实体（统称为“双方”）。

Article 1. - Application

第一条 适用

- 1.1. These General Terms and Conditions of Sale shall be applicable to any sales of products or supply of services ("Products") by the Seller, unless other terms are expressly accepted in writing by the Seller. All such sales are made expressly conditional upon these terms and conditions.

除非卖方以书面形式明确接受其他约定，否则本销售通用条款和条件应适用于卖方的任何产品销售或服务提供（“产品”）。所有此类销售均明确地受制于这些条款和条件。

- 1.2. The terms hereof may be modified from time to time by Seller, by notice to Buyer. Each such modification shall be binding upon Buyer with respect to all purchases occurring after the date of such modification.

卖方可能会不时地通过通知买方来修改本文件的条款。每个此类修改均对发生在该修改之日后的所有交易中的买方具有约束力。

Article 2. - Offers – Acceptance

第二条 要约与接受

- 2.1. All quotations, bids and prices are communicated without binding the Seller. They may be modified at any time without prior notice. The order of the Buyer shall constitute the offer.

所有来往的报价、出价与价格均不约束卖方，并可于任何时间修改且无需提前通知。买方的订单将构成要约。

- 2.2. All purchase orders, including those received or accepted by representatives or agents of the Seller, shall commit the Seller only after his written acceptance, in the form of an order confirmation.

所有的采购订单，包括卖方的代表或代理所收到或接受的订单，应在卖方以订单确认函的形式书面接受后约束卖方。

Article 3. - Delivery

第三条 交付

- 3.1. All sales are governed by the "Incoterms® 2020".

所有的买卖交易均适用《国际贸易术语解释通则®2020 版》。

3.2. Unless otherwise stipulated, all deliveries shall be made under the ex-works Incoterms® 2020.

除非另有约定，所有的交付为《国际贸易术语解释通则®2020 版》下的“工厂交货”。

3.3. The date of delivery stated in the order acceptance or confirmation is an estimated date and Seller shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. In case of non-delivery of the Products within three (3) months after the date stated, the Buyer shall have the right to invoke this delay to claim cancellation of the contract, excluding all claims for damages, on the condition that he informs the Seller of his intention, by telex, telefax, email or letter within fifteen (15) days after the three (3) months have expired.

订单接受或确认函中所述的交付日期为预期交付日期，卖方应尽商业上合理的努力在承诺的时间内装运，但不对此作出保证，也不因未能做到而承担任何责任。若于所述交付日期之日起三（3）个月内尚未完成交付，买方应有权以该等延迟为由要求取消交易而无权进行其他索赔，前提是买方通过传真、电传、电子邮件或书信方式在上述三（3）个月期限后的十五（15）日内通知卖方其取消交易之意图。

3.4. Within fifteen (15) days after giving such notice, the Seller shall either accept this cancellation or commit himself to deliver within thirty (30) days; if he does not respect this last commitment, the sale shall be cancelled.

在买方作出上述通知之日起的十五（15）日内，卖方应接受该取消交易或承诺于三十（30）日之内交付；若卖方仍未能遵守其最后的承诺，该交易应被取消。

3.5. The Seller reserves the right to make a partial delivery and to deliver the ordered Products with a ten per cent (10%) tolerance due to technical reasons. In case of partial delivery, partial payment shall become due.

卖方保留部分交付以及因技术原因在百分之十（10%）的误差范围内交付预定产品的权利。在部分交付的情况下，部分货款将随之到期。

Article 4. - Warranty

第四条 保证

4.1. Except as expressly provided herein and except as limited hereby, Seller warrants that Products will conform, at the time of delivery to Buyer, to the specifications specified in Seller's quotation, order acknowledgment, invoice or as otherwise communicated by the Seller. Products Warranty period, as further described in Article 4.4, is limited to six (6) months as from the date of delivery.

除非本文另有明确规定或限制外，卖方保证产品在交付给买方时符合卖方报价单、订单确认书、发票或卖方另行传达的规格。如第 4.4 条所述，产品的质量保证期限于自交付之日起六（6）个月。

4.2. The acceptance of the Products at the time of delivery implies "clean receipt" and covers all visible defects.

交付时对产品的接受即视为“清洁收货”并将覆盖所有可见的瑕疵。

4.3. Claims for defects visible at delivery must be submitted by the Buyer in writing to the Seller within three (3) days following delivery. Failure to submit a claim during this time frame shall constitute an acknowledgement and acceptance on the side of the Buyer that the Products do not contain any visible defects at the time of delivery.

