

**JOHN CRANE SALES TERMS AND CONDITIONS**  
(Global)

**1. Definitions**

1.1. The following terms have the meaning set out below:

"Affiliate" means in relation to a party, an entity which is Controlled by, Controls or under common Control with that party, where "Control" means having the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty percent (50%) or more of the voting interest, or otherwise and with "Controlling" and "Controlled" being construed accordingly;

"Buyer" means the customer that purchases Goods and/or Services pursuant to an Order;

"Buyer Delay" means any delay by Buyer in performing any contractual obligations or any other circumstance for which Buyer is responsible, including, delays in attending testing (if required), taking delivery or arranging shipment or being available for receipt of Services;

"Confidential Information" has the meaning given to such term in Section 23(Confidential Information);

"Contract" means a contract formed between Seller and Buyer in accordance with the terms of Section 3 (Contract Formation);

"Deliverables" means, collectively, Goods and Services;

"Goods" means all components, spare parts, products, or materials of any kind, supplied by Seller under an Order;

"Intellectual Property Rights" means any intellectual property and/or proprietary rights, whether registered or unregistered, legal or beneficial, including trademarks and service marks, patents (including applications and rights to apply for patents), trade secrets, know-how, trade names, database rights, moral rights, designs, copyrights, mask works, publicity rights, Confidential Information, and rights in confidentiality or confidence, whether developed, generated, or acquired by Seller before or after the effective date of an Order, or in the course of performance of an Order;

"Order" means a written work order or purchase order for Deliverables submitted by the Buyer to the Seller (including through electronic generation) and accepted by the Seller (irrespective of whether the Seller has provided to the Buyer a Quotation or Order acknowledgement);

"Quotation" means the written quotation, proposal or tender submitted by the Seller to the Buyer in connection with the supply of Deliverables;

"Seller" means the John Crane entity supplying Deliverables to the Buyer;

"Services" means all maintenance, repair, monitoring, advisory or other services, provided under the Order; and

"Terms" these standard Sales Terms and Conditions.

1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted; a reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3. Any words following the words "include", "in particular" or any similar expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

1.4. the English language version of these Terms is the binding version as between you and us. Any translation has been prepared for convenience only. In the event of any conflict, ambiguity or inconsistency between the English language version of these Terms and any translated version, the English language version shall prevail.

**2. Expiry of Quotations:**

Any Quotations given by the Seller will expire thirty (30) days from and including the date of issue, unless extended in writing by Seller, and will constitute an invitation to treat and not an offer.

**3. Contract Formation / Modifications:**

Seller is not obliged to accept Orders placed by Buyer. An Order shall be deemed accepted by Seller, and a Contract formed between Seller and Buyer subject to these Terms, on the earlier of:

- 3.1. Seller issuing and delivering to Buyer written acknowledgement of the Order; OR
- 3.2. Seller commencing the manufacture or assembly of Goods; OR
- 3.3. Seller delivering Goods to Buyer; OR
- 3.4. Seller commencing the provision of the Services; OR
- 3.5. Seller's acceptance of Buyer's payment or part payment for Deliverables.

**4. Buyer's Acceptance of these Terms.**

EACH ORDER IS SUBJECT TO THESE TERMS. BUYER'S ISSUANCE OF AN ORDER, ACCEPTANCE OF THE DELIVERY OF GOODS AND/OR RECEIPT OF SERVICES SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS. THESE TERMS ARE THE ONLY TERMS AND CONDITIONS ON WHICH SELLER WILL PROVIDE DELIVERABLES, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED OR IMPLIED BY BUYER (INCLUDING ANY BUYER TERMS AND CONDITIONS ON REQUESTS FOR QUOTATION, DELIVERY ACCEPTANCE NOTES, PURCHASE ORDERS, REMITTANCES OR WEBSITES) ARE EXPRESSLY AND HEREBY REJECTED BY SELLER AND SHALL NOT BE BINDING ON SELLER UNLESS EXPRESSLY ACCEPTED IN WRITING BY

**1. 定义**

1.1. 下列词语具有下述含义:

“关联方”就某一方而言，是指受该方控制、控制该方或与该方一同受他人控制下的实体，其中“控制”指直接或间接有权主导或促使他人主导公司或其他商业实体的管理和政策，无论是通过拥有百分之五十 (50%) 或以上的投票权，还是通过其他方式，“控制的”和“被控制的”应相应解释；

“买方”是指根据订单购买货物和/或服务的客户；

“买方迟延”是指买方在履行任何合同义务或买方应负责的任何其他情况方面的任何迟延，包括在参加检测（如需要）、交货或安排装运或接受服务方面的迟延；

“机密信息”具有第 23 条（机密信息）中赋予该术语的含义；

“合同”是指卖方和买方根据第 3 条（合同成立）的条款签订的合同；

“交付物”统指货物和服务；

“货物”是指卖方根据订单提供的所有组件、备件、产品或任何种类的材料；

“知识产权”是指任何知识产权和/或专有权利，无论是注册的还是未注册的、法定的还是受益的，包括商标和服务标志、专利（包括专利申请和申请专利的权利）、商业秘密、专有技术、商品名称、数据库权利、精神权利、设计、版权、掩膜作品、公开权、机密信息以及保密权利，无论该等权利是由卖方在订单生效日期之前或之后，还是在履行订单的过程中开发、生成或获得的；

“订单”是指由买方向卖方提交（包括通过电子方式生成）并由卖方接受的关于交付物的书面工作订单或采购订单（无论卖方是否已向买方提供报价单或订单确认函）；

“报价单”是指卖方就交付物的供应向买方提交的书面报价、建议书或投标书；

“卖方”是指向买方提供交付物的 John Crane 实体；

“服务”是指根据订单提供的所有维护、修理、监测、咨询或其他服务；以及

“本销售条款”是指本标准销售条款和条件。

1.2. 凡提及某项法律或法律规定的，均指经修订或重新制定的法律或法律规定；凡提及某项法律或法律规定的，均包括根据该法律或法律规定制定的所有附属法规。

1.3. “包括”、“特别是”或任何类似表述之后的任何词句应按不受限制的方式解释，因此不会限制其前面词句的含义。

1.4. 本销售条款的英文版本是贵方和我方之间具有约束力的版本。任何翻译版本仅为方便起见而制作。如果本销售条款的英文版本与任何翻译版本之间存在任何冲突、歧义或不一致，应以英文版本为准。

**2. 报价有效期**

除非卖方以书面形式延期，否则卖方提供的任何报价将在发布之日（含当日）起三十 (30) 天后失效，并将构成要约邀请而非要约。

**3. 合同成立/变更**

卖方没有义务接受买方所下订单。在以下发生的日期中较早者，订单应被视为已被卖方接受，卖方和买方之间的合同按本销售条款成立：

- 3.1. 卖方签发并向买方交付书面订单确认函；或
- 3.2. 卖方开始制造或组装货物；或
- 3.3. 卖方向买方交付货物；或
- 3.4. 卖方开始提供服务；或
- 3.5. 卖方接受买方对交付物的付款或部分付款。

**4. 买方接受本销售条款**

每份订单均受本销售条款的约束。买方发出订单、接受货物交付和/或接受服务即表示接受本销售条款。本销售条款是卖方提供交付物的唯一条款和条件，买方提出或暗示的任何附加或不同的条款或条件（包括询价单、交货验收单、采购订单、汇款或网站上的任何买方条款和条件）均被卖方明确拒绝，且对卖方不具有约束力，除非卖方授权代表以书面形式明确表示接受。买方特此放弃就任何订单主张其在任何买方条款和条件下的权利或补救措施的任何权利。卖方可能被要求“接受”访问买方网站或在线门户以创建供应商账户、处理订单、提交发票等的任何“点

SELLER'S AUTHORIZED REPRESENTATIVE. BUYER HEREBY WAIVES ANY RIGHTS TO ASSERT ITS RIGHTS OR REMEDIES UNDER ANY BUYER TERMS AND CONDITIONS IN RELATION TO ANY ORDER. NO "CLICKWRAP", "CLICK THROUGH", "BROWSE-WRAP" OR OTHER TERMS WHICH SELLER MAY BE REQUIRED TO "ACCEPT" TO ACCESS BUYER WEBSITE OR ONLINE PORTALS FOR VENDOR ACCOUNT CREATION, ORDER PROCESSING, INVOICE SUBMISSION ETC. SHALL HAVE ANY FORCE OR EFFECT. THE CONTRACT IS NOT A SALE BY SAMPLE.

