

General Conditions of Sale

巴斯夫《銷售通用條款》

1. Scope of Application

適用範圍

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale, unless otherwise agreed by the Parties in writing. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale requires the explicit written approval of Seller.

除非雙方另行書面約定，賣方應完全根據本《銷售通用條款》提供貨物和相關服務。買方引用的買方通用條款和條件則排除不適用。賣方的《銷售通用條款》對未來的所有交易同樣適用。如與本《銷售通用條款》有任何不一致，均須經賣方明示的書面同意。

2. Offer and Acceptance

要約和承諾

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The Contract is concluded by Buyer's order (offer) and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

賣方的報價非具有約束力的要約，但應視為是對買方遞交有約束力要約的要約邀請。經賣方承諾買方訂單（要約）後，合約即為成立。如果承諾的內容不同於要約，此承諾構成賣方不具有約束力的新要約。

3. Product Information

產品資料

3.1

Models or samples are merely non-binding examples. They do not guarantee any specific properties.

模型或樣本僅作為不具有約束力的示範，不保證任何特定品質與性能。

3.2

Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite all care.

產品資料或特定品質與性能的差異，只要是不顯著或即使盡到所有注意義務也無法避免的情況，是可允許的。

3.3

No warranty or guarantee is given by Seller in respect of supplies or services under this Contract and all implied terms, whether implied by law or otherwise, are expressly excluded to the extent permitted by law.

賣方不對本合約的貨物和相關服務作出保證，並且，所有的默示條款，無論為法律上默示或其他默示，均在法律允許的範圍內被明示地排除。

4. Advice

建議

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not,

however, create any liability of Seller and shall not relieve Buyer from undertaking his own investigations and tests.

對貨物及其應用的技術建議是由賣方盡其所知，根據其研究及經驗所提供的。賣方不對其所提供之貨物適用性和應用方面的建議及資料承擔任何責任，且買方不因此而免除其自行調查和檢測的責任。

5. Prices

價格

If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the Contract by giving notice to Seller within 14 days after notification of the price increase.

合約簽訂日到出貨日間，賣方的價格或付款條件如有變動，賣方可逕行適用出貨時有效的價格或付款條件。如遇價格上漲，買方在接到價格上漲通知後十四(14)日內，有權書面通知賣方解除合約。

6. Delivery

交付

Delivery shall be effected as agreed in the Contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the Contract is concluded.

交付應按照合約執行。通用商務條款按合約簽訂日有效的《國貿條款（INCOTERMS）》解釋。

7. Damage in Transit

運輸途中的毀損

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

對運輸途中的毀損，買方應在運送合約規定的期限內，直接向承運人發出索賠通知，並以副本通知賣方。

8. Laws in Country of Destination

目的地所在國家法律

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the goods delivered by Seller. Buyer will pay all import, customs duties and any other taxes payable in the country of destination.

買方有責任遵守目的地所在國家有關賣方所交付貨物的進口、交付、貯存和使用方面的法律法規。買方將支付所有進口、關稅和其他任何在目的地所在國家應支付的稅款。

9. Delay in Payment

遲延付款

9.1

Delay in due payment constitutes a fundamental breach of contract. Buyer defaults if, when the purchase price is due, he does not pay in response to a reminder, but at the latest if he has not paid within 30 days of receipt of an invoice and the due date for the purchase price, even if Seller has not issued a reminder. If a calendar date for payment has been set Buyer shall be in default, even without a reminder, if he does not pay on time.

遲延支付到期款項構成重大違約。如貨款到期後買方未在收到催告後付款、或即使賣方未為催告而最遲買方在收到發票及貨款到期後三十(30)天內仍未付款者，即為買方違約。如已確定具體付款日期，即使未為催告，期限屆至買方未按時付款時，亦為買方違約。

9.2

In the aforementioned cases Seller is entitled to charge interest on the amount outstanding from the moment of default at the rate of 5 percentage points above the current monthly EURIBOR rate (Euro Interbank Offered Rate) if invoiced in Euro or in a currency aligned with the Euro; or, if invoiced in any other currency, at the rate of 5 percentage points above the discount rate of the major banking institution of the country of the invoiced currency; however, in no case less than six percent of the amount outstanding.

在前述情況下，賣方有權對未付款項自遲延付款日起加收利息，發票貨幣為歐元或與歐元相關聯的貨幣者，利息按當時的 EURIBOR 月利率（歐元銀行間拆借利率）加上該利率的百分之五(5%)計算；發票貨幣為其他幣別者，利息按發票貨幣國主要銀行機構的貼現率加上其百分之五(5%)計算，但最低利息金額不少於未付款項的百分之六(6%)。

10. Lack of Conformity

貨物不符

10.1

Buyer must notify Seller in writing if the goods do not conform with the Contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations such notice may be given within six months (or, if Buyer's place of business is not in the same country as Seller's head office: one year) after receipt of the goods.

