



通用条款及条件 汉圣中国

General Terms & Conditions of Sale H&R China

适用区域 (Scope)

Asia

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如有疑问，中文版本为准

Convenience translation. In case of doubt, the Chinese version shall apply.

For the sake of simplicity and easier reading this or similar designations of individual persons or groups include both sexes.



1. 概述

1. 这些销售条款适用汉圣所有向外供应的产品。除非汉圣在发出订单回执之前已经书面确认接受，否则汉圣不接受买方任何的采购条款和条件。
2. 在汉圣未作出订单确认，汉圣和买方之间尚未建立协议前，买方有权随时取消订单。
3. 汉圣的报价并不能单独构成完整的销售要约。买方根据价格制定采购订单，并获得汉圣订单确认，价格才算成立。

2. 定义

“订单回执”

是指汉圣通过电子邮件或传真对买方采购订单所作的回函（但并不代表汉圣已经接受订单）。

“买方”

是指从汉圣方获取产品或服务的买家。

“化合物”

是指依照 REACH 规定，单独使用、在制剂中或制品中使用的物质。

“送货单”

是指在交付地点交给买方的载有产品名称和重量的票据。

“不可抗力事件”

参照下文第 4 条给予该词的涵义。

“汉圣”

是指在协议项下销售产品给买方的汉圣中国及/或其附属公司。

“通则”

是指国际贸易术语解释通则 2010—国际商会对于国内和国际贸易术语所制定的规则，在不与本通用和条件项下的贸易术语存在冲突的情况下，该贸易术语被视为纳入本通用和条件，视为其中一部分。

1. General

1. These conditions of sale apply to the supply of all products by H&R. H&R does not accept any of the Buyer's conditions of purchase unless H&R has expressly agreed to any of them in writing prior to the date of the Acknowledgement of Order.
2. The Agreement between H&R and the Buyer is not formed until, and the Buyer is entitled to cancel its order any time up to, the date of the Order Confirmation.
3. A quotation issued by H&R shall not constitute an offer to sell products and all quotations are subject to an Order being placed by the Buyer and an Order Confirmation being sent by H&R.

2. Definitions

“Acknowledgement of Order”

means the email or facsimile sent by H&R to Buyer indicating the Buyer's order has been received but not yet accepted.

“Buyer”

means the purchaser of any products or services from H&R.

“Compound”

means any substance subject to REACH, whether used on its own, in preparations or in articles.

“Delivery Note”

means the note specifying the name and weight of Product and which is deemed to be handed to the Buyer at the point of delivery.

“Force Majeure Event”

has the meaning given in clause 4 below.

“H&R”

means H&R China &/or its affiliates selling Product(s) to the buyer under the Agreement.

“Incoterms”

refers to Incoterms 2010 – The International Chamber of Commerce rules for the use of domestic & international trade terms, and which are incorporated into & form part of these Terms & Conditions to the extent that they do not conflict with any of the terms herein.



“化学品安全技术说明书”

是指安全的操作、存储和清理某产品的指导书。

“订单确认”

是指汉圣通过电子邮件或传真所发出的声明接受买方订单及其载明的预计发货日期、价格和付款条件的函件。

“ REACH 法规”

是指关于化学品注册、评估、授权和限制的法规 (EC) 1907/2006 号。

3. 价格&付款条件

产品价格和付款条件会在订单确认中订明，并且价格是不含增值税的。

1. 要根据汉圣的要求，直接或通过其他合理的方式结算货款，汉圣会根据其认为合适的方式对货款作帐目匹配。
2. 逾期付款须承担以日计基础按照中国银行当时有效利率加 5% 的罚款。
3. 如果买方货款额已经超出汉圣给予的信用额度，或买方有任何到期款项未结清，则汉圣有权暂停交付产品和/或要求现金付款。

4. 交付

订单确认所载的发货时间仅为预估时间，如无法按时发货，汉圣不承担责任。

1. 买方须接受送货单所载明的重量，以此作为交易重量。
2. 在汉圣负责运输的情况下，汉圣会将货送至订单所通知的交货地点。如果随后买方希望改变交货地点，买方需要承担任何由此产生的额外费用。买方要确保交货地点是明确的，并且进入该地不受阻碍。

“Safety Data Sheet”

means the sheet of instructions of safe handling, storing and cleanup of a Product.

“Order Confirmation”

means the e-mail or facsimile sent by H&R stating acceptance of the Buyer’s order and detailing estimated dispatch date, price and payment terms.

“REACH”

means Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals.

3. Prices & Terms of Payment

The price of the products and the payment terms shall be stated on the Order Confirmation and the price are exclusive of any value added tax.

1. All payments will be made by direct debit or any other reasonable means of payment requested by H&R, and H&R may appropriate any payment made to it to such products and accounts as it thinks fit.
2. Late payments bear interest at the rate of 5 per cent per day above the base rate of the Bank of China for the time being in force.
3. H&R reserves the right to suspend deliveries of products and/or require payment in cash with order where the Buyer’s credit limit has been exceeded or where the Buyer has failed to make any payment by the due date.