“点击生效”条款、“点进生效”条款、“浏览生效”条款或其他条款均不具有任何效力。本合同不属于样品销售。

#### 5. Buyer Request to Modify.

Without limitation to Section 12 (Right of Substitution), no change or modification to a Contract requested by Buyer (including changes to the design, scope, quantity, or the scope or performance of Services) shall be valid unless accepted by authorised representatives of each of Seller and Buyer.

#### 5. 买方要求变更

在不限制第 12 条 (替代权) 的前提下, 除非得到卖方和买方各自授权代表的认可, 否则买方要求对合同进行的任何变更或修改 (包括对设计、范围、数量或服务范围或性能的变更) 均为无效。

#### 6. Price.

Prices for Deliverables are those stated in the Order or as otherwise agreed in writing between Seller and Buyer. Prices are exclusive of all taxes and Buyer shall reimburse Seller for any excise, sales, value-added, use or other taxes incident to this transaction for which Seller may be liable or which Seller is required by law to collect. Seller may, by giving notice to the Buyer at any time prior to delivery of the relevant Deliverable, increase prices:

#### 6. 价格

交付物的价格为订单中规定的价格或卖方与买方之间另行书面约定的价格。价格不包括税费, 买方应向卖方偿还本交易中卖方可能有责任或法律要求卖方收取的任何消费税、销售税、增值税、使用税或其他税费。卖方可按下列规定在交付相关交付物之前随时通知买方, 提高价格:

- 6.1. to correct quantities or prices, at any time, due to typographical, clerical, or mathematical errors;
- 6.2. following expiry of a Quotation;
- 6.3. other than where an Order fixes prices for a specified period, on an annual basis in line with the percentage increase over the previous twelve (12) month period of an appropriate indexation rate;
- 6.4. to reflect any increase in costs due to the Buyer requesting any change to a Contract as agreed in writing by Seller; and/or
- 6.5. to reflect any increase to Seller of any raw material, component part, cost of labor or third party services used to manufacture or supply the Deliverables OR any other increase beyond Seller's reasonable control, including as a result of exchange fluctuations, increases in taxes and duties and/or other governmental charges payable by Seller or due to any changes in any applicable laws or regulations.

- 6.1. 因印刷、文书或计算错误随时更正数量或价格;

- 6.2. 在报价单到期后;

- 6.3. 除订单规定的特定期限内的价格外, 每年根据前十二 (12) 个月期间适当指数化率的增长百分比进行调整;

- 6.4. 反映由于买方要求对卖方书面同意的合同进行任何变更而导致 的任何成本增加; 和/或

- 6.5. 反映用于制造或供应交付物的任何原材料、零部件、劳动力 成本 或第三方服务对卖方造成的任何增加, 或超出卖方合理控制范围的任何其他增加, 包括由于汇率波动、卖方应支付的税费和/或其他政府费用的增加, 或由于任何适用 法律或法规的任何变更造成的增加。

#### 7. Invoicing and Payment.

Seller may invoice Buyer at any time after an Order is placed, unless expressly stated otherwise in writing on an Order. Buyer will pay Seller's invoice in full within thirty (30) days after the date of the invoice without deductions, set-off, withholdings, or otherwise. Time is of the essence for payment of Seller's invoices and no defect or warranty claim in relation to any Deliverable shall limit Buyer's payment obligations hereunder. Late payment by the Buyer will entitle Seller (without liability to Buyer) to:

#### 7. 发票和付款

卖方可在买方向下订单后的任何时间向买方开具发票, 除非订单上另有明确的书面说明。买方应在发票日期后三十 (30) 天内全额支付卖方的发票金额, 不得扣除、抵销、扣留或以其他方式减少支付金额。就卖方发票金额的支付而言, 时间至关重要, 与任何交付物相关的任何缺陷或保证索赔均不得限制买方在本协议项下的付款义务。买方逾期付款将使卖方有权 (但不向买方承担任何责任):

- 7.1. unless charging of default interest is prohibited under applicable laws, apply to the overdue amount (i) default interest charge of one and one-half percent (1.5%) per month until paid in full, subject to the maximum and/or minimum amount allowed by law (as applicable); and (ii) reasonable costs for the recovery of Buyer's debt, including any amounts to which Seller is entitled under applicable laws. FOR FRANCE ONLY: the late payment interest may not be less than three times the French legal interest rate in force, and the fixed compensation for recovery costs is equal to EUR 40; and/or
- 7.2. terminate the Contract and/or any other Contract it has entered into with Buyer OR refuse to make delivery under the relevant Order or under any other Contract with the Buyer. Seller shall have the right to claim and set-off against any receivables of the Buyer the reasonable costs of re-delivery, storage and all other handling costs arising directly or indirectly therefrom.

- 7.1. 除非适用法律禁止收取违约利息, 否则对逾期金额适用 (i) 每月百分之一点五 (1.5%) 的违约利息, 直至全额支付, 但不得超过法律允许的最高和/或最低金额 (视情况而定); 以及 (ii) 追讨买方债务而发生的合理费用, 包括卖方根据适用法律有权获得的任何金额。以下规定仅适用于法国: 逾期付款利息不得低于法国现行法定利率的三倍, 追讨费用 的固定赔偿金额为 40 欧元; 和/或

- 7.2. 终止合同和/或与买方签订的任何其他合同, 或拒绝根据相关 订单 或与买方签订的任何其他合同进行交付。卖方有权主张并抵销买方的任何应收款, 包括重新交付的合理费用、仓储费用以及由此直接或间接产生的所有其他处置费用。

#### 8. Delivery/Delivery Terms.

Delivery dates are estimates only and time is not of the essence. Subject to Section 10 (Title and Risk of Loss), delivery terms are as per Schedule 1 unless expressly stated otherwise in the Order. Seller shall not be liable for any total or partial failure to deliver or for any delay in delivery or production due to causes beyond its reasonable control, including acts of God, acts or omissions of Buyer, war or civil unrest, priorities, fires, strikes, natural disasters, severe adverse weather conditions, theft or malicious damage, destruction or breakdown/failure of equipment, epidemic or pandemic, delays in transportation, or inability to obtain necessary labor or raw materials. Buyer shall be obliged to take delivery of the Goods and/or Services when they are delivered or tendered for delivery in accordance with the Order. In the event of any Buyer Delay relating to delivery:

#### 8. 交付/交付条款

交付日期仅为估计日期, 时间并非至关重要。在遵守第 10 条 (所有权和损失风险) 的前提下, 除非订单中另有明确规定, 否则交付条款与附表 1 一致。对于由于超出卖方合理控制范围的原因 (包括天灾、买方的作为或不作为、战争或内乱、优先权、火灾、罢工、自然灾害、恶劣天气条件、盗窃或恶意损坏、设备损坏或故障/失灵、流行病或疫情、运输延误或无法获得必要的劳动力或原材料) 而导致的任何全部或部分无法交付、交付延迟或生产延误, 卖方不承担任何责任。买方有义务在货物和/或服务按照订单交付或提出交付时接收货物和/或服务。如果买方发生任何与交付有关的延迟:

- 8.1. Buyer shall pay to Seller all reasonable costs of re-delivery, warehousing, restocking or other storage costs, other handling and insurance costs and any other out of pocket expenses incurred arising from such Buyer Delay;
- 8.2. any payment milestone delayed resulting from Buyer Delay will become due and immediately and Seller shall have the right (without prejudice to its other rights) to invoice Buyer in respect thereof;
- 8.3. if Buyer has delayed or refused delivery or collection (whether in whole or in part), Seller shall be entitled to invoice Buyer for the full amount due under the relevant Contract;
- 8.4. risk of loss shall immediately transfer to Buyer and Buyer shall be responsible for the procurement of insurance on the Goods; and
- 8.5. any agreed upon time for the performance of the Seller's obligations under the Order shall be extended automatically for a corresponding period of time and Seller shall not

- 8.1. 买方应向卖方支付重新交付的所有合理费用、仓储费、重新入库或其他存储费用、其他处置和保险费用以及因买方 延迟而产生的任何其他实付费用;

- 8.2. 由于买方延迟而造成的任何延误的节点付款将立即到期, 卖方应有权 (在不影响卖方其他权利的情况下) 就此向买 方开具发票;

- 8.3. 如果买方延迟或拒绝接收交付或收货 (无论是全部还是部分), 卖 方有权向买方开具发票, 要求买方支付相关合同 项下的全部应付金额;

- 8.4. 损失风险应立即转移给买方, 买方应负责为货物购买保险; 并且

- 8.5. 卖方履行订单规定义务的任何约定的期限应自动延长相应的时间, 卖方在任何情况下均不对买方因买方延迟而直接 或间接造成的任何罚款、损害或损失负责。

be liable to Buyer under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Buyer Delay.

