GENERAL TERMS AND CONDITIONS **WAREHOUSING SERVICES AGREEMENT** **SIBUR INTERNATIONAL TRADING (SHANGHAI) CO., LTD.**	一般条款和条件 仓储服务协议 西布尔国际贸易（上海）有限公司

VERSION	**3.0**	版本	**3.0**
VALID FROM	**01.09.2026**	生效日期	**01.09.2026**

Preamble:	**序言：**
These General Terms and Conditions on WAREHOUSING SERVICES AGREEMENT (hereinafter referred to as “WAREHOUSING GTC”) shall constitute an integral part of any Warehousing Agreement executed between SIBUR INTERNATIONAL TRADING (SHANGHAI) CO., LTD. (“CUSTOMER”) and the SERVICE PROVIDER. The WAREHOUSING GTC may be amended, revised, restated or supplemented by SIBUR INTERNATIONAL TRADING (SHANGHAI) CO., LTD from time to time. The SERVICE PROVIDER is fully aware of and acknowledges that, according to the Article 496 of the Civil Code of the People's Republic of China, it shall adhere to the WAREHOUSING GTC. The Parties agree the terms of a Warehousing Agreement, made by some other method than adhesion, shall be governed by these WAREHOUSING GTC and no other terms, including, for the avoidance of any doubt, any of the SERVICE PROVIDER's standard terms, shall apply to any such Agreement.	本仓储服务协议的一般条款和条件（以下简称 "《仓储服务条款》"）构成西布尔国际贸易（上海）有限公司（以下简称 "客户"）与服务供应商之间签署的任何《仓储协议》的组成部分。 西布尔国际贸易（上海）有限公司可随时对《仓储服务条款》 进行修改、修订、重述或补充。 服务供应商完全知悉并确认，根据《中华人民共和国民法典》第 496 条之规定，其应遵守《仓储服务条款》。 双方同意，以其他方式而非附合方式达成的《仓储协议》条款应受本 《仓储服务条款》 的管辖，且任何其他条款（为避免任何疑问，包括服务供应商的任何标准条款）均不适用于任何此类协议。
The WAREHOUSING GTC shall govern and be incorporated into every Warehousing Agreement made between the CUSTOMER and the SERVICE PROVIDER, including the circumstances where a Warehousing Agreement is made in any form without reference to any conditions of WAREHOUSING GTC. Adhesion to WAREHOUSING GTC shall (without affecting any other manner, in which acceptance of the WAREHOUSING GTC may otherwise be evidenced) be deemed to constitute unqualified acceptance of the WAREHOUSING GTC.	《仓储服务条款》 应管辖并纳入客户与服务供应商之间达成的每份《仓储协议》，包括在未提及《仓储服务条款》 任何条件的情况下以任何形式达成的《仓储协议》。 在不影响以其他方式证明接受《仓储服务条款》的情况下，对《仓储服务条款》的附合应被视为无条件接受《仓储服务条款》。
WHEREAS,	**鉴于**
The CUSTOMER manufactures and/or distributes petrochemical goods in several major sectors, including automotive, appliances, medical, and information and communications technology, as well as consumer and industrial segments in the People’s Republic of China (PRC). The CUSTOMER wishes to contract the SERVICE PROVIDER for the warehousing of certain goods at the SERVICE PROVIDER`s site owned and rental warehouses.	客户在中华人民共和国（中国）制造和/或分销石油化工产品，涉及多个主要行业，包括汽 车、家电、医疗、信息和通信技术以及消费和工业领域。客户希望与服务供应商签订合同，在服务供应商的自有仓库和租赁仓库储存某些货物。

The CUSTOMER expects to increase the production and distribution of its plastic materials business. The mutual aim of the Parties is to achieve cost efficiency and high-quality standards and the Parties acknowledge that this will require cooperation, exchange of information, rationalization of operational routines and the use of IT and other suitable technology.	客户希望增加其塑料材料业务的生产和销售。双方的共同目标是实现成本效益和高质量标准，双方承认这将需要合作、信息交流、 业务常规合理化以及信息技术和其他适当技术的使用。
THEREFORE, the Parties agree as follows:	**因此，双方同意如下：**
1 Interpretation	**1 解释**
In this WAREHOUSING GTC, including the Preamble, unless the context otherwise requires, the provisions of this Clause 1 shall apply.	在本 《仓储服务条款》（包括序言）中，除非上下文另有要求，否则应适用本第 1 条的规定。
1.1 For the purpose of this WAREHOUSING GTC the following capitalized terms shall have the meaning herein provided:	1.1 在本《仓储服务条款》 中，下列术语应具有本条款所规定的含义：
“Transport Unit” - means any device used for the carriage, transportation or storage of the Goods including any container, tanker, tank, vehicle, trailer, vessel, train, aircraft or other equipment of any type whatsoever;	"运输装置"--指用于装载、运输或储存货物的任何装置，包括任何集装箱、油罐车、油箱、车辆、拖车、船只、火车、飞机或其他任何类型的设备；
“Delivery Receipt” – road waybill that contains shipment, Goods and other data information, etc.	"交货收据"--包含装运、货物和其他数据信息等的公路运单。
“Affiliate” means an entity controlling, controlled by or under common control with a Party; and “control” means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise;	"关联方"指控制一方、受一方控制或与一方受共同控制的实体；"控制 "指通过所有权、合同或其他方式直接或间接指导另一方事务的能力；
“Business Day” means a working day (Monday-Friday, excluding bank holidays in the Country of the SERVICE PROVIDER).	"工作日"指工作日（周一至周五，不包括服务供应商所在国的银行假日）。
“Files and Work Papers” has the meaning set out in Clause 24;	"档案和工作文件"具有第 24 条规定的含义；

"Operations Manual" means the manual describing the processes to be performed by the Parties in relation to the subject matter of this WAREHOUSING GTC attached hereto as Appendix C and as amended from time to time;	"操作手册"是指描述双方就本《仓储服务条款》主题事项所应执行的流程的手册，作为附录 C 附于本协议，并不时进行修订；
“Parties” or the “Party”: The SERVICE PROVIDER and/or The CUSTOMER, as the case may be;	"双方"或 "一方"： 服务供应商和/或客户，视情况而定；
"Products" or “Goods” means the products of a CUSTOMER or its Affiliate person or products at CUSTOMER’s indication specified in Appendix A;	"产品"或 "货物"指客户或其关联方的产品或客户在附录 A 中指定的产品；
“Required Storage Capacity” means the capacity of storage for the CUSTOMER’s Goods in the Warehouse to be provided by the SERVICE PROVIDER.	"所需存储容量"指服务供应商在仓库中为客户托盘提供的存储容量。
“Services” means the services to be performed by the SERVICE PROVIDER as specified in the present WAREHOUSING GTC;	"服务"是指本《仓储服务条款》规定由服务供应商提供的服务；
“Warehouse” means the warehouse facilities of the SERVICE PROVIDER at the SERVICE PROVIDER`s site as specified in the Operations Manual;	"仓库"指《操作手册》中规定的服务供应商在其场地的仓库设施；
“Cargo Units” means the volume of product on storage, in case of damage or loss the volume of damaged or lost products.	"货物单位"指仓储产品的数量，在损坏或丢失的情况下，指损坏或丢失产品的数量。
1.2 The Appendices form an integral part of this WAREHOUSING GTC. References to this WAREHOUSING GTC shall include reference to any Appendix as well as to any agreements entered into, or to be entered into, pursuant to this WAREHOUSING GTC. References to Clauses and Appendices are to Clauses of, and Appendices to, this WAREHOUSING GTC and references to paragraphs and parts are to paragraphs and parts of the Appendices. In case of a discrepancy between any provisions in this WAREHOUSING GTC and any Provisions in an Appendix, the provisions of the WAREHOUSING GTC shall prevail.	1.2 附录构成本 《仓储服务条款》 的组成部分。提及本 《仓储服务条款》 时，应包括提及任何附录以及根据本 《仓储服务条款》 已签订或将签订的任何协议。凡提及条款和附录，均指本《仓储服务条款》 的条款和附录，凡提及段落和部分内容，均指本附录的段落和部分内容。如果本 《仓储服务条款》 中的任何规定与附录中的任何规定不一致，应以本 《仓储服务条款》 的规定为准。

1.3 The headings in this WAREHOUSING GTC shall not affect its interpretation.	1.3 本《仓储服务条款》的标题不影响其解释。
2. <u>Scope of the WAREHOUSING GTC and general obligations of the SERVICE PROVIDER</u>	**2. <u>《仓储服务条款》的范围和服务供应商的一般义务</u>**
2.1 This WAREHOUSING GTC governs the warehousing and shuttle services to be performed by the SERVICE PROVIDER as set out herein. Unless otherwise agreed in writing, the Services include handling of incoming Products ("inbound"), storage of the Products (bonded and non-boded), administration of storage accounts, handling of outgoing Products ("outbound"), stocktaking of the Products, general warehousing, bonded warehousing, preparing necessary documents for customs formalities, process import and export customs formalities (both general trade and in bonded area), paying "at cost" logistics fee including but not limited to shipping lines fee (DO exchange, document, demurrage/detention, etc.) & port fee (THC, security fee, storage cost, etc.) on behalf of the CUSTOMER, paying customs duties and other expenses and representing CUSTOMER before the Tax Authorities (if applicable), Reporting and entering of the loading statuses. Further details regarding the provision of the Services and the performance of this WAREHOUSING GTC are set out in the Operations Manual.	2.1 本《仓储服务条款》规定了服务供应商应提供的仓储和穿梭运输服务。除非另有书面约定，服务包括处理入库产品（"入库"）、存储产品（保税和非保税）、管理存储账 户、处理出库产品（"出库"）、盘点产品、一般仓储、保税仓储、准备办理海关手续所需的文件、 办理进出口海关手续（包括一般贸易和保税区）、代表客户支付 "成本价 "物流费用，包括但不限于船公司费用（DO 交换、单证、滞留费/扣留费等）和港口费用（THC、安全费、仓储费等）、支付关税和其他费用并在税务机关代表客户（如适用）、报告和输入装载状态。有关提供服务和执行本《仓储服务条款》的更多详情，请参阅《操作手册》。
2.2 **Acceptance of the Goods**	2.2 **货物验收**
2.2.1 When accepting the Goods, the SERVICE PROVIDER shall inspect them, determine the quantity and the external condition of the packaging, verify that the data indicated in the shipping documents corresponds to the actual data and the data received from the CUSTOMER. During the external inspection, the SERVICE PROVIDER shall make sure that the integrity of the packaging and the pallet on which the Goods are	2.2.1 接收货物时，服务供应商应检查货物，确定数量和包装的外部状况，核实装运单据中的数据与实际数据和从客户处收到的数据是否一致。在外部检查期间，服务供应商应确保货物包装和托盘完好无损，包装和托盘未受污染，托盘的几何形状未受破坏。

placed are intact, the packaging and the pallet are not contaminated, the geometry of the pallet is not disturbed.	
2.2.2 Inbound of the Goods shall be carried out under Delivery Receipt and other shipping documents (transport documents, depending on the type of transportation) which shall confirm the fact of transfer of Goods for storage to the SERVICE PROVIDER. In particular, the SERVICE PROVIDER`s duties in this regard include:	2.2.2 货物应根据交货收据和其他运输单据（运输单据，取决于运输类型）入库，这些单据应确认货物已转移至服务供应商处存储。特别是，服务供应商在这方面的责任包括：
- verification of seals in accordance with the documentation;	- 根据文件核查封条；
- unloading from the vehicle in accordance with the reserved time frame for unloading. In any case, the total time of the vehicle for unloading shall not exceed eight (8) hours from the arrival of the vehicle (arrival time according to Delivery Receipt);	- 按照预留的卸载时间卸载车辆。在任何情况下，卸载车辆的总时间不得超过车辆到达后的八 (8) 小时（到达时间以交货收据为准)；
- identification;	- 识别；
- checking for visible external damages;	- 检查是否有明显的外部损坏；
- drawing up a report;	- 起草报告；
- transfer from the receiving area to the storage area;	- 将货物从接收区转移到储存区；
- entering the information about the receipt of the Goods into the warehouse system.	- 将收货信息输入仓库系统。
The Parties have agreed that the shipping documents will be sent to the e-mail addresses agreed by the Parties specified in Clause 15.5 of this WAREHOUSING GTC. At the request of one of the Parties, the shipping documents may be provided in paper. In the case of delivery by road transport the shipping documents previously listed in this Clause (except for the register of incoming deliveries) shall be handed over to the SERVICE PROVIDER by the representative of the transport company, performing the transportation, in paper.	双方同意将货运单据发送至本《仓储服务条款》第 15.5 条规定的双方同意的电子 邮件地址。应其中一方的要求，可以提供纸质装运单据。在公路运输交货的情况下，运输公司代表应将本条款之前列出的纸质运输单据（入库登记除外）交给服务供应商。
2.2.3 In case of any discrepancies between the received Goods and the Delivery Receipt and other shipping documents (including, but not limited to,	2.2.3 如果收到的货物与交货收据及其他运输单据存在任何差异（包括但不限于重量、 名称、物品、包装或托盘完整性、污染等方面的差异），

discrepancies in weight, name, article, package or pallet integrity, contamination, etc.), the SERVICE PROVIDER shall notify the CUSTOMER about the discrepancy according to the present WAREHOUSING GTC and instructions in the Operations Manual and send a Non-Conformance Report according to form and Standard Operational process (SOP) as per Appendix E hereto. When transporting by road the SERVICE PROVIDER shall mark the discrepancy in the Delivery Receipt and provide the CUSTOMER with the following set of documents: Delivery Receipt or other shipping document (depending on the type of transport). If the carrier's representative refuses to sign the Delivery Receipt and Non-Conformance Report, the SERVICE PROVIDER shall make a note of such refusal and indicate: "The carrier's representative refused to sign". All the listed materials, photo/video and documents shall be sent to the CUSTOMER within 24 hours after the discrepancy or damage was detected by the SERVICE PROVIDER via e-mail. Requirements for photo/video: • The photo shall contain container/truck number along with damaged product; • Photo shall be taken from different angles (from more than two angles); • Photo shall be taken from different distances to understand the whole case; • Photo without clearly seen damage cannot be valid; • Photo shall be taken for any damage or unusual condition of cargo (even if there is no spillage/leakage). If the SERVICE PROVIDER fails to provide Non-Conformance Report or provide Non-Conformance Report with violations of this Section, the CUSTOMER is entitled to hold the SERVICE PROVIDER liable for damage and\or discrepancy as envisaged herein, and claim from SERVICE PROVIDER the full amount of damages, losses and\or expenses, so incurred.	服务供应商应根据本《仓储服务条款》和《操作手册》中的说明将差异通知客户，并根据附录 E 中的表格和标准操作流程 (SOP) 发送不合格报告。陆运时，服务供应商应在交货收据上标注差异，并向客户提供以下文件： 交货收据或其他运输单据（取决于运输类型）。如果承运人代表拒绝在交货收据和不合格报告上签字，服务供应商应在拒绝签字处注明并注明： "承运人代表拒绝签字"："承运人代表拒绝签字"。服务供应商应在发现差异或损坏后 24 小时内通过电子邮件将所有列出的材料、照片/视频和文件发送给客户。照片/视频要求： • - 照片应包含集装箱/卡车编号以及受损产品； • - 照片应从不同角度拍摄（两个以上角度）； • - 照片应从不同距离拍摄，以便了解整个情况； • - 未清晰显示损坏情况的照片无效； • - 货物有任何损坏或异常情况（即使没有溢出/泄漏）均应拍照。 如果服务供应商未能提供不符合报告，或提供的不符合报告违反了本条款的规定，客户有权要求服务供应商按照本条款的规定对损害和（或）差异负责，并向服务供应商索赔由此产生的全部损害、损失和（或）费用。

2.2.4 The Parties have agreed that in the course of acceptance of the Goods, the weight and amount of loss/breakage are based on the actual data and no error (tolerance) is applied.	2.2.4 双方同意，在货物验收过程中，重量和损耗/破损金额以实际数据为基础，不适用误差（公差）。
2.2.5 In case of failure to provide any of the listed herein documents the SERVICE PROVIDER shall at its cost bear risks and expenses, which are deemed to be solely attributable to the SERVICE PROVIDER and arisen during storage of Goods and transportation of the Goods to the designated warehouse.	2.2.5 如果未能提供本文所列的任何文件，服务供应商应自行承担风险和费用，这些风险和费用被视为完全由服务供应商承担，并且是在货物存储和运输至指定仓库期间产生的。
2.3 **Shuttle Service**	2.3 **班车服务**
2.3.1 The SERVICE PROVIDER shall perform the shuttle Services as provided in the Operations Manual and in accordance with the respective KPI's as set out in the present WAREHOUSING GTC.	2.3.1 服务供应商应按照《操作手册》的规定，并根据本《仓储服务条款》规定的相关 KPI，提供穿梭运输服务。
2.3.2 The shuttle services include the transportation of Goods from nearest Port or Rail terminal to the Warehouse and the transportation of empty containers/equipment from the Warehouse to the return depot as designated by the owner of the equipment. The SERVICE PROVIDER shall make available the necessary resources per day as described in the Operations Manual.	2.3.2 穿梭运输服务包括将货物从最近的港口或铁路终点站运至仓库，以及将空箱/设备从仓库运至设备所有者指定的返程仓库。服务供应商应按照《操作手册》所述，每天提供必要的资源。
2.3.3 The Pick up of the Containers from the port shall be executed by SERVICE PROVIDER and his sub-contractors/agents within maximum 4 Business Days (for all port locations in PRC, excluded force major, bank holiday and other national holidays) since fully and completely readiness of all officially required documents needed for pick-up of the containers. Otherwise, the SERVICE PROVIDER shall hold the CUSTOMER harmless from any damages, losses and/or expenses, including, without limitation, demurrage, detention, and penalties.	2.3.3 服务供应商及其分包商/代理应在集装箱提货所需的所有官方文件准备齐全后最多 4 个工作日内（中国所有港口地点，不包括重大节假日、银行假日和其他国家法定节假日）从港口提货。否则，服务供应商应保证客户免受任何损害、损失和/或费用，包括但不限于滞期费、滞留费和罚款。

