

**CONTRACT****合 同****Contract No. 合同编号:****Concluded at 签字地点:**

This Contract ("Contract") is entered into by and between the following Parties on [ ], 2020:  
 本合同（以下简称“本合同”或“合同”）由下列双方于2020年\_\_\_\_月\_\_\_\_日签署。

**Item 1 – Parties****第一条 双方****Seller 卖方:****Name:** Pall Asia International Ltd.**Address:** 21st Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong**Contact Person Name 联系人姓名:** Email 电子邮箱:**Tel 电话:** Fax 传真:**Seller's bank information 卖方银行信息:****Beneficiary:** Pall Asia International Limited**Bank:** Bank of America N.A.**EUR Bank account:** 70626018**IBAN:** GB24 BOFA 1650 5070 6260 18**SWIFT:** BOFAGB22**Bank Code:** 165050**HKD Bank account:** 71459015**SWIFT:** BOFAHKHX**Bank Code:** 055757**USD Bank account:** 71459023**SWIFT:** BOFAHKHX**Bank Code:** 055757**Buyer 买方:****Name:****Address:**

名称:

地址:

Contact Person Name 联系人姓名:

Email 电子邮箱:

Tel 电话:

Fax 传真:

**Buyer's bank information 买方银行信息:****Bank:****Bank address:****Swift code:****USD A/C No. :****EUR A/C No.**

**Item 2 – Commencement date****第二条 起始日**

Except as provided for herein, this Contract is becoming effective from the date when the legal representatives or the authorized representatives of both the Buyer and the Seller sign and seal this Contract. 除非本合同另有约定，本合同自买卖双方法定或授权代表签字，并加盖各自的公章之日起生效。

**Item 3 – Termination date****第三条 终止日**

Unless otherwise agreed by the Parties, this Contract shall be invalid automatically when both Parties perform all their rights and obligations under this Contract. 除非双方另有约定，本合同于双方履行完毕其在本合同项下的全部权利和义务时自动失效。

**Item 4 – Contract Price****第四条 合同价款****I. 价格术语 Incoterms (必选项。遵守 2010 年国际贸易术语解释通则, As per Incoterms 2010。)**

EXW(The seller's vendors' plant, 卖方供应商工厂)

FOB(port of shipment, 装运港)

CFR(port of destination, 目的港)

CIF(port of destination, 目的港)

CPT(place of destination, 目的地)

CIP(place of destination, 目的地)

OTHERS (其它) \_\_\_\_\_

**II. Contract currency (合同货币, 必选项)**

US\$ 美元

Euro 欧元

Others 其它货币: \_\_\_\_\_

**III. 合同价格 (Price)**

Item 序号	Commodity & Specification 商品名称及规格	Unit 单位	Qty 数量	Unit price 单价	Extension 小计
合计 (Sub-total)					

Total contract value (合同总价大写): \_\_\_\_\_.

#### IV. Carriage & Insurance (运输保险)

##### (a) Insurance (保险)

Under the price of EXW, FOB or CFR, CPT terms, insurance shall be covered by the Buyer. Under the price of CIF or CIP terms, to be covered by the Seller for 110 percent of the invoice value against All risks.

在 EXW, FOB 或 CFR, CPT 条件下, 由买方负责保险。在 CIF 或 CIP 条件下, 由卖方投保一切险, 保险金额为 110% 的发票金额。

##### (b) Carriage (运输)

###### 1. Means of transportation (运输方式, 必选项):

By sea (海运)       By air (空运)

Others (其它): \_\_\_\_\_.

###### 2. Port of shipment (装运港):

###### 3. Port of destination (目的港):

4. Partial shipment (分批装运):  允许 allowed       不允许 not allowed

5. Transshipment (转运):  允许 allowed       不允许 not allowed

6. The Seller shall not take responsibilities for any delay in shipment due to the Buyer's delay of opening L/C or making payment.

卖方将不负责由于买方不及时开出信用证或支付货款导致的装运延误。

#### Item 5: Scope of Works

##### 第五条 工作范围

<b>Scope of Works</b> 工作范围	<i>Insert [or you may refer to section numbers of another document]:</i> 插入[或者参见另一文件的有关条款] - general/detailed description of the scope of works Pall is to provide 对颇尔提供的工作范围地一般/详细描述 - if applicable, quantities to be produced/delivered 如适用, 将生产/交付的数量 - any options Buyer may have in terms of quantities to be produced/delivered 买方关于生产/交付的数量的选择
<b>Design Specifications &amp; Requirements</b> 设计规格和要求	<i>Insert [or you may refer to section numbers of another document]:</i> 插入[或者参见另一文件的有关条款] - design specifications/requirements/ratings/conditions for scope of works 设计 规格/要求/额定值/工作范围的条件 -systems the Pall System will have to interface/integrate with and the interface specifications/technicalities that the Pall System will need to meet 颇尔必须结合的界面和颇尔系统必须达到的界面规格/技术细节
<b>Buyer Obligations</b> 买方责任	<i>Insert [or you may refer to section numbers of another document]:</i> 插入[或者参见另一文件的有关条款] Any obligations that Buyer has to satisfy in order for Pall to be able to do its job,

	<p><i>for example:</i> 为颇尔可以从事其工作买方必须满足的义务, 例如:</p> <ul style="list-style-type: none"> <li>- give access to premises 进入场地</li> <li>- give access to other Systems 进入其它系统</li> <li>- give access to personnel 接触工作人员</li> </ul>
<b>Milestones</b> 里程碑	<p><i>Insert [or you may refer to section numbers of another document]::</i> 插入[或者参见另一文件的有关条款]</p> <ul style="list-style-type: none"> <li>- any milestones to be achieved 需要达到的任何里程碑</li> <li>- estimated dates for completion of milestones 完成里程碑的预期时间</li> <li>- mechanism to vary dates for completion of milestones 变更里程碑完成时间的机制</li> <li>- mechanism to cover any increased costs resulting from date variations 日期变更带来的费用增加的处理机制</li> </ul>
<b>Production Schedule/Delivery/Shipping Schedule</b> 生产进度表/交付/装运进度表	<p><b>The goods will be delivered within [ ] days from the date of the first installment of payment has been received by the Seller.</b> 货物应在卖方收到第一笔预付款后[ ]天内交付。</p>
<b>Initial inspection and Final Acceptance</b> 开箱检验及最终验收	<p><i>Insert [or you may refer to section numbers of another document]::</i> 插入[参见另一文件的有关条款]</p> <p><i>Any acceptance testing parameters including:</i> 任何检验参数包括:</p> <ul style="list-style-type: none"> <li>- when testing is to occur 检验时间</li> <li>- what criteria met at testing and tolerances that will be permitted 检验标准和允许的误差</li> <li>- consequences if fail acceptance testing 如果未通过接收检验的结果</li> <li>- consequences if pass acceptance testing 如果通过接收检验的结果</li> </ul> <p><i>The Buyer shall conduct the initial inspection on the delivered goods within 60 days upon delivery. The result of the inspection will not affect any installment of the payments from the Buyer to the Seller.</i> 客户应在收到货物后60日内开箱检验。开箱验收并不影响买方应支付的任何合同款项。</p> <p><i>Documents required for the Final Acceptance should include:</i> 最终验收所要求的文件应包括如下:</p>
<b>Supply/Installation Obligations</b>	<p><i>Insert [you may refer to section numbers of another document]::</i> 插入[参见另一文件的有关条款]</p>

