

GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF GOODS AND/OR SERVICES (in China)
采购货物和/或服务一般条款和条件（中国）

These General Terms and Conditions (“**T&C**”) apply to all purchase of goods and/or services by any LyondellBasell Group entities incorporated in China (“**Purchaser**”). Seller’s terms and conditions of purchase shall not apply and are expressly rejected except as expressly accepted by Purchaser in writing. “Seller” shall be the entity as shown on the purchase contract or purchase order (“**Purchase Order**”) with respect to the purchase of goods (“**Goods**”) and/or services by Purchaser from Seller (“**Services**”). Seller and Purchaser may individually be referred to as a “**Party**” and collectively as the “**Parties**”.

本一般条款和条件(“**条款和条件**”)适用于所有由利安德巴赛尔集团于中国成立的公司(“**买方**”)所采购的货物及/或服务。除非买方特以书面接纳, 卖方的采购条款与条件均不适用并不予接受。卖方指于由买方向卖方采购货物(“**货物**”)及/或服务(“**服务**”)的采购合同或订货单(“**订货单**”)中列明的实体。卖方和买方合称为“**双方**”, 各自称为“**一方**”。

Article 1 – Incoterms: Trade terms shall be interpreted in accordance with the most recent version of “Incoterms” (International rules for the interpretation of trade terms of the International Chamber of Commerce), unless indicated otherwise.

第一条 – 国际贸易术语解释通则: 除非特别说明, 贸易术语应按照最新版的“国际贸易术语解释通则”(国际商会解释贸易术语的国际规则)解释。

Article 2 – Contract: The Purchase Contract, Purchase Order and these T&C are collectively referred to as the “**Contract**”. No change to any of the terms and conditions of the Contract will be effective unless both Seller and Purchaser have agreed to the change by amending the Contract in writing. In the event of any conflict, ambiguity or uncertainty between the documents of the Contract, order of precedence is as follows:

- Purchase Contract including Annexes (if any)
- Purchase Order and any variation made pursuant to Article 4
- T&C
- Other incorporated documents
- Purchaser’s tender document(s) (if applicable)

第二条 – 合同: 采购合同、订货单及本条款和条件合称为“**合同**”。除非卖方和买方以书面同意修改合同, 否则对合同的任何条款和条件的修改均为无效。若合同文件之间有冲突、歧义或不明确之处, 文件的解释优先次序如下:

- 采购合同包括附录(如有的话)
- 订货单及根据第四条作出的任何修改
- 本条款和条件
- 其他构成文件
- 买方的招标文件(如适用)

Article 3 – Assignments or Subcontracts: Seller shall not assign or subcontract the Contract in whole or in part without Purchaser’s prior written consent.

第三条 – 转让或分包: 未经买方事先书面同意, 卖方不得转让或分包合同的全部或部分。

Article 4 – Change in Scope of Goods and Services: Purchaser shall have the right to request variations of Goods and Services by giving reasonable advance notice. Upon receipt of such notice, Seller shall furnish to Purchaser a written statement containing (i) the amount by which the Contract price will be increased or decreased as the case may be; and (ii) any other effect the variation of the Goods and Services may have on any other provisions of the Contract. If Purchaser agrees with such written statement, it shall notify Seller in writing whereupon the variation of the Goods and Services shall be deemed to be incorporated as part of the Contract.

第四条 – 货物及服务范围的变更: 买方有权以合理的提前通知要求变更货物和服务。收到该等通知后, 卖方应向买方提交书面报告, 当中列明(i)合同价格金额的加减(视具体情况而定); 及(ii)由于货物和服务的更改而可能影响合同条款的部分。如买方同意, 将书面通知卖方作实, 则该等货物和服务的变更应构成合同的一部分。

Article 5 – Time of Delivery: Time is of the essence. Purchaser reserves the right to cancel the Contract or any part of it if Seller has not completed the delivery of the Goods or performance of the Services within the time specified in the Contract (or within a reasonable time if not specified). Seller shall be liable to Purchaser for all loss or damage sustained by Purchaser as a result of Seller’s delay.

