CONDITIONS OF PURCHASE

1 Interpretation 说明

1.1 In these conditions 条款如下:
‘BUYER’ means Hexpol Compounding and its subsidiaries. ‘CONDITIONS’ means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. ‘CONFIDENTIAL INFORMATION’ means all information in respect of the business of the Buyer including, but not limited to, know-how or other matters connected with the Goods or Services, and information concerning the Buyer’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Buyer and of such persons and any other information which, if disclosed, will be liable to cause harm to the Buyer.

“买方”指海克斯波聚合材料有限公司及其下属企业。“条款”指此文件中所设立的标准条目和购买条件以及（除非文意另有所指）买卖双方书面协议中的所有特殊条款和条件。“机密信息”指买方所有业务方面的信息，包括但不限于专门技术或与货物和服务有关的其他事项，以及涉及购买方实际和潜在的客户、顾客或供应商关系的信息，购买方和类似的人的需求和要求，以及其他任何如果披露就有可能对购买方造成损害的信息。

‘CONTRACT’ means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services. ‘DELIVERY ADDRESS’ means the address stated on the Order. ‘GOODS’ means the goods (including any installment of the goods or any part of them) described in the Order. ‘INTELLECTUAL PROPERTY’ means copyright, patents, trade marks, design rights, know-how and other industrial or intellectual property of any kind whatsoever whether registered or capable of registration or not, in any part of the world and including all applications and the right to apply for any of the foregoing rights. ‘MATERIALS’ means all items, data and other products of the Services (whether tangible or intangible, in paper, electronic or other form) created or provided by the Seller in the course of supplying the Services, ‘ORDER’ means the Buyer’s purchase order to which these conditions are annexed or in which these conditions are referred to.

“合同”指为出售和购买货物和/或服务的供应和收购而缔结的关系。“交货地址”指订单中的指定地址。“货物”指订单中的所述货物（包括货物的任何装置或部分）。“知识产权”指在世界上任何地方任何种类的版权，专利，商标，设计权，技术诀窍及其他工业或知识产权，无论是已注册或者拥有注册能力与否，包括所有的申请和申请上述任何权利的权利。“材料”指由销售方在提供服务过程中所创造或提供的所有的项目、数据及服务的其他产品（不论有形或无形还是以纸、电子或其他形式出现）。“订单”指附属有这些条款或者这些条款所指的买方的购买订单。

‘PRICE’ means the price of the goods and/or the charge for the Services. ‘SELLER’ means the person, firm or company selling the goods and/or providing the Services to the Buyer. ‘SERVICES’ means the services (if any) described in the Order. ‘SPECIFICATION’ includes any plans, drawings, data or other information relating to the Goods or Services. ‘WRITING’ includes any form of written communication, paper, electronic or otherwise.

“价格”指货物价格和/或服务费用。“卖方”指出售货物和/或为买方提供服务的个人、商号或公司。“服务”指订单中的所述服务（如果有的话），“规格”包括任何计划、制图、数据或与货物或服务有关的其他信息。“文件”包括任何形式下的书面交流，纸质、电子版或其他。

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

这些条件中任何涉及到规范或法规条款的信息都会被视为日后规范或法规条款修改，重新制定或扩充的依据。

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

这些条款中的小标题只是为了方便而设，不应影响它们的解释。

1.4 In these Conditions, unless the context otherwise requires, "person" means any person, firm, company or state authority, any reference to the singular shall include the plural and vice versa and any reference to the masculine shall include the feminine and neuter and vice versa.

在这些条款中，除非文意另有所指，“个人”指任何个人、商号、公司或国家权力机关，任何单数的提及应包括复数，反之亦然，并且任何男性的提及应包括女性和中性，反之亦然。

2 Basis of purchase 购买总则

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions

订单构成买方购买货物的要约和/或服务要求受限于这些条款。

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by

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the Seller. No conduct by the Buyer shall be deemed to constitute acceptance of any terms put forward by the Seller.

These clauses apply to all contracts, unless the Buyer specifies otherwise. If the Seller accepts the Buyer's conditions or terms of the contract, the Seller shall be bound by them. Any variations to these clauses shall be disregarded.

2.3 The Order is unconditionally accepted by the Seller unless notified in writing to the Buyer within 7 days of its date.

除非在订单日期前七天书面通知买方，否则买卖双方无条件接受订单。

2.4 Seller's commencement of work against the Order will constitute acceptance by the Seller of these conditions.

卖方违反原订单工作将构成卖方对这些条件的接受。

2.5 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.

