



Terms of delivery and payment – Klockner Pentaplast (Suzhou) Specialty Materials Co., Ltd.

GENERAL CONDITIONS

1. CONCLUSION OF A CONTRACT

A. Our terms of delivery and payment apply exclusively. We will not accept any buyer's purchase terms which contradict, supplement, expand, or otherwise differ from our terms of delivery and payment, except in cases where we have approved such terms in writing.

B. The buyer's order constitutes an offer and shall only be deemed accepted once we have sent an order confirmation in writing (including via electronic mail), at which point the contract incorporating these terms of delivery and payment is concluded.

2. TOOLS AND EQUIPMENT

All tools and equipment used in the design, manufacture or delivery of the goods remain our property, irrespective whether the buyer contributes to any design, manufacturing or delivery costs or has created or contributed to the design of any goods. All proprietary, industrial and intellectual property rights for our designs and models (including any tooling) belong exclusively to us.

3. PRICES, CONDITIONS OF PAYMENT

A. Unless agreed otherwise, our prices shall be calculated in RENMINBI. The price shall include normal packaging, but exclude value added tax applicable on the day of delivery, which the buyer shall additionally be liable to pay at the prevailing rate, subject to the receipt of a valid tax invoice. Costs for special packaging must be agreed in advance. The costs of agreed and prescribed inspection shall be charged to the buyer. We reserve the right to change prices or discounts due to increases or decreases in costs, especially concerning the price of materials, which occur between the conclusion of the contract and delivery. We will substantiate such changes of costs on request by the buyer.

B. Unless the order confirmation states otherwise, payments shall be due net (without any deductions) within thirty (30) days from the date of invoice. Time for payment shall be of the essence. If the buyer fails to make a payment due to us by the due date then, without limiting our other remedies, we may defer other goods deliveries until buyer's account is made current, and the buyer shall pay interest on the overdue sum from the due date until payment, which shall accrue each day at 0.05%.

C. If the buyer becomes subject to any of the events listed in clauses 15A(i) to (ix) below or if the buyer is late with any of its payments, or if in our sole discretion the buyer's financial status becomes unsatisfactory, we are entitled to: (i) accelerate payment of any outstanding sums; (ii) revoke the direct debit authorisation according to clause 4C below; (iii) reduce or eliminate any credit limit then in place; and/or (iv) demand advance cash payment for any outstanding deliveries.

D. The buyer may avert the legal consequences named in clause 3C above by furnishing security interests (such as a letter of credit) in a form reasonably acceptable to us in our sole judgement.

4. RETENTION OF OWNERSHIP

A. Title to the goods supplied shall not pass to the buyer until we have received payment in full and in cleared funds for the goods in respect of which payment has become due.

B. Until title to the goods has passed to the buyer, the buyer shall: (i) hold such goods on a fiduciary basis as our bailee; (ii) store the goods separately from all other goods held by the buyer so that they remain readily identifiable as our property; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (iv) maintain the goods in satisfactory condition and keep them insured against all risks, deterioration and destruction for their full price from the date of delivery; and (v) notify us immediately if the buyer becomes subject to any of the events listed in clauses 15A(i) to (ix) below.

C. Subject to clause 4D below, the buyer may insure, use or resell the goods in the ordinary course of its business before we receive payment for the goods. Using the goods to meet obligations of contracts for work and labour and materials also constitutes a resale in the meaning of this section. If the buyer insures or resells the goods before we receive payment for the goods, any monies received by the buyer in respect of such goods shall be held on trust for us until such time as payment of the full amount of the invoice (and any corresponding interest in case of late payment) is received by us. The buyer is entitled to collect claims from the resale, unless we revoke the direct debit authorisation in the cases named in clause 3C above. In no way is the buyer entitled to assign the receivables; this also applies to all types of factoring business by virtue of our direct debit authority.

D. At any time before title to the goods passes to the buyer, we are entitled to: (i) by notice in writing, terminate the buyer's rights under clause 4C above, cancel the contract, take back the reserved goods and sell the reserved goods to another party; or (ii) require the buyer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another products and if the buyer fails to do so promptly, enter any premises of the buyer or of any third party where the goods are stored in order to recover them.

