

Standard Conditions of Sale, Delivery and Assembly

for

Weiss-Voetsch Environmental Testing Instruments (Taicang) Co. Ltd, (Referred to as “we” or “us” or “our” below)

销售、交付和组装标准条件

伟思富奇环境试验仪器（太仓）有限公司

（以下称为“我方”或者“我方的”）

The following terms and conditions (“**Standard Conditions**”) shall apply to any contract or agreement (referred to hereinafter as “**this agreement**” or “**the agreement**”) concluded between us as seller and our customer as buyer (hereinafter referred to as “**buyer**”) which expressly refers to such Standard Conditions. We and the buyer may be referred to individually hereunder as “Party” or jointly as “Parties”.

1. Applicable Conditions

All of our deliveries and performances are subject to these Standard Conditions as well as to any other contractual agreements which may have been entered into. The purchasing conditions of the buyer shall not

以下条款和条件（“**标准条件**”）应当适用于我方（卖方）和作为买方的我方客户（以下称为“**买方**”）之间订立的且明确援引本标准条件的任何合同或者协议（以下称为“**该协议**”或者“**协议**”）。我方和买方可单独称为“**一方**”或者合称为“**双方**”。

1. 适用条件

我方所有的交付和履约均受限于本标准条件以及可能已经订立的任何其它合约协议。买方的购买条件不包含在该协议中且订单的接受不暗示此内容。

be included in this agreement and the acceptance of orders shall not imply such inclusion.

2. Offers

Our offers are subject to change without notice, unless explicitly stated otherwise in writing.

3. Subject Matter and Scope of Agreement

3.1 Our written order confirmation shall be decisive for determining the extent of our delivery obligations, or in the event of a firm offer made by us, if a timely order confirmation has not been made, then shall such firm offer upon binding acceptance be decisive for the determination of the extent of our delivery obligations. Ancillary agreement and alterations must be made in writing.

3.2 Our product information and descriptive material such as illustrations, drawings sketches and measurement descriptions shall not become subject matter of the agreement and are only approximately decisive, unless we have explicitly designated them as binding.

If changes are made to products after submission of an offer as a result of continual technical development, then we shall have the right to deliver the technically

2. 报盘

我方的报盘如有变更将不另行通知，除非另行书面明确注明。

3. 协议的标的和范围

3.1 我方对订单的书面确认函应当最终确定我方交货义务的范围；或者，对于我方报出的实盘，如果未及时发出订单确认函，则该实盘经有效接受后应当最终确定我方交货义务的范围。补充协议和变更必须以书面形式作出。

3.2 我方产品信息和说明性材料（如：图解资料、图纸、草图和尺寸说明）不应成为协议的标的物并且仅是大约标准的，除非我方已明确指定其具有约束力。

如果在提交报盘之后，因技术的不断发展而对产品作出变动，则我方应有权交付该等产品经技术变更后的型号。与此同时，我方有权与图解说明、图纸、说明颜色以及尺寸、重量、质

modified versions of such products. In doing so, we are entitled to deviations from illustrations, drawings, description color, and measurement, weight, quality and other specifications, as long as these are - under consideration of the interests of both parties - reasonably compatible with the mutual interests of the buyer. It is the obligation of the buyer to inform us when submitting an order, if we may by no means deviate from given specification.

3.3 Our specification shall only apply if we expressly designate them as such in the order confirmation.

3.4 Any authorization/approval which may be necessary for the export and the use of the products to be delivered is to be obtained by the buyer at his own expense. If we assist the buyer in any such endeavors then, he is to reimburse us for any expenses which we incur.

3.5 The buyer shall provide at his expense any media which may be necessary for the assembly and use of the products we are to deliver, in a sufficient quantity and in a non-corrosive form.

3.6 In the event that software is included in our delivery, we shall grant the user a non-exclusive right to use such software, including the corresponding documentation. The software is furnished for the purpose of being used on the delivery item for which it

量以及其它规格发生偏差，只要在考虑到双方利益的情况下，该等偏离合理地符合买卖双方的共同利益。如果要求我方绝不可违反规定的规格，则买方有义务将这一要求在提交报盘时告知我方。

3.3 我方的规格仅在我方的订单确认函中明确指定该等规格为我方规格时，方才适用。

3.4 出口和使用待交付的产品可能需要的任何授权/批准将由买方自负费用获得。如果我方在任何该等获取授权/批准的努力中向买方提供协助，则买方将偿付我方承担的任何费用。

3.5 买方应当自负费用提供为安装和使用我方将交付的商品所可能必需的任何媒介物，该等媒介物应数量充足且不具腐蚀性。

3.6 如果软件属于我方交货范围，我方将授予使用者一项使用该等软件（包括相应的资料）的非独家的权利。提供软件的目的是在设计使用该等软件的交付货物上使用该软件。不允许在两个及两个以上的系统中使用同一软件。

was intended. Use of the software on more than one system is not permitted.

The buyer is only authorized to copy, revise, translate or convert the software from object code to source code to the extent permitted by law. The buyer undertakes not to remove or alter any printed manufacturer specification - in particular copyright information - without previously having our express consent. The buyer is authorized to make two back-up copies.

All other rights to the software and the documentation including copies thereof shall remain with us or with the software supplier. Sublicensing is not permitted.

4. Limiting Condition of Export Authorization/Check of Sanction Register

Shipments and services (the fulfilment of contract) shall be under the provision that fulfilment is not being restricted by any national or international regulations, particularly export control regulation and embargos or any other restrictions.

The contract partners shall obligate themselves to provide all information and documentation needed for the export/domestic shipment/import. Delays caused by the import and export checks, or licensing procedures shall not be regarded as a breach of any lead

除中国法律有强制性特别规定外，买方不允许对软件进行复制、修改、翻译或者将其从结果代码转换为源代码。买方承诺：在未得到我方事先的明确同意时，买方不除去或更改任何打印的制造商说明——尤其是著作权信息。

对软件 and 资料（包括软件和资料的复制品）的所有其它权利应当属于我方或属于软件供应商。不允许再许可。

4. 出口许可的保留、核查制裁名单

货物运输和服务（合同的履行）应不受任何国家或国际法规的限制，特别是出口管制条例、禁运或任何其他限制。

合同双方有义务提供出口/国内装运/进口所需的所有信息和文件。进出口检查或许可等程序造成的延误应不视为违反合同中任何交货时间或最后期限。

times or deadlines stipulated.

If any required licenses for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above mentioned transgression of deadlines, any claims for damages shall be excluded.

5. Copyright, Confidentiality

We reserve and retain all copyright and property rights to samples, cost estimates, drawings, models, templates and similar information, whether of physical or nonphysical nature including information in electrical form, and access to such information is not to be granted to third parties. Copies or other duplicates may only be made for the agreed purpose; neither originals nor duplicates may be handed over to third parties or made available in any other way.

