

Terms and Conditions of Sale of Coroplast Group in China	科络普集团在中国的销售条款和条件
<b>1. Scope of Application</b>	<b>1. 适用范围</b>
1.1 The following Terms and Conditions of Sale apply exclusively to all sales made by Coroplast Tape Technology (Kunshan) Co., Ltd., Coroflex Cable Technology (Kunshan), Co., Ltd., WeWire Harness (Mianyang) Co., Ltd., WeWire Harness (Kunshan), Co., Ltd. and WeWire Harness (Taicang) Co., Ltd. – hereinafter individually referred to as Seller.	1.1 以下销售条款和条件仅适用于科络普胶带技术（昆山）有限公司、科络普电缆技术（昆山）有限公司、维联线束（绵阳）有限公司、维联线束（昆山）有限公司和维联线束（太仓）有限公司的所有销售。- 以下分别称为卖方。
1.2 Other terms and conditions do not become part of the contract even if Seller has not expressly objected to their application. If Seller executes the delivery/performance without express objection this cannot be interpreted as Seller's acceptance of the customer's terms and conditions of purchase.	1.2 其他条款和条件不构成合同的一部分，即使卖方没有明确反对其适用。如果卖方在没有明确反对的情况下执行了交付/履行，这不能被解释为卖方接受了客户的购买条款和条件。
1.3 These Terms and Conditions of Sale also apply to any future contractual relationships with the customer.	1.3 这些销售条款和条件同样适用于未来与客户的任何合同关系。
1.4 These Terms and Conditions of Sale shall not apply to consumers.	1.4 这些销售条款和条件不应适用于终端消费者。
<b>2. Conclusion of Contract</b>	<b>2. 合同的订立</b>
2.1 Offers made by Seller are always subject to change without notice unless it is expressly stated in the offer that it is to be binding.	2.1 卖方的要约总是可以不经通知而改变，除非在要约中明确说明其具有约束力。
2.2 Any documents generated, sent, received or filed by electronic, optical or any other technology, including E-Mails EDI-messages and facsimile (hereinafter "Electronic Form") as referenced in these Terms and Conditions, shall have the same legal effects as the written form.	2.2 任何通过电子、光学或任何其他技术生成、发送、接收或存档的文件，包括本条款和条件中提到的电子邮件，EDI-信息和传真（以下简称“电子形式”），应具有与书面形式相同的法律效力。
2.3 A supply contract is only concluded by means of an order confirmation in Electronic Form or writing, but in any event at the latest upon delivery. If Seller can prove by submitting a transmission report that it has sent a declaration in Electronic Form, it shall be assumed that the customer has received the declaration.	2.3 供应合同只能通过电子形式或书面形式的订单确认书订立，但无论如何最迟应在交货时订立。如果卖方能够通过提交传输报告证明其已发送电子形式的声明，则应视为客户已收到声明。
2.4 Orders transmitted in Electronic Form shall only be deemed to have been received by Seller if they have been called and opened by Seller. Seller reserves the right to delete orders without opening them.	2.4 以电子形式传输的订单，只有在卖方调用并打开后，才被视为卖方已经收到。卖方保留在不打开订单的情况下删除订单的权利。
2.5 Delivery schedules shall only become binding if Seller does not object in Electronic Form or in writing within three (3) bank working days after receipt.	2.5 只有当卖方在收到后的三（3）个银行工作日内没有以电子形式或书面形式提出异议时，交付时间表才具有约束力。
2.6 Frame or call-off orders shall be called-off by the customer within twelve (12) months from the date of Seller's order confirmation, unless otherwise agreed in writing. At the latest at the end of the term, Seller may deliver and invoice the remaining stock of products.	2.6 框架订单或取消订单应在卖方订单确认之日起十二（12）个月内由客户取消，除非另有书面约定。卖方可以最迟在期限结束时交付剩余的产品库存并开具发票。
