

## GENERAL SALES CONDITIONS OF RAFLATAC GROUP FOR LABELSTOCK , GRAPHIC MATERIAL AND STATIONARY PRODUCTS AND SERVICES

### 芬欧蓝泰集团关于标签、标识材料及固态产品及服务的销售一般条款

#### 1 APPLICABILITY OF GENERAL SALES CONDITIONS

##### 销售一般条款的适用

- 1.1 These general conditions shall apply to all contracts, sales agreements and arrangements governing sales relationships between UPM Raflatac Oy and/or its Affiliates (hereinafter referred to as the "Supplier") and Purchaser of products and services ("Sale Agreements" or "Sales Agreement"). All capitalised terms used in these General Sales Conditions and in any of the Sale Agreements shall have the meanings specified for such Conditions in the Sale Agreement in question or section 15 ("Definitions") or in text of these General Sales Conditions.

本一般条款适用于芬欧汇川蓝泰集团及/ 或其关联公司(下称“ 供应商” )与产品及服务采购方之间签订的所有合同·销售协议及适用于销售关系的所有安排(下称“ 销售协议” )。在销售一般条款及任何销售协议中使用的大写条款须在相关销售协议中定义或参见第 15 部分(“ 定义” )或根据销售一般条款上下文解释。

#### 2 VALIDITY OF OFFERS AND ACCEPTANCE OF ORDERS

##### 要约的有效性 & 订单接受

- 2.1 By issuing a purchase order for the Products or accepting an offer from the Supplier, the Purchaser expressly agrees and accepts that these General Sales Conditions govern the transaction and purchase relationship of the Parties relating to the Products.

当采购方发出产品采购订单或接受供应商的订单要约时, 采购方已明确同意及接受本销售一般条款适用于双方产品采购交易及采购关系

- 2.2 Any offers or quotation issued by Supplier shall be valid for the period defined in such offer or quotation, or if such period has not been defined, for a period of fourteen (14) days. Any order of the Purchaser shall become

binding upon the Supplier only when accepted in writing. The Purchaser shall not be entitled to revoke or cancel any order after such order has reached the Supplier, unless the Supplier has agreed in writing to such cancellation and has received from the Purchaser a written undertaking to pay all costs, charges and expenses incurred in respect thereof.

任何由供应商发出的要约或报价的有效期按照该要约或报价中的规定, 或如果未作明确约定, 有效期一般为十四 (14) 天。只有当采购方书面确认的订单对供应商具有约束力。当供应商收到订单后, 采购方不得撤销或取消该订单, 除非供应商书面同意该取消并收到采购方关于承担该取消的一切费用及支出的承诺。

#### 3 DELIVERY

##### 交付

- 3.1 The delivery or deliveries shall be made at the time agreed upon between the Parties in the Sales Agreement, provided always that suitable means of transportation are available at that time. Each delivery under the Sales Agreement shall be considered a separate contract, and default on one or more deliveries shall not invalidate the balance of the contract except as otherwise provided hereunder.

在获得合适的交通工具之条件下, 供应商须按照销售协议约定的时间进行交付。销售协议下的每一个交付都构成独立的合同, 除非另有约定, 一个或多个交付的违约不影响合同的效力。

- 3.2 The term of delivery shall be separately agreed upon between the Parties. In failure of such an agreement, the term of delivery shall be Free Carrier (FCA) Supplier's factory (Incoterms, 2020).

交付条件由协议双方另行约定。若双方未约定的, 则交付条件为货交承运人(FCA) 供应商工厂 (2020 Incoterms)

- 3.3 The risk of Products shall in regard to Products shipped on board a seagoing vessel pass to the Purchaser in

accordance with the International Rules for the Interpretation of Trade Terms (Incoterms, 2020) of the International Chamber of Commerce. The risk of Products in regard to deliveries made by multimodal transport or by modes of transport other than seagoing vessel, shall as well pass on to the Purchaser in accordance with Incoterms, 2020.

按照国际商会对国际贸易术语(2020 Incoterms)的解释，产品风险自产品在运输货船上装载完后起转移给采购方。根据 2020 Incoterms 规定，除运输货船外，在多联或多种运输方式情况下，产品风险自交付第一承运人起转移给采购方。

- 3.4 Should delay in delivery be caused by grounds other than those mentioned in section 12, the Parties shall fix an additional period of time of reasonable length for delivery.

