

Pall Asia International Limited, Hong Kong ("Pall") Standard Terms and Conditions of Sale
颇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 purchase and sale of the products, equipment and related services (if any) ("**Product**") referred to in Pall's purchase order, quotation, proposal or acknowledgment, as the case may be ("**Pall's Documentation**"). Whether these terms and conditions are included in an offer or an acceptance by Pall, such offer or acceptance is conditional on Buyer's consent to these terms and conditions. Pall rejects all additional or different terms in any of Buyer's purchase order or documents.

适用条款：本条款与条件适用于颇尔亚洲国际有限公司（以下简称“颇尔”）采购和销售产品、设备及相关服务（如有）（以下简称“**产品**”）的合同、订单、报价、建议书或确认书（以下简称“**颇尔文件**”）。无论本条款与条件是否包含在颇尔的要约或承诺中，有关要约或承诺均以买方已经同意本条款与条件为依据。颇尔拒绝买方采购订单或文件中的所有其他条款或不同条款。

2. **Quotation:** All quotations by Pall are subject to change or withdrawal without prior notice to Buyer, unless specifically stated in the quotation. Quotations are made subject to the approval by Pall of Buyer's credit. All sales contracts and orders only become effective when approved and accepted in writing by Pall as set out in **Pall's Documentation**.

报价：除非报价单中另有规定，颇尔发出的所有报价均可以变更或撤销，无需提前通知买方。报价单依据经颇尔批准的买方信用条件发出。所有的销售合同和订单在颇尔按照**颇尔文件**中规定的书面批准和接受后生效。

3. **Payment:** 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the full purchase price as set out in **Pall's Documentation**, or where no price has been quoted (or a quoted price is no longer valid), the price listed in Pall's price list current at the date of acceptance of the Buyer's purchase order.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 (i) fuel or energy surcharge, or (ii) 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.

付款：买方应当按照**颇尔文件**的规定向颇尔全额付款；如果没有报价或所报价格已失效的，以颇尔接受买方订单之日的颇尔价格表中所列价格为准。除非**颇尔文件**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。如果颇尔被要求代付上述

费用，买方应立即偿还给颇尔。颇尔也可以随时收取(i)燃料或能源附加费，或(ii)最低订单价值附加费（作为每个产品价格补充）。除非颇尔另外书面同意，所有付款应通过银行电汇支付。

Unless **Pall's Documentation** provides otherwise, all payments are due within 30 days of the date of invoice. If Buyer fails to make payment on or before the due date then, without prejudice to any other right or remedy available to Pall, Pall shall be entitled to (i) apply a monthly interest charge at the lower of 10% interest per month or the maximum rate legally permitted according to Hong Kong law 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) or (ii) cancel the purchase order contract or suspend any further deliveries to the Buyer. Buyer shall pay all of Pall's reasonable costs (including lawyers' fees) incurred in collecting amounts due but unpaid. All sales are subject to the approval of Pall's credit department.

除非**颇尔文件**中另有约定，所有款项均在发票开具之日起30天内到期。如果买方没有在到期日之前付款，颇尔有权采取下列措施补救，并且不影响颇尔所享有的其他权利或救济：(i) 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（自应付之日起至颇尔实际收到付款之日止计息）；或者(ii) 撤销订单/合同或中止进一步向买方交付产品。买方应支付颇尔因催收到期未付款项所产生的全部费用（包括但不限于律师费）。所有销售合同应得到颇尔信用部门的批准。

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 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.

颇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

为了避免该种风险，颇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. **Delivery:** Pall will use its reasonable endeavours to provide the Products (and any included services) in accordance with the delivery times quoted in **Pall's Documentation**. Unless **Pall's Documentation** provides otherwise, delivery terms are Ex-Works Pall's facility (INCOTERMS 2010). Pall assumes no liability due to delays, including any direct or consequential damages due to a delay in delivery.