有关交付时对于可见瑕疵的索赔应于交付后三（3）日内由买方以书面的形式提交给卖方。未在前述期间内提交索赔即构成买方对于产品在交付时不包含任何可见缺陷的确认和接受。

4.4. Claims for hidden defects (that is, that the Products do not meet the specification as described in Article 4.1) can be considered only if the defects appear within a period of six (6) months

following delivery, and are notified to the Seller by telex, telefax, email or letter within three (3) days following their discovery.

有关隐藏瑕疵的索赔（即产品不符合第 4.1 条所述的规格）仅在该等瑕疵在交付后六（6）个月内出现，并且买方于其发现该等瑕疵之日后三（3）日内通过传真、电传、电子邮件或书信方式通知卖方的情况下方可予以考虑。

- 4.5. In the event that the Buyer finds the Products to breach the warranty as provided in 4.1 within the period as provided in Article 4.4, the Buyer should contact the Seller and inform it of such. Seller may request that photographs and/or samples of the non-compliant Products be sent to it for review and analysis. In the event that the Seller determines that the Products do not meet the warranty as provided in Article 4.1, the Seller shall, at its choice, repair, refund or replace the Products as soon as a reasonably practicable. It is agreed that this is the Buyers sole remedy in the event of a warranty claim.

如果买方发现产品在第 4.4 条规定的期限内违反了第 4.1 条规定的质量保证，买方应联系卖方并告知上述情况。卖方可要求买方提供不符合规格的产品照片和/或样品以进行检查和分析。如果卖方确定产品不符合第 4.1 条规定的质量保证，卖方应自行选择在合理可行的情况下尽快维修、退款或更换产品。双方同意，这是买方在发生质量索赔时的唯一救济措施。

- 4.6. Unless explicitly agreed in writing, the Seller does not guarantee that the Products are fit for any specific purpose nor meet the requirements of a specific use or process.

除非书面明确同意，卖方不保证产品符合任何特殊目的、满足特定使用或工艺的要求。

Article 5. - Liability

第五条 责任

- 5.1. In no event shall Seller be liable for any defects, failures, loss of or damage caused by or resulting from (i) products which have been subjected to misuse, misapplication or neglect, damaged by accident, rendered defective by reason of improper installation, not used as recommended and in accordance with approved installation and operating practices or rendered defective by the performance of repairs or alterations outside of Seller's plant, except when performed under Seller's specific authority; (ii) products furnished or solicited by Buyer or acquired from others at Buyer's request or specifications; (iii) components not manufactured by Seller which are attached to, incorporated in or otherwise made a part of Seller's products, it being acknowledged by Buyer that only the respective original manufacturers' warranties with respect to such components shall be offered to Buyer to the extent permitted by such manufacturer; and (iv) defects resulting from damage due to corrosive, abrasive, or other wear not normally to be expected in the products involved or caused by bad storage, handling by the Buyer, abnormal use of the Products, or transformation of the material due to climatological conditions.

卖方在任何情况下均不对因以下原因导致或引起的任何瑕疵、缺陷、损失或损害承担责任：（i）产品被滥用、误用或疏忽、意外事故损坏、因安装不当造成缺陷、未按照卖方建议及未按照卖方批准的安装和操作指南使用，或因在卖方工厂外进行维修或改造而造成缺陷（除非经卖方明确授权）；（ii）买方提供或要求的产品，或应买方的要求或规格从他人处获得的产品；（iii）非卖方制造的，被附在、并入或以其他方式成为卖方产品的一部分的组件，买方确认，其仅能收到此类部件的原始制造商对相应部件的保证，前提是在这些制造商的许可范围以内；（iv）因被腐蚀、被磨蚀或其他通常不会在所涉产品中预料到的磨损导致的损坏，或由于买方不当储存、非正常使用或因气候条件而引起的材质变化而出现的瑕疵。

- 5.2. In no event shall Seller be liable for special, incidental, punitive, indirect or consequential damages, (including without limitation loss of profits, business, revenue, stops or gaps in production, goodwill or anticipated savings) even if advised of the possibility of such damages.

