

# INDORAMA TERMS AND CONDITIONS OF SALE

## INDORAMA销售条款与条件

### 1. Definitions

#### 定义

In these Conditions of Sale the following expressions will have the following meanings unless inconsistent with the context:

除非与上下文不一致,本销售条款中的下述表述将有如下含义:

1.1 "Buyer": the person(s), firm or company whose order for the Goods is accepted by Indorama.

"买方": 货物的订单被Indorama接受的人(或多人)、商行或公司。

1.2 "Contract": any contract between Indorama and the Buyer for the sale and delivery of the Goods formed in accordance with clause 2.1.

"合同": Indorama和买方依据2.1条就货物的销售和交付形成的任何合同。

1.3 "Goods": any goods that Indorama supplies to the Buyer (including any of them or any part of them) under a Contract.

"货物": Indorama依据合同向买方(包括买方中的任何一个或买方的任何一部分)提供的任何货物。

1.4 "Incoterms" means Incoterms 2010

"国际贸易术语解释通则": 2010年国际贸易术语解释通则

### 2. General

#### 总则

2.1 These Terms and Conditions of Sale shall apply to the contract with Buyer for the sale and delivery by Indorama of Goods and supersede any other terms or conditions stipulated or referred to by Buyer. Buyer's placing an order and taking in the Goods shall constitute acceptance of these Terms and Conditions of Sale.

本销售条款与条件适用于就Indorama向买方销售及交付货物所订立的合同,并取代买方约定或参考的任何其他条款或条件。买方下订单并接受货物的行为即构成其受本销售条款与条件的约束。

2.2 No variation of these Terms and Conditions of Sale shall be effective unless expressly stipulated, agreed or confirmed in writing by Indorama.

除Indorama以书面形式明确规定、同意或确认外,任何对本销售条款与条件的修改均不生效。

2.3 The invalidity or unenforceability for any reason of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

任何原因导致本销售条款与条件任何部分的无效或不可执行不妨碍或影响其余条款的效力或可执行性。

2.4 Buyer shall not assign any Contract or any rights hereunder in whole or in part to any third party without the prior written consent of Indorama.

非经Indorama事先书面同意,买方不得将任何合同或合同权利全部或部分转让给任何第三方。

### 3. Offers, Orders and Agreements

#### 要约、订货及合同

3.1 Any catalogues, brochures, price-lists and communications cannot be considered as offers and are provided without any commitment from Indorama, unless otherwise explicitly agreed in writing.

除另有明确的书面约定外,Indorama提供的任何目录、手册、价目单及通讯不视为要约,不构成承诺。

3.2 Indorama shall be bound only if an order has been accepted in writing by Indorama or if Indorama has started performing the order. Orders are accepted subject to the availability of the Goods.

仅当Indorama书面接受订单或开始履行订单时,该订单方对Indorama具有约束力。订单接受与否取决于货物的供应能力。

### 4. Price and Payment

#### 价款和支付

4.1 Prices are quoted exclusive of all applicable taxes, and are subject to Incoterms 2010, unless otherwise agreed in writing.

除另有书面约定外,所报价格不含所有应征税款,并以2010年国际贸易术语解释通则为准。

4.2 Without prejudice to Indorama's rights under Clause 11, Indorama may, prior to delivery, notify Buyer that it has become unusually onerous and/or no longer commercially viable to supply the Goods to Buyer at the price of the Goods first agreed as a result of, among others, shortages or rapid increase in the cost of raw materials, fuel, utilities or transportation beyond the reasonable control of Indorama. In the event of the aforesaid, Indorama and Buyer shall in good faith mutually review and agree upon a revised price, including delivery cost, of the Goods within thirty (30) calendar days of Indorama's notification to Buyer, failing which Buyer has the right to terminate the Contract with Indorama. Buyer agrees that it shall not be entitled to claim any damages or other remedy in respect of such termination.

在不损害第9条规定的Indorama权利的前提下,在货物交付前,Indorama有权通知买方:由于原材料、燃料、设施和运输的短缺或价格上涨等已超越Indorama的合理控制,按照卖方和买方原先约定的货物价格交付货物对Indorama而言是异常困难或在商业上是不可行的。在此情形下,在Indorama通知买方后的三十(30)天之内,Indorama和买方应善意地共同评审并协商修改包括交付费用在内的货物价格。若协商不成,买方有权与Indorama终止合同。买方同意,买方无权就合同的终止而向Indorama提出任何索赔或其他救济请求。

4.3 Payment shall be made in the currency stated on the invoice by transfer to one of the bank accounts identified thereon, unless otherwise agreed in writing.

