

Article 1 – DEFINITIONS - SCOPE**定义及范围****1.1/ Definitions 定义**

In these General Terms and Conditions, the following terms have the meanings specified below:

本通用条款所使用的缩写定义如下:

Delivery note: Document established by the Seller upon delivery of the Products.

发运文件: 卖方在交付产品时准备的文件。

GCS: The present General Conditions of Sale.

通用条款: 目前使用的销售通用条款，即本文件。

Customer: Natural or legal person issuing an Order to the Seller.

客户: 向卖方下订单的自然人或法人。

Order: Purchase Order issued by the Customer, including notably the description of the product or service ordered.

订单: 客户下发的采购订单，包括所订购的产品或服务的描述。

Contract: A set of documents covering the contractual relationship between the Seller and the Customer relating to the sale of the Products and which may include one or more Orders. The following documents are an integral part of the Contract, with the following order of priority:

合同: 涵盖卖方和客户之间与产品销售有关的合同关系的一整套文件，可以包括一个或多个订单。以下文件属于合同的组成部分，按照重要程度排序:

- The Specific Conditions of Sale, 具体的销售条件

- The present GCS, 当前使用的销售通用条款

- The Orders accepted by the Seller, 卖方所接受的订单

- The studies, quotations and technical documents submitted prior to the signature of the contract and accepted by the Parties, 双方在合同签署之前已同意并提交的研究、报价和技术文件

- The Delivery notes, 发运文件

- The invoices. 发票

SCS: Specific Conditions of Sale as agreed by the Parties.

具体销售条件: 双方已达成一致的具体销售条件

Parties: Customer and Seller

双方: 客户和卖方

Product: Any product or services, part of the Order.

产品: 任何产品或服务，属于订单的一部分

Seller: BAIKOWSKI and/or its affiliates, it being understood that an affiliate is a company in which BAIKOWSKI directly or indirectly holds more than 50% of the capital or voting rights.

卖方: Baikowski®公司及/或其附属公司，附属公司是指Baikowski®公司直接或间接持有其50%以上的股份或决策权。

1.2 / Scope 范围

These GCS apply to any sale of Products by

the Seller to its Customers and prevail over any general purchasing conditions or any other document issued by the Customer, whatever the terms. Any other condition in contradiction with these GCS will only be taken into account if it has been expressly accepted in writing by the Seller.

本销售通用条款适用于卖方向其客户销售的所有产品，无论涉及到什么条款均优先于客户的任何通用采购条款或其他文件。任何与本销售通用条款内容相矛盾的条件只有在卖方书面明确可以接受时才会被纳入考虑范围。

These GCS may be supplemented by any SCS agreed and signed by the Parties. The Customer acknowledges that he has read and understood all of these GCS and that he has received the necessary advice and information to ensure that the offer meets his needs.

本销售通用条款可以作为双方已签字认可的具体销售条件的补充文件。客户确认已阅读并理解本销售通用条款的所有内容，已收到必要的建议和息以确保报价满足其需求。

The Seller reserves the right to modify at any time the present GCS which will apply to any Order issued by the Customer after communication by the Seller of said modifications. The fact that the Seller does not at any time avail itself of any of the provisions of the GCS shall not be construed as a waiver of its right to do so at a later date.

卖方保留在任何时间修改当前使用的销售通用条款的权利，并在卖方与客户就修改处进行沟通之后适用于客户所下发的任何订单。即使卖方从未利用本条款对其有利的规定，并不意味着卖方放弃将来这么做的权利。

In the event that any provision of the GCS and/or the Order is declared invalid, the other provisions shall continue to have effect.

在本销售通用条款和/或订单的任何条款被宣布失效的情况下，其他条款将继续保持有效。

These GCS replace any GCS previously in force.

本销售通用条款替代之前的任何销售通用条款。

Article 2 – OFFER and ORDER 报价及订单

Any Order must be addressed in writing to the Seller.

任何订单均需以书面形式下发给卖方。

Orders become binding only once accepted by the Seller ("Binding Order").

订单只有在卖方接受后才具有约束力 ("有效订单")。

Any request for modification of an Order shall be made in writing (fax or e-mail) within 8 days after receipt by the Seller of the original Order. Any modification of the Order will lead to a new delivery date.

