

## General Terms and Conditions of Sale of Flint (“GTC Sale”)

### 1. Definitions and Scope of Application

#### 1.1. Flint means:

**Flint Group Chemicals (China) Co. Ltd.**, (registered at Shanghai Industrial and Commercial Administration Bureau, registration no. 15000002202202090014), Tax ID: '913100007732888434 which registered office is at 300 Jiangxinsha Road, Pudong, 200137, Shanghai, China; or

**Flint Group (Shanghai) Management Co., Ltd.**, (registered at Pudong New Area Market Supervision Administration, registration no. 15000002202202150008), Tax ID: 9131000075381798XC, which registered office is at Part A, 11th Floor, Building A, 999 Zhouhai Road, Pudong New Area, 200137, Shanghai, China; or

**Flint Group Printing Ink (Shanghai) Co., Ltd.**, (registered at Shanghai Municipal Administration for Market Supervision, registration no. 12000002201912300002), Tax ID: '913100007575731857, which registered office is at K-1F, No. 1835, Duhui Road, Minhang District, 201108, Shanghai, China; or

**Flint Ink (Guangzhou) Printing Ink Co. Ltd.**, (registered at Guangzhou Huangpu District Market Supervision Administration Economic and Development Zone sub-Bureau, registration no. 外 S122019085686G(1-1)), Tax ID: '91440116767672056D, which registered office is at No. 93 Tianyuan Road, Yonghe District, Guangzhou Economic & Technologic District, 511356, Guangzhou, China; or

**Varn Asiatic Pressroom Products (Zhongshan) Ltd.**, (registered at Zhongshan Municipal Administration for Market Supervision, Tax ID: 91442000707946852W) which registered office is at No. 17 Hemin Road, Tsuihang New District, Zhongshan, China.

1.2. All sales and deliveries of Flint's products (“**Products**”) by Flint and any contracts/agreements or obligations connected therewith, shall be made exclusively on the basis of these GTC Sale, without separate written agreement being necessary. The application of customer's conflicting or supplementary terms and conditions shall be excluded, even if Flint does not expressly object to such terms and conditions. Deviation from these GTC Sale require the explicit written approval of Flint.

1.3. In case a separate written agreement is not concluded, these GTC Sale shall be deemed as accepted by customer by placing of an order or at latest, upon the delivery.

### 2. Conclusion of Contract

Flint's quotations are not binding offers but must be seen as invitations to customer to place a binding order. The contract is concluded by customer's written order and Flint's written confirmation of an order or in case there is no such written confirmation, at the latest with the delivery of the Products. In case the confirmation differs from the order, such confirmation constitutes a new non-binding offer of Flint. Verbal contracts or promises shall only be valid if an authorized employee of Flint has confirmed them in written form.

### 3. Quality of Products

3.1. The quality of the Products is exclusively determined by the product specifications which Flint shall make available to customer upon request. Any additional, more detailed and/or deviating specifications require an explicit written agreement between Flint and customer.

3.2. Flint reserves the right to amend the product specifications.

3.3. Information provided in sales catalogues, price lists and any other informative literature provided by Flint or any other descriptions of the Products (such as shelf-life data) shall under no circumstances constitute a guarantee for any specific quality of the Products; such specific quality or durability guarantees must expressly be made in written form. Identified uses under the European Chemicals Regulation (REACH) relevant for the Products or other equivalent applicable international legislation relevant for the Products, shall neither represent an agreement on the corresponding contractual quality of the Products nor the designated use under this contract.

3.4. Any advice rendered by Flint is given to the best of its knowledge. Any advice and information with respect to suitability and application of the Products shall not relieve customer from undertaking his own investigations and tests.

3.5. Any applications with the Products are in the sole responsibility of customer and customer must ensure that the Products are suitable and appropriate for the intended purpose.

## 富林特销售通用条款和条件 (《销售条款》)

### 1. 定义和适用范围

#### 1.1. 下面利用的“富林特”意思是：

**富林特集团化工(中国)有限公司**, (注册于上海市工商行政管理局, 注册号: 15000002202202090014), 税号: 913100007732888434, 注册地址为中国上海市浦东新区江心沙路 300 号, 邮编 200137; 或

**富林特集团(上海)管理有限公司**, (注册于浦东新区市场监督管理局, 注册号: 15000002202202150008), 税号: 9131000075381798XC, 注册地址上海市浦东新区洲海路 999 号 A 楼 11 层(实际楼层 10 层)A 部位, 邮编 200137; 或

