

WEBSITE GENERAL TERMS AND CONDITIONS OF SALE

网站销售通用条款和条件

1 APPLICATION OF THESE TERM 条款的适用

1.1 Definitions 定义

"Seller" is a company belonging to Konecranes Group of Companies selling the Product over the Portal.

"Buyer" is a company, entity or person purchasing the Product over the Portal.

“卖方”指在通过网站平台销售产品的 Konecranes 集团旗下公司。

“买方”指在网站平台购买产品的公司、实体或自然人。

1.2 These General Terms and Conditions of Sale ("Terms") together with any terms on Seller's website (the website is called the Portal) upon which Buyer has placed its order (collectively, "Contract") constitute the entire agreement between Seller and Buyer with respect to goods Buyer has ordered over the Portal (Product(s)) and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between Seller and Buyer, whether written or oral, relating to its subject matter.

买方基于本销售通用条款和条件（“条款”）以及卖方网站的任何条款（网站被称为“平台”）发出订单，这些条款（合称“合同”）构成了卖方和买方之间关于买方通过平台订购货品的一切协议并且代替了所有之前卖方和买方不论是书面或口头的关于标的的所有协议、承诺、担保、保证、陈述和理解。

1.3 The Contract is binding on Buyer upon placing of an order on the Portal. All orders for Products received by Seller through the Portal shall be governed only by the Contract, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer. Seller hereby rejects any terms and conditions which may be found in any purchase order, release order, or any other form issued by Buyer and hereby notifies Buyer that they are rejected.

当买方通过平台发出订单时，合同对买方产生约束力。即使有任何买方发出的采购订单、放货指令或任何其他形式的条款或条件，所有卖方通过平台收到的产品订单仅由本合同管辖。卖方在此拒绝任何可能列于订购单、放货指令或任何其他形式载体的买方发布的条款和条件并在此将该种拒绝告知买方。

1.4 If Buyer is not an individual, the person placing an order on the Portal such as employee, representative or agent of Buyer hereby confirms that he/she has the authority to bind Buyer to the Contract and the purchase of Seller's Products pursuant hereto and thereto.

如果买方不是个人，则通过平台发出订单的个人，比如买方的雇员、代表或代理人在此确认，他/她有权利使买方受到本合同以及由此购买卖方产品的约束。

1.5 Buyer understands that these terms are only for Business-to-Business use and not valid for consumer transactions. Buyer hereby confirms that he, she or the company or other entity he or she is working for or representing is not or cannot be interpreted to be a consumer and that these Terms are not used in consumer transactions.

买方理解本条款只作公司对公司之间的商务之用并且对与消费者的交易无效。买方在此确认，他/她代表的或为之工作的公司或其他团体并不是也不会被认定为消费者且这些条款并没有用于与消费者的交易。

1.6 Seller may amend these Terms from time to time without prior or subsequent notice to Buyer. The Terms in effect at the time of Buyer's order will apply to the Contract between Seller and Buyer, unless otherwise amended as agreed upon in writing consistent with the terms herein.

卖方可以在没有事先或事后通知买方的情况下不定期修改本条款。在买方发出订单时有效的条款将适用于买方和卖方的合同，除非双方按照与条款一致的书面约定的另作更改。

2 SCOPE OF DELIVERY 交付范围

2.1 For purposes of these Terms and the Contract, the term "Product" or "Products" shall also include any documentation of Seller that is provided with the Products.

基于本条款和合同，“产品”一词也应包括任何卖方的附随产品而提供的文件。

If Seller is unable or unwilling to supply Buyer with any Product for any reason whatsoever, including but not limited to situations in which, the Product is not in stock or is no longer available or because of an error in the price on the Portal, Seller will inform Buyer by e-mail and the order for such Products will be canceled or, if Seller will eventually be able to supply such Product(s) and Buyer and Seller separately agree in writing, the order shall remain open until such time that Seller is able to supply such Product(s). Products for which Buyer has already paid but for which Seller does not supply to Buyer for any reason will be refunded. The refund of the purchase price for Products shall be Seller's sole and exclusive obligation with respect to the cancellation of any order for Products that Seller cannot supply.