卖方在任何情况下不对任何特殊的、偶发的、惩罚性的、非直接的或其它间接损失承担责任，

（包括但不限于利润损失、商业损失、收益损失、生产断档或停产损失、商誉损失或预期节余损失），即使曾被告知该类损失发生的可能性。

- 5.3. Without prejudice to the above, the Seller's liability for damages arising from the delivered Products is in any case limited to the price of the Products giving rise to the claim.

在不违反上述条款的前提下，卖方对于交付产品引发的赔偿责任在任何情况下仅限于引起索赔的产品价格。

- 5.4. No limitation applies for liability in relation to death or personal injury caused by wilful misconduct, gross negligence, and intentional acts of Seller, and in other cases where liability may not be excluded or limited by applicable law.

对于因卖方的故意不当行为、重大过失和故意行为而造成的死亡或人身伤害，以及适用法律规定不得排除或限制责任的其他情况，不适用任何责任限制。

- 5.5. In case of resale of the Products, processed or not, the Buyer shall, with respect to his own purchasers, restrict his liability for damages arising from the delivered Products to the value of this delivery.

在转售产品的情况下，无论是否经过加工，买方应，相对于其自己的买方，将其对交付产品的赔偿责任限制在交付价值内。

- 5.6. Without prejudice to the above, the Seller's liability for physical injury caused by the defective Products shall be governed by the law of the place of the Buyer's registered office, unless this place is in the United States of America, in which case Belgian law shall prevail.

在不妨碍上述条款的前提下，卖方对于瑕疵产品造成的人身损害应由买方注册地法律管辖，除非买方注册地为美国，在此情况下则适用比利时法律。

- 5.7. The Buyer agrees to inform the Seller immediately whenever he becomes aware of a patent which is infringed by the delivered Products. If a patent infringement claim is brought against the Buyer due to the offer, import, storage, sale and/or use of the Seller's Products, the Buyer shall immediately inform the Seller in writing thereof, and allow the Seller to take over the defence in the proceedings. If a final judgment holds the Buyer liable for patent infringement by the delivered Products, the damages which the Seller may owe to the Buyer shall not exceed an amount equal to the sales price paid by the Buyer for the infringing Products, delivered to him during the last six (6) months preceding the summons. Under no circumstances does the Seller assume any liability or responsibility for any extraordinary use or special application which the Buyer or a third person makes of the delivered Products and which may infringe patent rights of third parties. Moreover, the Seller cannot be held liable for infringements by his Products of a patent which is unknown to him but of which the Buyer was aware.

买方同意一旦其获知交付产品侵犯某项专利权，其将立即通知卖方。若买方因为提供、进口、存储、销售和/或使用卖方的产品而被提起专利侵权相关的诉请，买方应立即书面通知卖方并允许卖方接管诉讼程序中的抗辩事项。若最终裁决判定买方应承担交付产品相关的专利侵权责任，卖方对买方的赔偿责任不应超出买方在法庭传票之前六（6）个月内为交付买方的侵权产品所支付的购买价款。若买方或某第三方将交付产品进行非常规使用或特殊应用而引发对第三方的专利侵权责任，卖方在任何情况下都不对此承担任何责任。此外，卖方不应对其产品侵犯买方知悉而卖方并不知悉的专利承担责任。

Article 6. - Deviation

第六条 航运偏差

Notwithstanding anything to the contrary hereof, if after the Product has been shipped to Buyer by Seller, its arrival at port of destination is delayed or prevented because, without the fault of Seller, (i) the vessel is delayed in arriving, berthing or unloading, or unloads at a different port, or (ii) the Product has been transhipped, then, in any such event, (x) Seller shall not be liable

therefore, (y) the time for delivery to Buyer shall be extended until the Product is unloaded, and (z) the port of destination within the terms on the order acceptance or confirmation shall be deemed to be the place at which the Product is unloaded by the vessel if at a different port than scheduled. Seller shall advise Buyer of any such delay or deviation within a reasonable time after Seller is notified thereof and Seller shall cooperate with Buyer, at Buyer's expense, to ship the Product to the point of destination requested by Buyer.

