



A DOVER COMPANY

# General Terms & Conditions of Sale

## 销售通用条款与条件

Adopted September 1st, 2024

2024年9月1日通过

### 1. Background (背景)

1.1 “SWEP” shall in the following refer to SWEP Technology (Suzhou) Co., Ltd., Chinese company reg. no. 91320594799067264P, with registered address at Building M&N, Plainvim International Suxiang Science Park (Phase III), No 46. Chunxing Road, Caohu Sub-district, Suzhou, China, including its subsidiary companies. “Customer” shall refer to such company and/or person ordering or purchasing products or services from SWEP. SWEP and the Customer are jointly referred to as the “Parties” and individually to as a “Party”. “舒瑞普”在下文应指苏州舒瑞普科技有限公司，中国公司注册号为91320594799067264P，注册地址为中国苏州市漕湖街道春兴路46号平谦国际（苏相）科学产业园三期M及N栋，包括其分/子公司。“客户”应指从舒瑞普订购或采购产品或服务的公司和/或人士。舒瑞普与客户合称为“双方”，单独称为“一方”。

1.2 These General Terms and Conditions of Sale (the “General Terms”) shall apply to all sales and services (jointly referred to as the “Products”) provided directly or indirectly by SWEP. No other terms or conditions shall apply to such Products unless explicitly agreed in writing by the Parties with explicit reference to these General Terms stating which parts of the General Terms no longer apply.

本销售通用条款与条件（简称为“通用条款”）应适用于舒瑞普直接或间接提供的所有销售和服务（合称为“约定产品”）。任何其他条款或条件均不适用于该等约定产品，除非双方在明确引述本通用条款的书面文件中明确约定，并指明本通用条款的哪些部分不再适用。

1.3 In case of any contradiction between any provision in these General Terms and any other document applicable between the Parties, precedence shall, to the extent possible, be given in the following order: (i) acceptance or confirmation document by SWEP, (ii) SWEP’s final quote or final offer letter, (iii) these General Terms, and (iv) any other applicable document pertaining to the specific order. The agreement documents are jointly referred to as the “Agreement”.

如果本通用条款的任何条文与双方之间的任何其他适用文件相冲突，则应在可能的范围内，按以下优先顺序适用：（i）舒瑞普的接受或确认文件，（ii）舒瑞普的最终报价函或要约函，（iii）本通用条款，及（iv）任何其他有关具体订单的适用文件。协议文件合称为“约定协议”。

### 2. Products and orders (产品和订单)

2.1 Products offered by SWEP may be amended from time to time due to i.a. SWEP’s desire to improve functionality, quality, and performance.

舒瑞普提供的约定产品可不时因舒瑞普希望改善功能、质量和性能而进行修改。

2.2 Customer orders are firm and binding for the Parties after written confirmation by SWEP including orders confirmed in SWEP’s eCommerce system (“eCom”). SWEP is under no obligation to confirm or refuse any order within any specific time unless explicitly agreed upon between the Parties in writing.

客户订单在舒瑞普签发书面确认后确定并对双方具约束力，包括在舒瑞普电子商务系统（简称为“电商系统”）中确认的订单。舒瑞普无义务在任何特定时间内确认或拒绝任何订单，除非双方以书面形式明确约定。

2.3 Orders may not be cancelled without prior acceptance from SWEP. SWEP may however, at its sole discretion, consider a cancellation or amendment request (“Cancellation”) in which case SWEP shall be entitled to invoice a cancellation fee for any such accepted Cancellation.

未经舒瑞普事先同意，订单不得取消。但是，舒瑞普可依其自行酌情决定权，考虑取消或修改请求（简称为“取消请求”），在此情况下，舒瑞普应有权就任何该等经接受的取消请求开具取消消费发票。

### 3. Delivery (交货)

3.1 Delivery terms shall be Ex Works INCOTERMS® 2020.

交货方式应为工厂交货（Ex Works）（《2020年国际贸易术语解释通则》（INCOTERMS® 2020））。

3.2 Customer shall inspect the Products upon delivery. Customer shall without delay, but not later than five business days from delivery, notify SWEP of any identified or identifiable defects or deficiencies. Should the Customer neglect to notify in accordance with this provision, the Customer forfeits any rights pertaining to such defect or deficiency.