若除第 12 条外的原因造成延迟交付的，双方须另行商定合理的延长交付时间。

- 3.5 Each single delivery shall be considered to have been completed in accordance with the Sales Agreement when the quantity delivered against each separate item of the delivery neither exceeds nor falls short of the contractual quantity by more than the limit of tolerance defined in the UPM Raflatac Specifications for Quantities, Dimensions and Packaging.

当交付的产品数量符合合同约定或在芬欧蓝泰数量、尺寸及包装规格要求中的增减幅度内，该批交付视为已经按照销售协议完成。

- 3.6 Should delay in delivery be caused by the Purchaser's failure to accept delivery or take any other measures in accordance with its contractual obligations in regard to the delivery, the Supplier shall be entitled to arrange for the storage of the Products at the risk and cost of the Purchaser. When the delay is caused by the Purchaser, it shall nevertheless make any payment conditional on delivery as if the Products had been delivered. Unless the failure of the Purchaser is due to circumstances stated in section 12 hereunder, the Supplier shall be entitled to cancel the Sales Agreement in regard to undelivered Products and to claim damages.

若由于采购方无法按合同约定接受产品或采取其他措施造成延迟交付的，供应商有权自行安排仓储，但采购方承担产品的风险及相关费用。采购方原因造成的延迟交付，采购方须仍按合同支付货款，视为产品已

经交付。除非采购方遭受第 12 条中的情形，否则供应商就上述情形有权解除销售协议，并提出赔偿要求。

## 4 PRICE

### 价格

- 4.1 Should, after a Sales Agreement has been entered into, export and import duties, customs charges, taxes on export, import and delivery or similar charges increase as a result of decisions made by authorities, or if new duties, taxes and charges are introduced and implemented in respect of the relevant Products or their conveyance, or there is an increase of raw material cost of the Products, the price may be revised accordingly by Supplier. Price for the Products shall be the price valid at dispatch date or order confirmation date, as prevailing at the time.

在销售协议订立后，若由于政府部门作出的决定而使进出口关税、报关费、出口、进口和交付税收或类似费用增加，或者如对相关产品或其运输出台和实施新的关税、税收和费用，或产品的原材料成本增加，则供应商可对价格作相应调整。调整价格在产品发送之日或订单确认之日生效，以先发生之日为准。

## 5 PAYMENT

### 付款

- 5.1 Payment shall be made in accordance with the term of payment and at the time or times agreed upon in the Sales Agreement. In failure of such an agreement, the term of payment shall be fifteen (15) days net from the date of invoice.

付款应按照付款期限和销售协议中约定的时间进行。若双方未约定的，则付款期限为自开票日起的十五(15)天内。

- 5.2 If the Purchaser defaults in making any payment on the date agreed upon in the Sales Agreement, the Supplier shall be entitled to charge interest on the amount overdue starting from the date of invoice until the invoice has been paid in full. The effective rate shall be stated on the invoice.

如果采购方未按销售协议中约定的日期付款，则供应商有权自开票日起对逾期款项收取利息，直到发票全额支付为止。有效利率应在发票上注明。

- 5.3 If the Purchaser is in default of payment and the delay is not attributable to errors by the transferring banks, the Supplier has the right, in addition to all other remedies, to cancel the entire Sales Agreement with effect fourteen (14) days after giving notice if the payment has still not reached him.

如果采购方未付款，并且该延迟不能归责于转账银行的错误，则除了所有其他补救措施之外，供应商还有权取消整个销售协议，在款项仍未到账的情况下在发出通知后十四（14）天后生效。

- 5.4 Should the Purchaser be in default in making a payment due under the Sales Agreement, the Supplier shall have the right to withhold deliveries due to the Purchaser under the Sales Agreement and under all other Sales Agreements made between them until such payment is received by the Supplier. The Purchaser shall not be entitled to any contractual remedies on account of delay in delivery caused by the exercise of the aforesaid withholding right.

若采购方未支付销售协议项下到期的款项，则供应商应有权拒绝交付销售协议及双方之间所有其他销售协议项下应交付给采购方的货物，直到收到该付款为止。因行使上述拒绝权而造成的延迟交付，采购方无权享有任何合同补救措施。

- 5.5 Should the Purchaser or the Supplier become insolvent, go into liquidation, have a receiver appointed or be declared bankrupt, or otherwise is found to be in such a financial position that it may reasonably be assumed that he will not be able to fulfil his obligations, the other Party shall have the right to cancel the Sales Agreement if the first Party has not within ten (10) days after giving notice furnished a satisfactory guarantee for his fulfilment of the Sales Agreement.