即使本文件有相反约定，若非因卖方过错，产品在由卖方装运给买方后，被延迟或阻止到达目的港：（i）船舶延迟到达、停泊或卸载，或卸载在另一个港口，或（ii）产品已被转载他船或列车。在任何此类情况下，（x）卖方不因此承担任何责任，（y）交付给买方的时间应延长至产品被卸载，且（z）如果产品被船舶卸载的目的地与预定的目的地不同，则订单接受或确认函条款中规定的目的港应被视为更改到产品被船舶卸载的目的地。卖方应在接到通知后的合理时间内将任何此类延迟或航运偏差通知买方，卖方应与买方合作，将产品运至买方要求的目的地，费用由买方承担。

Article 7. - Prices, Payment and Security

第七条 价格、支付和担保

7.1. Prices are as provided by Seller on its order confirmation. Prices are subject to change upon reasonable notice to the Buyer to cover any additional costs incurred by Supplier in respect of any materials, utilities, inflation, transportation, labour or other costs, or tariffs, duties or taxes whatsoever which could not have reasonably been foreseen at the date on which the original prices were provided. Where the price for the Products is varied in accordance with this clause, the price as varied shall be binding on both Parties and shall not give either Party any option of cancellation.

价格由卖方在其订单确认函中提供。卖方可通过向买方发出合理通知变更价格，以涵盖供应商在最初报价之日无法预见的，因任何材料、公用事业、通货膨胀、运输、劳动力或其他成本，或关税、税款等原因产生的任何额外费用。如果产品的价格根据本条款而变更，则变更后的价格应对双方具有约束力，并且不给予任何一方取消的选择权。

7.2. All invoices are payable at the place, time and conditions specified on the invoice. Unless otherwise determined, the payment must reach the on or before the invoice due date.

所有的发票按照发票上所列地点、时间和条件支付。除非另有其他约定，买方应于发票到期日当天或之前支付并保证卖方收到该等货款。

7.3. Subject to any other remedy available to the Seller, any invoice or part thereof which is not paid on its due date shall from the next day bear interest, automatically and without prior notice, at the reference rate plus seven (7) percentage points and rounded to the higher half ($\frac{1}{2}$) percentage point. If the country of the registered office of the Seller belongs to the Euro zone, the reference rate shall be the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question. If that country does not belong to the Euro zone, the reference rate shall be the equivalent rate set by the central bank of that country. Furthermore, all other outstanding invoices of the Buyer shall become due immediately.

不影响卖方可用的其他补救措施的前提下，任何未在到期日支付的全部或部分发票金额应自到期日次日起自动计息，无需事先通知，利率为参考利率加七（7）个百分点，并四舍五入至较高的半个（ $\frac{1}{2}$ ）百分点。如果卖方注册地址所在国属于欧元区，则参考利率应为欧洲中央银行在相应半年期的第一个日历日之前对其最近一次主要再融资业务所适用的利率。如果该国不属于欧元区，参考利率应为该国中央银行规定的同等利率。此外，所有其他已经开具给买方的发票应立即到期。

7.4. Moreover, any amount which is unpaid on its due date shall be increased by a fixed amount, payable as liquidated damages for administrative costs caused by recovery measures, and

equal to ten percent (10 %) of the unpaid amount.

此外，任何到期应付而未支付的款项应自动增加一定数额的违约金，即未付金额的百分之十（10%），作为采取收款措施所导致的管理费用的损害赔偿额。

- 7.5. Finally, in case of non-payment within one (1) month following the due date, the Seller is entitled to cancel the sale by notifying the Buyer by registered letter, which shall take effect on the day of its receipt by the Buyer.

最后，若到期后一（1）个月未支付应付款项，卖方有权通过挂号信的方式通知买方取消交易，该交易的取消将于买方收到通知之日起生效。

- 7.6. The Seller is entitled to require security for payment, at his own discretion and to his satisfaction. If the Seller has serious doubts about the solvency of the Buyer, or if the Buyer does not provide satisfactory security, the Seller is entitled:

卖方有权自主决定并以令其满意的方式要求买方提供付款担保。若卖方对买方的偿债能力有严重怀疑，或若买方未提供令其满意的担保，则卖方有权：

- a) to suspend any further deliveries to the Buyer, either under the same contract or under any other contracts;

中止向买方的任何将来的交付，无论是在同一合同项下还是在任何其他合同项下；

- b) to take, with regard to the Products already shipped, any measures required to prevent the Products from coming into the possession of the Buyer and to secure the Seller's rights.