EXECUTION OF THE DELIVERY

5. DELIVERY PERIOD I DELIVERY DEADLINE

A. Delivery of the goods will be at the location and on the terms specified in the order confirmation

B. The agreed delivery period commences with the date of our order confirmation, however not until any technical specifications that need to be confirmed before we can fulfil the order have been confirmed by us in writing. The same applies to delivery deadlines. Any delivery deadlines are approximate only and the time of delivery is not of the essence.

C. If the buyer fails to meet its obligations under this contract by the relevant due date or as otherwise reasonably requested by us, we are entitled to postpone our delivery periods and deadlines accordingly - without prejudicing our rights in respect of default by the buyer - to accommodate the needs of our production processes.

D. If we are prevented from fulfilling our obligations by unforeseen events which after exercising due care are beyond our reasonable control and affect us or our suppliers, e.g., war, internal unrest, labour or trade disputes, strikes, lockouts, industrial action, natural disasters, epidemic or pandemic, accidents, other operational disturbances (including disruption to internet or energy supplies), any law or action of a government or public authority, or the delay in the delivery of essential material or raw materials, we shall not be liable for any failure or delay in performing any of our obligations under the contract and the time period in which we perform our obligations (including delivery) shall be automatically extended by the period of the hindrance as well as an appropriate start-up time. If the event continues for more than thirty (30) days, or it becomes impossible or unreasonable for us to make the delivery, we can immediately terminate the contract by serving written notice. For the avoidance of doubt, the buyer's payment obligations shall not be delayed or affected by the occurrence of such an unforeseen event.

6. DISPATCH AND PASSAGE OF RISK

A. In the absence of other instructions agreed in writing (including via electronic mail), we are entitled to determine the mode of despatch and the means of transportation as well as the forwarding agent or carrier.

B. If the buyer fails to take delivery of the goods due to reasons for which the buyer is responsible, we are entitled to store the goods at our discretion at the cost and risk of the buyer, to take measures we consider necessary to maintain the goods and to invoice the goods as delivered.

C. Accordingly, clause 6B above applies in cases where the parties have agreed an estimated delivery date for the goods ordered and the buyer does not collect these goods within four (4) working days of the date on which we notify the buyer in writing that the goods are available for collection ("request term"). After expiry of the request term, we are also entitled - at our discretion - to deliver the ordered goods to the buyer.

D. The risk in the goods shall pass to the buyer on completion of delivery. The buyer shall insure the goods against all risks from the date of delivery.

7. MASS, WEIGHTS, QUALITIES, ETC.

A. Deviations from mass, weights, qualities, deficiencies, number of pieces, length, etc. are valid according to normal practice.

B. As far as legally admissible, no warranty is given in respect of colour fastness. The right to marginal levels of bleaching and fading are reserved.

C. We reserve the right to over or undersupply by up to ten percent (10%) for all goods. We may also deliver the goods by instalments and partial deliveries.

8. ADVICE ON APPLICATION

Unless expressly agreed otherwise, all technical advice offered by us relating to the application of the goods is without warranty. It does not release the buyer from the obligation to examine the goods supplied by us in respect of their suitability, including the suitability for the intended further processing and the intended application.

WARRANTY

9. WARRANTY AND LIMITATIONS OF WARRANTY

A. Subject to clauses 9 to 14 below, we warrant that the goods will, for a period of twelve (12) months (unless otherwise specified in our specifications) from the date of manufacture (the "warranty period"), comply in all material respects with our then-current specifications. Any non-conformity with this warranty is a "material defect" for the purposes of these terms. Unless specifications have been negotiated and executed by the parties, all references to specifications shall mean our specifications for the goods in effect at the time of manufacture.

B. We provide no warranty except where we have stated so expressly in writing and exclude to the fullest extent permissible by law any and all implied warranties, terms, conditions and representations.