如果卖方因任何原因不能或不愿提供任何产品给买方，包括但不限于产品售罄或不再供应或因为平台上的价格错误的情况，卖方会通过电子邮件通知买方并且该产品的订单将被取消，或如果卖方最终能够供应该产品并且买卖双方另行书面约定，该订单会持续有效直至卖方能够供应该产品之时。任何买方已经支付款项的但卖方因任何原因未能提供的产品将进行退货。任何因为卖方无法供应产品而导致订单取消的情况下，退还购买产品款项是卖方唯一且排他的义务。

2.2 Seller is not responsible for installation, maintenance, erection, commissioning, replacement of or anything else with respect to the Product, except delivery of the Product as agreed to in these Terms. All sales of Products are final. Upon inspection and acceptance of the delivered Products by the Buyer, the Seller has fulfilled all its obligations regarding to the sale of the Products.

除了如本条款中约定的产品交付，卖方不负责安装、保养、架设、试运转、替换或任何其他关于产品的事项。所有产品的销售有终局效果。在检验并接受送达的产品之后，卖方完成了所有关于产品的销售的义务。

2.3 The Products may not be provided, used, or otherwise employed in, on or around a facility generating and/or employing in any manner nuclear or radioactive material and/or generating nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance. Seller disclaims any and all liability for all Products provided, used, or otherwise employed in violation of this section.

产品不得被提供、使用或以其他方式应用于生产和/或以任何方式使用于核能或放射性材料，和/或生产核能的、放射性或离子化的放射物，不论是作为燃料，产品或其他物质。卖方拒绝承担所有及任何违反本条款提供、使用或以其他方式应用产品的责任。

3 INTELLECTUAL PROPERTY RIGHTS 知识产权

3.1 Seller shall have and retain all right, title and interest including ownership right, copyright and other intellectual and industrial property rights to documents, drawings, software, reports, technical information, definitions, descriptions, manuals and any other intellectual property that Seller has or creates with respect to a Product.

卖方拥有且保留卖方关于产品的文件、图纸、软件、报告、技术信息、定义、描述、手册以及其他卖方所有或所创造的知识产权的全部权利、所有权和利益，包括所有权，著作权和其他知识和工业产权。

3.2 Documents, drawings, software, reports, manuals, technical information, definitions, descriptions and any other intellectual property received by Buyer shall not, without the consent of Seller, be used for any other purpose than for the erection, commissioning, operation or maintenance of a Product and may not otherwise be used or copied, reproduced, transmitted or communicated to a third party. Buyer may, however transmit the documents or software to a third party to whom Buyer sells a Product; provided, however, that the limitations provided in this Section 3.2 shall also apply to any subsequent purchaser of a Product.

买方收到的文件、图纸、软件、报告、手册、技术信息、定义、描述和其他知识产权不得在没有卖方同意的情况下用于除了产品的建造、试运转、运行或保养以外的目的，也不得对第三方使用或复印、复制、传输或告知。买方可以向购买其产品的第三方传输本文件或软件，只要本条款的限制也适用于一件产品的任何后续购买者。

4 PACKING AND MARKING 包装和标识

Products shall be packed in accordance with Seller's standard packing procedures as required for transportation under normal transport conditions. Products shall be clearly marked and carry the necessary information concerning Buyer's identification and place of destination.

产品应按照在正常运输条件下运输所要求的卖方的标准包装程序包装。产品应清晰标注关于买方身份和目的地的必要信息。

5 PRICE 价格

5.1 If not otherwise agreed in the Contract, the price for the Product(s) is Ex Works price excluding transportation costs. Any reference to freight charges contained in the Contract is an estimate. Seller is not responsible for any differences that may occur between freight estimates contained in the Contract and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

如合同里没有另行约定，产品的价格是工厂交货价不包含运输成本。任何合同中包含的货物运费均为估价。卖方对合同中包含的运费估价和装货时适用的实际运输价格的差价不负有责任，买方应承担并负责对此所有的开支。

5.2 If any part of the delivery of the Product is delayed or impeded due to reasons caused by Buyer or any third party under the control of Buyer, Buyer shall compensate any additional

expenses incurred by Seller due to such delay or impediment including but not limited to storage costs.