交付：颇尔应尽合理努力按照**颇尔文件**中约定的交付时间提供产品（以及所包含的服务）。除非**颇尔文件**中另有规定，交付条件为颇尔工厂交货（按照INCOTERMS 2010）。颇尔延迟交付不承担任何责任，包括由于延迟交付所造成的直接或结果性损害。

All risk and title in a Product passes to the Buyer (i) in the case where Pall has agreed to arrange the delivery of the Products, upon delivery of the Products by Pall to the Buyer's premises and (ii) in any other case, upon the Products, the subject of a Purchase Order, being ready for dispatch or collection by the Buyer from Pall's premises. Pall retains and Buyer hereby grants to Pall a security interest in the Products shipped by Pall to Buyer hereunder until payment in respect of the Products is received by Pall. Buyer has the obligation to insure once title passes.

产品的一切风险和所有权在下列情况下转移给买方：(i) 颇尔负责安排运输的，颇尔在买方的场所交付产品时；(ii) 其他情况下，买方准备从颇尔的场所发运或提取订单或合同项下产品时。颇尔保留且买方同意授予颇尔对已交付买方产品的担保权益，直至颇尔收到产品的付款为止。所有权转移后，买方有义务负责保险。

5. **Services:** Pall will provide such services as are expressly described in **Pall's Documentation** (or other document executed by Pall) 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** (or other document executed by Pall).

服务：除非另有说明，颇尔将在正常工作时间内提供颇尔文件（或颇尔签署的其它文件）中明确约定的服务。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，颇尔将按照当时的费率表在**颇尔文件**或颇尔执行的其它文件所列费用之外另行收取费用，包括加班费（如适用）。

6. **Changes:** The Buyer may, from time to time, either in writing or by telephone, request Pall to vary any provision of a Purchase Order. Pall will use reasonable endeavours (but is not obliged) to accommodate any such request for variation (but shall not be liable to the Buyer to the extent it is not able to accommodate any such request).

变更：买方可随时以书面形式要求颇尔变更订单中的有关内容。颇尔将尽合理努力（但并非必须）满足这些变更的要求（但颇尔并不因不能满足任何这样的变更要求而对买方承担责任）。

Where Pall accommodates the Buyer's request for a variation, and where such variation involves an increase in the Products or Services to be supplied under a purchase order, the Buyer will within 10 days of its receipt of the relevant Pall invoice pay to Pall all additional amounts reasonably incurred and invoiced by Pall as a result of such variation. If the variation involves a reduction in the Products or Services to be supplied under a purchase order, Pall will reduce any amounts payable by the Buyer for Products or Services which, as a result of such variation, are no longer to be supplied under a purchase order.

颇尔按照买方要求进行变更，使得订单或合同中提供的产品或服务增加的，买方应承担由于该变更而产生的一切合理的额外款项，并且在收到颇尔开具的相关发票后 10 天内向颇尔支付。如果变更后订单或合同项下需要颇尔供应的产品或服务的数量减少，对于减少的产品或服务并且确认不再向买方供应的相应数量，其相应价款应由颇尔进行扣减。

Pall may change the manufacturer's specifications from time to time of any Product to take into account improvements of design and unavailability of materials without obtaining the Buyer's approval if, in the reasonable opinion of Pall, the changes (i) improve the Product's function, operation or use or (ii) do not result in the Product differing in any substantial way from the original specifications of the Product as were relevant at the time the Customer made a Purchase Order. In all other cases, Pall will obtain the Buyer's written approval prior to making any changes to Product specifications.

在下列情形下，基于对设计的改进及材料无法得到的原因，颇尔可依据合理的意见，随时改变其产品的制造规格，而无需获得买方的批准：(i) 改进产品的功能、操作和使用；(ii) 不会造成产品与客户订单项下产品的原规格有较大差异。在其他情形下，颇尔对产品规格进行任何变更之前，应获得买方的书面批准。

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, based on below schedule and according to Pall' New Order Reschedule Policy, 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.