**富林特集团油墨(上海)有限公司**(在上海市市场监督管理局登记注册, 注册号: 12000002201912300002), 税号: 913100007575731857, 注册地址为 K-1F, 第 1835 号, 中国上海市闵行区杜汇路, 201108; 或

**富林特油墨(广州)印刷油墨有限公司**, (注册于广州市黄埔区市场监督管理局经开区分局, 注册号: 外 S122019085686G(1-1)), 税号: 粤财税[2010]第 2 号: 91440116767672056D, 注册地址广州经济技术开发区永和经济区田园路 93 号(邮编 511356); 或

**万恩宝印刷器材(中山)有限公司**, (在中山市市场监督管理局注册, 税号: 91442000707946852W), 注册地址为中国中山市翠亨新区和民路 17 号。

1.2. 富林特的所有产品(“**产品**”)销售和交货, 以及与之相关的任何合同/协议或义务, 均应完全以本销售条款为基础, 无需另行签订书面协议。即使富林特没有明确反对客户的冲突或补充条款和条件, 也不允许适用销售条款之外的条款和条件。如需偏离本《销售通用条款》, 须得到富林特公司的明确书面批准。

1.3. 如果无其他书面协议, 客户下订单或最迟在交货时应视为接受本销售条款。

### 2. 合同订立

富林特的报价是非约束性的报价, 而应视为邀请客户下具有约束力的订单。合同以客户的书面订单和富林特对订单的书面确认而订立; 或如果没有书面确认, 则最迟在交付产品时订立。如果确认函的内容与订单的不同, 则该确认函构成富林特公司新的非约束性报价。口头合同或承诺只有在富林特授权员工以书面形式确认后才有有效。

### 3. 产品质量

3.1. 产品质量完全由产品规格决定。当客户要求时, 富林特公司应客提供产品规格。任何附加的、更详细的和/或偏差的规格要求富林特和客户之间有明确的书面协议。

3.2. 富林特保留修正产品规格的权利。

3.3. 富林特提供的销售目录、价格清单和任何其他信息资料中提供的信息或对产品的任何其他说明(如保质期数据)在任何情况下均不构成对产品任何特定质量的保证; 此类特定质量或耐用性保证必须以书面形式明确做出。根据与产品相关的欧洲化学品法规(REACH)或与产品相关的其他同等适用国际法规确定的用途, 既不代表对产品相应合同质量的同意, 也不代表本合同项下的指定用途。

3.4. 富林特提供的任何建议都是在其所知范围内提出的。任何有关产品适用性和应用的建议和消息都不应免除客户自行进行调查和测试的责任。

3.5. 产品的任何应用均由客户自行负责, 客户必须确保产品适用于预期用途。

#### 4. Limitation of Resale

Customer may not sell, resell, share, provide or otherwise make available to any third party, including any subsidiaries and affiliates, the Products or any component thereof without Flint's prior written approval. Without prejudice to any other rights and remedies, customer's non-compliance with this limitation of resale entitles Flint to suspend performance of any of its contractual obligations with immediate effect without liability to customer.

#### 5. Delivery Terms

- 5.1. Delivery shall be made with regards to the respective **Incoterms 2020**. Unless otherwise agreed in written form, the delivery is made under **FCA Incoterms 2020**.
- 5.2. Unless otherwise agreed in written form, delivery shall be made according to the lead time appointed by Flint. Lead time means the period from the date of order confirmation to the delivery date in accordance with agreed Incoterm ("**Lead Time**").
- 5.3. Delivery dates and delivery periods are only binding if they have been agreed in written form.
- 5.4. If deliveries by Flint are delayed, customer shall only be entitled to rescind the contract if (i) Flint is responsible for the delay and (ii) a reasonable grace period set by customer has expired.
- 5.5. Flint may make partial deliveries for good reason if and to the extent this is reasonable for customer.
- 5.6. Unless otherwise agreed in written form, the risk of loss shall pass to customer according to respective Incoterm.

#### 6. Prices

- 6.1. Unless otherwise agreed in written form, the prices shall be **FCA Incoterms 2020 ("Base Price")**, plus any costs for packaging, freight, insurance, disposal, any additional expenses and taxes, if applicable.
- 6.2. Unless otherwise agreed in written form, the Base Price shall be determined by the price list of Flint as applicable at the date of the conclusion of the contract.
- 6.3. If, after the conclusion of the contract, Flint has incurred unforeseeable cost increases with regard to the Products beyond its control, Flint shall be entitled to pass on such higher costs by increasing the agreed Base Price on a pro rata basis.

