

De Nora Elettrodi (Suzhou) Co., Ltd. and its Shanghai Pudong Branch

迪诺拉电极（苏州）有限公司及其上海浦东分公司

De Nora China-Jinan Co., Ltd.

山东迪诺拉工程设备技术有限公司

De Nora Water Technologies (Shanghai), Ltd.

迪诺拉水务工程（上海）有限公司

GENERAL TERMS AND CONDITIONS OF SALE

通用销售条款和条件

1. APPLICABLE TERMS

适用条款

- 1.1. The sale of products, goods, or components (the **"Product(s)"**) and/or the provision of services (**"Services"**) by any of the above De Nora group companies (each, a **"Seller"** or **"De Nora"**) to any third party (**"Purchaser"**, and with Seller, each a **"Party"** and collectively the **"Parties"**) is limited to and made expressly conditional on Purchaser's acceptance of these General Terms and Conditions of Sale (these **"General Conditions"**) along with any and all associated purchase orders, quotations, proposals, special conditions or other contract documents (including any expressly incorporated specifications or drawings) (**"Seller's Documentation"** and, collectively with these General Conditions, the **"Contract"**). Any purchase order delivered by Purchaser will be final and binding on Seller when accepted in writing by Seller. Purchaser shall have no right to unilaterally cancel any purchase order after acceptance by Seller.

上述任何迪诺拉集团公司（下称“卖方”或“迪诺拉”）向任何第三方（下称“买方”，与卖方一起，单称“一方”，合称“双方”）销售产品、货物或部件（下称“产品”）和/或提供服务（下称“服务”），均以买方接受本通用销售条款（本“通用条款”）以及任何和所有相关的采购订单、报价单、方案、特别条款或其他合同文件（包括任何明确包含的规范或图纸）（“卖方文件”，与本通用条款合称“合同”）为限，且以此为明确的前提条件。买方下达的任何采购订单在卖方书面接受后即为最终订单并对卖方具有约束力。在卖方接受后，买方无权单方面取消任何采购订单。

- 1.2. These General Conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Purchaser or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise, unless specifically agreed to in writing by both Parties. These General Conditions shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications issued by Seller or Purchaser shall annul or vary them, unless expressly agreed by both Parties in writing.

本通用条款优先于由买方或卖方提出或发布的任何不一致或补充的条款或条件，包括任何采购订单、确认书、方案或其他书面或其他通信中包含的任何补充或不同条款，除非双方以书面形式明确同意。除非双方以书面形式明确同意，否则不得更改本通用条款，卖方或买方发布的任何报价单、信函、通知书、发票或其他函件中包含的任何条件均不得废除或更改本通用条款。

- 1.3. Purchaser's acceptance of delivery or the full or partial payment of the purchase price hereunder shall constitute Purchaser's express and unconditional acceptance of all the General Conditions, notwithstanding any other inconsistent terms, documents, prior dealings, or usage of trade.

尽管有任何其他不一致的条款、文件、先前交易或贸易惯例，买方接受交货或全额或部分支付本合同项下的货款，即视为买方明确和无条件地接受所有通用条款。

2. PRICES AND PAYMENT TERMS

价格和付款条件

- 2.1. Purchaser shall pay the full purchase price as set forth in Seller's Documentation without any deduction by way of set-off, counterclaim, discount or otherwise in strict accordance with Seller's Documentation. All prices and payments shall be in RMB unless otherwise expressly noted in Seller's Documentation.

买方应严格按照卖方文件支付其中规定的全额货款，不得以抵消、反索赔、折扣或其他方式扣除货款。除非卖方文件中另有明确说明，否则所有价格和付款均应以人民币表示。

- 2.2. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, VAT, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction including any governmental imposed duties introduced after the date of the Contract. Purchaser shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Unless specifically noted otherwise in Seller's Documentation, payment terms are net 30 calendar days from date of invoice. If Purchaser is required by applicable law to withhold any amounts paid or payable to Seller for tax purposes, (a) the amount paid or payable shall be increased by the amount that it would have received had not taxes been withheld and (b) Purchaser shall forward proof of such legally required withholding to Seller as soon as reasonably practicable.

除非卖方文件中另有明确说明，否则价格不包括因本交易产生或适用于本交易的任何及所有销售税、使用税、消费税、从价税、财产税或其他任何种类的税费或征收款，这包括在本合同日期之后产生的任何政府征收的关税。买方应直接支付或一经要求立即向卖方付还任何及所有此类税款。除非卖方文件中另有明确说明，付款期限为自发票日期起30个日历日内。如果买方依据适用法律必须从任何已付或应付给卖方的货款中预扣任何税费，则(a)已付或应付金额应增加，以使付款额达到在未预扣税款的情况下买方本应收到的金额；(b) 买方应在合理可行的情况下尽快将法律规定的预扣税款证明转交给卖方。

- 2.3. Where payment is made by letter of credit the terms of payment and payment milestones shall be determined by the terms of the letter of credit agreed by the Parties. Purchaser and Seller shall each pay their bank fees and charges relative to their side of the transaction. Any payments delayed from the specified due date shall be subject to interest at 1.5 times of the applicable one-year Loan Prime Rate published by the National Interbank Offered Rate Center. Any payment delayed longer than fifteen (15) days shall entitle De Nora to interrupt its supply and be indemnified by Purchaser for any additional loss.

在以信用证方式付款的情况下，付款条件和付款里程碑应根据双方同意的信用证条款确定。买方和卖方应各自支付其银行费用。任何从指定到期日起延迟支付的款项，应按全国银行间同业拆借利率中心公布的适用的一年期贷款最优惠利率的1.5倍计算利息。任何付款逾期超过十五(15)天时，迪诺拉有权暂停供货，并由买方赔偿任何额外损失。

- 2.4. If advances, progress payments, or milestone payments are included in the Seller's Documentation, such payments shall be required to be made in strict accordance with the Seller's Documentation. Seller reserves the right, among other remedies, to suspend further deliveries in the event Purchaser fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Purchaser's financial condition become unsatisfactory or insecure, in Seller's discretion, Seller shall have the right, at its option, to require from Purchaser payment in advance, cash payment upon delivery, or satisfactory security.

