

富林特采购的一般采购条件

1. 富林特定义与适用范围

1.1. 富林特是指：

富林特化学品(中国)有限公司（注册于上海市工商行政管理局，注册号：310000400420981），注册地址为中国上海市浦东新区江心沙路 301 号，邮编 200137。

1.2. 这些条款和条件应是订单的一部分。仅当经富林特书面同意后，供应商的任何不同业务条款和条件方可生效。订单以及所有相关声明必须采用书面形式方可生效。书面形式要求只能以书面形式放弃。

2. 报价

2.1. 报价应免费提交给富林特，且不应构成富林特任何义务的基础。
2.2. 在报价中，供应商应与询价保持一致。如果供应商的解决方案在技术或经济方面优于询价，则应另外向富林特提供此解决方案。

3. 订单

供应商应确认每笔订单，声明具有法律约束力的价格和交货期限。如果富林特在五 (5) 天内没有得到确认结果，则其应有权撤销订单。口头协议应经双方书面确认。未经富林特事先书面同意，供应商不得将订单履行转让给第三方。

4. 交货、交货期限、分批交货与部分履约、违约金

4.1. 供应商应遵守商定的交货期限。分批交货或部分履约应征得富林特的事先同意。
4.2. 交付原材料时，不得超过订单规定的批次数量。
4.3. 一旦供应商意识到自己无法全部或部分履行合同义务，或者无法及时履行合同义务，则应立即书面通知富林特，说明延误原因以及可能延误的时间。
4.4. 供应商应有义务适时要求富林特提供执行订单所必需的文件。
4.5. 富林特应有权在合理期限内中止交付。在这种情况下，交货期限应在中止交付期间相应延长。
4.6. 除非供应商能够证明其对延误不承担责任，否则每超出截止日期一个工作日，富林特应有权索取订单净值 0.3% 的违约金。违约金不得超过订单净值总额的 5%。如果富林特接受供应商提供的服务作为履约，则富林特应保留索取违约金的权利。此权利无需明确保留，可在最后一次付款前的任何时间主张。这不应影响任何范围更广的赔偿要求。不论是否主张索取违约金和/或赔偿，富林特均应有权撤销合同。

5. 质量保证

5.1. 供应商应建立并维持有效的质量保证体系，并应根据要求向富林特提供证据。按富林特要求，供应商应使用符合 DIN ISO 9000 ff. 或同等性质的质量保证体系。富林特应有权检查该质量保证体系。
5.2. 如果供应商改变了制造工艺，则供应商应在任何情况下均要将该等改变告知富林特，即使这种改变不影响待供应货物的规格。供应商应将供应货物的成分和/或原产地告知富林特，并应在富林特要求提供此类信息和/或此类证明时提供证明，以便将其转发给主管当局、公共机构、工作医务干事等。

Flint's General Conditions of Purchase

1. Definition of Flint and Scope of Application

1.1. Flint means:

Flint Group Chemicals (China) Co. Ltd. (registered at the Shanghai Industrial and Commercial Administration Bureau, Registration No. 310000400420981) whose registered office is at 301 Jiangxinsha Road, Pudong 200137 Shanghai, China.

1.2. These terms and conditions shall be a part of the order. Any different business terms and conditions of the vendor shall only be effective if and in so far as Flint gives its written consent thereto. Orders and all associated declarations must be in the written form in order to be effective. The written form requirement may only be waived in writing

2. Offers

2.1. Offers shall be submitted at no expense to Flint and shall not form the basis of any obligations for Flint.
2.2. In the offer, the vendor shall keep to the inquiry. If the vendor has a solution which is technically or economically more advantageous, compared to the inquiry, it shall additionally offer this solution to Flint.

3. Orders

The vendor shall confirm each order, stating a binding price and delivery period. If Flint does not have the confirmation within five (5) days, Flint shall have the right to rescind the order. Oral agreements shall require mutual written confirmation. The vendor shall not assign the performance of the order to third parties except with Flint's prior written consent.