<p>供应/安装义务</p>	<p>- whether Seller or Buyer is to do installation          卖方还是买方进行安装          - if Seller is doing installation, any special or particular installation obligations to be met          如果由卖方安装，其在安装时，应满足的任何特殊或者特定的安装义务</p>
<p>Payment 付款</p>	<p>1. Payment method (付款方式, 可多选)  <input type="checkbox"/> T/T 电汇            <input type="checkbox"/> L/C 信用证</p> <p>2. Payment schedule (付款时间表)</p> <p>(1) T/T (电汇)  <i>Referring to the Systems' Terms &amp; Conditions</i>          参照后附<b>销售条款与条件</b>中的规定。</p> <p>(2) L/C (信用证)          The Buyer shall, within ___days of contract effectiveness, open an irrevocable letter of credit at sight of [_____] pct of the total contract value in favor of the Seller presented against the documents selected as below.          合同签订后_____天，买方应开出以卖方为受益人的[_____] % 合同金额的即期不可撤销信用证，凭以下所选单据议付（选择单据）：</p> <p><input type="checkbox"/> Signed invoice in ___ originals and ___ copies indicating contract number and L/C No..          发票，___份正本 ___份副本，注明合同号、信用证号。</p> <p><input type="checkbox"/> Packing list in ___ originals and ___ copies.          装箱单，___份正本和___份副本。</p> <p><input type="checkbox"/> Certificate of quality and quantity in ___ originals issued by the manufacturers.          由制造商签发的产品质量数量证书，___份正本。</p> <p><input type="checkbox"/> In case of CIF or CIP, insurance certificate in ___ originals and ___ copies.          如果是 CIF 或 CIP 条款，提供保险证明，___份正本 ___份副本。</p> <p><input type="checkbox"/> Shipping documents (运输单据)</p> <p>(a) One copy of cargo receipt if priced on EXW or FCA          如果贸易术语为 EXW 或 FCA，则提供一份货物收据。</p> <p>(b) The following shipping documents should be provided in accordance with the related transportation method if priced on others than EXW or FCA:          如果贸易术语不是 EXW 或 FCA，则根据运输方式不同，提供以下运输单据：</p> <p>b1)-----In case of the shipment by sea, a full set of clean on board Bill of loading marked “ Freight prepaid” (If priced on CFR or CIF) or “Freight to collect” (If priced on FOB) blank endorsed, consigned to _____ and</p>

	<p>notifying _____ at the port of destination.          如果运输方式为海运，提供全套清洁已装船指示提单，空白背书，注明运费已付(CFR 或 CIF 条款)或运费到付 (FOB 条款)，并注明收货人为_____和目的港通知人为_____。</p> <p>b2)-----In case of the shipment by air, one original Airway bill marked “ Freight prepaid” (If priced on CIP) or “Freight to collect” (If priced on FCA), consigned to _____ and notifying _____ at the port of destination.          如果运输方式为空运，提供空运运单，一份正本，注明运费已付 (CIP 条款)或运费到付 (FCA 条款)，并注明收货人为_____和目的港通知人为_____。</p> <p>b3)-----In case of the shipment by other transportation methods, original of _____ shall be provided.          如果是其它运输方式，则提供__份正本的_____单据。</p> <p><input type="checkbox"/> Package Document (包装文件)</p> <p>(a) In case of packing material is of wood, one original of the seller’s statement that IPPC has been marked on the wooden package.          如果合同货物包装为木质包装，由卖方提供一份正本说明，说明 IPPC 标志已印在木质包装上。</p> <p>(b) In case of packing material is of other than wood, one original of certificate issued by the seller stating that no wooden material is used in the packing of this shipment.          如果合同货物包装为非木质包装，由卖方提供一份正本非木质包装证明。</p> <p><input type="checkbox"/> Others (indicate in detail if any 其它信用证单据，如有，详细列明)</p>
<p><b>Exclusions</b>          除外</p>	<p><i>Insert [you may refer to section numbers of another document]:</i>          插入[或者参见另一文件的有关内容]</p> <p><i>-list of items not included in Scope of Works or that Buyer has to procure separately</i>          未列入工作范围的内容或必须由买方单独采购的内容的清单</p>

**Item 6: Entire contract**  
**第六条 全部合同文件**

The entire contract also consists of :  
 本合同的全部合同文件还包括：

- (a) Pall Asia International Ltd--Terms and Conditions of Sale – Systems (F-C002B-10)  
Pall Asia International Ltd.系统销售条款和条件（文件编号 F-C002B-10）
- (b) Appendices（if any, 其它附件如有, 详细列明）

**Item 7, Language**

**第七条：语言**

This contract is made out in \_\_\_\_\_ originals, \_\_\_\_\_ copies to be held by the Seller and Buyer respectively.  
This contract is made out in both Chinese and English, each language being legally of the equal effect in both Chinese and English. In case of any discrepancy between the Chinese and English, Chinese takes priority.

本合同正本一式\_\_\_\_\_份，卖方，买方各执\_\_\_\_\_份。合同采用中英文书写，两种文字具有同等效力。  
如果两种文字有冲突，以中文为准。

**Buyer sealed**  
买方盖章

**Seller sealed**      **Pall Asia International Ltd.**  
卖方盖章

**Authorized  
representative**  
授权代表签字

**Authorized  
representative**  
授权代表签字

**Date**  
日期

**Date**  
日期



**Pall Asia International Ltd.**  
**Terms and Conditions of Sale –**  
**Covering Sales of Equipment, System and Made to Order Goods**  
**Pall Asia International Ltd.**  
**销售条款与条件 –**  
**包括设备销售、系统销售和定制货物销售**

**Document No.文件编号:F-C002B-10**

**1. Applicability, Entire Agreement:**

**适用范围及完整协议:**

- 1.1.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "Goods") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "Basic Purchase Order Terms"), and on no other terms.