订单的任何修改申请都应在收到卖方的原始订单8天之内以书面形式（传真或邮件）提交。

Cancellation or termination of all or part of a Binding Order may only occur with the written approval of the Seller. In the event

of cancellation of all or part of a Binding Order, the Seller shall be entitled to invoice the Customer for costs and expenses already incurred by the Seller and/or its subcontractors for the preparation or execution of the Order (such as notably any raw materials and components already purchased and any products already manufactured and/or in the course of manufacture). Any storage by the Seller in excess of what is provided for in the Contract will result in an increase in the price of the Products remaining to be delivered.

只有在卖方书面同意情况下方可撤销或终止生效订单或其部分内容。在撤销生效订单或其部分内容的情况下，卖方有权向客户开票追索该司或其供应商为准备或执行该订单已发生的成本及费用（例如已采购的原材料和零部件，以及已经生产和/或生产中的任何产品）。卖方对于合同数量之外的任何产品库存将导致未交付产品的单价上涨。

No Order may be assigned nor transferred, in whole or in part, by the Customer, to anyone in any manner whatsoever and for any reason whatsoever, without the prior written approval of the Seller.

未经卖方事先书面批准，客户不得以任何方式以任何理由将订单全部或部分转让给任何人。

The Seller reserves the right to deliver a quantity that differs slightly from the quantity indicated on the order, this difference not exceeding +/- 5%.

卖方保留交付与订单上所示数量略有不同的数量的权利，此差异不超过+/-5%。

Article 3 - STUDIES, MOCK-UPS, PROTOTYPES, TESTS, SAMPLES

研究、模型、原型、试验、样品

Unless otherwise agreed between the Parties, manufacturing studies as well as those aimed at improving the quality and cost pricing of the Products, prototypes, carried out within the framework of an Order, remain the property of the Seller.

除非双方另有协议，否则在订单框架内进行的生产研究以及旨在提高产品（和原型）的质量和成本定价的研究，其所有权仍然属于卖方。

Under no circumstances may they be used, reproduced, patented, deposited or communicated to third parties by the Customer without the prior written approval of the Seller.

在任何情况下，未经卖方事先书面批准，客户不得使用、复制、申请专利、存放以上研究、模型、原型、试验和样品或与第三方交流有关信息。

Article 4 – PACKAGING 包装

In the absence of any specific agreement, the Products are delivered in a packaging compliant with the standards of the profession.

在没有任何具体协议的情况下，产品以符合专业标准的包装交付。

The Seller shall not be liable for damage due to insufficient packaging if such packaging has been requested or accepted by the Customer or if special conditions of

carriage have not been previously communicated in writing by the Customer to the Seller.

如果客户已要求或接受此类包装，或客户之前未以书面形式将特殊运输要求告知卖方，则卖方不应因因包装问题而造成的损坏负责。

Article 5 - DELIVERY 交付

5.1 / Delivery lead-time 交货期

Delivery lead-times are given only as an indication and run from the date of confirmation of the Order by the Seller, or at the latest from the date on which all documents, materials and details of performance have been provided by the Customer, or the date of fulfilment by the Customer of any other preconditions which are under his responsibility.

交货期仅供参考，从卖方确认订单之日起计算，或最迟从客户提供所有文件、材料和履约细节之日起计算，或从客户履行其责任的任何其他前提条件之日起计算。

If the delivery date is mandatory, it must be specified and agreed in writing by the Seller.

如果交货日期是强制性的，则必须经由卖方书面确认和同意。

The delivery date will be automatically extended in case of delay attributable to the Customer, or in case of force majeure as stated in Article 11 of these GCS.

如果因客户原因造成延迟，或发生本文件第11条所述的不可抗力，交货日期将自动延长。

In such a situation, the Parties shall then immediately consult with each other to agree on appropriate solutions.

在这种情况下，双方应立即协商，商定适当的解决办法。

5.2 / Transport – Product delivery 运输-产品交付

Unless otherwise agreed between the Parties, the Products are delivered "EX WORKS" (Incoterm 2010) and travel at the Customer's risk.

除非双方另有协议，否则产品是“工厂交货”（2010年国际贸易术语解释通则）并由客户承担运输风险。

Delivery is made by direct delivery of the Products, either to the Customer or to the carrier designated by him or chosen by the Seller as defined within the Delivery note.