#### 7. Payment Terms

- 7.1. Unless otherwise agreed in written form, invoices of Flint shall be due for payment without any deductions within thirty (30) days from the date of invoice. If this period for payment lapses without Flint receiving payment, customer shall be in default. Payments by customer shall not be deemed to have been made until Flint has received such payment.
- 7.2. All payments shall be made directly into Flint's bank account. Bills of exchange, checks and any other specific arrangements with regard to payment shall only be accepted when agreed in written form and without any costs for Flint.
- 7.3. Regardless of the place of delivery of the Products, the place of payment shall be Flint's place of business.
- 7.4. All payments shall be set-off against the outstanding invoices/receivables in chronological order (oldest invoices first and most recent invoices last) to the extent permitted by applicable mandatory law.
- 7.5. Flint is entitled to issue partial invoices for partial deliveries as defined in clause 5.5 hereof.
- 7.6. In case customer is in default of payment of an invoice (i) Flint is entitled to charge default interest on the amount outstanding at the maximum rate permitted by applicable mandatory law, whereas any claims for further damages due to the default shall remain unaffected; and (ii) Flint may suspend or cease further supply of Products to customer, without any liability to the customer.
- 7.7. If there are reasonable doubts as to customer's ability to pay, especially if payments are in arrears, Flint may revoke credit periods and make further deliveries dependent on advance payments or other security. If such advance payments or security have not been rendered even after the expiry of a reasonable grace period, Flint may partially or totally rescind individual or all of the affected contracts. Flint shall remain entitled to assert further rights.

#### 8. Retention of Title

- 8.1. The Products shall remain the property of Flint until all obligations from the business relationship between customer and Flint have been fulfilled.

#### 4. 转售限制

未将富林特事先书面批准，客户不得向任何第三方（包括任何子公司和附属公司）出售、转售、分享、提供或以其他方式提供产品或其任何组件。在无损于任何其他权利和补救措施的情况下，客户若不遵守本转售限制，富林特有权立即中止履行其任何合同义务，且无需对客户承担任何责任。

#### 5. 交货条款

- 5.1. 交货应遵守相应的《2020 年的国际贸易术语解释通则》。除非另有书面约定，否则将根据《2020 年的国际贸易术语解释通则 FCA》进行交货。
- 5.2. 除非另有书面约定，否则应按照富林特指定的交货时间交货。“**交货期**”是指从订单确认之日到按照约定的国际贸易术语解释通则（“**交货期**”）交货之日的期限。
- 5.3. 交货日期和交货期间只有在书面约定的情况下才具有约束力。
- 5.4. 如果富林特延迟交货，客户只有在以下情况下才有权解除合同：(i) 富林特对延迟交货负有责任；(ii) 客户设定的合理宽限期已过。
- 5.5. 如有充分理由以及在为客户利益合理的情况下富林特也许会分交货。
- 5.6. 除非另有书面约定，损失风险应根据相关国际贸易术语解释通则转移给客户。

#### 6. 价格

- 6.1. 除非另有书面约定，否则价格应为《2020 年的国际贸易术语解释通则 FCA》（“**基价**”），另加包装、运费、保险、处置、任何额外费用和税费（如适用）。
- 6.2. 除非另有书面约定，基价应根据合同签订之日适用的富林特价格表确定。
- 6.3. 如果在合同签订后，富林特无法控制产品成本的增加，富林特有权按比例增加商定基价，以增加的成本。

#### 7. 付款条款

- 7.1. 除非另有书面约定，富林特的发票应在开出发票后的三十（30）天内全价支付。如果在上述的付款期限富林特未收到付款，则视为客户违约。富林特收到付款之后，客户的付款才赢被视为支付。
- 7.2. 所有付款应直接存入富林特公司的银行账户。汇票、支票和任何其他有关付款的具体安排只有在以书面形式达成，以及只在富林特公司不承担任何费用的情况下可被接受。
- 7.3. 无论产品交货地在哪儿，付款地均应为富林特的营业地。
- 7.4. 在强制性法律允许的范围内，所有发票/应收账款应按时间顺序（最旧的发票在前，最近的发票在后）而支付。
- 7.5. 根据本合同第 5.5 条中的规定，富林特有权为部分交货开出部分发票。
- 7.6. 如果客户延迟付款，（一）富林特有权按强制性法律允许的最高利率对待收取违约罚息，而因违约而提出的任何进一步损害赔偿要求不受影响；（二）富林特可暂停或停止向客户供应产品，而无需对客户承担任何责任。
- 7.7. 如果有为客户的支付能力的理由怀疑，特别是拖欠款项，富林特可能会取消信用期，并提出预付款或其他担保条款的要求。如果在合理的宽限期后仍未支付上述预付款或担保，富林特公司可部分或全部解除此人或全部受影响的合同。富林特公司仍有权继续主张其权利。

#### 8. 所有权保留

- 8.1. 在客户与富林特之间业务关系的所有义务履行完毕之前，产品仍为富林特的财产。

8.2. In the case of current accounts, this retention of title shall serve as security for the obligations for the balance to which Flint is entitled.