客户应在交货时检查约定产品。客户应毫无延迟地（但不得迟于交货后五个工作日）将任何已发现或可辨别的瑕疵或缺陷告知舒瑞普。若客户因疏忽而未根据本条的规定进行告知，则客户将丧失与该等瑕疵或缺陷有关的任何权利。

### 4. Delayed delivery (延期交货)

4.1 Delivery dates and times stated by SWEP are SWEP’s best estimate and may be amended from time to time. If delivery is delayed by more than four weeks from SWEP’s initial estimate, Customer may request that delivery take place within a reasonable period. If SWEP is unable to deliver within such period, and this is not caused by any circumstances attributable to the Customer or circumstances obviously outside SWEP’s control, the Customer shall be entitled to cancel, without any cancellation fee, the affected specific order within five days from such delay or information of a new estimated date of delivery.

舒瑞普指明的交货日期和时间是舒瑞普的最佳预估日期和时间，可不时修改。如果交货时间相对于舒瑞普的最初预估时间延期超过四个星期，客户可要求在合理期限内进行交货。如果舒瑞普无法在该期限内交货，且这并非由可归咎于客户的情形或舒瑞普明显无法控制的情形造成的，则客户应有权在该延期发生后或被告知新的预估交货日期后五日内取消受影响的具体订单，无需支付任何取消消费。

4.2 If prior to a delay, which is not caused by any circumstances attributable to the Customer or circumstances obviously outside SWEP’s control, SWEP has in-

formed the Customer of a new expected date of delivery, extending the calculated time of delivery by more than four weeks, the Customer is entitled to cancel the order, without any cancellation fee, provided that the cancellation is made in writing within five days from the time SWEP informed the Customer of the new calculated time of delivery. Should the Customer not cancel the order within such time, the new time of delivery stated by SWEP shall be considered as accepted. A Customer’s right to cancel orders in accordance with the provisions in this section constitutes the only remedy for the Customer in the event of delay and the Customer is therefore not entitled to damages, penalties, or other compensation in connection with any delay or cancellation.

如果在发生延期（并非由可归咎于客户的情形或舒瑞普明显无法控制的情形造成的）前，舒瑞普已告知客户新的预计交货日期，而这使计算出的交货时间延长了四个星期以上，则客户有权取消订单，且无需支付任何取消消费，但前提是，该等取消须在舒瑞普通知客户新计算的交货时间后五日内以书面形式作出。若客户未在上述时间内取消订单，舒瑞普所述的新的交货时间应被视为接受。客户根据本条规定取消订单的权利，构成客户在发生延期的情况下可获得的唯一补救，并且因此客户无权就任何延期或取消获得损害赔偿、罚金或其他补偿。

4.3 If the Customer anticipates that it will be unable to take delivery of the Products at the estimated time for delivery, the Customer is obligated to notify SWEP in writing, stating when the Customer will be able to take delivery. SWEP shall arrange for storage of the Products at the risk and expense of the Customer for a maximum period of five weeks after which period SWEP is entitled to terminate the Agreement in whole or in part and claim compensation for any cost or losses caused by reason of the Customer’s default.

如果客户预计其将无法在预计交货时间提取约定产品，客户有义务向舒瑞普发送书面通知，说明客户何时可以提货。舒瑞普应安排存放约定产品，风险和费用均由客户承担，存放的最长期限为五个星期，而在该期限结束后，舒瑞普有权全部或部分终止约定协议，并就因客户违约而造成的任何费用或损失要求赔偿。

### 5. Drawings and technical information (图纸和技术信息)

5.1 All drawings and technical documents relating to the Products shall remain the exclusive property of SWEP. Drawings, technical documents, or other technical information received by the Customer shall not, without the written consent of SWEP, be used for any other purpose than that for which they were provided. They may not, without the written consent of SWEP, otherwise be used or copied, reproduced, or communicated to a third party.

