

General Terms & Conditions of Sale and Service

设备和服务通用条款

ANDRITZ Separation



1. TERMS APPLICABLE 条款适用

These General Terms and Conditions of Sale and Service apply to any legal transaction between Seller and Buyer ("Agreement") with respect to the sale of spare and wear parts, products and associated parts ("Products"), services rendered ("Services") on the equipment of the Buyer ("Equipment") and/or any software, whether embedded in the Products or provided separately under the Agreement, in machine-readable, object code form and any modifications made by Seller thereto ("Software"). Seller concludes the Agreement exclusively on the basis of these General Terms and Conditions of Sale and Service. Any general terms and conditions or contract forms of Buyer will not be acknowledged and shall not become part of the Agreement, no matter (i) whether or not they were known to Seller, (ii) whether and when they were submitted to Seller (e.g. automatically generated by any ERP System and attached to purchase orders or any other system generated document), (iii) whether or not Seller objected to them, and (iv) whether or not they are in conflict with these General Terms and Conditions of Sale and Service.

本通用条款适用于卖方和买方之间关于备件和易损件、产品相关零部件(“产品”)、在买方设备(“设备”)和/或任何软件上提供与之相关的服务(“服务”)和/或任何软件(无论是嵌入在产品中还是在本协议项下单独提供的、机器可读的目标代码形式或卖方作出的任何修改,统称“软件”)的任何合法交易。卖方仅根据本通用条款订立本协议。买方的任何通用条款和条件或合同形式,无论(i)卖方是否知道,(ii)是否以及何时提交给卖方(例如,由任何ERP系统自动生成并附在采购订单或任何其他系统生成的文件中),(iii)卖方是否反对,以及(iv)它们是否与本通用条款相冲突,均不被承认,也不应成为本协议的一部分。

2. DELIVERY AND PERFORMANCE OF OBLIGATIONS 交付和履行的义务

(1) Delivery of the Products shall be made in accordance with the agreed INCOTERM. Unless otherwise agreed, all deliveries are FCA (INCOTERMS 2020) Seller's workshop or other place indicated by Seller. In any event, the risk of loss and/or damage passes upon delivery.

产品的交付应按照商定的国际贸易术语解释通则进行。除非另有约定,所有交货地点均为FCA (INCOTERMS 2020)卖方车间或卖方指定的其他地点。在任何情况下,损失和/或损坏的风险在交付时转移。

(2) Unless otherwise agreed, place of performance for Services shall be Buyer's site. If in derogation from the latter, the Service is carried out at Seller's site, the delivery of the Equipment to and the collection thereof from Seller's site will be at the risk and account of Buyer. Title and risk of accidental loss or damage to the Equipment shall remain with the Buyer at all times. Unless expressly stated otherwise in writing, the Service shall be deemed to be accepted upon completion.

除非另有约定,服务的履行地点应为买方的现场。如果服务在卖方现场进行,则设备在卖方现场的运输以及从卖方现场收取设备的风险和费用均由买方承担。设备的所有权和意外损失或损坏的风险始终属于买方。除非另有明确的书面说明,否则服务应在完成后被视为已被接受。

(3) Unless expressly stated otherwise in writing, all offered prices, delivery terms and/or performance dates are good faith estimates and indicative only. The final price and delivery terms are subject to availability of supplies and the prices agreed with sub-suppliers and subcontractors.

除非另有书面明确说明,所有报价价格、交货条款和/或履行日期均为善意估计,仅供参考。最终价格和交付条款取决于供应情况以及卖方与次级供应商和分包商商定的价格。

(4) Buyer's failure to make advance or interim payments, to supply technical information, drawings or to grant approvals in accordance with the Agreement will result in a commensurate delay in delivery or performance of the project, which shall entitle Seller to an extension of time and reimbursement of additional costs and damages as further detailed in this clause 2 and clause 5. If Buyer fails to make any payment or provide any payment securities due according to the Agreement, Seller shall be entitled to claim interest on the unpaid portions of amounts due, according to the 3-months EURIBOR interest rate plus 10% per annum, or in case such interest rate is not permissible under applicable law, the highest interest rate permitted to be charged under applicable law. In case of payment delays not solely caused by Seller, whether before or during the execution of the Agreement, Seller shall be entitled to suspend its works, to claim an extension of time and full compensation of all costs arising from the suspension and later continuation of work, including but not limited to, storage costs, de- and re-mobilization costs and banking fees. The continuation of work is subject to the payment of these costs and an adequate extension of time having been granted to Seller. Seller and Buyer may establish the conditions for resuming the performance of the parties' obligations in a separate agreement. If the suspension lasts longer than 3 months, Seller shall have the right to terminate the Agreement for default as per clause 10 (1).

买方未按本协议支付预付款或中期款项、未提供技术信息、图纸或未给予批准,将导致项目交付或执行的相应延迟,卖方有权延长交货时间,并按本协议第2条和第5条进一步详细说明,获得额外费用和损害赔偿的补偿。如果买方未能按照本协议支付任何款项或提供任何到期付款担保,卖方有权根据3个月欧洲银行同业拆借利率加每年10%的利率,对到期未支付的部分要求利息,或者如果适用法律不允许该利率,则按适用法律允许的最高利率收取。如果付款延迟不仅是由卖方造成的,无论是在协议执行之前还是期间,卖方都有权暂停其工程,要求延长交货时间并全额赔偿因暂停和以后继续履行合同而产生的所有费用,包括但不限于储存费用、拆除和重新启动费用以及银行费用。合同的继续履行取决于卖方获得了这些费用的支付,并获得了足够的延期。卖方和买方可在另外单独的协议中确定恢复履行双方义务的条件。如果暂停履行的时间超过3个月,卖方有权根据第10(1)条因买方违约的规定而终止本协议。

3. WARRANTY 保证

PRODUCTS: 产品

(1) Seller warrants that the Products shall be free from defects in design, material and workmanship. The warranty period shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from the initial operation of the Products or 18 months from the delivery of the first main part thereof or Seller's notification of readiness to deliver the first main part thereof, if the delivery cannot be effected due to reasons not attributable to Seller (the "Warranty Period for Products"). If during the Warranty Period Buyer discovers a defect in design, material or workmanship, which has not been apparent in an initial inspection of the Products, and promptly notifies Seller thereof in writing, Seller will, at its option, either (a) deliver to Buyer, on the same terms as the original delivery was made, a replacement part or (b) repair the defect. Any repair or replacement part furnished shall be free from defects in design, material and workmanship for 12 months from the completion of such repair or the delivery of the replacement part. However, all warranty obligations shall end 24 months upon the commencement of the original Warranty Period. Seller shall have no warranty obligations: (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than those for which they were designed; (iii) if Buyer fails to promptly notify Seller of a defect in writing; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective parts and reinstallation following repair or replacement.