若采购方或供应商资不抵债、进入清算、被委任了接收人或被宣告破产，或者被认定处于某种使其被合理地假定将无法履行其义务的财务状况下，则另一方应在该方未在发出通知后十（10）天内提供令人满意的履行销售协议的保证的情况下取消销售协议。

## 6 QUALITY OF PRODUCTS

### 产品质量

- 6.1 The Products are at the moment of delivery free from defects in material and workmanship and shall comply with all specifications expressly agreed in writing in the

Sales Agreement to be applicable to the sale. No warranty, express or arising by operation of law or trade usage or otherwise implied, including without limitation the warranty of merchantability and the warranty of fitness, shall exist. All such warranties are hereby disclaimed by the Supplier and waived by the Purchaser. There are no warranties which extend beyond those expressly given herein. Purchaser must make its own qualification and suitability testing before using Supplier's Products as the suitability of Supplier's Products in Purchaser's own or its customer's products is solely on Purchaser's responsibility.

产品在交付时没有材料和工艺上的缺陷，并应符合销售协议中书面明确约定的适用于销售的所有规格。不存在明示的或依照法律或贸易惯例产生的或以其他方式暗示的保证，包括但不限于适销性和适合性的保证。供应商在此否认、且采购方在此放弃所有此类保证。除本文明确给出的保证以外，无任何其他其他的保证。在使用供应商的产品之前，采购方必须自己进行资质和适用性测试，因为供应商的产品在采购方自己或其客户产品中的适用性完全由采购方负责。

- 6.2 The Purchaser shall check the quality of delivered Products upon receipt. If the quality is not in accordance with the quality contracted for, then the Purchaser has to inform the Supplier in writing immediately.

采购方应在收货时检查交付产品的质量。如果质量不符合合同质量，则采购方必须立即书面通知供应商。

- 6.3 Claims for defects of quality shall be made by the Purchaser as soon as the defect is discovered, but at the latest within three (3) months from the time the Products are discharged at the place of the Purchaser's warehouse.

质量缺陷的索赔应在发现缺陷后立即由采购方提出，但最晚不迟于产品在采购方仓库卸货时起三（3）个月。

- 6.4 When giving notice of claim, the Purchaser must identify the Products clearly and state fully the facts on when and how such defects have been discovered. Upon discovery of a defect, the Purchaser shall take all reasonable measures to prevent or limit any damage that may result from such a defect.

在发出索赔通知时，采购方必须明确确定产品，并充分说明发现该等缺陷的时间和方式。在发现缺陷后，

采购方应采取一切合理的措施，以防止或限制因该缺陷而可能造成的任何损坏。

- 6.5 The Purchaser shall whenever considered necessary by the Supplier allow the inspection of the whole delivery including the defective Products as well as non-defective Products by the Supplier or its representative. In case inspection of the whole delivery is not possible, the liability of the Supplier shall not exceed the invoice value of the defective Products that the Supplier has had the possibility to inspect.

采购方应在供应商认为必要时，允许供应商或其代表检查全部交付产品，包括缺陷产品和无缺陷产品。如果不可能对全部交付产品进行检查，则供应商的责任不应超过供应商有可能检查的缺陷产品的发票价值。

- 6.6 The Purchaser shall bear the burden of proof for the defects of Products.

采购方应承担产品缺陷的举证责任。

## 7 LIMITATION OF LIABILITY

### 责任限制

- 7.1 Defective Products shall be replaced by Products of agreed quality as soon as possible. The replacement shall be carried out by the Supplier without cost to the Purchaser. The Parties may alternatively agree upon a price reduction or a reimbursement of the price paid in order to compensate the Purchaser for the difference in the value of Products of agreed quality and defective Products. The liability of the Supplier shall not apply to defects due to causes arising after the risk of Products has passed on the Purchaser. Replacement of defective Products or a price reduction shall exclude any other remedies of the Purchaser pertaining to inferior quality of the Products delivered. Defective Products replaced or reimbursed as aforesaid shall upon request of the Supplier be placed at the disposal of or returned to the Supplier.