## 9. Defective Products

9.1. At the time that risk of loss passes to customer the Products shall be of the quality determined in the product specifications (see [clause 3.1](#) above).

9.2. Customer's rights in case of defects of the Products shall require that customer inspects the Products upon delivery without undue delay and notifies Flint of any defects without undue delay but no later than fourteen (14) days following receipt of the Products. In case of hidden defects, Flint must be notified without undue delay but no later than fourteen (14) days after the defect was detected and no later than one (1) year after receipt of the Products.

9.3. Notification must be in written form and must precisely describe the nature and extent of the defects. In case customer failed to inspect the Products or does not submit the notices in time or not in a proper written form, the delivery and performance made by Flint shall be deemed defect-free.

9.4. In the event of a notification of a defect, Flint shall have the right to inspect and test the respective Products. Customer will grant Flint the required period of time and opportunity to exercise such right.

9.5. If the Products are deemed as defective by Flint and customer has duly notified Flint in accordance with the foregoing terms:

- a) Flint has the right to choose whether to remedy the defect or supply customer with non-defective replacement products
- b) Flint shall have two (2) attempts to remedy the defect or supply replacement products. Should these attempts fail to conform with these GTC Sale, customer may either rescind the contract or demand a reduction in the purchase price and/or claim either damages pursuant to [clause 12](#).

9.6. Customer's rights in case of defects shall be excluded in the case of: (i) natural wear and tear, (ii) defects of the Products due to reasons for which customer bears responsibility or (iii) customer making further use of such Products after giving notice in accordance with [clause 9.2](#).

## 10. Claims Limitation Period

Customer's claims for defective Products are subject to a period of limitation of one (1) year from receipt of the Products. In the following cases the statutory periods of limitation apply instead of the one-year period:

- a) claims for damages caused by Flint intentionally or by gross negligence;
- b) defects concealed by Flint in bad faith or caused intentionally;
- c) claims for damages due to culpably caused personal injuries;
- d) claims under applicable product liability law.

## 11. Set-off Rights

Customer may only set off claims from Flint if its counterclaim is undisputed, ready for decision or has been finally adjudicated. Same applies for any kind of potential customer's rights of retention.

## 12. Limitation of Liability

12.1. Unless otherwise agreed in written form, Flint's maximum aggregate liability in relation to the contractual relationship shall be limited to the value of the respective Products that directly caused the damage.

12.2. Customer shall take all reasonable measures necessary to avert and reduce damages. Flint shall not be liable for loss or damage suffered by reason of use of the Products after customer becomes aware of defect or other circumstances which should reasonably have indicated to customer the existence of a defect.

12.3. Flint shall not be liable for any consequential, incidental, collateral or indirect damages, which arise out of or in connection with the contractual relationship.

12.4. Flint' liability for any loss or damage caused by any test or trial products manufactured by Flint and delivered to customer is excluded.

12.5. Any other liability, all warranties, conditions and other terms implied by statute imposed on Flint, are excluded from the contractual relationship, to the fullest extent permitted by law.

12.6. The above stated liability limitations shall not apply to damages (i) caused intentionally or (ii) by gross negligence, (iii) culpably caused death or personal injuries, (iv) any breach of the respective product liability law (v) nor to any other liability which cannot be excluded or limited by mandatory applicable law.

8.2. 就往来账户而言，该所有权保留应作为富林特有权获得的余额的债务担保。

## 9. 缺陷产品

9.1. 当损失风险转移给客户时，产品应符合产品规格（见上文第 3.1 条）所确定的质量。

9.2. 在产品出现缺陷的情况下，为行使客户的权利富林特要求客户在交货时立即检查产品，不得无故拖延，并在收到产品后十四 (14) 天内立即将任何缺陷通知富林特公司。如果是隐性缺陷，必须及时通知富林特，但不得迟于发现缺陷后十四 (14) 天，也不得迟于收到产品后一 (1) 年。