TRANSIT DAMAGE AND MATERIAL DEFECTS

10. TRANSIT DAMAGE

A. **Buyer arranged freight.** In the case of damage to goods in transit for orders where the buyer is responsible for arranging transportation, the buyer must claim directly with the transportation company or carrier of the goods or on its own insurance. We are not liable for any damage to the goods caused by the buyer's transportation company or carrier.

交付和付款条款 - 科佩（苏州）特种材料有限公司

总则

1. 签订合同

A. 本公司的交付和付款条款应排他性地适用。我方不接受任何与我方的交付和付款条款相抵触、补充、扩展或以其他方式改变我方交付和付款条款的任何买方采购条款，除非我方已书面批准此类条款。

B. 买方的订单构成要约，只有在我方发出书面订单确认函（包括电子邮件）后，才被视为已被接受，届时包含本交付和付款条款的合同即告成立。

2. 工具和设备

用于设计、制造或交付货物的所有工具和设备均归我方所有，无论买方是否分担了任何设计、制造或交付成本，也无论买方是否创造或参与了任何货物的设计。我方的设计和模型（包括任何工具）的所有专有权、工业产权和知识产权均排他性地归我方所有。

3. 价格、付款条件

A. 除非另有约定，我方的价格以人民币计算。价格应包括正常包装，但不包括交付当天适用的增值税，买方应在收到有效税务发票的情况下按现行税率支付增值税。特殊包装的费用必须事先商定。约定和规定的检验费用应由买方承担。我方保留因成本增加或减少而更改价格或折扣的权利，尤其是在合同签订和交付之间的材料价格变更。如果买方提出要求，我方将为此类成本变化提供证据。

B. 除非订单确认函另有规定，否则应在发票开具之日起三十（30）天内以净额支付（无任何扣减）。付款时间至关重要。如果买方未能在到期日之前向我方支付应付款项，则在不限制我方其他补救措施的情况下，我方可推迟其他货物的交付，直至买方的账户资金到位，且买方应支付从到期日至付款日的逾期款项利息，利息应按每天 0.05% 的利率累积计算。

C. 如果买方发生下文第 15A(i) 至 (ix) 条所列的任何事件，或者如果买方延迟付款，或者我方自行决定买方的财务状况不能令人满意，我方有权 (i) 要求买方提前支付任何未付款项；(ii) 根据下文第 4C 条撤销直接付款授权；(iii) 降低或取消当时的任何信用额度；和/或 (iv) 要求以现金预付任何未付款项。

D. 买方可通过提供担保权益（如信用证）来避免上文第 3C 条所述的法律后果，担保权益的形式应由我方自行判断合理接受。

4. 保留所有权

A. 在我方收到已结清款项的全额货款之前，所供货物的所有权不转移给买方。

B. 在货物所有权转移给买方之前，买方应 (i) 作为我方的受托人持有货物；(ii) 将货物与买方持有的所有其他货物分开存放，使其易于辨认是我方的财产；(iii) 不得去除、污损或遮盖货物上或与货物有关的任何识别标记或包装；(iv) 将货物保持在令人满意的状态，并自交付之日起为其全价投保财产保险；以及 (v) 如果买方发生下文第 15A(i) 至 (ix) 条所列的任何事件，应立即通知我方。

C. 在不违反下文第 4D 条规定的情况下，买方可在我方收到货款之前，在其正常业务过程中对货物进行投保、使用或转售。使用货物以履行工程、劳务和材料合同的义务，也构成本节意义上的转售。如果买方在我方收到货款之前对货物进行投保或转售，则买方就该货物收到的任何款项应代我方保管，直至我方收到发票全额款项（以及逾期付款的相应利息）。买方有权从转售中获得索赔，除非我方在上文第 3C 条所述情况下撤销直接付款授权。买方无权以任何方式转让应收账款；这也适用于我方直接付款授权的所有类型的保理业务。

D. 在货物所有权转移给买方之前的任何时候，我方有权 (i) 通过书面通知，终止买方根据上述第 4C 条享有的权利，取消合同，收回货物，并将货物出售给另一方；或 (ii) 要求买方交还其拥有的尚未转售或尚未不可撤销地融入其他产品的所有货物，如果买方未能及时交还，则有权进入买方或任何第三方存放货物的任何场所，以收回货物。