We undertake to grant access to third parties to material which the buyer has designated as confidential, only with the buyer's consent.

如果某些货物无法取得所需的许可证，则该无证货物应被排除在合同标的之外。针对未取得许可证及该无证货物对最后期限的违反，任何损害赔偿请求权的适用均应被排除。

5. 著作权、保密

对于样品、成本估价、图纸、模型、模板和类似的信息（无论其是有形的或者是无形的）包括电子形式的信息，我方保留所有的著作权和财产权，并且将不允许第三方获得该等信息。仅可为约定的目的制作复印件或其它副本，不可向第三方递交原件或副本，也不得以任何其它方式使第三方获得原件或副本。

我方承诺：仅在买方同意的情况下，允许第三方获得买方指定为机密的材料。

6. Prices

Unless otherwise stated, prices shall be understood to be ex-works including loading, but exclusive of packaging and other costs. Value Added Tax is to be added to the prices at the respective legally prescribed rate if the delivery is made within PR China. In the event of export from PR China, we reserve the right to issue an invoice over the lost VAT refund due to reasons caused by the buyer (e.g. late payment).

For performance which is to be completed later than four months after signing the contract, we shall be entitled to charge an appropriated overhead rate on our invoices for wage or material price increases which may have occurred by providing the customers with evidence of such cost increases.

7. Payment, Late Payment, Withholding of Payment, Termination

7.1 Unless otherwise specified, net payment is to be made without deduction of any kind to us, immediately upon receipt of invoice.

7.2 We are in no way obligated to accept bills of exchanges. Any bill charges which may arise are to be born by the buyer. If a bill is not honored, then all of our accounts receivable with the buyer shall immediately become due.

6. 价格

除非另行说明，价格应当理解为包括装载费用在内的出厂价格，但不包括包装和运输费用。如果在中国境内进行交付，将按照相关法律规定的比例将增值税计入价格中，如果是从中国向外出口，我方保留针对因买方造成的原因（如：延迟交付）而导致的增值税退款的损失开具发票的权利。

对于签署合同后四个月以后应完成的履约，我方应当有权在向客户提供工资或材料价格上涨的证据之后针对该等可能已发生的费用上涨在我方发票中加收适当的间接费用率。

7. 付款、延迟付款、拒付、终止

7.1 除非另行规定，在收到发票后将立即向我方进行无任何扣除费用的全额付款。

7.2 我方无任何义务接受汇票。如我方确已接受汇票的，可能产生的任何票据收费将由买方承担。一旦有汇票未被承兑，则我方对买方的所有应收款项应立即到期。

7.3 In the event of late payment, we shall be entitled to charge penalty interest at the level of 0.05% per each day of delay on the due amount. The claim regarding other or higher damages by us remains reserved.

7.3 延迟付款时，我方应当有权针对延误付款的每一天加收到期金额 0.05%的迟延利息。我方保留要求其它的或者更高的赔偿金的权利。

7.4 The buyer is not entitled to withhold payment or to offset such payment due to counterclaims which are disputed by us.

7.4 买方无权拒付，也无权将拒付款项与尚被我方异议的买方反请求权进行抵销。

If, after entering the agreement, it becomes evident that our right to receive payment is in jeopardy as a result of deficient solvency on the part of the buyer, e.g. if our credit sale insurance refuses to insure the buyer's accounts receivable in the full amount, then we shall have the right to refuse performance and to set an appropriate deadline for the buyer, within which he shall either make contemporaneous payment for any deliveries made or provide suitable collateral security.

如果在订立协议之后，有证据显示因买方无力偿付而威胁到我方的付款请求权，比如：我方的商业信用保险拒绝为对买方的全额付款请求提供保险，则我方应有权拒绝履约并且向买方设定一个适合的最后期限，在该最后期限内买方应当为已履行的任何交货进行同期付款或者提供合适的担保。

In the event that the buyer refuses to meet such demands or that the aforesaid deadline expires without success, then we shall be entitled to terminate the agreement and shall have a right to compensation for any damages we may have incurred.

如果买方拒绝满足该等要求或者上述最后期限期满而买方未进行付款或提供担保，则我方应当有权解除协议并应当有权针对我方可能遭受的任何损害要求赔偿。

8. Delivery Date, Delivery Deadline, Delay in Delivery

8. 交付日期、交付最后期限、延迟交付

8.1 The delivery deadline or delivery date shall only be binding if they are designated as such in our order confirmation.

8.1 只有在我方订单确认函中指定的交付最后期限或交付日期才具有约束力。

8.2 The delivery time allowed shall begin expiring no earlier than the submission of the order confirmation, not, however, prior to the receipt of any drawings which required the approval of the buyer, releases for purchasing and procurement documents and paperwork, approval and any necessary information for the carrying out of the production order, the clarification of any commercial and technical questions between the parties to the agreement as well as the fulfilment of any and all obligations by the buyer, e.g. the performance of a specified down payment or the making of payments due from earlier deliveries.

8.3 In the event that noncompliance with the specified delivery deadline is caused by Force Majeure, labor disputes or other events which we are not be able to influence, then the delivery deadline shall be extended by an appropriate and reasonable amount. This shall also apply when such circumstances occur at our subcontractors. We shall inform the buyer as soon as possible as to the beginning and end of such circumstance.

We shall not be held responsible for the occurrence or for the consequences of such circumstance as described above, even if these occur during an existing delivery delay.

8.4 The delivery deadline or delivery date shall be deemed to have been met, if by the expiration of such deadline, the delivery

8.2 约定的交货时间不应于提交订单确认函之前届满，但是，不应早于收到任何需要买方认可的图纸、采购文件、文书的发出、同意和任何履行生产订单的必要信息、协议双方就任何商业和技术问题以及就买方履行任一和全部义务（例如规定的定金的履行或先前交付货物的到期款项的支付）的明确。

8.3 如果未遵守规定的交付最后期限是由于不可抗力、劳动争议或者我方无力施加影响的其它事件造成的，则最后期限应当延长一段适当且合理的时间。这一规定应当还适用于我方分包商发生该等情形时。我方应当尽早告知买方该等情况的开始及终止。

我方不应为上述情况的发生或该等情况的后果负责，即使该等情况发生在交付延误期间。

8.4 如果在交付最后期限届满之前该等交付货物已经离开我方工厂或已被通知准备完毕待装运，

goods have left our plant or have been notified as ready for shipping. To the extent that an acceptance of the goods is to take place, then - expect in cases of justified rejection of the goods - the date of the acceptance procedure is delivery date, or alternatively the notification that goods are ready for acceptance.