	<45 Days	>=45 Days <90 Days	>=90 Days <120 Days	>=120 Days
Request<5 days	No Levy	No Levy	No Levy	No Levy
Request>5 days	No Levy	3% Monthly	5% Monthly	15% Monthly

当买方收到颇尔发货的通知后，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，颇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。同时颇尔有权向买方收取延迟收货的违约金。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，计算依据如下，不足整月的按比例计算。具体按照颇尔的《最新的订单取消及订单交货期变更政策》执行。

	延迟收货期 <45 天的	延迟收货期 >=45 天 <90 天的	延迟收货期 >=90 天 <120 天的	延迟收货期 >=120 天的
订单确认后 5 天内要求延迟收货期的	不收取任何费用	不收取任何费用	不收取任何费用	不收取任何费用
订单确认后 5 天后要求延迟收货期的	不收取任何费用	收取产品价格 3%/月的违约金	收取产品价格 5%/月的违约金	收取产品价格 15%/月的违约金

7. **Cancellation:** Buyer may not cancel, its order after Pall's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges. Termination charges is calculated as below schedule and according to Pall' New Cancellation Policy.

	MTO	AOS(MTS)	ETO
Request for Cancellation < 5 Days from Ord.Ack	No Levy	No Levy	No Levy
Request for Cancellation >5 Days from Ord. Ack	100% of Product Value	15% of Product Value	100% of Product Value

取消：买方不得在颇尔接受订单后取消其订单，除非双方已达成书面同意，包括达成买方支付一定数额终止费用的协议。终止费用的计算方法如下，具体按照颇尔的《最新的订单取消及订单交货期变更政策》执行。

	MTO 产品	MTS 产品	□ETO 产品
订单确认 5 天内要求取消订单的	不收取任何费用	不收取任何费用	不收取任何费用
订单确认 5 天后要求取消订单的	收取产品价格的 100% 的取消费用	收取产品销售价格的 15% 的取消费用	收取产品销售价格的 100% 的取消费用

8. **Product Returns:** Products may not be returned for any reason without prior written authorisation and shipping instructions from Pall. Products shipped without Pall's authorisation shall be returned at Buyer's expense. Credit for any returned Products is at the discretion of Pall after receipt and inspection of the Products and may be subject to a restocking charge.

退货：在未得到颇尔的事先书面授权和装运指示之前，买方不应以任何理由退回产品。未经颇尔授权而装运的产品，应由买方支付退回的费用。对于任何退回产品应在颇尔收到并检查产品后确定合同的核减金额，同时可能收取合理的重新进货费。

9. **Warranty: 保证：**

(a) THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR IN THESE TERMS AND CONDITIONS.

(a) 颇尔不保证产品的适销性，也不保证其适于任何特殊目的，除本条款和条件的规定以外，颇尔不对产品进行任何明示或暗示的保证。

(b) For a period of twelve months from the date of delivery from Pall (the "Warranty Period"), Pall warrants that Products manufactured by Pall 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 its Product catalogues and literature or in any other Pall Product quotations. Pall's liability under any Product warranty is limited solely (in Pall's discretion) to replacing, repairing or issuing credit for Products which fail to meet Pall's specifications for such Products during the Warranty Period.

(b) 在颇尔产品交付之日起的十二个月（**保证期**）内，颇尔保证其生产的产品在正确安装、维护，并按颇尔规定的额定值、规格和设计条件操作时，将符合颇尔的产品目录和文献，或其它任何颇尔产品报价中的规格。在保证期内，颇尔对不符合颇尔规格的产品承担的保证责任为：更换、修理或降价中任一方式（由颇尔选择）。

(c) 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 (in Pall's discretion) to repeating the service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the service.