第五条 – 交付时间: 时间至关重要。如卖方未能在合同规定的时间内(若无规定则在合理时间内)完成货物交付或服务履行, 买方保留撤销合同或合同的任何部分的权利。卖方应承担买方因卖方延误而蒙受的所有损失或损害。

Article 6 – Delivery: Purchaser shall be entitled to inspect all the Goods upon or within a reasonable time after delivery of the Goods and reserves the right to reject Goods which fail to conform with the specifications specified in the Contract.

第六条 – 交货: 买方应有权在货物交付时或其后的合理时间内验收所有货物, 并保留拒收不符合合同规定的规格的货物的权利。

Article 7 – Invoicing and Payment: Seller shall submit invoices in accordance with instructions provided by Purchaser. Purchaser’s payment terms are thirty (30) days from the end of the month in which an invoice is dated following Purchaser’s acceptance of the Goods and Services.

第七条 – 发票和付款： 卖方应按买方的要求提交发票。买方的付款期限为验收货物和服务后，所出具发票该月月末的三十(30)日。

Article 8 – Warranties: Seller represents and warrants that: (i) the Goods and Services provided by Seller in compliance with all applicable standards, codes, specifications, laws, rules, and regulations; (ii) it has good title to the Goods and the Goods are free from any liens and encumbrances; (iii) the Goods and Services shall be free from defects, conform to their description and to any specifications in the Contract, fit for their purpose and of merchantable quality; (iv) Seller shall make good all defects at its own cost and expense which arise from defective design, materials or workmanship for two (2) years from the delivery of the Goods or completion of the Services (as appropriate). If Seller fails to correct such defects within a reasonable time, Purchaser will have the right to correct them and Seller agrees to reimburse Purchaser all out-of-pocket cost so incurred.

第八条 – 保证条款： 卖方陈述并保证：(i) 卖方提供的货物及服务符合所有适用的标准、制定法、规范、法律、规章及法规；(ii) 其对货物拥有有效的所有权且货物上无任何留置权或权利负担；(iii) 货物和服务应无缺陷、符合其描述及合同规定的任何规格、适用于预期用途及具备适销性；(iv) 于货物交付或服务完成（视情况而定）后的两（2）年内，任何缺陷，无论是由于缺陷设计、材料或工艺引起的，卖方均应修复且修复的成本与费用由其自行承担。如果卖方未能于合理时间内修复该等缺陷，买方可自行修复缺陷，且卖方同意偿付买方因此而发生的实际费用。

Article 9 – Indemnification: Seller agrees to defend, indemnify and hold Purchaser harmless from any claims and lawsuits, including, but not limited to, patent and trademark infringements, torts and criminal charges made against or costs or damages suffered or incurred by Purchaser, its affiliates, and any of their officers, directors and employees, which arise out of or are related to the Contract except to the extent such loss or damages is caused by Purchaser's gross negligence or willful misconduct.

第九条 – 赔偿： 卖方同意对因合同所引起的或与合同有关的任何针对买方及其附属机构、管理人员、董事和雇员的诉讼和索赔包括但不限于专利和商标侵权，侵权和刑事指控进行抗辩并承担赔偿责任，但卖方对买方的重大过失或故意不当行为造成的任何诉讼和索赔则除外。

Article 10 – Confidentiality: Seller shall not, and shall ensure that its employees and contractors do not, at any time, disclose to any third party any information supplied by Purchaser to Seller, including all business, sales, marketing, technical and scientific information, for the purposes of the Contract, except to the extent such information (i) was already lawfully in Seller's possession prior to disclosure by Purchaser; (ii) was public knowledge (other than through Seller's fault); (iii) is required to be disclosed pursuant to governmental or judicial process, provided that the notice of such process is promptly provided to Purchaser in order that Purchaser may have every opportunity to intercede in such process to contest such disclosure.

第十条 – 保密： 卖方不得，且应确保其员工及承包商不得，在任何时候向任何第三方披露由买方为合同之目的而向卖方披露的任何信息，包括所有商业、销售、营销、技术和科学信息，但如下信息除外：(i) 在买方披露之前卖方已经合法拥有的信息；(ii) （非因卖方过错）已成为公开知识的信息；(iii) 政府或司法程序要求披露的信息，前提是及时向买方提供该等程序的通知，好让买方有充分机会对该等披露提出异议。

Article 11 – Taxes: Seller shall be responsible for any and all taxes and governmental fees for all sales and services provided under the Contract.

