

## JOHN CRANE SALES TERMS AND CONDITIONS (CHINA)

JOHN CRANE TECHNOLOGY (TIANJIN) CO. LTD ("SELLER") WILL ACCEPT BUYER'S ORDER REFERRED TO ON THE ACCOMPANYING QUOTATION ON CONDITION THAT BUYER ASSENTS TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON ANY ACCOMPANYING DOCUMENT(S) AND WAIVES ANY DIFFERING TERMS OR CONDITIONS. SUCH ASSENT AND WAIVER IS EVIDENCED EITHER BY BUYER'S PURCHASE ORDER (ANY CONTRARY TERMS OR CONDITIONS OF WHICH SHALL BE DISREGARDED) OR BY ACCEPTING DELIVERY OF THE FIRST SHIPMENT HEREUNDER.

在买方同意下文以及任何随附文件中所载明之条款与条件并放弃任何与之不同的条款或条件的前提下，约翰克兰科技（天津）有限公司（“卖方”）将会接受随附报价单中所述的买方订单。买方购买订单（其中的任何相反条款或条件均不予考虑）或接受本条款与条款项下发运的第一批货物均是对前述同意和弃权的证明。

1. **Payment and Shipping Terms.** Terms are net 30 days, FCA Seller's Facility, unless expressly provided to the contrary on the accompanying quotation. Any amount not timely paid shall bear a late charge of one and one-half percent (1.5%) for each month or fraction of a month computed on the outstanding balance until paid in full; provided, however, that such late charges shall not exceed the maximum amount allowed by law.

1. **支付和发运条款。** 支付条款为 30 天付款期限、卖方场所货交承运人（FCA Seller's Facility），除非随附报价单中另有明确规定。未按时支付的任何款项均应每月（不足一月按比例计算）按未付款项的百分之一点五（1.5%）缴纳滞纳金，直至未付款项足额付清；但是，滞纳金不得超过法律允许的最高上限。

2. **Titles and Risk of Loss.** Title to products shall pass only upon payment of the full purchase price. Notwithstanding the foregoing, all risk of loss shall be borne by Buyer from the time of delivery of the products by Seller to a public carrier or other manner of transportation.

2. **所有权和损失风险。** 产品所有权仅在购买价款足额支付之后才会转移。尽管有前述规定，自卖方向公共承运人交付或通过其他运输方式交付产品之时起所有的损失风险均将由买方承担。

3. **Tooling.** Charges for tools, dies and other equipment cover only a portion of their cost and ownership and sole right to possession and use thereof shall not pass to Buyer but shall remain in Seller.

3. **工装。** 就工具、模具及其他设备收取的费用仅涵盖其成本的一部分，对该等工具、模具及其他设备的所有权和独家占有权均不转移给买方，而继续由卖方享有。

4. **Cancellation.** Seller at its option and in addition to its other remedies may without liability cancel this order or refuse shipment, if (a) Buyer is in default in any payments or other performance due Seller under this or any other agreement (b) Buyer becomes insolvent or a petition in bankruptcy is filed with respect to Buyer (or similar event) or (c) causes beyond Seller's control make it impossible to assure its timely performance. Buyer may cancel the remaining unfilled portion of its 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 Buyer's order and the cost of all work-in-progress. Cancellation charges shall not exceed the purchase price of the canceled portion of the order. In this regard, the Cancellation charges are stated as follows: if the Buyer cancels within 2 weeks after the Seller receives the advance payment, the Buyer shall pay 10% of the price of the Contract or Order to the Seller as Cancellation charges; if the Buyer cancels at a time not exceeding half of the period from order placement to delivery date, the Buyer shall pay 50% of the price of the Contract or Order to the Seller as Cancellation charges; if the Buyer cancels at a time exceeding half of the period from order placement to delivery date, the Buyer shall pay 100% of the price of the Contract or Order to the Seller as Cancellation charges.