8.5 Our obligation to comply with the delivery deadline is subject to punctual and correct delivery by our own suppliers.

8.6 The buyer shall be entitled to immediately terminate the agreement by written notice if we have informed him that performance in its entirety becomes finally and conclusively impossible for us, prior to passage of risk. In addition, the buyer shall also be entitled to terminate the agreement by written notice, if in the course of performing an order, the fulfillment of a part of a delivery becomes impossible and the buyer has a vital interest to refuse a partial delivery. If this is not the case, then the buyer shall be obliged to pay the percentage of the agreement price which corresponds to the partial delivery.

8.7 In the event that we are delayed with our delivery and such delay causes damage to the buyer as proven by the buyer, then the buyer shall be entitled to a lump sum compensation for such damages suffered due to the aforesaid delay in delivery. The lump sum payment shall amount to 0.5% of the value of the part of the delivery which

则应视为符合该等交付最后期限或者交付日期。如果需进行货物验收，则——除货物以正当理由被拒绝外——验收日期为交付日期，或者有关货物已准备完毕供验收的通知日期为交付日期。

8.5 我方遵守交付最后期限的义务受限于我方供应商的按时和正确交付。

8.6 如果我方已经告知买方我方最终不可能履行协议的全部内容，则买方应当有权在风险转移之前以书面通知的形式立即终止协议。此外，如果在履行一份订单过程中，履行某一部分的交付成为不可能且买方出于其重大利益拒绝部分交付，则买方应当也有权以书面通知形式解除协议。如果情况并非如此，则买方有义务支付与部分交付相对应的百分比的合同价款。

8.7 如果我方延误交付且该等延误造成了买方如其证明的损害，则买方应当有权针对上述延误交付导致的损害获得一笔一次性赔偿。对于延误的每个完整星期，该一次性付款的金额应为买方不能按时使用的那部分交付的价值的 0.5% 计算或者按照协议约定的延误交付的后果；但是，该等付款总额不得超过延误交付部分价值

could not be used by the buyer on time or as stipulated by the agreement as a result of the delivery delay, per full week of delay; such payment shall however, not exceed, in total, 5% of the value of the delayed part of the delivery.

If we are delayed with our delivery – subject to legal exceptions – and buyer grants us a reasonable extension of our delivery deadline, and we fail to comply with this deadline, then the buyer is entitled to terminate the agreement within the confines of applicable legal regulations.

Other rights which arise due to delay in delivery shall be determined exclusively by Article 12.2 of these Standard Conditions.

8.8 If shipping or acceptance of the delivery goods is delayed for reasons for which the buyer is responsible, then we shall be authorized, beginning one month after notification that the goods are ready for shipment or that they are ready for acceptance, to charge the buyer for expenses we have incurred, or for a minimum of 0.5% of the invoice amount per month. At the same time, all deliveries and performances made by us to that point shall become due for payment.

We shall, however, after setting an appropriate deadline for buyer to perform its obligation to take shipment or acceptance

的 5%。如果我方延误交付—合法的例外情形除外—并且买方给予我方交付最终期限的合理宽限期，而我方未能遵守这一最后期限，则买方有权在适用的法律规定的范围内终止协议。

如果我方延误交付——法定例外除外——并且买方对我方的交付期限给予一定合理宽限，而我方仍未能在宽限期内进行交付，则买方有权在适用法规的范围内终止协议

因延误交付而产生的其它权利应当仅由本标准条件第 12.2 条决定。

8.8 如果因买方的原因造成交付货物的装运或验收发生延误，则我方应当被授权在通知货物可进行运输或者货物可进行验收之后一个月开始向买方收取我方已承担的费用，或者向买方收取每个月最低金额为发票金额 0.5% 的费用。与此同时，在此之前我方进行的所有交付和履约应得的付款应当到期，且我方有权解除相关协议。

但是，在向买方规定一个适合的最后期限以履行买方进行运输或验收的义务之后且在该等最终期限期满之后，我方应当被授权另行处置交

and after the expiration of such deadline, be authorized to otherwise dispose of the delivery goods and to reschedule delivery to the buyer within a new and appropriate deadline.

付货物并且有权在一个新的且适合的最后期限内重新安排向买方进行交付。

8.9 Partial deliveries are to be permissible to the extent that they are reasonable.

8.9 允许在合理的范围内进行部分交付。

9. Receipt, Acceptance, Passage of Risk, Default in Acceptance

9. 收到、接收、风险的转移、延迟接收

9.1 At the very latest, risk of damages or losses of the goods passes to the buyer when the delivery goods leave our plant, including cases where partial deliveries are made or where we have agreed to other performance including but not limited to assuming responsibility for the costs of shipping, delivery and installation. To the extent that a formal acceptance is to take place, then the acceptance date shall be decisive in determining the passage of risk. Acceptance must be carried out promptly on the acceptance date or alternatively promptly after our notification of readiness for acceptance. The buyer shall not be entitled to refuse the acceptance of the delivery goods if only minor quality deficits are found.

9.1 最迟在交付的货物离开我方工厂的那一刻起，包括如果已经进行分批交货或者我方已经同意进行其它履约（包括但不限于承担运输费用、交付费用和安装费用），货物损毁或者灭失的风险即转移至买方。将进行正式接收的，则接收日期应当确定发生风险的转移日期。接收须在接收日期立即进行或者在我方发出的准备接收的通知后立即进行。如仅发现微小的质量缺陷，买方应当无权拒绝接收交付的货物。

We are entitled to insure all deliveries against transport damage at the buyer's expense.

我方有权针对运输途中的损害为所有的交货投保，费用由买方支付。

In the event that transport damage to a delivery is discovered upon arrival at the buyer's premises, or if such damage later becomes evident, then the buyer is obliged to immediately demand a written explanatory report from the carrier.

9.2 If shipping and/or acceptance of the delivery goods is delayed or does not take place, due to circumstances which we cannot be responsible for, then the risk passes to the buyer as of the day of the notification of readiness to ship or of the willingness of the buyer to accept the delivery goods. We undertake to take out the insurance policy which the buyer requests at the buyer's expense.

9.3 In the event that we damage material delivered to us by the buyer or render such material unworkable, in particular in the course of carrying out processing or repair work, then we shall only be liable if the damage was caused by gross negligence, however such liability shall be restricted to an amount of 10% of the value of the processing work, provided that no legally prescribed regulations dictate unlimited liability.

