HUNTSMAN GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS
亨斯邁貨物通用採購條款

1 General 總則

1.1 Except as otherwise agreed in writing by the Parties, these General Purchasing Terms and Conditions shall apply to and form part of any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the "Contract") between Huntsman and/or its Affiliates and Seller of the goods and the derivative services or works (collectively referred to as the "Goods").
除雙方另有書面約定外，本通用採購條款適用於亨斯邁和/或其關聯公司與賣方就提供貨物及其衍生服務和工作（統稱"貨物"）訂立的任何及所有口頭或書面採購合同、協定、訂單或其他採購關係（統稱"合同"）並構成其有效組成部分。

1.2 The Contract and these General Purchasing Terms and Conditions constitute the entire agreement between Seller and Huntsman with respect to the delivery of the Goods and exclude and supersede any general sales terms and conditions of Seller or any other general or standard trading terms which may be written on or referred to in any quotation, offer, order confirmation, invoice or other documentation used or made available via website owned or operated by Seller (regardless whether such terms and conditions are in oral, written, electronic or any other form), and Seller hereby expressly waives any right which it otherwise might have to rely on its such terms and conditions.
合同與本通用採購條款構成賣方和亨斯邁就貨物交付的完整協議，排除並取代賣方的通用銷售條款或其他可能書就于賣方使用的報價、要約、訂單確認、發票或其他檔上或列載于賣方所有或經營的網站的通用或標準貿易條款（無論賣方的該等條款和條件是以口頭、書面、電子或其他任何形式存在），且賣方特此明確放棄本可基於其該等條款和條件行使的任何權利。

1.3 No variation of these General Purchasing Terms and Conditions shall be effective unless expressly provided and agreed to in writing.
除以書面形式明確約定或同意外，任何對本通用採購條款的修改均不生效。

1.4 All capitalized terms used in these General Purchasing Terms and Conditions shall have the meaning specified for such terms in the Contract or Article 17 ("Definitions") of these General Purchasing Terms and Conditions.
本通用採購條款中所採用的所有大寫的術語應具有合同中或本通用採購條款第 17 條（"定義"）中的此類術語的含義。

2 Conclusion of Contracts 合同訂立

2.1 Huntsman's request for quotation shall not constitute or be interpreted as Huntsman's commitment or undertaking over the purchasing of the Goods from Seller.
亨斯邁請求報價的行為不構成且不應被理解為亨斯邁向賣方採購貨物的承諾。

2.2 An offer of Seller, including a quotation for any part thereof, cannot be revoked or cancelled by Seller once accepted by Huntsman via phone call (when other means appear to be impracticable in urgent cases), e-mail, fax or a separate purchase order.
賣方的要約或其中任何部分的報價，一經亨斯邁接受，無論是通過電話（其他方法不具備可操作性的緊急情況下）、電子郵件、傳真或採購訂單的方式，即不可由賣方撤銷或取消。

2.3 A purchase order shall be construed as binding on Seller upon being placed to Seller, provided there is no substantial change to Seller's offer which shall be considered as a counter-offer in accordance with the applicable laws within the Jurisdiction. Such a counter-offer by Huntsman in the form of a purchase order shall also have binding effect on Seller unless Seller explicitly rejects to accept such purchase order in writing within one (1) working day from the receipt of such purchase order.
採購訂單自向賣方下單後即對賣方具有約束力，只要該採購訂單未對賣方的要約產生實質性變更，而該變更根據管轄地所適用的法律已構成反要約。亨斯邁以採購訂單形式提交給賣方的前述反要約亦應對賣方具有約束力，除非賣方在收到該訂單後的一（1）個工作日內以書面方式明確表示拒絕。

2.4 Huntsman shall only be bound by a purchase order if such purchase order is in writing and not revoked within a reasonable time at the discretion of Huntsman.
唯有在亨斯邁自主決定的合理時間內未撤銷的書面訂單對亨斯邁具有約束力。

3 Price and Payment 價款和支付方式

3.1 The prices for Goods, the manner for payment, place of payment and currency shall be laid down in the Contract and/or purchase order of Huntsman and Huntsman shall pay Seller accordingly.
貨物的價格、支付方式、支付地點及幣種應于合同及/或亨斯邁採購訂單中列明。亨斯邁應據此支付給賣方。

3.2 Except otherwise agreed in writing, the prices specified in the Contract and/or purchase order of Huntsman shall be inclusive of any and all cost, expenses and charges in relation to the delivery of the Goods, including but not limited to packaging, transportation and insurance etc..
除另有書面約定外，合同和/或亨斯邁採購訂單中列明的價格應包括與交付貨物相關的各類成本、支出和收費，包括但不限於包裝、運輸及保險等。

3.3 Unless otherwise agreed in the Contract, the prices specified in the Contract and/or purchase order of Huntsman shall be inclusive of any taxes (including but not limited to VAT), withholding taxes, levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Goods under the Contract.
除非在合同中另行規定，合同和/或亨斯邁採購訂單中列明的價格應已包括現有或之後頒佈實施的與合同項下貨物銷售、交付和採購有關的各類性質的稅項（包括但不限於增值稅）、代扣所得稅、徵收稅項或關稅。

3.4 Unless otherwise agreed in writing, the prices for Goods during the valid term of the Contract shall be fixed.
除另有書面約定外，貨物的價格在合同有效期內保持不變。