2.7 In the case of call-off orders without agreement on the term, production lot sizes and delivery dates, Seller may demand a binding confirmation thereof three (3) months after its order confirmation at the latest.	2.7 如果取消订单未就期限、生产批量和交货日期达成一致，卖方可要求最迟在订单确认后三（3）个月提供具有约束力的确认。
<b>3. Prices</b>	<b>3. 价格</b>
3.1 The price calculation shall be based on Seller's price lists valid at the time of order confirmation, unless separate price agreements have been made between the parties.	3.1 价格计算应基于卖方在订单确认时有有效的价目表，除非双方另有单独的价格协议。
3.2 Unless otherwise agreed in writing, all prices are "ex works (EXW) Seller's works" (Incoterms 2020) plus the statutory value added tax applicable at the time of invoicing, excluding packaging.	3.2 除非另有书面约定，所有价格都是“工厂交货（EXW）卖方工厂”（《国际贸易术语解释通则》2020）并且开具发票时适用法定增值税，不包括包装。
3.3 Order confirmations and all correspondence must reference the offer number of Seller.	3.3 订单确认书和所有信件必须注明卖方的要约编号。
3.4 Price changes are permitted if there are more than four (4) months between conclusion of the contract and the agreed delivery date. If wages, material costs or market cost prices increase thereafter until completion of the delivery and if these price changes have a proportionate effect on the price of the product to be delivered, Seller shall be entitled to increase the price appropriately in line with the cost	3.4 如果合同签订与约定交货日期之间的时间超过四（4）个月，则允许更改价格。如果工资、材料成本或市场成本价格在此后上涨直至交付完成，并且这些价格变化对所交付产品的价格有相应的影响，则卖方有权根据成本上涨情况适当提高价格。在订购和交付之间，只有当价格上涨幅度超过中国消费者价格指数（CPI）的上

increases. The customer shall only be entitled to terminate the contract if the price increase exceeds the increase in the Consumer Price Index (CPI) in China between the time of order and delivery to a not insignificant extent.	涨幅度，且达到了不可忽视的程度时，客户才有权终止合同。
3.5 Seller reserves the right to make an appropriate surcharge for small orders.	3.5 卖方保留对小额订单适当加价的权利。
3.6 Unless otherwise agreed, delivery terms are "ex works (EXW) Seller's works (Incoterms 2020)". Returns of products shall be at the risk and expense of the customer.	3.6 除非另有约定，交货条款为“工厂交货（EXW）卖方工厂（国际贸易术语解释通则 2020）”。产品退货的风险和费用由客户承担。
<b>4. Payment, Set-off, Default of Payment</b>	<b>4. 付款、抵销、拖欠付款</b>
4.1 Subject to revocation of the credit approval, invoices are payable within thirty (30) days net from the date of invoice, unless other payment terms have been agreed in Electronic From or in writing. Irrespective of this, Seller shall be entitled at any time to make a delivery dependent on advance payment without stating reasons. In case of doubts as to creditworthiness or for any other reasons of the customer, Seller may demand advance payment, the issue of a letter of credit or other securities which Seller considers appropriate.	4.1 在信贷审批被撤销的情况下，发票应在发票日期后三十 (30) 天内支付，除非以电子形式或书面形式约定了其他支付条款。尽管如此，卖方有权随时根据预付款进行交货，无需说明理由。如果对客户信用度有怀疑或出于任何其他原因，卖方可以要求预付款、开具信用证或卖方认为合适的其他担保。