9.4 We insure customers' material which is stored at our premises against fire, at our own expense. If the buyer desires any further insurance policies be taken out at his

如果交付的货物在到达买方场所后发现因运输造成的损害，或者如果之后该等损害十分明显，则买方必须立即要求承运人提交书面的解释。

9.2 如果交付货物的运输和/或验收非因我方可负责的原因被延误或者未能进行，则在通知货物可以装运之日起或者在买方通知愿意接受交付货物之日两者较早之日起，风险转移至买方。我方承诺购买买方要求的保险，费用由买方承担。

9.3 如果我方（尤其是在加工或维修过程中）损坏买方交付给我方的材料或者该等材料无法使用，则我方应当仅对因我方重大过失而造成的损坏负责，但是，该等责任应当限于加工工作价值的 10%，前提是没有法律规定要求负无限责任。

9.4 我方为存储在我方场地处的客户的材料投保火灾，费用由我方承担。如果买方希望购买其它保险且费用由买方承担，则买方有义务以书面形式提出该等要求。

expense, then it is his obligation to requisition these in writing.

10. Retention of Ownership

10.1 We reverse the right of ownership, and the right of disposition to the delivery goods until such time as all payments from the agreement and any previous agreements have been received, this includes accounts receivable from checks and bills of change as well as those from current accounts. The buyer must cooperate with us with respect to all actions we may reasonably request to be undertaken in order to protect our title with respect to the goods delivered subject to reservation of title. Should a liability related to payment by bill of exchange accrue to us in the course of the buyer's payment, then this shall in no way eliminate our retention to ownership before the responsibility of us being invoked for the bill of exchange is excluded.

Prior to the full and complete settlement of our aforesaid accounts receivable, the buyer shall be entitled to continue using the delivered products in the proper course of his ordinary business, which right shall however not apply if buyer has entered into any agreement with third parties prohibiting the assignment of account receivable as stipulated under Article 10.5 to us. Prior to full and complete settlement, pledging and assignment as security shall be prohibited and resale shall only be permitted for resellers in the course of their usual business, under the condition that

10. 所有权保留

10.1 我方保留对交付货物的所有权以及处置权直至因协议以及之前任何协议产生的所有付款已被收到，包括以支票和汇票形式支付的应付款以及通过经常账户支付的应付款。买方必须配合我方进行我方可能合理要求采取的所有行动以保护我方对所有权尚被保留的交付货物的所有权。如果在买方付款过程中，对我方发生与汇票支付相关的债务，则在我方因汇票产生的责任消除之前该等债务应不以任何形式排除我方对所有权的保留。

在完全彻底地结算上述我方应收账款之前，买方应当有权在其一般业务的正常过程中继续使用已交付的产品，但是如果买方已与第三方订立任何协议禁止按第 10.5 条项下规定向我方出让应收账款，则上述买方的使用权不应适用。在完全彻底的结算之前，应当禁止以质押和出让作为担保且应当仅允许转售商在其正常业务中进行的转售，条件是：该转售商收到其客户的付款并立即将其转交给我方。可能产生的任何中间费用，将由买

the reseller receives payment from his customer and forwards it to us immediately. Any intervention expenses which may arise are to be born by the buyer.

方承担。

- 10.2 In the case of attachments, confiscation or other dispositions and interference of the goods we delivered by third parties, the buyer is obliged to notify us immediately.
- 10.2 如果第三方查封、没收我方交付的货物或者对其进行其它处置和干涉，买方必须立即告知我方。
- 10.3 In the event of behavior of the buyer which violates the agreement, in particular in the event of delayed payment, we shall be entitled, after issuing appropriate payment reminder, to reclaim the delivery goods and buyer shall be obligated to relinquish these.
- 10.3 如果买方的行为违反协议，尤其是发生延误支付，我方应当有权在发出适当的支付催告之后索回已交付的货物并且买方必须将其交还。
- 10.4 The assertion of the reservation of ownership as well as the attachment of the delivery goods by us shall not be deemed as a waiver of other rights under this agreement.
- 10.4 我方保留所有权的主张及对交付货物的扣押不应被视为对本协议项下其他权利的放弃。
- 10.5 The buyer at this point assigns to us all accounts receivable up to the proportionate amount of our invoice, including sales tax/VAT with all ancillary rights, which he accumulates through resale to customers or third parties. This shall also apply in cases where the buyer has placed the purchase money claim which has accrued to him through resale into a current account arranged with a customer or third party. We will accept the assignment. Upon our request, the buyer shall take all measures necessary so as to make such assignment
- 10.5 买方在此向我方转让其通过向客户或第三方转售而累积的所有应收账款，其金额相当于我方发票中成比例的金额（包括营业税/增值税以及所有附属权利）。这一规定还应适用于以下情况：买方已将其通过转售产生的购买价款请求计入与客户或第三方安排的经常账户中。我方将接受该等转让。经我方要求，买方应当采取所有必要的措施使该等转让生效，该等措施包括但不限于将该等转让告知其客户或第三方债务人。

effective, including but not limited to notify its customers or third party obligors on such assignment.

10.6 In the event that goods delivered by us, due to buyer's act, become connected with real estate or moveable property belonging to third parties or with processing within the framework of a contract for work and services, then the buyer at this point shall be deemed as having assigned to us the receivables for work compensation (including receivables for related taxes) and/or the resulting share of co-ownership. Upon our request, the buyer shall take all measures necessary so as to make such assignment effective, including but not limited to notify its third party obligors on such assignment.

10.7 The buyer is hereby authorized to independently collect the preceding accounts receivable which have been assigned, within the framework of his usual order of business, provided that the collected proceeds are promptly forwarded to us.

Such authorization to collect the assigned accounts receivable shall be revoked in the event of delayed payment, the petition for out of court insolvency proceedings or in the case of protest of a check or bill of exchange.

10.6 如果我方交付的货物因买方的行为被附在属于第三方的房地产或动产上或者在加工承揽合同的框架内被加工，则在此应当视为乙方已将对工作补偿的应收账款（含相关税金的应收款）和/或所产生的共有关系的份额转让给我方。经我方要求，买方应当采取所有必要措施使该等转让生效，该等措施包括但不限于将该等转让告知其第三方债务人。