如果卖方文件中包含预付款、进度款或里程碑付款，则此类付款应严格按照卖方文件进行。除其他救济外，卖方保留在买方未能支付任何一批货物的到期货款时暂停继续交货的权利。所有合同均须进行信用审批。如果卖方根据自己的判断认为买方的财务状况变得不令人满意或不安全，卖方有权自行决定要求买方提前付款、货到付款或提供符合要求的担保。

3. DELIVERY, TITLE AND RISK OF LOSS

交货、所有权和损失风险

- 3.1. Delivery dates set forth in Seller's Documentation are approximate and Seller will make commercially reasonable efforts to meet same. Timely delivery is subject to prompt and timely receipt from Purchaser of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by letter of credit, timely delivery is further subject to timely receipt of such payment or issuance of such letter of credit. Unless otherwise mutually agreed in writing, all liability to Purchaser for delay in delivery or performance is excluded.

卖方文件中规定的交货日期为估算日期，卖方将尽商业上的合理努力遵守。及时交货的前提是及时地从买方处收到准确完整的技术和运输信息。卖方保留部分发货的权利，其发票金额应根据以上规定的付款条件到期支付。如果是预付款或信用证付款，及时交货还取决于是否及时收到付款或开具信用证。除非双方另有书面约定，否则买方对延迟交货或履约不承担任何责任。

- 3.2. Unless otherwise agreed in writing, title to all Products shall pass to Purchaser, except for Intellectual Property Rights, which shall remain Seller's exclusive property, on full payment of the purchase price.

除非另有书面约定，所有产品的所有权应在买方付清货款后转移给买方，但知识产权除外，知识产权仍为卖方的专有财产。

- 3.3. All shipping and handling costs are to be paid by Purchaser. Purchaser is liable for compliance with all laws and regulations governing the unloading, storage, importation, handling and use of all Products in the country of destination.

所有运输和装卸费用均由买方支付。买方有责任遵守目的地国家有关所有产品的卸载、储存、进口、搬运和使用的有关法律和法规。

- 3.4. Whether or not installation Services are performed by Seller, risk of loss shall pass to Purchaser in accordance with the stated shipping terms under Incoterms 2020. Unless otherwise agreed and specified in Seller's Documentation, shipping terms are Ex Works Seller's facility. Seller will notify Purchaser when Products are available for shipment. Purchaser must provide Seller with specific written instructions as to Purchaser's preferred method of shipment or common carrier. If Purchaser does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Purchaser's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Purchaser. Alternatively, Seller may choose to store the Products and may charge Purchaser all incurred storage and handling expenses and fees.

无论卖方是否提供安装服务，损失风险均应根据《国际贸易术语解释通则2020》中规定的运输条款转移给买方。除非卖方文件中另有约定和规定，运输条款为卖方工厂交货。卖方将在产品可供装运时通知买方。买方必须向卖方提供具体的书面指示，说明买方首选的装运方法或共同承运人。如果买方在收到产品可供装运的通知后七(7)个日历日内未安排货运承运人或货运代理提货，卖方可自行决定安排货运承运人或货运代理提货并将其装运给买方，费用由买方承担。卖方也可以储存产品，并向买方收取所有储存和搬运费用。

- 3.5. In the event Purchaser requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Purchaser and risk of loss shall pass to Purchaser at such time as Products are made available for shipment but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Purchaser, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Purchaser's expense and based upon terms and conditions as agreed in writing by the Parties.

如果买方要求将交货日期推迟到卖方文件中规定的日期之后，卖方可向买方开具发票，损失风险应在产品可供装运时转移给买方，但无论如何不得早于卖方文件中规定的交货日期。如果买方推迟交货，卖方应尽力但无义务按照双方书面约定的条款和条件储存产品或找到储存场所，费用由买方承担。

- 3.6.** If Purchaser delays, prevents or impedes performance by Seller, Seller shall be entitled to an extension of time and to recover any additional costs incurred due to such delay, prevention or impediment including additional storage costs demobilization / re-mobilization costs, travel and transportation costs.

如果买方延迟、阻止或妨碍卖方履约，卖方应有权延长交货时间，并有权收回因延迟、阻止或妨碍而产生的任何额外费用，包括额外产生的仓储费用、卸货/重新装运费用、差旅和运输费用。

- 3.7.** Prior to installation, Products must be stored by Purchaser in accordance with the storage instructions that may be a part of Seller's instructions or other documentation for Product installation, maintenance, and care. In the absence of specific instructions in the Seller's Documentation, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Purchaser's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Purchaser prior to installation. If Products are stored by Purchaser for a period of 60 days or more, Purchaser shall reimburse Seller for all reasonable costs of such inspection.

在安装之前，产品必须由买方按照卖方的产品安装、维护和保养说明或其他文件中的储存说明进行储存。在卖方文件中没有具体说明的情况下，产品在安装前必须存放在一个密闭的空间内，防止风雨、灰尘和物理损坏，并提供适当的温度、湿度和通风条件，以防变质。如果买方未能遵守卖方的存储说明，则可能会导致产品损坏，并使本合同项下的保证失效。卖方有权在安装前检查买方储存的产品。如果产品由买方存放 60 天或更长时间，买方应向卖方偿还此类检查产生的所有合理费用。

4. PERMITS, REGISTRATIONS AND LAWS

许可证、注册和法律

- 4.1.** Purchaser is responsible for obtaining and maintain all permits and registrations and for compliance with local laws and regulations concerning permitting, registration, installation and use of the Products or the provision of Services. Purchaser shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Purchaser's failure to comply with any and all applicable laws, permits and regulations.

买方有责任获得并保持所有许可和注册，并遵守当地有关许可、注册、安装和使用产品或提供服务的法律和法规。买方应赔偿卖方因买方未能遵守任何及所有适用法律、许可和法规而造成的任何及所有费用、损失、罚款和违约金，并使卖方免受损害。

- 4.2.** Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for customs clearance or import duties of any kind.

除非根据有关产品装运的特定《国际贸易术语解释通则》另有约定，否则卖方不承担任何清关或进口关税的义务或责任。

- 4.3.** Seller may provide reimbursement to Purchaser or Purchaser's representative for their reasonable and bona fide travel and lodging expenses in connection with Purchaser's purchase of Products or Services hereunder. Any such reimbursement is NOT a payment, gift, offer or promise of anything of value, but is rather provided to Purchaser for the sole purpose of reimbursing Purchaser's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products or Services being offered by Seller to Purchaser.