4.2 Payments shall be made by bank transfer to the bank account specified in the invoice. Each payment must clearly reference Seller's invoice number in the purpose of payment. Additional expenses incurred by Seller for allocating the payment due to missing or unclear information shall be borne by the customer. At the request of Seller, the customer shall immediately send Seller a corresponding payment advice. Failure to object to such advice shall not constitute any acknowledgement by Seller of the information contained therein.	4.2 付款应通过银行转账到发票上指定的银行账户。每笔付款必须在付款目的中明确提及卖方的发票号码。由于信息缺失或不明确而导致的卖方分配付款的额外费用应由客户承担。应卖方要求，客户应立即向卖方发送相应的付款通知书。未能反对此类通知不应构成卖方对其中包含的信息的任何确认。
4.3 Drafts and cheques are accepted exclusively on account of performance. Beyond that, drafts shall only be accepted by prior agreement of Seller and subject to their discounting. Discount charges and interest are to be reimbursed.	4.3 汇票和支票只在履约时接受。除此之外，只有在卖方事先同意的情况下，才可以接受汇票，并且要对其进行贴现。贴现费用和利息需被偿还。
4.4 For all means of payment, the day of receipt of payment shall be the day on which Seller or third parties having a claim against Seller can dispose of the amount.	4.4 对于所有支付方式，收到付款之日为卖方或对卖方有索赔权的第三方可以处置该款项的日期。
4.5 All payments shall be made to Seller and not to any representative of Seller. Representatives shall only be entitled to collect payments if they present a corresponding power of attorney.	4.5 所有的付款都应支付给卖方，而不是支付给卖方的任何代表。代表只有在出示相应的授权书的情况下才有权收取款项。
4.6 The customer shall not be entitled to offset claims unless its counterclaims have been legally established, are uncontested or have been recognized by Seller.	4.6 客户无权抵消索赔，除非其反诉已合法成立、无争议或已被卖方认可。
4.7 If the customer is in default of payment, Seller shall be entitled to lien and retain all deliveries or services.	4.7 如果客户拖欠付款，卖方对产品有留置权，有权保留所有的交货或服务。
4.8 In the event of cessation of payment, enforcement against the customer or the filing of an application for insolvency proceedings or similar procedure under applicable laws, all claims shall become due for payment immediately.	4.8 在停止付款、对客户强制执行或根据适用法律提出破产程序或类似程序的申请的情况下，所有债权应立即成为到期付款。
4.9 Default interests of eighteen (18) % per year are agreed.	4.9 约定违约利息为每年十八 (18)%。
<b>5. Retention of Title</b>	<b>5. 所有权保留</b>
5.1 Seller retains title to the product until receipt of full payment from the customer.	5.1 卖方保留对产品的所有权，直到收到客户的全部付款。
5.2 The assertion of the retention of title and the pledging of the products by Seller shall not be deemed to be a rescission of the contract unless expressly declared in writing by Seller.	5.2 卖方主张保留所有权和产品质押不应视为解除合同，除非卖方以书面形式明确声明。
5.3 The customer shall be entitled to resell or process in the ordinary course of business, the products for which the title has not been transferred.	5.3 客户有权在正常业务过程中转售或加工未转让所有权的产品。
5.4 Customer may neither pledge nor transfer the products for which title has not transferred by way of security. In the event of attachment or seizure or other disposals by third parties, Customer shall inform the Seller without delay and provide it with all information and documents which are necessary for it to secure its rights. Enforcement officers	5.4 客户不得质押或转让所有权未通过担保方式转移的产品。如果被第三方查封、扣押或以其他方式处置，客户应立即通知卖方，并向其提供确保其权利所需的所有信息和文件。执法人员和/或第三方必须被告知卖方的财产权利。

and/or third parties must be informed of the property rights of Seller.	