4. Delivery, delivery period, partial deliveries and performance, contractual penalty

4.1. The vendor shall comply with the agreed delivery deadline. Partial deliveries or partial performance shall require the prior consent of Flint.
4.2. When deliveries of raw materials are made, the number of batches specified in the order shall not be exceeded.
4.3. As soon as the vendor becomes aware that it is unable to fulfil its contractual obligations, in whole or in part, or that it is unable to do so at the proper time, it shall immediately notify Flint thereof in writing, stating the reasons and the likely duration of the delay.
4.4. The vendor shall be obliged, at the proper time, to request the documents to be provided by Flint which are necessary for the implementation of the order.
4.5. Flint shall be entitled to suspend the implementation of the delivery for a reasonable period. In this event, the delivery period shall be extended by the period of the suspension.
4.6. Flint shall be entitled to the payment of a contractual penalty amounting to 0.3% of the net order value for each working day by which the deadline is exceeded, unless the vendor is able to prove that it is not responsible for the delay. The contractual penalty shall be limited to a total of not more than 5% of the net order value. If Flint accepts the services rendered by the vendor as performance, Flint shall reserve the right to claim the contractual penalty. This right need not be expressly reserved and may be asserted at any time until the final payment is made. This shall not affect any more wide-ranging claims for compensation. Irrespective of whether the claims for the contractual penalty and/or compensation are asserted, Flint shall have the right to withdraw from the contract.

5. Quality assurance

5.1. The vendor shall establish and maintain an effective quality assurance system and shall provide evidence thereof to Flint on request. The vendor shall, at Flint's request, use a quality assurance system in accordance with DIN ISO 9000 ff. or of an equivalent nature. Flint shall be entitled to inspect this quality assurance system.
5.2. If the vendor changes the manufacturing process, it shall notify Flint of this in all cases, even if the change has no effect on the specification of the goods to be supplied. The vendor shall inform Flint of the composition and/or origin of the goods supplied, and shall provide proof thereof as soon as Flint requires such information and/or such proof for forwarding to the authorities, public institutions, works medical officer etc.

6. 检验与证书

- 6.1. 富林特应有权检查供应商的工作履行情况。为此，富林特应有权在发出通知后的正常工作时间内进入供应商的工作地点。供应商和富林特应各自承担因检验而产生的费用。
- 6.2. 如果供应商同意进行特殊检验，则应至少提前一周告知检验准备情况，并应与富林特商定检验日期。如果出于供应商的责任，在商定的检验日期之前未准备好合同项目的检验，或者如果合同项目中的缺陷必须进行再次或进一步检验，则供应商应退还富林特由此产生的费用。
- 6.3. 如果供应商必须提供材料证书和/或检验证书，则应承担其费用。交货时必须提供材料证书和/或检验证书。
- 6.4. 检验和证书的提供不应影响富林特的合同或法定购买及担保权利。

7. 风险转移、运输、包装

- 7.1. 关于运输成本和运输风险转移的安排应符合根据《国际贸易术语解释通则 2020》商定的供应条款。交货单和装箱单必须在交货时以一式两份一起交付。供应商编号、订单号、材料名称和材料编号、批号、总重和净重（千克）、包装数量和类型（一次性/可重复使用）以及卸货地点、收货人和货物安装建筑物的详细信息，均应全部列在所有发运文件中和外包装上。每个容器应贴有材料名称、材料编号、批号、生产日期和净重的标签。如果富林特在下订单时对供应商提出相关要求，则供应商必须使用符合 IPPC 标准的托盘。
- 7.2. 根据供应条款，如果双方同意采用富林特不雇佣承运方的交货方式，则应以各自最低的运输成本和运输安全的包装来运输货物。因未遵守任何运输规定或为遵守商定日期而选择任何更快的运输方式，供应商应承担由此产生的任何额外成本。富林特已为该等交付购买了运输保险。富林特不应支付供应商购买的任何其他运输保险。
- 7.3. 供应商应在交货日期当天按照适用法律规定的要求包装、标记和发送危险货物。
- 7.4. 需要因第三国交货而缴纳关税时，应在发货单中注明，并提交所需的海关文件（货运文件、报关单、特惠税证）。

8. 在富林特工厂进行的工作

对于所有在富林特工厂进行的工作，供应商及其分包商应知晓并遵守富林特安全准则。

9. 缺陷投诉

货物验收需要进一步检查和验证，尤其是关于货物完整性和准确性的问题，并根据富林特的适当业务过程，在有可能存在此类问题时尽快检查和验证。富林特应在交货后至少 14 天内将任何外部可见的缺陷通知供应商，并应在发现任何其他缺陷后立即通知供应商。供应商对延迟通知无异议。

