

ROQUETTE CHINA 罗盖特（中国）营养食品有限公司
GENERAL CONDITIONS OF SALE 一般销售条款

All orders shall be exclusively governed by these General Conditions of Sale, unless otherwise stated in writing by Roquette.
除非罗盖特另有书面规定，所有订单均应排他性地受到本一般销售条款的管辖。

1. TERMS AND CONDITIONS OF DELIVERY AND TRANSPORTATION 交货及运输的条款条件

- ◆ Except any contrary particular clauses, products must be called off regularly, per fairly equal quantities, each delivery forming a separate contract. 除非另有相悖的特定条款，买方须定期通知罗盖特发货，每期发货的产品数量应基本相同。每批交货构成单独合同。
- ◆ If quantities are not called off in due time, the customer can be summoned to call off. Failing this after a further period of 15 days, Roquette is entitled to cancel the contract. 若未及时通知发货数量，可催促客户通知。若超过15天未通知，罗盖特有权取消合同。
- ◆ Products shall be delivered ex-works or warehouses, irrespective of how they are sold. Products shall be transported at the consignee's own risk once they are at his or carrier's disposal. 无论产品以何种方式销售，产品均应按出厂交货或在仓库交付。产品交由收货人或承运人处置后产品的运输风险应立即由收货人承担。
- ◆ Any claim for missing and / or damage must be lodged within the required deadlines by registered letter sent to the haulier, unique responsible. 任何对于货物损失和/或损害的主张必须在规定的时间期限内以挂号信的方式送达承运人，承运人应承担完全责任。

2. Delivery times 交货时间

- ◆ Delivery times are given as a pure indication. 提供的交货时间仅作参考指示用途。
- ◆ No delay in deliveries shall call for any form of compensation, penalties whatsoever or cancellation of order. 任何交货延迟均不得引起任何形式的补偿、赔偿或订单取消。

3. Guarantee – Liability 保证—责任

- ◆ Products must be inspected as soon as received. In no case will any claim for visible damages be receivable after a maximum of 10 days after receiving the products and by all means before using. A sample of the relevant product taken at the buyer's expense must be joined to the claim. 收货后须立即对产品进行检验。在任何情况下收货超过最多10天后不接受任何有关产品明显损坏的主张，且主张在任何情况下必须在产品使用前提出。买方承担费用的相关产品的样品须附于主张一同提交。
- ◆ Roquette's liability is limited to the replacement or the refunding of any products that do not meet their specification or their standard quality. 罗盖特的责任限于对任何未达到规格或质量标准的产品进行更换或退款。
- ◆ Roquette hereby excludes any and all warranties as to merchantability or fitness of its products for a particular purpose. Buyer shall bear all risks resulting from the use of these products whether used alone or in combination with other products. 罗盖特此排除有关其产品的适销性或符合特定目的性的任何和所有保证。买方应承担因使用产品（无论是单独使用或与其它产品结合使用）而产生的所有风险。
- ◆ Roquette's liability is strictly limited to the obligations set out above. Roquette shall not be held liable for any other form of compensation whatsoever. 罗盖特的责任严格限于上述义务。罗盖特不得被要求承担任何其它形式的赔偿。
- ◆ The buyer shall not be entitled to request that the order be rescinded for any reason whatsoever. 买方无权因任何原因提出解除订单。

4. Prices and Terms of Payment 价格和付款条款

- ◆ Irrespective of the modalities of payment agreed upon or used by the buyer, our invoices are payable in Lianyungang. Without any agreement on the payment terms, it shall be a 30-day term from the date of the reception of products. 无论买方同意或使用的付款方式为何种方式，我们的发票均应在连云港支付。若未约定付款条款，付款期限应为收到产品之日后的30天。
- ◆ Any outstanding amount not paid by the due date will be subject, from the day following the settlement date displayed on the invoice, to an interest charge amounting to 3 times the one-year deposit rate of People's Bank of China. 对于任何到期日未支付的欠款，应自发票上标明的结算日期起计滞纳金，利率为中国人民银行一年期存款利率的3倍。
- ◆ Roquette reserves its right to ask for solvency guarantees even during the course of the fulfillment of the contract, to amend the agreed delivery or payment conditions, if these guarantees cannot be delivered, and to cancel the remaining quantities in case of non-payment. 罗盖特保留其要求清偿担保的权利（即使在合同履行期间）和更改约定的交货或付款条件的权利，以及在买方未能提供这些担保且不付款的情况下取消剩余供货量的权利。

5. Title and Risks 所有权及风险

- ◆ The delivered goods remain Roquette's property until entire payment of their price. 交付的货物在货款完全支付前仍为罗盖特的财产。
- ◆ Except in case of bankruptcy, liquidation, receivership of trustee, the buyer may sell or process these products within its usual business activity. The products still remaining in his possession as such will be supposed those being unpaid. 除非买方出现破产、清算、接受托管的情况，买方可在其正常经营活动的过程中出售或加工这些产品。此时仍由买方持有的产品将被视为欠付货款的产品。
- ◆ Risks shall always be transferred upon delivery. 风险的转移始终在交货后立即发生。

6. FORCE MAJEURE 不可抗力

Roquette's obligations are automatically suspended in the event of fire, machine breakdown, incidents affecting production, strike or closure of the workshops; delay in supplies and generally in all other cases which can be assimilated to Force Majeure or fortuitous circumstances. Force Majeure means all or any events which are unforeseeable and unavoidable and beyond the reasonable control of Roquette. 罗盖特的义务在遇到火灾、机器故障、影响生产的事件、罢工或车间关闭、供货延迟及所有其它可归类于不可抗力或偶然事件的情况时自动中止。不可抗力指不可预见、不可避免及罗盖特无法合理控制的所有或任何事件。

7. DISPUTES 争议

Should there be any disputes arising from the performance of or related to any order, Roquette and buyer shall consult each other. If the dispute cannot be solved through this consultation, it shall be finally settled by China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Branch according to its rule. The arbitration procedure shall be in English and the arbitration award shall be final and binding upon the buyer and Roquette. 若出现任何因任何订单的履行而引起或与任何订单相关的争议，罗盖特和买方应互相协商。若无法通过协商解决争议，该争议应交由中国国际经济贸易仲裁委员会（CIETAC）上海分会根据其规则进行最终解决。仲裁程序应以英语进行，仲裁裁决应为终局裁决且对买方和罗盖特均具有约束力。