<b>6. Delivery Dates, Quantities, Force Majeure</b>	<b>6. 交付日期、数量、不可抗力</b>
6.1 Adherence to agreed delivery and performance dates requires that all technical questions have been clarified and that payments or other obligations of the customer are available or fulfilled in time. If this is not given, the delivery date will be extended appropriately. Delivery periods shall be suspended due to design changes and product changes requested by the customer. They shall only begin to run again when the changes are approved by the customer.	6.1 对约定的交货和履约日期的遵守要求所有的技术问题都已澄清，并且客户的付款或其他义务都已及时到位或履行。如果没有得到这些，交付日期将被适当延长。因客户要求导致设计变更和产品变更，则交货期应暂停。只有在客户批准更改后才能重新开始运行。
6.2 Seller will supply the customer with products in accordance with its delivery possibilities.	6.2 卖方将根据其交付可能性向客户提供产品。
6.3 Partial deliveries are permissible if they do not result in disadvantages for use of the customer.	6.3 如果部分交货不会对客户的使用造成不利影响，则是允许的。
6.4 If delivery is delayed due to the customer, the products shall be stored at Seller at the risk and expense of the customer.	6.4 如果由于客户的原因导致交货延迟，产品应存放在卖方处，风险和费用由客户承担。
6.5 If the customer is in default of acceptance or violates other obligations to cooperate, Seller shall be entitled to give priority to other orders of third parties and to extend the delivery time appropriately. Notwithstanding any further claims, Seller shall be entitled to demand compensation for any damage incurred by it in this respect, including any additional expenses.	6.5 如果客户不接受或违反其他合作义务，卖方有权优先考虑第三方的其他订单并适当延长交货时间。尽管有任何进一步的要求，卖方应有权要求赔偿其在这方面的任何损失，包括任何额外费用。
6.6 Seller reserves the right to deliver up to ten (10) % more or less for customer-specific or non-stocked products.	6.6 对于客户特定的或无库存的产品，卖方保留多交付或少交付百分之十(10%)的权利。
6.7 In the case of reworked products, only the weights and qualities determined by the contractor that reworked the products shall apply.	6.7 对于返工的产品，只适用由返工的承包商确定的重量和质量。
6.8 Force majeure (e.g. natural disasters, war, strikes, pandemic, lack of raw materials and energy, traffic and operational disturbances, fire and explosion damage) releases Seller from its performance obligations for the duration and to the extent of the force majeure event, and any deadlines shall be extended by the periods during which the aforementioned event or its effects persist, unless Seller is responsible for this event. This shall also apply to the extent that force majeure events and circumstances are present at the suppliers of Seller. If the force majeure events last longer than three (3) months, Seller shall be entitled to withdraw from the contract.	6.8 不可抗力(如自然灾害、战争、罢工、大流行病、原材料和能源的缺乏、交通和操作干扰、火灾和爆炸损害)使卖方在不可抗力事件的持续时间和范围内免于履行义务，任何最后期限应按上述事件或其影响的持续时间延长，除非卖方对该事件负有责任。这也应适用于卖方的供应商存在不可抗力事件和情况的范围。如果不可抗力事件持续时间超过三(3)个月，卖方有权解除合同。
<b>7. Liability in Case of Default or Impossibility in Performance</b>	<b>7. 违约或无法履行时的责任</b>
7.1 Seller shall be liable in accordance with the statutory provisions in the event of default or impossibility in performance in cases of intent of Seller or of a representative or vicarious agent. In cases of default in performance or impossibility due to negligence, Seller's liability for damages (including compensation for futile expenditures) shall be limited to a total of ten (10) % of the value of the delivery.	7.1 卖方或其代表或代理人故意违约或不能履行的，卖方应按照法律规定承担责任。如果由于疏忽而导致违约或无法履行，卖方的损害赔偿(包括对无益支出的赔偿)应限于交付价值的总计百分之十(10%)。
7.2 Subject to clause 7.1, any further claims of the customer shall be excluded - even after expiry of any time limit set for Seller to perform.	7.2 基于 7.1 条，客户的任何进一步索赔都应被排除-即使是在为卖方规定的任何履行期限到期后。
7.3 Seller shall only be liable with regard to default in performance for its own fault and that of its vicarious agents. Seller shall not be liable for the fault of its suppliers as they are not its vicarious agents. However, Seller shall be obliged to assign to the customer upon request any claims it may have against its upstream supplier.	7.3 卖方仅对因自身及其代理人的过错而导致的违约承担责任。卖方不对其供应商的过错负责，因为他们不是其受委托的代理人。但是，卖方有义务根据要求将其可能对其上游供应商提出的任何索赔转让给客户。
7.4 Insofar as liability for damages against Seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff members, representatives and vicarious agents of Seller.	7.4 如果对卖方的损害赔偿被排除或限制，这也应适用于卖方的雇员、工人、工作人员、代表和代理人的个人损害赔偿。
<b>8. Liability for Defects</b>	<b>8. 产品质量瑕疵责任</b>
8.1 Unless expressly agreed otherwise, claims for defects and/or hidden vices prior to delivery shall become time-	8.1 除非另有明确约定，对交货前缺陷和/或隐患的索赔应在卖方向客户交货后十二(12)个月失去效力。

barred twelve (12) months after delivery by Seller to the customer.	