执行交付

5. 交付期 I 交付期限

A. 按照订单确认函中指定的地点和条款交付货物。

B. 约定的交付期从我方订单确认函之日起算，但在我方以书面形式确认履行订单前需要确认的任何技术规格之前，交付期不会开始。这同样适用于交付期限。任何交付期限仅为大致期限，交付时间并不重要。

C. 如果买方未能在相关到期日或我方合理要求的其他日期之前履行其在本合同项下的义务，在不影响针对买方违约行为为我方拥有的权利的前提下，我方有权相应推迟交付期和期限，以适应我方生产流程的需要。

D. 如果我方因意外事件而无法履行义务，而这些意外事件超出了我方的合理控制范围，并影响到我方或我方的供应商，例如战争、内乱、劳工或贸易纠纷、罢工、停工、工业行动、自然灾害、流行病或大流行病、意外事故、其他运营干扰（包括互联网或能源供应中断）、任何法律或政府或公共当局的行为，或基本材料或原材料的延迟交付，我方将不承担任何未能或延迟履行合同项下任何义务的责任，且我方履行义务（包括交付）的期限将自动延长，延长时间包括阻碍期以及适当的启动时间。如果该事件持续超过三十（30）天，或者我方交付货物是不可能的或不合理的，我方可以立即发出书面通知终止合同。为避免疑问，买方的付款义务不应因发生此类意外事件而受到延误或影响。

6. 风险转移

A. 在没有书面（包括通过电子邮件）商定其他指示的情况下，我方有权决定发货方式和运输手段以及货运代理或承运人。

B. 如果由于买方的原因导致买方未能提货，我方有权自行决定储存货物、采取我方认为必要的措施维护货物，费用和风险由买方承担，并按已交付货物开具发票。

C. 因此，上述第 6B 条适用于以下情况：双方已就所订购货物的预计交付日期达成一致，而买方未在我方书面通知买方可提取货物之日起四（4）个工作日内提取货物（“请求期限”）。在请求期限到期后，我方也有权自行决定将订购的货物交付给买方。

D. 货物的风险应在交付完成时转移给买方。买方应自交付之日起为货物投保。

7. 质量、重量、品质等

A. 与质量、重量、品质、缺陷、件数、长度等的偏差按常规做法处理。

B. 在法律允许的范围内，不保证色牢度。轻微漂白和褪色是可接受的。

C. 我方保留对所有货物多供或少供 10% 的权利。我方也可以分期或部分交付货物。

8. 申请建议

除非另有明确约定，我方提供的所有与货物应用相关的技术建议均不作保证。这并不免除买方对我方所提供货物的适用性进行检查的义务，包括对预期进一步加工和预期应用的适用性进行检查的义务。

质保

9. 质保和质保限制

A. 在不违反下文第 9 至 14 条规定的情况下，我方保证货物自制造之日起十二（12）个月内（除非我方规格中另有规定）（“质保期限”），在所有重要方面均符合我方当时的规格。就本条款而言，任何不符合本质保的情况均为“重大缺陷”。除非双方已就规格进行协商并执行，否则所有提及的规格应指制造时有效的我方货物规格。

B. 除非我方以书面形式明确说明，否则我方不提供任何保证，并在法律允许的最大范围内排除任何及所有默示保证、条款、条件和陈述。

运输损坏和重大缺陷

10. 运输损坏

A. **买方安排的运输。**对于由买方负责安排运输的订单，如果货物在运输途中发生损坏，买方必须直接向货物运输公司或承运人索赔或自行投保。对于由买方的运输公司或承运人造成的任何货物损坏，我方概不负责。

B. We arranged freight. In the case of material damage to goods in transit for orders where we are responsible for arranging transportation, the buyer must have thoroughly examined the goods upon arrival (or procured that its appointed agent has done so). Buyer must ensure that any claim for transit damage is noted on the corresponding bill of lading and documented with the transportation company or carrier and must notify us of such transit damage within five (5) days of the goods arrival to the agreed location.