2.3.4 The SERVICE PROVIDER and his sub-contractors/agents shall return the empty containers to the return depot (for SOC containers – return depot or instructions indicated within BL (otherwise, the CUSTOMER has not provided other instructions); for COC containers – as per instructiosn received from local line agent) strictly within 10 working days, since containers' arrival to the discharge port and date indicated within the notice of arrival, unless otherwise agreed by the Parties. Should there be any delays, the SERVICE PROVIDER shall prove that the delay is caused beyond his control (reasons other than providing trucks, issuing warehouse declaration on time). Otherwise, the SERVICE PROVIDER shall hold the CUSTOMER harmless from any damages, losses and/or expenses, including, without limitation, demurrage, detention, and penalties. Prior to return of SOC/COC containers to depot, in case of presence of the dangerous cargo strickers, the SERVICE PROVIDER shall remove them.	2.3.4 服务供应商及其分包商/代理应严格在集装箱抵达卸货港和到货通知中注明的日期起 10 个工作日内，将空箱送回退运仓库（对于 SOC 集装箱--退运仓库或《BL》中注明的指示（否则，客户未提供其他指示）；对于 COC 集装箱--按照从当地代理处收到的指示），除非双方另有约定。如果出现任何延误，服务供应商应证明延误是由其无法控制的原因造成的（除提供卡车、按时出具仓库申报单以外的原因）。否则，服务供应商应保证客户免受任何损害、损失和/或费用，包括但不限于滞期费、滞留费和罚款。在将 SOC/COC 集装箱运回仓库之前，如果存在危险货物搁板，服务供应商应将其清除。
2.4 The SERVICE PROVIDER shall exercise and shall procure that any of its Affiliates, agents and sub-contractors to the extent they are involved in performing this WAREHOUSING GTC exercise the care and diligence of a prudent businessman at all times in performing this WAREHOUSING GTC. The SERVICE PROVIDER shall perform the Services and its duties under this WAREHOUSING GTC. The SERVICE PROVIDER takes responsibility for actions/inactions of his sub-contractors, Affiliates and agents as if it were its own actions/inactions.	2.4 服务供应商在履行本《仓储服务条款》 时，应行使并应促使其任何关联方、代理和分包 商（以其参与履行本《仓储服务条款》 的范围为限）在任何时候均行使谨慎商人的谨慎和勤勉。服务供应商应履行本 《仓储服务条款》规定的服务和义务。服务供应商应对其分包商、关联公司和代理的行为/行动负责，如同其自身的行为/行动。
2.5 Subject to the Clause 3 in performing the CUSTOMER duties under this WAREHOUSING GTC, the SERVICE PROVIDER shall comply with all applicable laws and assist the CUSTOMER in his duty to comply with the provisions listed in the Clause 3.2.	2.5 在遵守第 3 条规定的前提下，服务供应商在履行本《仓储服务条款》规定的客户义务时，应遵守所有适用法律，并协助客户履行遵守第 3.2 条所列规定的义务。
2.6 The SERVICE PROVIDER shall procure that it has and shall maintain throughout the duration of this WAREHOUSING GTC, all licenses, permits and authorizations required under any applicable laws,	2.6 服务供应商应确保其拥有并在本《仓储服务条款》有效期内保持任何适用法律、国家要求所要求的所有执照、许可证和授权，以提供与产品

national requirements to render the Services with regards to the Products. SERVICE PROVIDER shall provide the CUSTOMER with copies of the relevant documents upon the CUSTOMER's request in writing, if the CUSTOMER deems this necessary.	相关的服务。如果客户认为有必要，服务供应商应根据客户的书面要求向客户提供相关文件的副本。
2.7 The SERVICE PROVIDER shall check (visual inspection) the condition of containers upon taking containers from the port. If the damage of containers is found during the visual inspection in port, the SERVICE PROVIDER is obliged to draw up a Commercial Act fixing the damages with reference to the container number, with a description of the damage, and photos attached thereto. The Commercial Act shall be signed by SERVICE PROVIDER and port's representative.	2.7 服务供应商应在从港口提取集装箱时检查（目测）集装箱的状况。如果在港口目视检查过程中发现集装箱损坏，服务供应商有义务起草一份商业文件，确定损坏情况，并注明集装箱编号、损坏情况描述以及附带的照片。商业报告应由服务供应商和港口代表签署。
3. <u>General obligations of the CUSTOMER</u>	**3. <u>客户的一般义务</u>**
3.1 The CUSTOMER shall perform its duties under this WAREHOUSING GTC in accordance with the Operations Manual, which forms an integral part of this WAREHOUSING GTC.	3.1 买方应根据《操作手册》履行其在本《仓储服务条款》下的职责，《操作手册》是本《仓储服务条款》的组成部分。
3.2 The CUSTOMER is responsible for independently checking and complying with any prohibitions and restrictions (including, without limitation, embargoes on specific countries, products, persons, organizations and companies, including national and international requirements (e.g. export and import licenses, including, but not limited to, Law of the People's Republic of China Against Unfair Competition.	3.2 客户有责任独立检查并遵守任何禁令和限制（包括但不限于对特定国家、产品、个人、组织和公司的禁运，包括国家和国际要求（例如进出口许可证，包括但不限于《中华人民共和国反不正当竞争法》）。
The CUSTOMER has a duty to independently check and comply with national and international prohibitions, restrictions and requirements with respect to the placement of substances and goods on the market.	客户有义务独立检查并遵守国家和国际有关物质和商品投放市场的禁令、限制和要求。
3.3 For all Services, the CUSTOMER will issue written Orders to the SERVICE PROVIDER. Such Order shall be binding upon the SERVICE PROVIDER, unless the SERVICE PROVIDER has declined the Order in writing within 24-hours as of receipt of the Order. The Order constitutes a separate agreement between the	3.3 对于所有服务，客户应向服务供应商发出书面订单。除非服务供应商在收到订单后 24 小时内以书面形式拒绝订单，否则该订单对服务供应商具有约束力。订单构成客户与服务供应商之间的单独协议（"子协议"）。

CUSTOMER and SERVICE PROVIDER ("Sub-Agreements").	
3.4 The CUSTOMER is responsible for the correctness of its Orders to the extent, which it was reasonably possible as of the issue date of Orders.	3.4 客户对其订单的正确性负责，但仅限于在订单发出之日的合理范围内。
4. <u>Warehousing</u>	**4. <u>仓储</u>**
Operations	**业务**
4.1 The SERVICE PROVIDER shall perform the Services as well as any of the storage logistics services described in the Operations Manual at the Warehouse. SERVICE PROVIDER shall pay for all costs related to the running of the Warehouse (i.e. costs for electricity, water, real estate taxes, insurance and cleaning ect.) as well as for internal and external maintenance.	4.1 服务供应商应在仓库提供《操作手册》中描述的服务以及任何仓储物流服务。服务供应商应支付与仓库运营相关的所有费用（如电费、水费、房地产税、保险费和清洁费等）以及内部和外部维护费用。
4.2 Should the SERVICE PROVIDER choose to relocate the operations to another warehouse, the SERVICE PROVIDER shall notify the CUSTOMER in due time in advance in writing and the SERVICE PROVIDER shall bear all costs and risks of the relocation, and the CUSTOMER shall be in a position no less favourable to them than at which they were before relocation. The SERVICE PROVIDER shall at all times ensure that the service and quality level is maintained during and after the relocation, in particular the SERVICE PROVIDER shall ensure that any new warehouse is suitable for the performance of the Services and the storage of the Products under the Warehousing Agreement. Prior written approval must be obtained from the CUSTOMER on the intended new warehouse location prior to relocation, which shall not be considered as a waiver of any rights and/or remedies available to the CUSTOMER.	4.2 如果服务供应商选择将业务搬迁至另一仓库，服务供应商应适时提前书面通知客 户，且服务供应商应承担搬迁的所有费用和风险，且客户的处境应不低于搬迁 前的状况。服务供应商应始终确保在搬迁期间和搬迁后保持服务和质量水平，特别是服务供应商应 确保任何新仓库适用于《仓储协议》项下服务的履行和产品的存储。在搬迁之前，必须就预定的新仓库地点事先获得客户的书面批 准，这不应被视为放弃客户的任何权利和/或补救措施。
4.3 The Warehouse shall be open on Business Days as described in the Operations Manual. The SERVICE PROVIDER shall also provide additional opening hours	4.3 按照《操作手册》的规定，仓库应在工作日开放。服务供应商还应根据客户的书面要求，在工作日之外（包括公共节假日和非工作日）提供

outside Business days (including public holidays and non-Business Days) at the Warehouse upon the CUSTOMER's written request, if the CUSTOMER deems it to be demanded for just cause, considering the operational needs and fluctuations of the business activity of the CUSTOMER. The opening hours and costs for overtime outside Business Day to be confirmed in advance.	额外的开 放时间，前提是考虑到客户的业务需求和业务活动的波动，客户认为有正当理由提出要求。工作日以外的营业时间和加班费用需提前确认。
Storage	**存储**
4.4 The SERVICE PROVIDER represents and warrants that it has and will have available sufficient capacity of agreed quality to perform its Services based on transport flow, volumes and quantities of the Products of the CUSTOMER. The SERVICE PROVIDER acknowledges and accepts that the transport flow, volumes and quantities are subject to constant change, but at the same time, the CUSTOMER has to inform in writing the SERVICE PROVIDER in advance about changes in estimated quantities. The SERVICE PROVIDER shall under no circumstance and for no reason other than force majeure as described in Article 20 of this WAREHOUSING GTC decline or fail to accept an Order as meant in Article 3 of this WAREHOUSING GTC. The SERVICE PROVIDER will provide an Indoor and Outdoor Storage Capacity (Required Storage Capacity) as agreed additionally by the Parties in writing.	4.4 服务供应商声明并保证，根据客户产品的运输流量、体积和数量，其拥有并将有足够的、符合约定质量的运力来提供服务。服务供应商承认并接受运输流量、体积和数量会不断变化，但同时客户必须提前书面通知服务供应商预计数量的变化。在任何情况下，除本《仓储服务条款》 第 20 条所述的不可抗力外，服务供应商不得以任何理由拒绝或不接受本《仓储服务条款》 第 3 条所述的订单。服务供应商将提供双方书面额外同意的室内和室外存储容量（所需存储容量）。
4.5 The SERVICE PROVIDER will meet the CUSTOMER’s request for additional storage capacity in the Warehouse. The CUSTOMER will advise the SERVICE PROVIDER in advance of such requirement. The SERVICE PROVIDER and the CUSTOMER shall discuss additional storage capacity in its warehouse or alternative insofar it has vacant storage capacity there, which is suitable for the performance of the Services and the storage of the Products under this WAREHOUSING GTC. The offer shall be approved in writing by the CUSTOMER. For avoidance of any doubt, SERVICE PROVIDER cannot unilaterally without prior written CUSTOMER	4.5 如果客户要求增加仓库的存储容量，服务供应商将予以满足。客户应将此类要求提前告知服务供应商。服务供应商和客户应讨论在其仓库或替代仓库中的额外存储容量，只要其仓库或替代仓库有空余存储容量，且适合履行本《仓储服务条款》规定的服务和产品存储。该提议应得到客户的书面批准。 为避免任何疑问，未经客户事先书面同意，服务供应商不得单方面 A) 确定额外存储容量的数量 B) 确定与提供额外容量相关的服务费用以及与此类增加相关的其他服务费用，并要求客户支付此

consent A) establish the volume for additional storage capacity B) establish the cost of services associated with the provision of additional capacity and other services associated with such an increase and require payment for such an increase and services. The obligations of the Parties to provide additional volume, cost of services and payment for such services become effective from the moment of the Parties signing of the supplementary agreement to the Warehousing Agreement.	类增加费用和服务费用。双方提供额外容量、服务费用和支付此类服务费用的义务自双方签署《仓储协议》 补充协议之时起生效。
4.6 The SERVICE PROVIDER undertakes to inform within 3 days the CUSTOMER as soon as a storage capacity utilization of 90% of the total net pallet spaces for storage has been reached in the Warehouse.	4.6 服务供应商承诺，一旦仓库内用于存储的净托盘空间达到总存储空间的 90%，将在 3 天内通知客户。
4.7 In the event of damage (including, but not limited to, discrepancies in weight, name, packaging or pallet integrity), full or partial loss of the Goods during Storage, the SERVICE PROVIDER shall immediately (within 1 day of detection) inform the CUSTOMER of such damage or loss of Goods, send Non-Conformance Report with the information about the quantity of damaged and/or lost Goods, provide photo and/or video materials. In the event of damage to the Goods, the SERVICE PROVIDER shall draw up a Non-Conformance Report (Appendix E), in two copies, one copy for each Party. This Non-Conformance Report shall be sent to the CUSTOMER by e-mail immediately (within one day of detection of damage or loss) with mandatory attachment of photo/video materials confirming the fact of violation. Non-Conformance Report is to be mandatory signed by the SERVICE PROVIDER. At the same time, the CUSTOMER has the right to send its representatives with prior written notice at its own discretion and convenience to inspect the Goods and the place of their storage and to draw up a corresponding Report to be signed by the representatives of the Parties. The Report shall be drawn up by the Parties in two copies, one copy for each Party. If the SERVICE PROVIDER refuses or evades to draw up and/or sign the Non-Conformance Report, the CUSTOMER has the right	4.7 如果货物在储存期间出现损坏（包括但不限于重量、名称、包装或托盘完整性不符）、 全部或部分丢失，服务供应商应立即（在发现后 1 天内）将货物损坏或丢失情况通知客 户，发送不合格报告，并提供有关损坏和/或丢失货物数量的信息、照片和/或视频资 料。在货物损坏的情况下，服务供应商应起草一份不合格报告（附录 E），一式两份，双方各执一份。应立即（在发现损坏或丢失后一天内）通过电子邮件将此不合格报告发送给客户，并必须附上照片/视频资料，以确认违规事实。违规报告必须由服务供应商签署。同时，买方有权在事先书面通知的情况下，自行决定并在方便时派代表检查货物及其存放地点，并起草一份由双方代表签字的相应报告。双方应将报告一式两份，每方一份。如果服务供应商拒绝或逃避起草和/或签署不合格报告，客户有权单方记录并签署不合格报告。在这种情况下，由客户单方面签署的不合格报告对服务供应商具有约束力。

make a note thereof and sign the Non-Conformance Report unilaterally. In this case this unilaterally signed by the CUSTOMER Non-Conformance Report shall be binding upon SERVICE PROVIDER.	
Labor	**劳动**
4.8 The SERVICE PROVIDER shall employ a suitable number of employees with the appropriate and necessary qualifications and experience to perform the Services. Employees (including operational employees) appointed by the SERVICE PROVIDER to perform the Services for the benefit of the Client shall know English (written and spoken) on a level sufficient for communication with CUSTOMER. Employees assigned by the SERVICE PROVIDER to perform the Services will not be considered as the CUSTOMER`s employees but shall perform the Services in the best interest of the CUSTOMER.	4.8 服务供应商应聘用适当数量的员工，这些员工应具备履行服务所需的适当和必要的资 格和经验。由服务供应商任命为客户提供服务的员工（包括业务员工）应掌握英语（书写和口语），足以与客户沟通。由服务供应商委派执行服务的员工不得被视为客户的员工，但应以客 户的最佳利益执行服务。
4.9 Key personnel are not required to be specifically named within this WAREHOUSING GTC but the SERVICE PROVIDER shall notify the CUSTOMER in advance of changes to any key personnel (e.g. team leader or supervisor).	4.9 本《仓储服务条款》中无需明确指定关键人员，但服务供应商应将任 何关键人员（如团队领导或主管）的变动提前通知客户。
Access to the warehouse	**进入仓库**
4.10 The SERVICE PROVIDER shall procure that only authorized personnel can access the Warehouse (e.g. by the making use of personalized key cards) and that any misuse of access rights or means of access is prevented.	4.10 服务供应商应确保只有经过授权的人员才能进入仓库（如使用个人钥匙卡），并防止任何滥用进入权或进入方式的行为。
4.11 A designated person of the CUSTOMER is entitled to enter the Warehouse during working hours in the presence of a responsible SERVICE PROVIDER`s employee. The CUSTOMER shall inform in writing the SERVICE PROVIDER at least 24 hours in advance in the event any designated person of the CUSTOMER is required to enter the Warehouse, access shall be granted only upon request from the CUSTOMER and based on	4.11 在工作时间内，客户指定人员有权在服务供应商负责员工在场的情况下进入仓库。如果需要客户指定人员进入仓库，客户应至少提前 24 小时以书面形式通知服务供应商，只有在客户提出要求并获得服务供应商同意的情况下才能进入仓库，且服务供应商不得无理拒绝。在紧急情况下，