8.2 Seller shall be liable in accordance with the statutory provisions in cases of intent of Seller or of a representative or vicarious agent.	8.2 在卖方或其代表或代理人故意的情况下，卖方应根据法律规定承担责任。
8.3 In the case of the sale of used, i.e. not factory-new, products, in deviation from clause 8.1 claims for defects shall not exist. Clause 8.3 remains unaffected.	8.3 在销售二手产品（即非出厂新产品）的情况下，不存在与第 8.1 条相悖的缺陷索赔。第 8.3 条不受影响。
8.4 In case of justified complaints, Seller shall be entitled to determine the type of subsequent performance (replacement delivery, rectification of defects), taking into account the type of defect and the justified interests of the customer.	8.4 在合理投诉的情况下，卖方有权在考虑到缺陷的类型和客户的合理利益的情况下，确定后续履约的方式（更换交货，修补瑕疵）。
<b>9. Liability in General</b>	<b>9. 一般责任</b>
9.1 Seller shall be liable in accordance with the statutory provisions in the cases of intent of Seller or of a representative or vicarious agent.	9.1 在卖方或其代表或代理人故意的情况下，卖方应按照国家法律规定承担责任。
9.2 Notwithstanding anything to the contrary, Seller's entire liability hereunder irrespective of the legal ground, including for defects, for breach of duties arising from the contractual obligation or for claims based on tort, shall in any event be limited to the accumulated amount of the respective order value of goods by customer (excluding value added tax and any other tax if any). The foregoing limitation of liability shall not apply if the damage was intentionally caused by Seller.	9.2 尽管有任何相反规定，卖方在本协议项下的全部责任，无论法律依据如何，包括缺陷、违反合同义务或基于侵权行为的索赔，在任何情况下都应限于客户各自的货物订单价值的累计金额（不包括增值税和任何其他税项，如果有的话）。如果损害是卖方故意造成的，则上述责任限制不适用。
9.3 Insofar as liability for damages against Seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff members, representatives and vicarious agents of Seller.	9.3 在排除或限制卖方的损害赔偿责任的情况下，这也适用于卖方的雇员、工人、工作人员、代表和代理人的个人损害赔偿责任。
<b>10. Intellectual Property Rights</b>	<b>10. 知识产权</b>
10.1 The customer undertakes to inform Seller without delay of any claims of third parties with regard to intellectual property rights concerning the products and to let the Seller conduct the defence at its own expense. Seller shall be entitled to carry out necessary modifications based on the claims of third parties with regard to intellectual property rights at its own expense even if the products have been delivered and paid for.	10.1 客户承诺将第三针对产品知识产权提出的任何主张毫不迟延地通知卖方，并由卖方自费进行应诉。即使产品已经交付并付款，卖方仍有权根据第三方关于知识产权的主张进行必要的修改，费用由卖方承担。
10.2 If Seller is prohibited from manufacturing or delivering by a third party invoking an intellectual property right belonging to such third party, Seller shall be entitled - provided Seller is not responsible for the infringement of the intellectual property rights - to suspend work until the legal situation has been clarified by the customer and the third party. If Seller cannot reasonably be expected to continue the order due to the delay, Seller shall be entitled to terminate the contract.	10.2 如果卖方因第三方提起的知识产权权属主张而被禁止生产或交付，卖方有权暂停工作——前提是卖方不对侵犯知识产权的行为负有责任——直到客户和第三方澄清法律情况为止。如果由于延迟，卖方不能合理地预期继续执行订单，卖方应有权终止合同。
10.3 In cases where the customer provides materials and/or services the customer shall be liable to Seller for ensuring that those are free of third-party intellectual property rights and shall indemnify Seller against all corresponding third-party claims.	10.3 在客户提供材料和/或服务的情况下，客户应向卖方负责，确保这些材料和/或服务不受第三方知识产权的影响，并向卖方赔偿所有相应的第三方索赔损失。