卖方可以给买方或买方代表报销与买方根据本合同购买产品或服务有关的合理和善意的差旅和住宿费用。任何此类报销均非付款、礼品、提供或承诺提供任何有价值物品，提供给买方的唯一目的是报销买方与卖方向买方提供的产品或服务的促销、演示或解释有关的合理差旅和住宿费用。

- 4.4.** Purchaser warrants and undertakes to Seller that in connection with this Contract and the performance thereof, it shall comply with:

买方向卖方保证并承诺，在本合同及其履行过程中，买方应遵守以下规定：

- (i) all applicable laws rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and the Italian Legislative Decree 231/2001) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to the Seller or to or any other person or entity related to this Contract;

所有适用于打击贿赂和腐败的法律、法规和规章（包括但不限于美国《反海外腐败法》（“FCPA”）、英国2010年《反贿赂法》和意大利第231/2001号法令），不得直接或间接向任何一方（包括政府、政府控制的企业或公司或政党的雇员或官员）支付、提供、承诺提供或给予任何有价值的物品（包括服务），前提是知道或相信这些金

钱或有价物品将被用来影响该等人士或任何政府机构的任何行为或决定，以便为卖方或与本合同有关的任何其他个人或实体获得不正当的利益；

- (ii) the Code of Ethics as adopted from time to time by the Seller and available for consultation by the Purchaser on the Seller's website at [Code of Ethics | De Nora](#);

卖方不时采用的《道德准则》，买方可在卖方网站上的“[《道德准则》|迪诺拉](#)”部分查阅；

The Seller shall have the right to terminate this Contract forthwith upon written notice to the Purchaser at any time if in the Seller's reasonable judgment, the Purchaser is in material breach of any of the above representations or undertakings.

如果卖方合理判断买方严重违反上述任何声明或承诺，卖方有权在任何时候书面通知买方后立即终止本合同。

- 4.5. The Purchaser acknowledges and agrees that the Seller, as part of Industrie De Nora Group incorporated in Italy, is required to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under applicable China, European Union (EU), Italian, United Nations (UN), United States of America (USA) or United Kingdom (UK) (collectively, the “Measures”). The Purchaser represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures, nor owned or controlled by any such person or entity (a “Designated Party”) (ii) it shall comply with all Measures applicable to Seller and/or Purchaser and/or the Products and to such effect shall take all the necessary steps to ensure full compliance thereof and (iii) it shall not export, resell, transfer or otherwise make available, directly or indirectly (including without limitation through shippers or forwarders), any Product to any Designated Party.

买方确认并同意，卖方作为在意大利注册成立的德诺拉工业集团的一部分，必须遵守与贸易管制和国际经济制裁相关的法律法规，包括但不限于适用的中国、欧盟、意大利、联合国、美国或英国的限制性措施或禁令（统称“措施”）。买方声明并保证：(i) 其未被列入受任何措施限制的任何自然人或法人、实体或机构的名单，也未被任何此类个人或实体（“指定方”）拥有或控制；(ii) 其应遵守适用于卖方和/或买方和/或产品的所有措施，并为此采取一切必要措施确保完全遵守；(iii) 其不得直接或间接（包括但不限于通过托运人或货代）向任何指定方出口、转售、转让或以其他方式提供任何产品。

- 4.6. The Seller shall notify the Purchaser if any Products deliverable by Seller are restricted by any Measure. Seller shall not be liable to Purchaser for any failure or delay in performance of the Contract, if such failure or delay is caused by any of the Measures. Should any Measures be issued at any time preventing Seller from performing this Contract or which, in the reasonable judgment of Seller, represent a risk of liability under the Measures then Seller shall be entitled to terminate with immediate effect the Contract with no liability to Purchaser on written notice to Purchaser. The Purchaser shall indemnify and hold harmless Seller from any liability, damage or detrimental consequence that may arise from any violation of any of the Measures and undertakes to transfer such provisions to its possible customers. Purchaser shall provide to Seller any documentation, including without limitation a duly stamped and signed end user certificate as requested by Seller in a form satisfactory to Seller, to evidence Purchaser's compliance with any applicable import-export laws and/or Measures. Seller shall have the right to terminate the Contract forthwith in the case of Purchaser's failure to comply with its undertakings or on violation or likely violation of the representation and warranties herein provided by Purchaser.

如果卖方交付的任何产品受到任何措施的限制，卖方应通知买方。如果因任何该等措施导致未能或延迟履行合同，卖方不对买方承担任何责任。如果在任何时候发布的任何措施使卖方无法履行本合同，或者卖方合理判断该措施存在责任风险，则卖方有权在书面通知买方后立即终止本合同，且不对买方承担任何责任。买方应就其违反任何措施而可能产生的任何责任、损失或不后果赔偿卖方，并承诺将此类规定转告其潜在客户。买方应按卖方要求向卖方提供任何文件，包括但不限于格式应令卖方满意且正式盖章和签字的最终用户证书，以证明买方遵守任何适用的进出口法律和/或措施。如果买方未能遵守其承诺，或违反或可能违反买方在本合同中提供的声明和保证，卖方有权立即终止本合同。

- 4.7. To the extent applicable to the Products and / or Services and Purchaser in the context of the Contract in question, the Purchaser covenants, represents and warrants that the Products which are restricted pursuant to Art. 12g of Regulation (EU) no. 833/2014 and Art. 8g of Regulation (EU) 765/2006 (“Restricted Products”), supplied by Seller will not be sold, supplied, transferred or exported, directly or indirectly (including via representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation or in Belarus and/or re-exported or transferred for intended use in the territory of the Russian Federation or in Belarus. The Purchaser covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Restricted Products and undertakes to promptly notify Seller of all such contracts as well as all breaches of the above covenants, representations, and warranties. The Purchaser acknowledges that the Seller is obliged to notify the competent authorities of any breach of the above covenants, representations, and warranties. In case of breach by the Purchaser at any time of the provisions under this article, the Seller shall be entitled to terminate the Contract executed between the Seller and the Purchaser forthwith by written notice, without prejudice to its right to immediately receive payment of the purchase price for the following items: (i) Products or Services which have been supplied and/or performed, as the case may be, or are in process at the date of termination; (ii) the portion of the purchase price for all components or products specially ordered or assembled; (iii) the amount of any reasonably unavoidable bona fide cancellation charges payable by Seller to sub-suppliers without prejudice to the right of the Seller to claim any damages. The Purchaser shall indemnify and hold harmless the Seller against any liability, losses, damages (including reputational damages) or costs (including any reasonable and documented legal costs) incurred or suffered by Seller as a result of any such breach.