对已经装运的产品采取任何必要的措施以阻止产品被买方占有并保证卖方的权利。

Article 8. - Retention of Title

第八条 所有权保留

- 8.1. The delivered Products shall remain the Seller's property until the invoice is fully paid or until the cheque for payment or the bill of exchange, issued in payment of the invoice, is cashed. The same applies in case of partial deliveries and partial payments.

卖方将保留交付产品的所有权直至发票完全支付或直至为支付发票出具的付款支票或汇票被承兑。本条在部分交付和部分支付的情况亦适用。

- 8.2. Notwithstanding the above, the risks of Products sold pass to the Buyer at the time of delivery per the applicable INCOTERM®.

尽管有上述约定，所售产品的风险自根据适用的《国际贸易术语解释通则®》交付之日起转移给买方。

- 8.3. As far as possible under the applicable law, the retention of title also applies for delivered Products that are transferred to third parties. If according to the law, the retention of title disappears with the transfer of the Products to third parties, the Buyer shall, at the simple request of the Seller, transmit to the Seller all claims which the Buyer has on the acquirer of the Products. The Seller commits himself not to collect these claims to the extent that the Buyer correctly meets his commitment to pay.

在适用法律允许的最大限度内，所有权保留也适用于交付产品转让给第三方的情况。若根据法律规定，所有权保留在产品转让给第三方时失效，则在卖方的简单要求下，买方应向卖方转移其对于产品购买方的所有请求权。卖方承诺在买方按承诺正确履行其支付义务的范围内，卖方将不会要求上述请求权。

- 8.4. As far as possible under the applicable law, the retention of title also applies for delivered Products which are transformed into other Products. The transformation of the Products, to

which the retention of title applies, is carried out for the account of the Seller. If the Products with retention of title are transformed with other Products not belonging to the Seller, the Seller acquires the co-ownership of the new Products in the proportion of his share in the Products with retention of title, calculated on the total value of the new Products.

在适用法律允许的最大限度内，所有权保留条款也适用于交付产品转变为其他产品的情形。所有权保留条款所适用的产品的转变系为卖方而作出的转变。若保留所有权的产品被转变为其他不属于卖方的产品，卖方取得对该等新产品与其保留所有权部分的价值相对应比例的共有所有权，该等比例的计算以新产品的总价值为基础。

Article 9. - Data Protection

第九条 数据保护

9.1. For the purposes of these terms and conditions, the following definitions shall apply:

就本条款和条件而言，应适用以下定义：

a) “Data Protection Law”: all applicable laws relating to data privacy including, but not limited to, the EU GDPR, the UK GDPR, California Consumer Privacy Act (CCPA) and China Personal Information Protection Law (PIPL)

“数据保护法”：与数据隐私相关的所有适用法律，包括但不限于欧盟 GDPR、英国 GDPR、加州消费者隐私法案（CCPA）和中国个人信息保护法（PIPL）。

b) “GDPR”: the General Data Protection Regulation

“GDPR”：通用数据保护条例

c) The term “Personal Data”, “Personal Information”, “Personal Identifiable Information” or “PII”, “Sensitive Information”, “Data Processor”, “Data Controller”, “Data Subject”, “Data Principal”, “Processing”, “Personal Data Breach” and any other terms shall have the same meaning as defined in applicable Data Protection Law.

“个人数据”、“个人信息”、“个人身份信息”或“PII”、“敏感信息”、“数据处理者”、“数据控制者”、“数据主体”、“数据本体”、“处理”、“个人数据泄露”和任何其他用词应具有与适用的数据保护法中定义相同的含义。

9.2. The Parties acknowledge that for the scope of Processing of Personal Data under this Agreement, the Buyer will stay responsible as Data Controller and the Seller is acting as Data Processor and has no independent control over the Personal Data, which is processed on behalf of Buyer upon written instruction of Buyer.