除非买卖双方的官方代表之间达成书面协议，订单或这些条款的任何变动都不具有约束力。

3 Specifications

3.1 The quantity, quality, and description of the Goods and the Services shall be subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

货物和服务的数量、质量和描述应遵照这些条款所提供的内容，遵照订单中和/或由买方提供的任何适用规范中的特定要求或买方的书面同意。

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the Intellectual Property in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. For the avoidance of doubt, the Seller acknowledges that it shall not be entitled, without the express written consent of the Buyer, to sell or make use of any Goods or parts of any Goods manufactured by the Seller (or on the Seller's behalf) to any Specification produced by the Buyer.

与本合同有关的，卖方向买方提供的任何规格或由卖方特别制定的规格，与规格的知识产权一起，应为买方的专有财产。卖方不应向任何第三方透露或使用本规格的任何内容，除非它是公共知识或由于非卖方过错而为公共知识，或根据合同目的的需要，为了防止疑问，卖方承认，没有买方明确的书面同意它无权出售或使用由卖方制定规格卖方（或卖方的名义）制造的任何货物或货物部件。

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

卖方应遵守所有适用的法规或其他有关货物的制造、打包、包装和交付及服务行为的法律规定。

3.4 The Seller shall not employ workers under the age of fifteen, or in those countries subject to the developing exception of the ILO convention 138, to employ workers under the age of fourteen.

卖方不雇佣年龄小于十五岁的工人，或在受国际劳工组织公约第138条规定制约的国家里不应雇佣年龄小于十四岁的工人。

3.5 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party including the Sellers subcontractors prior to despatch, and the Seller shall provide the Buyer with (or procure the provision to the Buyer of) all facilities reasonably required for inspection and testing.

卖方不应以任何理由拒绝买方在货物制造期间检查和测试货物的任何要求，不因合同地在发货前处理或在卖方或任何第三方包括卖方分包商的营业场所储存货物，且卖方应对买方提供（或为买方取得供应）检查和测试所需的所有设备。

3.6 If as a result of inspections or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller as soon as reasonably practicable after inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. Any failure of this obligation by the Seller will be deemed a material breach.

如果买方对检查和测试结果不满意，货物将遵从本合同的任何相关方面，所以买方在检查和测试后尽量合理可行地尽快知会卖方，卖方应采取必要步骤，以确保遵守。任何履行本义务的失败被视为重大违约。

3.7 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course of business.

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3.8 The Goods shall be packaged with packaging determined to be non-detrimental to the environment or may constitute in any other way a threat to safety, well being or health.

3.9 Where possible, the Seller shall package the Goods in returnable packaging.

3.10 The Seller shall comply with statutory environmental protection regulations.

4 Price of the goods and services 货物和服务的价格
4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

4.1.1 Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased materials, labor or transport cost, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5 Terms of payment 付款条件
5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Service, as the case may be, and each invoice shall quote the number of the Order.

5.2 Payment will be made in accordance with the terms stated on the Order, but in any case, shall not be due until at least 30 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

5.3 The Buyer will make every reasonable attempt to pay the invoice in line with the conditions detailed in 5.2, but in the event that it fails to pay any properly raised invoice by the due date for payment and has not paid the outstanding sums within ten working days of the Seller serving the Buyer a reminder of overdue payment notice.

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the Seller shall be entitled to charge interest on the amount outstanding from time to time at 1% above the base rate for the time being of ICBC Bank.

5.3 The Buyer shall pay the balance of the amount due within the period stated in the Order, in either case during the Buyer’s usual business hours.

5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

5.5 The Seller is not entitled to suspend deliveries or performance of the Goods or Services as a result of any sums being outstanding.

5.6 The Seller shall supply the Buyer with any instructions or other information required enabling the Buyer to accept delivery of the Goods and performance of the Services.

6 Delivery

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in any case during the Buyer’s usual business hours.

6.2 The date of delivery of the Goods or of performance of the Services is to be specified after the placing of an Order, and the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Seller acknowledges that precise conformity of the Goods and Services with the Contract is of the essence to the Contract and the Buyer shall be entitled to reject any Goods delivered or terminate the Contract if the Goods or Services are not in conformity with the Contract, however slight the breach, may be and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the price) to claim from the Seller by way of liquidated damages for delay 5% per cent of the Price for every week’s delay up to a maximum of 25% per cent.

