

Pall Asia International Limited, Hong Kong ("Pall") Standard Terms and Conditions of Sale
帕尔亚洲国际有限公司标准条款与条件

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1. **Applicable Terms:** These terms and conditions govern the sale of the products, equipment and related services ("Product") referred to in Pall Asia International Limited, Hong Kong ("Pall")'s purchase order, quotation, proposal, acknowledgment and contract ("Pall's Documentation").

适用范围: 本条款与条件适用于由帕尔亚洲国际有限公司(以下简称“帕尔”)签发的有关销售帕尔产品、设备以及相关服务(以下统称“帕尔产品”)的订单、报价、建议书、确认函及合同等文件(以下统称“帕尔文件”)。

2. **Quotation:** Pall may change or withdraw its quotation at Pall's own discretion, and notify such change or withdrawal to Buyer at any time before Buyer's acceptance to order is duly received, unless the term of validity of Pall's offer has been specifically stated in the quotation. All sales contracts or purchase orders take into effect only after being confirmed in writing by Pall.

报价: 在收到买方的订单确认之前帕尔可以随时更改或撤销其报价,并通知买方,除非帕尔的报价已明确约定有效期限。所有的销售合同或订单只有帕尔书面确认后才会生效。

3. **Payment: 付款**

3.1 Buyer shall pay Pall the full purchase price as set out in Pall's Documentation, or where no price has been quoted (or a quoted price is no longer valid), the price listed in Pall's price list current at the date of acceptance of the Buyer's purchase order. Unless Pall's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Product shall be paid by Buyer. If Pall is required to pay any such charges, Buyer shall immediately reimburse Pall. Pall may also at any time charge a (a) fuel or energy surcharge, or (b) a minimum purchase order value surcharge (in addition to the price of each Product). Unless otherwise agreed by Pall in writing, all payments should be paid by T/T. 买方应当按照帕尔文件的规定向帕尔全额付款;如果没有报价或所报价格已失效的,以帕尔接受买方订单之日的帕尔价格表中所列价格为准。除非帕尔文件中另有规定,运费、仓储费、保险和一切税费或政府征收的与产品有关的其他费用应由买方支付。如果帕尔被要求代付上述费用,买方应立即偿还给帕尔。帕尔也可以随时收取(a)燃料或能源附加费,或(b)最低订单价值附加费(作为每个产品价格的补充)。除非帕尔另外书面同意,付款应通过银行电汇支付。

3.2 All payments shall be made by Buyer as stipulated in purchase order or contract. If Buyer fails to make payment on or before the due date then, Pall shall be entitled to choose one or more of the followings: (a) apply a monthly interest charge at the lower of 10% interest per month or the maximum rate legally permitted according to Hong Kong laws on all amounts not received by the due date (such interest will be calculated and will accrue daily from the date for payment until the date Pall actually receives payment), (b) cancel the purchase order or contract, (c) suspend any further deliveries to the Buyer, and (d) ask Buyer to pay all reasonable costs (including but not limited to lawyers' fees, litigation or lawsuit fees, preservation fees and preservation insurance fees) incurred by Pall in collecting amounts due but unpaid.

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,帕尔有权自主选择下列其中的一项或几项:(a)按照月利息10%或香港法律所允许的最高月利率(以较低者为准),对到期未付款项收取利息费用(自应付之日起至帕尔实际收到付款之日止计息),(b)取消合同,(c)暂停供货,(d)要求买方承担因收取任何逾期款项而产生的所有费用,包括但不限于律师费、诉讼仲裁费、保全费、保全保险费等维权费用。

3.3 Pall 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 Pall 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 Contract 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.

帕尔与买方均承认存在电信诈骗的风险,欺诈者可能会冒充本合同的一方,向另一方发出立即付款的电汇指示。为了避免该种风险,帕尔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合同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。

4. **Inspection:** Buyer shall inspect the Products within 5 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Pall in writing of any nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Pall.

验收: 买方应在收货后的5天之内检验产品(“验货期”)。除非买方在验货期间向帕尔送达不合格产品书面通知,并按帕尔的要求提供书面证据或其他文件,否则视为产品验收合格且买方已经接受产品

5. **Delivery, Title and Risk:** The Products shall be delivered in accordance with Pall's Documentation. Unless specified otherwise, delivery terms are Ex-Works Pall's facility (INCOTERMS 2010). The risk shall pass to Buyer upon delivery, however, the title shall be transferred to Buyer until the full payment (including the interest of late payment due to Buyer's delay) is made by Buyer to Pall.