#### 9. Instalments.

Seller may, at its discretion, deliver the Deliverables by separate instalments. In such circumstances, Seller will be entitled to invoice the price for each instalment separately in accordance with Section 6 (Price). Delivery of an instalment will not give Buyer the right to cancel other instalments or cancel or terminate the Order. Buyer shall not be entitled to delay or refuse delivery or collection (whether in whole or in part) of Goods OR delay or refuse to receive Services without the express written consent of Seller.

#### 10. Title and Risk of Loss.

Title to Goods shall not pass to Buyer until Seller has received payment in full for the Price for such Goods; and all other sums which are or become due to Seller from Buyer in respect of such Goods. Until such time as title to Goods has passed to Buyer, Buyer shall ensure that Goods are kept separate and distinct from Buyer's products and identified as property of Seller. Until ownership has passed to Buyer, Buyer shall: hold the Goods on a fiduciary basis as Seller's bailee; store the Goods (at no cost to Seller) separately from all other products of Buyer or any third party so they remain readily identifiable as Seller's property; not destroy, deface or obscure any identifying mark or packaging relating to the Goods; maintain the Goods in satisfactory condition; and keep the Goods insured for their full price against all risks to the reasonable satisfaction of Seller. Buyer may resell or use the Goods in the ordinary course of its business, but only: if the sale is at full market value; as a sale of Buyer's property on Buyer's own behalf and with Buyer dealing as principal when making the sale; if Buyer includes a retention of title clause in the form of this Section 10 (Title and Risk of Loss) in its sale contract with its customer. Buyer's right to possession, use and resale of the products shall terminate immediately if Sections 13.1, 13.2 and/or 15 become applicable. Until title passes to Buyer, Seller may require Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, to enter Buyer's premises or any third party where the Goods are stored and repossess the Goods. Buyer shall not be entitled to pledge (wholly or partially) or in any way charge any of the Goods which remain property of Seller, but if Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable. Notwithstanding the foregoing, from the time of delivery of the Deliverables pursuant to Section 8 (Delivery / Delivery Terms), all risk of loss or damage shall be borne by Buyer.

#### 11. Tooling.

A tooling charge may be imposed for any special tooling or equipment (collectively, "Tooling") acquired by Seller to manufacture the Deliverables. Seller is the sole and exclusive owner of all Tooling and Buyer will not acquire any rights, title, or interest in or to any Tooling, unless stated in the Order.

#### 12. Rights of Substitution.

Seller at its option may substitute Deliverables and/or parts or components with other goods or products providing materially the same, equivalent or superior form, fit and functionality as those originally ordered by Buyer. Seller also reserves the right to make changes to the Services, provided that such change has no material adverse impact on Buyer's use or receipt of the benefit of such Service.

#### 13. Cancellation by Seller.

Unless prohibited by applicable law, Seller may, at its option and discretion and in addition to its other remedies under these Terms or at law, and without liability to Buyer, cancel the Order, refuse or delay delivery of Goods and/or refuse or delay performance of Services, if:

13.1. Buyer remains in default in any payments or other performance due to Seller under this or any other agreement notwithstanding Seller having provided Buyer with not less than fourteen (14) days' notice to pay such overdue amounts;

13.2. Buyer becomes insolvent or a petition in bankruptcy is filed with respect to Buyer (or a similar event takes place which affects the Buyer);

13.3. there are causes beyond Seller's reasonable control which make it impossible to assure its timely performance of an Order; or

13.4. the cost of provision of the Deliverables has increased so significantly that, in the Seller's reasonable opinion and acting in good faith, it is no longer commercially viable for Seller to continue to supply the Deliverables and perform the Order.

Seller shall refund to Buyer any sums paid by Buyer for Deliverables which are the subject of cancellation by Seller under this Section 13 (Cancellation by Seller).

#### 14. Cancellation by Buyer.

Buyer may cancel the remaining, unfilled portion of the Order only upon written consent of Seller and payment of the full price for that portion of the Order that Seller has substantially completed at time of cancellation plus reasonable cancellation charges which shall include the full profit plus all costs incurred in connection with the canceled portion of the Order such as overhead and administrative costs, commitments made by Seller as a consequence of the Order and the cost of all work-in-progress. Cancellation charges shall not exceed the purchase price of the canceled portion of the Order.

#### 15. Assurance of Performance.

If Buyer is delinquent in payment at any time, or if in Seller's judgment, Buyer's credit becomes impaired or unsatisfactory, Seller may, in addition to its other remedies, cancel

#### 9. 分期交付

卖方可自行决定分批交付交付物。在该等情况下, 卖方将有权根据第 6 条 (价格) 的规定, 分别开具各批次的价格发票。分批交付并不赋予买方取消其他分批交付或取消或终止订单的权利。未经卖方明确书面同意, 买方无权迟延或拒绝接收交付或收取全部或部分货物, 或迟延或拒绝接收服务。

#### 10. 所有权和损失风险

在卖方收到此类货物的全额货款以及买方就此类货物应付或应向卖方支付的所有其他款项之前, 货物的所有权不应转移给买方。在货物所有权转移给买方之前, 买方应确保货物与买方的产品保持分离和区分, 并确定货物为卖方的财产。在所有权转移给买方之前, 买方应: 作为卖方的受托人持有货物; (在不增加卖方成本的情况下) 将货物与买方或任何第三方的所有其他产品分开存放, 以便货物随时可识别为卖方的财产; 不得破坏、污损或遮盖与货物有关的任何识别标记或包装; 保持货物处于令人满意的状态; 为货物投保使卖方合理满意的全额风险保险。买方可以在其正常业务过程中转售或使用货物, 但仅限于: 以完全市场价值进行销售; 以买方自己的名义销售买方的财产, 且买方在进行销售时作为本人进行交易; 买方在与其客户签订的销售合同中包含本第 10 条 (所有权和损失风险) 形式的所有权保留条款。如果第 13.1 条、第 13.2 条和/或第 15 条适用, 买方占有、使用和转售产品的权利应立即终止。在所有权转移给买方之前, 卖方可以要求买方将货物交付给卖方, 如果买方未予交付, 卖方可以进入买方的场所或存放货物的任何第三方场所并收回货物。买方无权质押全部或部分仍属于卖方财产的货物或以任何方式在该等货物之上设立押记, 但如果买方如此行事, 买方欠卖方的所有款项 (在不影响卖方任何其他权利或补救措施的情况下) 立即到期并应支付。尽管有上述规定, 自根据第 8 条 (交付/交付条款) 交付任何交付物之时起, 所有损失或损坏风险均应由买方承担。

#### 11. 模具

对于卖方为生产交付物而购置的任何特殊工具或设备 (统称为 "模具"), 可能会收取模具费。卖方是所有模具的唯一和排他所有者, 除非订单中有说明, 买方不会获得任何模具的任何权利、所有权或权益。

#### 12. 替代权

卖方可以自行选择以其他货物或产品替代交付物和/或零件或组件, 但该类货物或产品在形式、适用性和功能上应与买方最初订购的货物或产品基本相同、相当或更优。卖方还保留对服务进行更改的权利, 前提是此类更改不会对买方使用或获得此类服务的利益产生重大不利影响。

#### 13. 卖方取消

除非适用法律禁止, 在下列情况下, 作为本销售条款或法律规定的其他补救措施的补充, 卖方可自行决定取消订单、拒绝或迟延交付货物和/或拒绝或迟延履行服务, 且无需对买方承担任何责任:

13.1. 尽管卖方已提前至少十四 (14) 天向买方发出通知, 要求买方支付此类逾期款项, 但买方仍未支付本协议或任何其他协议项下欠卖方的任何款项, 或未履行本协议或任何其他协议项下应向卖方履行的其他义务;

13.2. 买方破产或被申请破产 (或发生影响买方的类似事件);

13.3. 超出卖方合理控制范围的原因导致卖方无法保证及时履行订单; 或

13.4. 提供交付物的成本大幅增加, 以至于根据卖方的合理意见和善意行事, 卖方继续提供交付物和履行订单在商业上不再可行。

卖方应向买方退还买方为卖方根据本第 13 条 (卖方取消) 取消的交付物所支付的任何款项。

#### 14. 买方取消

只有在卖方书面同意且买方支付卖方在取消订单时已基本完成的那部分订单的全额价款以及合理的取消费用后, 买方方可取消订单的剩余未完成部分。合理的取消费用应包括全部利润以及与订单取消部分相关的所有费用, 如管理费用和行政费用、卖方因订单而做出的承诺以及所有在制品的成本。取消费用不得超过订单取消部分的购买价格。

#### 15. 履约保证

如果买方在任何时候拖欠付款, 或者如果卖方认为买方的信用受损或不能令人满意, 卖方除采取其他补救措施外, 还可以取消买方的信用额

Buyer's credit, stop further performance, and demand cash, security or other adequate assurance of payment satisfactory to it.

