

颇尔过滤器（北京）有限公司标准条款
Pall Filter (Beijing) Co., Ltd Standard Terms and Conditions

(文件编号: F-C001A-2)

1. 适用范围 Application scope

本标准条款适用于由颇尔过滤器（北京）有限公司（“**颇尔**”）签发的有关销售颇尔产品、设备以及相关服务（以下统称“**颇尔产品**”）的订单、报价、建议书、确认函及合同等文件（以下统称“**颇尔文件**”）。These terms and conditions apply to orders, quotations, proposals, acknowledgments and contracts (“**Pall’s Documentation**”) signed by Pall Filter (Beijing) Co., Ltd. (“**Pall**”) with respect to the sale of the products, equipment and related services of Pall (“**Product**”) to Buyer.

2. 报价 Quotation

在收到买方的订单确认之前颇尔可以随时更改或撤销其报价，并通知买方，除非颇尔的报价已明确约定有效期限。所有销售合同或订单只有颇尔书面确认后才生效。Unless a specific validity period has been stated in Pall’s quotation, Pall may change or withdraw quotations made at any time prior to Pall’s receipt of Buyer’s order confirmation or purchase order, and shall notify Buyer accordingly. All sales contracts and purchase orders shall only become effective when confirmed in writing by Pall.

3. 付款 Payment

- 3.1 买方应当按照颇尔文件约定的条款向颇尔支付采购货款，如果颇尔文件中没有报出价格或者报价已不再有效，应当以买方接受订单当日的颇尔价格列表为准。Buyer shall pay Pall the purchase price in accordance with the terms and conditions set out in Pall’s Documentation (or where no price has been quoted or where a quoted price is no longer valid, the price listed in Pall’s price list as at the date on which Buyer’s purchase order is accepted).
- 3.2 除非颇尔文件另有规定，买方负责所有运费、仓储费、保险费、税费、关税和其它与产品销售及交付相关的费用。Unless Pall’s Documentation states otherwise, Buyer shall be responsible for all freight, storage, insurance, taxes, duties and other charges relating to the sale and delivery of the Product.
- 3.3 买方应当按照合同或订单内约定的条款和时间全额支付到期货款。如果买方未按约定付款，颇尔有权(a)对未按期收到的货款按照中国人民银行同期贷款利率加收利息（从到期日按天计算至颇尔收到付款为止），(b)取消合同，(c)暂停供货。Buyer shall pay all amounts due in accordance with the payment terms or schedules specified in the sales contract or purchase order, failing which Pall shall be entitled to (a) impose an interest charge based on the prevailing lending rate of the People’s Bank of China on all amounts not received by Pall by the due date (which shall accrue and be calculated on a daily basis from the due date until the date Pall receives payment), (b) cancel the purchase order, or (c) suspend any further delivery of the Product.

4. 交货，风险及所有权转移 Delivery, Transfer of Risk and Title

产品按照颇尔文件中规定的条款进行交付。除非另有规定，交货条件为颇尔工厂交货（国际商会2000年国际贸易术语解释通则）。在完成交货时，颇尔产品的全部风险转移至买方，但颇尔保留该产品的所有权直至颇尔收到买方支付的全额付款（包括由于买方延期付款造成的利息）。The Product shall be delivered in accordance with the terms set out in Pall’s Documentation, and unless otherwise specified, shall be EXW Pall’s facility (INCOTERMS 2010). All risk to the Product passes to Buyer upon delivery. Notwithstanding the passing of risk upon delivery, ownership of the Product shall remain with Pall until Pall has received payment in full of all amounts due and owing from Buyer to Pall (including any interest accruing and owing to Pall) in respect of the Product.

5. 服务 Services

除非另有说明，颇尔将在正常工作时间内提供颇尔文件中约定的服务。对于买方要求或需要在正常工作之外提供的服务，超出报价范围或双方约定的服务，颇尔将按照当时的费率表在颇尔文件所列费用之外另行收取该费用，包括加班费（如适用）。Unless otherwise specified, Pall shall provide the services as described in Pall’s Documentation during normal business hours. Services requested by Buyer outside of these hours or in addition to the quoted or agreed upon services shall be in addition to the charges set out in Pall’s Documentation, and shall be charged at Pall’s prevailing schedule of rates (including overtime charges, if applicable).