(c) 颇尔进一步保证，颇尔提供的服务将由适当的合格人员以熟练方式完成，服务的保证期为完成服务后 90 天。在前述 90 天的保证期内，颇尔的保证责任为：重新提供不符合

保证的服务，或对服务的不合格部分降价（由颇尔选择）。

(d) If Pall determines that any warranty claim is not, in fact covered by the foregoing warranties, Buyer shall pay Pall its customary charges for any additionally required service or products. Buyer shall notify Pall promptly in writing of any claims and provide Pall with an opportunity to inspect and test the Product claimed to be defective. Buyer shall provide Pall with a copy of the original invoice for the Product, and prepay all freight charges to return any Products to Pall's factory, or other facility designed by Pall. All claims must be accompanied by full particulars, including system operating conditions, if applicable.

(d) 如果颇尔认为任何保证索赔事实上并不包含在前述的保证范围内，买方应当对其额外要求的产品或服务向颇尔支付常规的费用。对于任何索赔，买方应当立即以书面方式通知颇尔，并且向颇尔提供对索赔的缺陷产品进行检查和测试的机会。买方应当向颇尔提供该产品的原始发票复印件，并预付所有运费，将索赔产品退还给颇尔的工厂或颇尔要求的其它场所。所有的索赔都必须提供全套详细记录，包括产品运行状况（如适用）。

(e) In no event shall Pall be liable for any Product altered outside of the Pall's factory by someone other than Pall or for a Product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer.

(e) 任何情况下，颇尔都不对颇尔之外的人员在颇尔工厂以外的地方对产品做出的任何修改负责，也不对由于买方原因造成的产品误用、滥用、不适当安装、应用、操作、维护或修理、改造、事故或在使用、储存、运输或处理过程中的过失或其它疏忽负责。

10. Ownership of Materials: All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Pall, 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 to the extent necessary and solely for Buyer's use of the **Product** purchased by Buyer from Pall hereunder. Buyer shall not disclose any such material to third parties without Pall's prior written consent. 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: (i) alter or modify the Products, (ii) disassemble, decompile or otherwise reverse engineer or analyse the Products, (iii) remove any Product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Pall's rights in the technology and intellectual property relating to the Products, and/or (vi) assist or ask others to do any of the foregoing.

资料的所有权：颇尔制造或披露的所有设备、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非独占地、不可转让地在必要范围内使用该等资料。未经颇尔事先书面同意，买方不得向任何第三方披露此等资料。作为颇尔向买方交付产品的条件，买方不得直接或间接地：(i) 变更或修改产品，(ii) 拆卸、解码或反向工程或分析产品，(iii) 去除任何产品标识或所有权标志，(iv) 修改或创造派生作品，(v) 采取任何与颇尔拥有的与产品相关的技术和知识产权相违背的行为，和/或 (vi) 协助或要求他人实施上述行为。同时，买方亦应保证其员工、代理和代表不得实施上述行为。

11. Patent or Trademark Infringement and Product Liability: Buyer has no authorisation to make any representation, statement or warranty on behalf of Pall relating to the Products sold hereunder. Buyer shall indemnify and defend, at its own expense, Pall against claims or liability for any applicable patent, trademark or other intellectual property infringement and for product liability arising from the preparation of manufacture of Products according to Buyer's specifications, or from Buyer's unauthorised use of Pall's Products or from any changes or alterations to Pall's Products made by persons other than Pall or improper uses of Pall's Products or from the manufacture or sale or use of Buyer products which incorporate or integrate Pall's Products.

专利或商标侵权及产品责任：买方无权代表颇尔对本协议项下所售产品作出任何声明、陈述或保证。由于按照买方规格准备制造的产品，或买方未经授权擅自使用颇尔产品，或颇尔以外的其他人员对颇尔产品进行更改或改造，或不当使用颇尔产品，或制造、销售及使用包含颇尔产品的买方产品，而使颇尔遭受的任何有关专利、商标或其它知识产权侵权及产品责任的索赔或承担的责任，买方应自负费用进行抗辩，并使颇尔免受任何损害。

12. Force Majeure: Under no circumstances shall either Pall or Buyer have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labour shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