3.5 All payments shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount to the satisfaction of Huntsman from finance and tax perspectives, unless otherwise agreed between Seller and Huntsman.
亨斯邁應在收到符合亨斯邁財務及稅務要求的合法有效的全額稅務發票之日起六十（60）天內支付價款，但賣方和亨斯邁間另有約定的除外。

3.6 In case the Goods have not been delivered in compliance with the terms of the Contract or these General Purchasing Terms and Conditions or Seller is otherwise in breach of its obligations under the Contract and these General Purchasing Terms and Conditions, Huntsman shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by Huntsman shall not constitute the recognition of fulfillment of Seller's obligations under the Contract. Huntsman is also entitled to set-off the amounts payable to Seller with any and all amounts (including liquidated damages) accrued by Seller to Huntsman for any reason whatsoever.
如果貨物未根據合同或本通用採購條款交付，或賣方以其它方式違反合同和本通用採購條款項下的義務，亨斯邁有權暫停相關發票的付款直至前述不符項或違約行為已被糾正。亨斯邁的付款行為不構成對賣方履行完畢合同項下義務的認可。亨斯邁亦有權將賣方因任何原因應付亨斯邁的所有金額（包括違約金）用以抵銷其應向賣方支付的價款。

4 Delivery 交付

4.1 Deliveries of Goods are to be made both in quantities and at the time and place specified by Huntsman. Huntsman will have no obligation to accept nor liability to pay for partial, excessive, early or late deliveries. Non-conforming Goods shall, if so requested by Huntsman, be returned at Seller's sole risk and expense.
賣方應按亨斯邁指定的數量及時間、地點交付貨物。亨斯邁無義務接受部分、超量、提早或延遲交付或為其承擔付款責任。若亨斯邁要求退還不符要求的貨物，由賣方自行承擔風險及費用負責運回。

4.2 If Seller fails to deliver the Goods at the time specified by Huntsman, it shall be deemed to be in default without further notice. In such a case, Huntsman may, without prejudice to other remedies available to Huntsman under the Contract and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller to a grace period for the delivery of the Goods at Seller's sole risk and expense; (ii) demand price reduction for the Goods; or (iii) cancel the delivery and all other undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Seller, and demand Seller to reimburse to Huntsman the prepaid purchase price of all such Goods. Furthermore, in such a case, Seller undertakes to compensate Huntsman for all losses, damages and expenses reasonably incurred suffered as a result of the delay and/or the annulment of the Contract.
如賣方未能于亨斯邁指定的時間交付貨物，即視其違約而無需另行通知。在此情形下，在不影響亨斯邁行使合同和本通用採購條款項下的其它救濟方式的前提下，亨斯邁可根據自身的判斷採取下列行動：(i)與賣方另行協商交付貨物的寬限期，但相關風險和費用由賣方承擔；(ii)要求貨物減價；或(iii)全部或部分取消交付以及亨斯邁提交的所有其它尚未履行的有效訂單而無需向賣方承擔任何形式的賠償或補償，並要求賣方向亨斯邁償還所有貨物的預付採購價款。此外，在此情況下，賣方承諾補償亨斯邁因延遲及/或合同解除遭受的一切損失、損害和合理發生的費用。

4.3 In addition, except as otherwise provided in the Contract, Seller shall pay to Huntsman liquidated damages in the amount of zero point one per cent (0.1%) of the purchase price of the delayed Goods for each day that the Goods are delayed. The liquidated damages shall not exclude or limit Huntsman's right to compensation from Seller for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages payable by Seller to Huntsman.
此外，除合同另有約定外，每延遲一天，賣方還應根據延遲貨物的採購價格，向亨斯邁支付千分之一（0.1%）的違約金。如果延遲造成的損害、損失、成本和費用超過賣方向亨斯邁支付的違約金金額，違約金不應排除或限制亨斯邁向賣方獲得相關賠償的權利。

4.4 If Huntsman undertakes to collect the Goods, delivery will take place when the Goods, if in drums, IBCs and/or other type of agreed container(s), are loaded by Seller on the truck of Huntsman's carrier or, for Goods in bulk, when the Goods pass the inlet valve of the tank of Huntsman's carrier.
如亨斯邁負責接收貨物，當賣方將以桶裝、IBC 及/或其他約定的集裝箱包裝的貨物裝載至亨斯邁承運人的車上時，或當散裝的貨物經過亨斯邁承運人集裝罐的進口時，視為交付。

4.5 If Seller undertakes delivery, delivery will take place when the Goods in drums, IBCs and/or any other type of agreed container(s) have been off-loaded by Seller and placed in a place designated by Huntsman or if Huntsman handles off-loading of such drums, IBCs and/or agreed container(s), where the Goods are lifted from carrier's truck or, for Goods in bulk, when the goods pass the inlet valve of the tanks of Huntsman.
如賣方負責交付，當賣方已將以桶裝、IBC 及/或其他約定的集裝箱包裝的貨物卸載，並放置於亨斯邁指定的地點時，或亨斯邁卸載該桶裝、IBC 及/或其他約定的集裝箱而將貨物帶離承運人車輛時，或當散裝的貨物經過亨斯邁集裝罐的進口時，視為交付。

4.6 Huntsman shall be entitled but not obliged to inspect the quality of the Goods at the time of the delivery. Huntsman shall not be obliged to accept the Goods if they do not meet the requirements set forth in the Contract and these General Purchasing Terms and Conditions. Huntsman's receipt of the Goods at the time of the delivery shall not release Seller from any of its warranties, obligations and liabilities under the Contract or these General Purchasing Terms and Conditions.
亨斯邁應有權但無義務在交付時檢驗貨物品質。如果貨物不符合合同和本通用採購條款中規定的要求，亨斯邁無義務接受該貨物。亨斯邁在交付時接收貨物不應免除賣方在合同或本通用採購條款項下的保證、義務和責任。