10.7 买方在此被授权在其正常业务秩序的范围内独立收取上述已被转让的应收账款，前提是收到的收益将立即转交给我方。

如果发生延误付款、申请法庭外破产程序的情形或者如果支票或汇票被拒付时，该等收取被转让的应收账款的授权应当失效。

- 10.8 To the extent that the delivery goods have become essential components or immovable fixtures of real property, the buyer undertakes, in the event of noncompliance with the agreed payment deadlines, to allow us to dismantle or dismount such objects as can be removed without causing a substantial impediment to structure, so as retake possession of the objects. If the buyer interferes with our aforesaid rights, then he shall be obligated to compensate us for any resulting damages. The expenses for dismantling, dismounting or other expenses which arise are to be born by the buyer.
- 10.8 买方承诺：如果未遵守约定的支付最后期限，对于已经成为不动产的必要组成部分或者固定装修的交付货物，允许我方在不对结构造成实质性损害的情况下将该等物件拆除或拆卸从而使我方重新占有该等物件。如果买方干涉上述我方权利，则其应当赔偿我方任何因此产生的损失。拆除、拆卸的费用或者产生的其它费用将由买方承担。
- 10.9 If the realizable value of the collateral securities which have been reversed for us, either solely for the purpose of this retention of ownership clause or together with any other collateral, exceeds our secured claims by more than 10%, then we shall be obligated to the same extent to release collateral of our choice, if the buyer thus demands.
- 10.9 如果我方为担保权人的担保（仅因本所有权保留条款或与其它担保一起）的可变现价值超过所担保的我方债权达 10%以上，经买方要求，我方应在相同的范围内按我方的选择解除担保。
- 10.10 We are entitled, at the expenses of the buyer, to insure the delivery goods against theft, fire, water and other damage, unless the buyer can provide evidence of already having done so himself and have duly notified us in writing in advance.
- 10.10 我方有权为交付货物投保盗窃险、火险、水险和其它损害险，费用由买方承担。除非买方可提供证据证明其已经购买该等保险并向我方作出事先书面的正式通知。
- 10.11 In the event of behavior on the part of the buyer which violates the agreement,
- 10.11 如果买方的行为违反协议，尤其是延误付款时，我方应当有权经适当的催告程序之后重

in particular in the event of delayed payment, we shall be entitled to repossess the delivery goods after an appropriate reminder process and the buyer shall be obligated to return the goods.

新占有交付货物并且买方应当归还该等货物以及解除相关协议。

10.12 The filling of a petition for insolvency proceedings by the buyer shall entitle us to terminate the agreement and to demand the immediate return of the delivery goods.

10.12 如果买方申请破产程序，则我方有权终止协议，并要求立即归还交付货物。

11. Liability for Delivery Deficiencies (Warranty)

11. 交付瑕疵的责任（保修期）

With regard to quality defects and deficiencies in title of deliveries, we provide, to the exclusion of any further claims and subject to Article 12, the following warranty:

对于交付货物的质量缺陷和所有权瑕疵，受限于第12条，我方提供以下保证并排除任何其它索赔：

Quality Defects

质量缺陷

11.1 All those parts which prove to be defective due to circumstances or causes which occurred prior to passage of risk are, at our option, either to be reworked at no charge or replaced. The detection of any such defects is to be reported in writing to us immediately. Defective parts which are replaced shall become our property.

11.1 对于被证明因风险转移之前发生的情形或原因导致缺陷的所有那些部分，将根据我方选择对其进行免费返工或更换。发现任何该等缺陷应立即向我方书面报告。被更换的有缺陷的部分应当是我方财产。

11.2 For the carrying out of all reworking or substitute deliveries which we deem necessary, the buyer is to grant us upon notifying us of the problem, the time and opportunity required to remedy the

11.2 为履行我方认为必需的所有重做或更换交付货物的工作，买方将在告知我方问题之后给予我方解决问题所需的时间和机会，否则我方应当对所导致的后果不负任何责任。买方

problem, otherwise we shall be released from any liability for the resulting consequences. The buyer shall only have the right to remedy the defects himself or to have them remedied by third parties and subsequently demand compensation from us for the necessary expenses in urgent cases, where operational safety is at risk, or, in order to prevent extraordinarily large losses or damage from occurring, whereby we are to be notified immediately in such cases.

11.3 Of the direct costs which arise as a result of the reworking or substitute delivery, we shall bear - provided that the complaint proves to be justified - the cost of the substitute parts, including shipping at DAP terms (delivered at frontier, Incoterms 2016) , as well as reasonable costs for installation, disassembly and removal, and, within the People's Republic of China, if desired, and if the circumstance of individual cases make it more economical, the provision of our fitters and support personnel. In all other cases the buyer shall bear such costs. Defective parts which are replaced shall become our property.

11.4 The buyer shall have the right, within the scope of the law, to terminate the agreement, if we - subject to legal exceptions - allow an appropriate deadline, which has been granted to us for the reworking or replacement of the

应当仅在紧急情况下（如操作安全存在危险，或者为了预防发生特大损失或损害时，在此情形下，买方应立即通知我方），有权自行纠正缺陷或者请第三方纠正该等缺陷并随后要求我方补偿必要的费用。

11.3 对于因重做或更换交付货物而产生的直接费用，只要该等异议被证明是正当的，我方应当承担替换部分的费用，包括按照 DAP 条款（边境交货，2016 年国际贸易术语解释通则）的运输费用以及安装、拆卸和移出的合理费用，以及在中国境内如果需要且如果特定情况下更为经济时，我方提供安装和支持人员的费用。在所有其它情况下，买方应当承担该等费用。被替换的有缺陷的部分，应当成为我方财产。

11.4 如果我方被给予一个合理的最后期限对交付货物进行返工或替换，但期限届满而我方未能提供双方约定的满意的结果（法定例外情形除外），则买方应当有权在法律规定的范围内终止协议。若仅存在细微瑕疵，则买方仅有权要求

delivery goods, to expire without providing the satisfactory result agreed upon between the Parties. In only a minor defect is present, then the buyer shall only be entitled to a reduction in the contract price of the delivery goods. In all other cases, the right to price reductions shall be excluded.

降低所交付货物的合同价格。在其他所有情况下，降价的权利应被排除。

11.5 For the following cases in particular, no warranty shall apply:

11.5 保修期不应适用于（尤其是以下情形）：

Improper use or use other than intended use, faulty assembly or commissioning by the buyer or third parties, normal wear, faulty or negligent treatment, improper maintenance, use of unsuitable operating material, inadequate housing, deficient building surface, electrochemical or electrical influences, provided that we are not responsible for such conditions

不恰当的使用或计划使用以外的使用、买方或第三方错误的组装或调试、正常的损耗、错误的或疏忽的处置、不恰当地维护、使用不适合的运行材料、遮蔽物不足、建筑物表面缺陷、电器化学的或电的影响或未按产品相关使用说明或要求使用的，只要我方对于以上情形没有责任。

11.6 If the buyer or a third party carries out repair or overhaul work in improper manner, then we shall not be liable for any resulting consequences. The same shall apply for any alterations which are made to the delivery goods without the prior consent of us.

11.6 如果买方或第三方以不恰当的方式进行维修或检修，则我方不对所导致的任何后果负责。对于未经我方事先同意而对交付货物进行的任何更改，同样适用前述规定。

11.7 If parts or material are delivered by the buyer for the purpose of processing or providing materials which are necessary for the completion of a job order, then, unless otherwise agreed upon, there should be no incoming goods inspection for non-obvious

11.7 对于买方为加工目的或者为完成订单提供所必需的材料的目的而交付的零件或材料，除非另有约定，将不会对该等零件或材料进行针对隐蔽缺陷的来料检验。

defects for such parts or material.