交货方式是直接将产品交付给客户或其指定的承运人，或卖方选择并在发运文件中说明的承运人。

Seller reserves the right to require Customer to take delivery of all Products in an Order in a single delivery.

卖方保留要求客户以一次性交货的方式接收订单中的所有产品的权利。

5.3 / Conformity 接收检验

Upon receipt of an Order, it is the Customer's responsibility to check the condition, quantity and conformity of the Products with the specifications mentioned on the delivery note.

收到订单后，客户有责任检查产品的状况、数量及是否符合发运文件中的规范要求。

Any Product that has not been the subject of reservations (including apparent defect, non-conformity or missing Product) by registered letter with return receipt within 3 days from the delivery date, shall be considered as accepted by the Customer.

自交货之日起3天内，如对产品有任何保留意见（包括明显缺陷、不合格或产品缺失），客户应以挂号信方式提出并附有退货收据，如无则视为客户接受。In case of non-conformity, it is up to the Customer to provide all the justifications as for the reality of the defects or missing Products noted, the Seller reserving the right to proceed to any observation and verification.

如有不符项，客户需提供所述缺陷或缺失产品的实际情况的所有证据，卖方保留进行任何复核和验证的权利。

No return of Product may be made by the Customer without the prior written approval of the Seller. Return costs shall be borne by the Seller only in the event that an apparent defect, non-conformity or missing Products are actually found by the latter or its agent. Only the carrier chosen by the Seller is authorized to return the defected Products.

未经卖方事先书面批准，客户不得退货。只有在卖方或其代理确实发现明显的缺陷、不合格或产品缺失时，退货费用才由卖方承担。只有卖方选择的承运人才有权进行退运。

In addition, any corrective actions made by the Customer on defected Products without the prior and written approval of the Seller on its principle and on its cost, entails the loss of the right to the guarantee.

此外，如客户对有缺陷产品采取任何纠正措施之前未在产品原理及成本方面得到卖方的书面确认，将丧失产品质保权。The complaint made by the Customer under the conditions and according to the modalities described by the present article does not suspend the payment by the Customer of the Products which are not the subject of a complaint.

客户根据本节所述的条件和方式提出的投诉，并不中止客户对非投诉产品的付款。

5.4 / Suspension of deliveries 暂停交货

In the event of non-payment of an invoice, in full or in part, which has expired, and after formal notice remained without effect within 48 hours, the Seller reserves the right to suspend any delivery or new Order in progress and/or to come, without the Customer being able to claim any compensation, for any reason whatsoever. 如果发票全部或部分到期未付款，并且在卖方正式通知后48小时内仍未付款，卖方保留暂停任何订单交付或正在履行中的新订单和/或将要下发的新订单的权利，而客户无需以任何理由要求任何赔偿。

In the event of the opening of insolvency

proceedings or liquidation of property, the Seller reserves the right to cancel pending Orders and claim the delivered Products in stock.

在客户启动破产程序或财产清算的情况下，卖方保留取消待执行订单，以及对已交付的客户库存产品提出索赔的权利。

5.5 / Transfer of Risk 风险转移

Unless otherwise agreed between the Parties and notwithstanding the retention of title clause stipulated in Article 8 below, the risks relating to the Products (including the risks of loss or destruction) shall pass to the Customer upon delivery of the Products to the Customer, or to the carrier designated by him or by the Seller.

除非双方另有协议，尽管下文第8章规定了所有权保留条款，与产品有关的风险（包括损失或损坏风险）应在产品交付给客户，或者客户或卖方指定的承运人时转移给客户。

Article 6 - PRICE 价格

Unless otherwise agreed between the Parties, the prices are Ex-works (incoterms 2010). All prices are net prices and excluding specific packaging.

除非双方另有协议，否则价格均为工厂交货价（2010年国际贸易术语解释通则）。所有价格均为净价，不含特定包装费用。

Article 7 – PAYMENT TERMS 付款条件

Unless otherwise agreed between the Parties, payments shall be made by the Customer within thirty (30) days net from the date of the invoice, by bank transfer, to the bank and at the place indicated by the Seller.