4.7 Huntsman shall have the right to make, from time to time, changes to any single purchase order and/or the Contract. If any such change causes an increase or decrease in the cost of or the time required for the delivery of the Goods, the Parties shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.
亨斯邁有權不時變更單一訂單和/或合同。若該變更導致交付貨物的成本或時間變動，雙方應另行簽署書面補充協定約定對應調整。

4.8 Seller agrees to honour and follow all instructions from Huntsman concerning transportation and insurance.
賣方同意就運輸及保險接受亨斯邁的一切指示。

5 Packing and Shipment 包裝與裝運

5.1 Seller undertakes to pack, package, mark and/or otherwise prepare the Goods in accordance with the instructions of Huntsman at no additional cost to Huntsman. In the absence of such instructions from Huntsman, all Goods shall be packed, packaged, marked and/or otherwise prepared in a manner which is in accordance with good commercial practices, acceptable to common carriers for shipment for the particular type of goods and at all times adequate to ensure safe arrival and delivery of the Goods at / to the named destination. If Seller fails to pack, package, mark or prepare the Goods properly, it shall be liable to compensate Huntsman for all claims, losses, damages, costs and expenses suffered as a result and shall indemnify Huntsman against any and all claims for losses, damages, costs and expenses suffered by third parties as a result thereof.
賣方承諾在不增加額外費用情況下，根據亨斯邁的指示裝箱、包裝、標示及/或其他方式準備貨物。如亨斯邁未作此類指示，則按適當的商業慣例、普通承運人可接受的對

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特定貨物的裝船方式和任何時候均足以保證將貨物安全運抵指定目的港的方式裝箱、包裝、標示及/或其他方式準備貨物。如賣方未能適當地對貨物進行裝箱、包裝、 標示或準備，其應補償亨斯邁由此遭受的所有索求、損失、損害、開支及支出，並賠償協力廠商就其由此遭受的所有損失、損害、開支及支出向亨斯邁的索賠。

5.2 Where containers or packaging are to be returned to Seller, this must be clearly stated on the transport documents or invoices, and the returning shall be at Seller's risk and expense unless otherwise agreed upon in writing. Huntsman reserves the right to return all packages to Seller.

如集裝箱或包裝將歸還賣方的，須在運輸合同或發票上明確表示，並且賣方應承擔歸還的風險及費用，但另有書面約定除外。亨斯邁保留歸還所有包裝的權利。

5.3 Seller shall dispatch all documents required by law and any documents required by Huntsman according to Huntsman's instructions and at the latest upon delivery of the Goods. If Seller fails to dispatch the required documents with the Goods, Huntsman has the right to refuse to accept the delivery of such Goods. In such case, for the purposes of these General Purchasing Terms and Conditions, the Goods shall be deemed to be undelivered.

賣方應根據亨斯邁指示至遲于貨物交付時將法律規定的所有檔和亨斯邁要求的任何檔送至亨斯邁。如賣方未能將所需檔與貨物一併發送，亨斯邁有權拒絕該貨物的交付，並根據本通用採購條款的目的，視為貨物未交付。

6 Ownership, Risk and Title 所有權人、風險及所有權

6.1 Title to the Goods shall transfer from Seller to Huntsman at the time when the delivery is completed in accordance with Articles 4.4 or 4.5. The risk for loss of and damage to the Goods or any part thereof shall pass to Huntsman upon Acceptance.

貨物所有權在根據本合同第 4.4 款或 4.5 款完成交付時由賣方轉移至亨斯邁。貨物部分或全部損失的風險自亨斯邁接受交付之日起轉移至亨斯邁。

6.2 At the request of Huntsman, the transfer of ownership of the Goods can take place at an earlier time than upon the delivery thereof. If such is the case, Seller shall store the Goods concerned separately and mark these clearly as owned by Huntsman. Seller shall bear all the risks of the Goods until the moment of Acceptance thereof as defined in Article 17 and indemnify Huntsman for any loss and/or damage (if any) to the said Goods. If a third party claims any right with respect to the said Goods and/or seizes the said Goods, Seller will inform such third party of Huntsman's ownership rights over the Goods and will immediately inform Huntsman of the claim and/or seizure. Huntsman is at all times entitled to take away the Goods which are owned by it or to have such Goods taken away from the place where these Goods are located. Seller hereby irrevocably authorises Huntsman to enter the premises used by Seller in connection therewith without the need for prior notice.

亨斯邁可要求貨物所有權於交付之前轉移。該情形下，賣方應將相關貨物單獨儲存並明確標示為亨斯邁所有，並應在貨物根據合同第 17 條定義的接受交付前承擔貨物的風險，並就該貨物的任何損失及/或損害（如有）賠償亨斯邁。如協力廠商對該貨物主張任何權利及/或沒收該貨物，賣方應告知該協力廠商此貨物為亨斯邁所有，並立即將該權利主張及/或沒收情況通知亨斯邁。亨斯邁有權於任何時候取走其所有的貨物或將貨物帶離貨物所在地。賣方在此不可撤銷地許可亨斯邁無須事前通知即可進入賣方使用的相關場所。

6.3 Seller undertakes to have the Goods which are owned by Huntsman in accordance with Clause 6.2 insured with a reputable insurance company until and up to the moment of Acceptance as defined in Article 17.