与约定产品有关的所有图纸和技术文件应始终为舒瑞普的独有财产。客户收到的图纸、技术文件或其他技术信息，未经舒瑞普书面同意，不得用于除该等信息提供时所针对的目的之外的任何其他目的。未经舒瑞普书面同意，不得另行使用或复印、复制、或向第三方传播该等信息。

5.2 SWEP shall provide such information and drawings which SWEP deems sufficient to install, operate and maintain the Products. For the avoidance of doubt, SWEP shall not be obliged to provide manufacturing drawings for the Products or for spare parts. SWEP shall not be obliged to provide information on the source of any parts or products, except as to required country of origin information.

舒瑞普应提供舒瑞普认为足够用于安装、操作和维护约定产品的信息和图纸。为避免歧义，舒瑞普应无义务提供约定产品或备件的制造图纸。舒瑞普应无义务提供有关任何零件或产品来源的信息，除必要的原产国信息外。

### 6. Prices (价格)

6.1 Prices not explicitly stated in the Agreement, as defined in clause 1.3, shall be equal to SWEP’s current price list at the time of ordering. Any amendments to SWEP’s pricelist shall apply to all Products ordered after such amendment has been made, communicated, or made available to the Customer. SWEP’s price list is updated to reflect current metal and production costs and market situation.

未在约定协议中明确规定的价格（如第1.3条所定义），应按下单时舒瑞普的现行价目表确定。对舒瑞普的价目表所作的任何修订，应适用于该修订作出或被传输或提供给客户后订购的所有约定产品。舒瑞普的价目表的更新将反映当前的金属和生产成本及市场行情。

6.2 All prices are excluding (to the extent applicable) VAT, state sales tax, any other taxes, fees, transportation costs and necessary accommodation costs. Such taxes, fees and costs shall be paid by the Customer in addition to the stated prices for the Products and Services.

所有价格均不包含（在适用的范围内）增值税、州销售税、任何其他税项、费用、运输成本和必要的住宿费。除约定产品和约定服务的规定价格外，客户还应支付该等税项、费用和成本。

6.3 Should, after SWEP’s confirmation of an order, SWEP’s cost for manufacturing or delivery of the Products materially increase due to changes in exchange rates, taxes, duties, or governmental charges or due to any cost increases for i.a. materials, components, delivery, parts, wages or insurance, not already adjusted for in a separately agreed price adjustment clause or equivalent, SWEP shall have the right to amend the Agreement accordingly. SWEP shall notify the Customer of such price increases and the Customer shall be entitled to cancel any orders affected by the price increase, provided that such cancellation is made by written notice to SWEP within three days from SWEP’s notification.

若在舒瑞普确认订单后，舒瑞普制造或交付约定产品的成本因汇率、税项、税款或政府收费变动，或因任何材料、部件、交货、零件、工资或保险费用增加（尚未在另行约定的价格调整条款或同等条款中进行调整）而实质性上涨，舒瑞普应有权相应修订约定协议。舒瑞普应将价格上涨情况通知客户，而客户应有权利取消任何受价格上涨影响的订单，但前提是，该等取消须在舒瑞普发出通知后三日内通过向舒瑞普发送书面通知作出。

## 7. Payment (付款)

- 7.1 Payment shall be made within 30 days after the date of invoice, which may be issued by SWEP upon acceptance of an order. Any services will be invoiced monthly. SWEP shall always be entitled to claim prepayment prior to granting access to delivery.

所有款项应在发票日期后 30 日内支付, 其中发票可由舒瑞普在接受订单后开具。对于任何服务, 应按月开具发票。舒瑞普应始终有权在同意交货之前要求支付预付款。

- 7.2 Payment shall be made in full as stated and instructed in the invoice from SWEP without any right of set-off or deduction. The Products shall remain the property of SWEP until paid for in full. The Customer shall at the request of SWEP assist SWEP in taking any measures necessary to protect SWEP's title to the Products. The retention of title shall not affect the passing of risk according to delivery terms.