4. **撤销。** 除卖方所享有的其他救济外，如发生下列情形卖方可自行选择撤销订单或拒绝发运，而无须承担任何责任：(a) 买方未履行本条款与条件或任何其他协议项下应对卖方履行的任何付款义务或其他义务；(b) 买方资不抵债或者被提起破产申请（或发生类似事件）；或 (c) 发生卖方不能控制的情况，从而无法确保卖方及时履行义务。在卖方书面同意并且撤销之时卖方已经基本履行的那部分订单的全部价款以及合理的撤销费用均已支付的前提下，买方才可撤销其订单中尚未得到履行的那部分内容。撤销费用不得超过被撤销那部分订单的购买价款。该等撤销费用，具体如下：如撤销是在卖方收到预付款之后 2 个星期之内，则买方应支付给卖方合同或订单金额 10% 的撤销费；若撤销是在尚未超过合同订货到交货期的一半时间，则买方应支付给卖方合同或订单金额 50% 的撤销费；若撤销已超过合同或订单订货到交货期的一半时间，则买方应支付给卖方合同或订单金额 100% 的撤销费。

5. **Price.** Seller reserves the right to correct quantities or prices due to typographical, clerical, or mathematical errors. The price stated in Seller's quotation or acknowledgment is based upon Seller's current costs. If costs increase during the life of this order, Buyer will be notified of any adjustment of the price; provided, however, that no price adjustment will be made without Buyer's agreement on orders for delivery within 30 days of the date of a price quotation. Buyer shall reimburse Seller for any excise, sales, use or other taxes incident to this transaction for which Seller may be liable or which Seller is required by law to collect.

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5. **价格。**卖方保留在存在印刷、文书或计算错误的情况下对数量或价格予以纠正的权利。卖方报价单或确认书中所述价款是基于卖方当前成本得出的。如果在订单有效期内成本上涨，卖方会将任何价格调整通知买方；但是，对将在报价日期后30天内交付的订单作出的价格调整，须经得买方同意。对于由卖方负责缴纳的或者法律要求卖方收取的、与本项交易有关的任何国内消费税、销售税、使用税或其他税款，买方应对卖方予以偿付。

6. **Delivery and Force Majeure.** Delivery dates are estimates only. The limitation period on raising objections is 7 days after the goods arrive at the designated place, starting from the date when the Buyer signs to acknowledge the receipt of goods. Once overdue, the quality of Seller's goods shall be deemed as qualified and the Buyer shall not raise any objections or claims against the Seller. **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 CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF BUYER, WAR OR CIVIL UNREST, PRIORITIES, FIRES, STRIKES, NATURAL DISASTERS, DELAYS IN TRANSPORTATION, OR INABILITY TO OBTAIN NECESSARY LABOR OR RAW MATERIALS. SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY COSTS, INCLUDING BUT NOT LIMITED TO DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF FAILURE OR DELAY IN DELIVERY REGARDLESS OF THE CAUSE.**

6. **交付和不可抗力。**交付日期仅为估计日期。货物到达目的地后，产品质量的异议期限7天，自买方签收货物之日起计算。逾期，视为卖方的货物没有质量问题，买方并不会就此向卖方提出任何异议或主张。对于超出卖方控制范围的原因（包括但不限于于天灾、买方行为、战争或国内骚乱、优先事项、火灾、罢工、自然灾害、运输延迟或者不能取得必要的劳动力或原材料）所造成的任何全部或部分不能交付或者任何交付或生产延迟，卖方概不承担责任。在任何情形下，对于不能交付或延迟交付（无论是由何种原因造成）所导致的任何费用（包括但不限于直接、特殊、间接或后果性的损害赔偿），卖方概不承担责任。

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

7. **履行保证。**如果买方在任何时候延迟付款，或者据卖方判断买方的信用受损或无法令人满意，则除卖方所享有的其他救济外，卖方可撤销给予买方的信用、暂停进一步履行合同义务并要求买方就付款义务提供令其满意的现金、担保或适当保证。