賣方承諾根據第 6.2 款將亨斯邁所有的貨物向知名的保險公司投保直至第 17 條定義的接受交付之時。

6.4 If it is agreed that Huntsman shall pay the price in advance of delivery, Huntsman shall acquire ownership of the Goods as of the date of payment. Clauses 6.2 and 6.3 are applicable in that case.

如規定亨斯邁須在交付前支付價款，亨斯邁於付款之日起獲得貨物所有權。第 6.2 款和第 6.3 款適用於此情形。

7 Warranties 保證

Seller represents and warrants that all Goods: (a) are in full conformity with the specifications as laid down in the purchase order or as described in Seller′s product data sheet or in specifications provided in writing to Huntsman; (b) are free from defaults / defects as far as materials, manufacture and design are concerned; (c) are merchantable and suitable for their intended purpose of use; (d) satisfy mandatory regulations regarding, inter alia, health, safety and the environment, applicable in the country in which the Goods are to be used if this country was communicated to Seller or was otherwise reasonably known to Seller; (e) are functional, operational and fulfil the performance requirements specified in the Contract; (f) be free of liens and encumbrances; and (g) conform with any statements made on the samples, containers, labels or advertisements for the Goods. The aforesaid is in addition to all other express warranties given by Seller and any and all implied warranties under applicable laws.

除賣方所作其他明示的陳述與保證及適用法律規定的所有默示保證，賣方還陳述與保證，所有貨物(1)完全符合訂單或賣方產品資料清單載明的規格，或給亨斯邁的書面規格；(2) 無材質、製造和設計上的缺陷/瑕疵；(3)適合銷售及其預期使用目的；(4)符合貨物使用地國（賣方知曉或應知曉）的強制性法律法規要求，例如健康、安全及環境方面法律法規；(5) 功能與運轉正常，符合合同中規定的性能要求；(6) 不存在留置或妨害；以及(7)符合該貨物樣品、容器、標籤或廣告中的陳述。

8 Defective Goods 瑕疵貨物

8.1 Huntsman shall have the right to claim for any loss, shortage and/or defects in relation to the Goods that could reasonably have been detected upon delivery within two (2) weeks of delivery.

亨斯邁有權對交付後二（2）個星期內可合理發現的貨物損失、短缺及/或瑕疵要求索賠。

8.2 In case of deficiencies or defects to the Goods that could not have been reasonably detected upon delivery, Huntsman shall have the right to claim such defects within a period expiring at the earlier of the date which is (a) 6 months from delivery or (b) 30 days from the date the deficiencies or defects were detected or should reasonably have been detected.

對交付時不能合理發現的貨物的缺陷或瑕疵，亨斯邁有權於下述兩者中較早屆滿之日前提出索賠：(1)交付六（6）個月後或(2)發現或應當發現缺陷或瑕疵三十（30）日後。

8.3 If delivered Goods are found defective, Huntsman has the right at its own discretion to (a) cancel the delivery and all other undelivered binding orders given by Huntsman in whole or in part without the intervention of a court or the agreed arbitration institution, at no compensation in any form to Seller, and demand Seller to reimburse to Huntsman the prepaid purchase price of all such Goods; (b) require Seller to replace or repair the Goods at Seller's expense within a reasonable period of time to be determined by Huntsman; or (c) demand price reduction for the Goods. Seller also undertakes to pay Huntsman compensation for any damages suffered as a result of such a defect and/or cancellation.

如交付的貨物有瑕疵，亨斯邁有權自主決定：(1)無須通過法院或約定的仲裁機構即可全部或部分取消交付以及亨斯邁提交的所有其它尚未履行的有效訂單而無需向賣方承擔任何形式的賠償或補償，並要求賣方向亨斯邁償還所有貨物的預付採購價款；(2)要求賣方在亨斯邁確定的合理期限內更換或修理貨物，相應費用由賣方承擔；或(3)要求貨物減價。賣方同時承諾賠償亨斯邁因該瑕疵及/或交付的撤銷遭受的損失。

8.4 If Huntsman requires Seller to supplement, replace or repair the Goods, Huntsman has the right to make such supplements, replacements or repairs itself, or to instruct a third party to do so, at Seller's expense, if the Goods are required without delay or if Seller fails to supplement, repair or replace the Goods within the reasonable period determined by Huntsman.

亨斯邁要求賣方補足、更換或修理貨物的，如亨斯邁立刻需要貨物或賣方未能在亨斯邁規定的合理期限內補足、更換或修理貨物，則亨斯邁有權自行或要求第三人進行補足、更換或修理，相關費用由賣方承擔。

8.5 Delivered Goods found defective by Huntsman may at all times be returned by Huntsman for the account and risk of Seller.

亨斯邁可隨時將有瑕疵的交付貨物退還給賣方，賣方承擔相應費用及風險。

8.6 Any and all expenses borne by Huntsman relating to the defective delivery shall be reimbursed immediately by Seller without prejudice to any other rights of Huntsman for other losses arising from such defective Goods.

在不影響亨斯邁就瑕疵貨物遭受的損失行使其他權利的前提下，賣方應立即補償亨斯邁承擔的所有與瑕疵供貨有關的費用。

8.7 Huntsman's payment for the Goods shall not be construed as a waiver of its rights under the Contract or these General Purchasing Terms and Conditions.