9.3. 通知信息必须采用书面形式，必须准确描述缺陷的性质和程度。如果客户未检查产品或未提交通知或未以适当的书面形式提交通知，富林特的交货和履约应被视为无缺陷。

9.4. 在接到缺陷通知的情况下，富林特有权检查和测试相关产品。客户保证富林特给予必要的机会和时间行使该权利。

9.5. 如果富林特确认产品存在缺陷，并且客户根据上述条款正式通知富林特：

- a) 富林特有权选择补救缺陷或向客户提供无缺陷的替代产品
- b) 富林特有 (2) 次补救缺陷或提供更换产品的机会。如果这些尝试不符合本销售条款的规定，客户可以解除合同或要求减少货款和/或根据第 12 条要求损害赔偿。

9.6. 在下列情况下，客户对缺陷的权利应予排除：(一) 自然损耗；(二) 由于客户承担责任的原因造成的产品缺陷，或 (三) 客户在根据第 9.2 条发出通知后继续使用此产品。

## 10. 索赔时效期

客户对缺陷产品的索赔时效为一 (1) 年，从收到产品时算起。在下列情况下，适用法定时限而不是一年期限：

- a) 富林特故意或重大过失造成的损失索赔；
- b) 富林特公司恶意隐瞒或故意造成的缺陷；
- c) 因过失造成的人身伤害而提出的损害赔偿要求；
- d) 根据适用的产品责任法提出索赔。

## 11. 抵销权

客户只有在与其反索赔无争议、可随时裁决或已最终裁决的情况下才能抵消富林特公司的索赔。同样条款适用于任何潜在客户的保留权。

## 12. 责任限制

12.1. 除非另有书面约定，否则富林特在合同关系中的最大债务总额以直接造成损害的相应产品的价值为限。

12.2. 客户应采取一切必要的合理措施避免和减少损失。在客户意识到缺陷的存在或其他明显缺陷迹象存在的情况下，富林特不为使用产品而遭受的损失或损害承担责任。

12.3. 对于因合同关系引起的或与合同关系有关的任何间接、附带、附带或间接损害，富林特概不负责。

12.4. 对于富林特生产并交付给客户的任何测试或试用产品所造成的任何损失或损坏，富林特概不负责。

12.5. 在法律允许的最大范围内，任何其他责任、所有保证、条件和其他由法律强加于富林特的隐含条款均被排除在合同关系之外。

12.6. 上述责任限制不适用于 (一) 故意或 (二) 重大过失造成的损害，(三) 因过失造成的死亡或人身伤害，(四) 任何违反相关产品责任法的行为，(五) 也不适用于强制性法律规定不得排除或限制的任何其他责任。

### 13. Intellectual Property Rights

- 13.1. The term “**Intellectual Property Rights**” is defined to include all intellectual and industrial property rights including inventions, patents, trade secrets, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off unfair competition, copyright, database rights, topographies of integrated circuits, blueprints, projects, formulations, and any other rights in any invention, discovery or process, globally and together with all renewals and extensions.
- 13.2. All Intellectual Property Rights to Products and/or any other materials, including Advertising Materials, provided to customer by Flint are vested solely in Flint or its licensors.
- 13.3. Nothing in these GTC Sale shall be construed as granting customer, expressly or impliedly, any rights or licenses to Flint’s Intellectual Property Rights or other proprietary information.
- 13.4. The Customer shall not, and shall not authorize any third party to, engage in any act that may jeopardize Flint’s Intellectual Property Rights. In particular, the Customer shall not attempt to reverse engineer, duplicate, or otherwise copy any of the Products or materials provided by Flint, in whole or in part, nor allow or instruct any third party to do so. The Customer is also prohibited from analyzing the chemical characteristics or composition of the Products, or from having any Products analyzed or using the results of such analysis. Without Flint’s prior written consent, the Customer is further prohibited from providing the Products to third parties for analysis, comparison, or any other purpose. For the avoidance of doubt, this provision also applies to Products samples, regardless of whether they were provided by Flint or another source.

### 14. Trademarks and Advertising

- 14.1. Customer shall not obscure, alter or remove in any way any trademarks and/or other distinctive marks, whether imprinted or attached to the Products or other materials provided by Flint, and shall not include or attach any other marks to the Products or other materials provided by Flint without the prior written approval of Flint.
- 14.2. All promotional, advertising and sales materials (“**Advertising Materials**”) provided by Flint shall remain the sole property of Flint. Customer may only use the Advertising Materials in accordance with Flint’s instructions provided together with the Advertising Materials and only in connection with the sale of the Products, subject to the restrictions set out in clause 4. Customer shall not authorize any third party to use the Advertising Materials.
- 14.3. Customer shall not be entitled to use any trademarks and/or other distinctive marks of Flint without Flint’s prior written approval.