10.4 Drawings and samples provided to Seller shall be returned upon request, otherwise Seller shall be entitled to destroy them two (2) months after submission of the offer.	10.4 提供给卖方的图纸和样品应按要求归还，否则卖方有权在提交订单后两（2）个月内销毁。
10.5 Seller reserves the right of ownership and copyright to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are to be regarded as confidential. Any disclosure to third parties shall require the express written consent of Seller.	10.5 卖方保留对插图、图纸、计算模型和其他文件的所有权和著作权。该权利保留同样适用于被视为机密的此类书面文件。任何向第三方的披露都需要得到卖方明确的书面同意。
<b>11. Packaging</b>	<b>11. 包装</b>
11.1 If the delivery is made in returnable containers (boxes or other reusable packaging), these shall be returned immediately free works, otherwise the containers shall be charged at cost price or at the return costs incurred by Seller.	11.1 如果交付的货物被包装于可回收的容器（盒子或其他可重复使用的包装）中，这些容器应立即免费退还，否则应按成本价收取费用或由卖方承担退还费用。
11.2 Packing material is charged at cost price. Container and wagon rentals are at the expense of the recipient.	11.2 包装材料按成本价收取。租用集装箱和货车的费用由收货人承担。

<p>11.3 If Seller is obliged by Law to take back the packaging used for transport and/or sale according to the applicable statutory provisions, the customer shall bear the costs for the return transport and the reasonable costs of recycling or - if this is possible and deemed appropriate by Seller - the reasonable costs additionally incurred for the reuse of the packaging. By placing his order, the customer undertakes and confirms to Seller that packaging which is not returned will be disposed of in accordance with the applicable regulations.</p>	<p>11.3 如果卖方根据法律规定有义务收回用于运输和/或销售的包装，客户应承担退回的运输费用和合理的回收费用，或者（如果可能且卖方认为合适）为重新使用包装而额外产生的合理费用。通过订购，客户向卖方承诺并确认，未退回的包装将按照适用的法规处理。</p>
<p><b>12. Supply of Spare Parts</b></p> <p>After expiry of the warranty period Seller shall only be obliged to supply spare parts if Seller and the customer have concluded a corresponding written agreement.</p>	<p><b>12. 零部件供应</b></p> <p>保修期满后，只有在卖方和客户签订了相应的书面协议后，卖方才有义务提供零部件。</p>
<p><b>13. Design, Tools</b></p> <p>13.1 The customer's tests and inspections shall be decisive for the fault-free suitability of the design and material of the parts to be manufactured by Seller. All proposals, design drawings and other documents provided to the customer by Seller shall remain the property of Seller and may not be made available to third parties without written consent of Seller. Seller reserves the exclusive right to use these design drawings and the tools or operating equipment manufactured on the basis thereof. The customer shall be liable for the legal compliance of the use of the drawings, sketches, models etc. sent to Seller.</p>	<p><b>13. 设计，工具</b></p> <p>13.1 客户的测试和检查将直接决定卖方制造的部件的设计和材料是否具备无故障适用性。卖方提供给客户的所有建议、设计图纸和其他文件均属于卖方的财产，未经卖方书面同意不得提供给第三方。卖方保留使用这些设计图纸和在此基础上制造的工具或操作设备的排他性权利。客户应对其发送给卖方的图纸、草图、模型等的使用合法性负责。</p>
<p>13.2 Tools and operating materials are charged separately. They shall remain the property of Seller, even if a share of the costs has been charged.</p>	<p>13.2 工具和操作材料单独收费。即使已收取部分费用，这些货物仍应是卖方的财产。</p>