亨斯邁的付款行為不應構成亨斯邁在合同或本通用採購條款項下權利的放棄。

9 Indemnification to Huntsman 向亨斯邁賠償

Seller shall fully indemnify and hold Huntsman harmless from claims for any losses, damages, injuries, liabilities, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Huntsman may incur, be found liable for or is required to pay which directly or indirectly arise out of or are related to the defect in the delivery of the Goods by Seller.

賣方應全額賠償亨斯邁及其並保證亨斯邁免受由賣方交付貨物直接或間接引起的或與之相關的各類損失、損害、傷害、債務、成本、費用、訴訟、處罰、罰款、罰息或稅金等的索賠，無論亨斯邁是否已實際遭受，具有責任或被要求承擔該些索賠。

10 Infringement of Intellectual Property Rights 侵害智慧財產權

10.1 Seller hereby agrees that upon delivery the Goods, Huntsman acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such Intellectual Property as they relate to Huntsman′s use, possession, sale or distribution of the Goods.

賣方在此同意交付貨物時，給予亨斯邁與使用、佔有、銷售或分銷貨物相關的使用其智慧財產權的非排他的、世界範圍的、免費的、無限期的權利。

10.2 Seller represents and warrants to Huntsman that the Goods shall not infringe on any third party intellectual property rights such as patents, trademarks, copyrights and models and undertakes to indemnify Huntsman against any and all claims, losses, damages, costs and expenses suffered by Huntsman in relation thereto.

賣方向亨斯邁陳述與保證貨物沒有侵害任何協力廠商專利權、商標權、版權及模型等智慧財產權 ，並承諾賠償亨斯邁因此而遭受的任何索賠、損失、損害、支出及費用。

11 Confidentiality & Data Protection 保密和資訊保護

11.1 Drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, dies and other such information and tools (hereinafter collectively referred to as the "Materials") made available to Seller by Huntsman or produced or developed by Seller on the instructions of Huntsman, are or shall become the property of Huntsman. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of Huntsman. Seller undertakes to return the Materials to Huntsman in good condition, together with any copies and the like which have been produced, at Seller's expenses, as soon as they have served the purpose for which they are intended, or earlier, if Huntsman so requests.

亨斯邁向賣方提供的，或根據亨斯邁指示製作或改進的圖紙、草稿、計算、公式、準備方式、研究、模型、模具、印模及其他資訊和工具（以下合稱"素材"）為亨斯邁所有。賣方不得將素材申請專利。賣方承諾將素材單獨存放，並明確標示其為亨斯邁所有。賣方還承諾，一旦素材已達到原先計畫的使用目的或亨斯邁提前要求，賣方將自負費用將處於良好狀態的素材與其影本和製作的類似物品一起歸還給亨斯邁。

11.2 Seller undertakes to maintain complete confidentiality regarding the Materials and all business information and knowledge provided by Huntsman or its affiliated companies or any information otherwise known to him in connection with the entering into and performance of the Contract (the "Confidential Information") and undertakes to only use the Confidential Information for the performance of the Contract. Seller undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Contract and warrants that such employees and third parties will comply with such obligations. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Seller and Huntsman shall also be applied to the exchange of information under the Contract.

賣方承諾完全維護素材及亨斯邁或其關聯公司提供的一切商業資訊和消息，或其知曉的與合同訂立及履行有關的其他資訊（"保密資訊"）的保密性，並只為履行合同目的使用保密資訊。賣方承諾任何履行合同所需而知曉保密資訊的員工及協力廠商均負有相同義務，並保證該員工及協力廠商遵守該義務。賣方與亨斯邁之間簽訂的應適用的保密協定或不披露協定中包含的其他條款也應適用于合同項下的資訊交流。

11.3 Seller shall not be entitled to use Huntsman as a reference for marketing or commercial purposes without the prior written consent of Huntsman.

未經亨斯邁事先書面同意，賣方無權援引亨斯邁用於市場行銷或商業用途。

11.4 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under the Contract and these General Purchasing Terms and Conditions.