the SERVICE PROVIDER's consent, which is not to be unreasonably withheld. In case of emergencies, the SERVICE PROVIDER shall facilitate the access to the Warehouses of the CUSTOMER designated person(s) outside normal working hours with additional costs for the CUSTOMER.	服务供应商应为客户指定人员在正常工作时间外进入仓库提供便利， 但客户需支付额外费用。
4.12 As the Warehouse is a multi-client warehouse, the CUSTOMER understands that other customers and visitors will be visiting the premises on a regular basis. For other customers or visitors, the access to the Warehouse is only granted in company by an employee of the SERVICE PROVIDER.	4.12 由于仓库为多客户仓库，客户理解其他客户和访客将定期访问仓库。对于其他客户或访客，只有服务供应商的员工才能陪同其进入仓库。
4.13 The SERVICE PROVIDER shall take all reasonable security measures to ensure the integrity of the Products stored at the Warehouse. Such measures include the restricted access to the Warehouse of unauthorized persons. The SERVICE PROVIDER also guarantees that the Goods are secured from effect of whatsoever nature of by any other goods stored in the Warehouse.	4.13 服务供应商应采取一切合理的安全措施，确保存储在仓库的产品的完整性。此类措施包括限制未经授权人员进入仓库。服务供应商还应保证货物的安全，使其不受仓库中存放的任何其他货物的任何性质的影响。
4.14 In case of receipt of information from customs about the upcoming inspection with suspension of all and/or part of Services provided by SERVICE PROVIDER, the SERVICE PROVIDER shall inform in written the CUSTOMER not later than 24 hours before the upcoming custom inspection.	4.14 如果收到海关即将进行检查并暂停服务供应商提供的全部和/或部分服务的信息，服务供应商应在海关检查前 24 小时内书面通知客户。
5. Stock	**5. 库存**
5.1 The ownership of any rights to the CUSTOMER's Products shall remain vested at all times in the CUSTOMER. The SERVICE PROVIDER shall mark the Products as property of the CUSTOMER. If any person, authority or institution tries to confiscate or to retain any Products, to deprive the SERVICE PROVIDER of the possession of any Products or tries in any other way to interfere with the CUSTOMER's rights in the Products, the SERVICE PROVIDER shall immediately inform the CUSTOMER by phone and subsequently in writing (text form is sufficient). In	5.1 客户产品的任何权利的所有权始终属于客户。服务供应商应将产品标记为客户的财产。如果任何人、当局或机构试图没收或扣留任何产品、剥夺服务供应商对任何产品的所有权或试图以任何其他方式干涉客户对产品的权利，服务供应商应立即通过电话通知客户，并随后以书面形式（文本形式即可）通知客户。此外，服务供应商应向个人、当局或机构解释产品属于客户的财产，并应尽最大努力阻止这些措施的实施。服务

addition, the SERVICE PROVIDER shall explain to the person, authority or institution that the Products are the property of the CUSTOMER and shall use no less than its best efforts to prevent the measures from being implemented. The SERVICE PROVIDER has no right of lien and retention in whatsoever form on all Goods or other valuables in his possession to cover any accounts, sums and monies.	供应商无权以任何形式留置和扣留其所拥有的所有货物或其他贵重物品，以抵偿任何账目、金额和款项。
5.2 In case trading partners or customers of the CUSTOMER retrieve the Products themselves at the Warehouse (“back-haul”), the SERVICE PROVIDER shall make available the Products destined for delivery within the time frames agreed in advance between the collector of the Products and the SERVICE PROVIDER. The CUSTOMER shall inform in writing the SERVICE PROVIDER in due time in case trading partners or customers wish to retrieve Products themselves. The process, obligations and standards to be complied with by SERVICE PROVIDER in this regard are set out in the Operations Manual.	5.2 如果客户的贸易伙伴或客户在仓库自行取回产品（"回运"），服务供应商应在产品收货人和服务供应商事先约定的期限内提供待交付的产品。如果贸易伙伴或客户希望自行提取产品，客户应及时书面通知服务供应商。服务供应商在这方面应遵守的流程、义务和标准载于《操作手册》。
Stock count	**库存数量**
5.3 The SERVICE PROVIDER keeps lists of the warehouse stocks in its IT-System according to his internal policies and in compliance with the applicable laws. The lists have to be continuously updated. The SERVICE PROVIDER shall in each case enter the data (incoming and outgoing items) without undue delay, not later than 09:00 a.m., Beijing Time, after the movement of Goods so that the current stocks can be provided to the CUSTOMER at any time. The SERVICE PROVIDER also has to keep a paper copy of each document and reports according to the present WAREHOUSING GTC, especially the Reports and documents according to the Clause 6 of this WAREHOUSING GTC. THE SERVICE PROVIDER undertakes to keep its IT-system and provide the requested data to the CUSTOMER fully correspondent to Chinese customs system. For avoidance of doubt, if the provided by the SERVICE PROVIDER data is not correspondent to	5.3 服务供应商根据其内部政策和适用法律在其 IT 系统中保存仓库库存清单。这些清单必须不断更新。在任何情况下，服务供应商都应在货物运输后不迟于北京时间上午 09:00 时输入数据（入库和出库物品），以便随时向客户提供当前库存。服务供应商还必须根据本《仓储服务条款》保存每份文件和报告的纸质副本，尤其是本《仓储服务条款》 第 6 条规定的报告和文件。 服务供应商承诺保持其 IT 系统与中国海关系统完全一致，并向客户提供所要求的数据。为免生疑问，如果服务供应商提供的数据与中国海关系统不一致，则该数据应被视为不可靠信息。

Chinese customs system, such data shall be qualified as unreliable information.	
5.4 The stock management/stock taking in the Warehouse shall comply with the Operations Manual and applicable laws. For Avoidance of doubt: the inventory shall be conducted for a full amount of Goods provided for Services, taking into account the requirements of Operations Manual. The SERVICE PROVIDER has to provide the CUSTOMER with the results of the inventories, made by the SERVICE PROVIDER, including the yearly inventory with the involvement of an independent surveyor, upon CUSTOMER's request. Upon CUSTOMER`s request the SERVICE PROVIDER has to provide a full Inventory Act. The Inventory Act shall be drawn up in 2 (two) copies, one copy for each Party, and the results of the inventory shall be provided in excel format.	5.4 仓库的库存管理/盘点应遵守《操作手册》和适用法律。为避免疑义：应根据《操作手册》的要求，对为服务提供的全部货物进行盘点。服务供应商必须应客户要求向客户提供服务供应商进行的盘点结果，包括在独立调查员参与下进行的年度盘点。根据客户的要求，服务供应商必须提供完整的库存清单。库存清单一式两（2）份，双方各一份，库存清单的结果应以 excel 格式提供。
5.5 The CUSTOMER is in his turn entitled to perform an inventory of his Goods on his account with involvement of an independent surveyor and with prior notice in writing to the SERVICE PROVIDER. The SERVICE PROVIDER has to assist the CUSTOMER and provide him and the independent surveyor with all necessary documentation, information and access to the Warehouse and Products.	5.5 在事先书面通知 服务供应商的情况下，客户有权在独立调查员的参与下对其货物进行盘点。服务供应商必须为客户提供协助，并向客户和独立检验员提供所有必要的文件、信息和进入仓库和接触产品的机会。
5.6 By the start date of the planned inventory, the data in the warehouse accounting systems of the Parties must be identical. If by the date of the inventory the warehouse accounting systems of the SERVICE PROVIDER and the CUSTOMER do not correspond to each other (are not identical), data from the CUSTOMER's accounting system after reconciliation of shipping documents are taken as the basis for drawing up a comparison sheet based on the results of the inventory and mutual settlements.	5.6. 到计划盘点开始日，双方仓库会计系统中的数据必须一致。如果在盘点日之前，服务供应商和客户的仓库会计系统不一致（不完全相同），则以客户的会计系统中经核对发货单据后的数据为基础，根据盘点和相互结算的结果编制对比表。
5.7 Inventory report according to the results of the inventory shall be signed by authorized person from	5.7. 根据盘点结果编制的盘点报告应由服务供应商方面的授权人签字。授权由委托书确认。

SERVICE PROVIDER side. Authority is confirmed by a power of attorney.	
6. Shipment of Goods	**6. 货物装运**
6.1 The Goods shall be shipped from the Warehouse by road transport provided by the CUSTOMER or the CUSTOMER´s counterparty. During shipment of Goods SERVICE PROVIDER shall perform Services according to the Release Order (Appendix D).	6.1 货物应由客户或客户的交易方提供的公路运输从仓库运出。在货物装运期间，服务供应商应根据放货指令（附录 D）提供服务。
6.2 The Parties have agreed that the shipment shall be made on the basis of the CUSTOMER´s Release Order with mandatory filling of all fields in accordance with the requirements of the Order set forth in Appendix D, in particular with mandatory indication of the Sales Order number and/or submission of the Sales Order. If any fields of the are not filled in, the SERVICE PROVIDER shall as soon as possible contact the CUSTOMER and request the provision of the missing information	6.2 双方同意，发货应以客户的放货指令为基础，客户必须按照附录 D 规定的订单要求填写所有字段，特别是必须注明销售订单号和/或提交销售订单。如果有任何字段未填写，服务供应商应尽快联系客户并要求其提供缺失的信息。
6.3 The SERVICE PROVIDER shall acknowledge receipt of a Release Order within two (2) business hours of receipt of the Order. If the SERVICE PROVIDER fails to respond by email with refusal to perform, the Order shall be deemed binding for execution by the SERVICE PROVIDER.	6.3 服务供应商应在收到订单后两 (2) 个营业时间内确认收到放货指令。如果服务供应商未通过电子邮件回复拒绝执行，则应视为订单对服务供应商具有约束力。
6.4 The exchange of Release Orders shall be processed by means of e-mail agreed upon by the Parties within the present WAREHOUSING GTC.	6.4 放货指令的交换应通过双方在本《仓储服务条款》中商定的电子邮件方式进行。
6.5 The Shipment of Goods shall be carried out in accordance with the terms specified in the Release Order. The SERVICE PROVIDER shall provide information of CUSTOMER's client pick-up of the Goods upon CUSTOMER's request via e-mail.	6.5 货物装运应按照放货指令中规定的条款进行。 服务供应商应根据客户的要求通过电子邮件提供客户提货的信息。
6.6 The CUSTOMER has the right to reschedule the date and time of shipment by written notification to the SERVICE PROVIDER in advance but not later than 16:00 Beijing Time of the day before the shipment.	6.6 客户有权提前书面通知服务供应商重新安排装运日期和时间，但不得晚于装运前一天的北京时间 16:00。

6.7 Upon receipt of the Goods at the Warehouse by the CUSTOMER or by a third party at the direction of the CUSTOMER, the person actually receiving the Goods must show the SERVICE PROVIDER following documents:	6.7 客户或客户指示的第三方在仓库收到货物后，实际收货人必须向服务供应商出示以下 文件：
a. a reference code, which is communicated by the CUSTOMER to the SERVICE PROVIDER in the Release Order by email [IF APPLICABLE];	a. 参考代码，由客户通过电子邮件（如适用）在放货指令中告知服务供应商；
b. a document certifying the identity of the recipient of the Goods;	b. 证明收货人身份的文件；
If a technically and commercially unsuitable vehicle is submitted, SERVICE PROVIDER has the right to refuse loading by agreeing such refusal with CUSTOMER on the arrival of the vehicle for loading. Technical and commercial unsuitability of the vehicle is determined in accordance with Clause 6.13 of this WAREHOUSING GTC. Unsuitability of the vehicle for cargo transportation shall be confirmed by the Non-Conformance Report (Appendix E), drawn up by the SERVICE PROVIDER unilaterally, with the mandatory provision of photo/video materials confirming this fact.	如果提交的车辆在技术上和商业上不合适，服务供应商有权拒绝装载，并在车辆到达装载时与客户达成一致。车辆的技术和商业不适用性根据本《仓储服务条款》第 6.13 条确定。车辆不适合货物运输应由服务供应商单方起草的不合格报告（附录 E）确认，并必须提供照片/视频材料确认这一事实。
6.8 The SERVICE PROVIDER shall provide loading of the Goods in the vehicle in accordance with the time frame for shipment pre-booked on the Warehouse's website, if applicable. If the booking is not made through the Warehouse`s website, the booking procedure has to be agreed separately. In absence of such the bookings are to be made by the means of e-mail. As agreed by the Parties, the vehicle may be shipped earlier than the pre-booked shipment time window. In any case the SERVICE PROVIDER shall ensure loading of the Goods on the vehicle not later than the agreed time frame. The date and time of the actual arrival of the vehicle at the Warehouse shall be indicated in the Delivery Receipt drawn up by the SERVICE PROVIDER and the carrier.	6.8 如果适用，服务供应商应按照在仓库网站上预先预订的装运时限将货物装入车辆。如果未通过仓库网站预订，则必须另行商定预订程序。如果没有，则通过电子邮件进行预订。经双方同意，车辆可在预订的装运时间窗口之前装运。在任何情况下，服务供应商都应确保货物在约定时间内装车。车辆实际抵达仓库的日期和时间应在服务供应商和承运人开具的交货收据中注明。
6.9 Shipment of Goods from the Warehouse shall be carried out under the Delivery Receipt, which shall be	6.9 从仓库装运货物应根据交货收据进行，该收据应由服务供应商和运输公司共同起草和签署。

drawn up and signed by the SERVICE PROVIDER and the transportation company. The date and time of shipment of the Goods shall be the date and time specified in the Delivery Receipt (the SERVICE PROVIDER´s mark of transfer of the Goods to the carrier). SERVICE PROVIDER shall store all shipping documents, which covers the shipments of Goods. Under the CUSTOMER's request these shipping documents shall be provided via e-mail within 5 business hours after CUSTOMER's request. Shipping documents shall be in readable PDF format.	货物装运日期和时间应为交货收据（服务供应商向运输公司移交货物的标记）中指定的日期和时间。 服务供应商应保存所有涉及货物运输的运输单据。根据客户的要求，应在客户提出要求后 5 个工作小时内通过电子邮件提供这些货运单据。装运文件应为可读的 PDF 格式。
6.10 The return of shipped Goods to the Warehouse shall be carried out exclusively upon the CUSTOMER's written order. The SERVICE PROVIDER shall not be entitled to accept the Goods in the Warehouse from third parties to whom the Goods have been provided without a written order from the CUSTOMER. In case of acceptance of Goods from third parties without prior written agreement with the CUSTOMER, services for the returned Goods are not be paid by the CUSTOMER except the SERVICE PROVIDER deems it necessary to accept the Goods to the Warehouse due to apparent justifiable reasons (which shall be proved by the SERVICE PROVIDER). In case of necessitated return of the Goods to the Warehouse, the SERVICE PROVIDER shall notice the CUSTOMER upon arrival of the Goods back to the Warehouse about the necessitated return, including all sufficient details.	6.10 只有根据客户的书面订单才能将已发运的货物退回仓库。在没有客户书面订单的情况下，服务供应商无权在仓库接收第三方提供的货物。如果在未事先与客户达成书面协议的情况下接受第三方提供的货物，则客户无需支付退还货物的服务费，除非服务供应商认为由于明显合理的原因（应由服务供应商证明）有必要将货物接收至仓库。在货物必须退回仓库的情况下，服务供应商应在货物运回仓库后通知客户有关必须退 回的情况，包括所有充分的细节。
6.11 The SERVICE PROVIDER shall not load more than two batches of the same brand (type) of Goods on one vehicle as well as load and\or mix CUSTOMER's Goods with Goods of other suppliers. A batch of Goods means a quantity of Goods of one brand accompanied by one quality document. Loading of more than two batches of the same brand of Goods shall be carried out only upon the written consent of an authorized person in specimen of signature of the CUSTOMER.	6.11 服务供应商不得在一辆车上装载两批以上同一品牌（类型）的货物，也不得将客户的货物与其他供应商的货物混合装载。一批货物是指一个品牌的一定数量的货物，并附有一份质量文件。同一品牌的两批以上货物的装载只有在获得授权人的书面同意并有客户签字样本的情况下才能进行。
6.12 The SERVICE PROVIDER shall prepare the Goods for delivery to the consignee before handing them	6.12 服务供应商应在将货物移交给收货人之前做好交付准备，包括清洁货物免受污染、检查包装

over, including cleaning from contamination, checking the integrity of packaging and packing, and performing other actions aimed at ensuring the proper condition, as well as commericial condition of packaging, of the Goods.	的完整性以及采取其他措施确保货物的正常状态和包装的商业状态。
6.13 The SERVICE PROVIDER is obliged to check the condition of the vehicle arriving for loading with regard to its suitability for transportation. An unsuitable vehicle is a vehicle, the operation of which is prohibited by the applicable legislation, as well as a vehicle with a defect of locking devices, with damages, a vehicle containing foreign objects, residues of previously transported cargo, vehicles with other violations that do not ensure proper performance of cargo transportation services in accordance with the Release Order. If a technically and commercially unsuitable vehicle is detected, the SERVICE PROVIDER shall inform within 3 hours the CUSTOMER of this fact. The SERVICE PROVIDER is also obliged to check the availability and validity of the Cleaning Certificate (Certificate of Cleaning of the Polymer Vessel). The Cleaning Certificate must be valid: the period of validity of the Cleaning Certificate must extend to the entire transportation and confirm that the vehicle has been cleaned in accordance with all requirements applicable to the cleaning of vehicles.	6.13 服务供应商有义务检查到达装货的车辆是否适合运输。不适合运输的车辆是指适用法律禁止运营的车辆，以及锁定装置有缺陷、有损坏、装有异物、之前运输货物有残留物的车辆，以及有其他违规行为、无法确保按照放货指令正确执行货物运输服务的车辆。如果发现技术和商业上不合适的车辆，服务供应商应在 3 小时内将此情况告知客户。服务供应商还有义务检查清洁证书（聚合物容器清洁证书）的可用性和有效性。清洗证书必须有效：清洗证书的有效期必须延伸至整个运输过程，并确认车辆已按照所有适用于车辆清洗的要求进行了清洗。
6.14 The SERVICE PROVIDER shall hand over the following documents to the consignee or carrier company:	6.14 服务供应商应将下列文件交给收货人或承运人公司：
• Delivery Receipt,	• 交货收据、
• T1 (in case of transportation of non-exported Goods),	• T1（如果是非出口货物运输）、
• Invoice (in case of transportation of non-exported Goods),	• 发票（在运输非出口货物的情况下）、
• Scan-copy of the Certificate of quality of Goods of the manufacturing plant, if applicable;	• 生产厂货物质量证书的扫描件（如适用）；
• Permit for transportation of dangerous Goods, if applicable.	• 危险品运输许可证（如适用）。