8. **Limited Warranty.** Seller warrants for a period of one year following the products arrived at the destination (or for Type 28 Gas Seals 12 months from installation or 18 months following the products arrived at the destination, whichever occurs first) that its products are free from defects in material or workmanship furnished by Seller. Seller will repair or at its option replace free of charge any product found by it within such warranty period to be defective in breach of said warranty upon return thereof transportation prepaid to the location specified by Seller. No returns will be accepted without prior written authorization by Seller. **THE FOREGOING IS SELLER'S SOLE WARRANTY AND BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED WHICH ARE HEREBY EXCLUDED. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR PROFITS OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, DAMAGES, OR FOR DEFECTS IN DESIGN OR ENGINEERING WHETHER PERFORMED BY IT OR BY OTHERS, OR FOR ANY AMOUNTS IN EXCESS OF SELLER'S NET PRICE OF THE PRODUCT IN QUESTION WHETHER SUCH AMOUNTS ARE CLAIMED TO RESULT FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.** Where Seller is probable liable for compensation hereunder this Terms and Conditions, Buyer shall not directly deduct the liquidated damages, compensation or other amount from the outstanding payment without the written confirmation of Seller.

8. **有限保证。**卖方保证，其产品在其产品运抵目的地后的一年期间（或者，就28型气体密封而言，为安装后12个月期间或产品运抵目的地后18个月期间（以较早发生者为准））内不会出现卖方提供的材料或工艺存在缺陷的情形。在任何产品以运费预付的方式返还至卖方指定地点后，如卖方发现该等产品在上述保证期内存在违反上述保证的缺陷，卖方将免费修理或（自行选择）更换该等产品。卖方不接受未经其事先书面授权的任何产品返还。前述内容是卖方提供的唯一保证，也是买方享有的排他性救济，取代一切其他明示或默示的保证、陈述或担保（特此排除此类保证、陈述或担保）。在不限制前述规定且在适用法律允许的最大范围内，在任何情形下，对于使用或利润损失、任何类型的特殊、间接、后果性、惩罚性或其他损害赔偿、损害赔偿、设计或工程（无论是由卖方还是其他人进行的）中的缺陷、或者超出卖方为相关产品所设净价的任何金额（不论该等金额是基于违反合同或保证、疏忽、严格责任还是其他理由而主张的），卖方概不承担责任。卖方依约定可能需负赔偿责任时，未经卖方书面确认同意，买方不可从未付货款中直接扣除违约金、赔偿金或其他款项。

9. **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.

9. **生产、性能估计。**买方提供的任何生产或性能标准可能有赖于多个可变因素，因此不对结果或估计作任何保证。

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10. **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 preventive maintenance, of its products (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 products. Buyer will comply with all applicable laws. Buyer will indemnify and hold Seller harmless for Buyer's breach of these terms and conditions.

10. **遵守法律和警告。**在卖方提供与其产品的安装、使用或维护（包括预防性维护）相关的健康或安全信息、警告声明和/或指示的情况下（卖方并无义务这样做），买方同意遵守所有该等信息、警告和指示。买方进一步同意会将所有该等信息、警告和指示传达给其雇员、代理人 and 分包商以及该等产品后来的买家和用户。买方将会遵守一切适用法律。买方将就其违反本条款和条件的情形对卖方作出赔偿，并使卖方免受损害。

11. **Repairs: Job Lapping. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR SPOILAGE OR DAMAGE TO ANY PRODUCTS, PARTS OR STOCK FURNISHED FOR LAPPING OR REPAIR. IN ADDITION TO THE SPECIFIC EXCLUSIONS IN PARAGRAPH 8 ABOVE, SELLER'S LIABILITY 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 PARTS, PRODUCTS OR STOCK.**

11. **修理：研磨/抛光作业：在适用法律允许的最大范围内，卖方对为进行研磨/抛光或修理而提供的任何产品、零部件或存货所遭受的毁坏或损坏概不承担责任。除上文第8条明确规定的除外情形外，卖方仅对其存在疏忽的情形承担责任，并且其承担责任的唯一方式是不就其为遭受毁坏或损坏的零部件、产品或存货所进行的研磨/抛光或修理收取费用。**

12. **Confidentiality.** All technical and commercial information and ideas which Seller has supplied or shall supply Buyer, 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 Seller's products. Buyer shall not without Seller's prior written consent, disclose or make available such confidential information to any other person or use such confidential information except for such limited purpose. All confidential information shall be returned to Seller on demand, and, in any event, when no longer needed by Buyer in connection with Seller's products. 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.