11.8 If computer software is to be included within the scope of our performance, then the following shall apply additionally:

- a) A warranty shall apply that the delivered software does not contain any reproducible errors. The proper and intended use as specified in the agreement, however, is a condition of the warranty.
- b) The buyer is to notify us immediately if program errors are discovered.
- c) Reported errors are to be remedied by us. If the correction of an error proves to be impossible, then we will have to develop an alternative solution to the problem.
- d) If we are unable to fulfill our obligations under above c), then the buyer shall have the option of accepting an appropriate reduction of the payment agreed upon (to include that for equipment of which use is significantly impaired, due to the program error) or the termination of the agreement.
- e) No warranty shall apply that the delivered software meets the special requirements of the buyer.

11.8 如果计算机软件将包含在我方履约范围之内，则还应当适用以下规定：

- a) 应当保证交付的软件不包含任何可再生的错误。但是，按协议规定的恰当使用和按设计用途使用是该等保证的前提条件。
- b) 如果发现程序错误，买方应立即告知我方。
- c) 被告知的错误将由我方进行修正。如果证明不可能对某一错误进行纠正，则我方将必须提供解决问题的其它方案。
- d) 如果我方不能完成（c）项下的义务，则买方应当有权选择对付款进行适当的且经双方约定的扣减（包括对因程序错误而严重影响到使用功能的设备的付款扣减）或者解除协议。
- e) 我方不担保所交付的软件满足买方的特殊要求。

Deficiencies in Title

11.9 Should the use of the delivery goods lead to a breach of industrial property rights or copyrights, then we will, in principle, secure at our expense the right for the buyer to continue using the delivery goods, or, we will modify the delivery goods in a manner which is reasonable for the buyer and which eliminates the breach of property rights.

If this is not possible to be done under economically suitable conditions or within a suitable period of time, then the buyer is entitled to terminate the agreement. We also shall be entitled to propose a termination of the agreement in such a case.

Moreover, we shall indemnify the buyer against any undisputed claims of the respective owner of the property right or against such claims which are pronounced and granted through due process of law.

11.10 Our obligations pursuant to Article 11.9, in the event of breach of property rights and copyrights are ultimately subject to Article 12 below.

Such obligations shall only exist if:

- the buyer notifies us immediately about asserted breaches of property rights or copyrights,

权利瑕疵

11.9 如果对交付货物的使用导致违反工业财产权或著作权，则我方将原则上保证买方继续使用交付货物的权利，费用由我方承担；或者，我方将以对买方来说合理的且不再侵害受保护权利的方式修改交付货物。

如果上述修改不可能在经济可行的条件下进行，或者不可能在适合的时间内进行，则买方有权终止协议。我方在该等情况下也应有权提出终止协议。

此外，我方应保证买方免于承担受保护权利的有关权利人提出的任何无争议的或经正式法定程序宣告和做出的发生法律效力索赔请求。

11.10 在侵害产权和著作权情形下，我方按照第 11.9 条产生的义务将最终受限于下文第 12 条。

该等义务应当仅在以下情况存在：

- 买方立即告知我方所主张的对受保护权利或著作权的侵害，

- the buyer provides us with reasonable support in our efforts to defend against any asserted claims or allows us to carry out the modification measures pursuant to Article 11.9,
 - all defensive measures, including out of court settlements, are left open to us as options,
 - the deficiency in title does not stem from an instruction given by the buyer, and
 - the breach of rights was not caused by the buyer modifying the delivery goods on his own or using them in a manner not authorized by the agreement.
- 买方在我方对任何所主张的索赔进行抗辩的过程中提供合理的支持或允许我方根据第 11.9 条采取修改措施,
 - 所有的抗辩措施, 包括庭外和解, 均是我方可采用的措施,
 - 权利瑕疵并非因买方授意而产生, 并且
 - 权利侵害不是因买方自行修改交付货物或者以未经协议授权的方式使用该等交付货物而造成的。

12. Liability

12.1 If, due to our fault, the delivery goods cannot be used by the buyer as specified in the agreement, as a result of our failure to implement or failure to properly implement suggestions or advice made by the buyer or our violation of any other subordinate contractual obligations, in particular the obligation to provide instructions for the use and maintenance of the delivery goods, then the provisions stipulated in Articles 11 and 12.2 shall respectively apply, to the exclusion of any further claims of the buyer.

12.2 For damage which has not occurred to the delivery goods themselves, we shall, for whatever legal reasons may apply, only be liable:

12. 责任

12.1 如果因我方的过错, 我方未能实施或未能正当实施买方提出的建议或意见或者我方违反任何其它次要的合同义务(尤其是提供使用和维护交付货物的指南的义务)从而导致买方无法按协议规定使用交付货物, 则应当分别适用第 11 条和第 12.2 条的规定, 并且排除买方的任何其它权利主张。

12.2 对于交付货物本身以外发生的损害, 无论可适用何种法律事由, 我方应仅对以下情况负责:

- in the case of property losses of the buyer due to our intentional act or gross negligence on the part of the owner, high managerial agents or executive employees, however, the penalty shall not exceed 20% of the chamber value under the contract,
- 如果买方的财产损失是由于我方业主、高级管理人员或执行雇员的故意行为或重大过失造成的，但我方对前述财产损失承担的赔偿责任不应超过合同项下该产品价款的 20%;
- in the case of personal injuries on the buyer's side due to our intentional act or gross negligence on the part of the owner, high managerial agents or executive employees.
- 如果买方发生的人身伤害是由于我方业主、高级管理人员或执行雇员的故意行为或重大过失造成的。

Any other claims are excluded.

排除任何其它索赔要求。

12.3 We shall not be liable for consequential, indirect or incidental damages, including without limitation loss of profit and production, except as expressly set out in the Contract. This shall not apply on damage to persons. For damage to property we shall only be liable within the scope of the benefits of our liability insurance.

12.3 除非合同中明确规定，否则我们不承担任何间接或偶然的损害赔偿，包括但不限于利润和生产损失。这不适用于人身伤害。对于财产损失，我们仅在责任保险范围内负责。

12.4 If, due to the buyer's fault, which caused the property losses of the buyer or personal injuries on the buyer's side, or it is re-sold to 3rd party, which caused the property losses of the 3rd party or personal injuries on the 3rd party, or any property losses or personal injuries to 3rd party not due to our fault, our responsibility shall be waived.