如果貨物與合約不符（例如瑕疵、錯裝或數量差異），買方須在收到貨物的兩(2)周內以書面通知賣方，並精確描述不符的性質和程度；如果需要合理調查才能確定貨物不符的情況，買方可在收到貨物後六 (6)個月內發出該等通知。（或者，如果買方營業地與賣方總部不在同一國家的，可在一(1)年內發出通知。）

10.2

Buyer may only declare the Contract void or request a reduction in the purchase price if delivery of substitute goods or remedy of the lack of conformity offered by Seller has not been performed within a reasonable period of time.

如賣方未在合理期限內交付更換貨物或採取補救措施時，買方僅可主張合約無效或要求減少價款。

11. Liability

責任

11.1

If Seller is not responsible for the lack of conformity, Buyer shall not be entitled to any claims for compensation.

若貨物不符是不可歸責於賣方時，買方無權要求賠償。

11.2

Seller shall have no other liability to Buyer for any loss or damages suffered by the Buyer other than that caused directly and solely by Seller's gross negligence or willful breach.

除因賣方故意或重大過失所致之直接且單獨的損害外，賣方不對買方的任何損失或損害負責。

11.3

Seller's liability is limited in each case to compensation for foreseeable loss of Buyer due to Seller's default. Seller's total

liability under this Contract is further limited to the price of the supplies or services sold by Seller. In no event shall Seller be liable for any consequential, special, indirect or punitive damages.

因賣方違約造成買方的損失，賣方每次賠償責任以可預見的買方損失為限。此外，賣方在本合約之全部責任上限為賣方所售貨物或提供相關服務的價格。在任何情況下，賣方都不對任何衍生、特殊、間接或懲罰性的損失承擔責任。

12. Set off, Retention of Payment

貨款的抵銷和扣留

A set off or retention of payment is only permitted if counterclaims exist which are either undisputed or adjudicated by final judgment.

只有相對主張不存在爭議或已經終審裁判確定的情況下，才允許抵銷和扣留貨款。

13. Security

擔保

If there are reasonable doubts about Buyer's ability to pay, especially if Buyer defaults, Seller may, subject to further claims, revoke credit periods and demand payment in advance or security for further supplies.

如果有合理理由懷疑買方的付款能力，尤其如果買方違約的情況，賣方可進一步的主張，取消買方的信用付款期限並要求提前支付貨款或要求買方就後續供貨提供擔保。

14. Retention of Title

所有權保留

The goods sold shall remain the property of Seller until the price has been paid in full.

買方貨款未全部付清前，賣方保留對所售貨物的所有權。

15. Force Majeure

不可抗力

Any incident or circumstances beyond Seller's control such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government shall relieve Seller from Seller's obligations under this Contract to the extent Seller is prevented from performing such obligations. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to terminate the Contract without Buyer having any right to compensation.

因賣方無法控制的事件或情況，例如自然災害、戰爭、罷工、停業、原材料和能源的短缺、交通中斷、生產設備故障、火災、爆炸或政府行為，致賣方無法履行義務時，於賣方受影響的範圍內免除其履行本合約之義務。如此類事件或情況造成長期內賣方履行合約為商務上不可行時，或此類事件或情況出現在賣方的供應商時，前述免責約定同樣適用。前述事件或情況持續超過三(3)個月時，賣方有權終止合約且買方無權要求任何賠償。

16. Place of Payment

付款地

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

付款地為賣方的營業所在地，與貨物或文件的交付地點無關。

17. Communication

通訊

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

約定由一方收取的通知或其他通訊，僅在該通知/通訊到達該方時生效。如需遵守特定時限，則相關通知或通訊須在該時限前到達接收方。

18. Termination

終止

In the event that Buyer becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against Buyer for bankruptcy, receivership or liquidation, Seller is entitled without prejudice Seller's other rights, to immediately suspend or terminate the Contract.

如果買方破產、宣判破產、進入接管或清算程序，或買方被聲請破產、接管或清算，賣方有權在不影響賣方其他權利的情况下立刻終止合約。

19. Jurisdiction

管轄

Any disputes arising from or in connection with this Agreement shall be submitted to the Arbitration Association of Republic of China for arbitration in Taipei, in accordance with its arbitration rule in effect at the time of applying for arbitration. The arbitration award shall be final and binding upon both parties.

因本合約引起的或與本合約有關的任何爭議，應提交中華民國商務仲裁協會仲裁，根據中華民國商務仲裁協會屆時有效的仲裁規則在台北進行仲裁。仲裁裁決應為終局並對雙方均具有約束力。

20. Applicable Law

適用法律

This Agreement is subject to the law of the Republic of China excluding the provisions of its conflict of law rules and excluding the United Nations Convention on Contracts for International Sale of Goods of 11.04.1980.

本合約適用中華民國法律，但排除適用 (i) 其衝突法原則，和 (ii) 1980 年 4 月 11 日頒佈的《聯合國國際貨物銷售合約公約》。

21. Contract Language

合約語言

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the Sales Contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

如向買方提供的《銷售通用條款》使用銷售合約簽訂語言（“合約語言”）之外的其他語種，則僅是為買方便利而提供。
如有不同解釋，使用合約語言的版本具有拘束力。

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