### 15. Compliance and Sustainability

- 15.1. Flint conducts its business in a sustainable and ethical way and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance. Flint complies at all times with its **Code of Conduct**, which is available at <https://flintgrp.com/en/codeofconduct/>.
- 15.2. Flint expects customer to comply at all times with the principles contained in the **Flint Code of Conduct**, which is available at <https://flintgrp.com/en/codeofconduct/>.
- 15.3. Each party shall ensure that, at all times, (i) it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations with regard to contractual relationship; (ii) all of its products and/or services are in compliance with all applicable laws and regulations relevant for the intended use of the products and/or services; and (iii) to the extent it processes personal data, it shall comply with its obligations under the General Data Protection Regulation (EU 2016/679) or other equivalent applicable legislation relating to the processing of personal data.
- 15.4. Each party shall comply with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to this contractual relationship, including those governing trans-border sales, importation, storage, shipments, transfers of products, economic sanctions and export controls. The foregoing expressly includes anti-boycott, embargo, anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the Foreign Corrupt Practices Act 1977 (United States), and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the respective party. Each party including any subsidiary, affiliate, and employee thereof, shall comply with applicable export control and economic sanctions laws imposed, administered or enforced from time to time by (i) the United States, (ii) the United Nations Security Council, (iii) the European Union and any member state thereof (iv) the United Kingdom, (v) the Channel Island of Jersey or (vi) the respective governmental institutions of any of the foregoing including, without limitation, His Majesty’s

### 13. 知识产权

- 13.1. “**知识产权**”一词的定义包括所有知识产权和工业产权，包括发明、专利、商业秘密、专有技术、注册商标、注册设计、实用新型、上述任何一项的申请和申请权、未注册外观设计权、未注册商标权、防止假冒不正当竞争的权利、版权、数据库权、集成电路拓扑图、蓝图、设计方案、配方以及任何发明、发现或工艺中的任何其他权利（全球范围内），以及所有续约和延期。
- 13.2. 富林特提供给客户的产品和/或其他材料（包括广告材料）的所有知识产权仅归属于富林特或其许可方。
- 13.3. 本销售条款不得解释为明示或默示授予客户富林特知识产权或其他专有信息的任何权利或许可。
- 13.4. 客户自己不得，并且不得授权任何第三方参与任何可能损害富林特知识产权的行为。特别是，客户不得试图对富林特提供的任何产品或材料的全部或部分进行反向工程、复制或以其他方式进行拷贝，也不得允许或指示任何第三方这样做。客户也不得分析产品的化学特性或成分，或对任何产品进行分析或使用分析结果。未将富林特事先书面同意，客户不得将产品提供给第三方用于分析、比较或任何其他目的。为避免疑义，本条款也适用于产品样品，无论样品是由富林特还是其他来源提供的。

### 14. 商标及广告

- 14.1. 客户不得以任何方式遮盖、更改或删除富林特提供的产品或其他材料上印有或附有的任何商标和/或其他显著标志，未将富林特事先书面批准，不得在富林特提供的产品或其他材料上加入或附有任何其他标志。
- 14.2. 富林特提供的所有促销、广告和销售材料（“**广告材料**”）均为富林特的专有财产。客户仅可根据富林特随广告材料提供的说明使用广告材料，且仅可在与产品销售相关的情况下使用，但须遵守第4条规定的限制。客户不得授权任何第三方使用广告材料。
- 14.3. 未经富林特事先书面批准，客户无权使用富林特的任何商标和/或其他显著标志。

### 15. 合规性和可持续性

- 15.1. 富林特以可持续和合乎道德的方式开展业务，并遵守国际公认的职业健康和安、环境保护、劳工权和人权以及负责任的公司治理等基本标准。富林特始终遵守其《**行为守则**》，该守则可在 <https://flintgrp.com/en/codeofconduct/> 网站上查阅。
- 15.2. 富林特希望客户在任何时候都遵守《**富林特行为守则**》中的原则，该守则可在 <https://flintgrp.com/en/codeofconduct/> 上查阅。
- 15.3. 每一方在任何时候都应确保：(一) 拥有并保持履行合同关系义务所需的所有执照、许可、授权、同意和许可证；(二) 其所有产品和/或服务符合与产品和/服务的预期用途相关的所有适用法律和法规；以及(三) 在处理个人数据的范围内，应遵守《通用数据保护条例》（欧盟 2016/679）或与个人数据处理相关的其他同等适用法律规定的义务。
- 15.4. 各方应遵守与本合同关系相关活动有关的所有适用法律、法规、规章和行政要求，包括有关跨境销售、进口、储存、装运、产品转让、经济制裁以及出口管制的法律、法规、规章和行政要求。上述内容明确包括反抵制、禁运、反贿赂和腐败行为法律，包括但不限于 2010 年《反贿赂法》（英国）、1977 年《反海外腐败法》（美国）以及适用于相关方的任何其他反贿赂、腐败、商业贿赂、洗钱或恐怖主义融资法律。各方（包括其任何子公司、关联公司和雇员）均应遵守不时由 (一) 美国、(二) 联合国安理会、(三) 欧盟及其任何成员国 (四) 英国 (五) 泽西岛或 (六) 上述任何一方的政府机构，包括但不限于英国财政部、美国财政部外国资产控制办公室、美国

Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government ("Trade Rules"). Each party shall take no action, which would subject the other party to penalties.

