THERMOPLASTIC ELASTOMERS
THE GENERAL TERMS AND CONDITIONS of EXPORT SALE
熱可塑彈性體-出口销售一般条款及条件

Chinese translation, for reference only

[中译文仅供参考]

Seller hereby confirms the export sale to the Buyer of the goods subject to the following terms and conditions. Buyer agrees and acknowledges that all contracts, sale confirmations or purchase orders made by Seller and Buyer (referred to as "Contract") shall be governed only by these terms and conditions notwithstanding any conflicting terms and conditions which may be found in any contract or other documentation issued by Buyer.
卖方在此确认根据以下条款和条件向买方出口销售货物。买方同意并理解卖方和买方间所签订的所有合约，销售确认书或采购订单（简称为 "合约" ）仅受这些条款和条件的约束，纵使买方所提出的任何合同或其他文件中可能存在任何不一致的条款和条件。

1. **Inspection**: Manufacturer's and/or Seller's inspection at their factory is to be final.
   检查：制造商或/及卖方在其工厂的检查为最终依据。
2. **Quality**: Conforming to the standard Manufacturer's guaranteed export specifications. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT BY WAY OF LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
   质量：符合制造商保证的标准出口规格。尽管本合约有任何其他不一致条款，上述担保是唯一的，并取代所有其他担保，无论是明示的，暗喻的还是法定的，包括但不限于对适销性或针对特定用途的适用性的任何担保。
3. **Quantity**: as per Seller's Proforma Invoice.
   数量：根据卖方的 Proforma Invoice。
4. **Shipment**: subject to the Incoterms (International Commercial Terms) as agreed upon in the Contract.
   船期：根据本合约规定的 Incoterms (国际贸易术语解释通则)。
5. **Documentation**: Documentary instructions for each shipment are to be provided by Buyer to Seller in due course.
   文件：买方应及时向卖方提交每批货物的文件说明。
6. **Insurance**: To be covered by the party who is responsible stipulated the Incoterms. If Seller need to take the insurance that be covered for 110% of invoice value against Institute Cargo Clauses (A), strike & war risk.
   保险：由本合约规定的应承担方根据 Incoterms 办理。若是由卖方负责，保险金额将以售价 110%投保并涵括货物条款(A)、罢工及战争风险等附约。
7. **Title and Risk**: All goods furnished hereunder shall be shipped subject to the Incoterms as agreed upon in the Contract. Title and risk of loss shall pass from Seller to Buyer in accordance with the incoterms.
   产权及风险：所有在此提供的货物应按照合约规定的 Incoterms 进行运输。货物产权及货物损失风险应根据 Incoterms 转移给买方。
8. **Payment**: as per the terms and conditions stipulated in the Contract. In the event that the payment date falls due on a Saturday, Sunday or non-banking day, payment to be effected on the preceding banking day prior due date. The Buyer's/payer's right to set-off or keep back payments exists only in case the Buyer's claim(s) are confirmed by court or accepted by the Seller.
   付款：根据本合约规定的条款及条件。若付款日在星期六、日或银行休息日到期，应在前一个银行日前支付。只有在买方的索赔经法院认可或经卖方接受的情况下，买方/付款人才有权抵销或保留货款。
9. **Claims**: In the event of any claim, Buyer must give written notice to Seller within thirty (30) days from the shipment arrival date of discovery of the facts alleged to justify such claim and, in any case, Seller shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within the period of goods guarantee.
   索赔：在发生任何索赔的情况下，买方必须在货物到达之日起三十（30）天内向卖方发出书面通知，并佐附此类索赔正当性的证据，并且在任何情况下，卖方应免除所有责任及相关损失、损害或费用之追索，除非在货物质保期内提起诉讼。
10. **Force Majeure**: Neither party shall be liable in damages or otherwise for any failure or delay in the performance of this Contract, where such failure or delay is caused by force majeure being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to

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the generality of the foregoing, acts of god, fires, floods, wars (whether declared or undeclared), riots, delays of the carriers of the sea, embargoes, accidents, restrictions imposed by any governmental authority and any other cause beyond the control of either of the parties.
不可抗力：任何一方均不承担因不可抗力事件、或超出该方合理控制的情况所造成的损害赔偿责任或其他不履行或延迟履行本合约的责任，上述不可抗力事件包括但不限于天灾、火灾、洪水、战争（不论宣布与否）、暴动、运送人的延误、禁运事故、任何政府机关发布的禁制和任何其他超出任何一方可控制的事件。