卖方保证产品在设计、材料和工艺上无缺陷。保修期自产品交付之日起开始,在产品开始运行 12 个月后,或在第一个主要部件交付或卖方通知准备交付第一个主要部件之日起 18 个月(如果由于非卖方原因而无法交付,则以较早者为准)结束(“产品保修期”)。如果在保修期,买方发现了未在初步检验中发现的产品在设计、材料或工艺方面存在缺陷,并及时书面通知卖方,卖方将根据其选择:(a)按照原始交货的相同条款向买方交付替换部件,或(b)修复缺陷。所提供的任何修理或更换部件应在完成该等修理或更换部件交付之日起 12 个月内不存在设计、材料和工艺缺陷。但是,所有保修义务将在原保修期开始后 24 个月结束。卖方对以下产品或情形不负有保修义务:(i)如果产品未按照普遍认可的行业惯例和卖方的具体书面指示进行操作和维护;(ii)如果产品与任何混合物或物质或其设计之外的操作条件相结合使用;(iii)买方未能及时以书面形式通知卖方缺陷;(iv)产品由卖方以外的人修理或故意或意外损坏;(v)因腐蚀、侵蚀、普通磨损或就其性质而言暴露于严重磨损或被认为是消耗品的任何部件;或(vi)因拆卸有缺陷的部件并在修理或更换后重新安装而发生的工作费用。

SERVICES: 服务

(2) Seller warrants that the Services performed shall be free from defects in workmanship and will conform to any mutually agreed specifications. If any failure to meet this warranty appears within 6 months from the date of completion of the Services (“Warranty Period for Services”), on the condition that Seller be promptly notified thereof in writing, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. However, all warranty obligations shall end 9 months upon the commencement of the original Warranty Period for Services. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided.

卖方保证所提供的服务不存在工艺缺陷,并符合双方商定的任何规范。如果在服务完成之日起 6 个月内出现任何不符合本保证的情况(“服务保修期”),在卖方及时收到书面通知的情况下,卖方将通过重新执行纠正缺陷的服务作为违反本保证的唯一补救措施。但是,所有保修义务将在服务的原始保修期开始后 9 个月结束。卖方所提供的任何结论或建议的绝对准确性或性能表现,或所提供的服务将满足任何理想化目标的情形超出卖方的保证范围。

SOFTWARE: 软件

(3) Seller warrants that on the date of delivery or download (“Delivery”) of any proprietary Seller Software to Buyer: (i) the Software will function substantially in accordance with the related Seller operating documentation (“Quality Defect”), and (ii) the Software, when Delivered, will not infringe any copyright, trade secret, or an unchallenged patent issued by a competent patent office as of the date of Delivery of the Software in the country of the Buyer (“Legal Defect”). Software products from other manufacturers shall be subject only to the warranty conditions of the manufacturer according to the relevant end-user license agreement (EULA).

卖方保证,在向买方交付或下载(“交付”)任何卖方专有软件之日:(i)该软件的功能基本符合卖方的相关操作文件(否则属于“质量缺陷”),以及(ii)该软件在交付时不会侵犯任何版权、商业秘密,或在在软件交付之日侵犯买方国家/地区的主管专利局颁发的无异议专利(否则属于“法律缺陷”)。来自其他制造商的软件产品应仅受制造商根据相关最终用户许可协议(EULA)的保修条件的约束。

(4) Buyer shall inspect the Software promptly after Delivery and promptly notify Seller in writing if a Quality Defect becomes apparent. If Buyer fails to so notify Seller of a Quality Defect in writing, then the Software is considered to have been accepted, unless the Quality Defect is one which was not apparent at the inspection. If within 6 months from the date of initial installation or 12 months from the date of Delivery of the Software (“Warranty Period for Software”), whichever occurs earlier, Buyer discovers a Quality Defect in the Software and promptly notifies Seller in writing thereof, Seller shall at its discretion either repair or replace the Software. Repaired or replaced Software will be warranted to the same limited extent as the original Software for the remainder of the original Warranty Period for Software or thirty (30) days from the date of receipt by Buyer, whichever is longer.

买方应在交付后及时检查软件,并在出现明显的质量缺陷时及时书面通知卖方。如果买方未以书面形式将质量缺陷通知卖方,则该软件被视为已被接受,除非该质量缺陷在检验时并不明显。如果买方在软件初始安装之日起 6 个月内或软件交付之日起 12 个月内(“软件保修期”)(以较早者为准)发现软件存在质量缺陷并及时书面通知卖方,卖方应自行决定修复或更换软件。在原软件保修期的剩余时间内,或在买方收到之日起的三十(30)天内(以较长者为准),维修或更换后的软件将享有与原软件相同的范围的保修。

(5) Buyer's sole and exclusive remedy for any Legal Defect is at Seller's sole option either (i) obtaining a license to use the Software; or (ii) making such replacements or modifications as are necessary to continue the use of the Software without infringement and in compliance with the specifications, if any, and documentation. If so requested by Seller, Buyer will permit Seller to control the defense and settlement of any claim brought against Buyer by any third party asserting that the contractually compliant use of the Software by Buyer infringes any copyright, trade secret or an unchallenged patent issued as of the Delivery. Buyer shall provide Seller with prompt written notice of the claim. Buyer shall have no authority to settle any claim on behalf of Seller.