除非双方另有约定，客户应在发票日期后的三十（30）天内，通过银行转账的方式向卖方指定的银行付款。

Any delay in payment shall bear interest for each day of delay at the rate of 3 times the legal interest rate in force at the date of default, without prejudice to any damages to which the Seller may claim as well as the payment by the Customer of a fixed compensation of €40 for collection costs. An additional indemnity may be claimed when the recovery costs incurred exceed the amount of the fixed indemnity.

任何延迟付款应按违约当日有效的法定利率的3倍计算利息，但不妨碍卖方可能要求的任何损害赔偿，以及客户应当支付的收款成本40欧元固定补偿金。当发生的追偿费用超过固定赔偿金额时，可要求额外赔偿。

The Customer is not dispensed to pay all or part of an amount due to the Seller or to delay payment because of any of its claims, in particular in respect of warranty rights, without the agreement of the Seller.

未经卖方同意，客户不得免除支付全部或部分应付给卖方的款项，或因其任何索赔而延迟付款，尤其是保修权利方面的索赔。

Article 8 – TITLE RETENTION 所有权保留

The products become the property of the Customer upon full and effective payment

of all sums due to the Seller, in principal and incidental.

在客户对其所有到期款项的本金和附加费用向客户进行全额有效支付后，产品即成为客户的财产。

In the event of non-payment or partial payment, the Seller may claim the Products and terminate the Order and/or the Contract, as specified above.

如果未付款或部分付款，卖方可按上述规定对产品进行索赔并终止订单和/或合同。

Until full payment, the Customer must take all necessary measures to (i) ensure that the delivered Products are stored in good conditions of storage and to clearly identify them as belonging to the Seller, so that they are individualized and cannot be confused with products from other Sellers, (ii) not to process, incorporate, resell or pledge such Products, and (iii) immediately notify Seller of any claims by third parties relating to such Products.

在全额付款之前，客户必须采取一切必要措施：(i) 确保交付的产品存放在良好的存储条件下，并清楚地将其标识为属于卖方，区别于其他产品，不会与其他销售商的产品混淆；(ii) 不加工、合并、转售或质押这些产品，以及 (iii) 如有第三方对该产品相关的任何索赔，需立即通知卖方

Article 9 - WARRANTY 质保

The Seller warrants that the delivered Products comply with the contractual specifications. However, this warranty applies only to Products that:

- have regularly become the property of the Client.
- Have been delivered by the Seller.

卖方保证交付的产品符合合同规范。但是，该保证仅适用于以下产品：

- 已成为客户的财产。
- 已由卖方交付。

The Seller's warranty is limited to crediting the Customer for the value of the defected Products, or to replacing them free of charge, or to proceed or have proceeded, as the case may be, to bring them into conformity.

卖方的保修限于：将有缺陷的产品价值记入客户的贷方，或免费更换，或根据具体情况对产品进行加工以使其符合要求。

Article 10 – LIABILITY 责任

The Seller's liability is limited to direct material damage caused to the Customer resulting from faults attributable to the Seller in the performance of the Contract. Under no circumstances will the Seller be obliged to compensate the Customer for immaterial and/or indirect damages such as the costs of any operations that may be carried out on the Products before they are put into service, assembly and dismantling costs, operating losses, profit, chance, commercial prejudice, loss of profit, etc., as far as legally permissible.

卖方的责任仅限于由于卖方在履行合同过程中的过错而对客户造成的直接原料损失。在任何情况下，卖方都没有义务

向客户赔偿非原料和/或间接损失，如在产品投入使用前可能对产品进行的任何操作的成本、组装和拆卸成本、运营损失、利润、机会、商业损害、利润损失等，在法律允许的范围内。

Seller's liability is limited to the amount of the Order that is the subject of the claim, all causes combined, excepted for injury and gross negligence.

卖方的责任仅限于作为索赔标的的订单金额，综合考虑所有原因，但伤害和重大过失除外。

The Customer guarantees the waiver of recourse by his insurers or third parties in contractual relationship with him against the Seller or his insurers beyond the limits and exclusions set above.

如超出上述限制和除外条款，客户保证其保险公司或与之有合同关系的第三方放弃对卖方或其保险公司的追索权。

ARTICLE 11 - FORCE MAJEURE 不可抗力

None of the Parties may be held liable for any failure to comply with any of its obligations, if such failure results from a case of force majeure as defined by law.