The documents have to be provided not later than 2 hours after loading or not later than 1 hour after loading in case of DAP shipment	这些文件必须在装货后 2 小时内提供，如果是 DAP 装运，则必须在装货后 1 小时内提供。
6.15 In the event of instructions in the Release Order for the shipment of Goods from a particular batch, as well as if there is a reservation of certain Goods for a particular Consignee of the CUSTOMER, the SERVICE PROVIDER shall ship the Goods in accordance with such instructions.	6.15 如果放货指令中指示装运特定批次的货物，或者为客户的特定收货人预订了某些货物，则服务供应商应根据该指示装运货物。
6.16 In case of deviation from instructions on shipment of a certain batch, certain Goods under reservation for a certain Consignee of the CUSTOMER, set forth in the CUSTOMER's Release Order, such deviation, except in case of no valid reason without prior written consent of the CUSTOMER, shall be equal to non-execution of the CUSTOMER's Release Order. In such case the CUSTOMER shall be entitled to demand payment of a penalty in the amount of 800 RMB.	6.16 如果偏离客户放货指令中规定的某一批次、某一收货人预订的某些货物的装运指示，除无正当理由且事先未经客户书面同意外，这种偏离应等同于不执行客户的放货指令。在此情况下，客户有权要求支付 800 元人民币的违约金。
6.17 If the SERVICE PROVIDER provides Services in terms of simple storage (without additional services: packing, de-bagging and bulk shipments) the Parties have agreed that the procedure for determining the mass and number of losses due to storage is determined without error (toleration). In case the SERVICE PROVIDER renders storage services with re-packing services: packing, de-bagging, as well as bulk shipment, the Parties agreed to apply the following error (tolerance):	6.17 如果 "服务供应商 "提供的服务只是简单的仓储（无附加服务：包装、拆包和散装），则双方同意在确定因仓储而造成的损失数量和数量时无误差（容许误差）。如果服务供应商提供的仓储服务包含重新包装服务：包装、拆包和散装运输，则双方 同意适用以下误差（容许误差）：
• By providing of prepackaging and de-bagging services, the normal error is 25 kg on average for all shipments during the quarter • By providing of bulk shipment services, the normal error is 0,07% per silo.	• 通过提供预包装和拆包服务，本季度所有货运的正常误差平均为 25 公斤 • 通过提供散货运输服务，每个筒仓的正常误差为 0.07%。
6.18 Shipping of damaged Goods without prior express written CUSTOMER’s consent is forbidden.	6.18 未经客户事先明确书面同意，禁止运送受损货物。

7. Packaging material	**7. 包装材料**
The SERVICE PROVIDER is responsible for the handling of packaging material in appropriate volumes for the services in accordance with the Operations Manual and this WAREHOUSING GTC.	服务供应商负责根据《操作手册》和本《仓储服务条款》处理服务所需的适当数量的包装材料。
8. IT	**8. 信息技术**
The Parties agree on using the Logistics platform according to the instructions provided (Appendix B) The status of the Cargo has to be updated in Logistics platform in real time but in any case not later than at the end of the day of the status change. The arrival and departure of the vehicle shall be updated separately. Upon separate agreement between the Parties, the Parties can implement EDI (Electronic Data Interchange) using IDOC or XML messages between the SERVICE PROVIDER's WMS and the CUSTOMER's SAP system. Parties of the Warehousing Agreement agreed that they need to establish an integration between SIBUR SAP ERP system and the WMS system of external warehouse contractor using 4 interfaces: 1. Outbound deliveries 2. Inbound deliveries 3. Goods movement 4. Product balance request interface According to the Technical prerequisites for compatibility with the SIBUR-system the system of external warehouses shall provide: 1. Secure connection over HTTPS / TLS 1.1, 1.2 2. SOAP 1.1 or REST/XML communication Protocol and message formats according to the WSDL/XML attached below 3. Test and Productive versions of services 4. WSDL for each function (see below) with the URL of the entry points (address location and SoapAction) in the test and production landscapes (based on the WSDL prototype)	双方同意根据所提供的说明（附录 B）使用物流平台。 货物状态必须在物流平台上实时更新，但在任何情况下不得晚于状态变化当日结束时。车辆的到达和离开应分别更新。 经双方单独同意，双方可在服务供应商的 WMS 系统和客户的 SAP 系统之间使用 IDOC 或 XML 信息实施 EDI（电子数据交换）。 《仓储协议》双方同意，他们需要在 SIBUR SAP ERP 系统和外部仓库承包商的 WMS 系统之间使用 4 个接口建立集成： 1. 出库交货 2. 入库交货 3. 货物运输 4. 产品平衡申请界面 根据与 SIBUR 系统兼容的技术前提条件，外部仓库系统应具备以下功能 1. 通过 HTTPS / TLS 1.1、1.2 进行安全连接 2. SOAP 1.1 或 REST/XML 通信协议和信息格式，如下文所附的 WSDL/XML 所示 3. 服务的测试和生产版本 4. 每个功能的 WSDL（见下文）以及测试和生产环境中入口点的 URL（地址位置和 SoapAction）（基于 WSDL 原型）

The specifications for the integration fully described by the document: «SIBUR external WH API» (Appendix B). An integration between SIBUR SAP ERP system and the WMS system of external warehouse contractor must be established in 1 month after signing a Warehousing Agreement.	文档中完整描述的集成规范： "SIBUR 外部 WH API"（附录 B）。 SIBUR SAP ERP 系统与外部仓库承包商的 WMS 系统之间的集成必须在签订《仓储协议》后 1 个月内完成。
9. Hazardous Goods	**9. 危险品**
Hazardous Goods handled, stored and/or distributed under this WAREHOUSING GTC to be agreed in the appendix to a Warehousing Agreement by the Parties. If any Services re hazardous Goods from the SERVICE PROVIDER are needed, the SERVICE PROVIDER undertakes that it shall have obtained proper permit, license and/or certificate under Chinese law and is ready to provide such service at any time per request of the CUSTOMER. Upon request of the CUSTOMER, the SERVICE PROVIDER shall provide a copy of its permit, license and/or certificate to the CUSTOMER for verification.	根据本仓储服务条款处理、储存和/或分发的危险品，由双方在《仓储协议》附录中约定。如果需要服务供应商提供任何有关危险品的服务，服务供应商承诺其已根据中国法律 取得适当的许可证、执照和/或证书，并随时准备根据客户的要求提供此类服务。在客户提出要求时，服务供应商应向客户提供其许可证、执照和/或证书的副本以供核对。
10. Quality Management	**10. 质量管理**
10.1 The SERVICE PROVIDER shall adhere to all quality requirements of the CUSTOMER as agreed between the Parties, the quality requirements set out in the Quality / ESHA Manual and all applicable legal requirements in relation to quality management. It is the responsibility of the CUSTOMER to submit future quality requirements in a complete and timely manner to the SERVICE PROVIDER and provide further clarifications if needed. For the avoidance of doubt future quality requirements (except based on new or changing mandatory rules), can only be amended by mutual agreement of the Parties.	10.1 服务供应商应遵守双方商定的客户的所有质量要求、《质量/ ESHA 手册》中规定的质量要求以及与质量管理相关的所有适用法律要求。客户有责任完整、及时地向服务供应商提交未来的质量要求，并 在必要时提供进一步说明。为避免疑问，未来的质量要求（基于新的或不断变化的强制性规定的除外）只能经双方同意后进行修改。
10.2 The SERVICE PROVIDER shall appoint a person to ensure that all the CUSTOMER quality requirements are implemented and maintained in an appropriate period.	10.2 服务供应商应指定专人确保客户的所有质量要求在适当的时间内得到执行和维护。

10.3 The SERVICE PROVIDER shall meet at least the following requirements:	10.3 服务供应商应至少满足以下要求：
• batch traceability to first consignee for all finished Goods, including returns and customized Goods (including but not limited to monitoring and reporting), unless a third party has been assigned by the CUSTOMER;	-所有成品（包括退货和定制货物）的批次可追溯至第一收货人（包括但不 限于监控和报告），除非客户指定第三方；
• obligation to inform the CUSTOMER about inspections by local authorities;	-有义务向客户通报地方当局的检查情况；
• Compliance with requirements of ISO 9001 and 14001 that are listed in the Operations Manual. For the avoidance of doubt: SERVICE PROVIDER has to fulfill only the explicit listed requirements, but not all requirements of ISO 9001 and 14001.	-遵守《操作手册》中列出的 ISO 9001 和 14001 要求。为避免疑义： 服务供应商仅需满足明确列出的要求，而非 ISO 9001 和 14001 的所有要求。
10.4 The CUSTOMER shall be entitled to make quality and regulatory audits once a year at no additional cost. However, other audits will require payment and needs to be agreed in advance. To that end, the auditor designated shall proceed with any enquiries he/she considers useful, concerning the procedures of performance of the Services. Such agreement to perform the audit cannot be unreasonably withheld by the SERVICE PROVIDER.	10.4 客户有权每年进行一次质量和法规审计，无需支付额外费用。但是，其他审核需要付费，并需事先商定。为此，指定的审计员应就服务的执行程序进行其认为有用的任何查询。服务供应商不得无理拒绝执行审计。
10.5 The SERVICE PROVIDER shall store historical data regarding the CUSTOMER Services for a period of at least 11 years unless required longer under any applicable laws or regulations. Such data shall contain the following elements:	10.5 除非适用法律或法规要求更长的期限，否则服务供应商应将有关客户服务的历史数据至少保存 11 年。此类数据应包含以下内容
• Products and their corresponding batch numbers delivered by customer by date.	- 客户按日期交付的产品及其相应的批号。
• Temperature records (where temperature led storage is required in accordance with the Operations Manual).	- 温度记录（如果根据《操作手册》需要温度引导存储）。
The SERVICE PROVIDER shall make available such data in a readable format to the CUSTOMER free of charge upon request by the CUSTOMER.	服务供应商应根据客户要求，以可读格式向客户免费提供此类数据。

11. Information and Audits	**11. 信息和审计**
11.1 If the CUSTOMER, due to mandatory law needs information from the SERVICE PROVIDER for its own reporting or the reporting of an Affiliate of the CUSTOMER, the SERVICE PROVIDER will provide such information in accordance with applicable law and confidentiality provisions of this WAREHOUSING GTC. The SERVICE PROVIDER will take all reasonable steps to allow the CUSTOMER to conduct an audit to gather the required information, i.e. to allow the CUSTOMER to perform any tests on site, access documentation managed on behalf of the CUSTOMER (for example delivery notes signed by the CUSTOMER customers) and check physical security, to ensure that adequate controls are in place.	11.1 如果客户因强制性法律规定需要服务供应商提供信息，用于其自身或客户关联方的报 告，则服务供应商将根据适用法律和本《仓储服务条款》的保密规定提供此类信息。服务供应商应采取一切合理措施，允许客户进行审计以收集所需信息，即允许客 户在现场进行任何测试、查阅代表客户管理的文件（例如由客户签署的交货单）并 检查实物安全，以确保已采取适当控制措施。
11.2 The CUSTOMER shall have the right to conduct a technical audit of the warehouse and evaluate the warehouse and storage processes according to the checklist set forth in Appendix F, anytime, without notifying the SERVICE PROVIDER. The audit includes the assessment of the technical condition of the warehouse, compliance with the requirements for the storage of Goods, labor safety requirements. The auditor may be any employee of the CUSTOMER or an audit company. Informing about the planned audit shall be carried out through the e-mail specified in Clause 15.5 of this WAREHOUSING GTC. The audit shall not hinder the ordinary business of the SERVICE PROVIDER.	11.2 任何时候，客户都有权在不通知服务供应商的情况下，根据附录 F 中规定的清单对仓库进行技术审核，并对仓库和存储流程进行评估。审计内容包括评估仓库的技术状况、是否符合货物存储要求和劳动安全要求。审计员可以是客户的任何员工或审计公司。审核计划的通知应通过本《仓储服务条款》第 15.5 条规定的电子邮件进行。审核不得妨碍服务供应商的正常业务。
11.3 The SERVICE PROVIDER provides the CUSTOMER with a daily report according to Appendix B:	11.3 服务供应商根据附录 B向客户提供日报表：
• on the accepted Products;	- 关于验收产品的报告；
• on shipments;	- 发货情况
• on product balance;	- 产品余额
• on damaged Products.	- 受损产品。

The reports listed in Appendix B must contain an up-to-date and correct information. The reports, except for Repot on damaged Products) must be provided to the CUSTOMER no later than 09.00 (nine o'clock a.m.) Moscow time following the day of transactions in accordance with the requirements for each type of report to the email addresses agreed by the Parties.	附录 B 所列报告必须包含最新的正确信息。报告（受损产品报告除外）必须按照每类报告的要求，在交易日次日莫斯科时间上午 9 时前提供给"客户"，并发送到双方商定的电子邮件地址。
The Report on damaged product must be provided to the CUSTOMER each Monday not later than 9.00 (nine o'clock a.m.) Moscow time. The SERVICE PROVIDER is to request the form of the Report on damaged Products for its part, the CUSTOMER is to provide the requested form. The Inbound and Outbound reports are to be accompanied with the loaders reports – the acceptance of Goods in SAP system is performed based on the data in such loaders reports. The forms of loader reports are to be in accordance with Appendix G.	每周一必须在莫斯科时间 9.00（上午九点）之前向客户提供受损产品报告。服务供应商 "应要求 "客户 "提供其受损产品报告的格式，"客户 "应提供所要求的格式。入库和出库报告应附有装载机报告 - SAP 系统中的货物验收是根据装载机报告中的数据进行的。 装载机报告的格式应符合附录 G 的规定。
11.3.1 If the cargo is relocated from one warehouse to another, the SERVICE PROVIDER shall create a separate report with detailed information on which vehicle, from which warehouse and to which warehouse the cargo was transported. SERVICE PROVIDER shall inform and provide the detailed report immediately after the relocation.	11.3.1 如果货物从一个仓库转移到另一个仓库，服务供应商应创建一份单独的报告，详细说明货物是由哪辆车、从哪个仓库以及运到哪个仓库的。 服务供应商应在搬迁后立即通知并提供详细报告。
12. Insurance	**12. 保险**
12.1 Unless otherwise agreed by the Parties, the Goods Insurance shall be carried out by the CUSTOMER. For any insurance carried out by the SERVICE PROVIDER the Clauses 12.2 – 12.5 shall respectively apply.	12.1 除非双方另有约定，货物保险应由客户承担。对于服务供应商实施的任何保险，应分别适用第 12.2 - 12.5 条。
12.2 The SERVICE PROVIDER shall provide the CUSTOMER with certificates of insurance from its insurers without undue delay upon demand by the CUSTOMER. Such insurance policies shall be primary over any insurance maintained by the CUSTOMER. For avoidance of doubt, the SERVICE PROVIDER is responsible for insurance	12.2 在客户提出要求时，服务供应商应及时向客户提供其保险公司出具的保险证明。此类保险应优先于客户投保的任何保险。为免生疑问，服务供应商应负责从提货时起至货物出库时止的保险。

from the moment of Goods pick up till outbound from warehouse.	
12.3 The SERVICE PROVIDER shall maintain the above insurance coverage at no additional cost for the CUSTOMER.	12.3 服务供应商应维持上述保险，客户无需支付额外费用。
12.4 The SERVICE PROVIDER shall inform the CUSTOMER immediately in detail in case of any insured event and of any loss of or damage to or destruction of the Products, as soon as it becomes aware of the same but not later than 24 hours after the event has occurred and take all the necessary action to prevent further damage and loss.	12.4 如果发生任何保险事件以及产品的任何损失、损坏或毁坏，服务供应商应在获悉后立即详细 通知客户，但不得迟于事件发生后 24 小时，并采取一切必要行动防止进一步的损坏和损失。
12.5 SERVICE PROVIDER shall notify the CUSTOMER in case of substantial alteration that will affect the CUSTOMER, immediately, otherwise within 3 working days, including, without limitation, of any cancellation of a relevant insurance policy of any material change to the policy.	12.5 如果发生影响客户的重大变更，服务供应商应立即通知客户，否则应在 3 个工作日内通知客户，包括但不限于相关保单的取消或保单的任何重大变更。
13. <u>Additional Services</u>	**13. <u>附加服务</u>**
Any services to be provided by the SERVICE PROVIDER in addition to the Services set forth in this WAREHOUSING GTC, shall be considered as special performances and are subject to a separate written agreement between the Parties.	除本《仓储服务条款》规定的服务外，服务供应商提供的任何服务均应视为特殊服务，双方应另行签订书面协议。
14. <u>Service level and key performance indicators (KPI's)</u>	**14. <u>服务水平和关键绩效指标（KPI）</u>**
14.1 If during the calendar year the number of cases of non-performance under the Clause 21 of the WAREHOUSING GTC is equal to "0" (no cases of non-performance) and the KPIs indicated in Appendix H have been satisfied, the CUSTOMER will prevail SERVICE PROVIDER over other service providers if considering entering into a new Warehousing Agreement with similar terms after expiration of the Warehousing Agreement.	14.1 如果在该日历年内，《仓储服务条款》 第 21 条规定的不履约情况数量等于 "0"（无不履 约情况），并且满足附录 H 中列出的关键绩效指标，则在《仓储协议》到期后，客户在考 虑签订条款类似的新《仓储协议》时，将优先选择服务供应商。双方同意每季度总结关键绩效指标的结果，并采取措施实现这些结果。