If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the price) to claim from the Seller by way of liquidated damages for delay 5% per cent of the Price for every week’s delay up to a maximum of 25% per cent.

7 Risk and Property

RISK AND PROPERTY

The Seller shall not be liable for any loss or damage to the Goods in transit.

The Goods shall remain at the cost and risk of the Buyer until delivery to the Buyer at the Delivery Address, when the Goods shall become the property of the Buyer.

The Seller shall not be liable for any loss or damage to the Goods after delivery to the Buyer at the Delivery Address.

The Buyer shall have the right to receive the Goods free from any lien or equitable mortgage.

The Seller shall not be liable for any loss or damage to the Goods caused by the Buyer's failure to accept the Goods.

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7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
根据合同，买方将在发货时将货物损坏或损失风险告知买方。

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
除了发货之前预付款之外，当交货或者付款后，货物符合合同要求，那时货物所有权会随之转到买方手上。

8 Seller’s Production卖方生产
8.1 The Seller shall comply, in relation to the production of the Goods or performance of the Services, with the applicable requirements of any quality system or standard designated by the Buyer from time to time.
卖方产品生产和服务有时要符合买方质量体系或标准要求。

8.2 The Seller shall immediately inform the Buyer if the Seller becomes aware of any defect, or potential defect, in any Goods already dispatched to the Buyer.
货物发给买方后，当卖方得知任何缺陷或潜在缺陷时，要立即通知买方。

9 Testing测试
9.1 In order that the Buyer shall (if the Buyer so requests) be given an opportunity to evaluate whether Goods or Services are free from defects, the Seller shall prior to the delivery of any Goods incorporating a new or amended specification, manufacture and perform quality control tests of samples in accordance with the Buyer’s requirements as specified from time to time.
为使买方评价货物或服务是否存在缺陷，卖方在发货之前结合新的或最新修订的标准，根据买方要求制造样品并对其实施质量控制检测。

9.2 Once the sample has been approved by the Buyer no adjustments to the function, appearance, characteristics, material, production methods, place of manufacture, tooling or other equipment which may affect the Goods or Services may be carried out by the Seller other than with the prior written approval of the Buyer. Delivery thereafter shall be only after renewed approval of a sample.
一旦样品经买方确认，不需调整功能，外观，特性，原料，生产方法，制造地点，工装或其它可能影响产品的设备，或卖方实施的服务，除了买方预先批准的之外。只有样品被批准之后才能发货。

9.3 The Buyer’s final approval of any sample shall not affect the Seller’s liability and obligations under these Conditions.
买方对样品的最终核准不会影响卖方此合同条款下的责任和义务。

10 Warranties and Liability担保和义务
10.1 The Seller warrants to the Buyer that the Goods and/or any Materials:
卖方向买方担保产品和原料

10.1.1 Will be delivered in the exact quantities required by the Buyer, as stated in the Order or otherwise specified by the Buyer in writing;
按照买方要求的数量发货，根据合同或买方其它书面说明

10.1.2 Will be of satisfactory quality and fit for any purpose made known by the Buyer or reasonably to be inferred from the circumstances relating to the Contract;
质量满意，符合买方告知的或根据合同推断的目的要求

10.1.3 Will be free from defects in design, material and workmanship;
设计，物料，工艺上没有任何瑕疵

10.1.4 Will correspond with any relevant Specification or sample;
符合相关规定或样品

10.1.5 Will comply with all statutory requirements and regulations relating to the sale or use of such Goods or Materials;
符合销售或此种产品物料使用方面的法律法规要求

10.1.6 Will not, and their use by the Buyer and/or any customer of the Buyer will not, infringe any Intellectual Property of any other person, except to the extent that the infringement arises from compliance with any Specification provided by the Buyer.
买方或买方客户使用不会侵犯任何其他人的知识产权，除非此侵犯是由于遵照买方指定规格引起。

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10.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

10.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

10.3.1 To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract, within 7 days or such other period as shall be agreed between the Buyer and the Seller in writing;

or

10.3.2 At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

10.4 The Seller shall indemnify the Buyer in full against any damages, loss, (including financial or economic loss), costs, claims, expenses (including legal fees and disbursements) and other liabilities awarded against or incurred or paid by the Buyer as a result of or in connection with:

10.4.1 Breach of any warranty given by the Seller in relation to the Goods and Services (including but not limited to those set out at clause 10.1 above) or failure by the Seller to comply with the requirements of the Order for the Goods and Services;

10.4.2 Any claim bought by a third party for any loss, injury or damage wholly or partly caused by a defect in the Goods;

10.4.3 Without prejudice to the generality of clause 10.4.2 above, any liability in respect of the Goods under the Consumer Protection Act 1987 or any other legislation enacted in any part of China to give effect to the 1993 Law of protection of the Customers' Rights and the Interests and Product Quality.