11. **Limitation of Liability**: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES. SELLER SHALL NOT BE LIABLE FOR ANY EVENT OUTSIDE OF SELLER'S CONTROL. SELLER'S LIABILITY TO BUYER FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED TO THIS CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE GOODS PROVIDED HEREUNDER.
责任限制：尽管本合约中有任何与此相反的条款，任何一方或其任何关联公司、子公司或代表均不对他方附属的、衍生的、间接的、特殊的或惩罚性的损害负责。对于任何卖方控制以外的事件，卖方概不负责。因本合约或与本合约有关的任何索赔或损害，卖方对买方的责任以不超过该批货物的总价格为限。

12. **Compliance**: Except as provided in this Contract, the parties shall abide by the laws, regulations and methods where such party's location, including but not limited to intellectual property rights, personal information, honest and fair transactions, anti-money laundering, and sanction. Each party should understand and comply with the statutes of the place where the goods are used and stored. Any party who violates any of the above-mentioned laws or regulations in a commercial activity and causes damages to the other party, such party shall be liable for compensation. If Seller is registered in China, Buyer undertakes and warrants that, during the period of transaction with Seller, Buyer shall comply with the latest policies and regulations about the Customs for Administration of Enterprise Credit of People's Republic of China, AEO certification standard requirements and Seller's related policy to AEO and provides proofs, data and documents to Seller for auditing.
除本合约之规定外，各方应遵循自身所在地之法律、法规与办法，包括但不限于知识产权、自然人信息、诚信公平交易、洗钱防制、资恐防制等相关法令规范。任何一方于商业活动如有违反上述任一法令之情事并查证属实，致他方受有损失，应负赔偿责任。 若卖方登记于中国，买方同意并承诺执行本合约应符合中华人民共和国海关企业信用管理方面最新的政策规定和 AEO 认证标准要求及卖方贸易安全相关规定，必要时得提供相关事证、数据、文件以供卖方审查。

13. **Personal information protection**: The parties agree and acknowledge that to prevent harm on personality rights, and to facilitate the proper use of personal information, each party collects, processes and uses of personal information shall comply with the laws, regulations and other forced laws related to the personal information protection, including but not limited the Personal Information Protection Act where LCY CHEMICAL CORP. is located.
个人信息保护：双方了解并同意，为防止损害个人权利并促进个人信息的正确使用，任一方搜集、处理和利用个人信息应遵守与个人信息保护相关的法律、要求和其他强制法律，包含但不限于李长荣化学工业股份有限公司所在地的个人资料保护法。

14. **Anti-bribery and Sanction**: Buyer hereby fully understands and agrees that Seller engages in commercial activities based on the principle of fairness, honesty, and transparency. For the purpose of prevention and suppression of unethical misconduct, financing of terrorism, financing of proliferation of weapons and risk management, Seller will not condone any form of misconduct, wrongdoing or unlawful conduct and will strictly comply with the measures under all applicable Anti-Money Laundering and Counter Financing of Terrorism laws and regulations ("AML/CFT"). Buyer hereby undertakes and warrants this provision specified below, and also agrees that these terms and conditions shall be automatically applicable to the existing and future branches, affiliates, offices and other business organizations established by Seller (collectively, "LCY GROUP"):
反贿赂及制裁：买方完全了解并同意卖方本于公平、诚实和透明的原则从事商业活动，为了防止不道德行为并控管风险，打击恐怖主义活动、反资助武器扩散之目的，对于任何形式的不正及不法行为采取毋枉毋纵，恪遵法令的处理方式。买方承诺以下事项，并同意本条款自动适用于卖方既有及未来设立之子公司、分公司、关联企业、办事处及其他营业组织（合称「LCY 集团」）：

    I. Buyer shall not violate all respects with the applicable international and national anti-bribery or anti-corruption laws and shall promise to comply with the LCY Ethical Corporate Management Best Practice Principles and that any violation thereof will be a material breach of its obligations under the Contract.
    买方不得违反所有国际及国内有关适用反贿赂或反腐败的法律，并承诺遵守卖方诚信经营守则。如有违反上述条款，视为买方违反本合约。

II. Buyer has carefully reviewed and fully understood LCY GROUP's AML/CFT Policy (www.lcycic.com/en/sustainability/policy/trade-sanctions-compliance-policy) and relevant regulations.
买方已详阅并完全了解 LCY 集团贸易制裁政策(www.lcycic.com.cn/sustainability/policy/trade-sanctions-compliance-policy)及相关规范。

III. Buyer undertakes and warrants that, during the period of transaction with Seller, Buyer itself, any of Buyer's subsidiaries, branches, affiliates, offices or other business organizations, or any of the shareholders, board of directors, managers, employees, consultants, and agents of the said entity (collectively, "Related Parties"), are not:
买方承诺并保证在与卖方交易期间内，买方、买方任何子公司、分公司、关联企业、办事处及其他营业组织，及其股东、董事、管理人员、员工、顾问与代理人（前揭胪列对象以下合称「关系人」），皆非