在适用于产品和/或服务以及相关合同中的买方的范围内，买方承诺、声明并保证，由卖方供应并根据第833/2014号欧盟法规第12g条、第833/2014号欧盟法规第12b条和第765/2006号欧盟法规第8g条的规定而受限制的产品（“受限产品”）将不会被直接或间接（包括通过代表、代理、分销商或任何第三方）向俄罗斯联邦或白俄罗斯境内的任何自然人或法人、实体或机构销售、供应、转让或出口，以及/或者为在俄罗斯联邦或白俄罗斯境内使用而转出口或转让产品。买方承诺确保

在其与第三方签订的以受限产品为标的物的所有合同中加入类似条款，并承诺将所有此类合同以及所有违反上述承诺、声明和保证的行为立即通知卖方。买方承认卖方有义务将任何违反上述承诺、声明和保证的行为通知主管当局。如果买方在任何时候违反本条规定，卖方有权立即以书面通知的形式终止卖方与买方之间的合同，但不影响其立即收取以下项目货款的权利：(i) 在合同终止之日已经提供和/或履行（视情况而定）或正在进行的产品或服务；(ii) 所有专门订购或组装的组件或产品的部分货款；(iii) 在不影响卖方索赔权利的情况下，卖方向分供方支付的任何不可避免的合理善意解除费用。买方应赔偿卖方因任何此类违约行为而产生或遭受的任何责任、损失、损害（包括声誉损害）或费用（包括任何合理和有据可查的法律费用），并使卖方免受损害。

5. PRODUCT ACCEPTANCE

产品验收

- 5.1. Purchaser has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Purchaser and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Purchaser at Seller's facility will be paid solely by Purchaser. Purchaser shall inspect the Products within 10 business days following delivery and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Purchaser's express specifications. If Purchaser receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Purchaser shall make relevant notes in receiving documents and notify Seller in writing immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy.

买方有权在发货前到卖方工厂验收产品，前提是买方提前做出书面安排并得到卖方的书面确认。买方要求在卖方工厂进行检验和测试的任何及所有相关费用均由买方自行支付。买方应在交货后10个工作日内并在进行任何验收测试（定义见下文）之前对产品进行检查，以确定产品是否损坏、不完整或在其他方面不符合买方提供的明确规格。如果买方收到的产品有明显或可疑的损坏或丢失，包括包装损坏，或规格不符，买方应在收货文件中做出相关说明，并立即书面通知卖方。此类通知应合理详细，并应具体说明损坏或不符情况。

- 5.2. Purchaser's failure to inspect the Products and/or give written notice to Seller of any alleged defects or non-conformity within 10 business days after receipt at the delivery point shall waive Purchaser's right to reject the Products and return them to Seller for credit and Purchaser's sole remedy for non-conforming or defective Products shall be the warranty claims made in accordance with Article 8 herein.

如果买方未能在交货地点收货后10个工作日内对产品进行检查和/或书面通知卖方任何声称的缺陷或不合格情况，则买方应放弃拒收产品并将其退还给卖方以获得退款的权利，买方就不合格或缺陷产品可获得的唯一救济应根据本合同第8条提出的保修索赔。

- 5.3. If Seller's Documentation expressly provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with specifications set forth in Seller's Documentation, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Purchaser's remedy for Products that have failed an Acceptance Test or are within the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.

如果卖方文件中明确规定，产品必须经过特定的验收测试（“验收测试”），以验证产品性能是否符合卖方文件中规定的规格要求，则当产品符合验收测试的要求时，应被视为完全验收合格。对于未通过验收测试或在保修期内的产品，买方可获得的救济应仅限于由卖方自行决定修理或更换该等产品。

- 5.4. Notwithstanding any right conferred upon the Purchaser to inspect or test the Products prior to acceptance, any use, repair, modification, or alteration of the Products by Purchaser, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Purchaser's irrevocable and unconditional acceptance of the Products. Accordingly, in the event of any discovery by Purchaser of a non-conformity or defect following such acceptance of the Products, Purchaser's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 8 herein.

尽管买方有权在验收前对产品进行检查或测试，但买方、其代理人、雇员或被许可人在产品交付后出于任何目的对产品的任何使用、修理、修改或变更，均被视为买方对产品不可撤销且无条件的验收。因此，如果买方在验收产品后发现任何不合格或缺陷情况，买方就只能根据本合同第8条规定的保修条款提出保修索赔。

6. INSTALLATION AND/OR START UP SERVICES

安装和/或启动服务

If Seller's Documentation includes the provision of Services on-site, Purchaser will confirm at least two (2) weeks (or such longer term set forth in Seller's Documentation) prior to the date Seller's personnel will be required on site to perform such Services that Purchaser has fully completed all work necessary for such Services in accordance with Seller's Documentation. In the event that the completion of such Services is delayed for any reason other than the fault of Seller, Purchaser shall pay for any additional costs resulting from the delay.

如果卖方文件中规定现场提供服务，买方应在需要卖方人员到现场执行此类服务的日期前至少两（2）周（或卖方文件中规定的更长期限）确认买方已根据卖方文件全面完成此类服务所需的所有工作。如果由于卖方过失以外的任何原因导致此类服务延迟完成，买方应支付因延迟而产生的任何额外费用。

To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, or for the manner in which such installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

如果卖方的供货范围包括监督产品的安装，则卖方不对所选择的安装方式和方法负责，也不对此类安装服务的执行方式（包括其效率、恰当性和安全性）负责。卖方对此类安装和/或启动服务不作任何明示或暗示的保证，但卖方应对因其自身过失造成的任何索赔或损害负责。

7. SUSPENSION AND CANCELLATION

暂停履约和解除合同

If the Seller's Documentation expressly grants to Purchaser the right to unilaterally suspend Seller's performance, Seller shall be provided with no less than ten (10) business days prior written notice of such suspension. Thereafter, Seller shall resume performance as soon as commercially reasonable following written notice from Purchaser to resume work. In the event of such suspension, Seller shall be entitled to reimbursement for all additional costs reasonably incurred by Seller in carrying out the suspension, to be paid within 30 days of Seller's invoice for such costs.