12. **保密。** 卖方已经或将会提供给买方的一切技术和商业信息及创意（“**保密信息**”，但不包括在自卖方处取得该等信息之前已存在于共有领域的或者已由买方以有形形式正当占有的信息）均归卖方专有，并且仅为协助买方评估或使用卖方产品之有限目的且在保密的前提下披露给买方。未经卖方事先书面同意，除出于上述有限目的外，买方不得向任何其他人士披露或提供该等保密信息或使用该等保密信息。所有保密信息一经要求均应立即返还给卖方，并且，在任何情况下，如买方在涉及卖方产品方面不再需要该等保密信息时，即应返还给卖方。除卖方所享有的其他救济外，买方同意其因擅自使用保密信息而取得的任何利益或财产均属于卖方独家拥有的财产。

13. **Shortages.** Claims for shortages must be made within five days after receipt of goods. All other claims must be made within 30 days of shipping date (except for warranty claims, which are governed by Paragraph 8 above).

13. **数量不足。**关于数量不足的索赔必须在收到货物后的五天内提出。其他所有索赔必须在发运日期后30天内提出（但涉及保证的索赔除外，该等索赔受上文第8条规定管辖）。

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

14. **专利。**对于因全部或部分按买方的设计或规格制造的产品所涉及的相关专利、设计、商业秘密、著作权或商号而发生的一切索赔（包括任何费用、开支、损失、律师费、和解费用或损害赔偿），买方将对卖方进行保护和赔偿。

15. **Government Contracts.** If the items purchased hereunder are to be used in fulfilling a contract with any national government, Seller will comply with all mandatory provisions required by such government applicable to Seller, provided that Buyer gives Seller written notice of such provisions in sufficient time to permit compliance.

15. **政府合同。**如果本条款与条件项下购买的物品将被用于履行与任何国家政府之间的合同，卖方将遵守该政府要求适用于卖方的一切强制性条款，但是买方应提前足够的时间将该等条款书面告知卖方以便卖方予以遵守。

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16. **Amendments and Survival.** No addition to, modification or revision of the terms and conditions contained herein shall be valid unless in writing, and signed by duly authorized representative of Seller. Sections 3, 4, 6, 8, 10, 11, 12, 14, 16, 17, 18, 19, 20 and 21 shall survive the expiration or termination of these terms and conditions.

16. **修订和继续有效。** 对本文中所载条款与条件的任何增补、修改或修订均须以书面形式作出并由卖方正式授权代表签署后方告生效。第3、4、6、8、10、11、12、14、16、17、18、19、20和21条在本条款与条件期满或终止后仍继续有效。

17. **Governing Law and Severability.** This agreement is subject to the laws of the People's Republic of China ("PRC") and the parties hereby submit to the jurisdiction of the Courts situated in such jurisdiction. If any term or condition hereof is found to be illegal or unenforceable, the balance hereof shall remain in full force and effect. Both Seller and Buyer acknowledge and agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this order.

17.1 Any dispute, controversy or claim arising out of or in connection with this agreement ("**Dispute**"), including any Dispute regarding the existence, validity, effectiveness, interpretation, performance, breach or termination of any provision of this agreement, shall be submitted to China International Economic and Trade Arbitration Commission ("**CIETAC**") for final resolution by arbitration under the CIETAC Arbitration Rules ("**CIETAC Rules**") in force as at the date of this agreement and as modified by the following provisions of this Clause 17:

- (a) The seat or place of arbitration shall be Shanghai, the PRC.
- (b) The arbitral tribunal shall consist of three arbitrators who shall be appointed as follows:
  - (i) Each of Seller and Buyer shall appoint one arbitrator.
  - (ii) The Chairman of CIETAC shall appoint a person to be the third arbitrator, who shall act as the presiding arbitrator of the arbitral tribunal.
- (c) The arbitration proceedings shall be conducted and recorded in [Chinese] provided that any party may submit witness or documentary evidence in the [English] language and, if so, shall furnish an [Chinese] interpretation or translation of such evidence at the same time when it is submitted. The costs and expenses of the interpretation and/or translation shall be borne by the party providing it in the first instance, with the final liability for such costs and expenses to be borne by such party or parties in accordance with sub-clause (h) below.
- (d) The parties to the Dispute under arbitration shall, to the extent reasonably practicable, aim for the arbitration proceedings to be completed within [six] months from the date of submission.
- (e) Despite the arbitration, to the extent applicable and permissible, any party shall be entitled to seek interim measures or other interlocutory relief, including injunctive relief, from a court of competent jurisdiction or a competent governmental authority, and this shall not be considered to be or construed as incompatible with, or a waiver of, the agreement to arbitrate as set out in this Clause 17.
- (f) Any award of the arbitral tribunal shall be final and binding on the parties. The parties agree to be bound by any award and to act accordingly without delay. The arbitral award may be enforced in any court of competent jurisdiction.
- (g) When a Dispute occurs and is subject to arbitration under this Clause 17, except for the matters subject to such Dispute, all parties shall continue to exercise, perform and fulfil their respective rights, duties and obligations, as the case may be, under and in accordance with the provisions of this agreement.
- (h) The costs of the arbitration (including, but not limited to, arbitration fees, costs of the arbitrators, costs associated with the provision of translation and/or transcript of the arbitration proceedings, legal fees and disbursements) shall be borne by the losing party, unless otherwise decided in the arbitral award.

17. **管辖法律和可分割性。** 本协议受中华人民共和国 ("**中国**") 法律管辖, 并且双方特此接受该管辖区域内法院的管辖。本条款与条件中的任何条款或条件被判不合法或不可强制执行时, 其余部分的条款与条件应继续充分有效。卖方和买方确认并同意联合国国际货物买卖合同公约不适用于本订单。

17.1 因本协议而发生的或与本协议有关的任何争议、分歧或索赔 ("**争议**", 包括有关本协议任何条款的存在、有效性、效力、解释、履行、违反或终止的任何争议) 均应提交中国国际经济贸易仲裁委员会 ("**贸仲委**") 按于本协议日期有效的并经本第17条下列条款修订的贸仲委仲裁规则 ("**贸仲委规则**") 通过仲裁方式作出终局解决:

- (a) 仲裁地应为中国上海。
- (b) 仲裁庭由按下列规定指定的三名仲裁员组成:
  - (i) 卖方和买方各指定一名仲裁员。
  - (ii) 贸仲委主任应指定一人作为第三名仲裁员, 并由该人担任仲裁庭首席仲裁员。
- (c) 仲裁程序应以[中文]进行并记录, 但任何一方均可提交[英文]的证人证言或书面证据, 并于提交的同时提供该等证据的[中文]释义或翻译。释义和/或翻译的费用和开支首先由提供方承担, 而支付该等费用和开支的最终责任应按下文(h)款规定由某一方或双方承担。
- (d) 仲裁项下的争议当事方在合理可行的范围内应力争在提交仲裁之日后的[六]个月内完成仲裁程序。
- (e) 尽管发生了仲裁, 在适用及允许的范围内, 任何一方均有权向有管辖权的法院或主管的政府部门寻求临时措施或其他临时救济(包括禁制令救济), 而这不得视为或解释为与本第17条中载明的仲裁约定不相符或是对该约定的放弃。