如果产品运输的任何环节由于买方或受买方控制的第三方的原因延迟或受阻，买方需赔偿因卖方导致的该延迟或阻碍所遭受的任何额外开支，包括但不限于保管费用。

5.3 Prices do not include any stamp duty, turnover or value-added tax, bank charges or any other similar taxes, duties or charges payable in the country into which a Product is to be imported and where the installation is to be carried out. In the event Seller is required to pay any such tax or charge, the tax or charge will be added to the invoice as a separate charge and Buyer shall reimburse Seller for the payment.

价格不包括任何印花税、营业税或增值税、银行手续费或任何在产品进口国或安装所在国的其他应付的类似的税金、关税或费用。在卖方需要支付任何该等税款或费用的情况下，该税款或费用会作为单独收费被添加至发票，买方需为本缴费补偿卖方。

6 TERMS OF PAYMENT 付款条件

Unless otherwise provided in the Contract, the purchase price shall be paid before Seller dispatches the Product.

除非合同另行规定，采购价格应在卖方发货前支付。

6.1 If Seller agrees to postpone the payment till after the Products are delivered, payment shall be made in full upon receipt of the Products. Buyer shall pay Seller to the extent of the quantity of Products that have been shipped should Seller be unable for any reason to provide and/or ship the entire scope of Products identified in the Contract.

如果买方和卖方同意在产品送达后再付款，款项应在收货后全额支付。卖方如果因为任何原因不能提供和/或运送合同中规定的所有货品，买方需在卖方已经运送的货品的总量范围内支付货款。

6.2 If Buyer delays making any payment from the due date more than 24 hours after placing the Orders or if it becomes evident that Buyer will not fulfill its contractual obligations, Seller may, in its sole discretion, cancel Buyer's order or postpone the fulfilment of its obligations until such a payment is made.

如果买方在下订单后从货款到期日 24 小时后仍未付款或卖方明显不会履行合同义务，卖方可自行决定取消买方订单或在买方付款前不再履行合同义务。

6.3 Seller shall be entitled to charge interest from Buyer if payment to Seller is past due. The rate of the interest is 1.5% per month (18% per annum) or the highest rate permissible under the applicable law, whichever is higher. The interest shall be counted from the due date until the actual date of the payment. Buyer shall pay such interest within ten (10) days from the date of the respective invoice.

如果买方货款到期，卖方有权向买方收取利息。利率为每月 1.5%（每年 18%）或适用法律允许下的最高利率，以较高者为准。利息由到期日起计算至实际付款日。买方应在每个发票开具的十（10）日内支付利息。

6.4 If Buyer has not paid the amount due, Seller shall, in addition to and not in lieu of any other remedies available to Seller under the Terms, the Contract, at law or in equity, be entitled to cancel the order and the Contract by notice in writing to Buyer and to claim compensation for the loss it has incurred including but not

limited to all services performed to date, including but not limited to all of Seller's costs, expenses and reasonable profit for work in process as of the date of cancellation. In case of such termination, Buyer is obliged to return the Product to Seller at its cost.

如果买方没有在到期日付款，除了条款、合同、法律或衡平法下卖方可寻求的任何其他救济，卖方有权书面通知买方撤销订单和合同，并向买方主张赔偿其所遭受的损失，包括但不限于当时为止提供的所有服务，包括但不限于到合同撤销日前正在进行的工作的所有卖方的成本、费用和合同履行所能取得的合理利润。在该等合同终止的情况下，买方有义务自费退还产品给卖方。

7 STANDARDS OF MANUFACTURING AND DESIGN

生产与设计标准

The Product supplied and the work carried out shall be in accordance with the technical standards commonly used by Seller under statutory requirement in the jurisdiction where the Products are manufactured, unless otherwise agreed for specific purpose or standard required. Seller shall not take into consideration laws and regulations prevailing in Buyer's country or at the place of operation. It shall be the obligation of the Buyer to ensure the compliance of the Products under the national standard of its country for intended use.