度, 停止进一步履约, 并要求提供现金、担保或其他令其满意的充分付款保证。

#### 16. Recommendations.

Prediction of results, estimations, interpretation or other analysis of data, provision of recommendations or other expression of opinions provided by Seller to Buyer as part of the Services (collectively, "Analysis") shall not be deemed as provision of a determined, predicted or guaranteed outcome. Buyer is required to apply its own judgement and carry out all due diligence as required (including, to validate operational feasibility and impact of any Analysis) prior to making any other decisions relating to its business based on any part of such Analysis. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY DECISION MADE BY BUYER BASED ON THE ANALYSIS AND, SAVE IN RESPECT OF ANY WARRANTY CLAIM UNDER SECTION 17.2, HEREBY WAIVES AND RELEASES SELLER FROM ANY LIABILITY RELATING TO THE ANALYSIS.

#### 16. 建议

卖方作为服务的一部分向买方提供的结果预测、估计、解释或其他数据分析、建议或其他意见表达（统称为“分析”），不应被视为卖方提供确定、预测或保证的结果。在根据此类分析的任何部分做出与其业务相关的任何其他决策之前，买方必须运用自己的判断并按要求开展所有尽职调查（包括验证任何分析的操作可行性和影响）。买方对其根据分析做出的任何决定承担全部责任。除第 17.2 条规定的任何保证索赔外，买方特此放弃并免除卖方与分析有关的任何责任。

#### 17. Limited Warranty.

Seller warrants as follows:

- 17.1.** for Goods, Seller warrants for a period of twelve (12) months following original shipment by Seller, and for dry gas seals twelve (12) months from installation or twenty-four (24) months following original shipment by Seller, whichever occurs first that the Goods are free from material defects in material (unless such material was supplied by Buyer or the supplier of such material was suggested or directed by Buyer) or workmanship (unless such workmanship is the result of Services performed by Buyer or by a supplier suggested or directed by Buyer). Goods, parts and/or components (i) consumed in normal operation, (ii) subjected to neglect, abnormal conditions or normal wear and tear, (iii) repaired or maintained other than by Seller, or (iv) involved in any accident are not covered by this warranty. Subject to the limitations and conditions set forth herein, Seller will repair or, at its option and discretion, replace free of charge within a reasonable period of time, any Goods found by it within such warranty period to be defective in breach of said warranty upon return thereof transportation prepaid by the Buyer to the location specified by Seller. Seller reserves the right to use refurbished Goods, parts and/or components in order to provide a repair or replacement. No returns will be accepted without prior written authorization by Seller. UNLESS SELLER EXPRESSLY AGREES OTHERWISE IN WRITING AND EXCEPT FOR GOODS PROVIDED BY SELLER'S AFFILIATES, THIRD PARTY PRODUCTS SUPPLIED BY SELLER SHALL CARRY ONLY THE WARRANTIES (IF ANY) PROVIDED TO BUYER BY THE ORIGINAL MANUFACTURERS, AND SELLER GIVES NO WARRANTY FOR SUCH GOODS AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM ANY FURTHER LIABILITY IN RESPECT OF ANY THIRD PARTY PRODUCTS SUPPLIED BY SELLER. In case of replacement, the Seller may keep the returned part and, in such case ownership shall transfer to the Seller;
- 17.2.** for Services, without limitation to Section 16 (Recommendations) above, Seller warrants to Buyer for a period of ninety (90) days following performance or completion of Services by Seller, that the Services are performed in a competent and diligent manner in accordance with any mutually agreed, written specifications. Subject to the limitations and conditions set forth herein, Seller will re-perform Services found by it to be defective within such warranty period;
- 17.3.** warranty repair, replacement, or re-performance shall not extend or renew the applicable warranty period; and
- 17.4.** SELLER MAKES NO OTHER WARRANTY OR COMMITMENT WITH RESPECT TO ANALYSIS, HEREBY DISCLAIMING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, TERM OR CONDITION AS TO THE ADEQUACY, SUFFICIENCY OR COMPLETENESS OF ANY DATA, REPORTS, ESTIMATES, ANALYSES, INTERPRETATIONS, MODELING, PREDICTIONS, OPINIONS OR RECOMMENDATIONS PROVIDED TO BUYER IN CONNECTION WITH THE ANALYSIS, ALL OF WHICH SHALL BE CONSIDERED ADVISORY ONLY.
- 17.5.** The warranties and remedies set forth herein are conditional upon:
- 17.5.1.** proper storage (as per instructions provided by Seller), fitting, installation, use, operation, maintenance of the Goods, and conformance with any oral or written instructions issued by the Seller and installation manuals (including revisions thereto) provided by Seller;
- 17.5.2.** Buyer's keeping accurate and complete records of operation and maintenance during the applicable warranty period and providing Seller access to those records;
- 17.5.3.** repair, maintenance or modification only as performed by Seller or by third parties authorized by Seller in writing;
- 17.5.4.** Buyer informing Seller of defects within fourteen (14) days following its discovery of such breach of the warranty and returns the Goods to Seller appropriately packaged so as to prevent any damage; and
- 17.5.5.** Goods not being kept in storage or immobilised for more than one year.
- FAILURE TO MEET ANY CONDITIONS IN THIS SECTION 17.5 RENDERS THE WARRANTY PROVIDED BY SELLER NULL AND VOID.
- 17.6.** Seller shall not be liable for any defect arising from any drawing, design, specification, plan or other information supplied by or on behalf of Buyer.
- 17.7.** Cost of parts and workmanship will be invoiced at Seller's then current price list if the defect found to be not subject to this warranty, the Goods found not to be defective or if the defect is determined to be due to failure of Buyer or its agents or employees. In addition, Seller reserves the right to charge an evaluation fee calculated at Seller's then-current rates for out-of-warranty repair services and testing carried out on Goods found

#### 17. 有限保证

卖方保证如下:

- 17.1.** 对于货物, 卖方保证在卖方原始装运后十二 (12) 个月内, 对于气密封件, 卖方保证在安装后十二 (12) 个月内或卖方原始装运后二十四 (24) 个月内, 以先发生者为准, 货物在材料 (除非此类材料由买方提供, 或此类材料的供应商由买方推荐或指定) 或工艺 (除非此类工艺是由买方或由买方推荐或指定的供应商提供的服务的结果) 方面无重大缺陷。货物、部件和/或组件 (i) 在正常操作中消耗, (ii) 遭受疏忽、异常条件或正常磨损, (iii) 由卖方以外的人员修理或维护, 或 (iv) 涉及任何事故, 均不在本保证范围内。在遵守此处规定的限制和条件的前提下, 卖方将在合理的时间内免费修理或自行决定更换其在保证期内发现的违反上述保证规定的任何货物缺陷, 但前提是买方必须预付运费将货物退回到卖方指定的地点。卖方保留使用翻新货物、部件和/或组件进行维修或更换的权利。未经卖方事先书面授权, 不接受退货。除非卖方以书面形式明确表示同意, 否则卖方提供的第三方产品应仅包含原制造商提供给买方的保证 (如有), 卖方不对此类货物提供任何保证, 买方特此放弃并免除卖方对卖方提供的任何第三方产品的任何进一步责任, 但卖方的关联方提供的货物除外。在更换的情况下, 卖方可以保留退回的部件, 此种情况下, 所有权应转移给卖方;
- 17.2.** 对于服务, 在不限制上述第 16 条 (建议) 的情况下, 卖方向买方保证, 在卖方履行或完成服务后的九十 (90) 天内, 服务均为按照双方商定的任何书面规格, 以称职和勤勉的方式履行。在遵守此处规定的限制和条件的前提下, 卖方将在上述保证期限内重新履行其发现存在缺陷的服务;
- 17.3.** 修理、更换或重新履行不应延长或续展适用的保证期; 并且
- 17.4.** 卖方不对分析做出任何其他保证或承诺, 并且特此声明, 在适用法律允许的最大范围内, 卖方不对提供给买方的与分析有关的任何数据、报告、估计、分析、解释、建模、预测、意见或建议的适当性、充分性或完整性做出任何保证、条款或条件, 所有该等均应被视为仅供参考。
- 17.5.** 此处规定的保证和补救措施以下列条件为前提:
- 17.5.1.** 货物正确储存 (根据卖方提供的说明)、装配、安装、使用、操作、维护, 以及遵守卖方提供的任何口头或书面说明和安装手册 (包括其修订版);
- 17.5.2.** 买方在适用的保证期内保存准确完整的操作和维护记录, 并允许卖方查阅该等记录;
- 17.5.3.** 仅由卖方或卖方书面授权的第三方进行修理、维护或修改;
- 17.5.4.** 买方在发现违反保证条款的情况后十四 (14) 天内将缺陷通知卖方, 并将货物退还给卖方; 货物应当适当包装以防止任何损坏; 并且
- 17.5.5.** 货物存放或固定时间不超过一年。
- 不满足本第 17.5 条中的任何条件的, 将导致卖方提供的保证无效。
- 17.6.** 对于由买方或他人代表买方提供的任何图纸、设计、规格、计划或其他信息所产生的任何缺陷, 卖方概不负责。
- 17.7.** 如果发现缺陷不属于本保证范围, 或发现货物没有缺陷, 或确定缺陷是由于买方或其代理人或员工的失误造成的, 则将按照卖方当时的价格表开具零件和工艺费用发票。此外, 对于保证期外的维修服务和对认定无缺陷的货物进行的测试, 以及从买方工厂到卖方工厂

to be non-defective as well as all shipping costs from the Buyer's facility to Seller's facility.

**17.8. THE WARRANTIES AND REMEDIES SET OUT IN THIS SECTION 17 (Limited Warranty) CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, OR ANY DEFECT OR NON-CONFORMITY IN, THE DELIVERABLES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS AND/OR GUARANTEES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## 18. Liability.

**18.1. NEITHER PARTY EXCLUDES OR RESTRICTS LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR RESTRICTED BY APPLICABLE LAW.**

**18.2. WITHOUT LIMITATION TO SECTION 17 (Limited Warranty) AND EXCEPT AS PROVIDED IN SECTION 18.1, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OR FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT):**

- 18.2.1. LOSS OF USE; OR**
- 18.2.2. LOSS OF PROFITS; OR**
- 18.2.3. LOSS OF REVENUE, LOSS OF PRODUCTION OR LOSS OF BUSINESS; OR**
- 18.2.4. LOSS OF DATA AND/OR THE LOSS OF THE USE OF DATA; OR**
- 18.2.5. LOSS OF GOODWILL, LOSS OF REPUTATION OR LOSS OF OPPORTUNITY; OR**
- 18.2.6. LOSS OF ANTICIPATED SAVINGS OR LOSS OF MARGIN.**

IN EACH CASE WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ARISING OUT OF ANY LIABILITY OF THE BUYER TO ANY OTHER PERSON, EVEN IF THE SELLER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

**18.3. EXCEPT AS PROVIDED IN SECTION 18.1, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE EXCEED THE FOLLOWING:**

- 18.3.1. IN RELATION TO ANY CLAIM OR SERIES OF RELATED CLAIMS, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE DELIVERABLES IN RESPECT OF WHICH THE CLAIM OR SERIES OF RELATED CLAIMS HAS BEEN BROUGHT WHICH HAVE BEEN DELIVERED BY SELLER TO BUYER; AND**
- 18.3.2. NOTWITHSTANDING SECTION 18.3.1, IN RELATION TO ALL CLAIMS ARISING OUT OF AND/OR RELATED TO ANY CONTRACT, A TOTAL AGGREGATE AMOUNT EQUAL TO THE PURCHASE PRICE OF ALL DELIVERABLES WHICH HAVE BEEN DELIVERED BY SELLER TO BUYER UNDER THAT CONTRACT.**

**18.4. BUYER SHALL PROCURE THAT NONE OF ITS CUSTOMERS TO WHOM IT SUPPLIES ANY DELIVERABLES SHALL BRING ANY CLAIMS AGAINST ANY INDEMNITEES (AS DEFINED IN SECTION 19 (INDEMNITY) BELOW).**

**18.5. EXCEPT AS PROVIDED IN SECTION 18.1, NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE (1) YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.**

## 19. Indemnity.

Save as expressly agreed otherwise in writing by Buyer and Seller, and save if and to the extent not permitted by applicable law, Buyer hereby indemnifies, defends, and holds harmless Seller, its Affiliates, its and its Affiliates' officers, directors, employees, agents, contractors, distributors, successors, and assigns (each an "Indemnitee," and collectively, the "Indemnitees"), from and against any damages, losses, claims, suits, and other liabilities arising directly or indirectly as a result of: (a) personal injury to, or death of, an Indemnitee's employees, agents or contractors; (b) damage to tangible property belonging to an Indemnitee; (c) claims of infringement, misappropriation, or violation of third party Intellectual Property Rights relating to or arising from modification of any Deliverables by or on behalf of Buyer; (d) claims of infringement, misappropriation, or violation of third party Intellectual Property Rights relating to the use by an Indemnitee of any documentation, designs, drawings, manuals or other information provided by or on behalf of Buyer to an Indemnitee; (e) Buyer's violation of applicable law; (f) materials supplied by or on behalf of Buyer to an Indemnitee to manufacture the Goods; (g) any part of the Goods obtained by an Indemnitee from a supplier suggested or directed by Buyer; (h) any part of the manufacture of the Goods carried out by a supplier suggested or directed by Buyer; (i) the negligence, or wrongful acts or omissions, of Buyer or such supplier; or (j) any breach by Buyer of Section 18.4.

的所有运输费用，卖方保留按照卖方当时的费率计算和收取评估费用的权利。

**17.8. 本第 17 条（有限保证）中规定的保证和补救措施构成买方对因交付产品的任何故障、缺陷或不合格而引起的或与之相关的所有索赔的唯一且排他的补救措施，并在适用法律允许的最大范围内代替和排除所有其他保证、条款、条件、陈述和 / 或保证，包括但不限于适销性、质量满意和适于特定用途的保证、条款和条件。**

## 18. 责任

**18.1. 双方均不排除或限制以下责任：(i) 因过失造成的死亡或人身伤害；(ii) 欺诈或欺诈性虚假陈述；或 (iii) 适用法律规定不得排除或限制的任何其他责任。**

**18.2. 在不限制第 17 条（有限保证）和第 18.1 条规定的情况下，卖方在任何情况下均不对任何特殊的、间接的、衍生性的或惩罚性的损失或损害负责，也不对任何下列情况负责（无论是直接的还是间接的）：**

- 18.2.1. 使用损失；或**
- 18.2.2. 利润损失；或**
- 18.2.3. 收入损失、生产损失或业务损失；或**
- 18.2.4. 数据丢失和/或无法使用数据；或**
- 18.2.5. 商誉损失、声誉损失或机会损失；或**

**18.2.6. 预期节省损失或利润损失。**

在以上每种情况下，无论是否因合同、侵权行为（包括但不限于过失）、违反法定义务、严格责任、产品责任或其他原因引起，也无论是否因买方对任何其他人的任何责任引起，即使卖方或其关联方已被告知任何此类损失或损害的可能性。