The Parties agree to sum up the results of KPIs on quarterly basis and undertake measures to achieve them.	
15. Pricing	**15. 定价**
15.1 The Services provided by the SERVICE PROVIDER in accordance with this WAREHOUSING GTC should be remunerated as specially agreed by the parties. Calculation of the amount of the costs of warehouse services, where the quotation contains the rate per metric ton, shall be made on the "net" weight basis. The agreed rate per metric ton shall remain unchanged and apply for three (3) years since the effective date of the Warehousing Agreement, unless otherwise agreed by the Parties in the individual case, in a separate written document or in a supplementary agreement. All costs and charges are invoiced in CNY. All prices include all applicable taxes, withholdings and charges and are not subject to unilateral escalation.	15.1 服务供应商根据本《仓储服务条款》提供的服务，应按照双方特别约定的方式支付酬 金。如果报价单包含每公吨的费率，则应按 "净重 "计算仓储服务费用。自《仓储协议》生效之日起三 (3) 年内，商定的每公吨费率应保持不变，除非双方在单独的书面文件或补充协议中另有约定。所有成本和费用均以人民币开具发票。所有价格包括所有适用的税费、预扣款和费用，且不得单方面上调。
15.2 All materials and equipment required to perform the services will be priced separately. Costs for additional services which are not in the scope of services described in additional agreement to the Warehousing Agreement, needs to be confirmed in advance, otherwise the CUSTOMER is entitled to reject them.	15.2 执行服务所需的所有材料和设备将单独定价。《仓储协议》附加协议中描述的服务范围之外的附加服务费用需要提前确认，否则客户有权拒绝。
15.3 The SERVICE PROVIDER invoices its Services to the CUSTOMER on a monthly basis, unless otherwise agreed in the individual case. The Parties agree that the SERVICE PROVIDER shall provide the draft invoices together with a one-page overview of the Services rendered in the preceeding month by the tenth day of a calendar month to the CUSTOMER for its preliminary check. The SERVICE PROVIDER shall issue the formal invoice to the CUSTOMER within five (5) Business Days upon receiving the CUSTOMER's confirmation. Unless otherwise agreed in the individual case, the invoices with scope of Services confirmed by the CUSTOMER are due for payment within 60 calendar days from the invoice date.	15.3 除非个别情况另有约定，否则服务供应商每个月向客户开具一次服务发票。双方同意，服务供应商应在每个日历月的第 10 天之前向客户提供在上个月所提供服务的一页概述及相应的发票草案，以供客户初步核对。服务供应商应在收到客户确认后的五 (5) 个工作日内向客户开具正式发票。除非个别情况另有约定，经客户确认的服务范围发票应在发票日期起 60 个日历日内支付。

15.3.1 The SERVICE PROVIDER invoices its Services to the CUSTOMER for the following costs: Basic costs (handling of the Goods - loading and unloading of the Goods, storage of the Goods, Customs declaration services, Haulage of the Goods), Reflected additional costs which are directly specified within the Contract and Extra costs (including, but not limited to, shipping line and port related costs and detention).	15.3.1 服务供应商向客户开具的服务发票包含以下费用： 基本费用（货物装卸、货物存储、报关服务、货物运输）、合同中直接规定的额外费用和额外费用（包括但不限于船公司和港口相关费用和滞留费用）。
15.3.2 The SERVICE PROVIDER sends the invoices for its Services for Basic costs for preliminary check by the CUSTOMER twice a month before 25th calendar day for the first half of the current month and before 10th calendar day for the second half of the previous month. The SERVICE PROVIDER sends the invoices for its Services for Reflected additional costs for preliminary check by the CUSTOMER on a monthly basis before 10th calendar day for the previous month. The SERVICE PROVIDER sends the documents for its Services for Extra costs for preliminary check by the CUSTOMER on a monthly basis before 10th calendar day of the month for the previous month.	15.3.2 服务供应商每月两次在当月上半月的第 25 个日历日前和上月下半月的第 10 个日历日前向客户发送其服务的基本费用发票，供客户初步核对。 服务供应商每月 10 日历日前发送服务发票，供客户初步核对上月的反映额外费用。 服务供应商每月 10 日历日前发送其服务的额外费用文件，供客户初步核对上月费用。
15.4 The CUSTOMER may in writing request further individual proof of the invoiced performances within twelve months of receipt of the invoice according to Clause 15.3 above and have the documents relevant for the respective invoice inspected by an independent auditor. If the CUSTOMER or\and an auditor engaged by the CUSTOMER establishes the incorrectness of the calculations of the SERVICE PROVIDER, the SERVICE PROVIDER shall reimburse the CUSTOMER with the amount in respect of which the violations were established, as well as the costs of hiring the auditor.	15.4 根据上述第 15.3 条规定，客户可在收到发票后 12 个月内以书面形式 要求提供发票业绩的进一步单项证明，并要求独立审计员检查与各发票相关的文件。如果客户或客户聘请的审计师证实服务供应商的计算有误，则服务供应商应向客户偿还违规金额以及聘请审计师的费用。
In the event the SERVICE PROVIDER fails to provide the invoices within the time agreed in this WAREHOUSING GTC, the CUSTOMER shall be entitled to delay the payment of the corresponding amount for the same period of time as delayed by the SERVICE PROVIDER. Any costs and/or losses caused	如果服务供应商未能在本《仓储服务条款》 中约定的时间内提供发票，则客户有权在服务供应商延迟的相同时间内延迟支付相应金额。由此造成的任何费用和/或损失应由服务供应商承担。

by such delay shall be borne by the SERVICE RPOVIDER.	
15.5 All invoices and confirming documents, shipping documents shall be addressed to the CUSTOMER:	15.5 所有发票和确认文件、装运文件均应发给客户：
SIBUR International Trading (Shanghai) Co., Ltd.	西布尔国际贸易（上海）有限公司
Floor 50, Sinar Mas Plaza, No 501 Dongdaming Rd, Hongkou District, Shanghai, China	中国上海市虹口区东大名路 501 号上海白玉兰广场 50 层
Electronic invoices and confirming documents, shipping documents can be sent in readable PDF format according to the procedure stated in the WAREHOUSING GTC to: SRM (link: https://srm.sibur.ru) For claims depclaclog@sibur.ru	根据《仓储服务条款》规定的程序，电子发票和确认文件、装运文件可以可读 PDF 格式发送至 SRM (链接: https://srm.sibur.ru) 索赔 depclaclog@sibur.ru
15.6 Multicurrency. The Parties hereby agree that notwithstanding the currency specified in price determination of the Services in the Warehousing Agreement the currency of the payment may be any of the following currencies: USD, EUR, RMB, RUB, AED, TRY or Swiss francs (CHF). The Buyer shall make all payments under the Warehousing Agreement strictly in the currency specified in the respective invoice issued by the Seller, which shall not contradict any previous instruction of the Buyer to issue the invoice in currency specified herein, and according to the bank details (hereinafter the “Bank Details”) specified in the respective invoice. No currency fluctuations to be reimbursed. The conditions of this Clause are of the essence and breach of this Clause shall be deemed a material breach for the purposes of the Warehousing Agreement. The payment shall be effected at the exchange rate established by CFETS (“CFETS”). For USD, EUR, RMB, AED, TRY or CHF the invoice amount shall be converted into another currency by using the foreign exchange rate of the CFETS, rounded to four decimal places, quoted at the CFETS website (https://www.chinamoney.com.cn) on the Payment Date. For RUB the invoice amount shall be converted into another currency by using the foreign exchange rate of the Russia	15.6. 多种货币。双方特此同意，尽管在《仓储协议》中规定了确定服务价格的货币，但付款货币可以是以下任何一种货币：美元、欧元、人民币、卢布、阿联酋迪拉姆、土耳其里拉或瑞士法郎（CHF）： 美元、欧元、人民币、卢布、AED、TRY 或瑞士法郎 (CHF)。买方应严格按照卖方开具的相应发票中规定的货币支付《仓储协议》项下的所有款项，该发票不得与买方之前发出的以此处规定的货币开具发票的任何指示相矛盾，并应按照相应发票中规定的银行详细信息（以下简称 "银行详细信息"）进行支付。货币波动不予补偿。本条款的条件至关重要，就《仓储协议》而言，违反本条款应视为重大违约。付款应按 CFETS（"CFETS"）确定的汇率进行。对于美元、欧元、人民币、阿联酋迪拉姆、土耳其里拉或瑞士法郎，发票金额应使用 CFETS 网站 (https://www.chinamoney.com.cn)在付款日所报的 CFETS 外汇汇率换算成另一种货币，四舍五入至小数点后四位。对于卢布，发票金额应使用俄罗斯中央银行（"CB RF"）在付款日前一个银行工作日在 CB RF 网站 (www.cbr.ru)上公布的四舍五入至小数点后四位的外汇汇率兑换成另一种货币。

Central Bank ("CB RF"), rounded to four decimal places, quoted on the CB RF website (www.cbr.ru), one banking day before the Payment Date.	
For the purposes of this Clause: "Payment Date" means the value date indicated in a SWIFT message (or other accepted means of written interbank payment instructions) with payment instructions (or in the other respective payment document if applicable) for the respective payment.	就本条款而言： "付款日 "是指 SWIFT 报文（或其他可接受的银行间书面付款指示方式）和付款指示（或其他相应的付款文件，如适用）中指明的相应付款的价值日期。
16. Prices	**16. 价格**
The Prices and the Pricing process is stipulated in additional agreement to the Warehousing Agreement.	《仓储协议》的附加协议中规定了价格和定价过程。
17. Contract Management / Logistics team	**17. 合同管理/物流团队**
17.1 The Parties agree to execute this WAREHOUSING GTC in accordance with good commercial practices and good faith.	17.1 双方同意按照良好的商业惯例和诚信执行本《仓储服务条款》。
17.2 The logistics team (Supply Chain Deliver) has the role of coordinating all operational measures in conjunction of the WAREHOUSING GTC. KPI performance, operational issues (and prioritization) and definition of productivity improvement projects and their review shall be key priorities of the SERVICE PROVIDER`s logistic team and part of periodic report to the CUSTOMER`s representatives.	17.2 物流团队（Supply Chain Deliver）的职责是协调与《仓储服务条款》 相关的所有运营措施。KPI 业绩、运营问题（和优先级）、生产力改进项目的定义及其审查应是服务供应商物流 团队的主要优先事项，也是向客户代表提交的定期报告的一部分。
18. Phase-out	**18. 逐步淘汰**
The parties will cooperate upon termination of the WAREHOUSING GTC to avoid unfavorable effects for the CUSTOMER's operations, in particular for the production and distribution of the Products. In particular:	《仓储服务条款》终止后，双方将进行合作，以避免对客户的运营，尤其是产品的生产和分销造成不利影响。尤其是
(a) The SERVICE PROVIDER shall put at the CUSTOMER's disposal all materials and equipment paid for by the CUSTOMER.	(a) 服务供应商应将客户支付的所有材料和设备交由客户处置。

(b) The SERVICE PROVIDER shall deliver all data relevant to stored Products.	(b) 服务供应商应交付与存储产品相关的所有数据。
(c) The SERVICE PROVIDER shall perform a stock count.	(c) 服务供应商应清点库存。
19. <u>Early Termination</u>	**19. <u>提前终止</u>**
19.1 Without prejudice to statutory termination provisions either Party shall have the right to terminate a Warehousing Agreement with immediate effect upon prior written notice to the other Party upon occurrence of any of the following events:	19.1 在不影响法定终止条款的情况下，任何一方均有权在发生以下任何事件时，在事先书面通知对方后立即终止《仓储协议》：
(a) Bankruptcy, concordat process, liquidation, suspension of payments, insolvency or comparable proceedings in relation to the respective other Party under any applicable law and such situation has not been set aside within 30 days;	(a) 任何适用法律规定的与另一方有关的破产、协约程序、清算、暂停付款、资不抵债 或类似程序，且此类情况未在 30 天内撤销；
(b) A third party (i.e. non-Affiliate) who is a competitor of the CUSTOMER or the SERVICE PROVIDER respectively acquires or becomes the beneficial owner of a direct or indirect controlling participation in the SERVICE PROVIDER or the CUSTOMER respectively. For the purposes of this Clause 19.1 (b) “controlling participation” means any person, directly or indirectly (whether acting alone or in concert):	(b) 作为客户或服务供应商竞争对手的第三方（即非关联方）分别获得或成为服务供应商或客户的直接或间接控股参股的实益拥有人。在本第 19.1 (b)条中，"控股参与 "指任何直接或间接（单独或一致行动）的人：
• holding majority of the voting rights in the SERVICE PROVIDER or the CUSTOMER respectively;	-分别持有服务供应商或客户的多数表决权；
• having the right to appoint or remove a majority of the management of in the SERVICE PROVIDER or the CUSTOMER respectively;	-有权任命或罢免服务供应商或客户的多数管理层；
• controlling alone, pursuant to an agreement with others, a majority of the voting rights in the SERVICE PROVIDER or the CUSTOMER respectively and/or	-根据与他人达成的协议，单独控制服务供应商或客户的多数表决权，及/或
• holding all or the substantial assets of the in the SERVICE PROVIDER or the CUSTOMER respectively.	-分别持有服务供应商或客户的全部或大部分资产。
(c) The SERVICE PROVIDER or the CUSTOMER respectively acquires or holds a direct or indirect participation in a competitor of the CUSTOMER or the SERVICE PROVIDER respectively;	(c) 服务供应商或客户分别收购或直接或间接参股客户或服务供应商的竞争对手；

19.2 Without prejudice to statutory provisions, the Parties shall have the right to terminate the Warehousing Agreement by giving 30 days' prior written notice to the breaching Party upon any material breach of its obligations under this WAREHOUSING GTC:	19.2 在不影响法律规定的情况下，双方有权在任何一方严重违反本《仓储服务条款》 规定的义务时，提前 30 天以书面形式通知违约方终止《仓储协议》：
(a) The SERVICE PROVIDER fails at any time to maintain the agreed upon insurance levels according to Clause 12;	(a) 服务供应商在任何时候未能根据第 12 条保持约定的保险水平；
(b) The SERVICE PROVIDER no longer has all necessary permits and authorizations to operate the Warehouse and/or provide any of the Services under this WAREHOUSING GTC;	(b) 服务供应商不再拥有经营仓库和/或根据本《仓储服务条款》提供任何服务所需的所有许可和授权；
(c) The SERVICE PROVIDER materially breaches any quality related obligation under this WAREHOUSING GTC, including but not limited to, any provisions in the Operation Manual or fails to comply with applicable laws.	(c) 服务供应商严重违反本《仓储服务条款》规定的任何与质量相关的义务，包括但不限于《操作手册》中的任何规定或未能遵守适用法律。
(d) The SERVICE PROVIDER fails to comply with its obligations under Clause 31.	(d) 服务供应商未能遵守第 31 条规定的义务。
(e) The procurement sourcing fails to agree on prices;	(e) 采购方未能就价格达成一致；
(f) The SERVICE PROVIDER fails to rectify the breach following CUSTOMER's claim within 30 calendar days;	(f) 服务供应商未能在客户提出要求后 30 个日历日内纠正违约行为；
(g) The SERVICE PROVIDER is in material breach of his obligations under the present WAREHOUSING GTC.	(g) 服务供应商严重违反本《仓储服务条款》规定的义务。
For avoidance of doubt, the CUSTOMER is entitled to terminate the Warehousing Agreement from the date stated in the given written notice	为免生疑问，客户有权自书面通知所述日期起终止《仓储协议》。
19.3 If the Warehouse should be destroyed totally or to a substantial extent or is otherwise not usable anymore, thereby rendering the provision of the Services under this WAREHOUSING GTC impossible the CUSTOMER and the SERVICE PROVIDER shall consult with each other and negotiate about alternatives available. If the Parties should not have agreed upon an alternative warehouse solution within one month after such consultation, the CUSTOMER may terminate the	19.3 如果仓库被完全或部分毁坏，或因其他原因无法继续使用，导致无法提供本《仓储服务条款》项下的服务，客户和服务供应商应进行协商，并就替代方案进行谈判。如果双方在协商后一个月内未就替代仓库解决方案达成一致，则客户可发出通知终止《仓储协议》，并立即生效。

Warehousing Agreement by giving notice, with immediate effect.	
19.4 Either party can terminate the Warehousing Agreement – for convenience or otherwise – at any time by giving three (3) months' prior written notice. The Parties agree that the use of the right stated herein does not violate the rights and/or interests of the Parties.	19.4 任何一方均可随时终止《仓储协议》--出于方便或其他原因--只需提前三 (3) 个月发 出书面通知。双方同意，此处所述权利的使用不侵犯双方的权利和/或利益。
19.5 The CUSTOMER shall have the right to terminate the Warehousign Agreeement upon one month prior written notice in case the SERVICE PROVIDER should (i) fail to provide the Services in compliance with the key performance indicators under the present WAREHOUSING GTC.	19.5 如果服务供应商 (i) 未能按照本《仓储服务条款》规定的关键绩效指标提供服务，客户有权 在提前一个月发出书面通知后终止《仓储协议》。
20. <u>Miscellaneous</u>	**20. <u>杂项</u>**
20.1 The SERVICE PROVIDER (Contractor) confirms that at the time of conclusion of the Warehousing Agreement, he is familiar with all the documents that are provided by the CUSTOMER (Company) by clicking on the links specified in the WAREHOUSING GTC (hereinafter referred to as the SIBUR’s Contractual Terms). SIBUR's Contractual terms are an integral part of the Warehousing Agreement.	20.1 服务供应商（承包商）确认，在签订《仓储协议》时，他已熟悉客户（公司）通过点击《仓储服务条款》 中指定的链接提供的所有文件（以下简称 SIBUR 合同条款）。SIBUR 合同条款是《仓储协议》不可分割的一部分。
20.2 The signing of the Warehousing Agreement means the joining of the SERVICE PROVIDER to the SIBUR's Contractual terms. If the terms of the WAREHOUSING GTC and/or the Warehousing Agreement differ from the SIBUR's Contractual terms, the Parties are guided by the SIBUR's Contractual terms.	20.2 《仓储协议》的签署意味着服务供应商加入 SIBUR 合同条款。如果《仓储服务条款》 和/或《仓储协议》的条款与 SIBUR 合同条款不同，则双方以 SIBUR 合同条款为准。
20.3 Non-compliance by the SERVICE PROVIDER and/or third parties engaged by the SERVICE PROVIDER with the SIBUR's Contractual termsis a material violation of the terms of the Warehousing Agreement.	20.3 服务供应商和/或服务供应商聘用的第三方不遵守 SIBUR 的合同条款是对《仓储协议》条款的严重违反。