10.4.4 Any act omission or negligence of the Seller or its employees, agents or sub-contractors in supplying, delivering and (if appropriate) installing the Goods; any act omission or negligence of any of the Seller's personnel in connection with the performance of the Services. Except, in each case, to the extent that such damages, loss, costs, claims, expenses or other liabilities were caused or contributed to by the negligence of the Buyer.

In the event that any product is returned, or if the Seller supplies goods that are not of a quality that would normally be expected, the Buyer shall notify the Seller promptly and the Seller shall have the right to inspect the Goods and determine the extent of the defect. If the Goods are found to be defective, the Seller shall, at its own discretion, either repair or replace the Goods or refund the purchase price. In the event that the Goods are found to be defective, the Buyer shall have the right to reject the Goods and request a full refund or replacement. The Buyer shall notify the Seller of any claims for compensation within 10 days of receipt of the Goods. The Seller shall not be liable for any damage or loss resulting from the Buyer's failure to notify the Seller of any claims for compensation within this period.

10.6 In the event that the performance by either party of its obligations under this Agreement is affected by an Event of Force Majeure, such party shall:-

10.6.1 As soon as reasonably practicable give notice to the other party of it being so affected;

10.6.2 Continue to perform any obligations under the Contract that are not affected by the event in question;

10.6.3 Use all reasonable endeavors to mitigate the effect of such event on the performance of its obligations under the Contract and resume full performance of such obligations as soon as possible.

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10.7 The Seller shall not be entitled to claim it is delayed or affected by an Event of Force Majeure if the cause in question is one which a reasonable supplier of goods or services similar to the Goods or Services (as the case may be) should have foreseen and provided for.

10.8 If the Seller fails to resume full performance of its obligations under the Contract within a period of 7 days after first being affected by an Event of Force Majeure, the Buyer shall be entitled to terminate the Contract at any time on giving immediate written notice to the Seller.
11 Product Recall and Insurance

11.1 The Seller shall assist the Buyer in any enquiries, which it or its customer may have in relation to the Goods and/or any defect in them. If the Buyer or its customer decides to recall the Goods or recall products into which the Goods have been incorporated as a result of any defect in the Goods, the Seller shall compensate the Buyer for all its costs expenses and losses incurred in connection with such recall.

卖方要协助买方的任何询问，可能是客户对于产品瑕疵的。如果买方或其客户由于产品瑕疵导致召回，那么卖方要赔偿买方由于此次召回所产生的全部费用。

11.2 The Seller shall effect and maintain adequate product liability insurance with an insurance company of repute and the Seller shall at the Buyer’s request supply to the Buyer a copy of the relevant Insurance Certificate.

卖方要在著名保险公司投足的产品责任险，并应买方要求，向买方提供相关保险证书复印件

12 Tooling

12.1 Where the Seller purchases new or adapts existing tooling in order to fulfill an Order of Goods the following terms shall apply:-

未履行订单，当卖方购置新的或现有装置配置工装时，要遵循下列条款：

12.1.1 All tooling, including the Intellectual Property therein, shall belong to and be clearly labeled as the property of the Buyer, be available for inspection and/or removal by the Buyer on 24 hours’ notice and housed in appropriate conditions by the Seller at all times.

所有工装，包括其知识产权，应该归属并标志为买方财产，买方24小时通知之内可以接受检查或移动，并一直由卖方以合适的状态储存。

12.1.2 The Seller shall be responsible for the safe keeping of the tooling and any damage suffered to it is the responsibility of the Seller. Tooling must be covered by the Seller’s insurance policy at all times.

卖方负责安全储存该工装，任何损坏都是卖方责任，工装要一直由卖方负责保险。

12.1.3 Where the Seller agrees the Price of the Goods based on the manufacture of a new tool and the Buyer places a tooling order as a result, the Seller may not subsequently increase the Price. If the Seller seeks to impose an increase in the Price the Buyer shall be entitled to take possession of the tool, for which purpose the Seller agrees to allow the Buyer access to its premises, transfer it to another manufacturer and claim the costs from the Seller of modifying the tool for the contemplated use. In the event that the Buyer exercises its rights under this clause 12.1.3 it shall reimburse the Seller’s costs of the new tool up to the point the Buyer took possession.