**18.3. 除第 18.1 条中规定的情况外，在任何情况下，卖方的总赔偿责任（无论是因合同、侵权行为（包括但不限于过失）、违反法定义务、严格责任、产品责任或其他原因引起的赔偿责任）均不得超过以下金额：**

**18.3.1. 就任何索赔或一系列相关索赔而言，与卖方已向买方交付的与索赔或一系列相关索赔有关的交付物的购买价格相等的金额；以及**

**18.3.2. 尽管有第 18.3.1 条的规定，对于由任何合同引起和/或与任何合同有关的所有索赔，总金额等于卖方根据该合同向买方交付的所有交付物的购买价格。**

**18.4. 买方应确保买方向其提供任何交付物的客户不得向任何受偿方（定义见下文第 19 条（赔偿））提出任何索赔。**

**18.5. 除第 18.1 条规定的情况外，不得在相关诉因发生一 (1) 年后向卖方提出索赔或诉讼。**

## 19. 赔偿

除非买方和卖方另有明确书面约定，以及除非在适用法律不允许的情况下，买方在此对卖方及其关联方、卖方及其关联方的管理人员、董事、员工、代理人、承包商、分销商、继承人和受让人（“受偿方”）直接或间接因以下原因造成的任何损害、损失、索赔、诉讼和其他责任进行赔偿、为其辩护并使其免受损害：(a) 受偿方的员工、代理人或承包商的人身伤害或死亡；(b) 属于受偿方的有形财产的损害；(c) 与买方或他人代表买方更改任何交付物有关或由此引起的侵犯、盗用或侵害第三方知识产权的索赔；(d) 因受偿方使用由买方或他人代表买方提供给受偿方的任何文件、设计、图纸、手册或其他信息而引起的侵犯、盗用或侵害第三方知识产权的索赔；(e) 买方违反适用法律；(f) 买方或他人代表买方向受偿方提供的用于制造货物的材料；(g) 受偿方从买方推荐或指定的供应商处获得的货物的任何部分；(h) 由买方推荐或指定的供应商进行的货物制造的任何部分；(i) 买方或此类供应商的过失、不当行为或疏忽；或 (j) 买方违反第 18.4 条的任何规定。

**20. Production Performance Estimates.**

Any production or performance standards furnished by Buyer may depend on several variable factors, and as such no results or estimates are guaranteed.

**20. 生产和履约估计**

买方提供的任何生产或履约标准可能取决于多种可变因素，因此不保证任何结果或估计。

**21. Compliance with Laws and Warnings.**

In those instances in which Seller provides health or safety information, warning statements, and/or instructions in connection with the installation, use or maintenance, including preventative maintenance, of its Goods (and Seller assumes no obligation to do so), Buyer agrees to comply with all such information, warnings and instructions. Buyer further agrees to communicate all such information, warnings and instructions to its employees, agents and subcontractors, and to subsequent buyers and users of those Goods. Buyer will comply with all applicable laws. Buyer will indemnify and hold Indemnitees harmless for Buyer's breach of this Section 21 (**Compliance with Laws and Warnings**).

**21. 遵守法律和警告**

在卖方提供与其货物的安装、使用或维护（包括预防性维护）有关的健康或安全信息、警告声明和/或说明的情况下（卖方不承担如此行事的义务），买方同意遵守所有此类信息、警告和说明。买方还同意将所有此类信息、警告和说明传达给其员工、代理人 and 分包商，以及此等货物的后续买方和用户。买方将遵守所有适用法律。如果买方违反本第 21 条（**遵守法律和警告**）的规定，买方将赔偿受偿方并使其免受损害。

**22. Repairs (Job Lapping).**

Except as otherwise provided in Section 18.1 and this Section 22 Seller shall have no liability whatsoever for spoilage or damage to any Goods, parts or stock furnished for lapping or repair. In addition to the specific exclusions in Section 18 (**Liability**) above, Seller's liability in relation to Goods, part or stock furnished for lapping or repair shall be limited to cases of its negligence, and then only to the extent of cancellation of its charges for lapping or repairing the spoiled or damaged Goods, parts or stock.

**22. 维修（工作修复）**

除第 18.1 条和本第 22 条另有规定外，卖方对为修复或维修而提供的任何货物、部件或存货的变质或损坏不承担任何责任。除上述第 18 条（**责任**）中的特定免责条款外，卖方对为修复或维修而提供的货物、部件或存货的责任应仅限于其存在过失的情形，且仅限于取消其修复或维修变质或损坏的货物、部件或存货的费用。

**23. Confidentiality.**

All non-public, confidential, or proprietary information, including any technical and commercial information and ideas which Seller has supplied or shall supply Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", but excluding information in the public domain or properly in Buyer's possession in tangible form before receiving such information from Seller ("**Confidential Information**") is proprietary to Seller and is disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation or use of the Deliverables. Buyer shall not without Seller's prior written consent, disclose or make available Confidential Information to any other person or use Confidential Information except for such limited purpose. Buyer shall keep all Confidential Information secure so as to prevent its unauthorised disclosure or access. All Confidential Information shall be returned to Seller on demand, and, in any event, when no longer needed by Buyer in connection with the Deliverables. In addition to Seller's other remedies, Buyer agrees that any benefit or property derived by Buyer from any unauthorized use of Confidential Information shall be the sole and exclusive property of Seller. Buyer represents and warrants to Seller that Buyer has the necessary licenses in and is under no confidentiality obligations that prevent the Buyer from disclosing drawings and other data (including but not limited to dimensions, specifications, measurements etc.) pertaining to products subject to Services for the purpose of repair and reverse engineering by Seller as the case may be. Buyer acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Section 23 by Buyer. Accordingly, Seller will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) and to any remedies available to a trade secret holder for any breach or threatened breach of Section 23 by Buyer.

**23. 保密**

所有非公开、机密或专有信息（包括卖方已经提供或将要提供给买方的任何技术和商业信息及创意，无论是否以口头形式披露，还是以书面、电子或其他形式或媒体披露或获取，也无无论是否标注、指定或以其他方式标识为“机密”信息，但不包括公共领域中的信息或买方在从卖方收到此类信息之前以有形形式适当拥有的信息）（“**机密信息**”）均属于卖方专有，并以保密的方式披露给买方，其目的仅限于协助买方评估或使用交付物。未经卖方事先书面同意，买方不得向任何其他其他人披露或提供机密信息，或使用机密信息，但用于上述有限目的的除外。买方应妥善保管所有机密信息，以防止未经授权的披露或获取。经卖方要求，或在任何时候买方不再需要与交付物相关的机密信息时，买方应将机密信息退还给卖方。在卖方的其他补救措施之外，买方同意，买方从任何未经授权的秘密信息使用中获得的任何利益或财产均应是卖方的独家和专有财产。买方向卖方声明并保证，买方对服务产品有关的图纸和其他数据（包括但不限于尺寸、规格、测量等）拥有必要的许可，并且不存在任何保密义务阻止买方披露该等图纸和数据，卖方可以进行维修和逆向工程（视情况而定）。买方承认并同意，对于买方违反本第 23 条的行为，仅靠损害赔偿不足以补救。因此，对于买方违反或可能违反第 23 条的任何行为，卖方将有权获得衡平法救济（包括禁令和实际履行）以及商业秘密持有人可获得的任何救济，而无需证明特殊损害。

**24. Shortages.**

Claims for shortages must be made within five (5) days after receipt of Goods. All other claims must be made within thirty (30) days of shipping date (except for warranty claims, which are governed by Section 17 (**Limited Warranty**) above).

**24. 短缺**

短缺索赔必须在收到货物后五（5）天内提出。所有其他索赔必须在发货日期后三十（30）天内提出（保证索赔除外，保证索赔适用上述第 17 条（**有限保证**）的规定）。

**25. Patents.**

Buyer will protect and indemnify Indemnitees against all claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to Goods manufactured wholly or partially to Buyer's designs or specifications, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages.