供应的产品和进行的工作应该符合卖方在产品生产地的法定要求下常用的技术标准，除非为特殊目的或要求标准而另行约定。卖方无需考虑买方国家或产品运行地的法律法规。确保产品符合它未来使用地的国家标准应是买方的义务。

8 DELIVERY TERM AND PASSING OF THE RISK

交付条件和风险转移

8.1 Any agreed delivery term shall be construed in accordance with INCOTERMS® 2010. If delivery term is not specifically agreed, the delivery term shall be CPT, the address Buyer has registered on the Portal. For the avoidance of doubt, the selected delivery term is subject to section 5.1.

所有约定的交货条款应按照《国际贸易术语解释通则 2010》进行解释。如果没有特别约定的交货条款，交易条件应为运费付至指定目的地。为免歧义，选择的交货条款受第 5.1 条的约束。

8.2 Delivery of the Product shall be completed when Seller has delivered in accordance with the applicable delivery term or has tried once to deliver the Product to the address given by Buyer.

当卖方按照适用的交货条款交货或者已经一次试图运送货物至买方提供的地址，产品的交付即完成。

9 DELIVERY TIME 交付时间

9.1 Subject to Section 1, Seller shall take efforts to deliver the Product by the date set forth in the Contract or dispatch confirmation, whichever is applicable.

根据第 1 条规定，卖方应尽力在规定的合同或送达确认书中约定的日期前交货。

9.2 The delivery times are, however, estimates and Seller shall not be under any liability in respect of any delay in delivery including transportation.

然而，交货时间为预估时间，如果延迟交货包括运输，卖方对此不负有任何责任。

10 TRANSFER OF PROPERTY 所有权转移

The Product shall remain Seller's property until the total purchase price has been paid in full.

在全部货款支付之前，产品仍属于卖方所有。

11 WARRANTY 保证

11.1 Throughout the warranty period set forth below, Seller warrants that, to the best of its knowledge, the Product is free from defects caused by faulty design, materials or workmanship, which would prevent the electrical or mechanical functioning of the Product. Should such defects occur during the warranty period, Seller will, at its option, either repair the defects or supply the correct parts free of charge on FCA (INCOTERMS® 2010) basis. All labor costs of (i) disassembling and (ii) installing a repaired or replaced part furnished under this warranty are excluded."

在上述质量保证期内，卖方在它最大认知范围内保证，产品不存在可导致妨碍产品的电力或机械功能的错误设计、材料或制造工艺的缺陷。如果这种缺陷在质量保证期内产生，卖方将根据自己的选择进行修理缺陷产品或按照《国际贸易术语解释通则 2010》下按在指定地点交货承运人的交易条件免费提供无缺陷零部件。所有本保证下基于（1）拆卸，（2）安装维修过的或替换的部件所产生的人工费用不包括在内。

11.2 The warranty period for the Product or any part of the Product and for any replaced or repaired parts is six (6) months after the date of shipment. The warranty period for hoisting equipment is, however, twelve (12) months after the date of shipment.

产品或产品的任何部分，和任何替换或维修的部分的质量保质期限为装运日期后的六（6）个月。起重设备的质量保证期为装运日期后的十二（12）个月。

11.3 The warranty period for replaced or repaired parts is twelve (12) months from the date of repair or replacement. However, no warranty for any parts shall apply after twenty four (24) months from the date of shipment.

替换或维修的部分的保修期限为维修日或替换日后的十二（12）个月。然而，在装运后 24 个月后，任何保证条款将不再适用。

11.4 Warranty Process 质量保证流程

Buyer shall bear the obligation of inspection within the reasonable shortest possible time no more than 24 hours upon arrival of the Products and give Seller written notice of an alleged defect within ten (10) days following Buyer's inspection thereof and in no case later than two (2) days after the expiration of the warranty period and the notice shall contain a description of the alleged defect sufficient enough to allow Seller to determine whether such alleged defect is covered by the above warranty. If Buyer fails to give notice to Seller within the above time limits, the Products are deemed to comply with the Orders and Buyer shall waive any right to make any claim in respect of the alleged defect. If Buyer's notice is insufficient to allow Seller to determine whether the alleged defect is covered by Seller's warranty, Seller may reject such notice and the warranty claim and unless Buyer resubmits proper notice of the alleged defect within the above time limits, Buyer shall waive any right to make any claim in respect of the alleged defect. The notice shall be given to partschina@konecranes.com.

