

1. Warranties

保证限制

- 1.1. The Seller promises that the warranty period for general products (excluding consumables) is one year, unless otherwise agreed upon..

卖方保证，一般产品（不包括耗材）的质保期为一年，除非另行协商约定。

- 1.2. The Buyer is responsible for determining that the goods are suitable for the Buyer's use and that such use complies with any applicable law.

买方应自行确定设备适用于买方用途，且该等用途符合相关法律要求。

- 1.3. Within five working days after the goods arrive at the buyer's location, the buyer shall inspect the quantity, specifications, and the condition of the packaging of the goods delivered, in accordance with the agreement. If damage to the packaging or shortages, defects, or damage to the goods are found, the buyer should notify the seller in writing. If the buyer does not raise any objections within five working days, the goods are considered accepted, and the seller will not accept any related requests for returns or exchanges.

在货物抵达买方的5个工作日内，买方依据约定对运抵货物的数量、规格、包装完好程度进行清点检验。如发现包装破损或货物出现缺漏、损毁，则买方应书面通知卖方。如买方在5个工作日内未提出异议，则视为验收通过，卖方不再受理任何相关退换货申请。

- 1.4. Within 10 working days after the goods arrive at the buyer's location, the buyer shall inspect the quality of the goods delivered in accordance with the agreement. If the seller confirms the existence of quality issues, the seller shall be responsible for making up, replacing, repairing, or reshipping the goods, and shall deliver them to the designated delivery location within a reasonable time. If the buyer does not raise objections within 10 working days, the quality acceptance is considered to have passed, and the seller will no longer accept related return or exchange requests.

在货物抵达买方的10个工作日内，买方依据约定对运抵货物的质量进行检验。如经卖方确认存在质量问题的，卖方应负责增补、调换、维修或重新发货，并在合理时间内运抵指定的交货地点。如买方10个工作日内未提出异议，则视为质量验收通过，卖方不再受理相关退换货申请。

- 1.5. If the Buyershall fail to pay when due any portion of the purchase price or any other payment required from the Buyer to the Seller under this contract, the warranty granted under section 1.1 may, at the Seller's option, be terminated. The buyer shall bear interest at the rate of LPR for each day of overdue payment. And the ownership of the goods does not transfer.

如果买方未能支付本合同项下所约定的、应由买方向卖方支付的任何部分的到期应付货款或任何其他付款，则卖方有权单方终止本第1.1条项下所授予的所有保证与补救措施。且每逾期一日，买方应按同期银行贷款利率承担利息。另货物的所有权不发生转移。

2. Liability and Indemnity

责任与赔偿

- 2.1. The Seller shall indemnify the Buyer against liabilities incurred or suffered by the Buyer in connection with any death or personal injury caused by the Seller's subjective malice resulting from any defect in the goods caused by the Seller.

卖方应确保，买方不因卖方导致的产品缺陷而承担任何人身损害赔偿 责任；就该等损害赔偿责任，应由卖方予以承担。

- 2.2. The Seller shall be liable to the Buyer for physical loss of or physical damage to property of the Buyer caused by the Seller's negligence or which results directly from a breach of this contract by the Seller or directly from any defect in the goods caused by the Seller.

因卖方过失、卖方违约行为或卖方原因造成的产品缺陷，直接导致买方**实体损失**或买方有形财产的损失（包括但不限于买方的实际赔付），卖方应当向买方承担责任。

- 2.3. The Seller's total liability to the Buyer in respect of loss or damage arising under section 2.1 and 2.2 shall be limited to the total amount payable by the Buyer under this contract.

就第2.1条、第2.2条中所约定的损失或损害，卖方的全部责任应限定于买方根据本合同所应支付的全部价款。

- 2.4. In no event shall the Seller be liable for any indirect, special or consequential losses including but not limited to loss of use, business, information, data, production, goodwill, revenue, profits or opportunity.

在任何情形下，卖方均不承担任何特别、间接、附带或从属损失，包括但不限于基于对丧失用途、业务、生产、商誉、利润损失或商机的主张所提出的损失。

- 2.5. The Buyershall indemnify the Seller, its officers, employees, subsidiaries, parents and affiliates against liabilities for death or personal injury to any person or for loss of any property caused by the Buyer's negligence.