4. Delivery

The dispatch dates specified on the Order Confirmation are estimates only and H&R shall not be liable for failure to deliver such date or dates.

1. Buyer shall accept the weight shown on the Delivery Note and may be represented at the time of the taking of these measurements.
2. Where it is responsible for delivery H&R shall deliver the products to the place of delivery notified in the Order. If subsequently Buyer wishes to change the place of delivery then Buyer is responsible for any extra delivery charges. Buyer shall ensure there is clear and uninterrupted access to the place of delivery.



3. 如果买方以任何理由全部或部分的不提货物，买方须负责承担其未提货物部分全额的处置费用。

5. 不可抗力

1. 如果超出汉圣控制范围的情况出现，这类情况包括但不限于（如 REACH 法规影响）天灾、罢工、战争、火灾、洪水、政府行为、事故、工厂停产、停供或限供电、气、水，或是无法获得原料等，其所导致的无法履行供货将不被认定为违反协议。汉圣不需对无法或延迟履行与买方间协议的义务承担责任。履行协议的时间应相应延长。
2. 如果不可抗事件持续超过 1 月，汉圣可提前 14 天书面通知买方，其与买方的合同将被终止。在 14 天通知期满后，汉圣与买方间的协议的终止。但各方仍要对在终止协议前其所作的违约行为负责，并不受终止影响。

6. 索赔

如发现产品有任何的短少、损坏或不符合，买方应在收货后 3 日内书面通知汉圣。如果买方未能遵循这一程序，汉圣概不负责。

7. 责任范围

汉圣不对由于其未遵循化学品安全技术说明书使用或操作产品，所导致的损失、损坏或伤害等进行负责。

3. If Buyer for any reason does not take delivery of the whole or part only of the product then Buyer shall be liable for the full cost of disposing of the unwanted product.

5. Force majeure

1. If H&R is unable to supply products by reason of any circumstances whatsoever beyond its control, including but not limited to [the effect of REACH] act of God, industrial action, wars, fires, floods, Government action, accident, breakdown of plant, failure or cuts in supplies of electricity, gas or water, or inability to obtain raw materials it shall not be in breach of agreement, nor liable for any failure or delay in performance of any obligations under its contract with the Buyer arising from or attributable to a Force Majeure Event, the time for performance of the obligations shall be extended accordingly.
2. If a Force Majeure Event prevails for a continuous period of more than 1 month, H&R may terminate its agreement with the Buyer by giving [14] days written notice to the Buyer. On the expiry of this notice period, the agreement between H&R and the Buyer will terminate. Such termination shall be without prejudice to the rights of parties in respect of any breach of the agreement occurring prior to such termination.

6. Claims

Buyer shall notify H&R in writing, within 3 days from receipt of the product, of any shortage of, damage to, or non-conformity of product, and if Buyer fails to follow this procedure then H&R will not be liable to replace or make good the same or be under any liability whatsoever to the Buyer.

7. Limitation of Liability

H&R shall not be liable for loss, damage or injury resulting from the use or handling of the product not in accordance with the Safety Data Sheets.



任何一方不得对非本条款与条件所约束协议项下非直接的、特殊的或间接的损坏，利益损失、合同损失或商誉损失承担责任，无论其为违约、侵权（包括过失）或其他何种形式。

8. 风险

根据相应的国际贸易术语的规定，以确定售出产品的相关风险向买方的转移。风险持有方需负责对货物投保，保额为发票金额的110%，需要投保一切险。

9. 货权

1. 在汉圣未收到全款之前，货权仍为汉圣所有，买方仅被认为货物受托人身份。买方应该保持待付款货物被单独放置，并可以清楚的被识别为汉圣产权，以便于退回或根据汉圣要求，由其自取。
2. 如果买家停止或威胁停止交易、无力偿还债务、被收购，买方资产被评为不良资产、被扣押、被封存或被执行其他程序，或者是任何相当的司法事件发生。在此情况下，汉圣可不用通知就进入买方场所（和在买方给予进入许可的情况下），并收回产品。

10. 许可证、商标和贸易名称

汉圣或汉圣关联公司拥有，无论本条款和条件所明示或暗示的，关于产品的任何权利、配色方案或其他营销标记。

11. 保证

被自认为或被假设的产品质量条件或产品匹配性等，汉圣不作保证、条款或条件（明示或暗示）的保障。

1. 汉圣为遵循持续发展和改进的企业方针，可以在

Neither party shall be liable to the other for indirect, special or consequential damage, loss of profit, loss of agreement or loss of goodwill arising out of any contract incorporating these terms and conditions, whether in contract, tort (including negligence) or otherwise.

8. Risk

Risk in the products shall pass to the Buyer in accordance with the relevant Incoterm under which the product is sold. The risk holder party shall be responsible for arranging insurance on the cargo; insurance premium shall be 110 per cent of the invoice value, covering all risks.