商务部、美国国务院和美国政府的任何其他机构施加、管理或执行的适用出口管制和经济制裁法律（《贸易规则》）。每一方不得采取任何会使另一方受到处罚的行动。

15.5. Without prejudice to any other rights and remedies, one party's non-compliance with the compliance obligations above entitles the other party to suspend performance of any of its contractual obligations and/or terminate the contractual relationship in written form with immediate effect, without liability to the non-compliant party.

15.5. 在不损害任何其他权利和补救措施的情况下，一方不遵守上述合规义务，另一方有权暂停履行其任何合同义务和/或立即以书面形式终止合同关系，且无需对违约方承担任何责任。

## 16. Personal Data Privacy

## 16. 个人数据隐私

16.1. When processing personal data ("Personal Data") under or in connection with the parties' cooperation, each party shall determine, in its sole discretion and not jointly with the other party, the purposes and means of such processing. Each party shall therefore act as a separate data controller.

16.1. 在根据双方合作或与双方合作有关的情况下处理个人数据（„个人数据”）时，各方应自行决定处理的目的和方式，而不是与另一方共同决定。因此，每一方都应作为单独的数据控制方行事。

16.2. Customer acknowledges and agrees that Flint may process Personal Data of customer and its representatives, including name, address, telephone number, email address, for the purpose of fulfilling Flint's rights and obligations under these GTC Sale, particularly ensuring the proper delivery of the Products. In this case, Flint is considered the data controller of the Personal Data provided by customer and will process the received Personal Data in accordance with Flint's Privacy Statement available at <https://flintgrp.com/en/privacy-statement/>.

16.2. 客户承认并同意，富林特可能会处理客户及其代表的个人数据，包括姓名、地址、电话号码、电子邮件地址，以履行富林特在本销售条款下的权利和义务，尤其是确保产品的正常交付。在此情况下，富林特被视为客户提供个人数据的数据控制者，并将根据富林特的隐私声明（见 <https://flintgrp.com/en/privacy-statement/>）处理收到的个人数据。

16.3. Customer affirms that the Personal Data collected by customer will be provided to Flint in accordance with the applicable data protection legislation and that the individuals whose Personal Data is provided by or on behalf of customer have been duly informed and, where necessary, have provided valid approval for Flint to process their Personal Data for the purposes outlined in clause 16.2 above.

16.3. 客户确认其客户收集的个人数据根据适用的数据保护法律提供给富林特，同时确认客户或其代表提供的个人数据的当事人已得到适当通知，并在必要时已提供有效许可，允许富林特为上文第 16.2 条所述目的处理其个人数据。

## 17. Confidentiality

## 17. 保密

17.1. The term "Confidential Information" means information regarding (in whole or in part and whether directly or indirectly) either of the parties and/or any of their affiliates, which is disclosed to the other party including, but not limited to, know-how, trade secrets, plans, designs, processes, formulae, recipes, substances of the Products (for example in the form of statement of compositions), samples, manufacturing methods and techniques, inventions and ideas, product specifications, machinery, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data, financial, pricing and cost information, business plans and business opportunities and all other technical or business information of whatever nature, whether written, verbal or electronic. The terms and conditions of the business relationship and any documents, summaries, extracts, transcripts, recordings, analyses, reports and other records that use, concern or are based on, or derived from any of the information described as Confidential Information also constitutes Confidential Information.

17.1. „保密信息”一词是指有关（全部或部分、直接或间接）任何一方和/或其任何关联公司的信息，这些信息被披露给另一方，包括但不限于技术诀窍、商业秘密、计划、设计、工艺、配方、配方、产品物质（例如以成分说明的形式）、样品、制造方法和技术、发明和想法、产品规格、机械、图纸、照片、设备、装置、工具和仪器、销售和营销数据、财务、定价和成本信息、商业计划和商业机会以及所有其他任何性质的技术或商业信息，无论是书面、口头还是电子信息。业务关系的条款和条件，以及使用、涉及或基于机密信息的任何文件、摘要、摘录、笔录、录音、分析、报告和其他记录，也构成机密信息。

17.2. If the written agreement entered into by the parties contains separate provisions relating to Confidential Information, or if the parties have entered into an effective non-disclosure agreement, such provisions or non-disclosure agreement shall prevail over the provisions hereof, shall be binding and shall apply in their entirety unless otherwise agreed in written form by the parties.