交付、风险及所有权转移: 产品按照帕尔文件中规定的条款进行交付。除非另有规定,交付条件为帕尔工厂交货(国际商会2010年国际贸易术语解释通则)。在完成交货时,帕尔产品的全部风险转移至买方,但帕尔保留该产品的所有权直至帕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)。

6. **Services:** Pall will provide such services as are described in Pall's Documentation during normal business hours, unless otherwise specified. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Pall's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in Pall's Documentation.

服务: 除非另有说明,帕尔将在正常工作时间内提供帕尔文件中约定的服务。对于买方要求或需要在正常工作时间之外提供的服务,超出报价范围或双方约定的服务,帕尔将按照当时的费率表在帕尔文件所列费用之外另行收取费用,包括加班费(如适用)。

7. **Changes and Related Costs:** Notwithstanding anything herein to the contrary, this contract/purchase order 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, deferral 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.

变更以及相关费用: 尽管合同/订单中有任何相反规定,合同/订单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)买方事先书面通知帕尔,且帕尔书面对此通知进行确认;和(b)根据令帕尔满意的条款。买方应向帕尔支付帕尔由于任何修改、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。

In the event that the Buyer is notified of readiness for shipment but the delivery is delayed due to the Buyer's convenience or other reasons for which the Buyer is responsible, delivery will be deemed executed for the purposes of meeting agreed payment milestones. In such circumstances, Pall will be entitled to invoice Buyer as if delivery had occurred. Pall will also be entitled to charge the Buyer a delay fee of 1.5% per month of the total order value of Products ready for shipment which is rescheduled at the Buyer's request, to cover the additional costs resulting from the delayed delivery, calculated from the date of readiness to ship until the actual delivery date to the Buyer's site.

当买方收到帕尔发货的通知后,如果出现买方自己不方便接收货物,或者由于买方自己内部的原因而使发货期延迟的,则视为交付已经完成且满足付款的要求。在该种情况下,帕尔将有权以货物已经交付为由而向买方开具发票,买方有相应的付款义务。同时帕尔有权向买方收取延迟收货的违约金,按买方推迟收货产品订单金额的每月1.5%计算,以补偿帕尔由于买方延期收货导致的额外费用。该违约金自通知买方发货之日开始计算,直到货物最终送达为止,不足整月的按比例计算。

Meanwhile, as agreed in writing by both parties, if partial shipment is not explicitly prohibited by both parties, Buyer consents Pall to arrange the partial shipments according to Pall's delivery and production scheduling, and Buyer shall make the partial payment to the partial shipments in due course to Pall. Partial shipment does not affect the validity of other rights and obligations in this contract.

同时,在双方没有对分批发货进行明确禁止的情况下,如经双方书面通知确认,买方同意帕尔根据自己的货期安排及生产排期等情况安排分批发货给买方,买方应按照分批发货情况分批支付相应的货款。分批发货不影响合同中对于双方权利义务的其他约定。

8. **Cancellation:**

The distributor and reseller may not cancel its order after Pall's acceptance. If Buyer is the end-user, Buyer may cancel the purchase order after the Buyer pays the cancellation fee to Pall. The cancellation fee of any Product is as below:

- Cancellation of an order or specific Product after 5 days of receiving Pall's order confirmation, will incur a cancellation fee of up to 15% of the cancelled order value or product value.
- Cancellation of an order or specific Product after 15 days of receiving Pall's order confirmation, will incur a cancellation fee of up to 100% of the cancelled order value or product value.

取消: 在销售合同或订单确认后,经销商和中间商不能取消合同。

如果买方是最终用户,在支付以下取消费用的前提下,买方可以取消销售合同或订单。买方取消费用的计算方法如下。

- 合同/订单生效5天后取消订单或指定产品的,取消费用为取消订单或产品金额的15%。
- 合同/订单生效15天后取消订单或指定产品的,取消费用为取消订单或产品金额的100%。

9. **Warranty: 质量保证**

9.1 Except as expressly stated in Pall's Documentations and/or as agreed in writing by both parties, Pall makes no warranty with respect to the Products for warranty of merchantability or warranty of fitness for a particular purpose.