20.4 The SIBUR's Contractual terms ensures that its employees and third parties engaged by the SIBUR's Contractual terms for the performance of the Warehousing Agreement (including individuals engaged by the SIBUR's Contractual terms on the basis of contracts) are acquainted with the SIBUR's Contractual terms.	20.4 SIBUR 合同条款确保其员工和 SIBUR 合同条款为履行《仓储协议》而聘用的第三方（包括 SIBUR 合同条款根据合同聘用的个人）了解 SIBUR 合同条款。
20.5 In case of changes in SIBUR's Contractual Terms after the conclusion of the Warehousing Agreement, the Parties are guided by the new version of such SIBUR's Contractual Terms from the date of its posting on the SIBUR website, unless another date is specified in the new version of SIBUR's Contractual Terms. The Company guarantees the permanent placement of all editions of SIBUR's Contractual Terms on the SIBUR website. The SERVICE PROVIDER independently monitors changes in SIBUR's Contractual Terms on the SIBUR website and ensures that its employees and third parties engaged by the SERVICE PROVIDER to fulfill the Warehousing Agrement are familiar with the new versions of SIBUR's Contractual Terms.	20.5 在《仓储协议》签订后，如果 SIBUR 的合同条款发生变化，除非 SIBUR 合同条款的新版本中规定了其他日期，否则双方应从 SIBUR 网站上公布的新版本的 SIBUR 合同条款之日起遵守新版本的 SIBUR 合同条款。公司保证在 SIBUR 网站上永久发布所有版本的 SIBUR 合同条款。服务供应商独立监控 SIBUR 网站上 SIBUR 合同条款的变更，并确保其员工和服务供应商为履行《仓储协议》而聘用的第三方熟悉新版本的 SIBUR 合同条款。
Table of contents:	目录:
Name/名称	Link/链接
1. General Terms of Confidentiality of the SIBUR Group of Companies/ SIBUR 集团公司保密总则	https://www.sibur.ru/about/SIBURs-contract-terms-and-conditions/general_terms_of_confidentiality/
2. Regulations on personal data/个人数据条例	https://www.sibur.ru/about/SIBURs-contract-terms-and-conditions/personal_data_policy/
3. Representations about the circumstances/有关情况的陈述	https://www.sibur.ru/about/SIBURs-contract-terms-and-conditions/warranties_and_representations/
4. Force majeure circumstances/不可抗力情况	https://www.sibur.ru/about/SIBURs-contract-terms-and-conditions/force_majeure/
5. Compliance requirements/合规要求	https://www.sibur.ru/en/about/corporate/compliance/
6. Requirements for the provision of equipment/computer systems for the execution of the Contract/为执行合同提供设备/计算机系统的要求	https://www.sibur.ru/en/about/SIBURs-contract-terms-and-conditions/requirements-for-the-provision-of-the-equipment
7. Requirements of the Enterprise in the health/企业在卫生方面的要求	https://www.sibur.ru/en/about/SIBURs-contract-terms-and-conditions/hse-requirements

8. Customs Brokerage Services Special Terms/代理报关服务特殊条款	https://www.sibur-int.cn/file/showlist/files
21. Liability	**21. 责任**
21.1 The SERVICE PROVIDER shall be liable to the CUSTOMER, for any loss, destruction, pollution or damage to the Product or its packaging, non-compliance with the technical provisions and instructions in the Operations Manual, incurred by the CUSTOMER and, caused by acts of the SERVICE PROVIDER, its personnel or its subcontractors and/or its subcontractors personnel during the period when risk and responsibility attaching to the Products are with/for the SERVICE PROVIDER. The SERVICE PROVICER shall be liable for any damages, expenses, losses incurred by the CUSTOMER due to non-compliance of the SERVICE PROVIDER with the Warehousing Agreement and/or the WAREHOUSING GTC.	21.1 在产品风险和责任由服务供应商承担期间，服务供应商应对客户因服务供应商、其人员或其分包商和/或其分包商人员的行为造成的产品或其包装的任何损失、毁坏、污染或损坏、不遵守《操作手册》中的技术规定和说明，向客户承担责任。对于因服务供应商未遵守《仓储协议》和/或《仓储服务条款》 而导致客户遭受的任何损害、费用和损失，服务供应商应承担责任。
21.2 The SERVICE PROVIDER shall indemnify and hold harmless the CUSTOMER from any claims of the Third Parties, resulting from Services rendered to the CUSTOMER under this WAREHOUSING GTC.	21.2 对于第三方因根据本《仓储服务条款》向客户提供服务而提出的任何索赔，服务供应商应向客户作出赔偿并使客户免受损害。
21.3 The SERVICE PROVIDER in addition to the applicable laws and liability set out in the sub-Clauses 21.1 and 21.2, and wihout prejudice to any other rights and/or remedies available to the CUSTOMER, undertakes voluntarily the obligations to pay the penalty calculated as stated herein:	21.3 除适用法律和子条款 21.1 和 21.2 规定的责任外，在不影响客户享有的任何其他权利和/或补救措施的情况下，服务供应商自愿承担支付本条款所述罚款的义务：
21.3.1. If a shortage of Goods is occurred or detected during storage, which occurred for any reason, dependent or independent of the Service Provider actions or will, the Service Provider shall pay liquidated damages of 100% of the invoice value of the Goods received and lost at Warehouse location.	21.3.1. 如果在储存过程中发生或侦测到货物短缺，无论出于何种原因，无论是否依赖服务供应商的行为或意愿，服务供应商应支付在仓库接收和遗失的货物发票价值 100% 的违约金。
21.3.2. In case of damage to the product packaging (e.g. bags, briquettes, crates, inner liners, pallets, etc.),	21.3.2. 若产品包装（如袋子、煤块、板条箱、内衬、托盘等）损坏，导致货物溢出或其他损坏，

resulting in spillage or other damage to the cargo, the Service Provider shall pay liquidated damages of 50% of the invoice value of the goods in the damaged packaging.	服务供应商应支付损坏包装内货物发票金额 50%的违约金。
21.3.3. In case of wetting, or moistening, or contamination of the packaging of Goods (bags, briquettes, flexible containers, etc.) located in the outer packaging without damaging the integrity of the internal packaging the Service Provider shall pay liquidated damages of 30% of the invoice value of the cargo in a contaminated, moistened package.	21.3.3. 如果位于外包装中的货物包装（袋子、煤球、软容器等）被弄湿、受潮或污染，但未损坏内部包装的完整性，服务供应商应支付受污染、弄湿包装中货物发票价值 30% 的违约金。
21.3.4. In case of violation of the geometry of the Goods the Service Provider shall pay liquidated damages of 1% of the invoice value of the goods in the cargo unit.	21.3.4. 如果违反货物的几何形状，服务供应商应支付货物单元中货物发票价值 1% 的违约金。
21.3.5. If the Goods are transferred by the Service Provider for storage to a third party or another warehouse location without previous consent of the Customer, and the Service Provider shall pay liquidated damages of 2000 RMB for each case and all losses (if any) arising from the case.	21.3.5. 如果未经客户事先同意，服务供应商将货物转移给第三方存储，且货物未发生上述 21.3.1 至 21.3.4 所列情况的，则服务供应商应支付每件 2000 元人民币的违约金以及由此产生的所有损失（如有）。
21.3.6. In case of suspension of acceptance and / or shipment of the Goods by the Service Provider not initiated by the Customer and not related to force majeure the Service Provider shall pay liquidated damages of 1200 RMB for each case and all losses (if any) arising from the case.	21.3.6. 若非客户主动且与不可抗力无关的服务供应商暂停接收和/或装运货物，服务供应商应支付每次 1200 元人民币的违约金以及由此产生的所有损失（如有）。
21.3.7. In case of shipment of the Goods in violation of the terms of the Customer's Request the Service Provider shall pay liquidated damages of 1200 RMB for each case and all losses (if any) arising from the case.	21.3.7. 如果货物运输违反客户要求的条款，服务供应商应支付每次 1200 元人民币的违约金以及由此产生的所有损失（如有）。
21.3.8. In case the Service Provider has failed to comply with the conditions and requirements for storing the Goods in accordance with the specifications and technical documentation for the Goods provided by the Customer, or has failed to comply with the fire safety measures during storage, the Service Provider shall pay liquidated	21.3.8. 服务供应商未依照客户提供的货物规格和技术文件规定储存货物的条件和要求，或储存期间未遵守消防安全措施的，服务供应商应支付违约金，首次 1200 元人民币，后续每次 2400 元人民币。

damages of 1200 RMB for the first case and 2400 RMB for each subsequent one.	
21.3.9. In the event of shipment of the Goods without preliminary verification of all documents of the Third Party required by this Agreement the Service Provider shall pay liquidated damages of 1200 RMB for each case.	21.3.9. 如果在未初步核实本协议要求的第三方所有文件的情况下装运货物，服务供应商应支付每次 1200 元人民币的违约金。
21.3.10. In case of registration of containers with improper customs status (deviation from the instructions specified in the receipt order), as well as for incorrect opening of warehouse customs declarations (not in accordance with the shipping documents), the Service Provider shall pay liquidated damages of 400 RMB for each case.	21.3.10. 货柜报关情况错误（与收货单规定不符）以及仓库报关单开错（与装运单据不符）的，服务供应商需支付每次 400 元人民币的违约金。
21.3.11. If the Service Provider failed to prepare the Goods in a timely manner for release or shipment without prior agreement with the Customer, including, but not limited to, shipping the Goods with visible contamination and/or damage to the packaging, the Service Provider shall pay liquidated damages of 800 RMB for each case, in excess of which the Service Provider shall reimburse the losses of the Customer's expenses related to the third party claims.	21.3.11. 如果服务供应商未经客户事先同意，未能及时准备放行或装运货物，包括但不限于运输的货物存在明显污染和/或包装损坏，服务供应商应每次支付 800 元人民币的违约金，违约金不足以赔偿损失的，服务供应商应赔偿客户因第三方索赔而产生的费用损失。
21.3.12. If the Service Provider has performed its obligations under the application in bad faith, including shipping the Goods without a Release Order from the Customer or without pre-checking all the documents of the Third Party required by this Agreement, the Service Provider shall pay liquidated damages of 2000 RMB for each case.	21.3.12. 如果服务供应商恶意履行其在申请项下的义务，包括在未获得客户放货指令或未预先检查本协议要求的第三方所有文件的情况下运送货物，服务供应商应每次支付 2000 元人民币的违约金。
21.3.13. If the Service Provider has not provided the Customer or third parties (at the Customer's request) with access to the Warehouse location and the opportunity to check the condition of the Goods in the Warehouse, to inspect, to measure, to weigh and to count the units, be present during the acceptance and shipment of the Goods the Service Provider shall pay liquidated damages of 2000 RMB for each case.	21.3.13. 如果服务供应商未向客户或第三方（应客户的要求）提供进入仓库的机会以及检查仓库中货物状况、查验、测量、称重和清点货物的机会，以及在验收和装运货物期间在场的机会，则服务供应商应支付每次 2000 元人民币的违约金。

21.3.14. In the event of the Service Provider's failure to comply with the Customer's requirements within the time period set by the Customer, if the Customer has discovered improper fulfillment by the Service Provider of obligations to ensure the quality and quantity of the Goods the Service Provider shall pay liquidated damages of 2000 RMB for each case and all losses (if any) arising from the case.	21.3.14. 如果服务供应商未能在客户规定的期限内遵守客户的要求，如果客户发现服务供应商未充分履行保证货物质量和数量的义务，则服务供应商应支付每次 2000 元人民币的违约金以及由此产生的所有损失（如有）。
21.3.15. In the event that the Service Provider has not notified the Customer of an upcoming customs inspection with the suspension of all and/or part of the services provided under the Agreement, the Service Provider shall pay liquidated damages of 7000 RMB per each case, in excess of which Service Provider shall compensate losses arising from the suspension of services. To avoid any doubts, the Parties have agreed that, in the event of prior notice (either in writing or via verbal) from the customs about possible inspection, the Service Provider is obliged to notify the Customer in writing of such inspection no later than 24 hours before the upcoming customs inspection.	21.3.15. 如果服务供应商未通知客户即将进行海关检查而暂停本协议项下全部和/或部分服务的，服务供应商应支付每次 7000 元人民币的违约金，违约金不足以赔偿损失的，服务供应商应赔偿因暂停服务而造成的损失。 为避免疑义，双方特此约定：若海关预先发出查验通知（无论书面或口头），服务供应商有义务在即将进行的海关查验前 24 小时以书面形式通知客户此类查验。
21.4 Under no circumstances shall either Party be liable whether based on a claim in contract, tort (including negligence), under any indemnity, breach of statutory duty, or otherwise arising out of, or in relation to, the Warehousing Agreement and/or WAREHOUSING GTC for:	21.4 在任何情况下，无论是基于合同、侵权（包括过失）、任何赔偿、违反法定义务或其他方面的索赔，任何一方均不对《仓储协议》和/或《仓储服务条款》引起的或与之相关的下列情况承担责任
(a) loss of goodwill;	(a) 商誉损失
(b) any cost of labor;	(b) 任何劳动成本
(c) loss of further business.	(c) 其他业务损失。
21.5 Under no circumstances shall the CUSTOMER be liable whether based on a claim in contract, tort (including negligence), under any indemnity, breach of statutory duty, or otherwise arising out of, or in relation to, the Warehousing Agreement and/or WAREHOUSING GTC for:	21.5 在任何情况下，对于因《仓储协议》和/或《仓储服务条款》引起的或与《仓储协议》和/或《仓储服务条款》有关的合同索赔、侵权索赔（包括过失索赔）、任何赔偿、违反法定义务或其他索赔，客户均不承担任何责任：
a) any loss of profit	a) 任何利润损失

b) any indirect or consequential loss even if the CUSTOMER has been advised of the possibility of such damages.	b) 任何间接或后果性损失，即使客户已被告知发生此类损失的可能性。
21.6 The Parties have agreed that any amounts due to the SERVICE PROVIDER for the Services performed by him and accepted by the CUSTOMER under the WAREHOUSING GTC, including the amounts of deferred payment (regardless of the due date), are automatically reduced by the amount of any claims of the CUSTOMER against SERVICE PROVIDER. (including, without limitation, the refund of the advance payment, compensation for losses, accrued penalties and fines etc), after the deadline for responding to the claim. Should such deduction be impossible, the SERVICE PROVIDER shall pay to the CUSTOMER such claimed amounts within 5 Business Days.	21.6 双方同意，服务供应商因其提供的服务而应向客户支付的任何款项，以及客户根据《仓储服务条款》接受的任何款项，包括延期付款金额（无论到期日），将自动扣除客户在索赔截止日期后向服 务供应商提出的任何索赔金额（包括但不限于预付款退款、损失赔偿、应计罚金和罚款等）。如果无法扣除，服务供应商应在 5 个工作日内向客户支付索赔金额。
22. <u>Data Ownership and rights</u>	**22. <u>数据所有权和权利</u>**
It is explicitly agreed between the Parties that the disclosure by the Parties of information in connection with the WAREHOUSING GTC shall not be construed as explicitly or implicitly granting, to the Party receiving it, any right, whatsoever (under the term of a license or by any other means), to the materials, invention or discoveries to which such information refers. The same applies with respect to copyrights or any other rights attached to literacy or artistic, industrial and intellectual property, manufacturing trademarks or business secrets.	双方明确同意，双方披露与《仓储服务条款》 有关的信息，不得解释为明示或默示授予接收信息的一方对该信息所涉材料、发明或发现的任何权利（根据许可条款或以任何其他方式）。这同样适用于版权或其他任何与文学或艺术、工业和知识产权、制造商标或商业秘密相关的权利。
23. <u>Duty to inform</u>	**23. <u>告知义务</u>**
The SERVICE PROVIDER shall inform the CUSTOMER in due time and in writing of any new activities performed at the Warehouse which have had an impact on the CUSTOMER's business, other than those contemplated in this WAREHOUSING GTC and to the extent such new activities may have an impact on the performance of the Services.	服务供应商应及时书面通知客户在仓库进行的、对客户业务有影响的任何新活动，而不是本仓储服务条款中规定的活动，且该等新活动可能会对服务的执行产生影响。

