

General Terms and Conditions of Sale (the “Terms”)

Definitions

“Sibelco”或“我們”是指實體接受該訂單的 Sibelco 集團中之法人。

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

“貨物”是指訂單中描述的貨物。

“Goods” means the goods described in the Order.

“訂單”是指貨物的採購訂單以及規格。

“Order” means the purchase order for Goods, together with the Specification.

“客戶”是指發行訂單並從 Sibelco 採購貨物的法律實體。

“Customer” means the legal entity issuing the Order and purchasing the Goods from Sibelco.

“規格”是指訂單裡針對貨物的描述或是規格。

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

1). 我們在生產和選擇貨物時應採取預防措施，但我們不承擔任何指稱不適用於一般或特定用途或由此引起的任何附帶性或衍生性損失。

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). 如果相對於樣品交付的貨物中存在任何瑕疵，我們在交貨後 7 天內收到通知，我們可自行全權決定選擇補償瑕疵品的運費或免費更換。

If any Goods delivered is not conformed to the applicable sample and we receive notification within 7 days of the unconformed Goods' delivery, we will, at our sole discretion, choose to reimburse the delivered cost of the defective Goods or make a free replacement.

3). Sibelco 將用商業合理努力來符合希望交期，但延誤可能由(除其他外，但不限於：罷工，停工，運輸故障，海上危險，合理的運費之下無法取得艙位或其他無法控制的原因)。

Sibelco will use commercially reasonable efforts to comply with desired delivery dates but delays may be caused 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). 對於由於我們無法控制的原因導致的延遲交貨，我們不承擔任何責任，也不承擔任何理由或任何情況下所述的交付缺陷的責任，除非在上述第(2)條裡所陳述之事項。

We accept no responsibility for delays in delivery arising from or in connection with causes beyond our control and incur no liability for alleged defects in delivery on any ground or in any circumstances except for those stated in Article (2).

5). 我們的代理商或關係企業都不得以任何方式修變這些條款。

None of our agents or affiliates is to amend these Terms in any way.

6). 該訂單應由 Sibelco 所在/設立之國家的法律管理。“聯合國國際貨物銷售合同公約”(CISG)的適用性不包括 Sibelco 與客戶之間的所有交易。任何與該訂單有關的爭議 Sibelco 可自行全權決定是客戶主要營業地點或 Sibelco 主要營業地點具有管轄權的法院進行訴訟。

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). 客戶應於約定之付款期限內付款至 Sibelco 指定付款帳戶。

客戶連續 2 張發票未付款的情況下，Sibelco 有權要求客戶支付尚未到期的款項，Sibelco 並有權用任何形式取消或暫停未完成的訂單，並且不影響 Sibelco 要求損害賠償的權利。貨物所有權應保留在 Sibelco，直到客戶全額支付購買價格

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.

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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). 除外責任 Exclusion of Liability

a). 貨物按照訂單的規格出售。由於在規格的參數範圍內仍會有變異情況，因此，Sibelco 強烈建議客戶在使用前對所有貨物進行測試，以確定其適用性或適用於客戶的目的。Sibelco 對於因為貨物不符合其目的而對客戶造成的任何損失，對客戶概不負責。

The Goods are in accordance with the Specification as stated in the Order. Since variation within the Specification will occur, Sibelco strongly advises the Customer to test all Goods before using them in order to ascertain their fitness or suitability for the Customer's purpose. Sibelco is not liable to the Customer in respect of any loss caused to the Customer by reason of the Goods being unfit for the purpose for which they are intended.

b). 不做任何明示或默示擔保貨物在交付後進行的任何轉運

There is no expressed, or implied warranty, condition or undertaking that the Goods will be able to survive any transit undertaken following delivery.

c). 如果貨物或其中一部分不符合規格或不適用於客戶的目的，Sibelco 可自行全權決定以選擇以符合此銷售條件更換或重新提供這些貨物或退還貨物的相應部分價格給客戶。

Sibelco 對這些根據本條款所更換或重新提供的貨物的責任限於測試和換貨的必要成本。除本協議規定外，Sibelco 不承擔由於本協議項下提供的貨物不符合合同而導致或由客戶引起的任何財產損失或後果性損失的任何責任。

Where the Goods or a proportion of them do not conform with the stated Specification or are unfit for the Customer's purpose, Sibelco may, at its sole discretion, either exchange or re-supply those Goods subject to these conditions of sale or refund to the Customer 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 Customer by reason of the Goods supplied hereunder not being in accordance with the Order.

9). 客戶的購買條件或本條款的任何修改除非 Sibelco 事先書面同意，否則無效。一旦接受訂單，客戶特此明確同意其購買或採購條件不適用於任何訂單。客戶與 Sibelco 之間的所有銷售均完全受訂單條款和本條款的約束。

訂單修改必須由客戶和 Sibelco 以書面形式接受。

在訂單與本條款之間的任何不一致的情況下，以該訂單為準。

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.