6. Inspections, certificates

- 6.1. Flint shall be entitled to inspect the performance of the work by the vendor. For this purpose, Flint shall be entitled to enter the vendor's works during normal business hours after notification. The vendor and Flint shall each bear the expenses incurred by them as a result of the inspection.
- 6.2. If special inspections are agreed, the vendor shall notify its readiness for the inspection at least one week in advance and shall agree upon an inspection date with Flint. If, for reasons for which the vendor is responsible, the contractual item is not ready for inspection by the agreed inspection date or if defects in the contractual item make repeated or further inspections necessary, the vendor shall refund the expenses incurred by Flint in this respect.
- 6.3. If the vendor has to provide material certificates and/or inspection certificates, it shall bear the costs thereof. The material certificates and/or inspection certificates must be provided at the time of delivery.
- 6.4. Inspections and the provision of certificates shall not affect Flint's contractual or statutory purchase and guarantee rights.

7. Passing of risk, shipment, packaging

- 7.1. The arrangements with regard to the cost and passing of risk on shipment shall comply with the agreed terms of supply in accordance with the Incoterms (2020). The delivery note and packing slip must accompany the delivery in duplicate. The vendor number, order number, material designation and material number, batch number, gross and net weight in kilos, quantity and type of packaging (disposable/reusable) and details of the place of discharge, recipient of the goods and the building where they are to be installed shall be listed in full in all dispatch documents and on the external packaging. Individual containers are to be labelled with the material designation, material number, batch number, date of manufacture and net weight. If Flint so requests of the vendor when ordering, the vendor must use pallets that comply with the IPPC standard.
- 7.2. If, in accordance with the terms of supply, a type of delivery is agreed in which Flint does not engage the carrier, the shipment shall be sent at the lowest respective transport cost with packaging which is secure for shipment. The vendor shall bear any additional costs resulting from a failure to comply with any shipment provision or resulting from any more rapid transport in order to comply with the agreed date. Flint has taken out transportation insurance for such deliveries. Any additional transportation insurance taken out by the vendor shall not be paid for by Flint.
- 7.3. The vendor shall package, mark and dispatch hazardous goods in accordance with the requirements of the legal provisions applicable on the date of delivery.
- 7.4. When duty is payable on third country deliveries, this shall be noted in the dispatch papers and the customs documents necessary for this purpose (freight papers, customs declaration, preference certificates) shall be submitted.

8. Work undertaken on site at Flint

For all work undertaken on site at Flint, Flint's safety guidelines shall be notified to and complied with by the vendor and its subcontractors.

9. Complaints about defects

The acceptance of the goods is subject to further inspection and verification, in particular with respect to completeness and accuracy so far as and as soon as such are possible according to due course of business at Flint. Flint shall notify the vendor of any externally visible defects no later than 14 days after delivery and shall notify any other defects immediately after they are discovered. Vendor waives on an objection of delayed notification.

10. 发生缺陷时的权利与产品责任

- 10.1. 供应商应负责货物和服务无缺陷，并保证其具有应有的性能。供应商尤其保证其货物和服务符合目前工艺水平，符合主管当局和技术协会制定的公认技术与工业医疗安全规定，遵守相关法律规定。所提供的机械、仪器或设备必须符合执行合同之日生效的有关机械、仪器和设备的特殊安全规定要求，并且必须带有 CE 标志。供应商保证货物符合第 1907/2006 号欧盟法规 (REACH) 《化学品注册、评估、许可和限制》。
- 10.2. 如果在法定的缺陷索赔期限内发现缺陷，则应假设此缺陷在风险转移时已经存在，除非该假设与缺陷性质不一致。如有缺陷，富林特应有权要求后续履约，例如用所需的无缺陷货物来替换已交付货物或按照法定规定进行补救，由富林特选择后续履约的性质。供应商应承担后续履约所需费用。后续履约时，供应商应遵循富林特的操作要求。如果后续履约没有在合理期限内进行，或者没有成功，或者无需设定截止日期，富林特应有权主张法令规定的附加权利（如果出现缺陷），例如但不限于降低购买价格或撤销合同。在所有情况下，富林特都可要求损害赔偿或支出补偿。富林特从任何担保中获得的权利应不受影响。
- 10.3. 如果供应商未能在已设合理期限内履行其后续履约义务，且供应商无权拒绝后续履约，则富林特应有权自行弥补缺陷或使第三方弥补缺陷，费用与风险由供应商承担。富林特应有权要求供应商预先支付补救缺陷所需支出。
- 10.4. 供应商应使富林特免于因非合同产品责任引起的任何第三方索赔，这些索赔归因于供应商所提供货物的缺陷。
- 10.5. 供应商应赔偿富林特因避免非合同产品责任引起的索赔而必须采取的预防措施而产生的支出与费用，例如，根据责任性质和范围，通过公开警告或召回运动来预防索赔。采取此类措施时，富林特应立即通知供应商。