**25. 专利**

对于完全或部分按照买方的设计或规格制造的货物所引起的专利、设计、商业秘密、版权或商品名称方面的所有索赔，包括任何成本、费用、损失、律师费、和解付款或损害赔偿，买方将赔偿受偿方，并使受偿方免受任何损害。

**26. CERTIFICATES OF CONFORMANCE.**

UNLESS EXPRESSLY STATED OTHERWISE BY SELLER IN WRITING, WHERE SELLER PROVIDES BUYER WITH CERTIFICATE OF CONFORMANCE (A "**COC**") CERTIFYING THAT ANY GOODS SUPPLIED CONFORM TO STATED REGULATIONS, GUIDELINES OR STANDARDS INCLUDING UNITED STATES FOOD AND DRUG ADMINISTRATION REGULATIONS AND GUIDELINES ("**REQUIRED STANDARDS**"), SUCH COC IS PROVIDED BY SELLER TO CERTIFY ONLY THAT THE GOODS SUPPLIED COMPRISE MATERIALS WHICH MEET SUCH REQUIRED STANDARDS. BUYER ACKNOWLEDGES AND AGREES THAT NO FURTHER REPRESENTATION, WARRANTY OR OTHER STATEMENT IS MADE IN RELATION TO THE GOODS TO WHICH A COC RELATES, INCLUDING IN RESPECT OF THE TESTING, ASSEMBLY LINE PROCESS OR ASSEMBLY ENVIRONMENT FOR THE GOODS (COLLECTIVELY, "**EXCLUDED CONFORMITY STATEMENTS**") AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM ANY LIABILITY, CLAIMS OR OTHERWISE RELATING TO ANY EXCLUDED CONFORMITY STATEMENTS.

**26. 合格证书**

除非卖方以书面形式另行明确声明，卖方向买方提供合格证书，证明所提供的任何货物符合规定的法规、准则或标准，包括美国食品和药物管理局的法规和准则（“**规定标准**”），否则卖方提供的此类合格证书仅证明所提供的货物包含符合此类规定标准的材料。买方承认并同意，对于合格证书所涉及的货物，包括货物的测试、装配线流程或装配环境，卖方不作任何进一步的陈述、保证或其他声明（统称为“**除外合格声明**”），买方特此放弃并免除卖方与任何除外合格声明有关的任何责任、索赔或其他责任。

**27. Amendments and Survival.**

No addition to, modification or revision of these Terms contained herein shall be valid unless in writing, and signed by duly authorized representative of Seller. Sections 3 to 10 (inclusive), Sections 12, 13, 17 to 19 (inclusive), 27, 31 and 32 shall survive the expiration or termination of these Terms.

**27. 修订和继续有效条款**

除非以书面形式并经卖方正式授权代表签署，否则对本销售条款的任何补充、修改或修订均为无效。本销售条款到期或终止后，第 3 至 10 条、第 12、13、17 至 19 条、第 27、31 和 32 条继续有效。

**28. Governing Law and Jurisdiction.**

These Terms, each Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country or state listed in Schedule 1 to these Terms by reference to the country in which Seller is located. Seller and Buyer irrevocably agrees that the courts of listed in Schedule 1 to these Terms shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or any Contract.

**28. 管辖法律和管辖权**

本销售条款、每份合同以及因其或其标的或其订立而产生的或与之相关的任何争议或索赔（包括非合同争议或索赔）应受本销售条款附表 1 所列国家或州的法律（卖方所在地国家的法律）管辖并据此进行解释。卖方和买方不可撤销地同意，本销售条款附表 1 中列出的法院对解决因本合同或任何合同引起的或与之相关的任何争议或索赔具有专属管辖权。

**29. Code of Conduct.**

Seller is committed to conducting its business ethically and lawfully. To that end the Seller, through its ultimate parent company, Smiths Group plc, maintains a code of business ethics (“Code of Conduct”) and mechanisms for reporting unethical or unlawful conduct. The Seller expects that the Buyer will also conduct its business ethically and lawfully. If the Buyer has cause to believe that the Seller or any employee or agent of the Seller has behaved unethically or unlawfully under, or in connection with, these Terms and Conditions, Buyer is encouraged to report such behavior to the Seller or to Smiths Group plc. Smiths Group plc’s Code of Conduct and mechanisms for making such reports are available on [www.smiths.com](http://www.smiths.com).

**29. 行为准则**

卖方承诺以合乎道德和合法的方式开展业务。为此，卖方通过其最终母公司 Smiths Group plc 制定了商业道德准则（“行为准则”）和举报不道德或非法行为的机制。卖方希望买方也能以道德和合法的方式开展业务。如果买方有理由相信卖方或卖方的任何员工或代理人在本销售条款和条件下或与本销售条款和条件有关的情况下有不道德或非法行为，我们鼓励买方向卖方或 Smiths Group plc 报告这种行为。Smiths Group plc 的行为准则和举报机制可在 [www.smiths.com](http://www.smiths.com) 上获取。

**30. Export Regulations and Destination Control Statement.**

If the Deliverables, commodities, technologies or software sold or supplied hereunder are exported from the country where Seller resides, they may only be done so in accordance with the laws and regulations of such jurisdiction, and any diversion contrary to such laws is prohibited. Buyer will not export any technical data, or commodities that are controlled by government regulations in violation thereof, and agrees to defend, indemnify and hold harmless Indemnitees from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Seller with respect to any of Buyer’s export or re-export activities contrary to applicable export and import controls.

**30. 出口法规和目的地管制声明**

如果根据本协议出售或提供的交付物、商品、技术或软件从卖方所在国出口，则只能根据该管辖区的法律和法规进行，并禁止任何违反此类法律的转移。买方不得违反政府法规出口任何技术数据或受政府法规管制的商品，并同意就卖方因任何违反适用进出口管制的任何出口或再出口活动而产生的任何索赔、损失、责任、费用或损害（包括留置权或法律费用）为受偿方辩护，对其作出赔偿并使其免受损害。

**31. Intellectual Property.**

Notwithstanding delivery of and the passing of title in any Deliverables, nothing in these Terms shall have the effect of granting or transferring to, or vesting in, Buyer any Intellectual Property Rights in or to any Deliverables. As between Seller and Buyer, Seller retains all Intellectual Property Rights in relation to the Deliverables

**31. 知识产权**

尽管卖方交付了任何交付物并转移了任何交付物的所有权，但本销售条款中的任何内容均不具有向买方授予、转让或归属任何交付物中的任何知识产权的效力。在卖方和买方之间，卖方保留与交付物相关的所有知识产权。

**32. Waiver.**

A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

**32. 弃权**

迟延履行或未能行使本销售条款规定的或与本销售条款有关的权利或补救措施的，不构成对该权利或任何其他权利或补救措施的放弃，也不妨碍或限制今后行使该权利或任何其他权利或补救措施。单独或部分行使某项权利或补救措施的，也不妨碍或限制进一步行使该权利或任何其他权利或补救措施。对任何权利、补救措施、违约或违反的放弃，只有在采用书面形式并由放弃方签字的情况下方为有效，并且只适用于放弃的情况和目的，不构成对任何其他权利、补救措施、违约或违反的放弃。

**33. Severability.**

If any term of the Contract (including any exclusion from, or limitation of, liability set out in Section 18) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

**33. 可分割**

如果合同中的任何条款（包括第 18 条中规定的任何责任免除或责任限制）被任何有管辖权的法院、机构或机关认定为非法、不合法、无效或不可执行，则该条款将被视为从合同中删除，且不会影响合同的其余部分，合同的其余部分将继续完全有效。

**34. General.**

Buyer may not assign, novate or transfer all or part of its rights or obligations under the Order without the prior written consent of Seller. Seller is entitled to assign, novate or otherwise transfer any rights and/or obligations under a Contract to any of its Affiliates or to a third party transferring or acquiring all or substantially all of the whole of a business to which a Contract relates. A person who is not a party to this Contract shall have no right to enforce any of its terms. These Terms constitute the entire agreement and understanding between Buyer and Seller in connection with the subject matter of the Order, and supersedes all prior oral or written communications, representations or agreements in relations thereto.