本销售条款与条件（本“条款”）是卖方向买方销售买方订单中所列货物（“货物”）时唯一适用的条款。买方下达订单的行为，即是根据本条款之规定提出购买货物，其中包括（a）拟购买的货物清单；（b）所订购的每种货物数量，（c）所要求的交货日期；（d）拟购买的每种货物单价；（e）开票地址；和（f）交货地址（“订单基本条款”），此外无其他条款。

- 1.2.** The accompanying quotation, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "Sales Confirmation"), the Basic Purchase Order Terms and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

卖方交付给买方的随附报价、销售确认函、发票、订单确认或类似文件（“销售确认函”）以及订单基本条款和本条款（合称本“协议”）构成双方达成的完整协议，并取代在其之前或与其同时达成的所有其他书面或口头谅解、协议、协商、陈述和担保、通信。本条款的效力优先于买方的任何通用购买条款与条件，不论买方是否或何时提交其订单或条款。履行买方的订单并不构成接受买方的任何条款与条件，也不构成修改或修正本条款。

- 1.3.** Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

不论本条款中有何种相反规定，如果双方签订的书面合同对本条款项下的货物销售具有约束力，而该合同的条款与本条款不一致，则该合同的条款应具有优先效力。

**2. Buyer and Seller Responsibilities:**

**买方和卖方责任:**

- 2.1** Buyer shall be responsible for correctly specifying and advising Seller of its requirements for the Goods, including, where applicable, its design specifications and is responsible for any discrepancies, errors or omissions in drawings, documentation or other information supplied in writing by it, if any, or between such documents and the Scope of Works and any of the other documents forming part of this Agreement. Buyer agrees that the design specifications and requirements described in Buyer's documents delivered to Seller correctly represent Buyer's requirements for the Goods as advised to Seller, and acknowledges that Seller's supply of the Goods will be based on such design specification and requirements.

买方应负责向卖方详细说明和通知其对货物的要求，包括设计规格（如适用），并对其以书面形式提供的图纸或文件或其他资料（如有）中存在的、或前述文件与构成协议组成部分的工作范围及任何其他文件之间存在的任何偏差、错误或遗漏负责。买方同意，在其交付给卖方的文件中所述的设计规格和要求，准确地描述了买方就其通知给卖方的货物所做的要求，买方还承认，卖方将基于这些设计规格和要求来供应货物。



- 2.2 It is Buyer's sole responsibility to ensure that its premises are safe and suitable for the installation and operation of the Goods or performance of any associated services. When requested and appropriate, and at Buyer's cost, Seller shall, prior to delivery of any part of the Goods inspect the relevant premises to confirm that the premises are suitable for the installation and operation of any part of the Goods and, if Seller performs such inspection and determines that any aspect of any inspected premises is not suitable for the installation and operation of that part of the Goods, Seller shall provide Buyer with such information in writing and such assistance as may be necessary to enable Buyer at its own cost to prepare the premises so that they are suitable for the installation and operation of the Goods.  
 买方应全权负责确保其所在场所安全可靠，并适合于安装和操作**货物**或履行任何相关服务。如果买方提出适当要求，则在买方承担费用的前提下，卖方应在交付任何**货物**之前检查相关场所，以确认该场所是否适合于安装和操作任何**货物**。如果卖方经过检查后，确定受检场所的任何方面不适合于该**货物**，则其应书面通知买方，并在必要时提供协助，以便买方能够在自担费用的情况下将相关场所准备好，从而使该场所适合于安装和操作**货物**。
- 2.3 Buyer shall allow the authorised personnel of Seller access to its premises during normal working hours and upon prior agreement solely for the purpose of performing its obligations under this Agreement.  
 买方应准许卖方的授权人员为了履行本**协议**项下义务这一目的并在事先取得同意的情况下在正常工作时间进入买方场所。
- 2.4 If Seller is performing installation services and, in the reasonable opinion of Seller, it is necessary to remove or disconnect any existing equipment of Buyer in order to install or commission the Goods, Seller shall give Buyer reasonable prior notice of such requirements and Buyer shall provide Seller, at Buyer's cost, with such assistance as is reasonably necessary to facilitate such removal or disconnection.  
 如果卖方在履行安装服务的过程中，根据其合理判断，认为有必要移除或拆除买方的任何现有设备，以便安装和操作**货物**，则卖方应提前合理的时间向买方通知此类要求，买方应在自担费用的情况下向卖方提供合理必要的协助，为移除或拆除工作提供便利。
- 2.5 Standard terms of sale include two sets of operating instructions in Seller's standard electronic format. If additional or alternative formats are required, they are available at an additional charge. Upon receipt of a request for additional sets, a price quotation will be forwarded.  
 标准销售条款中包括以卖方的标准电子格式提供的两套操作说明。如果要求添加或更换格式，则应支付额外费用。卖方将会在收到增加套数的要求时提供报价。
3. **Delivery:**  
**交货：**
- 3.1 The Goods will be delivered by the date specified in the Agreement, or if no date is specified, within a reasonable time after receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use. In case Buyer fails to arrange any installments payments per specified schedule, Seller has right to prolong the delivery time accordingly  
**货物**将按照**协议**中规定的日期予以交付，如果**协议**中没有规定交货日期，则将在收到买方订单后的合理时间内交付，但前提是可有用的成品**货物**。交货和/或装运时间表是以卖方发出**销售确认函**或报价并收到所有规格要求（如适用）之时存在的条件为基础而预估的最可行时间表，此外，如果订购的是非标准货物，则该时间表应以卖方收到完整的设计与制造必需资料为前提条件。卖方无义务负责任何由于运输导致的延迟、损失或损害，也无义务负责由于运输延迟所导致的任何其他直接的、间接的或后果性的损害，包括但不限于用途丧失。如果买方未按约定时间付款则卖方有权顺延交货时间。
- 3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer as they become available, in advance of the quoted delivery date. If the Goods are to be delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.  
 卖方经单方决定，可在规定的交货日期之前将其已完成的部分**货物**交付给买方，但是，卖方无义务提前交货，也不得因此而被处罚。如果**货物**应分批交付，且每一批**货物**都受制于相同的**协议**，则该**协议**将被视为一份合同，且不可分割。
- 3.3 Seller shall deliver the Goods to Seller's factory or designated shipment point (the "Seller's Shipment Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Seller's Shipment Point.