卖方可选择以下方式作为对买方就任何法律缺陷的唯一和排他性救济:(i)获得使用软件的许可;或(ii)进行必要的替换或修改,以便在不侵权的情况下继续使用软件,并符合规范(如有)和文件。如第三方声称买方在合同规定的情况下使用软件侵犯了任何版权、商业秘密或在交付时发布的无异议专利,如果卖方提出要求,买方将允许卖方主导任何第三方对买方提出的任何索赔的辩护和解决索赔。买方应及时向卖方提供有关索赔的书面通知。买方无权代表卖方解决任何索赔。

(6) Seller shall not have any warranty obligations if: (i) the Software is modified, changed, or altered by anyone other than Seller or its sub-suppliers, unless authorized by Seller in writing; (ii) the Software was not installed on Products or other goods authorized by Seller and there has been a change to the Products for which the Software is ordered by anyone other than Seller; (iii) the Products or other goods approved by Seller are not in good operating condition and are not installed in a suitable operating environment; (iv) the defect is caused by Buyer or any of its agents, servants, employees, contractors, or any third party; (v) Buyer fails to promptly notify Seller of a defect in writing; and (vi) the fee(s) for the Software due to Seller, if any, have not been fully paid.

在下列情况下,卖方不负有任何保证义务:(i)软件由卖方或其分供应商以外的任何人修改、更改或变更,除非卖方以书面形式授权;(ii)本软件未安装在卖方授权的产品或其他货物上,且除卖方以外的任何人对订购本软件的产品进行了变更;(iii)经卖方批准的产品或其他货物运行状况不佳,未安装在合适的操作环境中;(iv)缺陷是由买方或其任何代理人、受雇人、雇员、承包商或任何第三方造成的;(v)买方未及时以书面形式通知卖方缺陷;以及(vi)应支付给卖方的软件费用(如有)未全部支付。

(7) The Seller's control system is configured and hardened according to the Cyber Security Standard IEC-62443-3-3. Documented settings and the IEC-62443 compliance test report will be provided to Buyer as part of the cyber security documentation. After Delivery Buyer shall be solely responsible for operating and maintaining the hardware and Software according to IEC-62443 standards in order to keep them secure. However, Seller does not warrant that (i) the Software is error free, and all errors may/will be corrected, (ii) Buyer will be able to operate the Software without impairments or interruptions, (iii) the Software achieves any intended results, (iv) the Software is compatible or works with any other goods, services, technologies, information, or materials, and/or (v) the Software is secure, accurate, complete, or free of harmful code. In addition, due to the continuous development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack. Products or Services that are networked, connected to the internet or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

卖方的控制系统按照网络安全标准 IEC-62443-3-3 进行配置和加固。文件化的设置和 IEC-62443 合规性测试报告将作为网络安全文件的一部分提供给买方。交货后,买方应根据 IEC-62443 标准独自负责硬件和软件的操作和维护,以确保其安全。但是,卖方不保证(i)本软件无错误,且所



有错误可能/将被纠正, (ii)买方将能够在不受损害或中断的情况下操作本软件, (iii)本软件达到任何预期结果, (iv)本软件与任何其他商品、服务、技术、信息或材料兼容或配合使用, 和/或(v)本软件安全、准确、完整或无有害代码。此外, 由于入侵和攻击网络的新技术的不断发展, 卖方不保证本软件或使用本软件的任何设备、系统或网络将不容易受到入侵或攻击。联网、连接到互联网或以其他方式连接到计算机或其他设备的产品或服务必须得到买方和/或最终用户的适当保护, 防止未经授权的访问。

(8) Software will not include any upgrades, new versions, releases or enhancements (collectively, "Upgrades") to the Software, unless expressly agreed to by Seller at its sole discretion and an additional charge to be determined by Seller. Seller reserves the right, at its sole discretion, to make unscheduled Upgrades to the Software at no charge. To the extent any Upgrades to the Software are provided by Seller, the term "Software" shall be deemed to include such Upgrades.

软件不包括对软件的任何升级、新版本、发布或增强(统称为“升级”), 除非卖方自行决定明确同意并收取由卖方决定的额外费用。卖方保留自行决定免费对软件进行计划外升级的权利。如果卖方提供对软件的任何升级, 则术语“软件”应被视为包括此类升级。

(9) Seller shall have no liability for Quality Defects that become apparent after the Delivery due to Buyer's failure to implement an update made available by Seller.

对于因买方未能实施卖方提供的更新而在交付后出现的明显质量缺陷, 卖方不承担任何责任。

NO IMPLIED WARRANTIES

(10) The express warranties Seller makes in this clause 3 are the only warranties it will make. There are no other warranties or conditions, whether statutory, oral, express or implied. In particular, there are no implied warranties of merchantability or fitness for a particular purpose.

卖方在本第 3 条中作出的明示保证是卖方将作出的唯一保证。不存在其他的保证或条件, 无论是法定的、口头的、明示的还是默示的。特别是, 没有对适销性或适合某一特定目的的默示保证。

4. LIMITATION OF LIABILITY 责任限制

Notwithstanding any other provision in the Agreement, the following limitations of liability shall apply:

尽管本协议中有任何其他规定, 以下责任限制仍应适用:

(1) To the extent permitted by law, in no event shall Seller or any of its affiliates or subcontractors or sub-suppliers be liable to Buyer or any indemnified party for any: (1) loss of profits or loss of revenue or business opportunity (whether foreseeable or not), loss of use, loss of production, increase of production costs, loss by reason of shutdown of facilities or inability to operate a facility at full capacity, cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether foreseeable or not; or (2) any incidental, indirect, special, consequential, immaterial, moral or punitive damages of any nature.

在法律允许的范围内, 在任何情况下, 卖方或其任何关联方、分包商或次级供应商均不对买方或任何受偿方承担以下任何责任:(1)利润损失、收入损失或商业机会损失(无论是否可预见)、使用损失、生产损失、生产成本增加、设施关闭或无法满负荷运行造成的损失、为履行产品功能而获得其他手段的成本、未来合同损失、客户索赔、资金成本或资金使用损失, 无论每种情况是否可预见;或(2)任何附带的、间接的、特殊的、后果性的、非物质的、道德的或惩罚性的任何性质的损害赔偿。

(2) To the extent permitted by law, Seller's (including its affiliates and sub-suppliers) aggregate liability for all claims of any kind, for any loss, damage or expense arising out of or connected with the work or the Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, shall in no event exceed 50% of the price for the Products, Services and/or Software under the Agreement (the "Contract Price").