除另有书面约定外,付款应以转账方式用发票载明的货币支付到发票上指定的其中一个银行账户。

4.4 Payment shall be due, without deduction or discount within such time period as notified by Indorama to Buyer. Indorama, however, shall be entitled to request payment in advance of delivery, either in full or in part, or obtain security for the payment. The setting off or withholding of any payment by Buyer in respect of any claim shall not be allowed unless expressly agreed in writing by Indorama.

买方应在Indorama通知买方的期限内支付价款,且不得对价款作任何扣减或扣除。但Indorama有权要求于交付前支付全部或部分价款,或就付款取得担保。除Indorama书面明确同意外,买方不得因任何索赔而抵销或预扣任何款项。

4.5 Any late payment shall bear interest at a rate of one per cent (1%) per month accrued annually by operation of law and without prior written notice or demand. In addition if any overdue amount is not paid within one (1) week of Buyer's receipt of a written demand for payment, Buyer shall be liable for liquidated damages equal to the costs of collecting the amount due from Buyer including legal costs or ten percent (10%) of said overdue amount, whichever shall be higher.

无须Indorama事前书面通知或要求,按照适用法律,逾期付款应按照每月1%的利率计息并按年累计。此外,买方收到催款函后一(1)个星期内未支付逾期款项的,则买方应支付相当于Indorama追收到期款项而发生的费用(包括律师费)或逾期款项的10%两项金额中较高者作为违约金。

INDORAMA TERMS AND CONDITIONS OF SALE - Cont.

### INDORAMA销售条款与条件

#### 5. Delivery

##### 交付

5.1 Delivery of the Goods shall be per Incoterms 2010 at such point as shall be agreed between Indorama and Buyer.

交付应根据2010年国际贸易术语解释通则则在Indorama与买方约定的地点进行。

5.2 If Indorama undertakes delivery, delivery will take place when the Goods in drums, IBC's or other packages are placed at the disposal for offloading by Buyer on the truck (or such other vehicle) of the carrier or, for Goods in bulk when the valves of the tank of the carrier have been opened.

如果Indorama负责交付,当Indorama将以桶装、IBC或其它方式包装的货物置于承运人的卡车(或其他车辆)上以供买方卸载时,或对于散装货物而言,承运人的容器阀门开启时,视为交付。

5.3 If Buyer undertakes to collect the Goods, delivery will take place when the Goods in drums, IBC's or other packages have been placed at Buyer's disposal at Indorama's premises for loading or, for Goods in bulk when the valves of the tank of Indorama have been opened.

如果买方负责收取货物,当货物以桶装、IBC或其它方式包装在Indorama工厂交于买方控制装载之时,或对于散装货物而言,在承运人的容器阀门开启时,视为交付。

5.4 Terms of delivery are for information only and without any commitment, guarantee or liability of Indorama. A delay in delivery will not give Buyer the right not to comply with his obligations as laid down in the Contract and/ or these Terms and Conditions of Sale.

交付条款仅作参考,不构成Indorama的承诺、保证或责任。延迟交付不免除买方遵守合同及/或本销售条款与条件约定的义务。

5.5 Indorama shall have the right to perform partial deliveries. For the purpose of these Terms and Conditions of Sale, each partial delivery shall be regarded as an independent delivery. Indorama有权分批交付,为本销售条款与条件目的,每次部分交付应视为一次独立的交付。

5.6 In case of Goods supplied in bulk, Indorama may deliver against any order a variation of up to fifteen per cent (15%) of the weight or volume ordered. The Buyer will be invoiced for the quantity actually delivered which will be stated in the invoice. In

case of Goods supplied in containers of a certain quantity, the Goods will only be supplied in multiples of such quantity. Any order will be grossed up to the nearest of such multiple and invoiced as such.

如Indorama以散装方式交付货物的,则对任何一份订单而言,Indorama交货可对比预订的重量和数量发生15%范围内的变动。Indorama将按实际交付的数量向买方开具发票,并在发票中载明该数量。如以一定载货数量的容器供货,货物只能以容器所载数量的整数倍供应。任何订单中的数量应上浮到最接近的前述整数倍,并按此数量开具发票。

5.7 If Buyer fails to unload the Goods within reasonable time after it has arrived at its destination, Buyer may be charged demurrage at the carrier's demurrage rate in force at that time. Buyer shall indemnify Indorama against any and all charges and expenses in respect of any delay in delivery of the Goods where such delay is due to Buyer's failure to provide in sufficient time

all necessary instructions and means, licenses, guarantees, payments and all such assistance and information as may be required for delivering the Goods at the agreed destination.