买方有义务在产品到达后的不晚于 24 小时内的合理时间内进行检查，并应在检查后的十（10）日内，并且在任何情况下不晚于质量保证期限到期后两（2）天内书面通知卖方，通知应包含对缺陷的充分描述以让卖方判断该种缺陷是否被上述质量保证条款覆盖。如买方在上述期限内没有通知卖方，产品被视为符合订单要求，买方放弃任何关于该缺陷的主张。如果买方的通知不足以让卖方判断该种缺陷是否被卖方的保修条款覆盖，卖方可拒绝该通知及保证主张。除非买方在上述期限内重新提交适当的关于该缺陷的通知，买方应当放弃任何关于该缺陷的主张。通知应发送至 partschina@konecranes.com。

11.5 Defective parts, which are replaced under Section 11.1, shall be placed at Seller's disposal and shall become its property.

根据第 11.1 项替换的有缺陷的部分, 应由卖方处置并且成为卖方财产。

11.6 This warranty is subject to Buyer's obligation to operate, handle, service and maintain the Product in all respects properly and in accordance with Seller's instructions and under specified operating conditions.

本保证以买方在任何方面按照卖方的指示, 在指定的运行条件下, 妥善运行, 处理, 服务和保养产品为前提。

11.7 Excluded from the warranty are those parts of the Product

- i. to which repair or replacement becomes necessary due to normal wear and tear;
- ii. which are exhaustible items, including but not limited to such items as brakes, tires, wire ropes, chains, bulbs and fuses;
- iii. on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's previous consent;
- iv. whose failures are not promptly reported to Seller within the warranty period above;
- v. whose failures or damage are due to negligence other than that of Seller, including but not limited to misuse, faulty storage, inferior quality indicated by the Seller prior to sale which reduces the selling price, accident, abuse, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter; or
- vi. which have been damaged otherwise without the fault of Seller.

保修条款不适用于下列产品:

- 1) 由于正常磨损所需的维修或替换;
- 2) 消耗品, 包括但不限于如刹车片、轮胎、绳索、灯泡和保险丝等产品;
- 3) 在没有卖方事先同意的情况下, 买方或任何第三方已经进行或开始进行维修、更改或调整的;
- 4) 在上述保修期限内没有及时报告给卖方的失效问题;
- 5) 失效或损坏是由于非卖方的其它主体过失, 包括但不限于错误使用、错误存储、在销售前已降低售价表明为次品、事故、滥用、不恰当安装(除了卖方的安装)、不恰当运行或不正常温度、湿度、灰尘条件或腐蚀性物质; 或
- 6) 不是因卖方的过错而造成的损坏。

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER TO BUYER WITH RESPECT TO THE PRODUCT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY PROVIDED BY SELLER DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ITS AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE.

以上是卖方给买方的关于产品的唯一且排他性保证, 并且排除所有其他的保证, 不论是由法律实施或其他方式产生的明示或默示保证, 包括但不限于任何适销性的默示保证, 或适用于特定用途的默示保证。买方在此放弃以下主张: 质量保证条款中的排除或限制条款剥夺了买方足够的权利救济或导致与卖方的约定无法实现合同根本目的。

12 FORCE MAJEURE 不可抗力

Seller shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded

by circumstances beyond the control of Seller, including but not limited to war (whether declared or not), revolution, strikes, failure of supplies of power, fuel, transport, equipment or other goods or services, delays in transportation, natural disasters, unacceptable weather conditions, acts of government, embargo or trade restriction, traffic accidents, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil commotions, riots, and breakage or loss during transportation or storage (collectively, "Force Majeure") as well as delays of deliveries by service providers and/or subcontractors (when caused by Force Majeure).