在法律允许的范围内, 卖方(包括其关联方和次级供应商)对因工作或本协议或因履行或违反本协议而引起的或与之相关的任何类型的所有索赔、任何损失、损害或费用, 以及为通过性能测试而履行整改义务的费用, 在任何情况下均不得超过本协议项下产品、服务和/或软件(总)价格(“合同价格”)的 50%。

(3) The limitations and exclusions of liability set forth in this clause 4 shall take precedence over any other provision of the Agreement and shall, to the extent permitted by law, apply whether the claim is based on contract, warranty, delict, tort, strict liability, liquidated damages, indemnity, or otherwise. The remedies provided in the Agreement are Buyer's exclusive remedies. 本第 4 条中规定的责任限制和排除应优先于本协议的任何其他规定, 并应在法律允许的范围内适用, 无论索赔是基于合同、保证、侵权、严格责任、违约金、赔偿或其他。本协议中规定的救济是买方的排他性救济。

(4) All liability of Seller, its officers, directors, employees, subcontractors, sub-suppliers or affiliated companies, resulting from, arising out of or connected with the Products, the Services, the Software or the Agreement or from the performance or breach thereof shall preclude 24 months upon the commencement of the initial Warranty Period.

卖方、其管理人员、董事、雇员、分包商、次级供应商或关联公司因产品、服务、软件或本协议或因履行或违反本协议而产生、引起或与之相关的所有责任, 应在初始保证期开始后 24 个月结束后。

5. CHANGES 变更

(1) The parties shall not make any changes to the Products, Services or Software, unless Buyer and Seller have executed a written change order ("Change Order") for such change. Any such Change Order shall include an appropriate adjustment to the Contract Price and the delivery terms. If the change impairs Seller's ability to satisfy any of its obligations, the Change Order shall include appropriate modifications to the Agreement. If, after the date of the quotation or order confirmation, new or revised governmental requirements, standards, regulations, taxes and/or duties become effective ("Changes in Law"), the change shall be subject to this clause 5.

双方不得对产品、服务或软件进行任何变更, 除非买方和卖方就该等变更签署了书面变更单(“变更单”)。任何此类变更单应包括对合同价格和交货条款的适当调整。如果变更损害了卖方履行其任何义务的能力, 则变更单应包括对本协议的适当修改。如果在报价或订单确认日期之后, 新的或修订的政府要求、标准、法规、税收和/或关税生效(“法律变更”), 则该变更应遵守本协议第 5 条。

(2) Seller shall be entitled to an extension of time and/or reimbursement of additional costs (including costs incurred to avoid or mitigate such event) for events that have an impact on Seller's performance of the Agreement, such as, but not limited to, changes, site risks, unforeseen conditions, Buyer's default or delay, Changes in Law, Force Majeure, transport disruption if the respective Agreement involves the international shipment of Products (or parts thereof) or sea freight, or any other reasons not solely attributable to Seller.

对于影响卖方履行本协议的事件, 例如但不限于变更、现场风险、不可预见的情况、买方的违约或延误、法律变更、不可抗力、运输中断(如果本协议涉及产品(或其部分)的国际运输)或海运, 或不能完全归咎于卖方的任何其他原因, 卖方有权要求延期并/或获得额外费用(包括为避免或减轻该等事件而产生的费用)的补偿。

6. TAXES 税收

The Contract Price does not include any sales, use, excise or other taxes. In addition to the Contract Price specified in the Agreement, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, the Software or the performance of Services shall be invoiced to and paid by Buyer, unless Buyer provides a tax exemption certificate acceptable to the relevant taxing authorities.



合同价格不包括任何销售税、使用税、消费税或其他税费。除本协议规定的合同价格外，任何当前或未来的销售、使用、消费税或其他适用于销售或使用产品、软件或服务履行的税款，均应由买方开具发票并支付，除非买方提供相关税务机关可接受的免税证明。

7. RETENTION OF TITLE 所有权保留

The ownership in the Products shall remain with Seller until all payments will have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such retention of title and to protect Seller's interest in the Products.

在全部付款付清之前，产品的所有权仍归卖方所有。买方承认，卖方可以按照适用法律的要求提交融资报表或类似文件，并可以采取其认为合理必要的一切其他行动，以完善和维持该等所有权保留，并保护卖方在产品中的利益。

8. SET OFF 抵销

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under the Agreement or otherwise.

买方或其任何关联方均无权就本协议项下或其他项下的欠款向卖方或其任何关联方提出抵销索赔。

9. SITE RISKS 现场风险

(1) Concealed Conditions: Seller shall be entitled to an extension of time and/or reimbursement of additional costs due to any concealed conditions on site or other events and circumstances attributable to Buyer's sphere of influence, such as, but not limited to, strikes of personnel not employed by Seller, lockouts or other industrial disturbances, which have an impact on the performance of Seller's obligations.

隐蔽条件:由于现场任何隐蔽条件或买方影响范围内的其他事件和情况，例如但不限于非卖方雇用人员的罢工、停工或其他工业骚乱，影响卖方履行其义务，卖方应有权要求延期和/或补偿额外费用。

(2) Environmental Remediation: Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by Change Order or otherwise to perform any environmental remediation as part of the supply of the Products and/or Services, including, but not limited to, asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer shall contract directly with a qualified third party to perform such work.