缺陷产品应尽快更换为约定质量的产品。更换应由供应商在不向采购方收取费用的情况下进行。双方可另行协商降价或偿还所支付的价格，以向采购方补偿约定质量的产品与缺陷产品之间的价值差异。供应商的责任不适用于因产品风险转移给采购方后产生的原因所造成的缺陷。缺陷产品的更换或降价不包括采购方就所交付产品的次等质量所享有的任何其他补救措施。

如上更换或偿还的缺陷产品应在供应商要求下供供应商处置或退还供应商。

- 7.2 The Supplier shall in no circumstances be liable for any indirect, consequential, incidental or punitive damages or losses incurred by the Purchaser in connection with the Products or the Sales Agreement including but not limited to loss of profits, revenue, production or goodwill.

对于采购方就产品或销售协议所发生的任何间接的、后果性的、附带的或惩罚性的损害或损失，包括但不限于利润、收入、产量或商誉损失，供应商在任何情况下均不负责。

- 7.3 In the event of the Supplier being liable in damages under any Sales Agreement, the damages shall be limited to (i) any proven direct damages (but excluding loss of revenues or profits) incurred by the Purchaser up to the amount equal to the purchase price of the Products giving rise to such claim or (ii) to 10,000 euros if the liability is not arising from or relating to a Product. The Purchaser shall use its best endeavours to mitigate the damages arising in relation to any claim which the Purchaser may bring against the Supplier under or in connection with any Sales Agreement.

如果供应商对任何销售协议项下的损害承担责任，则损害赔偿金应限于 (i) 采购方发生的任何已被证实的直接损害（但不包括收入或利润损失），最高相当于引起该索赔之产品的购买价格的金额，或者 (ii) 如果责任非因产品产生或与产品相关，则为 10000 欧元。采购方应尽其最大努力减轻采购方在任何销售协议项下或就任何销售协议向供应商提起的任何索赔所引起的损害。

- 7.4 In the event that the Supplier can prove that the specification provided by the Purchaser has been duly complied with, no liability for damages exists.

如果供应商能够证明采购方提供的规格已得到适当的遵循，则不存在损害赔偿责任。

- 7.5 If one Party alleges a breach of Sales Agreement by the other Party, he must take all necessary and reasonable measures to mitigate the loss.

如果一方声称另一方违反销售协议，则该方必须采取一切必要和合理的措施减轻损失。

- 7.6 The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way effect the full right to require such performance at any time thereafter. Nor shall the waiver by either Party of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

任何一方在任何时候未要求另一方履行本文的任何规定，不应以任何方式影响在以后任何时候要求该履行的充分权利。任何一方对本文任何规定的违反行为的豁免，也不应被视为对该规定的任何后续违反行为的豁免或对该规定本身的放弃。

## 8 PRODUCT LIABILITY 产品责任

- 8.1 Should either Party receive a product liability claim concerning the contractual Products, he shall inform the other Party in writing immediately.

如果任何一方收到有关合同产品的产品责任索赔，该方应立即书面通知另一方。

- 8.2 In the case of damage caused by harmful inherent vices of the Products or information, instruction or advice given hereto, the Supplier shall be liable to the Purchaser only for personal injury, damage to the property or damage to products of which the Products constitute a part, and only if it is proven that such damage was caused by intent or gross misconduct by the Supplier or someone the Supplier is responsible for.

如果产品的有害的内在缺陷或本文所提供的信息、指示或建议造成损害，则供应商应仅就产品作为一部分所造成的人身伤害、财产损害或产品损害负责，并且只有在证明该损害是由供应商或供应商负有责任的人员的意图或重大不当行为造成的情况下才负责。

- 8.3 When the Products have been delivered subject to drawings, materials, models, specifications or other instructions by the Purchaser, the Purchaser is responsible for damages to which end customers and the Supplier are entitled as a result of such instructions.

当产品已按照采购方的图纸、材料、型号、规格或其他指示交付时，采购方应就最终客户和供应商因该等指示而有权获得的损害赔偿负责。

- 8.4 Should the Supplier or the Purchaser pay compensation to a third Party suffering damage for damages that the Party in question is not liable for according to subsections 8.2 and 8.3, the Party who has paid the compensation is entitled to a claim of recourse from the other Party.