11. EXAMINATION OF MATERIAL DEFECTS

The buyer must thoroughly examine the goods (or procure that its appointed carrier does so) upon delivery to the agreed location. Any claim for material defects that would be noticeable upon thorough examination of the delivered goods must be notified to us within three (3) days of delivery to the agreed location.

12. LATENT MATERIAL DEFECTS

If the material defect would not be apparent upon thorough examination on delivery and would only become apparent upon use of the goods, the buyer must notify us: (i) within the warranty period; and (ii) within three (3) days of becoming aware of such material defect.

13. MATERIAL DEFECT CLAIMS AND EXCLUSIVE REMEDY

A. If the goods supplied have a material defect or have been materially damaged in transit for orders where we are responsible for arranging transportation, the buyer's sole remedy shall be that we will replace the materially defective goods at our sole discretion and provided the buyer has presented us with a notice of this material defect with sufficient detail and in accordance with clauses 10 to 13. Except as provided in this clause 13, we shall have no liability to the buyer for materially defective goods.

B. The quality of the delivered goods is determined exclusively and finally by the respective product specification. The details which are provided in the product specifications do not constitute any product warranties.

C. In the event that we remedy material defects, we are obliged to bear all necessary costs for such remedy, such as transport expenses, labour costs and costs for material, except for any increases of costs due to the fact that the goods are delivered to a place other than the previously agreed delivery location.

D. For material defects which reduce the value or fitness of the goods in an immaterial manner, our liability is excluded. We are also not liable for any material defects: (i) caused by fair wear and tear, wilful damage, negligence, or abnormal storage conditions; (ii) caused by the buyer failing to follow our oral or written instructions, parameters, or requirements included on the specifications, technical data sheets, or other guidelines for the handling, storage, use or maintenance of the goods or (if there are none) good trade practice; (iii) caused by us following any drawing, design or specification supplied by the buyer; (iv) caused by the buyer altering or repairing those goods without our written consent; (v) caused by changes made to the goods to ensure they comply with applicable statutory or regulatory requirements; (vi) where the buyer has not immediately discontinued its use of the goods after it has, or should have had, knowledge of the alleged material defect; (vii) where the buyer has failed to cooperate in our investigation of the claim for material defects, including, but not limited to, buyer's provision of goods samples or, at our option, buyer's facilitation of our inspection of the goods; and/or (viii) where the goods have been used for any purposes other than those for which they are designed.

E. If we fail to replace the materially defective goods, the buyer is entitled, subject to clauses 13A to 13D above and at our election, to either: (i) agree with us in writing a reasonable and proportionate adjustment to the purchase price to reflect the diminution in value of the materially defective goods that are retained by the buyer; or (ii) immediately terminate the contract by serving written notice on us and receive a refund in the form of credit to the buyer's account for the materially defective goods. All further claims are excluded.

F. The buyer shall immediately give us the opportunity to inspect the goods to assure ourselves that the material defect exists, in particular and at our request the buyer shall provide us with the rejected goods or samples of them.

G. If an inspection of goods or an initial sample testing has been agreed, the notification of material defects that the buyer could have determined on a thorough examination or initial sample testing shall be excluded.

LIMITATION OF LIABILITY

14. GENERAL LIMITATION OF LIABILITY

A. Subject to clause 14C below, we are not liable in contract, tort (including negligence or breach of statutory duty) or otherwise for:

(i) any loss or damage incurred by the buyer as a result of third party claims;

(ii) loss of actual or anticipated profits;

(iii) loss of business opportunity;

(iv) loss of anticipated savings;

(v) loss of goodwill;

(vi) injury to reputation; and/or

(vii) any indirect, special or consequential loss or damage howsoever caused,

in each case whether direct or indirect arising out of or in connection with any part of this contract.

B. Financial cap on liability. Subject to clauses 14A and 14C, our entire liability arising out of or in connection with any part of this contract, whether in contract, tort (including negligence or breach of duty) or otherwise, is limited to: (i) in respect of our election to replace or refund the materially defective goods pursuant to clause 13 above, the price paid for the goods giving rise to the claim; and (ii) in respect of any other losses for which we are liable, twenty-five percent (25%) of the price paid for the goods giving rise to the claim.