环境修复:买方承认，卖方不是环境修复方面的专家，并且不应根据变更单或作为产品和/或服务供应的一部分去进行任何环境修复，包括但不限于石棉和含铅油漆的去除。如果有必要进行任何环境修复，买方应直接与合格的第三方签订合同来执行该等工作。

(3) Buyer's obligations: Unless otherwise stated in the Agreement, Buyer shall be responsible for: (i) granting access to Buyer's premises during normal working hours; (ii) providing and instructing Seller with all regulations applicable and to be complied with on Buyer's site; (iii) physically disconnecting and isolating the Equipment from existing piping and electrical power before Service is being rendered, and taking adequate precautions that re-connection and resumption of operation of the Equipment does not take place until the Service is completed; (iv) emptying the Equipment and freeing it from any toxic or harmful substances necessary to render the Service in a safe and proper manner; (v) maintaining the area entirely free of combustible and toxic substances and providing fire protection service until the Service is completed; (vi) determining the prior condition of the portion of the Equipment not being part of the Service, and its ability to withstand the Service and any tests that may be necessary; (vii) protecting and monitoring Seller's materials and supplies used for the Service; (viii) the safety of its own staff working on site; (ix) providing Seller with the history of the Equipment, if requested by Seller. If Buyer does not fulfill its obligations or prevents the Seller from executing the Service, Seller shall be entitled to an extension of time and/or reimbursement of additional costs incurred by the Seller.

买方的义务:除非本协议另有规定，买方应负责: (1) 在正常工作时间内允许卖方进入买方的场所; (2) 向卖方提供并指导其遵守买方现场适用的所有规定; (3) 在提供服务之前，将设备与现有管道和电力实际断开并隔离，并采取适当的预防措施，在服务完成之前，不得重新连接和恢复设备的运行; (4) 清空设备，清除任何有毒或有害物质，以便以安全和适当的方式提供服务; (5) 保持该区域完全没有可燃和有毒物质，并提供消防服务，直到服务完成; (6) 确定不属于服务范围的设备部分的先前状况及其承受服务和任何必要测试的能力; (7) 保护和监控卖方用于服务的材料和供应品; (8) 其在现场工作的员工的安全; (9) 如果卖方要求，向卖方提供设备的历史记录。如果买方未履行其义务或阻止卖方执行服务，卖方有权要求延期和/或补偿卖方产生的额外费用。

10. TERMINATION 终止

(1) A party may terminate the Agreement, if the other party is in material breach of the Agreement and a cure period of at least 30 days has been granted to the breaching party, which has elapsed without success. In case of such termination by Buyer, Seller shall be compensated for the costs incurred up to the date of termination in relation to the performance of the Agreement.

如果一方严重违反本协议，且在已给予的至少 30 天的补救期内但仍未成功补救，则另一方可以终止本协议。如买方终止本协议，卖方应获得截至本协议终止之日因履行本协议而发生的费用补偿。

(2) A termination for convenience may only be granted to Buyer upon payment of Seller's termination charges, including any costs, overhead and profit incurred and costs incurred arising out of termination, provided, that in no event Seller's termination charges shall be less than 25% of the Contract Price.

买方只有在支付卖方的终止费(包括因终止而产生的任何费用、间接费用和利润)以及因终止而产生的费用后，方可因便利而终止合同，但在任何情况下，卖方获得的终止费不得低于合同价格的 25%。

11. CONFIDENTIALITY 保密

(1) "Confidential Information" shall mean all non-public confidential or proprietary information, whether written, oral or in any other form, derived from or produced by the business and operations of Seller, and all confidential or proprietary information of a third party in the possession of Seller, and shall include without limitation any and all trade secrets, techniques, discoveries, ideas, inventions, concepts, software in various states of development, designs, drawings, images, specifications, data, diagrams, research, financial information, economic and financial analyses, processes, strategic plans and analyses, marketing and advertising techniques and materials or plans, customer and vendor names, new product launches, price lists or policies, sales data, employee files, and training materials, and all record bearing media containing or disclosing such information, as well as any such information or media created by or in the possession of Buyer that embodies or is derived from any confidential and/or proprietary information of Seller.

“机密信息”系指从卖方的业务和运营中获得或产生的所有非公开的机密或专有信息，无论是书面的、口头的还是其他形式，以及卖方拥有的第三方的所有机密或专有信息，包括但不限于任何和所有商业秘密、技术、发现、想法、发明、概念、处于各种开发状态的软件、设计、图纸、图像、规格、数据、图表、研究、财务信息、经济和财务分析、流程、战略计划和分析、营销和广告技术和材料或计划、客户和供应商名称、新产品发布、价目表或政策、销售数据、员工档案和培训材料，以及包含或披露此类信息的所有记录媒体，以及由买方创造或拥有的包含或源于卖方的任何机密和/或专有信息的任何此类信息或媒体。



(2) Buyer acknowledges that the information which Seller shares with Buyer (whether orally, in written form or in any other form) in connection with the quotation, acknowledgment or performance of the Agreement includes Seller's Confidential Information. Buyer agrees not to disclose such Confidential Information to third parties without Seller's prior written consent. Buyer shall not – and agrees to not cause, allow or aid third parties to – analyse, decompile, disassemble, measure the properties of, attempt to derive the source code of, or otherwise reverse-engineer Seller's Confidential Information.

买方承认，卖方与买方分享的与本协议的报价、确认或履行有关的信息(无论是口头、书面或任何其他形式)包括卖方的机密信息。买方同意未经卖方事先书面同意，不向第三方披露该等机密信息。买方不得（并同意不导致、允许或帮助第三方）分析、反编译、反汇编、测量卖方机密信息的属性、试图获取其源代码或以其他方式对其进行反向工程。

12. INTELLECTUAL PROPERTY 知识产权

(1) All intellectual property rights in respect of the design, manufacture and supply of the Products as well as intellectual property vested in drawings, specifications, documents, data and Software made available by Seller to Buyer shall be owned solely by Seller and shall remain its property.

与产品的设计、制造和供应有关的所有知识产权，以及由卖方提供给买方的图纸、规格、文件、数据和软件中的知识产权，均单独归卖方所有，并仍属其财产。

(2) Seller grants to Buyer a non-exclusive, non-transferable, royalty-free, license to install, operate and maintain the Products. Buyer further agrees that it is not allowed to permit any third party to fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with the Agreement. Buyer shall defend and indemnify Seller from and against any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against all related costs, charges and expenses (including attorney fees).