第十一条 – 税费： 卖方应承担按合同所提供的销售和服务的所有税费和政府收费。

Article 12 – Audit: Seller agrees to maintain all of Seller's records relating to the quantity, quality, price, cost of, and payment for the Goods and Services sold under the Contract and allow Purchaser to inspect, copy, and audit those records during normal business hours for a period of up to seven (7) years following Seller's delivery of the Goods and Services.

第十二条 – 审计： 卖方同意保留所有其关于根据合同出售的货物和服务的数量、质量、价格、费用及付款的记录，并且允许买方在卖方交付货物和服务后的七（7）年期间内在正常营业时间对该等记录进行检查、复制及审计。

Article 13 – Supplier Code of Conduct: Seller agrees and accepts that Seller shall comply with Purchaser's Supplier Code of Conduct which is available at www.LYB.com.

第十三条 – 供应商行为准则： 卖方同意及接受卖方应遵守买方的《供应商行为准则》，该行为准则的详情可参考 www.LYB.com。

Article 14 – Hazardous Materials: Seller acknowledges that it understands the performance of the Service may involve or may expose persons performing such Services to substances which could be hazardous to human health and/or the environment (“Hazardous Materials”). Seller acknowledges that it has experience working with, or in or around chemical facilities containing Hazardous Materials, and is aware of the risk which Hazardous Materials pose to human health or the environment.

第十四条 – 危险物质： 卖方确认其理解履行服务可能涉及或可能使履行该服务的个体暴露于对人体健康和/或环境有害的物质（“危险物质”）。卖方确认其具有在工作中使用危险物质或在含有危险物质的化学设施内部或周围工作的经验，且卖方知悉危险物质对人体健康或环境造成的危险。

Article 15 – Safety: Seller shall perform the Services in a safe and prudent manner in accordance with Purchaser's safety rules and policies. Seller shall be solely responsible for notifying and training its employees, sub-contractors, and agents with respect to Purchaser's safety rules and policies and all applicable laws and regulations. If Seller fails to do so, Purchaser is entitled to require Seller to suspend performance of

all or any part of the Services until the non-compliance is rectified to Purchaser's satisfaction and Seller shall not be entitled to an extension of time to complete performance of the Services or to any compensation for additional costs incurred, damages suffered, or for the work time lost during the suspension.

第十五条 – 安全性： 卖方应根据买方的安全规则和政策，以安全和谨慎的方式履行服务。对于买方的安全规则和政策以及所有适用的法律法规，卖方应全权负责通知并培训其员工、分包商及代理。如果卖方未能完成上述事项，买方有权要求卖方中止履行全部或任何部分的服务直至不合规事项按买方满意的方式被修正。卖方不得因此获延期以完成服务，亦不得就中止期间发生的额外费用、遭受的损害、所损失的工作时间获得任何补偿。

Article 16 – Environment Protection: Seller undertakes to comply with all applicable laws and regulations as well as the environmental management requirements for supplier under ISO14001-2015 regarding the performance of Contract and daily operation (such as manufacturing, maintenance and cleaning up) including but not limited to the continuous reduction of water, gas, waste and noise generation, increasing resources recycling and utilization, and using environmental friendly raw materials. Purchaser is entitled to request Seller to improve their environmental performance.

第十六条 环境保护： 供应商承诺在履行合同和日常运行（例如生产、维护、清理等工作）都符合所有适用的法律法规以及ISO14001-2015体系对于上一级协作单位的要求，包括但不限于持续减少水、气、废物、噪声的产生、增加资源的回收和利用及使用对环境友好的原材料等。买方有权要求卖方改善其环保表现。

Article 17 – Conflict of Interest:

(a) Without the advance written approval of Purchaser's senior management, Seller, its employees, sub-contractors or agents shall not (i) give Purchaser's employees or agents any gifts or entertainment of significant value or any commission, fee or rebate in connection with the Contract, or (ii) enter into any business arrangement with any of Purchaser's employees or agents.