24. <u>Record Keeping</u>	**24. <u>记录保存</u>**
All paper or electronic records, files, documents, work papers and other information in any form, whether marked "confidential" or not (the "Files and Work Papers"), provided by the CUSTOMER, its employees, agents or Affiliates or generated pursuant to this WAREHOUSING GTC shall remain the exclusive property of the CUSTOMER. The SERVICE PROVIDER shall permit designated person(s) of the CUSTOMER who is determined by the Parties with a prior-written notice to enter SERVICE PROVIDER's premises and SERVICE PROVIDER shall ensure that designated person(s) of the CUSTOMER who is determined by the Parties with a prior-written notice shall be permitted to enter the premises of any subcontractor, or agent of the SERVICE PROVIDER, in order to assess SERVICE PROVIDER's (or its subcontractors, or agents) compliance with applicable national requirements on personal data and information. SERVICE PROVIDER (and its subcontractors and agents) shall maintain the records necessary to demonstrate compliance with the applicable national requirements on personal data and information and take all necessary actions to provide the CUSTOMER and its personnel with a proper Data Protection.	客户、其员工、代理或关联方提供的或根据本《仓储服务条款》生成的所有纸质或电子记录、档案、文件、工作文件和其他任何形式的信息，无论是否标有"机密"字样（"档案和工作文件"），均应为客户的专有财产。服务供应商应允许双方事先书面通知确定的客户指定人员进入服务供应商的场所，且服务供应商应确保允许双方事先书面通知确定的客户指定人员进入服务供应商的任何分包商或代理的场所，以评估服务供应商（或其分包商或代理）是否符合适用的国家有关个人数据和信息的要求。服务供应商（及其分包商和代理商）应保存必要的记录，以证明其遵守了适用的国家个人数据和信息要求，并采取一切必要行动为客户及其人员提供适当的数据保护。
25. Claims	**25. 索赔**
25.1 The claim procedure for dispute settlement is mandatory, the response period to the claim is 14 days from the date of its submission to the SERVICE PROVIDER.	25.1 解决争议的索赔程序是强制性的，对索赔的答复期为向服务供应商提交索赔之日起 14 天。
25.2 Claims if any to be provided by the SERVICE PROVIDER to the CUSTOMER within 45 (forty-five) Business Days after the dispatch date. If the SERVICE PROVIDER fails to make a claim with full set of supporting documents within the agreed period of 45 (forty-five) Business Days after the dispatch date such claim will automatically be considered as time barred,	25.2 服务供应商应在发货日期后 45（四十五）个工作日内向客户提出任何索赔。如果服务供应商未能在约定的发货日期后 45（四十五）个工作日内提出索赔并提供全套证明文件，则该索赔将被自动视为已过时效、无效。服务供应商承认，在

null and void. The SERVICE PROVIDER acknowledges that in such situation it waives all such time-barred claims and/or rights.	此情况下，其放弃所有已过时效的索赔和/或权利。
25.3 No set-off may be made against any claims unless otherwise agreed in writing by the CUSTOMER in advance.	25.3 除非事先征得客户书面同意，否则不得抵消任何索赔。
25.4 All Claims can be sent via e-mail according to Clause 15.5.	25.4 根据第 15.5 条，所有索赔均可通过电子邮件发送。
26. <u>Applicable law/place of jurisdiction</u>	**26. <u>适用法律/司法管辖地</u>**
26.1 This WAREHOUSING GTC and any contractual rights and obligations thereunder shall be governed and construed in accordance with the laws of the People's Republic of China, excluding its conflict of law rules, and for the purpose of this Clause, excluding the laws of Hong Kong SAR, Macau SAR and Taiwan, and shall not be governed and contrused by the UN Convention on Contracts for the International Sale of Goods (CISG).	26.1 本《仓储服务条款》及其项下的任何合同权利和义务应受中华人民共和国法律（不包括其冲突法规则，另就本条款之目的，不含香港特别行政区法律、澳门特别行政区法律和台湾法律）管辖并据其解释，但不受《联合国国际货物销售合同公约》（CISG）的管辖和解释。
26.2 Any non-contractual rights and obligations in connection with this WAREHOUSING GTC shall also be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict of law rules, and for the purpose of this Clause, excluding the laws of Hong Kong SAR, Macau SAR and Taiwan.	26.2 与本《仓储服务条款》有关的任何非合同权利和义务也应受中华人民共和国法律（不包括其冲突法规则，另就本条款之目的，不含香港特别行政区法律、澳门特别行政区法律和台湾法律）管辖，并根据其进行解释。
26.3 Any dispute arising out of or in connection with this WAREHOUSING GTC, including any question regarding its existence, validity or termination, shall be referred to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration. The arbitral tribunal shall be composed of a sole arbitrator where the amount in dispute does not exceed RMB 45 000 000 (or amount in the Warehousing Agrement currency equivalent to RMB 45 000 000). Where the	26.3 因本《仓储服务条款》引起的或与之相关的任何争议，包括有关其存在、有效性或终止的任何问题，均应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。 如果争议金额不超过人民币 45 000 000 元（或以《仓储协议》货币计算相当于人民币 45 000 000 元的金额），仲裁庭应由一名独任仲裁员组成。当争议金额超过人民币 45 000 000 元（或以《仓储协议》货币计算相当于人民币 45 000 000 元）

amount in dispute exceeds RMB 45 000 000 (or amount in the Warehousing Agrement currency equivalent to RMB 45 000 000) the arbitral tribunal shall be composed of three arbitrators. Any nonmaterial dispute shall be settled by the arbitral tribunal of three arbitrators. In case the size of the claim is changed, so that the dispute shall be considered in a different order (for example, if the original dispute was declared on 10, 000 RMB at an expedited arbitration and then the claim was increased to 46 000 000 RMB, the dispute shall be considered in the normal way by three arbitrators) arbitration proceedings should be terminated and started from the beginning in accordance with this arbitration Clause. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration. If the arbitration tribunal includes three arbitrators, two arbitrators (appointed by the parties) choose the President of the Arbitral Tribunal no later than 15 days from the date of appointment of the last of the two arbitrators. Each Party shall submit the documents in English. Documents submitted in a language other than English shall be translated into English at the expense of the Party submitting the documents. Each Party shall have the right, at its sole cost and expense, to have an interpreter attend the arbitration hearings if it so chooses. The seat of the arbitration shall be Shanghai, where all hearings shall take place. The arbitration proceedings shall be conducted in the English language, and the award shall be in English. The decision of the arbitrators shall be final and binding on the Parties. The arbitrators' awards shall be consistent with the limitations of liability and other terms and conditions set out in this WAREHOUSING GTC.	时，仲裁庭应由三名仲裁员组成。任何非实质性争议应由三名仲裁员组成的仲裁庭解决。如果仲裁请求的金额发生变化，从而导致争议的审理顺序发生变化（例如，在快速仲裁中，原争议金额为 10 000 000 元人民币，而后争议金额增加到 46 000 000 元人民币，则争议应由三名仲裁员按正常方式审理），则应终止仲裁程序，并根据本仲裁条款从头开始审理。争议金额包括仲裁请求中提出的索赔和对仲裁请求的答复中提出的任何反诉。 如果仲裁庭包括三名仲裁员，两名仲裁员（由各方当事人指定）应在最后一名仲裁员被指定之日起 15 天内选定仲裁庭庭长。 每一方应以英文提交文件。以英文以外的语言提交的文件应翻译成英文，费用由提交文件的一方承担。每一方均有权自行选择口译员出席仲裁听证会，费用由其承担。 仲裁地为上海，所有庭审均在上海进行。仲裁程序应使用英语，裁决应使用英语。 仲裁员的裁决为终局裁决，对双方均有约束力。仲裁员的裁决应符合本《仓储服务条款》中规定的责任限制及其他条款和条件。
27. <u>Assignability</u>	**27. <u>可转让性</u>**

THE SERVICE PROVIDER shall not assign (*transfer*) the Warehousing Agreement or any of its rights or obligations under the Warehousing Agreement to any of its Affiliates, and/or to any third party, without CUSTOMER's prior written approval. **CUSTOMER is entitled to assign and/or transfer its rights and/or obligations under the Warehousing Agreement or part thereof to any third party by sending respective notice to the SERVICE PROVIDER. The SERVICE PROVIDER confirms that any actions by CUSTOMER, stated in this Clause, do not lead to fundamental change of circumstances, do not violate any rights or interests of the SERVICE PROVIDER and do not affect, directly or indirectly, possibility to perform the Warehousing Agreement. By signing the Warehousing Agreement, the SERVICE PROVIDER expresses its consent to the performance of these actions by the CUSTOMER, no additional consent, such as before or at the time of assignment / transfer, is required.**	未经客户事先书面批准，服务供应商不得将《仓储协议》或其项下的任何权利或义务转让（转移）给其任何关联方和/或任何第三方。 通过向服务供应商发送相关通知，客户有权将其在《仓储协议》项下全部或部分的权利和/或义务转让和/或转移给任何第三方。服务供应商确认，客户在本条款中所述的任何行为不会导致情况发生根本性变化，不会侵犯服务供应商的任何权利或利益，也不会直接或间接影响履行《仓储协议》的可能性。通过签署《仓储协议》，服务供应商表示同意客户履行这些行为，无需在转让/转移前或转让/转移时获得额外同意。
28. <u>Right to sub-contract</u>	**28. <u>分包权</u>**
28.1 The SERVICE PROVIDER shall have the right to provide the Services and to perform its duties under this WAREHOUSING GTC through subcontractors in whole or in part. However, the SERVICE PROVIDER shall not engage sub-contractors without prior written authorization from the CUSTOMER. Such approval shall not be unreasonably withheld. The SERVICE PROVIDER is required to indicate all the Sub-contractors in appendix to the Warehousing Agreement clearly including and not limit to Customs broker, warehouse provider, Transportation Company, etc.	28.1 服务供应商有权通过分包商全部或部分提供服务并履行本《仓储服务条款》 规定的职责。但是，未经客户事先书面授权，服务供应商不得雇用分包商。客户不得无理拒绝。服务供应商应在《仓储协议》附录中清楚注明所有分包商，包括但不限于报关行、仓库供应商、 运输公司等。
28.2 The SERVICE PROVIDER shall procure that any sub-contractor performs the Services and SERVICE PROVIDER's duties according to the standards and provisions set out in this WAREHOUSING GTC. The SERVICE PROVIDER shall remain solely responsible for the performance of this WAREHOUSING GTC and	28.2 服务供应商应促使任何分包商按照本《仓储服务条款》规定的标准和条款履行服务和服务供应商的职责。服务供应商应全权负责本《仓储服务条款》及《仓储协议》对客户的履行，并应在本仓储服务条款的限制范围内，使客户免于承担因分包商的行为而导致的任何费用、损失或损害

the Warehousing Agreement vis-à-vis THE CUSTOMER and shall, subject to the limitations of this WAREHOUSING GTC, hold harmless the CUSTOMER from any costs, losses or damages incurred by the CUSTOMER resulting from the actions of a sub-contractor. The SERVICE PROVIDER shall also indemnify and hold harmless the CUSTOMER from any claim brought by a sub-contractor against the CUSTOMER.	。对于分包商向客户提出的任何索赔，服务供应商也应向客户作出赔偿并使其免受损害。
29. Written form	**29. 书面形式**
Any changes and amendments of the Warehousing Agreement shall be made in writing and signed by duly authorized person(s) of both Parties in order to be legally binding.	《仓储协议》的任何变更和修订均应以书面形式进行，并由双方正式授权的人员签 署，以具有法律约束力。
30. Relationship between the Parties	**30. 双方之间的关系**
30.1 This WAREHOUSING GTC and the Warehousing Agreement does not constitute a right for a Party to enter into agreements on behalf of the other Party or in any other way represent the other Party except to the extent expressly agreed in this WAREHOUSING GTC.	30.1 本《仓储服务条款》 和《仓储协议》不构成一方代表另一方签订协议或以任何其他方式代表另一方的权 利，但本《仓储服务条款》 明确约定的除外。
30.2 This WAREHOUSING GTC and the Warehousing Agreement shall not constitute a labor relationship, a company, a corporation, a partnership or a joint venture.	30.2 本《仓储服务条款》 和《仓储协议》不构成劳动关系、公司、企业、合伙企业或合资企业。
31. Compliance with Environmental, Safety, and Industrial Hygiene	**31. 遵守环境、安全和工业卫生标准**
With respect to all environmental, safety and industrial hygiene matters related to SERVICE PROVIDER's activities under this WAREHOUSING GTC, the SERVICE PROVIDER shall	对于与服务供应商在本 《仓储服务条款》 下的活动有关的所有环境、安全和工业卫生事宜，服务供应商应:
(a) inform the CUSTOMER in a reasonable time of any significant adverse event (e.g., fires, explosions, accidental discharges) in due time,	(a) 在合理时间内及时向客户通报任何重大不利事件（如火灾、爆炸、意外排放）、

(b) inform the CUSTOMER in a reasonable time of any allegations or findings of violations of applicable laws or regulations,	(b) 在合理时间内通知客户任何违反适用法律或法规的指控或调查结果、
(c) allow the CUSTOMER to inspect the SERVICE PROVIDER's facilities if notified of adverse event, such inspections to be at reasonable times and upon seven days' written notice and without hindering the ordinary business.	(c) 在接到不利事件通知的情况下，允许客户检查服务供应商的设施，检查应在合理的 时间进行，并提前七天以书面形式通知，且不得妨碍正常业务。
(d) implement in a reasonable time any corrective action which may be reasonably requested by the CUSTOMER, including (without limitation) adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by the CUSTOMER in its own operations. Insofar the resulting costs exceed the applicable legal requirements, the CUSTOMER reimburse the documentary proved reasonable costs incurred to the SERVICE PROVIDER.	(d) 在合理时间内执行客户合理要求的任何纠正措施，包括（但不限于）遵守客户在其自身运营中遵守的环境、安全和工业卫生计划的合理和重要内容。如果由此产生的费用超出了适用的法律要求，客户应向服务供应商偿还文件证明的合理费用。
32. <u>Severability</u>	**32. <u>可分割性</u>**
32.1 Should any provision in this WAREHOUSING GTC and/or the Warehousing Agreement be or be held to be wholly or partly invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remainder of this WAREHOUSING GTC and/or the Warehousing Agreement. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provision as comes closest economic intent and purpose of such invalid, ineffective or unenforceable provision.	32.1 如果本《仓储服务条款》 和/或《仓储协议》中的任何条款全部或部分无效、失效或不可执行，则不影响本《仓储服务条款》 和/或《仓储协议》其余条款的有效性、有效性或可执行性。在法律允许的范围内，任何无效、失效或不可执行的条款应被视为由最接近无效、失效或不可执行条款的经济意图和目的的有效、可执行条款所取代。
32.2 In case the prerequisites of the WAREHOUSING GTC and/or the Warehousing Agreement have been substantially changed as per the Clause 32.1, the Warehousing Agreement may be terminated in accordance with applicable law.	32.2 如果《仓储服务条款》 和/或《仓储协议》的前提条件已根据第 32.1 条发生重大变更，则可根据适用法律终止《仓储协议》。
33. Waiver	**33. 豁免**

Either Party's failure to enforce any provision or provisions of this WAREHOUSING GTC and/or the Warehousing Agreement shall not in any way be construed as a waiver of any such provisions or prevent that Party thereafter from enforcing each and every other provision of this WAREHOUSING GTC and/or the Warehousing Agreement.	任何一方未能执行本《仓储服务条款》 和/或《仓储协议》的任何条款，不得以任何方式解释为放弃任何该等条款，也不得妨碍该 方此后执行本《仓储服务条款》 和/或《仓储协议》的所有其他条款。
34. Notice	**34. 通知**
Unless otherwise provided in this WAREHOUSING GTC, any notice under this WAREHOUSING GTC shall be in writing and shall be sufficiently given if delivered personally or mailed by prepaid registered post or send by e-mail to other party at its respective address set above. If there is not any written notice of changing of these addresses within 7(seven) days from the change, the process to former address will be valid even if the process is not notified, and it will have all consequence of legal process	除非本《仓储服务条款》另有规定，否则本《仓储服务条款》项下的任何通知均应以书面形式发出，并应通过专人递送、预付挂号信邮寄或通过电子邮件发送至另一方的上述地址，方为有效。如果在上述地址变更后 7 (7) 天内未收到任何书面变更通知，则即使未收到通知，向原地址发出的传票仍将有效，并将产生法律传票的所有后果。
35. <u>Language</u>	**35. 语言**
This WAREHOUSING GTC is written in English and Chinese and only the English version shall prevail in case of discrepancies. All documents, notices or claims which are provided by the SERVICE PROVIDER side shall be in English.	本《仓储服务条款》用中英文书写，如有歧义，应以英文版本为准。 服务供应商方提供的所有文件、通知或索赔均应以英文为准。
36. Miscellaneous	**36. 杂项**
If, as of the date of conclusion of the Warehousing Agreement, actual relations between the Parties on the Services started prior to signing the Warehousing Agreement, the Warehousing Agreement extends its effect to relations of the Parties starting from the date of their occurrence.	如果截至《仓储协议》签订之日，双方在服务方面的实际关系始于《仓储协议》签订之前，则《仓储协议》的效力延伸至双方自发生之日起的关系。
The SERVICE PROVIDER acknowledges and agrees that the CUSTOMER may transmit documents referenced in the Appendices (in formats including, but	服务供应商确认并同意，客户可通过《仓储协议》中指定的电子邮件地址，向服务供应商发送附录中提及的文件（文件格式包括但不限

not limited to, .xlsx, .pptx, .docx, and .pdf) to the SERVICE PROVIDER via the email addresses designated in the Warehousing Agreement. Such documents shall be deemed received one (1) Business Day after successful transmission, provided the CUSTOMER does not receive a delivery failure notification. The SERVICE PROVIDER shall be bound by such documents unless it raises a written objection regarding any material ambiguity, error, or operational infeasibility within two (2) Business Days of the deemed receipt date. For the avoidance of doubt, this clause does not permit the CUSTOMER to unilaterally amend the core substantive terms of this WAREHOUSING GTC or the Warehousing Agreement; any such amendments require a formal written addendum signed by both Parties.	于.xlsx、.pptx、.docx 及.pdf）。该等文件应在成功发送后的一（1）个工作日内被视为送达，前提是客户未收到发送失败通知。服务供应商应受该等文件约束，除非其在视为送达之日起两（2）个工作日内，就该等文件中的任何重大歧义、错误或操作不可行性提出书面异议。为免疑义，本条款并不允许客户单方面修改本《仓储服务条款》或《仓储协议》的核心实质性条款；任何该等修改均需由双方签署正式的书面补充协议。

LIST OF APPENDICES TO WAREHOUSING GTC

《仓储服务条款》附录清单

Appendix/ 附录

A - List of Products/ 产品清单

B - Daily reports' form and IT and EDI Interfaces/ 日报表、信息技术和电子数据交换接口

C - Operations Manual/ 操作手册

D - Release Order/ 放货指令

E - Non-Conformance Report/ 不合格报告

F - Check List/ 核对表

G - Loader Report Form / 装载报告表

H - Key Performance Index (KPI) / 关键绩效指标（KPI）

Appendix A

附录 A

List of Products, including Master-file of Products (SKU's)

产品清单，包括产品主文件（SKU）

A complete master-file of Products (SKU's) is maintained in the respective IT-systems of the Parties. This master-file shall be updated continuously through the initiative of the CUSTOMER.