不可抗力：在任何情况下，由于极其恶劣的天气或天灾、罢工或其它劳工短缺或动乱、火灾、意外事故、战争、内乱、承运商迟延、正常供应源无法供货、政府行为等超过颇尔和买方合理控制的情况所造成的违约（违反付款义务除外），双方均不承担任何责任。

13. LIMITATION OF LIABILITY: IN NO EVENT WILL PALL BE LIABLE FOR ANY DAMAGES, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING LOSS OF PROFIT, REMANUFACTURING COSTS AND REWORK COSTS, AND LOST BUYER PRODUCT COSTS (OTHER THAN PRICE OF

PALL PRODUCT AND PALL SERVICES) WHATEVER THE CLAIM (TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE) AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OR RESALE OF ANY OF ITS PRODUCTS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL PALL BE LIABLE FOR ANY LOSSES OR DAMAGES IN EXCESS OF THE PRICE PAID TO PALL WITH RESPECT TO THE PRODUCTS AND SERVICES SOLD TO BUYER UNDER THESE TERMS AND CONDITIONS.

责任限定：任何情况下颇尔都不对任何损害、连带、特殊、结果性的或其他的损失承担责任，包括利润损失、重新制造成本和返工成本以及买方的产品成本损失（除颇尔产品和颇尔提供的服务的价格之外），无论该索赔性质如何（侵权、违约、违反合同担保或其它），无论在哪个法庭提起，也无论是否产生于产品或服务的制造、包装、交货、储存、使用、误用、不使用、重新销售或与此相关的原因或任何其它原因。在不影响前述一般性规定的前提下，对于根据本条件和条款出售给买方的产品和服务，颇尔在任何情况下不对超出支付给颇尔的该产品和服务的价格之外的任何损失和损害承担责任。

买方确认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条款项下的责任限定的全部内容。

*** BUYER CONFIRMS THAT (A) PALL HAS DRAWN BUYER'S ATTENTION, AND FULLY EXPLAINED, PALL'S LIMITATION OF LIABILITY IN THIS CLAUSE; AND (B) BUYER HAS CAREFULLY READ AND UNDERSTOOD CLAUSE 13. ***

14. **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.

抵销：买方不应将颇尔对买方所负有的责任与买方对颇尔所负有的到期或可能到期的付款责任进行抵销，反之亦然。

15. **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：作为颇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）颇尔交付产品或其部分受限于颇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，颇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。**

16. **Confidentiality:** If Pall discloses to Buyer any research, development, technical, economic, or other business information of “know-how” of a confidential nature, whether reduced to writing or not, the Buyer will not use or disclose any such information to any other person or company at any time, without Pall's prior written consent. 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 paragraph.

保密：如果颇尔向买方披露了任何具有保密性质的研究、开发、技术、经济或者其它“技术诀窍”商业信息，无论是否以书面方式，买方不得在任何时候使用或者向任何其它人或公司披露该等信息，除非事先得到颇尔书面同意。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。

17 **Miscellaneous:** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Pall and Buyer, comprise the complete and exclusive statement of the agreement between the parties (“Agreement”) and supersede any terms contained in Buyer's documents, unless separately signed by Pall and Buyer. No part of these terms and conditions may be changed or cancelled except by a written document signed by Pall and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify these terms and conditions. If any of these terms are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. These terms and conditions and the contract between Pall and the Buyer 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：本条款与颇尔和买方发出或签署的报价单、订单或确认书构成双方的完整排他协议（“协议”），并替代买方文件中包含的条款（双方另行签订的除外）。除非双方签订书面文件确认，本条款与条件的任何部分均不得变更或撤销。交易习惯、履约习惯、行业惯例或未能执行任何条款均不得用于修改本条款与条件。如果任何条款不能执行，该条款应仅限于对于执行该条款而言的必要范围，其他条款仍然有效。本条款与条件连同颇尔和买方签订的合同受香港特别行政区法律管辖，由此产生的或与之相关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。