9. Title

1. Title to the products remains with H&R, and Buyer will hold the products as bailee for H&R, until H&R receives payment in full. Pending payment Buyer shall keep the products separate and clearly identified as the property of H&R which must be returned or made available for collection at H&R's request.
2. If the Buyer ceases, or threatens to cease, to carry on business, or becomes unable to pay its debts or if a receiver is appointed or if a distress, execution, sequestration or other process is levied or enforced on the Buyer's assets, or any equivalent event occurs in any jurisdiction then and in any such event H&R may enter onto the Buyer's premises (and the Buyer hereby gives its consent to such entry) without notice and recover the products.

10. Licences, Trade Marks and Trade Names

Nothing in these terms and conditions whether express or implied shall be deemed to confer any rights, colour scheme or other marketing indicia owned by H&R or any of H&R's Affiliates in relation to the products.

11. Warranty

No warranty, condition or term (express or implied) as to condition or quality, or suitability for purpose of the products is given or can be assumed.

1. In pursuance of its policy of continued development and improvement H&R reserves



未提前通知对方的情况下，对产品规格作调整。凡买方书面同意的某款产品的特殊规格，汉圣提供的信息和建议久违参考，相应的使用风险由买方自行承担。

2. 所有由汉圣提供的规格、尺寸、重量以及文献，或是其他通过双方交流，由汉圣提供给买方的数据资料，都务求尽可能精准。但这即不算是产品参数说明，也无法保证它们是完全准确的。

12. 健康及安全

买方应遵守并确保其客户、雇员、代理人和承包商遵守化学品安全技术说明书的所有信息，及汉圣不时提供的其他信息。并且买方须对由于不遵守或错误执行规定所导致汉圣遭到的赔偿起诉、费用或花销损失负责赔偿。买方不只限于遵守化学品安全技术说明书，还要遵守和产品相关的任何法律，法规，规章或指令所要求的任何其他义务和建议指导。

13. REACH 法规义务

如果买方采购任何产品需进入欧盟国家，必须遵守并确保其客户、雇员、代理和承包商遵守 REACH 所规定。尤其是：买方将确保在化学品安全技术说明书中规定的任何适当的降低风险的措施都是被坚持采用的；并且接到订单回执后 3 日内，买方须通知汉圣其采购该产品的用途。

14. 转让

未事先获得汉圣书面同意的情况下，买方不得将其与汉圣的交易协议的全部或部分作转让。但汉圣可将协议的全部或部分转让给其关联公司。

the right to modify the specifications of its products without prior notice. Where Buyer agrees, in writing, to a special specification for a product, then any information or advice given by H&R in arriving at that specification is accepted at the Buyer's risk.

2. All the specifications, dimensions, weights and the like contained in any literature supplied by H&R or otherwise communicated to the Buyer are provided by H&R in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the products, nor are they warranted to be accurate.

12. Health and Safety

The Buyer shall comply with and ensure that its customers, employees, agents and contractors comply with all information contained in the Safety Data Sheets or other information which H&R may supply from time to time and shall indemnify and keep H&R indemnified against any liability claim proceeding, cost or expense arising out of or in connection with any failure to comply with this obligation. Compliance by the Buyer with the Safety Data Sheets shall not excuse the Buyer from any other obligation or recommendation it is required to comply with in relation to the products by virtue of any law, statute, regulation or directive.

13. REACH Obligations

Where the Buyer purchases any product need to enter into EU country, it shall comply with and ensure that its customers, employees, agents and contractors comply with REACH to the extent that they are required to do so. In particular: the Buyer will ensure that any appropriate risk reduction measure specified in the Safety Data Sheet is adhered to; and the Buyer will notify H&R of the use it intends for the products purchased by no later than 3 days after receipt of Acknowledgment of Order.

14. Assignment

Buyer may not transfer any agreement it has with H&R in whole or in part without the prior written consent of H&R. H&R may assign or transfer any such agreement or any part thereof to an Affiliate.



15. 保密性

买方须负责确保，无论汉圣口头或书面所提供其的文件或信息，在未获汉圣事先书面授权的情况下，均不得透露给第三方。

16. 合同完整性

这些条款和条件构成了双方之间关于产品供应的全部理解，并取代双方所有之前作出的书面和口头的协商陈述或协议。在汉圣和买方之间的协议的任何规定，不得构成任何一方对另一方的代理。

17. 司法管辖地

管辖地为汉圣注册所在地。

买卖双方同意，有本协议、本协议项下违约、协议失效或终止等引起或与之有关的一切争议纠纷均应提交中国国际经济贸易仲裁委员会（CIETAC），根据其现行有效的仲裁规则进行仲裁。仲裁地点为上海。仲裁语言为中文。仲裁裁决为最终裁决，对双方均具有约束力。

15. Confidentiality

Buyer is responsible for ensuring that Documents & other information provided by H&R orally or in writing, is not brought to the knowledge of third parties, without prior written authorization by H&R.

16. Entire Agreement

These terms and conditions constitutes the entire understanding between the parties with regard to the supply of product and supersedes all prior negotiations representation or agreements, both written and oral, which the parties may have had. Nothing in the agreement between H&R and the Buyer shall constitute any party the agent of the other.

17. Place of jurisdiction

The place of jurisdiction is H&R's registered office place.

Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in the Chinese language in Shanghai in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission (CIETAC) for the time being in force, which rules are deemed to be incorporated by reference in this Clause.