卖方授予买方安装、操作和维护产品的非排他性、不可转让、免版税许可。买方进一步同意，不允许任何第三方根据卖方的图纸制造产品或其任何部件，也不允许使用与本协议无关的图纸。买方应就第三方未经卖方事先书面同意而制造的任何产品或其部分而引发相关的人身伤害(包括死亡)或财产损失的任何索赔、诉讼或责任，以及所有相关的成本、费用和开支(包括律师费)，为卖方抗辩和进行赔偿。

(3) Seller grants to Buyer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to install and run the Software for Buyer's business purposes, limited to the configuration of the Products and the operating system for which the Software is ordered and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile, translate, transfer from object code to source code or reproduce the Software, without Seller's prior written consent. Except to the extent that the parties otherwise agree in writing, Buyer's license to use such Software shall terminate upon breach of the Agreement by Buyer, including, without limitation, breach of payment or confidentiality obligations.

卖方授予买方非排他性的、不可转让的、不可再许可的、可撤销的许可，允许其为买方的业务目的安装和运行软件，但仅限于订购软件的产品和操作系统的配置，以及卖方相关操作文档中规定的最终使用目的。买方同意，未经卖方事先书面同意，其本人或任何第三方均不得修改、反向工程、反编译、翻译、从目标代码转换到源代码或复制软件。除双方另有书面约定外，买方使用该等软件的许可应在买方违反本协议时终止，包括但不限于违反付款或保密义务。

(4) Unless otherwise agreed in writing, the fees for the Software license are included in the Contract Price. Any subsequent Upgrades of the Software made by Seller are, at Seller's option, subject to a fee.

除非另有书面约定，软件许可费包含在合同价格中。卖方对软件进行的任何后续升级，由卖方自行决定是否需支付费用。

13. MACHINE DATA 机器数据

(1) Seller and Seller's affiliates are entitled to Process (as defined below) the Machine Data (as defined below), specifically, but not limited to, facilitating, adapting, maintaining, rectifying, safeguarding, enhancing, and/or developing the Products and/or Services offered by the Seller and its affiliates. Seller and its affiliates are entitled to transfer the Machine Data to and Process it in foreign jurisdictions, particularly those in which Seller and its affiliates conduct business operations. Buyer hereby agrees to secure and maintain all requisite rights that enable Seller and its affiliates to Process the Machine Data.

卖方及其关联方有权处理(定义见下文)机器数据(定义见下文)，具体而言，但不限于促进、调整、维护、纠正、保护、增强和/或开发卖方及其关联方提供的产品和/或服务。卖方及其关联公司有权将机器数据转移到外国司法管辖区并在其进行处理，特别是卖方及其关联公司开展业务运营的地区。买方特此同意确保并维护卖方及其关联方处理机器数据的所有必要权利。

(2) "Process" means any operation or set of operations which is performed on the Machine Data or on sets of such data in electronic format, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“处理”是指对机器数据或电子格式的数据集进行的任何操作或一组操作，无论是否通过自动化手段，如收集、记录、组织、结构化、存储、改编或修改、检索、咨询、使用、通过传输、传播或以其他方式提供的披露、对齐或组合、限制、删除或销毁。

(3) "Machine Data" means any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording relating to the Products, the Equipment and/or Services, in particular, but not limited to, condition parameters (e.g. temperature, vibration), generated by the use, during maintenance, repair or non-use of the Product, the Equipment or by another device (e.g. sensor, meter whether embedded in the Products, external or remote).

“机器数据”系指与产品和/或服务有关的行为、事实或信息的任何数字表示，以及对此类行为、事实或信息的任何汇编，包括以声音、视觉或视听记录的形式，特别是但不限于使用、维护、修理或不使用产品或其他设备(例如传感器、仪表，无论是否嵌入产品、外部或远程)时产生的条件参数(例如温度、振动)。

(4) Subject to the confidentiality obligations as per clause 11, Seller is entitled to keep copies of such Machine Data, files created by automatic computer back-up and archiving procedures and to Process the Machine Data even after expiration or termination of the Agreement.

根据第 11 条规定的保密义务，卖方有权保留该等机器数据的副本、通过计算机自动备份和归档程序生成的文件，并有权在本协议期满或终止后处理该等机器数据。

(5) Buyer expressly acknowledges and agrees that the consideration for granting this data processing permission, as stipulated in this clause, has been factored into the Contract Price. Accordingly, no fees or remuneration are required to be paid by Seller for such permission.

买方明确承认并同意，本条款规定的授予此数据处理许可的对价已包含在合同价格中。因此，卖方无须为该等许可支付任何费用或报酬。

14. END USER 最终用户

(1) If so requested by Seller, Buyer shall issue an End-Use certificate (EUC) for the Products within 10 business days after the Agreement has been concluded. If Buyer does not provide such EUC, Buyer shall defend, indemnify and hold harmless Seller and Seller's directors, officers, employees, agents, subcontractors and sub-suppliers from and against any actions, claims, costs, losses or expenses for which Seller would not have been liable or from which Seller would have been indemnified, if Buyer had obtained such EUC.



如果卖方要求, 买方应在本协议签订后 10 个工作日内签发产品的最终用途证书(EUC)。如果买方未提供该等证书, 则买方应为卖方及其董事、高级职员、雇员、代理、分包商和次级供应商进行辩护、赔偿并使其免受任何诉讼、索赔、成本、损失或费用损害, 因为如果买方获得了该等证书, 卖方本不承担有关责任或本可获得赔偿。

(2) If Buyer resells or otherwise transfers the Products, Buyer ensures compliance with all foreign trade regulations, such as, but not limited to, export control regulations and sanctions, and indemnifies and holds harmless Seller, including its legal representatives, from and against any claims resulting from a violation of these rules. Furthermore, Buyer shall be obliged to name (i) the end user, (ii) the Equipment including the serial number, where the Product will be installed and (iii) the country where the Products are used. In the event that Seller is at risk of violating any sanctions, trade embargoes or similar regulations, when fulfilling its contractual obligations, Seller shall be entitled to terminate the Agreement. Seller shall be reimbursed the Contract Price for any completed work, the costs incurred for work in progress (including preparatory work) and costs incurred arising out of termination.