卖方应采用其标准方法来包装和运输货物，并将货物交付至卖方工厂或指定的装运地点（“**卖方装运地点**”）。买方收到卖方关于货物已被交付至**卖方装运地点**的书面通知后，应在5天之内提货。买方应负责承担所有的装货费用，并负责在**卖方装运地点**提供为接收货物而合理必需的设备和劳动力。

- 3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

如果买方由于任何原因而未能在卖方关于货物已被交付至**卖方装运地点**的通知中规定的日期接收任何货物，或者由于买方没有提供相关指示、文件、许可或授权，而导致卖方未能在该日期将货物交付至**卖方装运地点**，则（i）货物的所有权和损失风险应转移给买方；（ii）货物应被视为已经交付给买方；和（iii）卖方可决定贮藏货物，直至买方提货为止，但买方应负责承担所有相关费用和支出（包括但不限于贮藏费和保险费）。

#### 4. Shipping Terms:

##### 运输条款:

- 4.1 Unless otherwise mutually agreed to in writing signed by both Seller and Buyer, delivery from Seller's Shipment Point shall be FCA (Seller's Shipment Point) INCOTERMS 2010.

除买方和卖方以书面形式做出不同规定以外，从**卖方装运地点**的交货条件应当是《2010年国际贸易术语解释通则》中规定的FCA交货条款（**卖方装运地点**）。

- 4.2 At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods or parts thereof to Buyer's site/facility. Buyer will pay or reimburse Seller for all freight charges, taxes, duties, entry fees, brokers fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

如果买方要求，则在买方承担相关风险和费用的前提下，卖方将安排将货物或其部分交付至买方所在地/工厂。买方将向卖方支付或偿付其引发的所有运费、税款、关税、入境费、经纪费、特殊费用、杂费以及所有其他附加费用和特殊包装费。

#### 5. Title and Risk of Loss:

##### 所有权和损失风险:

Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Delivery Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

所有权和损失风险将在下列发生时间较早的一项发生后转移给买方：（i）货物已被交付至交货地点，或（ii）根据上述第3.4条规定，货物被视为已经交付。作为对货物购买价款的抵押担保，买方在此向卖方授予对如下权益的留置权和担保权益，即，买方对其现有的或之后购买或获得的货物（不论位于何处）及其所有添加物和更换物或修改物以及前述各项的所有收益（包括保险收益）所享有的权利、所有权和利益。

#### 6. Inspection and Rejection of Nonconforming Goods

##### 验货和拒收不合格货物

- 6.1 Buyer shall inspect the Goods within 10 days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods. 买方应在收货后的10天之内检验货物（“**验货期**”）。，除非买方在**验货期**间向卖方送达不合格货物书面通知，并按卖方的要求提供书面证据或其他文件，否则视为买方已经接受货物。前述通知应明确指出所有不合格的货物，并说明被拒收货物的装运批次。之后，卖方应做出答复，说明其将如何处理该货物。

- 6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

如果买方及时向卖方通知任何不合格货物，则卖方经单方决定，应当（i）将不合格货物更换为合格货物，或（ii）抵免或退还不合格货物的价款以及买方因此而引发的任何合理运输费和搬运费。买方应将不合格货物运至卖方装运地点，并承担相关费用和损失风险。如果卖方决定更换不合格货物，则其应在收到买方退回的不合格货物之后，将更换的货物运至交货地点，相关费用和损失风险由买方承担。

- 6.3 Buyer acknowledges and agrees that the remedies set forth in clause 6.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under clause 6.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller**

买方承认并同意，第6.2条中规定的救济是买方就不合格货物所享有的唯一救济。除第6.2条中的规定以外，所有货物均是基于售出后不退不换这一原则而销售给买方的，因此，买方无权将其按照本协议所购买的货物退给卖方。

- 6.4 Factory Acceptance Testing (FAT)**

**工厂验收测试**

In the event that the customer fails to attend the FAT within 10 days from receiving the seller's FAT notification, the seller reserve the right to execute FAT without buyer's presence, and FAT acceptance is deemed to have achieved.

如果在收到卖方 FAT 通知后 10 日内买方不能到达卖方地点参加 FAT，卖方有权在买方不参与的情况下进行 FAT，并且视为 FAT 验收合格。

- 6.5 Final Acceptance**

**最终验收**

Final Acceptance is deemed to have occurred upon commissioning or 30 days upon delivery of Goods to Shipment Point, whichever occurs first. If for any reason the Delivery is delayed or suspended due to Buyer's convenience, Seller shall be entitled to immediately invoice Buyer as if Final Acceptance had been achieved and the Goods shall be deemed to have been delivered. Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of receiving the invoice.

货物调试时或交付至指定地点 30 天应视为最终验收合格，以发生时间较早的一项为准。如果由于买方原因导致发货延迟或暂停交货，卖方有权立即向买方开具发票，货物应被视为完成验收并已经交付。买方应在收到发票开具之日起 30 天内进行付款。

- 7. Services:**

**服务：**

Seller will provide such installation, oversight or commissioning services as are expressly described in the Sales Confirmation (collectively, the "Services"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

卖方将按照销售确认函中的明确规定，在正常营业时间之内提供安装、监督或试运行服务（合称“服务”），除非销售确认函中另有不同规定。买方申请或要求在正常营业时间之外提供的服务、或除了所提议或约定的服务以外的服务，将按照卖方届时适用的价格表收费，包括加班费用（如有），该费用将作为除销售确认函中所列费用之外的额外费用予以支付。

- 8. Purchase Price:**

**购买价格：**

The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "Purchase Price"). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. . Notwithstanding anything to the contrary set forth herein, in the event of any delay in the Seller's delivery schedules caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue a notice of commencement or similar document, then the price for the Goods shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of the such increased Purchase Price.