如果卖方的履行被不受卖方控制的情况阻碍, 则卖方有权中止履行它在合同下的义务, 包括但不限于战争(不论宣布与否)、革命、罢工、停止能源、燃料、交通、设备或其他货品或服务未供应、运输延误、自然灾害、不可接受的天气条件、政府行为、封港令或贸易限制、交通事故、出口或进口禁令、火灾、爆炸、洪水、事故、破坏活动、民变、暴乱、在运输或存放时损坏或丢失(合称“不可抗力”)以及(由不可抗力导致)服务供应商和/或分包商的延迟递送。

13 LIMITATION OF LIABILITY 责任限制

SELLER'S LIABILITY UNDER THESE TERMS AND THE CONTRACT SHALL BE LIMITED TO THE LESSER OF THE AMOUNT OF THE ACTUAL DIRECT DAMAGES INCURRED BY BUYER OR TO 40 % OF THE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCT OR TO THE REPLACEMENT OF THE PRODUCT. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

卖方在本条款和合同下的责任应限制在买方遭受的实际直接损失或买方为产品或产品的替换向卖方支付的价格的 40%, 以较低者为准。买方无权要求其他救济, 不论以何种形式主张或诉讼, 不论是基于协议、过失、无过错责任或其它。

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, OR LOSS OF CONTRACTS.

在任何情况下, 卖方对任何特殊、惩罚性、附带、间接、或结果性损失, 包括但不限于生产损失、利润损失、使用价值丧失、或失去合同损失都不承担责任。

SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY AND HOLD SELLER, OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH, HARMLESS FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), ACCOUNTS, GRIEVANCES, LOSSES AND EXPENSES, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE, ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSE(S) OF ACTION, INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE, ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL AND RELATING IN ANY WAY TO THE PRODUCTS AND/OR SERVICES PROVIDED UNDER THE CONTRACT, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF.

卖方对下述情况不承担责任, 且买方应免除、补偿并使卖方或任何方式关联的团体不受下列损害: 由于或以任何方式归责于买方、它的代理人、承包商、雇员、或受它控制的任何人, 以任何方式关于合同下约定的产品和/或服务, 包括但不限于买方的使用、安装、组装或选

择的行为或不作为产生的所有在法律下、衡平法下、法条下的任何性质的主张、要求、损害赔偿（不论是何种形式，包括但不限于直接损失、结果性损失、附带损失、惩罚性赔偿或特殊损失）、报告、申诉、损失和开销，不论知晓与否，现在或未来的。

14 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

适用法律和争议解决

14.1 The Contract shall be governed by and construed in accordance with the laws of Seller's place of incorporation. 合同应适用中华人民共和国法律并依其进行解释。

14.2 Any disputes arising in connection with this Contract except for disputes under 14.3 shall be finally settled under the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in the capital city of Seller's country. The language of the arbitration proceedings shall be English.

任何有关于本合同的争议（除了条款14.3下的争议）应按照国际商会的仲裁规则由一名或多名根据规则指定仲裁员在卖方所在国家的首都进行。仲裁程序使用的语文为英语。

14.3 Notwithstanding the above, Seller shall be entitled to take action for collecting the purchase price from Buyer within the courts situated in Buyer's place of domicile. Seller and Buyer hereby irrevocably consent to the jurisdiction of such courts.

尽管如上所述，卖方仍有权为从买方追偿货款而在买方营业地向右管辖权的法院采取法律行动。买方和卖方在此不可撤销的同意此类法院的管辖权。

15 EXPORT AND COMPLIANCE 出口和合规

15.1 Buyer shall comply with all relevant statutes, rules and regulations and by-laws affecting its obligations and the performance of the Contract and shall obtain at its own cost and expense all necessary permits and licenses necessary for the purchase, receipt, installation, use, operation and maintenance of the Product. Seller may suspend performance if Buyer is in violation of applicable laws or regulations.

买方应该遵守所有影响其在合同下的义务和履行的相关法条、规则、规定和章程，并且应该自费取得所有产品的购买、接受、安装、使用、运行和保养需要的证照。如果买方违反了适用的法律或法规，卖方可中止履行合同义务。

15.2 Buyer will comply with all applicable trade laws and regulations (the "Trade Laws and Regulations"). Besides the other applicable laws and regulations, the Trade Laws and Regulations of the United Nations, European Union and the United States of America are always applicable.