如果买方转售或以其他方式转让产品, 买方应确保遵守所有外贸法规, 例如但不限于出口管制法规和制裁, 并赔偿卖方(包括其法定代表人)因违反这些规则而产生的任何索赔, 并使其免受损害。此外, 买方有义务说明(i)最终用户, (ii)将安装产品到什么设备及其序列号, 以及(iii)使用产品的国家。如果卖方在履行其合同义务时存在违反任何制裁、贸易禁运或类似法规的风险, 卖方应有权终止本协议。卖方应按合同价格被补偿已完成的工作、正在进行的工作(包括准备工作)的费用和因终止而产生的费用。

15. FORCE MAJEURE 不可抗力

(1) "Force Majeure" shall mean all events beyond the reasonable control of either party, whether foreseeable or not, which affect the performance of the Agreement, including, without limitation, acts of public enemy, wars, riots, strikes, acts of authorities, earthquakes, fires, storms, severe weather, floods, epidemics and pandemics, inability to obtain labor or materials from usual sources, or serious accidents involving the work of sub-suppliers.

“不可抗力”系指超出任何一方合理控制范围、无论可预见与否、影响本协议履行的所有事件, 包括但不限于: 公敌行为、战争、骚乱、罢工、当局行为、地震、火灾、风暴、恶劣天气、洪水、流行病、无法从通常来源获得劳动力或材料, 或涉及次级供应商工作的严重事故。

(2) Restrictions arising from or in connection with the COVID-19 pandemic (e.g. transport restrictions, delays, facility shutdowns, travel restrictions, border closures, etc.) which make it impossible or unreasonably difficult to comply with the delivery or performance time, shall be deemed to be a Force Majeure event within the meaning of this clause 15, if the specific restriction did not exist at the time the offer was submitted by Seller or was not yet known to the Seller at this time.

由 COVID-19 大流行引起的或与之相关的限制(例如运输限制、延误、设施关闭、旅行限制、边境关闭等)导致不可能或不合理地难以遵守交付或履行时间, 如果卖方在提交报价时不存在或此时卖方尚不知道具体限制, 则应视为本第 15 条所指的不可抗力事件。

(3) If either Buyer or Seller is unable to carry out its obligations under the Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected notifies the other of such delay within a reasonable period of time, then all obligations that are affected by Force Majeure shall be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

如果买方或卖方中的任何一方由于不可抗力而无法履行其在本协议项下的义务(支付本协议项下到期款项的义务除外), 并且受影响的一方在合理的时间通知另一方该等延迟, 则受不可抗力影响的所有义务应在不可抗力期间以及恢复履行其义务所需的额外时间内暂停或减少。交货时间表将根据该延迟进行调整。

(4) If the period of suspension or reduction of operations will extend for more than 4 consecutive months, then either Buyer or Seller may terminate the Agreement. Seller shall be reimbursed the Contract Price for any completed work, the costs incurred for work in progress (including preparatory work) and costs incurred arising out of the termination. 如果暂停或减少作业的期限将连续延长 4 个月以上, 则买方或卖方中的任何一方都可以终止本协议。卖方应就任何已完成的工作、正在进行的工作(包括准备工作)所产生的费用以及因合同终止而产生的费用, 获得合同价格的补偿。

16. SANCTIONS 制裁

The Buyer acknowledges and undertakes that the Buyer shall not (and shall not permit or cause any other person or entity to), directly or indirectly, (a) sell, provide, export, re-export, transfer, lease, deliver or grant access to the Products (any part thereof), any other deliveries, goods, Services or works delivered, provided or to be delivered or provided under or in connection with the Agreement, or (b) license, sublicense, transfer, deliver, grant access or (re)export any intellectual property rights, trade secrets or other information, materials or documents obtained, licensed or accessed under or in connection with the Agreement, to (or for use in) Russia, Belarus, Crimea and non-government controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. Breach of this clause shall constitute a material breach of the contract by the Buyer hereunder. The Buyer shall immediately inform the Seller on any actions taken by any person or indications, which would lead to the breach of the foregoing.

买方承认并承诺, 买方不得(并且不得允许或促使任何其他个人或实体)直接或间接地: (a) 出售、提供、出口、再出口、转让、租赁、交付或授予访问产品(其中的任何部分)、根据本协议或与本协议有关而交付、提供或将要交付或提供的任何其他交付、货物、服务或作品、或 (b) 向俄罗斯、白俄罗斯、克里米亚和乌克兰顿涅茨克州、赫尔松州、卢甘斯克州和扎波罗热州的非政府控制区(或在这些地区使用)许可、分许可、转让、交付、准许访问或(再)出口根据本协议获得的或与本协议有关的任何知识产权、商业秘密或其他信息、材料或文件。违反本条款将构成买方对合同的实质性违约。买方应立即通知卖方任何可能导致违反上述条款的个人或迹象所采取的任何行动。

17. FINAL PROVISIONS 最后条款

(1) If Buyer does not accept delivery according to the Agreement or Seller cannot effect delivery for reasons not solely attributable to Seller, including Force Majeure, the risk of damage to or loss of the Products shall pass to Buyer, any payments due upon or after delivery shall become due, Seller shall be entitled to store the Products in a warehouse of its choice or at Seller's/sub-supplier's premises, Seller shall be entitled to invoice any additional costs incurred, and the Warranty Period shall begin.

如买方不按协议接受交货, 或卖方因非完全归咎于卖方的原因(包括不可抗力)无法交货, 则产品损坏或灭失的风险应转移给买方, 交货时或交货后应付的任何款项应到期, 卖方有权将产品存储在其选择的仓库或卖方/次级供应商的场所, 卖方有权开具发票, 以支付产生的任何额外费用, 并且开始计算质保期。

(2) If the parties have expressly agreed in writing on a fixed delivery date or fixed performance date, liquidated damages for delay shall apply to the date of delivery (or date of last main shipment in case of partial shipment) or date of performance, as the case may be; all other delivery or performance dates are considered to be indicative only and shall have no binding effect. Seller's liability for late delivery or late performance for reasons solely attributable to Seller is limited to the payment of liquidated damages in the amount of 0.5% of the Contract Price of the delayed Product(s) and/or Service per full week of delay after a 2-week grace period. The aggregate amount of liquidated damages for delay shall be limited to 5% of the Contract Price of the delayed Product(s) and/or the delayed portion of the Services. Liquidated damages shall be Buyer's sole and exclusive remedy for delay. Buyer shall not be entitled to claim liquidated damages, if the delay has not delayed Buyer's ability to use the Products or Equipment.