买方应确保，卖方及其经理人员、雇员、分支机构、母公司及联属机构不因买方过失而承担任何人身损害或财产损失；就该等人身损害及财产损失，应由买方予以承担。

3. Force Majeure

不可抗力

- 3.1. If the supply of goods by the Seller is prevented, delayed or rendered uneconomic by reason of events or circumstances beyond the Seller's reasonable control, including but not limited to war, terrorist action, civil unrest, labour strikes, fire, flood, typhoon, earthquake, then the Seller may, without incurring liability to the Buyer, extend the date of delivery of the goods or reduce the quantity of the goods ordered.

如果本合同任何一方由于不可抗力而不能、延迟履行本合同，例如因战争，严重火灾，洪水，台风，地震或任何其他情形令卖方按照合同交货成为不可能或不可行，且该等情形并非卖方所能合理预见，则合同的履行日期将相应延长或减少订单货物供应量。

- 3.2. If the event of force majeure continues for a continuous period in excess of [30] days either party shall be entitled to give immediate written notice to the other party to terminate the contract.

如果上述不可抗力持续时间超过30天，任何一方均有权向对方提出书面通知解除本合同。

4. Intellectual Property Rights

知识产权

- 4.1. The Buyer shall maintain the intellectual property rights of the Seller and its products. It is prohibited to directly or indirectly, or to assist in the manufacture, sale, or promotion of counterfeit or substandard products (including any product that infringes or may infringe the intellectual property rights of the Seller or its products). In the event of a violation, the Buyer shall be liable for punitive liquidated damages in the amount of ten times of the total purchase price. In the event that such liquidated damages are not sufficient to cover the Seller's loss, the Buyer shall also cover all of the Seller's loss (including, but not limited to, attorney's fees and litigation/arbitration costs). In addition, if the Buyer discovers any infringement or possible infringement of the intellectual property rights of the Seller or its products in the course of the enforcement of this Agreement, regardless of whether it is related to the Buyer or not, the Buyer shall report it to the Seller in the first instance.

买方应维护卖方及其产品的知识产权。禁止直接或间接或协助制造、销售、宣传假冒伪劣产品（包含任何侵犯或可能侵犯卖方及其产品知识产权的产品）。如若违反，应承担总采购额的十倍的惩罚性违约金。如该违约金不足以弥补卖方损失的，买方还应弥补卖方的全部损失（包括但不限于律师费、诉讼/仲裁成本）。另，若买方在本协议相关内容履行过程中发现任何侵犯或可能侵犯卖方及其产品知识产权行为的，无论是否与自身相关，均应第一时间报告卖方。

5. Cancellation

合同解除

- 5.1. This contract may be cancelled by the Buyer if the Seller consents in writing to such cancellation and upon any such cancellation the Buyershall pay to the Seller all costs and expenses incurred by the Seller as a consequence of the cancellation.

买方在征得卖方书面同意的前提下，可以解除本合同。就卖方在履行本合同中已发生的所有费用，买方应当向卖方支付。

- 5.2. If the Buyer delays payment for any amount beyond fifteen working days, the Seller has the right to terminate this contract. If the Buyer delays payment for any amount beyond fifteen working days, the Seller has the right to terminate this contract. If the Buyer delays payment for any amount beyond fifteen working days, the Seller has the right to terminate this contract. If the Buyer delays payment for any amount beyond fifteen working days, the Seller has the right to terminate this contract.

若买方逾期支付任意款项超过十五个工作日的，卖方有权解除本合同。

6. Termination

合同终止

Either party may terminate this contract immediately at anytime by written notice to the other party.

在以下情况下，本合同任何一方当事人在任何时候均可向对方当事人发出书面通知，即以终止本合同。

- 6.1. If the other party commits a material breach of the contract which is incapable of remedy or which is not remedied by the party within 30 days of receiving written notice requiring the breach to be remedied.

如对方当事人实质性违约，且该等违约无法补救或对方当事人收到要求补救的书面通知后30日内，实质性违约未能得到补救。

- 6.2. If either party becomes insolvent or bankrupt, goes into liquidation or ceases to carry on its business or has a receiving or administration order made against it.