如果买方未能在货物抵达目的港后合理时间内卸载货物的,承运人可按当时有效的承运人的滞纳金费率向买方收取滞纳金。如果延迟交付货物是由于买方未能在充分的时间内提供所有必需的指示和方式、许可、保证、付款及将货物运抵约定的目的港可能需要的所有帮助和信息,买方应赔偿Indorama与该延迟交付有关的一切费用和支出。

### 6. Transfer of Risk and Title

#### 风险及所有权转移

6.1 The risk with regard to the Goods to be delivered shall pass to the Buyer upon delivery as defined in Clause 5.1.

所交付货物的风险自交付(定义见5.1条)后转移至买方。

6.2 All Goods sold by Indorama shall remain the property of Indorama until it has received from Buyer all payments it is entitled to on the basis of the Contract, including any damages, costs, interest and duties. 买方付清合同规定Indorama有权收取的所有价款(包括任何赔偿金、费用、利息及关税)前,Indorama保留对所有售出货物的所有权。

6.3 Until such time as property in the Goods has passed to Buyer, Buyer shall ensure that the Goods:

货物所有权转移至买方前,买方应确保:

(i) are kept and maintained in good condition at no cost of Indorama;

保持货物处于良好状态且无需Indorama承担相关费用;

(ii) are stored separately or marked so that they may be readily identified as the property of Indorama;

为方便辨认货物为Indorama所有,单独存放货物或标示货物;

(iii) are not subject of any charge, pledge or lien; and

货物上不存在任何抵押、质押或留置;并

(iv) are insured for their full replacement value against all risks.

以货物的全部更换价值投保一切险。

6.4 Buyer shall comply with all applicable import / export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), and shall not deal with, resell, import, export, re-export, distribute, transfer or otherwise dispose of the 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 such laws, rules and regulations. Failure by Buyer to comply with such laws, rules and/or regulations shall constitute a material default under the Contract. Buyer further agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Goods.

买方应遵守所有一切适用的进/出口管制及贸易禁运的法律法规(包括但不限于美国出口管理条例)。在未获得所有必需的书面同意、许可和授权,并完成任何前述法律法规要求的手续前,买方不得直接或间接地处理、转售、进口、出口、转口、分销、转让或以其他方式处分货物。如买方未能遵守该法律法规,则构成本协议项下的严重违约。买方进一步同意在其与第三方就货物订立的合同中规定同样的合规要求。

INDORAMA TERMS AND CONDITIONS OF SALE - Cont.

### INDORAMA销售条款与条件

#### 7. Packages

##### 包装

7.1 Where Indorama supplies in drums or other non-returnable containers, such containers are not returnable when empty, unless provided by law or agreed upon otherwise in writing. Where Buyer is allowed to return these containers, they shall be

# INDORAMA TERMS AND CONDITIONS OF SALE

## INDORAMA销售条款与条件

returned at Buyer's cost and risk and shall be clean, empty, securely closed and in a good condition.

如果Indorama用桶装或其他不能退还的容器供货，除法律规定或书面约定外，该容器清空时无须归还。允许买方归还容器的，则买方需自行承担费用和 risk 将容器归还予Indorama，并且容器应保持干净、清空、安全关闭及状态良好。

7.2 Containers which remain as Indorama's property such as IBC's, isotainers, demounts etc. shall be used in compliance with Indorama's instructions and shall not be used for storage or shipment of any other material including the Goods supplied by Indorama in bulk or containers without Indorama's written consent. Loss or damage to containers whilst in Buyer's possession or control shall be Buyer's responsibility and for the account of Buyer.

诸如IBC's, isotainers, demounts等容器属于Indorama的财产。买方应按照Indorama的指示使用该等容器，未经Indorama书面同意，不得将该等容器用于存放或装入其他任何物质（包括Indorama以散装或容器提供的货物）。买方占有或控制期间内发生的容器损失或损害应由买方负责并由买方承担后果。

### 8. Warranty

#### 保证

8.1 Indorama warrants to Buyer that the Goods supplied will conform to agreed specifications. Any other condition or warranty as to the quality or fitness for purpose of the Goods is hereby excluded except in the event of gross negligence or intent on the part of Indorama. This warranty is limited to replacing defective or non-compliance Goods or at the discretion of Indorama, crediting the Buyer, in full or in part, for the amount of the invoice for the Goods concerned.