若供应商或采购方向遭受损害的第三方就涉事方根据第 8.2 和 8.3 款不应承担责任的损害作出赔偿，则已支付赔偿的一方有权向另一方提出追索赔偿。

## 9 OWNERSHIP AND OTHER RIGHTS TO INTELLECTUAL PROPERTY

### 知识产权的所有权和其他权利

- 9.1 The delivery of the Products under any Sales Agreement and/or under the General Sales Terms shall not be construed as granting any express or implied rights or licenses to Supplier's Intellectual Property. Each Party retains ownership and other rights to any Intellectual Property owned or used by the respective Party at the time of entering into the Sales Agreement as well as to Intellectual Property created by the respective Party in connection with the fulfilment of the Sales Agreement.

任何销售协议和/或销售一般条款项下的产品交付，不应被解释为授予供应商知识产权的任何明示或暗示的权利或许可。各方在订立销售协议时，保留各方拥有或使用的任何知识产权以及各方就销售协议的履行所创建的知识产权的所有权和其他权利。

## 10 DATA PROTECTION 数据保护

- 10.1 The data necessary for Sales Agreement fulfilment is collected and processed in compliance with appropriate legal requirements. The Parties acknowledge and agree that each Party is acting independently as a data controller with respect of such personal data that is needed for the fulfilment of the Sales Agreement, and each Party uses own decision-making power and exercises control over the purposes of and manners in which such data is being processed. For further information on UPM's personal data processing practices, see <https://privacy.upm.com/>.

销售协议履行所需的数据按照适当的法律要求予以收集及处理。双方确认及同意任何一方对履行销售协议所需的个人数据充当独立的数据控制者。任何一方有权自行决定处理这些数据的目的及方法。为进一步了解UPM个人数据处理管理，可登入 <https://privacy.upm.com/>。

## 11 COMPLIANCE 合规

**11.1** Purchaser warrants that it shall comply with all applicable laws and regulations, among others applicable Sanctions regulations and anti-money laundering legislation as well as best industry practices when performing its obligations under the Agreement or these General Sales Conditions, purchasing and/or utilizing Products from Supplier, or otherwise conducting business with UPM Raflatac Oy and/or its Affiliates. Purchaser warrants that it shall not distribute, or in any way contribute to the distribution of, the Products, directly or indirectly, to the Russian Federation and/or Belarus. The Supplier may refuse to make deliveries if the Supplier has reason to suspect that the Products are distributed to the Russian Federation and/or Belarus. The Supplier expressly reserves the right to also stop any shipment in transit.

采购方保证遵守所有适用的法律和法规，其中包括适用的制裁条例和反洗钱条例，以及履行其在本协议或本销售一般条款下的义务、购买和/或使用供应商的产品、或以其他方式与UPM Raflatac Oy（芬欧蓝泰公司）和/或其关联公司开展业务时的最佳行业惯例。

方保证不直接或间接向俄罗斯联邦和/或白俄罗斯分销或以其他方式协助向此类地点分销产品。如果供应商有理由怀疑产品被分销至俄罗斯联邦和/或白俄罗斯，供应商可拒绝交付。供应商明确保留在运输途中拦截任何货物的权利。

**11.2** Purchaser shall cooperate fully with Supplier in any official or unofficial audit or inspection related to applicable Sanctions regulations.

采购方应在任何与适用的制裁条例相关的官方或非官方审计或检查中充分配合供应商。

**11.3** Further the Purchaser warrants that: (a) it is not a person that is listed on, or owned or controlled by a person listed on, a Sanctions List; and (b) to the best of its knowledge and belief, it does not engage, without

prior authorisation from a competent authority (where permitted), in activities that are prohibited by Sanctions applicable to the Purchaser under the Sales Agreement or otherwise. For the purposes of this section, “ownership” and “control” have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.

采购方进一步保证：(a) 其不是列于制裁名单上或被列于制裁名单上的人拥有或控制的人；及 (b) 尽其所知及所信，未经主管当局事先授权（如获准许），其未参与销售协议项下或以其他方式适用于采购方的制裁所禁止的活动。为本款之目的，“拥有”和“控制”具有适用的制裁或与该等制裁相关的任何官方指导中所赋予的含义。

**11.4** If Purchaser fails to comply with the provisions of this section, Purchaser shall indemnify, defend and hold harmless Supplier and its Affiliates from and against any claim, loss, damage, liability, expense, cost of whatsoever nature arising out of or related to, or connected with any breach of this section by its agent or employees, consultants or customers.

