

1. Warranties

保证限制

- 1.1. The Seller warrants that all goods shall be free from defects in material and workmanship under normal use for a period of one year from the date of delivery save that the Seller does not warrant that operation of any software will be uninterrupted or error free or that all program errors will be corrected.

卖方保证，自向买方装运之日起一年期间内，在正常使用条件下，其所有设备不存在材料与制造方面的瑕疵，但卖方并不保证软件运行完全不会中断，或不存在任何瑕疵，或所有程序错误均可修正。

- 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. If the Buyer discovers an apparent defect in any of the goods then the Buyer must immediately notify Seller in writing and also return the goods, at the Buyer's cost, to the place nominated by the Seller.

如买方发现设备存在瑕疵后，应当立即以书面方式通知卖方其认为设备中所存在的瑕疵；并且，由买方预付运费，将该等设备运至卖方指定地点。

- 1.4. If after examination of the returned goods the Seller is satisfied that such goods are defective in materials or workmanship the Seller shall at its option repair or replace the goods, and return them to the Buyer shipment prepaid.

经由卖方检查，确认该等设备在材料或制造方面存在瑕疵，卖方有权单方决定修理或更换该等设备，并向买方交还。

- 1.5. If the Buyer shall 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.

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。

- 1.6. The warranty in section 1.1 is exclusive and all other representations, warranties and covenants, express or implied, are excluded. The Buyer's sole and exclusive remedy for any breach of this warranty, shall be as set forth in section 1.4.

上述1.1条中的保证具有排他性，并排除其他任何明示或默示的声明、保证与承诺。违反上述保证，对买方唯一且排他的补救方式，规定于本协议第1.4条。

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 negligence or resulting from any defect in the goods caused by the Seller.

卖方应确保，买方不因卖方过失或其产品的任何缺陷而承担任何人身损害赔偿赔偿责任；就该等损害赔偿赔偿责任，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，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 2.2 shall be limited to the total amount payable by the Buyer under this contract.

就第2.2条中所约定的损失或损害，卖方的全部责任应限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 Buyer shall 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、母公司及附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，地震或任何其他任何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 acknowledges and accepts that any and all intellectual property rights of whatever nature in the goods are and shall remain at all times the exclusive property of the Seller.

买方承诺并同意：无论本合同项下的货物处于何种状态下，货物的知识产权始终排他性地归属于卖方。

- 4.2. The Buyer acknowledges and accepts that all property and title in any and all software supplied by the Seller for use with the goods is and shall remain at all times the exclusive property of the Seller and Seller grants the Buyer a non-exclusive and non-transferable license to use such software solely for use with the goods.

买方承诺并同意：就附随货物一并提供给买方的软件，其知识产权始终排他性地归属于卖方，卖方授予买方在使用本合同项下货物的同时使用该等软件的权利，该等授权是非独占性的，且不得转让。

- 4.3. If any claim is made against the Buyer that the Products infringe any patent, copyright or other rights of any third party, the Seller shall indemnify the Buyer against losses, damages, costs and expenses awarded against, or incurred by the Buyer in connection with the claim provided that: (1) the Seller is notified of the claim and is given full control of any proceedings or negotiations in connection with any such claim; and (2) the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations; and the Seller may, at its expense and option, either (a) procure for the Buyer the right to continue using the Product, (b) replace the Product with a suitable non-infringing product, (c) suitably modify the Product, or (d) refund the purchase price of the Product, less depreciation at twenty percent (20%) per year. This Section 4.3 shall be subject to the limits of liability stated in Section 2.4.

如因产品侵犯任何第三方的任何专利权、版权或其他权利而针对买方提出索赔，卖方应赔偿买方与索赔有关的判由买方支付的或由买方招致的损失、损坏赔偿、费用和支出，但（1）须就本赔偿告知卖方，且卖方应能够完全控制与任何该等赔偿有关的任何诉讼程序或谈判；且（2）买方应就任何该等诉讼程序或谈判给予卖方一切合理帮助；且卖方可以自负费用，（a）为买方获取继续使用产品的权利；（b）用不侵犯上述权利的适当产品替换产品；（c）对产品进行适当修改；或（d）以每年减去20%折旧的计算方法退还产品的购置款项。2.4节中规定的责任限制应适用于本4.3节。

5. Cancellation

合同解除

This contract may be cancelled by the Buyer if the Seller consents in writing to such cancellation and upon any such cancellation the Buyer shall 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。

6. Termination

合同终止

Either party may terminate this contract immediately at any time 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 the China International Economic and Trade Arbitration Commission 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，则应将争议提交给中国国际经济贸易仲裁委员会，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 by the representatives of 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代表签字确认，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无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 a party to provide information about its business activities, products, services, intellectual property, technical specifications and capability, management and corporate status to the other party and all such information disclosed is deemed to be of a confidential nature and the party 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，合同一方当事人可能必须向另一方当事人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，该等信息应被视为合同一方当事人的保密信息。另一方当事人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均应当遵守法律、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 English text shall govern.

本合同以中英文书写，如中英文版本发生冲突，应以英文版本为准。