11. 保险

- 11.1. 供应商应就其自身或其代表/代理人应承担的损失自费足额购买责任保险。每次损失的承保水平应按要求向富林特披露。供应商的合同或法律责任不应受其保险程度和水平的影响。
- 11.2. 富林特应确保供应商租借给它的任何物品免遭火灾和爆炸损坏。
- 11.3. 供应商应立即就其为所提供服务的任何保险告知富林特，特别是安装工程一切险、建筑工程一切险和/或建筑工程险。

10. Rights in the event of defects, product liability

- 10.1. The vendor shall be responsible for its goods and services being free from defects and for the warranted characteristics being present. The vendor guarantees, in particular, that its goods and services are in accordance with the state of the art, the generally recognized technical and industrial medical safety provisions made by the authorities and technical associations, and that they accord with the relevant legal provisions. If machinery, apparatus or equipment is supplied, it must be in accordance with the requirements of the special safety provisions for machinery, apparatus and equipment in force on the date when the contract is performed and it must have a CE mark. Vendor guarantees that the goods correspond to the European regulations No 1907/2006 (REACH-Regulation) regarding the registration, validation, authorization and limitation of chemicals.
- 10.2. If a defect becomes apparent within the statutory limitation period for claims in respect of defects, it shall be assumed that this defect already existed at the time when risk passed, unless this assumption is inconsistent with the nature of the defect. In the event of defects, Flint shall be entitled to demand subsequent performance such as replacement delivery of required goods free of defects or to remedy in accordance with the statutory provisions, the choice of the nature of the subsequent performance being a matter for Flint. The vendor shall bear the expense necessary for the purpose of subsequent performance. In dealing with the subsequent performance, the vendor shall be guided by Flint's operational requirements. If the subsequent performance has not taken place within a reasonable deadline, or if it has been unsuccessful or if the setting of a deadline was unnecessary, Flint shall be entitled to claim the additional rights provided by statute in the event of defects such as but not limited to reduce the purchase price or withdraw the contract. In all cases, Flint may ask for compensation of damages or compensation of expenditures. Flint's rights arising from any guarantees shall remain unaffected.
- 10.3. If the vendor fails to comply with its obligation of subsequent performance within the reasonable period which has been set and is not entitled to refuse subsequent performance, Flint shall be entitled to remedy the defect itself or have it remedied by third parties at the vendor's cost and risk. Flint shall be entitled to demand an advance payment from the vendor in respect of the expenditure necessary for remedying the defect.
- 10.4. The vendor shall hold Flint harmless from any third party claims arising from non-contractual product liability which are attributable to a fault in the good supplied by the vendor.
- 10.5. The vendor shall reimburse Flint in respect of expenditure and costs incurred by Flint as a result of precautionary measures which are necessary to avert a claim arising from non-contractual product liability, e.g. by means of public warnings or recall campaigns, in accordance with the nature and extent thereof. Flint shall immediately notify the vendor when such measures are being carried out.

11. Insurance

- 11.1. The vendor shall take out, at its own expense, sufficient liability insurance in respect of losses for which it or its agents or vicarious agents are responsible. The level of cover for each loss shall be disclosed to Flint on request. The contractual or legal liability of the vendor shall remain unaffected by the extent and level of its insurance cover.
- 11.2. Flint shall insure any items lent or leased to it by the vendor against fire and explosion damage.
- 11.3. The vendor shall immediately inform Flint of any insurance it has taken out with regard to the services to be rendered by it, in particular of erection all risks insurance, contractor's all risks insurance and/or builder's risk insurance.