双方承认，就本协议项下的个人数据处理范围而言，买方将作为数据控制者承担责任，而卖方则作为数据处理者，对个人数据没有独立的控制权，只根据买方的书面指示代表买方进行处理。

9.3. The Seller may, without restriction, save, process, use and reuse any data obtained in connection with the sales of products or supply of services. The Seller shall make provisions for the appropriate technical and organizational measures to protect Personal Data against loss or any form of unlawful processing.

卖方可以不受限制地保存、处理、使用和重新使用在产品销售或服务提供方面获得的任何数据。卖方应规定适当的技术和组织措施，以保护个人数据免遭损失或任何形式的非法处理。

9.4. The Buyer warrants towards Seller that (i) the Personal Data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Seller; and (iv) the data processing does not infringe any third-party rights.

买方向卖方保证：(i) 个人数据是从数据主体处合法获得的；(ii) 已经按照适用的数据保护法的要求，向数据主体提供了与处理其数据有关的所有必要和相关信息；(iii) 数据是合法提供给卖方

的；以及(iv)数据处理不侵犯任何第三方权利。

- 9.5. The Buyer shall indemnify and keep indemnified Seller against all claims, proceedings or actions brought by a competent data protection authority or a Data Subject against Seller arising out of any data breach by Buyer or any of its processors of any third-party rights or its obligations under applicable Data Protection Laws.

对于主管数据保护机构或数据主体因买方或其任何处理者侵犯任何第三方权利，或违反在适用的数据保护法律下的义务，而对卖方提起的所有索赔、诉讼或行动，买方应承担赔偿责任并使卖方免于赔偿。

- 9.6. The Seller can make use of any it's affiliate or the partner, as sub-processor after prior written consent of Buyer.

经买方事先书面同意，卖方可以使用其任何关联公司或合作伙伴作为次级处理者。

- 9.7. All notices, confirmations and other communication related to processing of Personal Data by the Parties in connection with this Agreement are made in writing and sent by mail or e-mail to Seller: privacy@Bekaert.com

所有通知、确认和其他与双方处理本协议相关的个人数据有关的通信均以书面形式进行，并通过邮件或电子邮件发送给卖方的下列电子信箱：privacy@Bekaert.com。

- 9.8. The Parties acknowledge that, there will be no transfer of Personal Data, under this Agreement, outside of Europe and to a country which has not been considered to provide an adequate level of protection under applicable Data Protection Law. Any transfer of data to third country shall only take place after the Buyer explicitly provide written consent to Seller and a Standard Contractual Clauses are executed with data recipient. Standard Contractual Clauses can be found on EUR-Lex - 32021D0914 - EN - EUR-Lex (europa.eu)

双方承认，在本协议下不会在欧洲以外且根据适用的数据保护法被认为不能提供充分保护的国家和地区发生个人数据转移。只有在买方向卖方提供明确书面同意并与数据接收方签署标准合同条款后，才可将数据转移到第三国。标准合同条款可见EUR-Lex - 32021D0914 - EN - EUR-Lex (europa.eu)。

Article 10. - Miscellaneous

第十条 其他

10.1 Compliance with Applicable Law

法律合规

The Buyer represents and warrants that it complies and shall comply with all applicable anti-bribery and anti-corruption laws, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official.

买方声明并保证其遵守并应遵守所有适用的反贿赂和反腐败法律，并且没有直接或间接向任何政府官员提供、支付、承诺或授权给予金钱或任何有价物品，以影响该政府官员的任何行为或决定。

Buyer certifies that it complies, and will continue to comply, with all applicable Sanctions laws and regulations, and all Trade Control laws and regulations in force including future regulations.

买方保证自己遵守并将继续遵守所有适用的制裁法律和法规，以及所有现行及将来的贸易管制法律和法规。

Buyer represents and warrants that it is not:

买方声明并保证其不属于：

i. A target of any Sanctions

任何制裁措施的目标

ii. Owned or controlled by, nor acting for or on behalf of (directly or indirectly) a target of any Sanctions.

由任何制裁对象拥有或控制，或者直接或间接为其或代表其行事。

For the purposes of this provision:

就本条款而言：

iii. "Trade Controls" shall mean all US, UK and EU laws and regulations, as well as any laws and regulations imposed by a Member State of the EU (where relevant), restricting or prohibiting the import, export, re-export, transfer, transit and brokerage of goods, software and technology, including, but not limited to, (i) EU Regulation 2021/821 and any national implementing law; (ii) applicable customs regulations; (iii) the US International Traffic in Arms Regulations; (iv) the US Export Administration Regulations; (v) the regulations and orders issued or administered by the US Department of Treasury, Office of Foreign Assets Control in relation to export controls.