如果卖方文件明确授予买方单方面暂停卖方履约的权利，则应提前不少于十(10)个工作日向卖方发出书面暂停通知。此后，卖方应在收到买方的书面复工通知后，在商业上合理的情况下尽快恢复履约。如果发生此类暂停，卖方有权要求偿还卖方在执行暂停指令过程中合理产生的所有额外费用，并在卖方开具此类费用发票后30天内支付。

If the Seller's Documentation expressly grants to Purchaser the right to unilaterally cancel fully or partially cancel a Contract, then in the case of such cancellation or partial cancellation, Purchaser shall, within thirty (30) days of any such full or partial cancellation, pay Seller: (i) the portion of the purchase price for those Products or Services which have been performed or are in process in accordance with the Contract at the date of cancellation; (ii) the actual costs properly incurred by Seller in performance of the Contract at the date of cancellation supported by documentary proof; (iii) the portion of the purchase price for all components or Products specially ordered or assembled; (iv) the amount of any reasonably unavoidable bona fide cancellation charges payable by the Seller to sub-suppliers and (v) any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

如果卖方文件明确授予买方单方面全部或部分解除合同的权力，则在该等解除或部分解除的情况下，买方应在任何该等解除或部分解除后三十（30）天内向卖方付款：(i) 在合同解除之日，根据合同已经履行或正在履行的产品或服务的购买价格部分；(ii) 在合同解除之日，卖方在履行合同过程中适当发生的、有据可查的实际成本；(iii) 特别订购或组装的所有组件或产品的购买价格部分；(iv) 卖方应向分供方支付的任何的不可避免的合理善意解除费用的金额；(v) 卖方因该等解除而产生的任何其他合理费用，包括（如适用）适当的重新进货费。

8. WARRANTY

保修

- 8.1. Subject to the conditions stated below, and unless specifically noted otherwise in Seller's Documentation, Seller warrants the Products (excluding spare parts and Services) against defects in materials and workmanship for a period of eighteen (18) months from the delivery date or twelve (12) months from the date of installation of the Products, whichever occurs first. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement. Unless specifically noted otherwise in Seller's Documentation, Spare parts are warranted against defects in materials and workmanship for a period of ninety (90) days from the delivery of the spare parts.

在符合下述条件的情况下，除非卖方文件中另有明确说明，卖方保证产品（不包括备件和服务）自交货之日起十八（18）个月内或自产品安装之日起十二（12）个月内（以先发生者为准）不存在材料和工艺缺陷。卖方应自行选择修理或更换任何经检查证明有缺陷的产品或部件。此外，已维修或更换的任何部件或组件的保修期应等于 (i) 本合同项下的剩余保修期；或 (ii) 自维修或更换之日起一年，以两者中较长者为准。除非卖方文件中另有明确说明，否则备件的材料和工艺缺陷保修期为自备件交付之日起九十 (90) 天。

- 8.2. In the event that Seller fails to initiate a corrective action plan to repair or replace the defective Products within twenty (20) days following Purchaser's notification, Purchaser may, at its reasonable discretion, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Purchaser. Further, if Purchaser improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom.

如果卖方未能在买方通知后二十(20)天内启动纠正行动计划以修理或更换有缺陷的产品，买方可合理酌情采取行动修理或更换该等有缺陷的产品，卖方应承担直接产生而且商业上合理的部件和人工成本。在这种情况下，卖方对买方进行的修理或更换不承担任何保修义务。此外，如果买方不适当地修理或更换有缺陷的产品和/或使用不兼容的部件，卖方不对由此产生的任何费用、损失或故障负责。

- 8.3.** Any alteration, disassembly, storage or use of the Products not in accordance with Seller's Documentation shall void all warranty obligations of Seller related to such Products. Purchaser assumes full responsibility in the event Purchaser uses the Products in combination with other goods or in any manner not stated in Purchaser's written specifications provided prior to sale.

任何与卖方文件不符的产品改动、拆卸、储存或使用都将使卖方与该等产品相关的所有保修义务失效。如果买方将产品与其他货物结合使用，或对产品的使用方式不在销售前提供的买方书面说明书中规定的范围内，买方应承担全部责任。

- 8.4.** All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Purchaser. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Purchaser.

停止将产品用于服务并在检查、修理或更换后重新安装产品的所有相关费用均由买方承担。卖方可自行决定要求将产品运至卖方工厂进行检查、修理或更换。必要时，所有往返卖方工厂的运输费用均由买方预付。

- 8.5.** To the fullest extent permitted by law, the warranties set out in these terms, if any, are made expressly in lieu of all other warranties, express or implied, statutory or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for any particular purpose whatsoever (whether made known to seller or not), which are hereby expressly excluded from the contract provided, however, that the products are warranted to conform to the relevant and known specifications and agreed modifications thereto that have been disclosed to and specifically accepted in writing by Seller.

在法律允许的最大范围内，本条款中规定的保证（如有）明确代替所有其他明示或默示、法定或其他保证，包括但不限于任何有关质量符合要求或适用于任何特定用途的保证（无论是否告知卖方），这些保证被特此明确排除在合同之外，但前提是产品保证符合相关的已知规格及双方商定的修改内容，而且上述规格和修改已书面披露给卖方且卖方以书面形式明确表示同意。

- 8.6.** Seller's liability and Purchaser's exclusive remedy for any failure by Seller to supply Products that meet the above warranty is expressly limited to, at Seller's sole discretion, the repair or replacement of the non-conforming products or to issue a credit; all other warranty claims, in particular all claims of Purchaser or its customer to compensation of any kind whatsoever are hereby expressly excluded.