除非在帕尔的文件中明确说明,和/或双方书面认可,帕尔不保证产品的适销性或适合任何特殊用途。

9.2 For a period of 12 months from the date of delivery from Pall ("warranty period"), Pall warrants that the Products when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Pall, will meet Pall's specifications for such Products appearing in Pall's Documentations. Pall makes no warranty with respect to the Products for the standards, requirements, parameters, specifications other than those specified in Pall's Documentations. Pall's liability under any Product warranty is limited solely (in Pall's discretion) to replacing, repairing or reducing prices for Products which fail to meet Pall's specifications for such Products during the Warranty Period under clause 9.2. Pall makes no warranty with respect to the Products for: (a) the product has been modified by any third party other than Pall; (b) misuse, abuse, improper installation, application, operation, maintenance or repair of the product; (c) Buyer's negligence (including negligence in use, storage, transportation or operation); (d) normal wear and tear of the Product; or (e) the product are resold or transferred by buyer to any third party in accordance with clause 12.1.

从顾尔交货之日起 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，顾尔保证其产品符合顾尔文件说明规格。对于顾尔文件说明规格以外的标准、要求、参数、说明、规格等，顾尔不承担任何质量保证。在质保期内，本 9.2 条款下顾尔的责任仅限于更换、修理或降低不符合顾尔规格产品的采购价格。顾尔对以下情况不承担质量保证：(a) 产品由顾尔之外的人员改动过；(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 12.1 条款，产品被买方转售或另行转让给任何第三方。

9.3 Pall further warrants that all services will be performed in a workmanlike manner and that Pall will use suitably qualified personnel (this warranty shall survive for 90 days following Pall's completion of the services). Pall's liability under any service warranty is limited to (a) repeating the service that during the foregoing 90-day period does not meet this warranty or (b) reducing prices for the nonconforming portion of the service.

顾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。顾尔在 9.3 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。

9.4 In accordance with clause 9, the Buyer shall promptly notify Pall in writing of any claim and provide Pall with the opportunity to inspect and test the allegedly defective Products and/or Services claimed to be defective. If Pall reasonably determines that Buyer's warranty claim is invalid or in fact not covered by clause 9, Buyer shall reimburse Pall for all reasonable and direct costs incurred therefor.

依据本 9 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顾尔，并提供顾尔对据称有缺陷产品和/或服务的检查和测试的机会。如果顾尔合理认为买方的质保索赔无效或不在本 9 条款的质保范围内，买方应偿还顾尔由此产生的所有合理的和直接的费用。

9.5 Buyer shall return the defective and/or damaged Products only after Pall's written confirmation and in accordance with Pall's shipping instructions. Pall shall reduce the purchase price of returned Products if Pall is responsible for defective and/or damaged Products.

买方应在顾尔的书面确认后，且按照顾尔的发运指示，退回瑕疵和/或损坏产品。如果瑕疵和/或损坏产品属顾尔责任，顾尔应降低退回产品的采购价格。

10. **Ownership and Intellectual Property:** All designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information disclosed by Pall ("Materials") and all related intellectual property rights, shall remain Pall's property. Pall grants Buyer a non-exclusive, non-transferable license to use any such Material and solely for Buyer's use of the Product purchased by Buyer from Pall hereunder. Buyer shall not sublicense any third parties to use any such Material without Pall's prior written consent.

所有权及知识产权: 顾尔向买方披露的所有设计（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顾尔所有。顾尔许可买方仅在使用顾尔产品时非独占地、不可转让地使用资料。只有顾尔事先书面同意，买方才可对第三方转许可这些资料。

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.

作为顾尔向买方交付产品的条件，买方不得直接或间接地：(a) 变更或者修改产品，(b) 分解、解码或者以其他方式反向设计或分析产品，(c) 去除任何产品标识或所有权标志，(d) 修改或创造派生作品，(e) 采取任何与顾尔与产品有关的技术和知识产权上的权利相违背的行为，和/或 (f) 协助或要求他人实施上述行为。同时，买方也不应让其员工、代理和代表实施上述行为。

11. **Force Majeure:** 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.

不可抗力: 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、承运商延迟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条款。

12. **LIMITATION OF LIABILITY: 责任限定**
* BUYER CONFIRMS THAT PALL HAS DRAWN BUYER'S ATTENTION, AND FULLY EXPLAINED, PALL'S LIMITATION OF LIABILITY IN THIS CLAUSE; AND BUYER HAS CAREFULLY READ AND UNDERSTOOD CLAUSE 12.*

买方确保顾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 12 条款项下的责任限定。

12.1 Unless otherwise agreed in writing or being authorized as distributor by pall, the Products sold by Pall to Buyer are for the buyer's own use only and are not permitted to be resold to any third party. In no event shall Pall take any responsibility to any claims, damages, injuries, judgment, litigation or expenses ("Claims") arising out of the resale or transfer of the Product by Buyer in violation of this clause 12.1 (whether by law, contract, tort or others). Buyer shall indemnify pall for any and all Claims and defend Pall at its own expenses.