各方在履行合同或本通用採購條款項下的義務過程中處理個人資訊時，均應遵守適用的個人資訊保護的立法。

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11.5 If and to the extent that Seller Processes Personal Data as a Data Processor on behalf of Huntsman, and a data transfer agreement that complies with the EU GDPR does not exist, these terms shall apply and the Parties agree to comply with such terms. The Parties agree that Seller as Processor a) must act only on the written instructions of Huntsman unless required by law to act without such instructions; b) must ensure that employees Processing the Personal Data have committed themselves to confidentiality; c) must take appropriate measures to ensure the security of the Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing; d) only engage sub-processors with the prior consent of Huntsman and under a written contract that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meets the requirements of the applicable Data Protection Legislation; e) assist Huntsman in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; f) assist Huntsman in meeting its obligations in relation to the security of processing; g) provide notification of personal data breaches in sufficient time to enable Huntsman to comply with its own onward obligations after Seller becomes aware of it; h) at the end of the services or work that results in the Processing of Personal Data delete or destroy all Personal Data belonging to Huntsman; i) submit to Huntsman audits and inspections, providing Huntsman with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and j) tell Huntsman immediately if it is asked to do something infringing Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the Contract.
若賣方以亨斯邁的名義作為資訊處理人進行個人資訊處理的，且未締結符合《歐盟一般資料保護條例》要求的資訊傳輸協定的，雙方同意遵守並適用如下條款。雙方同意賣方作為資訊處理人 a)必須僅根據亨斯邁的書面指示行事，但法律另有規定無需征得指示的情形除外；b)必須確保其處理個人資訊的雇員承擔保密義務；c)必須採取適當措施以確保資訊處理的安全性，包括個人資訊的假名化和加密，持續確保資訊處理系統和服務的保密性、完整性、有效性和可恢復性的能力，在物理或技術事件發生時能及時恢復個人資訊的有效性和可訪問性的能力，定期測試、檢測和評估為確保資訊處理的安全性而採取的技術措施和組織措施的有效性的流程；d)僅在取得亨斯邁事先許可的情況下委託下級資訊處理人，並與其簽訂書面合同，使其提供同等充分的保證以落實符合所適用的個人資訊保護立法要求的適當的技術和組織措施；e)協助亨斯邁向資訊主體提供便利和許可，以行使其作為個人資訊保護立法項下的資訊主體的權利；f)協助亨斯邁履行與資訊處理安全性相關的義務；g)及時通知亨斯邁關於個人資訊違規事宜，以確保在賣方知悉該違規事宜後亨斯邁能繼續承擔合規義務；h)在完成需要涉及處理個人資訊的服務或工作後刪除或銷毀所有屬於亨斯邁的個人資訊；i)向亨斯邁的審計或調查事項提交，並向亨斯邁提供其所需的確保雙方履行個人資訊保護立法項下的義務的所有資訊；並 j)在被要求從事違反個人資訊保護立法的事項時，立即向亨斯邁彙報。與資訊處理相關的個人資訊的主題、性質、目的和種類以及個人資訊主體的類別，由合同具體約定。

12 Force majeure 不可抗力

If Huntsman is prevented from accepting delivery or performing any of its other obligations by any circumstances beyond its control, including but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, labour disturbances (regardless of the reasonableness of the demands of labour), acts or omissions of any governmental authority (de jure or de facto), port congestions, shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause, want of transport or any other cause (whether similar or dissimilar to the foregoing) which is either beyond Huntsman's reasonable control or which makes the performance of its obligations either impossible or unusually onerous, Huntsman shall be entitled to terminate the Contract or the affected purchase order(s), on written notice to Seller without intervention of the court or the agreed arbitration institution and without liability for any damage suffered by Seller as a result of such termination.
因包括但不限於自然災害、戰爭、恐怖行為、意外事件、爆炸、核事故、設備或機器故障、蓄意破壞、他勞工問題（無論是否為勞工合理要求）、政府機關作為或不作為、港口擁堵、因未交付或其他原因導致的供給、勞力、設施、燃料及能量短缺、運輸不足，或任何其他亨斯邁無法合理控制或致使其義務履行不能或異常困難的原因（無論與前述相似或不相似）妨礙亨斯邁接收交付或履行其他義務時，亨斯邁無須向法院或約定的仲裁機構啟動司法程式即有權書面通知賣方終止合同或受影響的採購訂單，且無需對賣方因此遭受的任何損害負責。

13 Termination 合同解除

13.1 If Seller (a) does not properly or within time comply with any of its obligations under the Contract; or (b) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (c) is subject to similar measures in the jurisdiction under which Seller is organised, Huntsman shall be entitled to, ipso iure and without notice, terminate any and all Contracts concluded with Seller with immediate effect, without any judicial orders being necessary without prejudice to any other right or compensation of which Huntsman could benefit under the Contract and these General Purchasing Terms and Conditions or general applicable law.
亨斯邁有權根據法律在下列情況下無需通知賣方即可解除與之訂立的全部合同：如賣方(1)未能適當或在期限內遵守本合同項下義務；或(2)被宣告破產、請求破產或停止支付；或(3)受制于賣方成立地管轄下類似的程式。亨斯邁無需必要的司法命令即可行使該解除權，且不影響其根據合同以及本通用採購條款或適用的法律可享有的任何其他權利及賠償。
13.2 Huntsman shall be entitled to, with or without a reason, early terminate the Contract at any time with a fifteen (15) days prior written notice to Seller. Seller shall then be entitled to the prices on pro-rata basis attributable to the delivered Goods with Huntsman's Acceptance. Seller shall not seek or be entitled to any other compensation of any nature.
亨斯邁有權在任何時候，無論是否有理由，經十五（15）天提前書面通知賣方而提前解除合同。賣方有權按比例收取與已提供的並為亨斯邁接受的貨物部分相對應的費用。賣方無權要求其他任何性質的補償或賠償。