合同双方就固定的交货日期或固定履约日期有书面明确约定的, 迟延履行违约金从交货日期(或者分批交货的最后一次主要装运日期)或履约日期(视情况而定)后起算;其他所有交货日期或履约日期均视为指示性日期, 不具有约束力。卖方因完全归咎于卖方的原因而延迟交货或延迟履约的责任, 仅限于在 2 周宽限期后, 每延迟整整一周, 按延迟交货产品或服务延迟部分的合同价格的 0.5% 支付违约金。迟延履行违约金的总额不得超过迟



延产品和/或服务迟延部分合同价格的 5%。违约金应是买方对延迟的唯一和排他性救济。如果延迟并未影响买方使用产品或设备, 买方无权要求违约金。

(3) If performance guarantees are expressly agreed between the parties, the following shall apply: Seller's liability for failure to achieve performance guarantees is limited to the payment of liquidated damages pursuant to Seller's acceptance and test protocol. Liquidated damages for non-achievement of performance guarantees shall be limited to 5% of the Contract Price as Buyer's sole and exclusive remedy.

如果双方明确约定了性能保证, 则应适用以下条款:(ii)卖方未能实现性能保证的责任仅限于按照卖方的验收和测试协议支付违约金。未实现履约保证的违约金应限于合同价格的 5%, 作为买方唯一和排他性的救济。

(4) The aggregate liability for all liquidated damages shall be limited to 10% of the Contract Price.

所有违约金的总责任以合同价格的 10%为限。

(5) Buyer shall promptly notify Seller of any claim for damages in writing, otherwise Buyer shall not be entitled to obtain any compensation.

买方应及时以书面形式通知卖方任何损害赔偿要求, 否则买方无权获得任何赔偿。

(6) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable mandatory federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

卖方声明, 卖方制造的任何产品或其部件将按照适用于其制造的所有适用的强制性联邦、州和地方法律, 并按照卖方的工程标准生产。卖方产品没有义务再遵守任何其他规格、标准、法律或法规。

(7) The Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Neither party shall assign the Agreement or any of the rights or obligations thereunder without the prior written consent of the other party, with the exception of Seller's right to assignment for insurance and financing purposes.

本协议仅适用于买方和卖方及其各自的继承人和受让人的利益。未经另一方事先书面同意, 任何一方不得转让本协议或本协议项下的任何权利或义务, 但卖方为保险和融资目的而转让的权利除外。

(8) The Agreement contains the entire and only agreement between the parties with respect to the subject matter thereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and Software and any prior course of dealings or usage of trade not expressly incorporated therein. 本协议包含双方之间关于本协议标的物的完整且唯一的协议, 并取代买方和卖方之间关于产品、服务和软件的所有先前口头和书面谅解, 以及本协议中未明确包含的任何先前的交易过程或贸易惯例。

(9) The Agreement may only be modified, supplemented or amended in writing. Seller's waiver of any breach by Buyer of any terms of the Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of the Agreement at any time shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.

本协议只能以书面形式进行修改、补充或修订。卖方对买方违反本协议任何条款的弃权也必须以书面形式作出, 卖方的任何弃权或在任何时候未能执行本协议的任何条款和条件, 均不影响、限制或放弃卖方此后强制执行和强制严格遵守本协议每一条款和条件的权利。

(10) (i) This Agreement is governed by the laws of Singapore. However, the "Rights of third parties act (2001)" and "The United Nations Convention on Contracts for the International Sale of Goods (1980)" as well as the conflict of law provisions shall not apply.

本合同受新加坡法律管辖。但是, 《第三方权利法》(2001 年) 和《联合国国际货物销售合同公约》(1980 年) 以及冲突法规则不适用。

(ii) Only in case both parties are located in the same country or region (other than Mainland China), the Agreement shall be governed by the law of that country or region.

只有当买卖双方位于中国大陆以外的同一个国家或地区, 本协议才受该国家或地区的法律管辖。

(11) In case both parties are located in the same country, any dispute, controversy or claim arising out of, or in relation to the Agreement, including regarding the validity, invalidity, breach, or termination thereof shall be settled by the competent national court of that country. In all other cases any dispute, controversy or claim arising out of, or in relation to, the Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") in force on the date on which the Notice of Arbitration is submitted. The number of arbitrators shall be one (for disputes up to 1 million Euro) or three (for disputes with a value higher than 1 million Euro). The seat of the arbitration shall be Hong Kong, China. The arbitral proceedings shall be conducted in English. The rendered award is final and binding on both Parties. Without prejudice to the foregoing, the Seller reserves the right to initiate legal proceedings before the competent court of the Buyer.

如果双方位于同一国家, 则因本协议引起的或与本协议有关的任何争议、争议或索赔, 包括关于本协议的有效性、无效性、违约或终止的争议、争议或索赔, 应由该国主管法院解决。在所有其他情况下, 由本协议引起的或与本协议有关的任何争议、争议或索赔, 包括本协议的有效性、无效性、违约或终止, 应提交新加坡国际仲裁中心并根据仲裁通知之日该中心有效的仲裁规则(“SIAC 规则”), 通过仲裁解决。仲裁员的人数应为一(对于 100 万欧元以下的争议)或三名(对于价值高于 100 万欧元的争议)。仲裁地为中国香港。仲裁程序应以英文进行。仲裁裁决是终局的, 对双方具有法律拘束力。在不影响上述规定的前提下, 卖方保留向买方主管法院提起法律诉讼的权利。

(12) Whenever one or several provisions of the Agreement become (partly or totally) invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions. An invalid, ineffective or unenforceable provision shall be deemed replaced by a valid, effective and enforceable provision that comes closest to the intended economic result.

当本协议的一项或几项条款(部分或全部)无效或不可执行时, 不应影响其余条款的有效性或可执行性。无效或不可执行的条款应被视为最接近预期经济结果的有效和可执行条款所取代。