6. 变更 Changes

- 6.1 买方可以用书面形式要求颇尔变更颇尔文件。颇尔能够满足买方的变更要求时，如果买方要求的变更导致供货范围增加，买方应当在收到颇尔的发票10天之内支付额外的合理费用。如果变更导致供货范围减少，颇尔应相应降低价款。如因买方的要求造成交货期的变化，双方应协商顺延交货期。为避免疑问，当颇尔不能

满足买方变更颇尔文件的要求时，颇尔不负责任。

Buyer may request Pall in writing to vary Pall’s Documentation. Where Pall accommodates Buyer’s request for a variation, and where such variation results in an increase in the Product to be supplied under the sales contract or purchase order, Buyer shall pay all additional amounts reasonably and directly incurred by Pall within 10 working days of its receipt of Pall’s invoice. If the variation results in a reduction in the Product to be supplied under the sales contract or purchase order, Pall shall reduce the amount payable by Buyer accordingly. If Buyer’s request will result in changes to the Product delivery schedule, the delivery date shall be extended accordingly by agreement between Pall and Buyer. For the avoidance of doubt, Pall shall not be liable to Buyer if it is not able to accommodate Buyer’s request for a variation of Pall’s Documentation.

- 6.2 经事先买方确认，考虑设计改进和无法获得原材料等因素颇尔可以变更产品规格，只要建议合理且变更可以(a)提高产品性能、操作或使用；或(b)不会导致产品与销售合同或订单中的产品规格有明显区别。Pall may, with the prior approval of Buyer, change the specifications of the Product to take into account improvements of design, unavailability of materials etc if, in its reasonable opinion, the changes (a) improve the Product’s function, operation or use; or (b) do not result in the Product differing in any substantial way from the specifications of the Product at the time of the sales contract or purchase order.

7. 取消 Cancellation

如果买方给予事先书面通知并且同意向颇尔支付以下费用，买方可以取消销售合同或订单。(a)截止至合同取消之日，颇尔所有已实际履行的工作和直接发生的费用；(b)由于取消合同所产生的所有其他合理的和直接的费用。Buyer may cancel the sales contract or purchase order provided it gives prior written notice to, and agrees to pay, Pall for (a) all work actually performed and all costs directly incurred by Pall up to and including the date of cancellation; and (b) all other costs reasonably and directly incurred by Pall as a result of such cancellation.

8. 质量保证 Warranty

- 8.1 除非在颇尔的文件中明确说明，和/或双方书面认可，颇尔不保证产品的适销性或适合任何特殊用途。Unless expressly stated in Pall’s Documentation and/or agreed to in writing by Pall and Buyer, Pall does not warrant that the Product is merchantable or is fit for any particular purpose.
- 8.2 从颇尔交货之日起12个月内（“**质保期**”），当产品被适当安装、维护、按额定值和设计条件操作情况下，颇尔保证其产品符合颇尔文件说明规格。在质保期内，本8.2条款下颇尔的责任仅限于更换、修理或降低不符合颇尔规格产品的采购价格。颇尔对以下情况不承担质量保证：(a)产品由卖方之外的人员改动过；(b)产品被误用、滥用、不适当的安装、应用、操作、维护或修理；(c)买方的疏忽（包括使用、储存、运输或操作等疏忽）；(d)产品的正常损耗；或(e)按照11.1条款，产品被买方转售或另行转让给任何第三方。For a period of 12 months from the date of delivery from Pall (“**Warranty Period**”), Pall warrants that the Product shall, when properly installed, maintained, and operated at ratings and design conditions specified by Pall, meet the specifications set out in Pall’s Documentation. During the Warranty Period, Pall’s liability under this Clause 8.2 shall be limited to replacing, repairing or reducing the purchase price in respect of any Product which fails to meet Pall’s specifications. Pall shall not be liable for (a) any Product supplied, replaced, repaired or altered by someone other than Pall; (b) a Product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair; (c) negligence of Buyer (including use, storage, transportation or handling); (d) fair wear and tear to the Product, or (e) subject to Clause 11.1, a Product that is resold or otherwise transferred by Buyer to any third party.
- 8.3 颇尔进一步保证关于产品的所有服务均应由合格的人员以熟练的方式提供。质保期为服务完成后90天。颇尔在8.3条款下的责任应仅限于：(a)在前述90天期限内对不符合质量保证的服务重新提供服务；或(b)降低不符合部分服务的采购价格。Pall further warrants that all services in respect of the Product shall be performed in a workmanlike manner using suitably qualified personnel. This warranty shall survive for 90 days following Pall’s completion of the services. Pall’s liability under this Clause 8.3 shall be limited to (a) repeating the service that during the foregoing 90-day period does not meet this warranty; or (b) reducing the purchase price in respect of the non-conforming portion of the service.
- 8.4 依据本8条款，如果有任何关于质量保证的索赔，买方应尽快书面通知颇尔，并提供颇尔对据称有缺陷产品和/或服务的检查和测试的机会。如果颇尔合理认为买方的质保索赔无效或不在本8条款的质保范围内，买方应偿还颇尔由此产生的