如果本合同的任何一方资不抵债或破产，并依法进入清算程序、停止经营或收到行政命令要求其停止经营。

7. Disputes and Arbitration

仲裁

- 7.1. If a dispute arises out of or relates to this contract the parties shall first try in good faith to settle the dispute by amicable negotiation.

一切与本合同执行有关的争议应通过友好协商解决。

- 7.2. If the parties are unable within sixty (60) days of the commencement of amicable negotiation to settle the dispute by negotiation then the dispute shall be submitted to Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on both parties.

如合同双方不能通过协商方式在友好协商开始后60日内解决争议，则应将争议提交给上海国际经济贸易仲裁委员会（上海国际仲裁中心），并根据该仲裁委员会当时有效的仲裁规则进行仲裁。仲裁是终局的，对双方具有约束力。

- 7.3. Arbitration under section 7.2 shall take place in Shanghai.

本合同7.2条所述的仲裁应在上海进行。

- 7.4. The language of the arbitration shall be Chinese.

仲裁时应以中文作为仲裁语言。

- 7.5. The arbitration fees and costs shall be borne by the losing party

仲裁费用将由败诉方承担。

- 7.6. Performance of the contract shall continue during negotiation and any conciliation efforts and during arbitration proceedings. No payment due or payable by the Buyer shall be withheld on account of a pending reference to arbitration.

在双方协商及仲裁阶段，本合同应当继续履行。买方的付款义务并不因为存在未决的仲裁而停止履行。

8. Other provisions

其他规定

- 8.1. This contract is governed by and shall be interpreted in accordance with the laws of the People's Republic of China.

本合同适用中华人民共和国法律，并以中华人民共和国法律予以解释。

- 8.2. The terms of the contract may be amended and/or supplemented by agreement between the parties and such amendments and/or supplements shall be recorded in written documents signed/stamped by both parties. Such documents shall form an integral part of the contract.

如需对本合同任何内容进行修改和补充，则应以书面形式由双方签字盖章确认，这些文件将构成本合同的不可分割部分，与本合同具有同等效力。

- 8.3. Neither party may, without the consent of the other party, assign, transfer or delegate any of its rights and obligations under this contract.

任何一方未经合同另一方同意，不得单方将本合同项下的权利义务予以转让、委托给第三人。

- 8.4. If any section of this contract is found to be invalid or unenforceable in whole or in part the other sections of the contract, and any valid part of the affected section, shall continue in force.

如本合同任何章节被发现整体或部分无效或不能履行，本合同其他章节及部分有效章节中的有效部分，应当继续有效。

- 8.5. Any notification or communication given by a party to the other party under this contract shall be in writing and given to the address of the party specified at the beginning of this contract.

本合同项下合同一方当事人向另一方当事人所发出的任何通知，均应以书面方式发送至本合同首页所载明的合同一方当事人的地址。

- 8.6. During the performance of the contract it may be necessary for the Seller to provide information about its business activities, products, services, intellectual property, technical specifications and capability, management and corporate status to the Buyer and all such information disclosed is deemed to be of a confidential nature and the Buyer receiving that information shall keep it confidential, not disclose it to any other person or party and not use it for any purpose other than the performance of this contract.

在本合同履行期间，如果卖方必须向买方提供涉及其商业活动、产品、服务、知识产权、技术细节及性能、公司组织管理状况等信息，该等信息应被视为卖方的保密信息。买方收到该等信息后亦应对其保密，不得将该等信息披露给任何第三人或第三方，且不得用于履行本合同以外的其他目的。

- 8.7. Each party shall perform its obligations under this contract in compliance with all relevant legislation, regulations (including but not limited to export regulations), codes, permits and directives as are applicable to the party and to its respective obligations under this contract.

本合同项下双方当事人都应当遵守法律、法规（包括但不限于出口法规）、规章、许可以及政府指令中对本合同双方当事人以及合同条款的相应规定。

- 8.8. This contract is written in both Chinese and English and in the event of any conflict between the two texts the Chinese text shall govern.

本合同以中英文书写，如中英文版本发生冲突，应以中文版本为准。