如果采购方未遵守本款之规定，那么对于其代理人或员工、顾问或客户就本款的任何违反所产生或与之相关的任何性质的任何索赔、损失、损害、责任、支出、费用，采购方都应向供应商及其关联公司作出赔偿，为其辩护并使其免受伤害。

## 12 FORCE MAJEURE 不可抗力

**12.1** The Supplier shall not be considered in default if its failure to perform is attributable to any of the circumstances stated herein if they occur after conclusion of the Sales Agreement or when they have occurred before that time, if their effects were not clearly foreseeable before the conclusion and they prevent, hinder or delay the production in which the Purchaser intends to use the Products or the Purchaser's acceptance of the Products or the Supplier's production or delivery by agreed means. The following shall be considered cases of relief (force majeure): industrial and labour disputes and any other circumstances including but not limited to fire; flood; mobilization; war; insurrection; requisition; embargo; blockade; Sanctions, currency restrictions; general shortage of labour, transport, materials, energy and water; obstructions of railways or obstruction of navigation by ice at port of shipment, non-delivery or faulty or delayed delivery by the supplier of raw materials, Acts of God, diseases, pandemics,

epidemics, or other viral outbreaks labour disputes, strikes, acts of governmental agencies, or other commodities, distributed denial of service attacks or other cyber threats and incidents, viruses and other malware and any other circumstance beyond the control of the Supplier whether or not similar to the causes enumerated herein.

如果供应商因本文所载的任何情形未履行协议，且如果这些情形发生在销售协议订立之后，或者在订立前已经发生但其影响在订立前不能明确预见，并且其阻止、妨碍或延误了生产（采购方计划在生产中使用产品）或采购方对产品的验收或供应商以约定的方式进行的生产或交付，则供应商不应被视为违约。以下应视为救济情形（不可抗力）：行业与劳动争议以及任何其他情形，包括但不限于火灾、水灾、调遣、战争、起义、征用、禁运、封锁、制裁、货币限制；劳动力、运输、材料、能源和水的普遍短缺；铁路阻塞或运输港口的冰冻引起的导航阻塞、供应商不交付或者错误或延迟交付原材料、天灾、疾病、流行病、传染病或其他病毒爆发、劳资纠纷、罢工、政府机构的行为，或超出供应商控制范围的其他商品，分布式拒绝服务攻击或其他网络威胁及事件，病毒，其他恶意软件和任何其他情形，无论是否与本文列举的原因相似。

- 12.2** The Supplier shall without delay inform the Purchaser of the intervention and cessation of any of the aforesaid circumstances impeding the performance of the Supplier. If by reason of any aforesaid circumstances the performance of the Supplier under the Sales Agreement within a reasonable time becomes impossible, the Purchaser as well as the Supplier shall be entitled to cancel the Sales Agreement forthwith by written notice. Neither Party shall be entitled to claim damages due to cancellation of the Sales Agreement on the aforesaid grounds.

供应商应立即通知采购方上述任何妨碍供应商履行的情形的干扰和停止。如果由于上述任何情形导致供应商不可能在合理的时间内履行销售协议，则采购方和供应商有权立即以书面通知取消销售协议。因上述理由取消销售协议的，任何一方均无权要求赔偿。

### **13 APPLICABLE LAW AND DISPUTE RESOLUTION** 法律适用和争议解决

- 13.1** The Sales Agreement and these General Sales Conditions shall be governed by and construed in accordance with the laws of Finland. The applicability of CISG is specifically excluded. Any disputes arising out of or relating to the Sales Agreement and these General Sales Conditions will be finally settled by arbitration in Helsinki in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. However, the Supplier is always entitled, at its sole discretion, to make claims for payment of monetary receivables based on the sale of Products or services also in the Courts of the Purchaser's place of business.

销售协议和本销售一般条款应受芬兰法律管辖并按其解释。《国际货物销售合同公约》（CISG）不适用销售协议与本通用条款。任何由销售协议和本销售一般条款引起或与之相关的争议应提交芬兰商会仲裁机构并根据其届时有效的仲裁规则在赫尔辛基进行解决。但是，供应商始终有权自行决定根据产品销售或服务情况向采购方经营所在地法院提出应收款支付索赔。

- 13.2** In case of any discrepancy between the language versions of these General Sales Conditions, the English version shall prevail.