12. 文档与保密

- 12.1. 供应商应在正确的时间以商定的份数向富林特提交所需的计划书、计算资料或其他文档，以遵守合同履约期限。
- 12.2. 富林特公布这些文档不应影响供应商的责任。
- 12.3. 富林特提供给供应商的任何模型、样品、图纸和其他文件应是并始终是富林特的财产，并应视为机密信息。供应商应对这些信息保密，对与合同合作相关的富林特运营和业务流程的所有其他知识保密，并应遵守富林特的版权。这些文档仅用于合同约定。
- 12.4. 供应商根据富林特特定数据准备的任何文档均可使用，不受富林特出于合同目的的限制。供应商应仅能出于合同目的使用这些文档，未经富林特的同意，不得将其提供给第三方。
- 12.5. 如果富林特要求移交这些文档或者开展工作不再需要这些文档，则供应商应向富林特移交所有富林特提供的文档，以及供应商根据富林特特定数据准备的文档及其副本或复印件。

13. 发票与支付

- 13.1. 富林特的完整订单号和供应商的交货单号必须在发票上注明。发票必须与订单上的详细信息一致，包括货物名称、价格、数量、项目订单和项目编号。
- 13.2. 向富林特开具的交货或其他服务的发票必须符合（对交货或其他服务征收增值税/营业税/流转税的）国家适用增值税/营业税/流转税法中规定的发票规定。如果发票不符合此要求，富林特应有权拒收此类发票。
- 13.3. 根据上述要求，付款截止日期应从富林特财务部收到发票之日开始计算，或者，如果使用了贷记凭证程序，则从记录的收货之日开始计算。付款应取决于交付或服务的正确性。
- 13.4. 付款不应表示对条款、条件和价格的任何认可，也不应在货物有缺陷时对富林特的权利产生任何影响。

14. 侵犯知识产权的行为

供应商应确保富林特不因按照合同使用货物和服务而侵犯第三方的产权。对于第三方以侵犯知识产权为由向富林特提出的所有索赔，供应商应予以赔偿并使其免受损失。富林特为避免或纠正任何侵犯知识产权的行为而产生的任何许可费、开支或费用均由供应商承担。在可能的情况下，应富林特的书面要求，供应商应接管第三方因富林特按照合同使用货物和服务而侵犯第三方任何权利，特别是专利、商标、版权和其他知识产权而针对富林特提出的任何索赔。

12. Documents, secrecy

- 12.1. The vendor shall submit the required plans, calculations or other documents to Flint in the agreed number of copies at the correct time in such a manner that the contractual performance deadlines can be complied with.
- 12.2. The release of the documents by Flint shall not affect the vendor's responsibility.
- 12.3. Any models, samples, drawings and other documents which Flint makes available to the vendor shall be and remain the property of Flint and shall be deemed to be confidential information. The vendor shall keep them secret, as well as all other knowledge of Flint's operational and business processes acquired in connection with the contractual cooperation, and shall comply with Flint's copyright. The documents shall only be used for the contractually agreed purpose.
- 12.4. Any documents prepared by the vendor in accordance with particular data from Flint may be used without restriction by Flint for the contractual purposes. The vendor shall also only use these documents for the contractual purposes and shall not make them available to third parties without Flint's consent.
- 12.5. The vendor shall hand over to Flint all documents supplied to it, as well as documents prepared by it in accordance with particular data from Flint, together with copies or duplicates, if Flint requires them to be handed over or if the documents are no longer required for the purpose of carrying out the work.

13. Invoice, payment

- 13.1. Flint's full order number and the vendor's delivery note number must be stated on the invoice. Invoices must be in accordance with the details in the order with regard to the designation of the goods, price, quantities, order of the items and item numbers.
- 13.2. Invoices for deliveries or other services to be issued and sent to Flint have to be in accordance with the provisions for invoices as set forth in the applicable value added tax / sales tax / turnover tax regulations of the state whose value added tax / sales tax / turnover tax is imposed on the deliveries or other services charged. In case that the invoices do not meet such requirements, Flint shall have the right to reject such invoices.
- 13.3. Payment deadlines shall run from the date on which the invoice, in accordance with the above requirements, is received at Flint's Accounts Department, or, if the credit note procedure is used, from the date on which the receipt of the goods is recorded. Payment shall be conditional upon the delivery or service being found to be correct.
- 13.4. Payment shall not mean any acknowledgement of terms and conditions and prices and shall not have any effect upon Flint's rights in the event of defects.