<p><b>14. Confidentiality</b></p> <p>14.1 The customer undertakes to treat as confidential, not to disclose to any third party and to ensure by appropriate measures that it does not come into the possession of third parties any commercial or technical details disclosed to it by Seller ("Information") for a period of five (5) years from disclosure of each Information.</p>	<p><b>14. 保密义务</b></p> <p>14.1 客户承诺将卖方向其披露的任何商业或技术细节("信息")视为机密信息，不向任何第三方披露，并通过适当措施确保在每项机密信息披露后的五(5)年内不被第三方占有。</p>
<p>14.2 The obligations of clause 14.1 do not apply to any Information which (i) is already generally available to the public or becomes available to the public through no breach of the confidentiality obligations set forth in clause 14.1, (ii) is legitimately received by the customer from a third party which is not under an obligation of confidentiality to the Seller, (iii) was already known to the customer prior to the receipt of the Information, (iv) is developed by the customer on its own and without breach of the confidentiality obligations set forth in clause 14.1, or (v) the customer is required by law to disclose pursuant to an order of a court of competent jurisdiction or governmental organization but only to the extent and for the purposes of such an order provided that the customer shall forthwith notify the Seller in writing of its obligations under the order. The customer seeking the benefit of such exception shall bear the burden of proving its existence.</p>	<p>14.2 第 14.1 条的义务不适用于以下任何信息：(i) 公众已经普遍获得或在没有违反第 14.1 条规定的保密义务的情况下公众可以获得，(ii) 客户从对卖方没有保密义务的第三方合法接收，(iii) 客户在收到信息之前已经知道，(iv) 由客户自行开发且未违反第 14.1 条中规定的保密义务，或 (v) 法律要求客户根据有管辖权的法院或政府组织的命令进行披露，但仅限于该命令的范围和目的，前提是客户应立即以书面形式通知卖方其在该命令下的义务。适用以上例外条款的客户应对存在以上例外情形承担相应的举证责任。</p>
<p>14.3 If the parties have concluded, or conclude in future, a confidentiality agreement, said agreement shall prevail and replace the provisions of this section 14 as of its entry into force.</p>	<p>14.3 如果双方已经订立或将来订立保密协议，则应当优先考虑该保密协议并取代本第 14 条的规定，自其生效之日起生效。</p>
<p><b>15. Business Principles</b></p> <p>15.1 The customer shall observe and follow all applicable laws and rules of the countries in which it conducts business. In particular, the customer will not give any cash or non-cash gifts intended to influence the recipient.</p>	<p><b>15. 商业准则</b></p> <p>15.1 客户应熟知并遵守其开展业务的国家的所有适用法律和规则。特别是，客户不得赠送任何现金或非现金礼物，意图影响收礼者决策。</p>
<p>15.2 Furthermore, the customer acknowledges his commitment to fair competition and will conduct business in line with generally accepted ethical values and principles.</p>	<p>15.2 此外，客户承诺其将公平竞争，并将按照普遍接受的道德价值和原则开展业务。</p>
<p>15.3 The customer must comply with occupational safety and minimum wage laws in the countries in which it conducts business.</p>	<p>15.3 客户必须遵守其开展业务的国家的安全生产和最低工资法律。</p>
<p>15.4 The customer shall comply with the applicable export control laws and regulations and similar provisions provided by the Chinese Government.</p>	<p>15.4 客户应遵守可适用的出口管制法律和法规以及中国政府的类似规定。</p>

15.5 The customer shall follow and adhere to the principles set out in the Code of Conduct of Coroplast Group.	15.5 客户应遵循并坚持 Coroplast 集团《行为准则》中规定的准则。
<b>16. Data Privacy</b>	<b>16. 数据隐私</b>