货物和/或相关服务价格应当是卖方提供的报价。卖方也可以随时征收燃料或能源附加费（除收取货物价格以外）（“购买价格”）。购买价格是基于本协议、销售确认函或相关合同文件中规定的项目时间表而确定的。不论本条款中有何种相反规定，如果由于买方或其代表人的原因（不可抗力事件或卖方原因除外）而导致卖方的交货有任何延迟，包括但不限于工程或项目暂停、交货日期延后、或未能及时发出开工通知或类似文件，则每延迟一个月或不足一个月的时间，货物价格应上调1%，此外，在解释本协议时，应视同增加后的购买价格是本条款中原始规定的价格，卖方也应按照增加后的购买价格向买方开票。

- 9. Taxes:**

**税款：**

All prices are exclusive of any applicable state sales, use, transaction, excise or other similar taxes, including without limitation a value added tax, goods and services tax or other similar tax. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any such taxes but fails to notify Seller of such exemption or fails to furnish its exemption number(and/or documents) to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

所有价格均不含有政府征收的销售税、使用税、交易税、消费税或其他类似税款，包括但不限于增值税、货物与服务税、或其他类似税款。所有这些税款均由买方承担，并由买方在收到卖方提交的发票之后予以支付。买方同意向主管税务机关申报和支付税款。如果买方可享受任何此类税款豁免，但未能向卖方通知此类豁免或未能及时向卖方提供其税款豁免编号（和/或文件），而导致卖方必须支付此类税款，则卖方支付的任何此类税款将由买方在收到卖方提交的发票之后予以偿付。

**10. Payment:****付款：**

**10.1** Unless otherwise agreed by the Seller in writing, all installments of the payments should be paid by T/T. The payments will be made per the following schedules (“**Payment Milestone**”).

- (a) 20% of the Purchase Price should be paid within 10 calendar days after the Contract has been signed and takes effective.
- (b) 20% of the Purchase Price should be paid within 10 calendar days on the confirmation of the designs related to the Goods (as described in the Technical Agreement) by the Buyer;
- (c) 30% of the Purchase Price should be paid within 10 calendar days upon the notice of the ready-for-shipment (“**Equipment ready-for-shipment**”) has been sent out to the Seller.
- (d) 20% of the Purchase Price should be paid within 60 calendar days after the prove of delivery of the Goods has been signed by the Buyer. Due to the Buyer's reason, the Good are not able to be shipped out or the prove of delivery cannot be signed; the delivery should be regarded as fulfilled by the Seller on the 60<sup>th</sup> days as mentioned herein, the Buyer shall proceed with the payment immediately. Any extra warehousing costs occurred thereunder should be borne by the Buyer.
- (e) Upon the Final Acceptance (as defined in Scope of Work) by the Buyer, the Buyer shall pay 10% of the Purchase Price, and the Seller shall issue a bank guarantee equivalent to 10% of the contract value to the Buyer. The bank guarantee will be in standard version of Seller's bank and with the validity period of one year from issue date. Due to the Buyer's reason, Final Acceptance is not been conducted, on the 90<sup>th</sup> days of the delivery, the Final Acceptance should be regarded as been concluded and the Buyer should pay 10 % of last installment payment to the Seller immediately. Under this situation, the Seller will issue the bank guarantee upon receipt of such 10% payment.

除非卖方另外书面同意，所有买方付款均应通过银行电汇支付。买方应按照下列约定付款（每期款项称之为“**分期款项**”）

- (a) 合同生效后**10**日内支付**购买价格**的**20%**；
- (b) 根据技术协议的约定，与货物相关的设计方案经买方确认后**10**日内买方支付**购买价格**的**20%**；
- (c) 在卖方发出关于货物已经备好待运的书面通知（“**设备完工待运通知**”）之日起**10**日内买方支付**购买价格**的**30%**。
- (d) 发货且交货凭证经买方签收后**60**日内，买方支付**购买价格**的**20%**。由于买方原因不能发货或者发货后不予签收交货凭证的，在交货通知发出后第**60**日视为货物已经交付，买方应立即履行支付义务。此后发生的仓储费用应由买方承担。
- (e) 在最终验收（见“**工作范围**”的具体要求）后，买方应支付尾款**10%**给卖方，同时卖方应提供合同金额**10%**的银行质量保函给买方，保函有效期**1**年，格式为卖方银行标准质量保函格式。由于买方原因不予开始货物最终验收的，在货物交货后第**90**天视为货物已经被验收并合格，买方应立即支付**10%**的尾款给卖方，卖方收到该付款后会开具上述质量保函。

**10.2** In the event that achievement of a particular Payment Milestone is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such Payment Milestone will be deemed to have occurred and Seller shall be entitled to invoice Buyer. This Agreement does not affect the application of other relevant terms on deferred payment in this Agreement. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Goods (or parts thereof) as the Buyer's property and shall store the Goods (or parts thereof) in a segregated area until actual delivery. The Buyer should bear all the storage costs if any.

如果由于买方原因而导致上述**10.1**条约定的任何一笔**分期款项**已到期但是买方未履行付款义务，卖方应有权向买方开具发票要求立即付款，同时停止履行本**协议**项下的任何义务直至买方付款时为止。本约定并不影响本**协议**其他有



关延迟付款条款下的适用。同时在这种情况下，买方必须以书面形式向卖方通知延迟原因以及预期的延迟持续时间。卖方将会把货物（或其部分）标注为买方的财产，并应单独贮藏，直至实际交货为止。因此而产生的仓储费用应由买方承担。

- 10.3** Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest permissible rate under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including without limitation, reasonable legal fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice from Seller. Additionally, Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

买方逾期付款时应支付相应利息，利率为月利率1.5%或适用法律准许的最高贷款利率，利息按日计算，且每月计复利。买方应赔偿卖方因收取任何逾期款项而引发的所有费用，包括但不限于合理的法律费。如果买方未能按照本条款的规定支付任何到期款项，且在收到卖方的书面通知后的5天之内仍未支付，则除了本条款或法律中规定的任何救济（卖方不会通过行使本条款中的任何权利来放弃这些救济）之外，卖方还应有权中止履行任何订单、或中止交付任何货物。此外，如果卖方认为，买方的财务状况或其他不安全情况使得卖方有正当理由要求以现金、担保物或卖方满意的其他适当保证物付款，则卖方可提出此类要求。

- 10.4** All sales are subject to the approval of Seller's credit department.

所有的销售均应取得卖方信贷部门的批准。

- 10.5** Buyer may not withhold or setoff (or try to setoff) any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

买方不得以抵消与卖方违约、破产或其他方面相关的任何索赔或争议为由，而从任何到期应付给卖方的任何款项中扣留或抵消（或试图抵消）其可能会索赔的任何款项。

- 10.6** Seller and Buyer both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, both Seller and Buyer have provided wire transfer instructions, at Sales Order or Contract, for remittance of any undisputed payments due under the Sales Order/Contract or any associated Statement of Work. In the event that there is a change in the wire transfer instructions, both Parties must agree to an updated wire transfer Appendix, in writing, using the Business Contact listed in the Sales Order or contract before any monies may be transmitted using the new wire instructions. Both Parties further agree that they shall not institute wire transfer instruction changes and require an immediate payment under the new instructions. The Parties shall provide for a ten (10) business day grace period to verify any wire transfer instruction changes before any outstanding payments would be due using the new instructions.