12.4 若因买方过错，造成的财产损失或者人身伤害；或者转售第三方后，给第三方造成的财产损失或者人身伤害；或者非因卖方原因，给第三方造成的财产损失或者人身伤害，我方的责任将予免除。

13. Our Claims for Damage Compensation in the Event of Nonperformance on the Part of the Buyer

13. 我方针对买方不履行提出的损害赔偿请求

In the event that we are entitled to demand compensation for damages due to non-

当我方有权因买方不履行而要求损害赔偿时，则将赔偿的损害赔偿金的总额至少是约定的价款的 20%（不含销售税/增值税）。如果我方

performance of buyer, then the lump-sum damages to be compensated are to amount to at least 20% of the price agreed upon, without sales tax/VAT. The amount of compensation is to be increased if we can provide evidence of larger damages.

能够提供证据证明赔偿金金额应当更高，则将增加赔偿金额。

14. Assembly, commissioning

14. 组装、调试

To the extent that assembly and/or commissioning are to be included within the scope of our performance, then the following supplementary conditions shall apply:

对于包含在我方履约范围内的组装和/或调试，应当适用以下补充条件：

14.1 Price

14.1 价款

Unless otherwise agreed upon, performance is to be compensated according to the amount of time needed, using our current rates for assembly. Additional payment is to be made for material expenses, as well as for travel expenses for our personnel, transport expenses, customs, custom's charges, transport insurance for luggage and tools, expenses for the procurement of identification documents as well as for other out-of-pocket expenses such as telephone charges etc.

除非另行约定，否则将按照所需的时间以及我方当前的组装费率计算履约报酬。对于材料费用以及我方人员的差旅费用、交通费用、海关费用、海关收费、行李和工具的交通保险费、购买鉴别材料的费用以及如电话费等其它实际支出，将另行付款。

14.2 Invoicing

14.2 出具发票

The buyer is obliged to certify the working, traveling and waiting time required by the assembly personnel, as well as their work output, on the assembly personnel. If the buyer refuses certification, or if for some other reason it is not possible for our personnel to obtain the certification, then invoicing shall be carried out on the basis of assembly registration forms filled out

买方有义务证明组装人员所需的工作时间、差旅时间和等待时间以及该等组装人员的工作量。如果买方拒绝出具该等证明，或者如果因某些原因我方人员不可能获得该等证明，则应当基于我方人员填写的组装登记表开发票。

by our personnel.

All secondary jobs (for example masonry, mortising, plastering, carpentry, electrical wiring and connections, ground work and painting) are not included in the offer unless they are listed in separate posts with their corresponding quantities and prices. Work services which we carry out and which are not included in the original job order, are to be compensated in addition to the services included in the original job order, at our respective cost rates. The same shall apply for additional costs which we incur when, for reasons which we are not responsible for, our work services are interrupted.

14.3 Assistance by the Buyer

The buyer is obligated, at his own expense, to provide assistance during the carrying out of the work services. In particular, he is obligated to:

- a) provide the necessary amount of suitable auxiliary personnel (masons, carpenters, fitters and other craftsmen and technicians) at the time when they are needed for the assembly work,
- b) conduct all ground, construction, bedding and framing and scaffolding work, including the acquisition of building
- c) materials, the placing of power and cooling water connections and drains, the setting up of sanitary facilities, electrical wiring, masonry and carpentry work, in a timely

所有次要的工作（比如：泥瓦、榫眼、粉墙、木工、排电线和连接、平整地面和粉刷）将不包括在报价之内，除非上述内容在单独的岗位项下列出并注明其相应的数量和价格。对于我方履行的但并未包含在原始工作订单中的工作服务，将在原始工作订单包含的服务之外，另行按照我方有关的费率进行支付。该等规定同样适用于当我方的工作服务因除我方负责的原因被中断时我方发生的额外费用。

14.3 买方提供协助

买方有义务在工作服务履行过程中提供协助，费用由买方自行承担。买方尤其有义务：

- a) 在组装工作需要辅助人员时（泥瓦工、木匠、装配工和其它工匠和技术人员）提供必要数量的该等适当的辅助人员，
- b) 及时地进行所有平整地面、建筑、镶嵌和搭建脚手架的工作，包括获得建筑材料、排布
- c) 电力线、冷水接头和排水管，安装卫生设施、电线、进行泥瓦工作和木工工作，

manner,

- d) prepare the necessary paths and for the delivery of assembly parts and suitable approach ways for cranes,
 - e) prior to the beginning of assembly work, provide the necessary information pertaining to covered electricity cables and gas and water pipes or other similar installations, as well as needed information about the structural statics, without being asked,
 - f) provide heating, lighting, energy and water, including any necessary connections,
 - g) provide all required dry, lockable and theft-proof rooms for the storage of tools and for use as utility rooms for assembly personnel,
 - h) safeguard the assembly site and materials from damaging influences of any and all kinds,
 - i) point out any hazards (e.g. fire hazards in rooms or for materials) which could arise in connection with cutting, welding, thawing and soldering and take any necessary precautionary measures (for example the posting of fire guards, provision of fire extinguishing equipment and material etc.),
- d) 为交付组装部件铺设必要的路径以及为吊车铺设适当的移动路径,
 - e) 在组装工作开始之前, 主动提供有关隐蔽的电力线、煤气管、水管或其它类似安装管线的必要信息, 以及有关结构数据的必要的信息,
 - f) 提供热、照明、能源和水, 包括任何必需的连接点
 - g) 提供所有要求的干燥、带锁且防盗的房间用于储藏工具和作为组装人员使用的杂物间,
 - h) 保护组装场地和材料使其不受任何及所有损害性影响,
 - i) 指出与切割、焊接、熔化和锡焊相关而可能产生的任何危险(比如: 房屋中或材料存在的火灾危险), 并采取任何必要的预防措施(如: 安置火警人员、提供灭火设施和材料等),

- j) provide suitable or protective clothing in the case of difficult or complicated working conditions like the presence of harmful vapors, gases, acids, dust particles etc.. The same shall apply for protective clothing and protective equipment which are required due to special circumstances at the assembly site and which are not typical for our industry; and to advise any staff involved in assembly to comply with relevant safety regulations applicable to the assembly,
- k) immediately provide any necessary medical care should one of our assembly personnel become ill or suffer an accident, and notify us immediately and
- l) acquire any required visas and work permits for the assembly personnel, in the event that the assembly site is located outside the People's Republic of China, promptly procure any prerequisite authorization from public authorities or any other permission which may be required for the carrying out of the work or setting up of equipment or installations, inform our assembly personnel as to all obligations (reports etc.) to local authorities and to assist them in acquiring any needed permits which would guarantee them mobility in the country or to return home at any time in the possession of their property.