14 Compliance with Laws and Regulations 合法合規

14.1 Seller shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Seller's delivery of Goods under the Contract as well as Huntsman's Vendor and Supplier Code of Conduct the receipt of which has been acknowledged by Seller.
賣方需依據相關法律法規以及政府主管部門的相關政策履行其于合同項下的交付貨物的義務，並遵守賣方已確認收悉的《亨斯邁供應商行為準則》。
14.2 Seller represents and warrants that Seller has access to and has fully understood all Site and EHS requirements of Huntsman and is obliged to comply with all EHS regulations, as well as Huntsman's EHS and Site procedures and instructions.
賣方承諾並保證其已獲悉並完全理解亨斯邁所有關於現場工作以及 EHS 方面的各項要求，並有義務遵守所有 EHS 方面的規則，並聽從亨斯邁所有關於現場工作以及 EHS 方面的程式及指示。
14.3 Seller shall comply with all applicable EHS laws, rules and regulations in relation to its performance under the Contract, including without limitation those apply to the manufacture, storage, transportation, handling and operation of any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous ("Hazardous Goods"). It shall remain Seller's full responsibility to ensure the EHS safety of any Hazardous Good until the completion of the delivery in accordance with Articles 4.5 or 4.6 or such later time as required by the applicable EHS laws and regulations.
就其在合同項下的履行，賣方應遵守 EHS 方面的所有相關法律法規，包括但不限於適用於任何危險的、有毒的、易燃的、易爆的或其他有害貨物（"危險貨物"）的生產、存儲、運輸、處理和經營等方面的法律法規。在根據第 4.5 條或第 4.6 條完成交付或根據 EHS 相關法律所要求的更晚時點之前，賣方應確保危險貨物的安全並承擔全部責任。
14.4 Seller shall comply with all applicable laws, rules and regulations in relation to the Contract. Without prejudice to the generality of the aforesaid, Seller shall comply with all applicable export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), and shall not sell, export, import, re-export, distribute, transfer or otherwise deal with or dispose of Goods, whether directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any applicable such laws, rules and regulations. Failure by Seller to comply with such laws, rules and regulations shall constitute a material default under the Contract. Seller agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Goods.
賣方應遵守所有與合同有關的可適用的法律法規。不影響前述規定普遍性的前提下，賣方還應遵守一切適用的出口管制及貿易禁運的法律法規（包括但不限於美國出口管理法）。在未獲得所有必需的書面同意、許可和授權，並完成任何適用法律法規要求的手續前，賣方不得直接或間接地銷售、進口、出口、轉口、分銷、轉讓或以他方式處理或處分貨物。如賣方未能遵守該法律法規，根據本合同將構成嚴重違約。賣方同意在其與協力廠商就貨物訂立的合同中遵守同樣的合規要求。
14.5 Seller shall obtain and maintain throughout the effective term of the Contract including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Contract.
賣方需取得其履行合同所需的各類授權、許可、證書、執照以及資質，並確保在合同有效期及其續展期內持續有效。
14.6 Seller represents and warrants that Seller (a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with the Contract or its dealings with Huntsman; (b) confirms that it is not a government official and is not affiliated with any such official; (c) shall have in place adequate procedures to prevent those performing the Contract on Seller's behalf from committing Bribery; and (d) shall keep accurate and true records that are not misleading of all payments made under the Contract or its dealings with Huntsman.
賣方承諾並保證，賣方(1)不得給予合同或在與亨斯邁的業務往來中直接或通過協力廠商給予、承諾或提供任何賄賂，或索要、同意收取或接受任何賄賂；(2)不屬於政府工作人員且與政府工作人員不存在任何關聯；(3)具備完善的程式防止以賣方名義履行合同的其他方出現腐敗行為；以及(4)保持與合同有關或在與亨斯邁業務往來中付款記錄的準確、真實，而不具有誤導性。
14.7 A breach of this Article 14 by Seller shall entitle Huntsman to terminate the Contract immediately upon written notice and Seller shall indemnify and keep Huntsman indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.
若賣方違反本第 14 條之規定的，亨斯邁有權書面通知賣方立即解除合同，賣方需賠償並保證亨斯邁免受由賣方違約而引起的各類行動、法律程式、成本、索賠、指令、費用等的損害。

15 Miscellaneous 其他

15.1 The invalidity or unenforceability for any reason of any part of these General Purchasing Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.
任何原因導致本通用採購條款任何部分的無效或不具可執行性不妨礙或影響其餘條款的效力或可執行性。
15.2 Seller shall not assign any Contract for the sale of Goods or any rights hereunder in whole or in part to any third party without the prior written consent of Huntsman. Even if Huntsman has given its written consent to Seller to use subcontractors, Seller shall remain fully liable for the performance or non-performance by the subcontractors of Seller's obligations under the Contract and these General Purchasing Terms and Conditions.
未經亨斯邁書面同意，賣方不得將任何貨物銷售合同或本採購條款與條件下的權利全部或部分地轉讓給第三人。即使亨斯邁書面同意賣方採用分包商，賣方仍應對分包商履行或不履行其在合同和本採購通用條款項下的賣方義務而完全負責。
15.3 Huntsman shall be entitled to use Huntsman Affiliates for the performance of its obligations under the Contract. Any obligation of Huntsman under the Contract which has been performed by a Huntsman Affiliate shall be considered duly fulfilled as if the obligation had been performed by Huntsman itself. Any rights granted to Huntsman under the Contract shall also apply and extend to Huntsman Affiliates.
亨斯邁有權使用亨斯邁的關聯公司履行其在合同項下的義務。亨斯邁在合同項下的義務如由亨斯邁的關聯公司履行，應視為已適當履行，等同於亨斯邁親自履行。合同項下授予亨斯邁的權利也適用並延伸至亨斯邁的關聯公司。
15.4 The Appendices to the Contract and these General Purchasing Terms and Conditions shall form an integral part of the Contract.
合同的附件和本通用採購條款應構成合同不可分割的組成部分。
15.5 These General Purchasing Terms and Conditions are written in both English and Chinese. Both versions are equally authentic. Should there be any discrepancy, the English version shall prevail.

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本通用採購條款以中英文兩種文字書就。兩個版本具有同等效力。如有歧義，應以英文版本為准。

15.6 The headings used herein are for convenience purposes only and shall not be used to interpret these General Purchasing Terms and Conditions. The maxim of contract interpretation that allows ambiguities to be determined in favor of the non-drafting party shall not apply to the interpretation of these General Purchasing Terms and Conditions.