(i) sanctioned individual or entity, which is listed or managed by or subject to enforcement of US Department of the Treasury's Office of Foreign Assets Control, US Department of State, United Nations Security Council, European Union, Her Majesty's Treasury, Chinese Ministry of Public Safety List, or any Government in which any entity of LCY GROUP is located in or governed by (the "Sanction"), and are not a party owned or controlled by the said individual or entity; or
美国财政部海外资产控制办公室(US Department of the Treasury' s Office of Foreign Assets Control)、美国国务院(US Department of State)、联合国安全理事会(United Nations Security Council)、欧盟(European Union)、英国财政部(Her Majesty' s Treasury)、中华人民共和国国家安全部(Chinese Ministry of Public Safety List)或 LCY 集团任一个体所在之政府机关所掌理或执行之任何受制裁(以下合称「制裁」)的个人或团体，亦非为该个人或团体所有或控制之对象或；

(ii) located, established, or domiciled in a country or region of which the Government is sanctioned, including, but not limited to Crimea Region, Cuba, Iran, North Korea, Sudan, and Syria. (collectively, "Sanctioned Person").
座落、组织设立或居住于受制裁政府之国家或领域（现包括但不限克里米亚地区、古巴、伊朗、朝鲜、苏丹及叙利亚）(以下合称「受制裁人」)。

IV. Buyer will not, directly or indirectly, by utilizing, lending, donating or in other manners, provide funds or goods, obtained by any contract or agreement with Seller, to Buyer's Related Parties or business partners, to finance (i) any activity, commercial act, person or entity of Sanctioned Person, or (ii) any act that may result in a violation of economic sanctions by any person, including, but not limited to banks, advisers, investors or any other third parties.
买方不会以利用、借贷、捐献或其他方法，直接或间接将与卖方签订任何契约或协议所取得之资金或物品提供予买方关系人或合作伙伴，以资助受制裁人之任何活动、商业行为、人士或团体，或为任何可能致使他人（包括但不限往来银行、顾问、投资人或其他第三人等）违反经济制裁之行为。

V. Buyer agrees, to the extent permitted by the applicable laws (including, but not limited to AML/CFT laws and regulations), Seller has the right to take relevant measures, including, without limitation of, the examination, investigation or report on a regular or non-scheduled basis, to Buyer and/or any and all its Related Party, and Buyer commits to fully cooperate with and offer assistance to Seller relating to said measures; Buyer further agrees, as requested by Seller, to provide Seller with full description and relevant supporting documents of any raw materials, machines, equipment or sources of fund in connection with its transaction with Seller.
买方同意卖方有权对买方及/或任一、全体买方关系人，于法令许可之范围内（包括但不限于台湾地区的洗钱防制法、资恐防制法；中国的反洗钱法、反恐怖主义法等）执行相关之措施（包括但不限于定期及/或不定期之审查、调查及申报等），买方承诺充分配合与协助；买方并同意应卖方要求，提供与卖方从事交易之任何原物料、设备或资金来源之完整说明与相关证明文件。

VI. Seller has the right to transfer, store, collect and disclose the relevant information in connection with (i) suspicious person engaging in money laundering, suspicious Sanctioned Person and (ii) any transaction between Buyer and Seller or (iii) Buyer itself or its Related Party, among Seller, members of LCY GROUP and/or any party under applicable laws or approved by competent authorities ("Receiving Party"), for the purpose including, without limitation of, offering services, data processing, statistics or risk analysis; furthermore, in the event that Seller deems it necessary, e.g., needs of risk control, involvement of unlawful conduct, suspicious money laundering transaction, suspicious financing of terrorism, or financing proliferation of weapon, Seller has the right to suspend any and all transaction with Buyer, and to terminate any and all transaction or relationship with Buyer, depending on the abovementioned circumstances.
卖方有权将疑似洗钱人员、疑似受制裁人、或受卖方控管特殊身分人员、或买方与卖方从事任何交易之数据、或与

买方及买方关系人有关之资料在卖方、LCY 集团成员及其他依法令、或经主管机关核准之对象(下称「收受对象」) 间传递、储存、搜集与揭露，以作为包括但不限于有关任何服务之提供及作为资料处理、统计及风险分析之用；且卖方若认为必要时 (如：风险控管所需、买方涉及违法活动、疑似为洗钱交易或金援恐怖活动或资助武器扩散、或有收受对象通知或公开报导涉及违法之特殊案件等)，卖方有权暂停所有交易，并视情节状况一部或全部终止与买方间的交易关系。