- j) 在工作环境危险或复杂的情况下（如暴露在有害蒸气、气体、酸、微尘等之下），提供适当的或保护性的防护衣。对于因组装场地的特殊环境而要求的且非我方行业所特有的防护衣和防护设备，同样适用前述规定；并且建议参与组装的任何人员遵守适用于组装的相关安全规定；
- k) 如果我方组装人员生病或遭遇事故，立即提供必要的医疗救护并立即告知我方，并且
- l) 如果安装场地位于中国境外，为安装人员取得任何必需的签证和工作许可证；立即从公共机关取得任何前置性许可或者开展工作或安装设备可能需要的任何其它许可；告知方安装人员其应向当地机关履行的所有义务（报告等）并且协助我方组装人员获得保证其在该国自由行动或随时携带其财产回家所需的任何许可。

14.4 Acceptance

14.4 验收

With regard to equipment we assembled, the buyer is obligated to inspect and accept the equipment and our assembly work as soon as he has been notified of its completion. The equipment and assembly work is to be considered as accepted after a successful trial commissioning, even if the buyer did not, despite the request of our personnel, take part therein.

对于我方组装的设备，买方有义务在其已被告知组装完成之后立即对设备和我方的组装工作进行验收。在成功进行试运行后设备和组装工作将视为已被接受，即使（虽经我方人员要求）买方未曾参加该等试运行，但不影响验收的进行和通过。

Upon request, individually completed phases of the total work service performance are to be specially accepted. If the equipment has been entirely or partially put into use or if the inspection and acceptance has been delayed through no fault of ours, then the acceptance is to be deemed as concluded after a period of two weeks subsequent to notification of completed assembly.

经要求，全部工作服务履行中单独完成的部分将被特别验收。如果设备已经全部或部分投入使用，视为该部分已验收合格；如果非因我方过错而使验收被延误，则验收将视为在通知组装工作完成后两周期满之后完成。

The use of the equipment prior to acceptance may only take place with our express consent, in which case, parts which have already been installed into equipment including the respective partial assembly work are to be considered as already accepted.

只可在我方明确同意的情况下，在接收之前使用设备，在该等情况下，已经被安装在设备中的零件包括相关的部分安装工作将视为已被接受。

15. Time Limitation of Claims

All claims of the buyer-whatever legal principles they may be based upon- shall be subject to legal statutes of limitations.

15. 索赔时效

买方提出的所有权利主张 — 无论其基于何种法律原则 — 均应当受限于法律规定的时效。

16. Legal Validity of the Agreement

Should any part of these Standard Conditions or the agreement become legally invalid, then the remaining parts shall remain binding and effective. This shall not apply in cases where such invalidity makes it impossible for a Party to further perform the agreement.

Should a clause be entirely or partially invalid, then the Parties are to immediately make all efforts to achieve the economic outcome which was the intent of the invalid clause, in another legally feasible manner.

17. Force Majeure

17.1 Neither Party can be held responsible for non-fulfillment of a Contract, provided the non-fulfilling Party proves that this is caused by force majeure, including but not limited to labour conflict involving other than our employees unless an involvement of our employees is due to national labour conflict, a general shortage of the required raw materials, terrorism, fire, pandemics, epidemic, floods, lock-out, theft, export and import prohibitions, currency restrictions or other obstructions beyond its control, which could not reasonably have been avoided, foreseen or limited.

17.2 The Party intending to claim relief due to force majeure shall, in writing, without delay inform the other Party of the obstruction(s) and the implication of this for the fulfillment of the Contract. This Party is furthermore obligated loyally to co-operate in mitigating the

16. 协议的合法有效性

如果本标准条件或协议的任何部分在法律上变为无效，则其余部分应当仍具有约束力并保持有效。如果该等无效的规定使一方不可能继续履行协议，则不应适用前述规定。

如果某一条款的全部或部分无效，则双方应立即尽全力以其它法律上可行的方式达到该等无效条款意图达到的经济效果。

17. 不可抗力

17.1 如果不履行方证明合同的不履行系不可抗力导致的，包括但不限于除我方员工之外的其他劳动冲突，除非我方员工的参与是由于国家劳动冲突、所需原材料的普遍短缺、恐怖主义、火灾、流行病、水灾、停工、盗窃、进出口禁令、货币限制或超出其控制范围且无法合理预见、避免、克服的其他障碍，则任何一方对不履行均不承担责任。

17.2 主张因不可抗力而免除责任的一方应立即书面通知另一方该障碍及其对履行合同的影响。此外，该方有义务在减轻不可抗力情况的后果方面予以忠实合作。

consequences of a force majeure situation.

17.3 In case the force majeure situation would not be brought to a termination within three (3) months, the other Party is entitled to cancel the Contract by written notice with immediate effect.

18. Jurisdiction, Applicable Law

Any disputes or claims arising from the execution of or in connection with these Standard Conditions or any agreements based on these Standard Conditions, or agreements in which these Standard Conditions have been incorporated, shall be solved by friendly consultation between both Parties. If the dispute hasn't been solved by friendly consultation between both Parties in 60 days after its occurrence, the dispute shall exclusively and finally be settled by China International Economic and Trade Arbitration Commission ("CIETAC") and arbitrated in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The seat of arbitration shall be Shanghai. The hearing shall be held in Shanghai. The language to be used in the arbitration shall be [English]. The decision of arbitration is final and binding to both Parties. The costs of the arbitration shall be borne by the Party or the Parties as designated in the arbitration award. In the process of arbitration, the Parties shall continue to exercise their respective rights and fulfil their respective obligations except insofar as rights and obligations in relation to the dispute are concerned. The arbitration tribunal shall consist of three arbitrators, appointed in accordance with the

17.3 如果不可抗力情况未能在三（3）个月内终止，另一方有权以书面形式通知对方解除合同，即时生效。

18. 管辖权、适用法律

因签署本标准条件或者任何基于本标准条件制订的协议或者包含了本标准条件的协议而产生的任何争议或者权利主张，或者与本标准条件或者任何基于本标准条件制订的协议或者包含了本标准条件的协议相关而产生的任何争议或者权利主张，应当通过双方的友好协商解决。如果在争议发生 60 天内双方未能通过友好协商解决争议，该争议应当仅通过由中国国际经济贸易仲裁委员会（“CIETAC”）根据该委员会在争议提交时有效的仲裁规则进行的仲裁予以最终解决。仲裁地点应为上海，开庭地为上海，仲裁语言为【英文】。仲裁的裁决是终局的且对双方具有约束力。仲裁的费用应当由仲裁裁决指定的一方或者双方承担。在仲裁过程中，双方应当继续行使各自的权利并履行其各自的义务，但与争议相关的权利和义务除外。仲裁庭应当由根据上述委员会的仲裁规则指定的三名仲裁员组成。

arbitration rules of above Commission.

The relevant laws of the People's Republic of China shall exclusively apply to legal relations between us and the buyer. 中华人民共和国相关法律应排他性地适用于本合同中的双方法律关系。