C. Claims on account of death or personal injury caused by negligence or as a result of material defects which have fraudulently concealed, or any other liability which cannot legally be limited, remain unaffected by this limitation of liability.

D. The limitations of liability according to this clause 14 also apply to the personal liability of our employees, contractors, staff, agents and vicarious agents.

MISCELLANEOUS TERMS

15. TERMINATION

A. In addition to the rights of termination set out elsewhere in this document, we shall have the right to terminate this contract with immediate effect by giving written notice if: (i) the buyer breaches any of the conditions in this contract and, if such breach is remediable (excluding a failure to pay any amount due under the contract) fails to remedy that breach within five (5) days of being notified in writing to do so; or (ii) a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice given for the buyer's winding up or dissolution; or (iii) an application is made or resolved to be made by any meeting of the buyer's directors or members for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed; or (iv) an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the buyer's assets; or (v) the buyer ceases or suspends payment of any of its debts or is unable to pay its debts; or (vi) a proposal is made for a composition in satisfaction of the buyer's debts or a scheme or arrangement of its affairs; or (vii) the buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (viii) the buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy; or (ix) there is a change of control of the buyer ("change of control" means, with the exception of an intra-group restructuring involving the buyer or an initial public offering at a recognised stock exchange, such changes to the effect that more than 50% of the equity and/or voting rights of the buyer is either directly or indirectly held by a third party).

B. Without affecting any other right or remedy available to us, we may also terminate the contract by providing at least ten (10) days' prior written notice to the buyer.

C. On termination of the contract, any indebtedness of the buyer to us shall become immediately due and payable and we are relieved of any further obligation to supply goods to the buyer pursuant to the contract.

16. ASSIGNMENT

We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights or obligations under the contract. The buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract without our prior written consent.

17. CONFIDENTIALITY

A. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17B below.

B. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

C. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contract.

18. ENTIRE AGREEMENT

The contract constitutes the entire agreement between us and the buyer. Each party acknowledges that in entering into the contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Oral promises made by us before concluding this contract are not legally binding and such oral promises of the contracting parties shall be replaced by the written contract.

19. VARIATION

No variation of the contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

B. 我方安排的运输。在我方负责安排运输的订单中，如果货物在运输途中发生重大损失，买方必须在货物抵达时对货物进行彻底检查（或确保其指定的代理已进行检查）。买方必须确保在相应提单上注明任何运输损坏，并由运输公司或承运商记录在案，且必须在货物到达约定地点后五（5）天内将此类运输损坏通知我方。

11. 检查重大缺陷

买方必须在货物交付到约定地点后彻底检查货物（或促使其指定的承运人这样做）。任何在彻底检查所交付货物后发现的重大缺陷，必须在货物交付到约定地点后三（3）天内通知我方。

12. 潜在重大缺陷

如果重大缺陷在交付时经彻底检查并不明显，只有在使用货物时才会显现，则买方必须：(i) 在保修期内；(ii) 在意识到该重大缺陷后三（3）天内通知我方。

13. 重大缺陷索赔和排他性补救

A. 如果我方负责安排运输的订单所提供的货物存在重大缺陷或在运输途中受到重大损坏，买方的唯一补救措施是我方将自行决定更换存在重大缺陷的货物，前提是买方已根据第 10 条至第 13 条的规定向我方提交了足够详细的重大缺陷通知。除本第 13 条规定的情况外，我方对买方的重大缺陷货物不承担任何责任。