## JOHN CRANE SALES TERMS AND CONDITIONS (CHINA)

(f) 仲裁庭的任何裁决均是终局的，对双方均有约束力。双方同意受任何裁决约束并毫不延迟按裁决规定行事。仲裁裁决可在任何有管辖权的法院强制执行。

(g) 争议发生并按本第17条进行仲裁时，除争议所涉事项外，双方应继续按本协议条款行使、履行和实施其各自在本协议项下的权利、职责与义务。

(h) 仲裁费用（包括但不限于仲裁费、仲裁员费用、与提供翻译和/或仲裁程序记录相关的费用、法律费用和偿付款项）应由败诉方承担，除非仲裁裁决另有裁定。

18. **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 Corporate Responsibility and Business Ethics and mechanisms for reporting unethical or unlawful conduct. The Seller expects that the Buyer will also conduct its business ethically and lawfully. Smiths' Code of Business Ethics and Smiths' Supplier Code of Business Ethics establish minimum standards for ethical conduct. These Codes are available at <http://www.smiths.com/responsibility-code-of-business-ethics.aspx>. Smiths reserves the right to discontinue a business relationship with any supplier if any of its officers, directors or employees is found to have violated our Supplier Code of Business Ethics. Smiths reserves the right to conduct enquiries and investigations into the supplier's conduct to satisfy itself that these minimum standards are being met. 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 Corporate Responsibility and Business Ethics and mechanisms for making such reports are available on [www.smiths-group.com](http://www.smiths-group.com).

18. **行为守则。** 卖方致力于以符合道德与法律的方式经营其业务。为此，卖方通过其最终母公司Smiths Group plc(“Smiths集团”)维持公司责任和职业道德守则及有不符合道德或法律行为的报告机制。卖方希望买方也能以符合道德与法律的方式经营其业务。《Smiths商业道德准则》及《Smiths 供应商商业道德准则》界定了道德行为的最低标准。上述准则见 <http://www.smiths.com/responsibility-code-of-business-ethics.aspx>。Smiths集团保留在发现任何供应商/合作方或其管理人员及员工违反上述《准则》时中断与该供应商/合作方业务关系的权利。Smiths集团保留询问和调查供应商/合作方行为以确保符合道德行为最低标准的权利。如果买方有理由相信卖方或者卖方的任何雇员或代理人在本条款与条件项下或与之相关有任何不道德或不合法的行为，我们鼓励买方将该等行为报告给卖方或Smiths Group plc。Smiths Group plc的公司责任和职业道德守则及相关的报告机制请参见[www.smiths-group.com](http://www.smiths-group.com)。

19. **Export Regulations and Destination Control Statement.** If the commodities, technologies or software sold 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 Seller 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.

19. **出口条例和目的地管制声明。** 如果本条款与条件项下出售的商品、技术或软件是从卖方所在国家出口的，则仅可在遵守该管辖区域的法律法规的前提下出口，不得违反该等法律。买方不得违反对任何技术数据或商品加以管制的政府条例的规定出口该技术数据或商品，并同意就买方违反适用的进出口管制的任何出口或转口活动给卖方带来的任何索赔、损失、责任、开支或损害（包括留置或法律费用）为卖方进行辩护和赔偿并使其免受损害。

20. **Intellectual Property.** Notwithstanding delivery of and the passing of title in any product, nothing in these terms and conditions shall have the effect of granting or transferring to, or vesting in, Buyer any intellectual property rights in or to any products.

20. **知识产权。** 本条款与条件中的任何内容均不具有向买方授予或转让任何产品中的任何知识产权或使买方从该等知识产权中得权的效力，即使该等产品已交付且其所有权已转移。

21. **General.** Buyer may not assign or transfer all or part of its rights or obligations under this order without the prior written consent of Seller. These terms and conditions constitute the entire agreement and understanding between Buyer and Seller in connection with the subject matter of this order, and supersede all prior oral or written communications, representations or agreements in relations thereto.

21. **一般规定。** 未经卖方事先书面同意，买方不得转让或转移其在本订单项下的全部或部分权利或义务。本条款与条件构成买方和卖方之间有关本订单标的事项的全部协议和谅解，取代之前与该标的事项有关的所有口头或书面通讯、陈述或协议。

22. **Language.** These terms and conditions are set out in English and Chinese. In case of any discrepancy between the English and Chinese versions, the Chinese version shall prevail.

22. **语言。** 本条款与条件以中文和英文写就。如中英文版本有不一致之处，则以中文版本为准。