(b) Seller shall disclose to Purchaser any pre-existing relationships (e.g., family, personal) between Seller's and Purchaser's employees who are directly or indirectly associated with the subject matter of the Contract.

第十七条 利益冲突：

(a) 未经买方高级管理人员的事先书面批准，卖方及其员工、分包商或代理均不得 (i) 向买方的员工或代理提供任何与合同相关的贵重礼品或大额招待、或任何佣金、费用或返利，亦不得 (ii) 与买方的员工或代理签署任何业务安排。

(b) 卖方应向买方披露任何其已知的卖方直接或间接与合同标的有关的买方员工之间的既存关系（例如家庭关系或个人关系）。

Article 18 – Anti-Bribery / Anti-Corruption: Seller represents and warrants that it shall comply with the requirements of the applicable anti-bribery and anti-corruption laws of the jurisdictions under which it is or may be acting hereunder.

第十八条 – 反贿赂/反腐败： 就卖方正在或可能履行合同的的行为，卖方陈述并保证其应遵守该行为所在的司法管辖区域内适用的反腐败及反贿赂法律。

Article 19 – Termination: The Contract shall be automatically terminated upon the expiration of the Warranty Period unless early terminated in accordance with this Article 19. A Party shall have the right to terminate the Contract with immediate effect by giving notice to the other Party upon the occurrence of any of the following events: (i) a Party commits a material breach of the Contract and fails to remedy the breach within thirty (30) days of written notice; and (ii) a proceeding for bankruptcy, insolvency or dissolution or similar event is commenced against Seller.

第十九条 – 终止： 除非根据本第十九条提前终止，合同应在保修期届满日自动终止。在发生任何下述事件时，一方有权通过向另一方发出通知的方式立即终止合同：(i) 一方严重违约，且未能在收到书面通知后的三十（30）天内予以纠正；及(ii) 启动了针对卖方的破产、资不抵债、解散或类似事件的程序。

Article 20 – Independent Contractor: Seller is acting as an independent contractor in all respects under the Contract and nothing contained in the Contract shall be deemed to create an agency, employment or joint venture relationship between Seller and Purchaser.

第二十条 – 独立缔约方： 于合同项下，卖方属独立缔约方，合同的任何内容都不应被视为在卖方和买方之间构成代理、雇佣或合资关系。

Article 21 – Severability: If any provision of the Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect.

第二十一条 – 可分割性： 如果某一具有适格司法管辖权的法院或仲裁机构判定合同的任何规定无效、违法、或不可强制执行，该等规定应被修改和解释以使得其有效、合法、可执行且最符合该规定之原本意图，合同的剩余规定应保持充分的效力。

Article 22 – Governing Law: The Contract is to be construed in accordance with the laws of the People's Republic of China, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980). Any dispute arising from or in connection with the Contract shall, if no amicable settlement can be reached through negotiations, be submitted to China International Economic and Trade Arbitration Centre ("CIETAC") Shanghai Sub-Commission (Arbitration Centre) for arbitration in accordance with CIETAC rules of procedure in effect at the time of submission of the dispute. Arbitration shall take place in Shanghai and conducted in English. The losing party shall bear the arbitral costs, unless otherwise determined in the arbitral award.

第二十二条 – 适用法律： 合同将依照中华人民共和国法律进行解释，《联合国国际货物销售合同公约》（1980年）不适用于合同。

任何由合同引起的或与合同有关的争议，如果无法通过协商达成友好的解决方案，均应提交至中国国际经济贸易仲裁委员会（“CIETAC”）上海分会根据申请仲裁时有效的CIETAC仲裁规则进行仲裁。仲裁地点为上海，仲裁语言为英语。败诉方应承担仲裁费用，仲裁裁决中另行确定的除外。

Article 23 – Language: If Chinese and English versions exist for any documents of the Contract, both language versions are equally binding. In case of discrepancy, the English version shall prevail.

第二十三条 – 语言： 合同任何文件若具中英文版本，两种版本均具同等效力。如有差异，以英文文本为准。