“贸易管制”是指限制或禁止货物、软件和技术进口、出口、再出口、转让、过境和经纪的所有美国、英国和欧盟法律法规，以及欧盟成员国（如相关）实施的任何法律和法规，包括但不限于(i) 欧盟第2021/821号条例和其任何成员国家的实施法律；(ii) 适用的海关条例；(iii) 美国国际武器贸易条例；(iv) 美国出口管制条例；(v) 美国财政部外国资产控制办公室颁布或管理的有关出口管制的条例和命令。

iv. "Sanctions" means economic or financial sanctions, requirements or trade embargoes or restrictions imposed, administered or enforced by the U.S. government (including, but not limited to, OFAC and the U.S. Department of State), the United Nations Security Council, the European Union, any EU member state, the UK government, or other governmental entity to the extent these apply to the envisaged transactions.

“制裁”是指由美国政府（包括但不限于外国资产管制处和美国国务院）、联合国安全理事会、欧盟、任何欧盟成员国、英国政府或其他政府实体施加、管理或执行的经济或金融制裁、要求或贸易禁运或限制，只要这些措施适用于预期的交易。

10.2 Severability

可分割性

In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity or unenforceability.

如果本文件的任何条款被认定为非法、无效或不可执行，则其余条款的合法性、有效性和可执行性不受影响，且此类非法、无效或不可执行的条款应由双方进行解释和修改，以排除此类条款的非法性、无效性或不可执行性。

10.3 Binding Effect; Assignment

约束力；转让

These Terms shall be binding upon inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may not assign any rights or claims, or delegate any duties hereunder, in whole or in part, without the prior written consent of Seller, which may be withheld at Seller's sole discretion.

这些条款对本为文件双方、各自的承继人和经允许的受让人具有约束力。未经卖方事先书面同意，买方不得全部或部分转让本文件下的任何权利或请求，也不得转让任何义务，卖方可自行决定是否同意。

10.4 Economic Hardship

经济困境

If either Party is able to show that a material change of the economic circumstances as compared with the circumstances prevailing in the past which will permanently or temporarily cause the performance of its obligations hereunder (or under any agreement to which these terms apply) to become substantially more onerous than was expected in the past, the Parties shall in good faith engage in negotiations with a view to reaching agreement to make such amendments to their agreement as will mitigate the onerous character of such obligations.

如果任何一方能够证明，与过去盛行的情况相比，经济情况的重大变化将永久或暂时导致该方在本条款（或适用这些条款的任何协议）项下的义务的履行比过去的预期更加实质性繁重，双方应本着善意进行谈判，以期达成一致对本协议进行修改，以减轻此类义务的繁重性。

10.5 Force Majeure

不可抗力

Seller shall not be responsible for any liability due to any delay in the performance of any order accepted by it due to unforeseen circumstances or to causes beyond its reasonable control, including, without limitation, acts of God, acts of Buyer, strikes, war, riots, acts of terrorism, fires, floods, accidents, pandemics and/or epidemics, differences with workers, lockouts, or other industrial disturbances, freight embargoes, lock-out of suppliers necessary to the execution of the order, loss, unavailability or delay of usual sources of transportation, fuel, labour, supply, raw materials, or power priorities, failure, breakdown or shortage of components necessary to the completion of the order, equipment breakdown, embargoes, subcontractor caused delays, the compliance with any law, rule, regulation or order, whether valid or invalid, of any government body or any instrumentality thereof, or acts of civil or military authorities, whether now existing or hereafter created. Performance of an order shall be deemed suspended so long as any such circumstances or causes delay its execution and Buyer shall extend any letter of credit issued in payment for the product, if applicable, through any such delay. Whenever such circumstances or causes have been remedied, Buyer shall accept performance under said order.