在双方各自的 IT 系统中保存一份完整的产品主文件（SKU）。该主目录应由客户主动不断更新。

The master-file shall include relevant information for the identification of the Products - such as article reference number and article description - as well as the agreed unit(s) of measure to define quantities. Also, the master-file shall include the gross weight of the Products and - where applicable - gross volume to ensure a correct assessment of weights for outbound distribution.

主文件应包括用于识别产品的相关信息，如产品编号和产品描述，以及用于确定数量的商定计量单位。此外，主文件还应包括产品的毛重和毛体积（如适用），以确保正确评估出境分销的重量。

The master-file "Article data" specifies all variables - on SKU level - that are available in SERVICE PROVIDER Solution's WMS. Updates of Article data shall be initiated by the CUSTOMER through EDI-communication with frequency as required to ensure an efficient operation.

产品数据 "主文件规定了服务供应商解决方案的 WMS 中可用的 SKU 级别的所有变量。产品数据的更新应由客户通过 EDI 通信发起，更新频率应确保高效运行。

The Products can be categorized as follows:

产品分类如下

- Finished Products
- Packing Materials

- 成品
- 包装材料

The list of Products is a document which both Parties have equal access to. The document is available both in paper and in respectively IT - system. This document is essential for the operation and shall therefore be updated on a regular base by THE CUSTOMER.

产品清单是一份双方均可平等获取的文件。该文件既有纸质版本，也有 IT 系统版本。该文件对业务至关重要，因此客户应定期更新。

In the connection with the assignment the following product brands are included:

任务包括以下产品品牌：

Types of Goods: /货物类型:
Polypropylene/聚丙烯
Polyethylene/聚乙烯
Polycarbonate/聚碳酸酯
Monoethanolamine/单乙醇胺
Neonols/霓虹灯
Polystyrene/聚苯乙烯
Maleic Anhydride/马来酸酐
HPEG
Rubber /橡胶
Thermoelastoplaste /热塑性塑料
Polypropilene film /聚丙烯薄膜

In case the Product provided by the CUSTOMER for Services differs from the table above, the SERVICE PROVIDER shall immediately contact the CUSTOMER vie e-mail OL_CN_mailing_list@sibur.ru

Brand (type) of Products, as well as their HS codes, shall be requested by the SERVICE PROVIDER from the CUSTOMER via e-mail OL_CN_mailing_list@sibur.ru /

如果客户提供的服务产品与上表不同，服务供应商应立即通过电子邮件与客户联系 OL_CN_mailing_list@sibur.ru。

服务供应商应通过电子邮件向客户索要产品品牌（类型）及其 HS 编码 OL_CN_mailing_list@sibur.ru

Appendix B **附录 B**

Daily reports' form and IT and EDI Interfaces **日报表、信息技术和电子数据交换接口**

Daily inbound report, Daily outbound report, Daily Stock report **每日入库报告、每日出库报告、每日库存报告**



TEMPLATE FOR Appendix B.xlsx



Instruction for the warehouse.pptx

SIBUR external WH API **SIBUR external WH API**



SIBUR external store API v1.7.2.docx

Appendix C

Operations Manual

All Sibur's products are petrochemical products and therefore require safe handling during transport and storage. Below you will find important instructions for safe handling during storage:

Precautions for safe handling:

- Handle in accordance with good industrial hygiene and safety practice.
- Avoid all sources of ignition.
- Take precautionary measures against static discharges. Provide thorough sealing and grounding of process equipment.
- Provide input-extract and local ventilation of work zones
- In case of insufficient ventilation, wear suitable respiratory equipment.
- Do not swallow.
- Avoid contact with eyes.
- Do not ingest or inhale combustion or decomposition products.
- Workers should be protected from the possibility of contact with molten product

Storage precautions:

- Store in a dry, well-ventilated area
- Keep away from direct sunlight, atmospheric precipitation and incompatible substances in a closed container.
- It is absolutely forbidden to store the Goods outside of the protected area.
- The storage of the material is allowed only on the flat and solid surface.

附录 C

操作手册

西布尔的所有产品都是石化产品，因此在运输和储存过程中需要安全处理。以下是储存期间安全操作的重要说明：

安全操作注意事项：

- 按照良好的工业卫生和安全规范进行处理。
- 避免一切火源。
- 采取防止静电放电的预防措施。对加工设备进行彻底密封和接地。
- 为工作区提供输入-提取和局部通风功能
- 通风不足时，请佩戴合适的呼吸设备。
- 请勿吞咽。
- 避免接触眼睛。
- 切勿摄入或吸入燃烧或分解产物。
- 应防止工人接触熔融产品

储存注意事项:

- 存放在干燥、通风的地方
- 置于密闭容器中，远离阳光直射、大气降水和不相容物质。
- 绝对禁止在保护区外存放货物。
- 货物只能存放在平整坚实的表面上。

- During the filling of the material into the same or other types of packaging, particular importance must be attached to work safety.
- Read carefully the instructions for handling on security label placed on each packaging.
- Make sure that the product is stored stably.
- Store Goods in packaging in accordance with the instruction.

- 在将材料装入相同或其他类型的包装时，必须特别注意工作安全。
- 请仔细阅读每个包装上安全标签的操作说明。
- 确保产品存放稳定。
- 按照说明将货物存放在包装中。



Packaging types.pdf

Returnable steel bulk crate – stacking up to 5 layers;
Universal plywood crate – stacking up to 3 layers;
Plastic foldable crate – stacking up to 3 layers;
Bigbags – stacking in 2 tiers if there are shelving systems, or tied into one tier for floor storage;
Pallets – stacking in 2 layers;

可回收钢制散装板条箱 - 最多可堆叠 5 层；
通用胶合板周转箱--最多可堆叠 3 层；
塑料折叠周转箱 - 最多可堆叠 3 层；
大袋--如果有货架系统，可堆放 2 层；如果是地面储存，可捆绑成一层；
托盘 - 堆放 2 层；

Discharge:

卸货：

- The unloading of the vehicles is only allowed under covered / protected area
- Please note all damage and visible contamination with dirt and moisture on the Goods / packaging in Delivery Receipt and a separate protocol.
- Take pictures/video of trailer (trailer plates numbers should be visible), damage and dirty spots.
- Please send Delivery Receipt with note (or another transport document depending on type of delivery) in readable form, Non-Conformance Report (in accordance with the form provided herein). Non-Conformance Report has to reflect the information regarding volume and extent (type) of damage or loss immediately after discharge of the truck.
- Damaged Goods shall be placed in in a separate storage area until a special order from the CUSTOMER.

- 车辆只能在有遮盖/保护的地方卸货。
- 请在交货收据和一份单独的协议中注明货物/包装上的所有损坏和可见污垢及湿气。
- 拍摄拖车（拖车车牌号应清晰可见）、损坏和脏污点的照片/视频。
- 请以可读形式发送附有说明的交货收据（或其他运输单据，视交付类型而定）和不合格报告（按照此处提供的格式）。不合格报告必须反映卡车卸货后损坏或丢失的数量和程度（类型）。
- 损坏的货物应放置在一个单独的存储区，直到客户发出特别命令。

- All the listed materials have to be sent to the CUSTOMER within 24 hours after the discrepancy or damage was detected by the SERVICE PROVIDER via e-mail

- 服务供应商必须在发现差异或损坏后 24 小时内通过电子邮件将所有列出的材料发送给客户。

Loading:

装载:

- The loading of the vehicles is only allowed under covered / protected area

- 只允许在有遮盖/保护的区域内装载车辆

- Tightening the straps is only allowed under the covered / protected area. Trailer tarpaulin must be closed before leaving the protected area!

- 只能在有遮盖/保护的区域内拉紧捆绑带。拖车篷布必须在离开保护区之前盖好！

- Before loading, visually check the condition of the trailer for visible damage to the trailer (floor and tarpaulin). Please inform, if the condition does not correspond to the usual state of use.

- 装货前，请目测拖车状况，检查拖车（地板和油布）是否有明显损坏。如果情况与正常使用状态不符，请告知。

- All safety-relevant measures must be observed during the entire loading process until departure.

- 在整个装载过程中，必须遵守所有与安全相关的措施，直至离开。

Material handling and storage conditions 材料处理和储存条件		
Plastics / 塑料	TPEs / 热塑性弹性体	Rubbers / 橡胶
HANDLING AND STORAGE / 处理和储存 Handle in accordance with good industrial hygiene and safety practice. / 按照良好的工业卫生和安全规范进行处理。 Avoid all sources of ignition. / 避免一切火源。 Provide input-extract and local ventilation of work zones to ensure that the occupational exposure limit is not exceeded. In case of insufficient ventilation, wear suitable respiratory equipment / 对工作区进行输入-提取和局部通风，确保不超过职业接触限值。通风不足时，应佩戴合适的呼吸设备 Regularly control work zone air. / 定期控制工作区空气。 Take precautionary measures against static discharges. Provide thorough sealing and grounding of process equipment. Due to electrostatic properties of the material, grounding of silos and grounding of pneumatic transport equipment are obligatory. / 采取防止静电放电的预防措施。对加工设备进行彻底密封和接地。由于材料的静电特性，筒仓必须接地，气动运输设备必须接地。 Dust can be ignited by static discharge. Pneumatic conveying and other mechanical handling operations can generate combustible dust. Do not permit dust to accumulate to reduce the potential for dust explosions. / 静电放电可点燃粉尘。气动输送和其他机械处理操作会产生可燃粉尘。不要让粉尘积聚，以减少粉尘爆炸的可能性。	**HANDLING AND STORAGE / 处理和储存** Handle in accordance with good industrial hygiene and safety practice. / 按照良好的工业卫生和安全规范进行处理。 Avoid all sources of ignition. / 避免一切火源。 Take precautionary measures against static discharges. Provide thorough sealing and grounding of process equipment. / 采取防止静电放电的预防措施。对加工设备进行彻底密封和接地。 Provide input-extract and local ventilation of work zones to ensure that the occupational exposure limit is not exceeded. In case of insufficient ventilation, wear suitable respiratory equipment / 对工作区进行输入-提取和局部通风，确保不超过职业接触限值。通风不足时，应佩戴合适的呼吸设备 Regularly control work zone air. / 定期控制工作区空气。 Do not swallow. Avoid contact with eyes. / 请勿吞咽。避免接触眼睛。	

Use of non-sparking or explosion-proof equipment may be necessary, depending upon the type of operation. / 根据操作类型，可能需要使用无火花或防爆设备。	Do not ingest or inhale combustion or decomposition products. / 切勿摄入或吸入燃烧或分解产物。
Do not swallow. Avoid contact with eyes. Avoid prolonged or repeated contact with skin. / 请勿吞咽。避免接触眼睛。避免长时间或反复接触皮肤。	Do not swallow. Avoid contact with eyes. / 请勿吞咽。避免接触眼睛。
Do not ingest or inhale combustion or decomposition products. / 切勿摄入或吸入燃烧或分解产物。	Workers should be protected from the possibility of contact with molten product. / 应防止工人接触熔融产品。
Workers should be protected from the possibility of contact with molten product. Avoid contact with heat and ignition sources and oxidizing agents. Warning: spilled granules will cause slipping and fall. / 应防止工人接触熔融产品。避免接触热源、火源和氧化剂。警告：溢出的颗粒会导致滑倒。	**Store in a dry, well-ventilated area, at temperature not exceeding 40°C. / 存放在干燥、通风良好的地方，温度不超过 40°C。**
Do not eat, drink or smoke at the work place. / 不要在工作场所吃喝或吸烟。	Keep away from direct sunlight, atmospheric precipitation and incompatible substances in a closed container / 置于密闭容器中，远离阳光直射、大气降水和不相容物质
Store in accordance with good manufacturing practices. Keep away from heat, sparks and flame. Protect from direct sunlight. / 按照良好生产规范储存。远离热源、火花和火焰。避免阳光直射。	
Store in a dry, well-ventilated area at temperature not exceeding 30 °C and at relative humidity of 40-80%. / 存放在干燥、通风的地方，温度不超过 30°C，相对湿度为 40-80%。	
Keep away from sources of ignition - No smoking / 远离火源 - 禁止吸烟	

Appendix D **附录 D**

Release Order **放货指令**

RELEASE ORDER /放货指令

The SERVICE PROVIDER and the CUSTOMER have agreed the following form of Release Order. The CUSTOMER reserves the right to amend the Release Order from time to time, but would send the new Release Order to the SERVICE PROVIDER if a new form has been adopted.

服务供应商和客户已就以下放货指令格式达成一致。客户保留随时修改放货指令的权利，但如果采用了新的格式，则应将新的放货指令发送给服务供应商。

DELIVERY ORDER NO.: _____//_____		
DELIVERY ORDER ISSUING DATE: _____		
OWNER OF THE GOODS:	**REF. B/L NO.:**	
_____	**CONTRACT NO.:**	_____
CONSIGNEE:	**INVOICE NO.:**	_____
_____	**DELIVERY DATE:**	_____
	CONTAINER №:	

NAME OF WAREHOUSE:	_____
PRICE TERM:	_____
ORIGIN:	Russian Federation

PAYMENT OF STORAGE COSTS AND EXPENSES:

THE OWNER OF THE GOODS IS RESPONSIBLE FOR THE STORAGE COSTS AND EXPENSES UNTIL _____ (DAY/MOHTH/YEAR). THE CONSIGNEE WILL THEN BE REPSONSIBLE FOR ANY ADDITIONAL DAY THEREAFTER AT A RENT CHARGE OF RMB ___ /MT/DAY.

WE WILL TRANSFER THE BELOW MENTIONED GOODS TO THE CONSIGNEE AS DESCRIBED ABOVE. THE BELOW MENTIONED GOODS CAN BE RELEASED ONLY AGAINST THIS ORIGINAL DELIVERY ORDER AND ONLY TO BE RELEASED TO THE CONSIGNEE AS ABOVE DESCRIBED.

DESCRIPTION OF THE GOODS	NUMBER OF BAGS	NET WEIGHT
_____	__	0.000
TOTAL	**__**	**0.000**

OUR COMPANY GUARANTEES THE COMPLETE POSSESSION OF THE GOODS TITLE, WITHOUT ANY CHALLENGES OF OWNERSHIP FROM A THIRD PARTY.

SIGNATURE:

(OWNER OF THE GOODS)

SIBUR INTERNATIONAL TRADING (SHANGHAI) CO., LTD

ISSUED IN ONE ORIGINAL

Appendix E

Non-Conformance report.

附录 E

不合格报告

Non-Conformance Report shall be sent to the CUSTOMER via e-mail to OL_CN_mailing_list@sibur.ru

不合格报告应通过电子邮件发送给客户，地址为 OL_CN_mailing_list@sibur.ru



SOP_NCR_CN.pptx



NCR_CN.xlsx

Appendix F

Check list

附录 F

检查清单



Check list .xlsx

Appendix G

Loader Report Form

附录 G

装载报告表



App J.xlsm

Appendix H || 附录 H

Key Performance Index (KPI) // 关键绩效指标（KPI）

Unless otherwise agreed between the Parties, the SERVICE PROVIDER shall meet all KPIs specified in this Appendix.
除非双方另有约定，否则服务供应商应达到本附录规定的所有 KPI。

Capacity (unloading/Loading/stock):
能力（卸载/装载/储存）：

1. Pick-up from Port/Unloading/Loading per day are fulfilled according to the signed Warehousing Agreement;
   根据签订的《仓储协议》，每天从港口提货/卸货/装货；
2. Warehouse stock capacity is fulfilled according to signed Warehousing Agreement;
   根据签订的《仓储协议》履行仓库库存能力；
3. Actual Warehouse address is exact the same as provided in Tender (q-ty of WH buildings is the same).
   实际仓库地址与投标书中提供的地址完全相同（仓库建筑数量相同）。

Reporting:
报告：

1. Mistakes in the stock report = 0;
   股票报告中的错误 = 0；
2. Daily provision of inbound/Outbound/Stock reports on time (next day early morning or late evening at the same day);
   每天按时提供入库/出库/库存报告（第二天清晨或当天傍晚）；
3. Provide Warehouse docs such as custom registered sheet 备案清单 and stock certificate within 1 Business day.
   1 个工作日内提供仓库文件，如定制登记表 备案清单和股票证书。

Daily operations:
日常业务：

1. Release cargo according to CUSTOMER's Release Order;
   根据客户的放货指令放行货物；
2. Safety = 0 accidents happened for the whole Warehouse operations;
   安全 = 整个仓库运作期间没有发生事故；
3. The Goods shall be stored according to agreed conditions in the signed Warehousing Agreement (e.g. no exposition, free of dirt and mold; separate storage areas, no contamination risk from other cargos; in proper layers base on our requirement, temperature regime);
   货物应按照签署的《仓储协议》中约定的条件储存（例如，无曝晒、无污垢和霉菌；独立的储存区域，无其他货物污染的风险；根据我方要求的适当层数和温度制度）；
4. Good results of physical audit according to Check-list.
   根据检查表进行实物审核，结果良好。

Damage:
损坏：

1. Damage caused by Warehouse = 0;
   仓库造成的损失 = 0；
2. CUSTOMER's clients claims due to Warehouse fault = 0;

由于仓库故障造成的客户索赔 = 0；

3. Filling and providing Non-Conformance Reports for each appeared or found damaged Goods.
   为每件出现或发现损坏的货物填写并提供不合格报告。

Communications:

通信：

1. Quick responses, almost online conversation;
   快速回复，几乎是在线对话；
2. Good English skills;
   良好的英语技能；
3. The contacts of PICs (people in control) of the Warehouse are well defined.
   明确仓库 PIC（负责人）的联系方式。