若本销售一般条款的各语言版本之间有任何差异，以英文版本为准。

### **14 RETENTION OF TITLE** 所有权保留

- 14.1** Should delivery have been made before payment of the whole sum payable under the Sales Agreement, the Products delivered shall, to the extent permitted by the law of the country where the Products are situated after delivery, remain the property of the Supplier until such payment has been effected in full. The ownership of the Products includes the right to the Products such as delivered or converted. The Supplier shall be entitled to assign its receivables under the Sales Agreement to any third party.

若销售协议项下应支付的全部款项支付前已进行了交付，那么在交付后产品所在国家的法律允许的范围

内，已交付的产品应仍为供应商的财产，直到该款项全额支付。产品的所有权包括产品的权利，如交付或转换。供应商有权向任何第三方转让其在销售协议项下的应收款项。

## 15 DEFINITIONS

### 定义

The following capitalized terms used in these General Sales Conditions and Sales Agreement shall have the following meanings:

本销售一般条款和销售协议中使用的以下大写词语具有以下含义：

"Affiliate" shall mean any entity controlling, controlled by or under the common control with a Party.

“关联公司”指控制一方、被一方控制或与一方处于共同控制之下的任何实体。

"Appendices" shall mean the appendices to the Sales Agreement as amended from time to time by the Parties as well as these General Sales Conditions.

“附件”指双方不时修订的销售协议的附件以及本销售一般条款。

"Delivery Date" shall mean the date when the Products are due to be delivered to the Purchaser pursuant to Incoterms 2020 delivery term agreed in any Sales Agreement.

“交付日期”指依照任何销售协议中约定的《2020年国际贸易术语解释通则》的交付条款应向采购方交付产品的日期。

"Force Majeure" shall have the meaning set forth in section 12 of these General Sales Conditions.

“不可抗力”具有本销售一般条款第12条所载的含义。

"General Sales Conditions" shall mean these General Sales Conditions of UPM Raflatac group for products and services.

“销售一般条款”指芬欧蓝泰集团就产品和服务制定的本销售一般条款。

"Intellectual Property" shall mean any patents, utility models, designs, copyrights, trademarks, trade names, inventions, trade secrets, know-how and any other industrial or intellectual property rights, and applications thereof.

“知识产权”指任何专利、实用新型、设计、版权、商标、商号、发明、商业秘密、专有技术和任何其他行业或知识产权及其申请。

"Party" shall mean the Supplier or the Purchaser.

“一方”指供应商或采购方。

"Parties" shall mean the Supplier and the Purchaser.

“双方”指供应商和采购方。

"Products" shall mean the products and services to be provided by the Supplier to the Purchaser as specified in any Sales Agreement.

“产品”指供应商按任何销售协议的规定向采购方提供的产品和服务。

"Purchaser" shall mean the legal entity as specified in the Sales Agreement purchasing the Products or services from the Supplier.

“采购方”指销售协议中规定的向供应商购买产品或服务的法人实体。

"Sales Agreement" or "Agreement" shall mean the written or oral sale and purchase agreement or order of the Purchaser which is confirmed by the Supplier for the delivery of the Products entered into between the Supplier and the Purchaser, including its Appendices and these General Sales Conditions.

“销售协议”或“协议”指供应商和采购方订立的书面或口头的销售和采购协议或供应商就产品的交付而确认的采购方的订单，包括其附件和本销售一般条款。

"Sanctions" shall mean economic or financial sanctions or trade embargos or other equivalent restrictive measures imposed, administered or enforced from time to time by the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to the Sales Agreement.

“制裁”指欧盟、欧盟其他成员国政府、联合国安理会、美国政府或机构（包括海外资产控制办公室（OFAC）、美国国务院、美国商务部和美国财政部）或与销售协议相关的任何其他国家的同等监管机构不时施加、管理或执行的经济或金融制裁或贸易禁运或其他等效的限制措施。

"Sanctions List" shall mean any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.

“制裁名单”指就制裁而不时修订、补充或替换的特别指定的国民或人员或实体（或等同物）的任何名单。

"Supplier" shall mean UPM Raflatac Oy or any of its Affiliates mentioned in the respective order confirmation.



“供应商”指芬欧蓝泰集团或相关订单确认函中提及的其任何关联公司。