17.2. 如果双方签订的书面协议中包含有关机密信息的单独条款，或者如果双方签订了有效的保密协议，则此类条款或保密协议应优先于本协议的条款，具有约束力，并应全部适用，除非双方另有书面约定。

17.3. The parties shall not disclose any Confidential Information to any person or entity without the prior written approval of the respective other party, except if mandatory laws or regulations require otherwise.

17.3. 未经另一方事先书面批准，双方不得向任何个人或实体披露任何机密信息，除非强制性法律或法规另有规定。

17.4. Each party agree to keep in a secure place or system all Confidential Information entrusted to or disclosed by the other party and to keep such Confidential Information in accordance with the applicable commercial rules.

17.4. 各方同意将委托给另一方或由另一方披露的所有机密信息保存在安全的地方或系统中，并按照适用的商业规则保存此类机密信息。

## 18. Force Majeure

## 18. 不可抗力

Any incident or circumstances that are unforeseeable, unavoidable and beyond the control of any party and sphere of influence and for which the party does not bear responsibility, such as natural occurrences, war, pandemics, strikes, cyberattacks, lock-outs, shortages of raw materials and energy, obstruction of transportation, interruption in the supply chain, breakdown of manufacturing equipment, fire, explosion, any law or acts of government or public authority, including imposing an export or import restriction, quota or prohibition, shall relieve the affected party for the duration of such incident from its obligations under the contract to the extent the affected party is prevented from performing such obligations. Delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, until the affected party declares readiness to perform its obligations again, and the other party shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of the aforementioned occurrences is not foreseeable, or should it last for a period of more than four (4) months, each party is entitled to rescind from the contract.

任何不可预见、不可避免、超出任何一方控制和影响范围且该方不承担责任的事件或情况，如自然事件、战争、大流行病、罢工、网络攻击、停工、原材料和能源短缺、运输受阻、供应链中断、制造设备故障、火灾、爆炸、任何法律或政府或公共当局的行为，包括实施进出口限制、配额或禁令，应免除受影响方在此类事件持续期间的合同义务，但以受影响方无法履行此类义务为限。交货和履约期限及日期（视情况而定）应延长或重新安排，如适用，直至受影响的一方宣布准备再次履行其义务，并且另一方应以合理的方式被告知发生了这种干扰。如果上述情况无法预见，或持续时间超过四（4）个月，双方均有权解除合同。

- 19. Severability**  
If any provision of these GTC Sale is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.
- 20. Assignment**  
These GTC Sale shall be binding upon and inure to the benefit of the parties of the contract and their respective successors and assignees, provided that customer may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written approval of Flint.
- 21. Leading Language**  
To the fullest extent not prohibited by applicable law, the applicable language shall be English ("**Leading Language**"). If these GTC Sale are also available in another language, this is merely done for customer's convenience. In case of differences of interpretation, the version in the Leading Language shall be binding.
- 22. Applicable Law and Jurisdiction**
- 22.1. Any dispute arising out of or in connection with the contract shall be heard at the court having jurisdiction over Flint's principal place of business or, at Flint's option, at customer's principal place of business.
- 22.2. These GTC Sale and the contractual relationship of customer and Flint shall be governed by the laws of China to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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- 19. 可分割性**  
如果本销售条款的任何规定全部或部分无效，则其余规定的有效性不受影响。
- 20. 转让**  
本销售条款对合同双方及其各自的继承人和受让人具有约束力，并使其受益，但未经富林特事先书面批准，客户不得转让或以其他方式转移其在本条款下的任何权利或义务。
- 21. 主导语言**  
在适用法律不禁止的最大范围内，适用语言应为英语（„**主导语言**“）。如果本销售条款也有其他语言版本，这只是为了方便客户。在存在解释差异的情况下，主要语言版本具有约束力。
- 22. 适用法律和管辖权**
- 22.1. 因合同引起的或与合同有关的任何争议应在对公司主要营业地有管辖权的法院进行审理，或由富林特选择在客户的主要营业地审理。
- 22.2. 本销售条款以及客户与富林特之间的合同关系受中国法律管辖，除《联合国国际货物销售合同公约》（CISG）之外。

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