16.1 If Seller makes personal data of its employees available to the customer within the scope of the performance of the contract or if the customer gains knowledge of these personal data in any other way, the customer may process them exclusively for the purpose of performing the contract. If personal data are processed on behalf of the customer, a corresponding agreement on the processing of personal data on behalf of the customer shall be concluded.	16.1 如果卖方在履行合同的范围内向客户提供其员工的个人数据, 或者如果客户以任何其他方式获得这些个人数据, 客户可以只为履行合同的目的处理这些数据。如果代表客户处理个人数据, 应签订相应的代表客户处理个人数据的协议。
16.2 The Customer shall ensure that personal data is only made accessible to those employees of the Customer who are involved in the execution of the relevant contract and only to the extent necessary for the execution of this contract. The customer shall design its internal organization in such a way that it meets the requirements of the applicable personal information protection laws, in particular the customer shall take technical and organizational measures to adequately protect the personal data against misuse and loss.	16.2 客户应确保个人数据仅被提供给参与执行相关合同的客户员工, 且只在执行本合同的必要范围内提供。客户应设计其内部组织, 以满足适用的个人数据保护法相关的要求, 特别是客户应采取技术和组织措施, 充分保护个人数据不被滥用或丢失。
16.3 Upon termination of the relevant contract, the customer shall delete the personal data, including all copies made, in accordance with the statutory provisions.	16.3 在相关合同终止后, 客户应根据法律规定删除个人数据, 包括所有副本。
<b>17. Governing Law, Jurisdiction</b>	<b>17. 法律适用与管辖</b>
17.1 These Terms and Conditions of Sale and the contractual relationship between Seller and the customer shall be governed by and construed in accordance with the laws of China excluding the UN Convention on Contracts for the International Sale of Goods (the Vienna CISG agreement).	17.1 本销售条款和条件以及卖方和客户之间的合同关系应受中国法律的管辖并按其解释, 但不包括《联合国国际货物销售合同公约》(维也纳销售公约)。
17.2 Any dispute arising from or in connection with these Terms and Conditions of Sale shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Center) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The arbitral tribunal shall be comprised of a sole arbitrator, which shall be a member of the legal profession. The seat of arbitration shall be Shanghai, China. The hearing(s) shall be held in Shanghai, China. The language to be used in the arbitration shall be English.	17.2 因本销售条款和条件引起的或与之相关的任何争议应提交中国国际经济贸易仲裁委员会(CIETAC)上海分会(仲裁中心)进行仲裁, 仲裁应按照申请仲裁时有效的 CIETAC 仲裁规则进行。仲裁裁决具有终局性, 对双方均有约束力。仲裁庭由一名独任仲裁员组成, 该仲裁员应是法律界人士。仲裁地点为中国上海。庭审应在中国上海举行。仲裁语言为英语。
<b>18. Language, Severability</b>	<b>18. 语言及可分性</b>
18.1 In case of discrepancies between the English and the Chinese language version of these Terms and Conditions of Sale the English version shall prevail.	18.1 本销售条款及条件的英文版本与中文版本如有差异, 应以英文版本为准。
18.2 In the event any provision of these Terms and Conditions of Sale is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired. In this event, the parties shall substitute the invalid, illegal or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid, illegal or unenforceable provision.	18.2 如果本销售条款和条件的任何规定被认定为无效、非法或不可执行, 其余条款的有效性、合法性和可执行性不应受到任何影响或损害。在这种情况下, 双方应以一个有效的条款取代无效的、非法的或不可执行的条款, 并尽可能地实现无效的、非法的或不可执行的条款的经济目的。

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