Indorama向买方保证所供货物符合约定的规格。除Indorama的重大疏忽或故意外，本条款与条件排除任何其他为货物而作出的质量或适用性的条件或保证。本保证仅限于更换瑕疵或不符合约定的货物，或由Indorama自行决定是否向买方贷记有关货物的全部或部分发票金额。

8.2 Buyer shall inspect the Goods immediately on delivery and may claim alleged loss, shortage or defect of such Goods which could have been detected on such inspection provided that (a) Buyer indicates such alleged defect on the carrier's documents and (b) gives written notice thereof to Indorama within three (3) days of delivery. Buyer may claim alleged intrinsic defects of delivered Goods provided that Buyer gives written notice within: 买方应在交付后立即检验货物，且可以对其主张的货物损失、短缺或缺陷而要求索赔，但前提是a) 买方在承运人文件中指出其主张的缺陷且b) 在交付后三天内将该事项书面通知Indorama。如果买方在满足下列规定的时间内书面通知Indorama，则买方可对所交货物的内部缺陷要求索赔：(i) eight (8) days of discovery of such defect(s); and 发现该缺陷后八（8）天内；且(ii) within the expiration of the shelf life as indicated in the product data sheets; and 产品数据单载明的保质期结束之前；且(iii) notwithstanding any other provision herein, within thirty (30) days of delivery. 无论本条款与条件中何其他规定，交付后三十（30）天内。

8.3 If Buyer claims alleged damage or defects of the Goods as aforesaid in Clause 8.2, Buyer shall not further use the Goods and shall retain the Goods for inspection by Indorama. Buyer shall not be entitled to return the Goods to Indorama without Indorama's written consent.

如果买方根据上述8.2条提出货物损害或缺陷的索赔，则买方不得进一步使用货物，应保留货物以供Indorama检验。未经Indorama书面同意，买方不得将货物归还Indorama。

8.4 Any claims Buyer may have shall be forfeited if:

买方可享有的任何索赔权因下列情形而丧失：

(i) the Goods delivered are stored or used improperly;

未适当储存或使用Indorama交付的货物；

(ii) Buyer fails to give written notice of the alleged defect within the terms as referred to in Clause 8.2 and fails to allow

Indorama to inspect the Goods in the state they were upon delivery; or

买方未能在8.2条规定的期限内将其主张的缺陷书面通知Indorama，也未允许Indorama按货物交付时的状态检验货物；或

(iii) Buyer does not comply, or not properly or not in time, with any of its obligations towards Indorama as laid down in the Contract.

买方未能向Indorama适当及时地履行其在合同项下的义务。

8.5 It is understood by both parties that Indorama is a supplier and if Indorama, in its discretion, provides Buyer with advice or assistance or recommendations in reference to the use of the Goods, such advice or assistance shall not subject Indorama to any obligation or liability in respect of the results obtained from usage of the Goods delivered except in the event of gross negligence on the part of Indorama.

双方理解：作为供货商，如果Indorama自行决定向买方提供关于货物使用的建议或帮助或推荐，Indorama不因提供该建议或帮助或推荐而对所交付货物因使用而产生的后果承担任何义务或责任，但Indorama有重大疏忽的情形除外。

8.6 Buyer shall handle the Goods in accordance with such advice or recommendations given by Indorama in Indorama's safety literature. If Buyer is not already in the possession of such literature or requires any such advice in connection with the safe use of the products Buyer shall immediately contact Indorama.

买方应根据Indorama安全手册中的建议或推荐处理货物。如果买方还未收到该安全手册或要求得到安全使用产品的建议时，其应当立即联系Indorama。

条款与条件以中英文两种文字书写。两个版本具有同等效力。

INDORAMA TERMS AND CONDITIONS OF SALE - Cont.

INDORAMA销售条款与条件

### 9. Liability and Indemnity

#### 责任和赔偿

9.1 To the largest extent permitted by the relevant national laws, Indorama shall not be liable for loss of income or for any consequential or indirect damage caused to Buyer or any third party.

在相关国家法律允许的最大范围内，Indorama不对买方或任何第三方遭受的收益损失或间接的损害承担任何责任。

9.2 If Indorama is liable to pay damages, these damages shall not exceed the lower of the amount of the invoice for the Goods that caused the damage, or, if the damage is covered by insurance, the amount actually paid by the insurance company to Indorama.