卖方与买方均承认存在电信诈骗的风险，欺诈者可能会冒充本协议的一方，向另一方发出立即付款的电汇指示。为了避免该种风险，卖方与买方在销售订单或合同上提供了各自的电汇信息。本销售订单或合同项下的或与本协议相关的到期款项均应当依照该等信息进行汇款。如果需要变更电汇信息，应当由本销售订单或合同中规定的双方的联系人就新的电汇信息达成书面一致。在此之后，方可按照新的电汇信息进行汇款。双方进一步同意任何一方均不可单方变更电汇信息或要求对方立即按照新的电汇信息付款。如果一方变更了电汇信息，另一方在按照新的电汇信息支付任何到期款项之前，有权要求十个工作日的付款宽限期，以核实该等电汇信息的变更。

**11. Limited Warranty:**

**有限保证：**

- 11.1** Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clauses 0 and 10.2 above (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications as have been provided by Buyer to Seller and accepted in writing by Seller and included in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "**Limited Warranty**"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for,

such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

货物质量保证。卖方向买方承担如下质量保证，在自货物交付（包括根据上述第3.4条和第10.2条被视为已交付）之日起的12个月期间（“质保期限”），在按照卖方规定的额定值、规范和设计条件进行正确安装、维护和操作的情况下，卖方所制造的货物将在实质上符合卖方提议书中规定的货物规格，或（如没有该提议书）符合买方在订购货物之时提供给卖方的、卖方以书面形式予以接受并添加在销售确认函中的规格，此外，在原料和工艺上也不会有任何严重瑕疵（“有限质量保证”）。买方应以书面形式及时向卖方通知在质保期限内提起的任何索赔，并允许卖方检验和测试被声称不符合有限质量保证的货物或服务。买方应向卖方提供一份该货物或服务原始发票的复印件，并预付将货物退回至卖方工厂或卖方指定的其他地点所需的所有运费。买方提起索赔时，必须附上详细资料，包括系统运行情况（如适用）。如果瑕疵的类型和性质在有限质量保证的范围之内，则卖方经单方决定，应（a）接受瑕疵货物退货，并更换货物；或（b）更换瑕疵货物的零部件；（c）修理瑕疵货物；或（d）接受瑕疵货物退货，并退回已付的瑕疵货物款项，或抵免瑕疵货物款项。如果卖方认定任何质量索赔事实上不在有限质量保证的范围之内，则买方应按照届时适用的收费标准，就其额外要求提供的任何服务或产品向卖方支付费用。

**11.2** Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this “**Limited Warranty for Services**”); this Limited Warranty for Services shall survive for 30 days following Seller’s completion of the Services (the “**Service Warranty Period**”). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller’s liability under any service warranty is limited (in Seller’s sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

服务的有限质量保证。卖方进一步承担质量保证如下，本条款项下的所有服务（如有）将由合格人员按照适用法律和行业标准的规定并以专业方式来履行（“服务有限质量保证”）；在卖方完成服务后的30天之内，本项服务有限质量保证应持续有效（“服务质保期限”）。如果买方根据本项服务有限质量保证提起质保索赔，则应在服务质保期限之内以书面形式及时向卖方通知索赔详细情况。卖方对任何服务质保的责任应仅限于（由卖方单方决定）重新提供在服务质保期限之内不符合本项服务有限质量保证的服务或抵免该服务中不合格部分的款项。如果卖方认定任何质保索赔事实上不在前述服务有限质量保证的范围之内，则买方应按照届时适用的收费标准，就卖方提供的所有服务向卖方支付费用。

**11.3** No Warranty as to Third Party Products. Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in clause 11.1. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE**. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer’s warranty statement.

对第三方产品不承担质保。第三方制造的产品（“第三方产品”）可能会组成、包含在货物内，或被添加、并入、附加在货物中，或与货物包装在一起。第三方产品不在第11.1条所规定的质保范围之内。为避免疑义，卖方对任何第三方产品均不作任何声明或质量保证，包括任何（a）适销性保证，（b）特定目的适合性质保，（c）所有权保证，或（d）防止第三方侵犯知识产权的保证，不论其是根据法律、交易习惯、履约习惯、贸易惯例或是根据其他惯例而形成的明示或暗示保证。任何第三方产品的质保（如有）仅通过第三方产品的制造商予以提供，不同制造商的质保条款各不相同，卖方无义务代表这些制造商履行责任。第三方产品的具体质保条款可以从其制造商的质保声明中获知。

**11.4** Other Limits. **EXCEPT FOR THE WARRANTIES SET OUT IN CLAUSES 11.1 AND 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE**. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

其他限制。除了第11.1条和第11.2条中规定的质保以外，卖方对货物和服务不作任何其他保证，包括但不限于（a）适销性保证，（b）特定目的适合性质保，（c）所有权保证，或（d）防止第三方侵犯知识产权的保证，不论其是根据法律、交易习惯、履约习惯、贸易惯例或是根据其他惯例而形成的明示或暗示保证。对于由于买方的不当使用或非正常使用、误用、滥用、不当安装（卖方的不当安装除外）、不当应用、不当操作、不当维护或修理、改造、意外事件或者在使用、贮藏、运输或搬运过程中的过失或任何其他过失而导致的损害或瑕疵，卖方不作任何担保，且不论在何种情况下，也无义务承担任何相关责任。对于由卖方以外的任何人在未经卖方书面授权的情况下修理或改造的任何货物，卖方无义务承担任何相关责任。

- 11.5** Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET OUT IN CLAUSES 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET OUT IN CLAUSES 11.1 AND 11.2.

排他性义务。本保证具有排他性。货物有限质保和服务有限质保是卖方针对瑕疵货物和服务而应承担的唯一的和排他性的义务。卖方无义务对货物、服务或其任何部分承担任何其他责任，不论这些责任是基于合同、侵权、严格责任还是基于任何其他根据而产生。第11.1条和第11.2条中规定的救济应是买方享有的唯一的和排他性的救济，也是卖方在违反第11.1条和第11.2条项下有限质保时应负的全部责任。

- 11.6** Buyer's Breach of Contract. In no event shall Buyer be entitled to claim under the above Limited Warranties and the Seller is entitled to suspend performing any clauses of this Agreement if Buyer is in breach of its obligations.