B. 交付货物的质量最终完全由相应的产品规格决定。产品规格中提供的详细信息不构成任何产品保证。

C. 如果我方对重大缺陷进行补救，我方有义务承担补救所需的一切费用，如运输费、人工费和材料费，但因货物交付地点不同于事先约定的交付地点而增加的费用除外。

D. 对于以非实质性方式降低货物价值或适用性的重大缺陷，我方不承担责任。我方也不对任何如下重大缺陷负责：(i) 由合理损耗、故意损坏、疏忽或非正常存储条件造成的；(ii) 由于买方未遵循我方口头或书面说明、参数或规格书、技术数据表中的要求，或其他有关货物处理、存储、使用或维护的指南，或（如无）良好贸易惯例造成的；(iii) 由于我方遵循买方提供的任何图纸、设计或规格造成的；(iv) 由于买方未经我方书面同意更改或修理货物造成的；(v) 为确保货物符合适用的法定或监管要求而对货物进行的改动造成的；(vi) 买方在知晓或本应知晓所称的重大缺陷后未立即停止使用货物造成的；(vii) 买方未能配合我方对重大缺陷索赔的调查，包括但不限于买方提供货物样品或由我方选择买方为我方检查货物提供便利；和/或 (viii) 货物被用于其设计用途之外的任何其他用途。

E. 如果我方未能更换存在重大缺陷的货物，买方有权根据上述第 13A 条至第 13D 条并按照我方选择：(i) 以书面形式与我方商定对购买价格进行合理且适度的调整，以反映买方保留的存在重大缺陷的货物的价值缩减；或 (ii) 向我方发出书面通知，立即终止合同，并以贷记买方账户的形式获得存在重大缺陷的货物的退款。所有其他索赔均被排除在外。

F. 买方应立即给予我方检验货物的机会，令我方确认存在重大缺陷，特别是应我方要求，买方应向我方提供被拒收的货物或货物样品。

G. 如果已同意对货物进行检验或初步样品测试，则买方本可以通过彻底检查或初步样品测试确定的重大缺陷通知排除。

责任限制

14. 一般责任限制

A. 除下文第 14C 条另有规定外，我方对以下情况不承担合同、侵权（包括过失或违反法定义务）或其他责任：

(i) 买方因第三方索赔而遭受的任何损失或损害；

(ii) 实际利润或预期利润的损失；

(iii) 商业机会的损失；

(iv) 预期节省的损失；

(v) 商誉损失；

(vi) 声誉受损；和/或

(vii) 任何间接、特殊或后果性损失或损害，无论其原因如何。

无论直接或间接引起的或与本合同任何部分有关的损失。

B. 财务责任上限。在遵守第 14A 和 14C 条的前提下，我方对因本合同任何部分引起的或与之相关的全部责任，无论是合同责任、侵权责任（包括过失或违反义务）还是其他责任，均仅限于以下方面：(i) 就我方根据上述第 13 条选择更换或退还存在重大缺陷的货物而言，为引起索赔的货物支付的价款；以及 (ii) 就我方应承担责任的任何其他损失而言，为引起索赔的货物支付的价款的百分之二十五（25%）。

C. 因过失或我方欺诈性隐瞒的重大缺陷导致的死亡或人身损害赔偿，或任何其他无法合法限制的责任，不受本责任限制的影响。

D. 本条款第 14 条规定的责任限制也适用于我方的雇员、承包商、员工、代理商和代理的个人责任。

其他

15. 终止

A. 除本文件其他条款规定的终止权外，在下列情况下，我方有权发出书面通知立即终止本合同：(i) 买方违反本合同下的任何条件，并且如果该违约行为是可以补救的（不包括未能支付合同项下的任何应付款项），在收到书面通知后五（5）天内未能补救该违约行为；或 (ii) 召开会议、提交请愿书、下达命令、通过有效决议或发出通知，要求对买方进行清算或解散；或 (iii) 买方的任何董事或股东会提出或决议与买方有关的破产管理令申请，或任何一方发出或提交通知，表示有意委任买方的破产管理人，或该破产管理人已获委任；或 (iv) 买方全部或任何部分资产被担保权利人占有，或被指定的破产管理人接管；或 (v) 买方停止或暂停支付其任何债务，或无力支付其债务；或 (vi) 有人提出以和解方式清偿买方债务或对其事务作出计划或安排；或 (vii) 买方暂停、威胁暂停、停止或威胁停止经营其全部或大部分业务；或 (viii) 买方的财务状况恶化，以致有理由认为其履行合同条款的能力受到威胁；或 (ix) 买方的控制权发生变更（“控制权变更”是指，除涉及买方的集团内部重组或在公认的证券交易所首次公开发行外，买方50%以上的股权和/或投票权由第三方直接或间接持有）。