VII. In the event that there is an activity or likelihood that Buyer constitutes a violation of this provision, Seller has the right, in its sole discretion, to terminate all existing transaction and/or relationship with Buyer, including, but not limited to decline delivery or cancel purchase order. Buyer shall be responsible for any and all relevant civil and criminal liabilities relating to all damages incurred by Seller, including, without limitation of attorney fee, claims raised by third party, fines or penalties, settlement and/or reputational damages.
买方若有潜在或违反本条款之行为，卖方有权停止(或视情况终止)与买方间所有存续之交易关系，包括但不限于拒绝交货、取消订单等，买方并应就卖方及 LCY 集团因此所遭受的所有损害(包括但不限于律师费、第三人索赔、罚款、客户或供货商终止或取消任一订单金额或预期损失、和解金额、商誉损失等损害)，承担相关民、刑事责任。

VIII. In the event that there is a likelihood that Buyer considers itself or any Related Party violating the applicable laws or this provision, Buyer shall voluntarily report to the competent authority where Buyer is located, as well as Seller through the following channel (Email: gm@lcygroup.com).
买方如认为自身或任一买方关系人的行为有违反法令或抵触本条款之虞者，应主动依法向买方所在地之主管机关通报。也请透过下列渠道通知卖方(电子邮件信箱：gm@lcygroup.com)。

15. **Secrecy**: All terms and conditions of the Contract are to be kept strictly private and confidential by all parties concerned. In the event of violating foregoing, the defaulting party is responsible for all expenses, losses and/or damages incurred thereby.
本合约的所有条款及条件都是非公开的并应由双方严格保密。若有違反，應賠償受損方由此遭受之損害。

16. **Laws**: This Contract and any execution related to the Contract shall be governed, construed, interpreted and operated in accordance with the laws where Seller is located, without regard to the conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is not apply.
法律：本合约和与合约有关的任何执行应根据卖方所在地的法律加以管辖、解释、理解和操作，不受有关法律冲突的规定所拘束。 联合国关于国际货物销售合约的公约不得适用于本合约。

17. **Arbitration**: Any dispute, controversy or claim arising out of or relating to the Contract which cannot be resolved amicably and expeditiously between the parties shall be solely and finally settled by arbitration in Taipei, Taiwan referred to the Chinese Arbitration Association, Taipei in the event that Seller is registered in Taiwan; settled by arbitration in Shenzhen, Guangdong referred to the South China International Economic and Trade Arbitration Commission (SCIA) if Seller is registered in China. The parties shall comply with the arbitration rules of the arbitration association, and there shall be three arbitrators who can speak English and Chinese two languages in fluent. The arbitral award shall be final and binding upon both Parties.
仲裁：任何由合约引起或与之有关的争议、争执或索赔均不能由双方当事人友好和快速地解决时，双方同意以仲裁作为解决纷争的唯一及最终方式，若卖方登记于台湾，由中华仲裁协会根据该协会的仲裁规则于台湾台北进行仲裁；若卖方登记于中国，则由深圳国际仲裁院(SCIA)根据该协会的仲裁规则于广州深圳进行仲裁。仲裁时应有三名能说流利的英语和中文两种语言的仲裁员参与。仲裁裁决是终局的，对双方均有约束力。

18. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
对本合约任何条款的放弃不得被视为或构成对任何其他条款的放弃，不论是否相似，也不因而视为持续放弃。

19. Each party shall not delegate any duties or assign any rights or claims under the Contract without other party's prior written consent and any such attempt at delegation or assignment shall be void. Notwithstanding the above, Buyer agrees that Seller may, with a written notice to Buyer, assign or transfer a part or the whole of the debts receivable arising from this Contract to Seller's financing bank(s) or it's a designated person. If Seller's financing bank(s) asks for the execution of step-in right to the Contract, Buyer shall cooperate to execute and sign the related documents.
任何一方非经他方事先书面同意，不得移转任何义务或让与合约项下的任何权利或主张，任何未获同意之移转或让与不生效力。纵有上述约定，买方同意卖方得經书面通知买方後将本合约所产生之应收帐款的一部或全部转让予卖方之融资银行或其指定之第三人。如卖方融资银行要求執行对本合约之介入权，买方应配合执行和签署相关的文件。.

20. This General Terms and Conditions of Export Sale will be made a part of the Contract. Any agreements that contradict to this General Terms and Conditions of Export Sale shall have no effect unless expressly agreed in writing by Seller.
本出口销售一般条款及条件构成本合约的一部分。除非卖方明确书面同意，否则与本出口销售一般条款及条件有所冲突的任何协议均不具有效力。

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