在卖方未能提供符合上述保证的产品情况下，卖方的责任和买方可获得的唯一救济明确限于卖方自行决定修理或更换不符合要求的产品，或签发贷项通知单；所有其他保修期索赔，特别是买方或其客户的任何形式的赔偿要求，在此明确排除。

9. INDEMNIFICATION

赔偿

- 9.1.** Purchaser and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Purchaser and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Purchaser or Seller, then in such event, Purchaser and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

对于第三方因对方的过失行为或不作为而提出的所有人身伤害和财产损失索赔，买方和卖方应各自为对方辩护、赔偿对方并使对方免受损害。如果事实认定人认定买方和卖方均有过失，且双方的过失是第三方对买方或卖方提出索赔的直接原因，则在此情况下，买方和卖方应按其各自在全部过失中所占的相对份额分别承担部分责任，包括成本和费用。

- 9.2.** Seller agrees to indemnify and hold harmless Purchaser against any third party claim alleging that the Products infringe upon a valid and enforceable intellectual property right of any such third party, provided Purchaser gives Seller written notice immediately when such claim is asserted, directly or indirectly, and De Nora is given sole control of the defense of the claim. Notwithstanding the foregoing, Seller shall have no liability to Purchaser for infringements to the extent they are based upon or arise out of:

如果任何第三方声称产品侵犯了其任何有效和可强制执行的知识产权，卖方同意对买方进行赔偿并使其免受损害，前提是买方在直接或间接提出该等索赔时立即向卖方发出书面通知，并由迪诺拉全权负责就该索赔进行抗辩。尽管有上述规定，卖方不应就基于以下原因或由以下原因引起的侵权行为对买方承担任何责任：

- 9.2.1.** compliance with designs, plans or specifications furnished by or on behalf of Purchaser;

遵守由买方或其代表提供的设计、计划或说明书；

- 9.2.2.** use of the Products in a manner for which the Products were neither designed nor contemplated;

非以产品的设计或预期方式使用产品；

- 9.2.3.** modifications to the Products made by anyone except De Nora or its authorised representatives; or

除迪诺拉或其授权代表以外的任何人对产品进行的修改；或

- 9.2.4.** the claimed infringement of any intellectual property right in which the Purchaser or any affiliate or subsidiary of Purchaser has any direct or indirect interest by license or otherwise.

对买方或其任何关联机构或子公司通过许可或其他方式拥有任何直接或间接利益的任何知识产权的所谓侵权行为。

10. LIMITATION OF LIABILITY

责任限制

Unless otherwise provided in the Seller's Documentation, Seller's total aggregate liability to Purchaser with respect to any cause of action or claim and including for all indemnities given shall not exceed the purchase price payable pursuant to the Contract. In no event shall Seller be liable, either directly or as indemnitor of Purchaser, for damages for loss of use, loss of income, loss of production or loss of profit, whether direct or indirect and / or for any special, punitive, indirect or consequential damages howsoever arising. Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's willful misconduct.

除非卖方文件中另有规定，卖方就任何诉讼理由或索赔对买方承担的责任总额（包括所有赔偿）不得超过根据本合同应支付的购买价格。在任何情况下，卖方均不直接或作为买方的赔偿人对使用权损失、收入损失、生产损失或利润损失（不论是直接的还是间接的）的损害赔偿承担责任，和/或对任何特殊的、惩罚性的、间接的或后果性的损害赔偿承担责任。

11. FORCE MAJEURE; DELAY EVENTS; PRICE CHANGES

不可抗力；延误事件；价格变更

- 11.1.** Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.

不可抗力是指超出卖方合理控制范围的任何行为、事件或状况，对卖方履行本合同项下义务的能力产生重大不利影响，且不是由于卖方故意疏忽、错误、不作为或未能尽到合理的注意义务造成的。

- 11.2.** Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. For the avoidance of doubt, delays caused by or related to shortages or unavailability of raw materials or component parts to be supplied by Seller or Seller's sub-suppliers, supported by relevant documentary evidence, shall be considered a Force Majeure event. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

如果因不可抗力事件导致延迟履行或未能履行本合同项下的任何义务，卖方不承担任何责任。为避免疑义，由卖方或其分供方提供的原材料或零部件短缺或无货所造成的或与之相关的延误，在有相关书面证据支持的情况下，应被视为不可抗力事件。如果不可抗力事件导致卖方无法履行其在本合同项下的任何义务，卖方应在事件结束后恢复履行义务，并有合理的额外时间履行义务。

- 11.3.** In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Purchaser towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

此外，如果不可抗力事件显著增加了卖方在本合同项下的履约成本，则卖方应有权让买方合理分摊额外的履约成本，但不包括卖方保险范围内的任何成本。

- 11.4.** In the event that the performance of a contractual obligation by either Party hereto is prevented, restricted, hindered, delayed or interfered with directly or indirectly in connection with: (a) the COVID-19 ("Coronavirus") pandemic or similar pandemic or epidemic, (b) any measures introduced by any government authority to address such pandemics/epidemics, and/or (c) the failure of its supplier(s) to deliver by reason of either (a) or (b); the Party so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance, delay or interference, and shall not be liable for any costs or damages. Each Party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The Party affected should give notice to the other Party as soon as practicable of the prevention, restriction, hindrance, delay or interference with its performance.

如果本合同任何一方对合同义务的履行因以下原因而直接或间接受到阻止、限制、阻碍、延迟或干扰：(a) COVID-19（“冠状病毒”）大流行或类似的大流行或流行病，(b) 任何政府当局为应对此类大流行/流行病而采取的任何措施，和/或 (c) 其供应商因(a)或(b)而未能交货；受影响的一方应在该等阻止、限制、阻碍、延迟或干扰的范围和持续时间内免于履行合同，且不承担任何费用或损害赔偿。各方应尽合理努力解决任何障碍，但任何一方均无义务承担超过订单价值5% 的额外费用。受影响的一方应在可行的情况下将其履约受到阻止、限制、妨碍、延误或干扰的情况尽快通知另一方。

- 11.5.** Notwithstanding any other provision of these General Conditions or the Seller's Documentation, if, at any time during the course of Seller's performance of the sale of the Products or Services, there is an unforeseen and material increase in the price of raw materials, materials, labor, or other costs of Seller associated with the Products or Services, Seller shall have the right to reasonably adjust the prices set forth in the Seller's Documentation upon written notice to the Purchaser setting forth the amount of such price adjustment and reasonably setting forth the cost changes associated therewith.