如果因法律规定的不可抗力事件而未能履行其任何义务，任何一方均不承担任何责任。

Constitute a case of force majeure for the Seller notably: Strikes affecting the Seller, shortages of raw materials, delays by subcontractors, carrier strikes or similar events.

构成卖方不可抗力的情况为（尤其是）：影响卖方的罢工、原材料短缺、分包商延误、承运人罢工或类似事件。

The invoking Party shall notify the other Party by registered letter with acknowledgement of receipt within five (5) working days of the occurrence of the event.

受影响方应在事件发生后五（5）个工作日内以挂号信通知另一方并确认收到。In the case of force majeure exceeding more than one (1) month, the Parties reserve the right to terminate the Order and/or the Contract without any compensation.

如果不可抗力超过一（1）个月，双方保留终止订单和/或合同的权利，且无需任何赔偿。

Article 12 – INTELLECTUAL PROPERTY 知识产权

Each Party shall retain ownership of the rights it holds in its background knowledge, defined as intellectual property rights and know-how owned or controlled by the Party concerned and obtained before or outside the contract.

各方应保留其在背景知识中所拥有的权利的所有权，即在本合同之前或之后获得的由相关方拥有或控制的知识产权和专有技术。

The plans, studies, drawings, sketches, moulds, plates, manufacturing diagrams, models, specifications, technical and commercial nomenclatures, recommendation documents, test results, catalogues, brochures, notices, patents,

models and drawings, notes and, in general, all documents, written or verbal information communicated to the Customer shall remain the exclusive property of the Seller.

计划、研究、图纸、草图、模具、图版、制造图、模型、规范、技术和商业术语、推荐文件、测试结果、目录、手册、通知、专利、模型和图纸、注释等等，所有以书面或口头方式与客户交流的文件应仍然是卖方的专有财产。

Consequently, the Customer is prohibited from making any distribution, use, adaptation or reproduction without the prior written approval of the Seller.

因此，未经卖方事先书面批准，禁止客户进行任何分销、使用、改编或复制。

Any transfer of intellectual and/or industrial property rights or know-how of the Seller to the Customer, or any existing rights of the Customer in designs inherent to the Seller's Products and developed by the Seller, shall be the subject of a written contract between the Parties and shall not entitle the Customer to use such transferred rights or existing rights in designs to restrict the Seller's production of products for other customers.

卖方的知识产权和/或工业产权或专有技术向客户的任何转移，或客户对卖方产品固有的、由卖方开发的设计的现有权利，均应遵循双方的书面合同，且客户无权利用转让的权利或设计中的现有权利来限制卖方为其他客户生产产品。

The Customer guarantees to the Seller the existence of his title to use any design, model, mould, patent, specification or any other industrial and/or intellectual property support which he makes or has made available to the Seller for the performance of the Order and guarantees the latter against all claims and all damages resulting from any infringement of any third parties property rights.

客户向卖方保证，其为履行订单而向卖方提供的或已向卖方提供的任何设计、模型、模具、专利、规范或任何其他工业和/或知识产权，客户均拥有使用权，并保证卖方不承担因客户对任何第三方的侵权行为而引起的所有索赔和所有损失。

Article 13 – CONFIDENTIALITY 保密协议

The Parties undertake to keep confidential all information, data or documents transmitted by the other Party, in writing or orally (hereinafter "Confidential Information") related to the Order, and not to disclose the Confidential Information directly or indirectly.

双方承诺对另一方以书面或口头形式传输的与订单有关的所有信息、数据或文件（以下简称“保密信息”）保密，不得直接或间接披露保密信息。

The Parties are strongly committed to the execution of this obligation by all their employees, servants, subcontractors, partners, and are responsible for all damages that could result from non-compliance with this obligation.

双方郑重承诺所有雇员、工作人员、分

包商、合作伙伴均需履行该责任，并对因不遵守该协议而造成的所有损害负责。This obligation of confidentiality does not apply to the Parties:

本保密责任不适用于以下情况：

- In the event of an administrative or judicial injunction, 行政或司法强制命令情况下

- For information which, at the time of its disclosure, is or becomes part of the public domain without violation of the Agreement by the receiving Party, 在披露时就属于公开信息或变成公开信息的一部分，且接收方未违反协议的信息

- For information that would be disclosed by a third party lawfully entitled to make such disclosure.