买方违约。如果买方违反本条款中规定的义务（包括但不限于付款义务），则不论在何种情况下，买方均无权根据上述有限质保而提起索赔。同时，买方违反本条款中的任何义务，卖方有权中止履行合同直至买方恢复履行其义务。

- 12.** **Limitation of Liability:**

责任限制：

- 12.1** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR RE-INSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

不论在何种情况下，卖方均无义务负责任何后果性的、间接的、偶发的、特殊的、惩戒性的或惩罚性的损害赔偿或者利润损失、收入损失或价值缩减，包括但不限于翻新费用和返工费用、拆除安装或重新安装费用，不论买方是否已事先披露或是否已预见此类损害的发生可能性，不论相关索赔所依据的是何种法律理论或衡平法理论（侵权、合同或其他），也不论发生地点在何处，亦不论是否是由于任何货物或服务的制造、包装、交付、贮藏、使用、误用或未使用或任何其他理由而引发或与之相关。

- 12.2** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

不论在何种情况下，由于本协议而引发或与之相关的卖方责任（不论是由于违反合同、侵权（包括过失）或其他行为而引发或与之相关的责任）总额，均不得超出买方就卖方根据本条款所售货物而支付的款项。

- 12.3** The limitation of liability set forth in clause 12.2 above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct, and (ii) death or bodily injury resulting from Seller's acts or omissions.

上述第12.2条中规定的责任限制不应适用于（i）由于卖方的重大过失或故意不当行为而导致的责任，和（ii）由于卖方的作为或不作为而导致的人员伤亡。

- 13.** **Cancellation:**

撤销：

Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges. Unless otherwise agreed to in writing by Seller, the termination charges shall be as follows:

**Termination Charge**

25% of the Purchase Price

**Milestone**

after Sales Confirmation but prior to release to purchase materials

70% of the Purchase Price

after release to purchase materials but prior to release for fabrication

85% of the Purchase Price

after release for fabrication but prior to Equipment Completion

95% of the Purchase Price

after Equipment Completion but prior to release for shipment

100% of the Purchase Price

after release for shipment

买方不得在收到**销售确认函**之后撤销本协议，除非所有的细节内容全部获得双方的书面批准，包括买方同意按照规定的金额支付协议终止费。除了双方另有书面约定以外，终止费应为如下所列：

**终止费**

购买价格的 25%

购买价格的 70%

购买价格的 85%

购买价格的 95%

购买价格的 100%

**进度**发出**销售确认函**之后、购买原料之前

购买原料之后、开始生产之前

开始生产之后、**设备完工**之前**设备完工**之后、装运之前

装运之后

**14. Termination:****终止：**

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

如果买方（a）未能如期支付本协议项下任何款项，且在收到关于未支付的书面通知后的十（10）天之内仍未支付，或（b）没有履行或遵守本条款的全部或部分内容，或（c）变得无力偿债，提出破产申请，或针对自己提起或已经提起了关于破产、破产管理、重组或为债权人利益而转让的法律程序，则除了本条款中规定的任何救济之外，卖方还可以在书面通知买方之后立即终止本协议。

**15. Changes and Related Costs:****变更以及相关费用：**

Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Pall, and Pall's written acknowledgment of the notice; and (ii) upon terms satisfactory to Pall. Buyer shall pay to Pall all fees, charges and/or costs that Pall assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

尽管有任何相反规定，本协议在以下情况下可以变更或终止/取消，并且预计的交付可以因此而延迟或变更：（a）买方事先书面通知卖方，且卖方书面对此通知进行确认；和（b）根据令卖方满意的条款。买方应向卖方支付卖方由于任何修改、终止/取消、延期和/或变更而产生的所有费用、金额和/或成本，包括但不限于所有终止/取消费用、重新进货费、仓储费、保险费、运费成本、非经常性工程或生产成本，以及在买方无故终止合同情况下所需的回收成本和合理利润。

**16. Intellectual Property Infringement:****知识产权侵权：**

Buyer has no authorisation to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent or trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a Goods or part thereof according to Buyer's specifications, or from Buyer's unauthorized use of Seller's Goods or part thereof or from any changes or alterations to Seller's Goods or part thereof made by persons other than Seller, or from the use of Goods in combination with products not furnished by Seller.

买方无权以卖方的名义就卖方按照本条款所售的任何货物做任何陈述、声明或保证。由于根据买方的规格准备或制造货物或其部分，或由于买方擅自使用卖方的货物或其部分，或由于除卖方以外的任何人修改或改造卖方的货物或其部分，或由于买方将非由卖方提供的产品与货物合并使用，而引发美国或相关外国专利或商标或其他知识产权侵权索赔或责任以及产品责任索赔或责任时，买方应赔偿卖方，并在自担费用的情况下为卖方辩护。

**17. Ownership of Materials:****资料所有权：**



- 17.1 All ideas, concepts, whether patentable or not, devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are (a) created, prepared, reduced to practice or disclosed by Seller; and/or (b) based on, derived from, or utilise the Confidential Information of Seller, and all related intellectual property rights, shall remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

所有 (a) 由卖方创造、编写、付诸实践或披露的, 和/或 (b) 基于卖方的机密信息而创建的、通过该机密信息而推导出的或利用该机密信息而获得的构想、概念 (不论是否可取得专利)、草案、设计 (包括图纸、计划和规范)、估算、价格、说明、电子数据和其他文件或信息, 以及与之相关的所有知识产权, 均应是卖方的财产。任何专利、商标、商号或商业秘密中的权利、所有权或利益, 或任何货物的任何模型、图纸或设计中的权利、所有权或利益, 或卖方的任何其他知识产权中的权利、所有权或利益, 均不得转移或转让给买方, 并应始终归属于卖方所有。尽管有前述规定, 卖方仍可向买方授予一项非独占的、不可转让的许可, 以便买方在必要时仅仅为使用其按照本条款从卖方购买的货物这一目的而使用任何此类信息。买方不得将任何此类信息披露给第三方, 除非事先取得卖方的书面同意。

- 17.2 As a condition to Seller's delivery to Buyer of the Goods and/or parts thereof, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods and/or parts thereof, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods and/or parts thereof, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods and/or parts thereof, (vi) assist or ask others to do any of the foregoing.

