

# **General Conditions of Sale and Delivery**

(effective as of 1 January 2023)

## **I. General**

1. These General Conditions of Sale and Delivery apply to all contracts with companies, public legal entities, shall be an integral part of the sales order. Conflicting or deviating conditions of purchase or other reservations made by the Buyer shall not be effective unless the Seller has expressly accepted them in writing for a particular order.
2. The Seller refers to Zhejiang Cenway Materials Co., Ltd. and/or Panjin Cenway Materials Co., Ltd., and the Buyer refers to the party as indicated in the sales order.

## **II. Products and Prices**

1. The products grades, specifications and quantities are subject to the contents as agreed by the parties in the sales order.
2. Unless otherwise specified in the sales order, the interval between the conclusion of the sales order and the actual shipment date shall no longer than one (1) month.

replacement. If the replacement provided by the Seller is also defective, the Buyer may reduce the purchase price or opt to cancel the sales order. The aforesaid remedies in this section constitute the sole remedies provided to the Buyer for the non-conforming products.

## **VI. Force Majeure, Impediments to Performance**

The packing containers of goods as provided by the Seller are leased by the Seller and need to be recycled for use (the "**Containers**"), and the Buyer shall promptly notify the relevant party for recycling of the Containers in accordance with the requirements and instructions in the sales order after receiving the goods, up to a maximum of one (1) month after receiving the goods. The Buyer shall use reasonable care to maintain the Containers in good working conditions (except for normal wear and tear) during the responsibility period of the Buyer's occupation of the Containers. The Buyer shall indemnify the Seller for any and all losses or additional costs or expenses incurred as a result of 1) the overdue use of the Containers due to Buyer's negligence in sending out timely notification of recycling to relevant party, 2) the Buyer's misuse of the Containers for other purposes or beyond the intended place of delivery as indicated in the sales order, or 3) damages to, missing or losses of the Containers due to Buyer's negligence, mistake or fault during the responsibility period of the Buyer's occupation of the Containers.

## **XII. Trademarks**

Without the Seller's prior written consent, the Buyer shall not have the right to use the Seller's product designations, especially his trademarks, on the resulting products or on the packaging therefor or in any relevant printed matter or advertising literature. The supply of goods under a trademark shall not be deemed agreement to the use of this trademark for the products manufactured therefrom.

## **XV. Applicable Law, Interpretation of Trade Terms, etc.**

1. The People's Republic of China law shall apply. Customary trade terms shall be interpreted in accordance with the Incoterms effective at the time.
2. The parties agree that any disputes under or in connection with the sales order shall be submitted to Shanghai International Economic and Trade Arbitration Commission (SHIAC). The Seller shall furthermore have the right to sue the Buyer at the Buyer's general place of jurisdiction.
3. Should any clause in these General Conditions of Sale and Delivery be or become invalid in full or in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned. The parties shall replace any invalid arrangement by an effective one which conforms as far as possible to the economic purpose of the invalid clause.