B. 在不影响我方享有的任何其他权利或补救措施的情况下，我方也可提前至少十（10）天以书面形式通知买方终止合同。

C. 合同终止时，我方对我方的任何债务应立即到期并支付，我方不再承担根据合同向买方供应货物的任何义务。

16. 转让

我方可以随时转让、转移、抵押、收取、分包、委托、宣布托管或以任何其他方式处理我方在合同项下的全部或任何权利或义务。未经我方事先书面同意，买方不得转让、转移、抵押、收取、分包、委托、宣布托管或以任何其他方式处理合同规定的任何或全部权利或义务。

17. 保密

A. 各方承诺，除下文第 17B 条允许的情况下，在任何时候都不得向任何人披露与另一方的业务、资产、事务、客户、顾客或供应商有关的任何保密信息。

B. 每一方可在以下情况下披露另一方的保密信息：(i) 向其雇员、管理人员、代表、承包商、分包商或顾问披露，因为他们需要了解这些信息以行使合同规定的权利或履行合同规定的义务。每一方应确保其向其披露另一方保密信息的雇员、管理人员、代表、承包商、分包商或顾问遵守本第 17 条的规定；以及 (ii) 法律、有管辖权的法院或任何政府或监管机构可能提出的要求。

C. 除行使合同规定或与合同有关的权利和履行合同义务外，任何一方不得将另一方的保密信息用于任何其他目的。

18. 完整协议

本合同构成我方与买方之间的完整协议。每一方都承认，在签订合同时，并不依赖合同中未列出的任何声明、陈述、保证或担保（无论是出于善意或过失）。我方在签订本合同前做出的口头承诺不具有法律约束力，合同双方的口头承诺应由书面合同取代。

19. 变更

除非以书面形式并经双方（或其授权代表）签字，否则任何合同变更均无效。

20. WAIVER

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. SEVERANCE

If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the contract. If any provision of the contract is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. NOTICES

Any notices shall be in writing and will be deemed to be served: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid registered mail, three (3) days after having been sent; or (iii) if sent by email, at the time of transmission. This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, arbitration or other method of dispute resolution.

23. THIRD PARTIES

A person who is not a party to this contract shall have no rights to enforce any term of the contract.

24. APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between us and the buyer shall be governed by the laws of the People's Republic of China (excluding Hong Kong, Macao and Taiwan) and the parties hereby agree to submit to the courts where we are located.

Klockner Pentaplast (Suzhou) Specialty Materials Co., Ltd.
Date: May 2025

20. 弃权

对任何权利或补救措施的放弃只有以书面形式作出才有效，且不得视为对任何后续权利或补救措施的放弃。延迟或未行使、单独或部分行使任何权利或补救措施不应放弃该权利或任何其他权利或补救措施，也不应阻止或限制进一步行使该权利或任何其他权利或补救措施。

21. 分割

如果合同的任何条款或部分条款无效、不合法或无法执行，则应将其视为删除，但不影响合同其他条款的有效性和可执行性。如果合同中的任何条款被视为删除，双方应本着诚意进行谈判，以商定一个替代条款，该替代条款应在最大程度上实现原条款预期的商业结果。

22. 通知

任何通知均应采用书面形式，并视为已送达：（i）如果以专人递送，则在通知留在适当地址时送达；（ii）如果以预付邮资的挂号邮件发送，则在发送三（3）天后送达；或（iii）如果以电子邮件发送，则在传输时送达。本第 22 条不适用于任何法律诉讼、仲裁或其他争议解决方式中的任何程序或其他文件的送达。

23. 第三方

非本合同当事人无权执行本合同的任何条款。

24. 适用法律和管辖地

我方与买方之间的法律关系受中华人民共和国（不包括香港、澳门和台湾）法律管辖，双方在此同意向我方所在地法院起诉。

科佩（苏州）特种材料有限公司
日期：2025年5月