卖方不承担因不可预见的情况或超出其合理控制范围的原因而延迟履行其接受的任何订单所造成的任何责任，包括但不限于天灾、买方行为、罢工、战争、暴乱、恐怖主义行为、火灾、洪水、事故、流行病和/或传染病、劳工争议、封锁或其他工业干扰、货运禁令、执行订单所必需的供应商停工，通常运输来源、燃料、劳动力、供应、原材料或电力优先级的丢失、不可用或延迟，完成订单所需的组件故障、损坏或缺、设备故障，贸易禁运，分包商造成的延迟，遵守任何法律、任何政府机构或其部门的规则、条例或命令（不论其有效与否），或任何现存或以后设立的民事或军事当局的法令。只要任何此类情况或原因导致订单执行延迟，订单的履行应被视为中止，对任何此类延迟，买方应相应延长为产品付款而签发的任何信用证的期限（如适用）。每当此类情况或原因得到补救时，买方应接受上述订单下的履行。

10.6 Third Parties

第三方

Save for the affiliates of either Party, nothing in the Agreement will confer upon any third party any right or benefit.

除任何一方的关联公司外，本协议中的任何内容都不会赋予任何第三方任何权利或利益。

Any information, advice or any document incorporating information or advice, which is provided by Bekaert to the Customer in relation to the Deliverables, is for the benefit of the Customer only. Bekaert shall have no liability whatsoever to any third party which relies on such information or advice.

贝卡尔特向客户提供的与交付有关的任何信息、建议或包含信息或建议的任何文件，只供客户之利益使用。贝卡尔特对依赖此类信息或建议的任何第三方不承担任何责任。

10.7 No Partnership or Agency

无合伙或代理

Nothing in the Agreement creates a joint venture or partnership between the Parties. Except as expressly authorised in the Agreement, the Agreement will not create an agency relationship between the Parties and neither Party has any authority to, and will not, act, make representations or contract on behalf of the other Party.

本协议中没有任何内容在双方之间建立合资企业或合伙关系。除非在协议中明确授权，本协议不会在双方之间建立代理关系，任何一方都无权也不会代表另一方行事、作出陈述或签订合同。

10.8 Variations

变更

No variation or addition to the Agreement shall be valid unless it is in writing and signed by authorised representatives of each Party.

除非经双方授权代表书面签署，否则对本协议的任何变更或增删均无效。

Bekaert shall however be entitled to vary Specifications, designs, drawings, illustrations and/or correct errors and omissions, provided the Deliverables remain in substantial conformity with the Agreement.

但是，贝卡尔特有权在保证可交付成果实质上与本协议约定相一致的前提下，更改规格、设计、图纸、插图和/或更正错误和遗漏。

10.9 Entire Agreement

完整协议

Insofar no deviation exists in elsewhere, this sets out the entire agreement between Supplier and the Buyer and supersedes all prior representations, agreements, negotiations or understandings between them relating to the supply of Products.

除非另有约定，本协议构成卖方与买方之间的完整协议，并取代一切先前关于产品供应的陈述、协议、谈判和谅解。

Each Party acknowledges that, in entering the Agreement, it has not relied on any statement, representation, assurance or warranty other than those expressly set out herein.

双方承认，在签订本协议时，除本协议明确规定的声明、陈述、保证或担保外，各方未依赖任何其他声明、陈述、保证或担保。

Article 11. - Jurisdiction and Applicable Law

第十一条 管辖与准据法

11.1. When the registered offices of the Seller and the Buyer are located in different countries, all disputes shall be finally settled by the competent courts which have the defendant party's registered office under their jurisdiction.

若买方和卖方的注册地址位于不同国家，所有的争议将由被告方注册地址所在国拥有管辖权的法院管辖。

11.2. When the registered offices of the Seller and the Buyer are located in the same country, then all disputes shall be settled by the competent courts of the Seller's registered office.

若买方和卖方的注册地位于同一个国家，则所有的争议将由卖方注册地址拥有管辖权的相应法庭管辖。

- 11.3. All sales are governed by the law of the country of the Seller's registered office, with the exception, however, of the issues mentioned in Articles 5.6 and 8 which are governed by the law of the place of the registered office of the Buyer.

所有的交易由卖方注册地所在国家法律管辖，但本附件第 5.6 条及第 8 条约定的情形由买方注册地所在国家法律管辖。

- 11.4. The Convention of Vienna relating to International Sales (1980) is not applicable.

维也纳国际货物销售合同公约（1980）不适用。