尽双方所知，买方因Indorama的重大过失或违约而遭受的损失不应超过争议货物的发票金额。鉴于，如果Indorama依法有义务支付赔偿金，该等赔偿金不应超过造成损害的货物的发票金额或（如货物已投保）保险公司实际支付给Indorama的金额两者中的较低者。

### 10. Intellectual Property

#### 知识产权

10.1 Indorama gives no warranty in respect of its Goods as to freedom from third party

patent, copyright or registered design

rights. If the Buyer uses the Goods in such a manner as to infringe any such third party rights Indorama shall not be responsible for such infringement, and the Buyer will indemnify Indorama from and against all liability arising from it.

Indorama不承诺其货物不涉及第三方的专利、版权或注册外观设计权利。如果买方使用货物侵犯前述第三方的权利，Indorama对该等侵权行为不承担责任，并且买方应补偿Indorama因该等侵权行为所致的一切责任。

10.2 In selling its products or in promoting their sale the Buyer shall not make any reference to Indorama's trademarks or brand names except with Indorama's previous written consent.

除非事先获得Indorama的书面同意，买方在销售其产品或推广销售时，不能提及任何Indorama的商标或品名。

### 11. Force Majeure

#### 不可抗力

11.1 Indorama shall not be liable for any delay in delivery or failure in performance resulting (directly or indirectly) from any of the following causes: natural disasters, epidemic, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, strikes or other 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 Indorama's reasonable control or which makes the performance of the obligations either impossible or unusually onerous. If Indorama's supply of Goods should be limited as a result of any such cause, Indorama shall have the right to fairly distribute any available Goods among its customers in such manner as Indorama may determine. If the delay resulting from any such case shall continue for more than twenty-one (21) days, either party shall be entitled, on written notice to the other party, to terminate the contract with respect to Goods undelivered at the time of termination.

如果因下列任何原因而直接或间接致使Indorama延迟交货或履行不能，则Indorama不承担责任：自然灾害、流行疫病、战争、恐怖主义行为、意外事件、爆炸、核事故、设备或机器故障、蓄意破坏、罢工或其他劳资纠纷（无论劳工要求是否合理）、任何政府机关法律上或事实上的作为或不作为、港口拥堵、因未交付或其他原因导致的供给、劳力、设施、燃料及电力短缺、运力不足或任何其他Indorama无法合理控制或致使其义务履行不能或异常困难的原因（无论与前述原因是否相似）。因上述原因妨碍Indorama供货时，其有权自行决定以何方式将可供货物公平地分给其客户。如因上述情形持续二十一（21）天以上而导致的交付延迟，任何一方有权书面通知对方就届时尚未交付的货物终止履行合同。

### 12. Termination

#### 合同终止

12.1 Indorama is entitled, if an invoice is not paid in whole or in part upon due date or if Buyer does not comply with Indorama's safety recommendations or if Buyer does not properly or not in time comply with any other obligations under the Contract or enters into liquidation or receivership, ipso iure and without notice, to postpone the performance of all orders or to terminate all agreements concluded with Buyer with immediate effect, without any notice or judicial orders being necessary and to claim immediate payment of all debts, including those not yet due, notwithstanding any agreement entered into beforehand and without prejudice to any other right or compensation of which Indorama could benefit under the Contract or the law.

如果某份发票在付款到期之日仍未被足额或部分付款，或买方未遵守Indorama安全方面的劝告，或买方未适当或及时遵守任何其他合同义务，或买方进入清算或接管程序的，无论之前订立的合同如何规定，也不影响Indorama依据合同或法律可享有的其他任何权利或赔偿的情况下，Indorama按法律规定、无需通知或法院判令即有权推迟履行所有订单，或以立即生效的方式终止与买方的所有协议，并可以请求买方立即清偿所有债务，包括未到期债务。

12.2 Upon such termination Indorama shall be entitled to enter into Buyer's premises in order to remove any of the Goods to which Indorama retains title. The Buyer shall assist Indorama in relation thereto.

合同终止之后，Indorama有权进入买方场地，搬走其保留所有权的货物，买方应对此提供相应的协助。

### 13. Waiver

#### 弃权

Either party's failure to insist upon strict performance of any of the terms of the contract will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon such terms, or any other terms, on any future occasion.

任何一方没有坚持要求严格履行合同的任何条款，不将视为在任何将来的时候放弃或放松主张权利、或放弃或放松依赖该条款或任何其他条款。 —