基于新工装的制造，一旦卖方同意产品价格，买方下了订单，那么卖方将不能再提价。如果卖方强行涨价，买方有权占有这些工装，以便卖方同意买方回到前提，转给另一家制造商，如果卖方由于前期使用而对工装进行了修改，那么买方要向卖方索赔。如果买方实施12.1.3条款，那么他要赔偿卖方具有的新工装费用。

12.1.4 Where the Seller adopts a tool already in existence but which needs conditioning in order to manufacture the Goods, the Seller shall only be able to recover the costs of modification from the Buyer if they are notified to the Buyer within 30 days of adoption of the tool.

如果买方采用已有工装，但由于产品加工需要修正，那么只有在30天内通知买方，卖方才可以收回工装修改费用

12.1.5 In the event that a tool is not fit for the purpose for which it was designed or fails in bulk production runs the Seller is obligated to replace/refurbish/modify it at its own cost to ensure the manufacture and delivery of the original parts at the agreed specification, volume and contract price.

如果工装不能达到设计目的或不能进行批量生产运行，卖方有责任出资替换、更新、更改工装，确保按照起初商定的规格，数量和合同价格生产交付产品。

13 Termination

13.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer’s sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less:-

如果买方在发货或履行订单之前通知卖方，那么他有权终止部分或全部货物和/或服务的订单，这种情况下，买方的唯一职责就是付款给卖方由于其取消订单造成的产品或服务的价格。

13.1.1 In respect of the Goods in question, the price (if any) that the Seller, using all reasonable endeavors, is able to obtain for them on the open market; and

关于正在讨论的产品，卖方使用的价格应该可以公开市场获得。
13.1.2 The Seller’s actual net saving of cost arising from such cancellation or (at the Buyer’s discretion) such amount as the Buyer reasonably believes the Seller should have been able to save as a result of such cancellation.

13.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

- if the Seller becomes or is deemed to have become unable to pay its debts or makes any voluntary arrangements with its creditors (within the meaning of the Chinese Insolvency Act or similar legislation) or (being an individual or a firm one of whose partners becomes bankrupt) or (being a firm or LLP) is made the subject of winding-up proceedings or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or,
- the Seller cannot repay its debts, or its creditors are not repaid, or the Seller is or is deemed to be insolvent;
- or, if the Seller is unable to commence or continue the performance of the Contract.

13.2.2 An encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Seller; or,

- the Seller becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or,
- the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly;
- or, if the Buyer reasonably believes that the Seller is about to become insolvent.

14 General

14.1 The Seller acknowledges that the Buyer’s actual need for Goods and Services is continually determined by the Buyer’s customers. Accordingly the Seller recognizes that the Seller will require the Seller to demonstrate responsiveness to the Buyer’s needs including a rapid exchange of information when the circumstances require and a high flexibility to adjusting circumstances.

14.2 The Buyer is a member of the group of companies whose holding company is Hexpol Compounding, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

14.3 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract, unless the prior written consent of the Buyer.

14.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.5 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

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14.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
如果这些条款的任何部分被主管当局定为无效或不可实施，那么这些条款的其他规定和剩余条款的有效性不受影响。

此合同受中国法律和货物国际销售准则11/4/1980默认条款的制约，卖方同意服从中国法院非独家权限。

15 Confidential Information 保密信息
15.1 The Seller will keep confidential any and all Confidential Information that it may acquire.
卖方要对其获得的保密信息保密。

15.2 The Seller will not use the Confidential Information for any purpose other than to perform its obligations under the Contract and will ensure that its officers, employees and sub-contractors comply with these provisions.
卖方不得以任何目的使用保密信息，除非履行合同项下职责，并确保其职员、雇员和下属单位遵循此规定。

15.3 The obligations on the Seller regarding Confidential Information will not apply to any information which is publicly available through no act or omission of the Seller; or the Seller is required to disclose by order of a court of competent jurisdiction.
保密信息不包括：公众容易获知非卖方披露信息，卖方根据能权限法院要求透露的信息。

In the event of a conflict between our Conditions of Purchase and any General Conditions of Sale, then these Conditions of Purchase shall prevail.
如果就采购条款和任何销售条款产生分歧，应服从相关采购条款。

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