**34. 一般规定**

未经卖方事先书面同意，买方不得转让、让与或转移其在订单下的全部或部分权利或义务。卖方有权将合同项下的任何权利和/或义务转让、让与或以其他方式转移给任何关联方或转让或取得与合同相关的全部或实质上全部业务的第三方。非本合同当事方之人无权执行本合同的任何条款。本销售条款构成买方和卖方之间就订单标的的达成的完整协议和谅解，并取代之前所有与此相关的口头或书面沟通、陈述或协议。

END OF TRANSLATION  
翻译结束

附表 1 - 适用法律和管辖权

如果卖方位于以下国家:	目前关于交付的国际贸易术语	适用法律	专属管辖权属于
澳大利亚	FCA	澳大利亚维多利亚州	澳大利亚维多利亚州法院
阿根廷	FCA	阿根廷	布宜诺斯艾利斯市国家商事法院
阿塞拜疆	FCA	阿塞拜疆	阿塞拜疆法院 (巴库)
比利时	FCA	比利时	比利时法院
巴西	FCA	巴西	圣保罗州圣保罗市法院。
加拿大	FCA	安大略省 (及适用于该省的加拿大法律)	安大略省法院
智利	FCA	智利	智利圣地亚哥市法院(Ciudad de Santiago de Chile)
中国	FCA	中华人民共和国 ( “中国” )	中华人民共和国天津市法院
哥伦比亚	FCA	哥伦比亚	波哥大市法院
捷克共和国	EXW	捷克共和国	奥洛穆茨地区法院
丹麦	EXW	瑞典	斯德哥尔摩地区内瑞典法院的管辖权
埃及	FCA	埃及	埃及法院 (开罗)
法国	EXW	法国	巴黎商事法庭(Tribunal de Commerce of Paris)
芬兰	EXW	芬兰	赫尔辛基地区法院 ( “Helsingin käräjäoikeus” )
希腊	FCA	希腊	希腊法院 (雅典)
匈牙利	FCA	匈牙利	匈牙利法院 (布达佩斯)
印度	FCA	印度	《新加坡国际仲裁中心仲裁规则》 双方确认并同意 i. 因本协议引起的或与本协议有关的任何争议 (包括有关本协议的存在、有效性或终止的任何问题), 均应提交新加坡国际仲裁中心根据当时有效的规则进行仲裁, 并最终在新加坡进行仲裁, 该规则被视为通过引用纳入本条款。仲裁庭应由三名仲裁员组成, 其中一名由卖方指定, 一名由买方指定, 一名由新加坡国际仲裁中心主席指定。仲裁语言为英语。 ii. 此外, 如果争议涉及卖方向买方开具的任何发票项下的到期、欠款或未付金额, (如卖方如此选择) 则应根据 2010《新加坡国际仲裁中心仲裁规则》第 5 条规定的快速程序裁定此类争议。 iii. 1996 年《印度仲裁与调解法》第一部分 (第 9 节除外) 的规定不适用于仲裁程序。在仲裁之前或仲裁过程中, 双方有权向有管辖权的法院寻求临时救济。
印度尼西亚	FCA	印度尼西亚共和国	《新加坡国际仲裁中心仲裁规则》 双方承认并同意(a) 根据本条款和条件产生的、由本条款和条件引起的或与本条款和条件有关的任何争议 (包括有关本条款和条件的存在、有效性、终止或任何违法行为的任何问题), 应提交新加坡国际仲裁中心根据其当时有效的仲裁规则进行仲裁并最终解决, 该规则被视为通过引用纳入本条款。仲裁庭应由三名仲裁员组成, 其中一名由客户指定, 一名由公司指定, 一名由新加坡国际仲裁中心主席指定。仲裁语言为英语; (b) 此外, 如果争议涉及公司向客户开具的任何发票项下的到期、欠款或未付金额, (如公司如此选择) 则应根据 2010 年《新加坡国际仲裁中心仲裁规则》第 5 条规定的快速程序裁决该争议; (c) 在仲裁庭作出裁决之前, 任何一方均无权就任何争议向法院提起任何诉讼, 且作出裁决之后也只能为执行该仲裁裁决而在法院提起诉讼; (d) 除非《新加坡国际仲裁中心仲裁规则》中另有规定, 否则仲裁庭对任何事项做出的任何裁决均为最终的, 具有约束力且无可争议的裁决, 并可作为在印度尼西亚或其他地方强制执行的依据; (e) 各方特此放弃对裁决书或其中所载仲裁员的任何决定提出上诉或寻求救济的任何权利, 并同意根据印度尼西亚共和国 1999 年第 30 号法律第 60 条 ( “仲裁法” ) 的规定, 不对裁决书或其中所载仲裁员的任何决定提出上诉或寻求救济; (f) 双方均放弃仲裁法第 48 条的适用性, 并同意无需在特定时间内完成仲裁程序。
爱尔兰	EXW 或 FCA	爱尔兰	爱尔兰法院



如果卖方位于以下国家:	目前关于交付的国际贸易术语	适用法律	专属管辖权属于
以色列	EXW	捷克共和国	奥洛穆茨地区法院
意大利	FCA	意大利	米兰法院
日本	FCA	日本	东京地方法院
哈萨克斯坦	FCA	哈萨克斯坦	哈萨克斯坦法院 (阿拉木图)
马来西亚	FCA	新加坡	新加坡法院
墨西哥	FCA	墨西哥	墨西哥墨西哥城法院(Ciudad de México, D.F.)
荷兰	FCA	荷兰	该管辖区内的法院管辖
新西兰	FCA	新西兰	新西兰法院
挪威	EXW	瑞典	斯德哥尔摩地区内瑞典法院管辖
秘鲁	FCA	秘鲁	秘鲁利马市法院
波兰	FCA	波兰	波兰法院 (华沙)
沙特阿拉伯	FCA	沙特阿拉伯	利雅得法院
新加坡	FCA	新加坡	新加坡法院
斯洛伐克	FCA	斯洛伐克	斯洛伐克法院 (布拉迪斯拉发)
南非	FCA	南非共和国	南非高等法院
韩国	FCA	韩国	韩国法院
西班牙	FCA	西班牙	马德里法院
瑞典	EXW	瑞典	斯德哥尔摩地区内瑞典法院的管辖权
中国台湾	FCA	中国台湾	中华民国 (台湾) 法院
泰国	FCA	泰国	《新加坡国际仲裁中心仲裁规则》 双方承认并同意 a) 因本协议引起的或与本协议有关的任何争议 (包括有关本协议的存在、有效性或终止的任何问题), 均应提交新加坡国际仲裁中心根据当时有效的规则, 并最终在新加坡进行仲裁, 该规则被视为通过引用纳入本条款。仲裁庭应由三名仲裁员组成, 其中一名由卖方指定, 一名由买方指定, 一名由新加坡国际仲裁中心主席指定。仲裁语言为英语。 b) 此外, 如果争议涉及卖方向买方向开具的任何发票项下的到期、欠款或未付金额, (如卖方如此选择) 则应根据 2010《新加坡国际仲裁中心仲裁规则》第 5 条规定的快速程序裁定此类争议。
土耳其	FCA	土耳其	伊斯坦布尔法院
阿联酋	FCA	迪拜国际金融中心 (DIFC)	迪拜国际金融中心法院
英国	EXW	英国	英国法院
美国/波多黎各	/FCA	特拉华州法律	特拉华州法院
委内瑞拉	FCA	委内瑞拉	如果买方的住所地在委内瑞拉, 则由本协议引起的或与本协议有关的任何争议、索赔、纠纷和/或分歧, 应根据争议发生当日有效的《商业调解和仲裁中心 (“CEDCA”) 仲裁规则》中规定的仲裁程序、条款和其他规则, 通过机构仲裁最终解决。仲裁应由 CEDCA 仲裁员名单上的三 (3) 名仲裁员进行, 其中两 (2) 名仲裁员应由双方分别指定。第三名仲裁员为仲裁庭庭长, 可由双方协议指定, 如无协议, 则由 CEDCA 执行委员会根据 CEDCA 仲裁规则规定的方式和条件指定。仲裁员应为法律仲裁员, 并应始终考虑到本协议的条款以及委内瑞拉共和国的商业规则、惯例和做法。双方不得对仲裁裁决提出上诉, 除《商事仲裁法》第 43 条规定的无效上诉外, 不接受对仲裁裁决提出的任何其他上诉或补救措施。仲裁应在 CEDCA 仲裁中心进行, 仲裁使用的语言为西班牙语。根据本仲裁协议, 双方放弃向任何当地或外国普通法官提出申诉; 因此, 本条款规定对仲裁的服从必须被解释为排他性的, 并因而排除了普通管辖权。如果买方的住所地在委内瑞拉以外的国家, 则应根据《国际商会仲裁规则》, 由按照上述规则指定的三名仲裁员组成的仲裁庭最终解决因本协议引起的或与本协议有关的所有争议。仲裁应在迈阿密进行, 并应使用英语。