属于第三方合法披露的信息。

The Parties are bound by this obligation for a period of ten (10) years from the date of the Order.

自订单日期起十（10）年内，双方均受本条款约束。

Article 14 - TERMINATION 终止

In the event of breach by one Party of its contractual obligations, the other Party shall have the right, after a notice of default without effect for a period of fifteen (15) days, to terminate the Order and/or the Contract by operation of law, without prejudice to its rights to damages.

如果一方违反了其合同责任，另一方有权在收到违约通知后十五（15）天内依法终止订单和/或合同，但不影响其获得损害赔偿的权利。

The Customer who cancels all or part of his Order or who defers the delivery date, without the Seller bearing the responsibility, is required to compensate the latter for all costs incurred on the date of receipt of the Customer's notice, without prejudice to any damages that the Seller will have to bear following this decision.

如果客户取消了全部或部分订单，或延迟了交货日期，且卖方没有任何责任的情况下，客户应赔偿卖方在收到客户通知之日起产生的所有费用，以及因此需要承担的任何损失。

Article 15 – APPLICABLE LAW - LITIGATION 适用法律-诉讼

15.1 / Applicable Law 适用法律

The present GCS are governed by French law without reference to conflicts of laws principles, and the UN Convention on the International Sale of Goods (Vienna 1980) shall not apply.

本销售通用条款受法国法律管辖，未考虑法律冲突原则，也不适用于《联合国国际货物销售公约》（1980年维也纳）。

15.2 / Litigation 诉讼

Any dispute relating to the execution and/or interpretation of these GCS which the Parties could not resolve in amicable terms within two (2) months from the date of the dispute, shall be brought before the competent Courts of the place of

registration of the Seller. However, the Seller reserves the exclusive right to bring any dispute concerning the Customer before the courts of the place of registration of the Customer.

双方在争议发生之日起两（2）个月内无法友好解决的，与执行和/或解释本销售通用条款有关的任何争议，应提交卖方注册地的管辖法院。但是，卖方保留向客户注册地法院提起与客户有关的任何争议的专属权利。

Article 16. MISCELLANEOUS 其他

16.1 / Compliance with law – Information 遵守法律-信息

The Customer having accepted the technical specifications of the Products, acknowledges having a perfect knowledge of the formulation and properties of these Products and of the potential dangers. It is up to him to carry out all useful controls. The Customer is solely responsible for compliance with applicable laws and regulations relating to the importation, marketing and use of the Products in their country of delivery.

客户已接受产品的技术规范，并承认对这些产品的配方和性能以及潜在危险有充分的了解。由其执行所有有用的控制。客户全权负责遵守与产品在其交付国家的进口、营销和使用有关的法律和法规。The Customer is solely responsible for the proper information of its customers and end consumers regarding the use of the Products and/or their potential dangers and any consequences that may result.

客户应全权负责向其客户和最终消费者提供有关产品使用和/或其潜在危险以及可能产生的任何后果的适当信息。

16.2 / Hardship clause 艰难情势条款

In the event of an event beyond the control of the Parties that compromises the economic scheme of the contract, the Parties agree to negotiate in good faith an amendment restoring the original balance. The following events in particular are covered: changes in raw material prices, customs duties, exchange rates and legislation.

如果发生双方无法控制的事件，损害了合同的经济方案，双方同意友好协商一项修订，以恢复原始余额。特别包括以下事件：原材料价格、关税、汇率和立法的变化。

If no agreement is reached within thirty (30) days, the Parties reserve the right to terminate, without compensation, the current and/or future Order(s) subject to 30 days' notice. During such notice, the Order and/or the contract shall continue under the conditions in force on the date of notification of termination.

如果在三十（30）天内未达成协议，双方保留在收到三十（30）天通知后终止当前和/或未来订单的权利，无需赔偿。通知期间，在终止认可之日订单和/或合同如仍有有效条件则继续有效。

16.3 / Sub-contractor 转包

The Seller may freely subcontract Orders

placed by the Customer to any third party of its choice, subject to notifying the Customer within a reasonable time.

卖方可自由将客户下的订单分包给其选择的任何第三方，但须在合理时间内通知客户。

November 2018

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