除非买方就本产品被顾尔任命为授权分销商或顾尔另行书面同意，顾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 12.1 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），顾尔不对买方和/或任何第三方承担责任。对任何及所有这些索赔，买方向顾尔赔偿并自负费用为顾尔抗辩。

12.2 Neither Pall nor Buyer shall be liable for any consequential or indirect damage or loss (no matter loss of profit or others), fees, expenses or other claims for compensation. In no event shall Pall's aggregate liability arising out of or related to this contract or purchase order exceed the total of the amount paid to Pall for the Products sold hereunder, except for liability resulting from death or bodily injury resulting from Pall's acts or Pall's gross negligence or wilful misconduct.

顾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他）、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顾尔的故意或重大过失给买方造成的财产损失外，顾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。

13. **Export Control:** As a condition to Pall's delivery to Buyer of the Products and/or parts thereof, Buyer agrees, with respect to the exportation or resale of the Product, and/or parts thereof by Buyer, to comply with all the 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 and United States Government export control laws and regulations on export controls ("Export Controls"). Export Controls include, but are not limited to, 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 (a) delivery of the Products (or parts thereof) by Pall is contingent on Pall obtaining the necessary regulatory or governmental export authorizations, licenses or permits, and (b) Pall shall not be liable to Buyer for any failure or delay to deliver the Products (or parts thereof) 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 authorizations, licenses or permits are not obtained and/or not issued or denied by regulatory or governmental agencies.

出口管制: 作为顾尔向买方交付产品和/或其部分的条件，买方同意：如果买方出口或转售产品和/或其部分，应遵守《国际武器贸易条例》（“ITAR”）和《出口管理规定》（“EAR”）及其下属规定和后续变更等所有要求，以及所有其它国家和美国政府的出口管制法律和有关出口管制的法规（“出口管制”）。出口管制包括但不限于：与出口许可相关的法律法规、限制出口至禁运国家和限制销售给特定的人和/或实体。买方进一步同意：(a) 顾尔交付产品或其部分受限于顾尔是否取得必要的政府出口许可、许可证或通行证；并且 (b) 如果由于买方原因未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/或该等许可、许可证或通行证未能取得和/或未能发放或被政府机构或政府代理拒绝，顾尔不向买方承担任何不能交付或延迟交付产品或其部分的责任。

14. **Confidentiality:** If Pall discloses to Buyer any technical information, "know-how" or trade secret of confidential nature with respect to the Products owned by Pall, unless Pall's prior written consent, the Buyer will not disclose or permit any third parties to use the confidential information at any time in writing or any other methods. If the Buyer is instructed by a competent court or authority to disclose such information, the Buyer shall promptly notify Pall before disclosing the confidential information. In the event that the 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.

保密: 如果顾尔向买方披露了任何顾尔所拥有的关于产品保密性质的专有技术或者商业信息，则买方除非得到顾尔事先书面同意，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顾尔。如果买方与顾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。

15. **Set-off:** The Buyer may not seek to effect or effect any set-off against any liabilities due by Pall to the Buyer against any liabilities due or which may fall due by the Buyer to Pall, and vice versa.

债权债务抵销: 买方不能抵消本销售合同或订单项下顾尔与买方之间的到期或即将到期的欠款，反之亦然。

16. **Miscellaneous:** These terms and conditions, together with any purchase orders or contracts signed by Pall and Buyer, comprise the complete statement of the agreement between the parties. If there is a conflict between these terms and conditions, purchase orders and contracts, these terms and conditions shall prevail. These terms and conditions, together with any purchase orders or contracts shall be governed by the laws of the Hong Kong Special Administrative Region and any dispute arising from or in connection with this Agreement shall be submitted to Hong Kong International Arbitration Centre (the "HKIAC") for arbitration which shall be conducted in accordance with the HKIAC's arbitration rules in effect at the time applying for arbitration and in English. The arbitration award shall be final and binding on both parties.

其它: 本条款连同顾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，并受香港特别行政区法律管辖。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香港国际仲裁中心（“HKIAC”）根据其届时有效的仲裁规则进行仲裁，仲裁语言为英语。仲裁的裁决为终局裁决并对双方具有约束力。