標題的使用僅為方便的目的且不應用於對本通用採購條款的解讀。合同歧義部分作出有利於非起草方釋義的合同解釋原則不適用於本通用採購條款的解讀。

16 Governing Law & Dispute Settlement 管轄法律與爭議解決

16.1 The Contract and these General Purchasing Terms and Conditions and all matters arising out of or relating to the Contract or these General Purchasing Terms and Conditions shall be governed by and interpreted exclusively in accordance with the laws of the Jurisdiction without regard to the conflicts of law principles thereof and the United Nations Convention on Contracts for the International Sale of Goods.

合同和本通用採購條款以及因其產生的或與其有關的所有事宜均應排他性地適用管轄地法律並依據該管轄地法律進行解釋，並排除該管轄地衝突法和聯合國國際貨物銷售合同公約的適用。

16.2 Except otherwise provided in the Contract, any dispute arising out of or in connection with the Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

除合同另有約定外，因合同引起的或與合同有關的爭議，包括協定的成立、效力或終止等問題，均應提交管轄地有管轄權的法院訴訟解決。

17 Definitions 定義

The capitalized terms used in these General Purchasing Terms and Conditions shall have the following meanings:

本通用採購條款中所採用的術語應具備下列含義：

"Acceptance" shall mean a written confirmation by Huntsman that Seller has in whole or in part performed the obligations under the Contract.

“接受”應指亨斯邁對於賣方已部分或全部履行其在合同項下的義務的書面確認。

"Affiliate" shall mean any entity controlling, controlled by or under the common control with a Party, where the term “control” shall mean the power to directly or indirectly cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.

“關聯公司”應指控制一方、由一方控制或共同控制的實體，而“控制”應指通過所有權、投票權或其它方式直接或間接管理企業的權力。

"Appendices" shall mean the appendices to the Contract, including these General Purchasing Terms and Conditions.

“附件”應指合同附件，包括本通用採購條款。

"Bribe" and "Bribery" shall mean any payment or transfer of value or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state as well as the Jurisdiction or other country shall be considered a bribe.

“賄賂”及“腐敗”應指任何價值的支付或轉移或任何普遍認定為不正當的支付行為，以及任何違反美國《海外腐敗行為法案》，英國《賄賂法》或其他經濟合作與發展組織成員國以及管轄地或其他國家相關類似法律而認定為賄賂的行為。

"Contract" shall mean the written or oral purchase contract for the delivery of the Goods entered into between Seller and Huntsman, including its Appendices and these General Purchasing Terms and Conditions.

“合同”是指賣方和亨斯邁之間就貨物的交付達成的書面或口頭採購合同，包括其附件和本通用採購條款。

“Data Protection Legislation” shall mean applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. “Personal Data”, “Processing of Personal Data”, “Data Processor” and “Data Subjects” shall have the meaning given to those terms by the applicable Data Protection Legislation.

“個人資訊保護立法”應指所適用的有關個人資訊處理的法規，且特指歐洲議會條例(EU)2016/679(《歐盟一般資料保護條例》)，以及其他任何國家或地區關聯或影響個人資訊處理事宜的任何適用的法律法規，包括其不時修訂、補充或替代的立法。“個人資訊”、“處理個人資訊”、“資訊處理人”以及“資訊主體”的涵義適用個人資訊保護立法的定義。

“EHS” shall mean environment, health and safety.

“EHS”應指環境、健康和安全。

"Force Majeure" shall have the meaning set forth in Article 12 of these General Purchasing Terms and Conditions.

“不可抗力”應指本通用採購條款第 12 條的定義。

"General Purchasing Terms and Conditions" shall mean these general purchasing terms and conditions of Huntsman for goods.

“通用採購條款”應指亨斯邁針對貨物的上述通用採購條款。

"Goods" shall mean the goods to be provided by Seller to Huntsman as specified in the Contract.

“產品”是指賣方根據合同的規定向亨斯邁提供的貨物。

"Hazardous Goods" shall mean any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous.

“危險貨物”是指任何危險的、有毒的、易燃的、易爆的或其他有害的貨物。

"Huntsman" shall mean the entity and/or its Affiliate receiving the Goods from Seller, as specified in the Contract.

“亨斯邁”是指合同規定的接收賣方提供的貨物的實體和/或其關聯公司。

"Intellectual Property Rights" shall have the meaning set for the in Article 10 of these General Purchasing Terms and Conditions.

“智慧財產權”應指本通用採購條款第 10 條的定義。

“Jurisdiction” shall mean the territory or country where Huntsman is legally registered or conducts principle business activities.

“管轄地”是指亨斯邁依法註冊或開展主要經營活動的國家或地區。

“Materials” shall have the meaning set for the in Article 11 of these General Purchasing Terms and Conditions.

“素材”應指本通用採購條款第 11 條的定義。

"Party" shall mean Seller or Huntsman.

“一方”是指賣方或亨斯邁。

"Parties" shall mean Seller and Huntsman.

“雙方”是指賣方與亨斯邁。

“Site” shall mean the premises of Huntsman at which delivery of the Goods is to take place, including any land and other places designated by Huntsman for the purposes of the Contract.

“現場”是指交付貨物行為發生的亨斯邁的場所，包括亨斯邁為實現合同目的而指定的其他各類場所。

"Seller" shall mean the entity supplying the Goods to Huntsman, as specified in the Contract.

“賣方”是指合同規定的向亨斯邁提供貨物的實體。

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