尽管本通用条款或卖方文件有任何其他规定，如果在卖方进行产品或服务销售过程中的任何时候，与产品或服务相关的原材料、材料、劳动力的价格或卖方的其他成本出现不可预见的实质性上涨，卖方应有权合理调整卖方文件中规定的价格，并以书面形式通知买方，列明价格调整金额，并合理阐明与此相关的成本变化。

12. DEFAULT AND TERMINATION

违约和终止

12.1. The substantial failure of either Party to comply with the terms herein shall constitute default hereunder. Upon default by one Party, the other non-defaulting Party shall provide written notice clearly specifying the nature of the default. The defaulting Party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract will be automatically terminated. In the case of default that cannot be cured within thirty (30) days, this Contract shall not be terminated so long as the defaulting Party has given written notice of extension to the other Party and the defaulting Party has commenced and is diligently pursuing a cure.

任何一方实质上未遵守本合同条款，即构成本合同项下的违约行为。一方违约后，作为违约方的另一方应发出书面通知，明确说明违约行为的性质。违约方应在三十(30)天内纠正违约行为。如果违约行为可以但未能在三十(30)天内纠正，本合同将自动终止。如果在三十(30)天内无法纠正违约行为，则只要违约方已向另一方发出书面延期通知，且违约方已开始并正在努力纠正违约行为，本合同将不会终止。

12.2. For purposes of this Contract, the failure of Purchaser to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Purchaser's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

就本合同而言，买方未能按照本合同项下的付款条件向卖方付款应被视为实质性违约，补救期不得超过三十(30)天。在买方违约的情况下，除本款规定的终止权外，卖方还可选择暂停工作，直至违约行为得到纠正。

12.3. In the event of any full or partial termination of this Contract by Seller in case of Purchaser's default, Seller shall be paid the portion of the purchase price attributable to Products delivered and Services rendered (including components or Products specifically manufactured/assembled or special ordered for the Purchaser that have yet to be supplied) through the date of termination, as well as for any additional damages which have been incurred by Seller in consequence of the default of Purchaser.

在买方违约的情况下，如果卖方全部或部分终止本合同，则应向卖方支付在终止日期之前已交付产品和已提供服务（包括为买方专门制造/组装或特别订购但尚未供货的组件或产品）的部分货款，以及因买方违约而给卖方造成的任何额外损失。

12.4. No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

卖方在行使本合同项下的任何权利或救济时的任何延迟或不作为均不构成未来任何情况下对任何此类权利或救济的弃权。

13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

知识产权和保密

13.1. All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data trade secrets, know how, patents, trademarks and other documents or information (the "Intellectual Property Rights") prepared or disclosed by Seller in connection with the Products and/or Services sold hereunder shall remain Seller's exclusive property. Purchaser shall not disclose any such material to third parties without Seller's prior written consent. Purchaser will not undertake any analyses, disassemble or "reverse engineering" of the Products for the purpose of designing, developing or manufacturing by the Purchaser or by any third party of products that compete with the Product(s).

卖方准备或披露的与本合同项下出售的产品和/或服务有关的所有装置、设备、设计（包括图纸、计划和说明书）、估算、价格、注释、电子数据、商业秘密、专有技术、专利、商标和其他文件或信息（“知识产权”）均应仍然为卖方的专有财产。未经卖方事先书面同意，买方不得向第三方披露任何此类材料。买方不得出于由买方或任何第三方设计、开发或制造与该产品的竞争产品目的，对该产品进行任何分析、反汇编或“逆向工程”。

13.2. Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other Intellectual Property Rights associated in any way with the Products. The Parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either Party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

卖方将保留以任何方式与该产品相关的所有发现、改进、发明、专利、商标、版权、专有技术、商业秘密或其他知识产权的独有权利。双方明确同意，本合同任何一方（单独或与他人共同）对该产品进行改进或与该产品相关的所有改进、发明、发现和作品版权，包括处于形成阶段的作品版权，自构思之时起或（在作品创作的情况下）自创作之时起，均为卖方的财产。

- 13.3.** Purchaser agrees not to disclose to any third party any information that is confidential, proprietary or otherwise not generally available to the public (the “**Confidential Information**”) or Intellectual Property Rights on the Product(s) or Service(s) received from Seller and not to take any steps which might affect the publication thereof. Without limitation to the generality of the foregoing, Purchaser agrees that any information regarding the Product(s) and/or the Service(s) and its components, assembly, geometry, or operation, shall not be disclosed to any third party. Purchaser will treat any information connected with the Product(s) and/or the Service(s) as Seller’s trade secrets. The foregoing obligations of confidentiality shall not apply to those portions of the information which: (a) are or become generally publicly available through no act or failure to act by Purchaser; (b) have been disclosed with the written consent of Seller; (c) are subsequently disclosed to Purchaser by a third party having the right to disclose such information, provided that such information have not been illicitly obtained by any third party in violation of the right of Seller; (d) are requested to be disclosed to any governmental authority or agency, court or public entity and any other lawful authority (including any stock exchange) but only to the extent required to comply with the request of such authority or other entity; (e) are requested to be disclosed pursuant to any rules, laws, statutes or regulations to which Purchaser is subjected from time to time but only to the extent required by such law, statute or regulation. If regarding information under (d) and (e), Purchaser shall promptly notify the Seller of such disclosure. The secrecy obligations set forth hereunder shall remain in force for a period of five (5) years after completion or earlier termination of the Contract.