作为卖方向买方交付货物和/或其部分的一项条件, 买方不得直接或间接实施下列行为, 并要求其雇员、代理人 and 代表人不得实施下列行为: (i) 改动或修改货物和/或其部分, (ii) 拆卸、反编译货物和/或其部分, 或对其进行逆向工程或分析, (iii) 移除任何产品标识或所有权告示, (iv) 修改或创建衍生作品, (v) 采取任何不利于卖方对货物和/或其部分所享有之技术权利和知识产权的措施, (vi) 协助或要求他人实施前述任何一项。

## 18. Export:

### 出口:

As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods, by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other National, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorisations, licenses and permits (collectively "Authorisations") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if Buyer fails to complete the end-user's registration, application and approval procedure required by the Ministry of Commerce of the People's Republic of China ("MOFCOM") and/or such Authorisations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorisations.

作为卖方向买方交付货物的一项条件, 买方在出口或转售货物时, 应遵守《国际武器贸易条例》和《出口管理条例》中的所有规定、基于该条例而颁布的法规、对该条例所做的任何后续修正、以及任何其他国家 (包括但不限于欧洲) 政府制定的出口管制法律与法规, 包括出口许可法律与法规、向被禁运国家的出口限制、向特定人员和/或实体的销售限制。此外, 买方同意, 卖方装运和/或交付货物应以卖方取得所有必需的出口批准、许可和准许 (合称“批准”) 为前提条件。买方还同意, 如果由于买方原因没完成中国商务部要求的最终用户登记、申请及批准流程的, 和/或享有相关管辖权的监管或政府部门延期签发批准、对批准施加条件、拒绝或不予签发批准, 因而导致卖方未能或延期装运或交付货物, 则卖方应无义务对买方承担任何相关责任。

## 19. Confidentiality:

### 保密:

If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information of "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over the terms of this paragraph.

如果卖方向买方披露或准许买方使用具有机密性的任何研究、开发、技术、经济或其他商业“专有”信息（不论是否是书面信息），则买方在任何时候均不得为任何其他人或公司而使用任何此类信息，也不得向其披露任何此类信息，除非事先获得卖方的书面同意。如果买方和卖方另外签订有保密协议，则该协议项下条款与条件的效力应优先于本段规定。

**20. No Waiver:**

**不弃权:**

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set out in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not be construed as a waiver by Seller.

除非卖方以书面形式明确签署确认，否则卖方对本协议中任何条款的放弃均无效。卖方未能行使或延期行使本协议中的任何权利、救济权、权力或特权时，或未能坚持要求买方严格履行本条款时，不得被解释为卖方弃权。

**21. Force Majeure:**

**不可抗力**

Under no circumstances shall the Party have any liability for any breach (except for breach of payment obligations) caused by Force Majeure, including, without limitation, extreme weather or other act of God, strike, lock outs or other labor shortage or disturbance, lock downs, fire, accidents, terrorism or act of terrorism, war or war conditions or civil disturbance, delay of carriers or other industrial or transportation disturbance, failure of normal sources of supply, epidemics, pandemics, contagions, law, regulation or act of government or any other cause beyond such party's reasonable control. The Party encountering the event of Force Majeure shall promptly notify the other Party the relevant situation of that event and shall within 30 days provide detailed information of the event of Force Majeure and furnish valid documentary proof of the reasons why this Agreement cannot be performed or why the performance has to be delayed. On the condition that the purpose of this Agreement is impossible to be achieved or the continued performance is obviously unfair to one of the Parties due to Force Majeure, either party may terminate this Agreement in writing.

对于不可抗力造成的任何违约行为（违反付款义务除外），一方在任何情况下均不承担任何责任，包括但不限于极其恶劣的天气或天灾、罢工或其他劳工短缺或动乱、封锁、火灾、意外事故、恐怖主义或恐怖主义行为、战争或战争情况或内乱、承运商迟延或其他工业或运输动乱、正常供应源无法供货、流行病、瘟疫、传染病、法律法规要求或政府行为，或任何该方无法合理控制的其他原因。遇到不可抗力事件的一方应立即将发生该事件的相关情况通知另一方，在30天内提供不可抗力事件的详细信息并提供有效的书面证明说明无法履行本条款的原因或必须延迟履行的原因。如果由于不可抗力而导致合同目的不能实现或继续履行对一方当事人明显不公平，则任何一方均可书面终止本协议。

**22. No Third-Party Beneficiaries:**

**无第三方受益人:**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

本协议仅仅有利于签约双方以及各自的继承人和各自批准的受让人，本协议中的任何内容（不论明示或暗示内容）均无意也不得根据或依据本条款而向任何其他个人或实体授予任何法定的或衡平法上的权利、利益或救济。

**23. Relationship of the Parties:**

**双方关系:**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

双方关系是独立订约人之间的关系。本协议中的任何内容均不得被解释为在双方之间形成任何代理关系、合伙关系、合资关系或其他形式的合营关系、雇佣关系或信托关系，任何一方均无权以任何方式为另一方签订合同或约束另一方。

**24. Validity:**

**效力:**

If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or

unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

如果本协议、销售确认函或本条款中的任何条款被任何主管当局认定为全部或部分无效或不可执行，则该条款应无效，但仅在被认定为无效或不可执行的范围内无效，且不得使该条款的其余内容或其他条款无效，该条款的其余内容或其他条款的效力应不受影响。

**25. Governing Law:  
准据法**

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement of the transaction(s) contemplated by it, shall be governed by the laws of the People's Republic of China, without regard to conflict of laws principles therein. Any dispute arising out of this Agreement shall be settled by the China International Economic and Trade Arbitration Commission in Beijing. The arbitration award shall be final and binding on both parties.

本协议以及因本协议主题事项或其中规定的交易而产生的、或与之有任何关联的双方所有权利与义务，应接受中华人民共和国法律的管辖，但不考虑其法律原则冲突。因本协议而产生的任何争议，应交由位于北京的中国国际经济贸易仲裁委员会仲裁解决。仲裁裁决应为最终裁决，对双方均具有约束力。

**26. Survival:  
效力持续：**

All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

所有的付款、保密和赔偿义务、质保、责任限制、产品退还和原料所有权条款，以及对解释或执行本条款而言有必要持续生效的条文，应当在相关条款或适用的限制性法令中规定的期限内持续充分有效。

**27. Amendment and Modification:  
修正和修改：**

This Agreement may only be amended or modified in writing which specifically states that it amends this Agreement and is signed by an authorised representative with the company stamp of each party.

本协议只可以通过书面文件予以修正或修改，该书面文件应明确说明其修改了本协议，并经过双方签字盖章后生效。

**28. Language:  
语言：**

The Agreement is made out both in Chinese and in English, Chinese prevails in case of any discrepancy.

本协议采用中英文书写，如有冲突，以中文为准。