14. Infringement of intellectual property rights

The vendor shall ensure that no third party property rights are infringed by Flint as a result of use of the goods and services in accordance with the contract. The vendor shall indemnify and hold Flint harmless from all claims made by third parties against Flint on the grounds of infringement of intellectual property rights. Any licence fees, expenditure or costs incurred by Flint in order to avoid or to rectify any infringements of intellectual property rights shall be borne by the vendor. Where possible, upon Flint's written request vendor shall take over any claims of third parties directed against Flint in connection with the violation of any rights of third parties, in particular patents, trademarks, copyrights and other intellectual property rights, resulting from the Flint's use of the goods and services in accordance with the contract.

15. 合规性与可持续性

- 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安全、环境保护、劳工和人权基本标准以及负责的公司治理制度。
- 15.2. 富林特希望供应商始终遵守**富林特供应商行为准则**中的原则，该准则可通过以下链接阅读：<https://flintgrp.com/en/codeofconduct/>
- 15.3. 供应商应确保在任何时候，(i) 拥有并保持履行合同关系义务所需的所有许可、批准、授权、同意和允许；(ii) 所有**产品和/或服务均符合所有适用法律**和法规（根据产品/服务的预期用途）；以及 (iii) 在处理个人数据的范围内，应遵守**《通用数据保护条例》(EU 2016/679)** 或与个人数据处理有关的同等适用法律规定的义务。
- 15.4. 依照本合同关系，供应商有责任遵守与其活动相关的所有**适用法律、法规、规章和行政要求**，包括管理跨境销售、进口、储存、运输、产品转让、经济制裁和出口管制方面的所有适用法律、法规、规章和行政要求。前述内容明确包括所有适用的反贿赂和反腐败行为法律，包括但不限于适用于供应商的《2010 反贿赂法案》（英国）、美国《反海外腐败法》（1977）以及任何其他反贿赂、反腐败、反商业贿赂、防止洗钱或资助恐怖主义分子的法律。前述内容还包括所有适用的出口管制和经济制裁法律。供应商不得采取任何行动，使富林特受到上述法律、法规、规章或行政要求的处罚，包括美国、英国、欧盟和供应商运营所在的国家/地区的法律、法规、规章或行政要求。

16. 宣传

未经富林特事先书面同意，供应商不得提及现有的业务关系。

17. 一般规定

- 17.1. 合同关系应遵守中华人民共和国的法律，但中华人民共和国的国际私法和《联合国国际货物销售合同公约》第 11.4.1980 条除外。
- 17.2. 根据富林特的选择，管辖权审判地应为富林特的注册地或供应商所在地的一般管辖权法院。
- 17.3. 除非强制性法律另有要求，否则英语应为“合同语言”，并且只能为方便供应商而提供任何翻译。如果解释的内容不同，则合同语言的版本应具法律约束力。
- 17.4. 如果合同规定和/或本一般采购条件全部或部分无效，则其余规定的有效性应在此不受影响。

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15. Compliance, 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.
- 15.2. Flint expects the vendor complies at all times with the principles contained in the **Flint Supplier Code of Conduct**, which is available at <https://flintgrp.com/en/codeofconduct/>
- 15.3. The vendor 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 **products and/or services are in compliance with all applicable laws** and regulations relevant for the intended use of the products/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 equivalent applicable legislation relating to the processing of personal data.
- 15.4. The vendor is responsible for compliance 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, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the vendor. The foregoing also includes all applicable export control and economic sanctions laws. The vendor shall take no action which would subject Flint to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, the European Union and in the countries where the vendor operates.

16. Publicity

The vendor shall not publicly refer to the existing business relations without Flint's prior written consent.

17. General Provisions

- 17.1. The contractual relationship shall be subject to the law of the People's Republic of China to the exclusion of the international private law of the People's Republic of China and the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980.
- 17.2. At Flint's option, the venue for jurisdiction shall be either Flint's registered seat or the vendor's general venue for jurisdiction.
- 17.3. Unless mandatory laws require otherwise, the English language shall be considered as the "Contract Language" and any translation is merely provided for vendor's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.
- 17.4. If a provision of the contract and/or these General Conditions of Purchase is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

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