买方同意不向任何第三方披露从卖方处获得的有关该产品或服务的任何保密、专有或其他不向公众公开的信息（“保密信息”）或知识产权，也不采取任何可能影响其公布的措施。在不限制上述规定的一般性的前提下，买方同意不向任何第三方披露与该产品和/或服务及其组件、装配、几何形状或操作有关的任何信息。买方将把与该产品和/或服务相关的任何信息视为卖方的商业秘密。上述保密义务不适用于以下部分信息 (a) 非因买方的作为或不作为而广泛公开；(b) 经卖方书面同意披露；(c) 随后由有权披露该等信息的第三方披露给买方，前提是该等信息并非由任何第三方在侵犯卖方权利的情况下非法获取；(d) 被要求向任何政府当局或机构、法院或公共实体以及任何其他合法当局（包括任何证券交易所）披露的信息，但仅限于在遵守该等当局或其他实体的要求所需的范围内；(e) 被要求根据买方不时须遵守的任何规则、法律、法规或条例披露的信息，但仅限于在该等法律、法规或条例所要求的范围内。如果涉及(d)和(e)项下的信息，买方应立即将披露情况通知卖方。本合同规定的保密义务在合同完成或提前终止后的五(5)年内有效。

- 13.4.** Without prejudice to clause 13.3 above, either Party may disclose any Confidential Information received from the other party as required by law or regulation, by order of a court or by order of a governmental and any other lawful authority (including any stock exchange); provided, however, that the Party promptly notifies the other Party of such disclosure and disclosure is limited to the minimum to ensure compliance with such order or law. Parties also undertake to cooperate, to the extent necessary, for the purposes of complying with the applicable provisions, including any applicable disclosure obligation, provided by mandatorily applicable laws in each relevant jurisdiction.

在不影响上述第13.3条规定的前提下，任何一方均可根据法律或法规的要求、法院命令或政府和任何其他合法机构（包括任何证券交易所）的命令，披露从另一方收到的任何机密信息；但前提是，该方须及时通知另一方，且披露仅限于确保遵守此类命令或法律所需的最低限度。各方还承诺在必要的范围内进行合作，以遵守各相关司法管辖区强制性适用法律规定的适用条款，包括任何适用的披露义务。

14. RELIANCE ON INFORMATION

对信息的依赖

Purchaser acknowledges that Seller has used and expressly relied upon information provided by the Purchaser, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s) and the provision of Services. Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Purchaser nor shall Seller be responsible for the impact or effect on its Products(s) and any Services provided by Seller hereunder of the information furnished by the Purchaser in the event that such information is in error.

买方承认，卖方在设计、安装和启动其产品以及提供服务时，已使用并明确依赖买方提供的有关现场条件、规格和其他技术要求的信息（如有）。卖方没有义务确定或核实买方提供的信息的准确性，也不对在买方提供的信息在出现错误时对其产品和卖方根据本合同提供的任何服务造成的影响或后果负责。

15. DISPUTE RESOLUTION

争议解决

All matters arising out of or relating to the Contract shall be governed by and construed in accordance with the laws of the People's Republic of China (for the purpose of this Contract only, excluding Hong Kong special administrative region, Macau special administrative region, and Taiwan) without regard to the conflict of laws provisions thereof. The United Nations Convention on Contract for the International Sale of Goods shall not apply to this Contract. The governing language of this contract is English, and no concurrent or subsequent translation of this contract into any other language shall modify any term of this Contract. All disputes arising out of this Contract, which cannot be settled amicably, including those concerning its formation, existence, validity, interpretation, performance and termination, shall be finally settled by litigation at people's court in the place where the Seller is located.

由本合同引起的或与本合同有关的所有事项均应受中华人民共和国（仅就本合同而言，不包括香港特别行政区、澳门特别行政区和台湾地区）法律的管辖，并按其解释，但不适用其法律冲突规定。《联合国国际货物销售合同公约》不适用于本合同。本合同的适用语言为英语，本合同的同时期或随后的任何其他语言译本均不得修改本合同的任何条款。因本合同引起的所有争议，包括与本合同的订立、存在、有效性、解释、履行和终止有关的争议，如不能友好解决，则最终应通过在卖方所在地人民法院诉讼解决。

16. MISCELLANEOUS PROVISIONS

其他条款

- 16.1.** The Contract constitutes the entire agreement of sale and purchase between Purchaser and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both Parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both Parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

本合同构成买方和卖方之间的完整买卖协议，并取代所有先前或同期的书面或口头通信、声明、谅解或协议，除非该文件声明其有意修改本合同并经双方签署。对本合同的任何修改（包括范围、规格、价格或交货计划的变更）均不具有任何效力或作用，除非根据双方签署的书面文件进行修改。任何交易或履约过程或贸易惯例均不得用于修改本合同。

- 16.2.** The failure on the part of either Party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future. Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

任何一方未能执行其就本合同任何条款的权利，不得解释为放弃今后执行此类条款的权利。如果本合同的任何条款因任何原因被宣布为无效或失效，本合同的其余条款将不会受到影响，并且仍应具有完全的效力。

- 16.3.** Purchaser may not assign or permit any other transfer of this Contract without Seller's prior written consent. Purchaser acknowledges that Seller shall be entitled to manufacture the Products at any of its or its affiliates' facilities worldwide, and the Contract may be assigned to such affiliates without the consent of Purchaser. This Contract is entered into solely between, and may be enforced only by, the Purchaser and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers, subcontractors, or affiliates of the Purchaser, or to create any obligations to any such third parties.

未经卖方事先书面同意，买方不得转让或允许以任何其他方式转让本合同。买方承认，卖方有权在其或其关联公司在全球的任何工厂生产该产品，本合同可在未经买方同意的情况下转让给这些关联公司。本合同仅在买方和卖方之间签订，且仅可由买方和卖方执行；本合同不应被视为在第三方（包括买方的客户、分包商或关联方）中产生任何权利，或对任何此类第三方产生任何义务。

- 16.4.** Seller, in performing its obligations to Purchaser hereunder, is acting as an independent contractor. Purchaser is not an agent of Seller and has no authority to represent or bind Seller as to any matters.

卖方在履行本合同项下对买方的义务时，是以独立承包商的身份行事。买方不是卖方的代理人，无权在任何事项上代表或约束卖方。

- 16.5.** All notices, requests, demands, and other communications required by the Contract shall be in writing and shall be deemed to have been duly given when delivered or five (5) days after mailing by certified mail or courier and addressed to the Parties at their principal place of business or at such other addresses as the parties may designate by written notice.

本合同要求发出的所有通知、请求、要求和其他通信均应采用书面形式，并应在送达时或按双方的主要营业地或双方以书面通知指定的其他地址以挂号信或快递方式寄出五(5)天后视为已正式送达。

The Purchaser expressly agrees and accepts to be bound by all these General Terms and Conditions of Sale.

买方明确同意上述通用销售条款和条件并受其约束。