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所有合理的和直接的费用。

Buyer shall promptly notify Pall in writing of any warranty claims under this Clause 8 and provide Pall with an opportunity to inspect and test the Product and/or service claimed to be defective. If Pall reasonably determines that Buyer's warranty claims are not valid or not covered by the warranties in this Clause 8, Buyer shall reimburse Pall for all costs reasonably and directly incurred by Pall as a result of the warranty claim.

8.5 买方应仅在颇尔的书面确认后,且按照颇尔的发运指示,退回瑕疵和/或损坏产品。如果瑕疵和/或损坏产品属颇尔责任,颇尔应降低退回产品的采购价格。

Buyer may only return Products which are defective and/or damaged with Pall's prior written consent and in accordance with Pall's shipping instructions. Pall shall reduce the purchase price in respect of any returned Products if it is responsible for the defects and/or damage.

9. 所有权及知识产权 Ownership of Materials and Intellectual Property Rights

9.1 颇尔向买方披露的涉及产品的所有设计(包括制图、设计图及规格)、预测、价格、记录、电子数据、其他文件或信息(“资料”)以及所有与之相关的知识产权仍归颇尔所有。颇尔许可买方仅在使用颇尔产品时可非独占性、不可转让地使用资料。只有颇尔事先书面同意,买方可向第三方转许可这些资料。

All designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information disclosed to Buyer by Pall, and all related intellectual property rights, in respect of the Product (collectively, “Materials”) shall remain Pall's property. Pall grants to Buyer a non-exclusive, non-transferable license to use the Materials solely for Buyer's use of the Product. Buyer may only sub-license Materials to third parties with Pall's prior written consent.

9.2 作为颇尔向买方交付产品的条件,买方不应直接或者间接地(a)变更或者修改产品,(b)分解、解码或者以其它方式反向设计或者分析产品,(c)去除任何产品标识或者所有权标志,(d)修改或者创造派生作品,(e)采取任何与颇尔在与产品有关的技术和知识产权上的权利相违背的行动,和/或(f)协助或者要求他人实施上述行为。同时,买方也不应让其员工、代理人 and 代表实施上述行为。As a condition to Pall's delivery to Buyer of the Products, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (a) alter or modify the Products, (b) disassemble, decompile or otherwise reverse engineer or analyse the Products, (c) remove any Product identification or proprietary rights notices, (d) modify or create derivative works, (e) otherwise take any action contrary to Pall's rights in the technology and intellectual property relating to the Products, and/or (f) assist or ask others to do any of the foregoing.

10. 不可抗力 Force Majeure

在出现中国法律规定的不可抗力的情况下,颇尔或买方均无需承担任何本销售合同或订单的不能履行责任。受不可抗力影响的一方应立刻书面通知另一方,如果不可抗力持续时间超过120天(或者双方书面同意的其他期限),颇尔和买方应就本销售合同或订单的进一步履行友好协商。

In the event of force majeure as stipulated under the laws and regulations of the People's Republic of China, neither Pall nor Buyer shall be liable for any default in the performance of their respective obligations under the sales contract or purchase order. The party affected by the force majeure event shall promptly notify the other party in writing. If the duration of the force majeure event exceeds 120 days (or such other period as Pall and Buyer may agree in writing), Pall and Buyer shall amicably discuss the appropriate steps to be taken in respect of the further execution of the sales contract or purchase order.

11. 责任限定 LIMITATION OF LIABILITY

买方确保颇尔尽到了对本条款的充分解释和提醒之义务,买方也已仔细阅读并理解本11条款项下的责任限定。

*** BUYER CONFIRMS THAT (A) PALL HAS DRAWN BUYER'S ATTENTION, AND FULLY EXPLAINED, PALL'S LIMITATION OF LIABILITY IN THIS CLAUSE 11; AND (B) BUYER HAS CAREFULLY READ AND UNDERSTOOD CLAUSE 11. ***