买方应遵守所有适用的贸易法律和法规（“贸易法律法规”）。除了其他适用的法律法规，联合国、欧盟、美国的贸易法律法规一直适用。

15.3 For the avoidance of doubt, the Product also includes all related software.

为避免疑义，产品也包括所有相关的软件。

15.4 Prior to any transfer of the Product to a third party or use of the Product provided by Seller, Buyer shall in particular check and guarantee by appropriate measures that:

- (i) Buyer shall not infringe any applicable Trade Laws and Regulations, also considering the prohibitions of by-passing those embargos;
- (ii) The Product is not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization,

- (iii) unless required authorization is provided; If required to enable authorities to conduct export checks, Buyer, upon request by the authorities, shall promptly provide the authorities with necessary information required by mandatory law or regulations.

在将产品转移给第三方或使用卖方提供的产品前，买方应用适当方法特别检查并保证：

- 1) 买方不得违反任何适用的贸易法律法规，包括绕开禁令的禁止。
- 2) 产品不会被用作于军事装备、核技术或武器，除非有关的产品使用是禁止或需要授权的也取得所要求的授权。
- 3) 如果被要求配合政府进行出口检查，买方因在收到当局的要求后立刻向政府提供强制性法律法规要求的必要信息。

15.5 Buyer shall maintain all documentation required under the Trade Laws and Regulations and shall provide the same to Seller without delay at Seller's reasonable request. This recordkeeping obligation of Buyer shall continue for five (5) years from delivery of the Product.

买方应保留所有贸易法律法规下要求的文件，并在卖方的合理要求下毫不延迟向卖方提供。这项买方的记录保留义务应从产品交付后持续5年。

15.6 Buyer understands that the requirements and restrictions of the Trade Laws and Regulations vary depending on the product, software, documentation and technical data provided under this Contract and may change over time and that Buyer is obliged to know about and comply with such changes.

买方理解，贸易法律法规下的要求和限制因本合同下提供的产品、软件、文件和技术数据而异并且可能随着时间推移而变更，也理解，买方有义务知道并遵守变更。

15.7 Buyer shall defend, indemnify and hold the Seller harmless from all fines, penalties and all associated expenses arising out of or resulting from any violation by the Buyer of any of its obligations in this section 15.

买方应该保护、补偿并使卖方免受由起于或归责于买方对于本第15项下的义务的违反所造成的一切罚款、惩罚和所有相关的开支的损害。

16 DATA PRIVACY 数据隐私

Seller's collection and use of personal information in connection with the Portal (including any disclosure or transfer) is governed by the Contact Data Protection Statement, Cookie policy, Customer Contact Data Protection Description of Seller ("Data Protection Policy") that applies to the use of the Portal.

卖方对使用平台而收集的个人信息受卖方的联系人数据保护声明、Cookie政策和客户联系人数据描述（“数据保护政策”）。

17 LANGUAGE 语言

All documents and correspondence between Seller and Buyer shall be as stated in the Contract. If the applicable language is not separately stated it shall be English.

卖方与买方之间的所有文件和通讯如合同所陈述。如果没有特别说明，适用语言为英语。

18 NO WAIVER 无弃权

Except to the extent that these Terms and/or the Contract provide for a sole and exclusive remedy, no course of dealing between the parties, no failure or delay on the part of either party in exercising any right or remedy under these Terms and/or the Contract and no

single or partial exercise of any other right or remedy of either party shall operate as a waiver of any such other right or remedy.

除了本条款和/或合同规定单独和排他性赔偿外，合同双方间的交易习惯、任何一方对在本条款和/或合同下的任何权利或赔偿的延迟或不行使以及任何一方对任何其他权利或赔偿的单独或部分行使均不得视为对任何其他权利或赔偿的放弃。

19 SEVERABILITY AND REFORMATION 可分割性和履行

The invalidity or non-enforceability of any provisions of these Terms and/or the Contract shall not impair the validity or enforceability of any other provisions; provided, however, that these Terms and/or the Contract shall be reformed to the maximum extent permitted by law to carry out the parties' original intention.

本条款和/或合同下的条文的无效性和不可强制执行性不应损害其他条款的有效性和可强制执行性，然而前提是本条款和/或合同应在法律允许的最大程度上根据合同双方的最初意图而履行。

20 NO ASSIGNMENT 不得转让

Neither party will assign any interest or obligation without the prior express written consent of the other party. Any assignment in violation of this provision will be null and void.

合用的任何一方都不得在没有另一方事先明确书面同意的情况下转让任何权利或义务。所有违背本条款的转让都是无效的。