11.1 除非买方就本产品被颇尔任命为授权分销商或颇尔另行书面同意,颇尔销售给买方的产品仅供买方自用,禁止买方向第三方转售该产品。对于买方违反本11.1条款,转售或另行转让本产品而产生的与之相关的任何索赔、损害、伤害、判决、诉讼理由或费用(统称“索赔”),(无论基于法律、本合同、民事侵权行为或其他),颇尔不对买方和/或任何第三方承担责任。对任何及所有这些索赔,买方应向颇尔赔偿并自费用为颇尔抗辩。

Unless Buyer has been duly appointed by Pall as an authorised distributor of the Product or where Pall has otherwise given its written approval,

the Product is sold by Pall to Buyer strictly for Buyer's sole use, and Buyer is prohibited from reselling the Product to third parties. Pall shall bear no liability (whether at law, under contract, tort or otherwise) to Buyer, and/or any third party to whom Buyer has resold or otherwise transferred the Product, in respect of any claims, damages, injuries, judgments, causes of action or expenses (“Claims”) arising out of or in connection with any sale by Buyer of the Product in breach of this Clause 11.1, and Buyer shall indemnify and defend Pall, at Buyer's own expense, against any and all such Claims.

11.2 颇尔和买方均不对任何后果性的或其它间接的损害或损失(无论是利润损失还是其它)、费用、开支或其他补偿请求承担责任。除给买方造成的人身伤害或因颇尔的故意或重大过失给买方造成的财产损失外,颇尔在本销售合同或订单项下对所售产品的全部责任的上限应不超过买方为此产品支付的采购价格。

Neither Pall nor Buyer shall be liable for any consequential or other indirect damages or losses (whether for loss of profit or otherwise), costs, expenses or other claims for compensation. Except for death, personal injury or property losses caused to Buyer by Pall's willful misconduct or gross negligence, Pall's total liability arising from the sale of the Product under the sales contract or purchase order shall not exceed the purchase price paid by Buyer for the Product under the the sales contract or purchase order.

12. 进出口管制 Export/Import Control

根据11.1条款,如果买方出口或转售颇尔产品给第三方或第三国,买方应遵守当地及美国政府出口管制的法律法规。

Subject to Clause 11.1, where Buyer exports or resells the Product to any third party or any third country, Buyer agrees to comply with all applicable local and United States Government export control laws and regulations.

13. 保密义务 Confidentiality

如果颇尔向买方披露了任何颇尔所拥有的关于产品保密性质的专有技术或商业秘密,则买方除非得到颇尔事前书面同意,任何时候都不可以书面或其他方式披露或者允许任何其他个人或公司使用这些信息。如果有管辖权的法庭或政府机关指令买方披露此等信息,买方应在披露保密信息前迅速通知颇尔。如果买方与颇尔签订了单独的保密协议,则该保密协议的效力优先于本条款。

If Pall discloses to Buyer on a confidential basis any know-how or commercial secrets in relation to the Product which are owned by Pall, Buyer shall not disclose such information, whether in writing or by other means, or allow any other person or company to use such information unless with Pall's prior written consent. In the event that Buyer has been ordered by a court or government agency having jurisdiction over Buyer to disclose such information, Buyer shall promptly notify Pall of such order prior to disclosing such information. In the event that Buyer and Pall have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over the terms of this Clause 13.

14. 债权债务抵销 Set-off

买方不能抵销本销售合同或订单项下颇尔与买方之间的到期或即将到期的欠款(反之亦然)。

Buyer may not set-off any amounts due from Pall to Buyer against any amounts due (or which may fall due) from Buyer to Pall under the sales contract or purchase order (and vice versa).

15. 其他 Miscellaneous

本标准条款连同颇尔与买方签订的销售合同或订单构成完整协议,本条款和条件的效力应优先于双方签订的销售合同或订单,并受中华人民共和国法律管辖。由本条款和条件、销售合同或订单产生的一切争议,均应提交位于北京的中国国际贸易仲裁委员会根据其届时有效的仲裁规则解决。仲裁的判决为最终并对颇尔和买方有约束力。

These terms and conditions, together with any sales contract or purchase order signed by Pall and Buyer, constitutes the entire agreement between the parties. These terms and conditions shall prevail over any sales contract or purchase order between Pall and Buyer, and shall be governed by the laws of the People's Republic of China. Pall and Buyer shall submit any dispute between them arising out of these terms and conditions, the sales contract or purchase order to the China International Economic and Trade Arbitration Commission for arbitration in Beijing in accordance with its arbitration rules then in force. The arbitration award shall be final and binding on Pall and Buyer.

买方签字盖章:

日期:

April 2012

颇尔过滤器（北京）有限公司签字盖章:

日期:

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