所有款项应按舒瑞普开具的发票所述和所指示的进行全额支付, 无权作任何抵消或扣除。约定产品在全额支付以前应归舒瑞普所有。经舒瑞普请求, 客户应协助舒瑞普采取任何必要措施保护舒瑞普对约定产品享有的所有权。保留所有权并不影响风险根据交货条款转移。

- 7.3 Delayed payment shall be considered a material breach of contract and shall entitle SWEP to an additional interest payment of two percent per month or the maximum interest rate permitted by law (whichever is lower) until full payment is made. SWEP shall in case of delayed payment also have the right to withhold deliveries of Products to the Customer, demand that security for further deliveries be provided, amend the terms of payment, and terminate the Agreement.

延期付款应被视为重大违约, 并舒瑞普有权就此获得额外利息, 直到全额付款, 其中该利息应按每月百分之二或法律允许的最大利率(以较低者为准)计算。如发生延期付款, 舒瑞普还应有权暂缓向客户交付约定产品, 要求为进一步交货提供担保, 修订付款条款, 及终止约定协议。

## 8. Liability for defects (瑕疵责任)

- 8.1 The Products shall in material aspects comply with specifications provided by SWEP. Unless otherwise explicitly stated in these General Terms, no representation or warranty, express or implied, including without limitation any warranty of merchantability or fitness for any particular purpose, shall apply to any Products; all such representations and warranties are hereby disclaimed.

约定产品应在实质性方面符合舒瑞普提供的规格。除在本通用条款中另有明确规定外, 任何陈述或保证, 不论明示的还是暗示的(包括但不限于任何适销性保证或适合任何特定用途的保证), 均不适用于任何约定产品; 所有该等陈述和保证特此被予以排除。

- 8.2 SWEP shall, in addition to what is otherwise stated herein, not be liable for any defects in the Products that appear later than one year from original delivery, or for any defects due to (i) any material, process or other measure supplied or suggested by the Customer; (ii) failure of the Customer (or its employees) to comply with laws, regulations or applicable standards governing the use, handling, installation or storage of the Products or with any documentation about the Products (including installation guides) provided or referred to by SWEP; (iii) transportation for which SWEP is not responsible; (iv) alteration, misuse, negligence or accident after delivery by SWEP; (v) defects caused by corrosion, ice formation, freezing, thermal shock, fouling or scaling, or (vi) normal wear and tear. In addition, SWEP is not liable for defects in Products which are prototypes, samples or otherwise not intended for commercial use.

在本通用条款中另行规定之外, 舒瑞普就在迟于原始交货时间后一年出现的约定产品的任何瑕疵亦不负责, 且不对因下述原因产生的任何瑕疵负责: (i) 客户提供或建议的任何材料、工艺或其他措施; (ii) 客户(或其员工)未遵守对约定产品的使用、处理、安装或存储适用的法律、法规或适用标准; 或未遵守舒瑞普提供或提述的任何有关约定产品的文件(包括安装指南); (iii) 舒瑞普不负责的运输; (iv) 在舒瑞普交货后发生的改造、误用、疏忽或事故; (v) 因腐蚀、结冰、冷冻、热冲击、污损或除垢造成的瑕疵; 或 (vi) 正常磨损。此外, 舒瑞普也不对属原型或样品或非计划用于商业用途的约定产品的瑕疵负责。

- 8.3 The Customer must notify SWEP in writing of any claims relating to defects within two weeks from the discovery of the defect or, if this is earlier, within two weeks from the date when the defect should reasonably have been discovered. If these conditions are not fulfilled, SWEP shall not be liable for the defect and the Customer shall not be entitled to exercise any remedies against SWEP.

客户必须在发现瑕疵后两个星期内, 或(如更早)在合理情况下本应发现瑕疵之日后两个星期内, 以书面形式将任何与瑕疵有关的索赔通知舒瑞普。如果不满足该等条件, 舒瑞普不对瑕疵负责, 并且客户应无权针对舒瑞普行使任何补救措施。

- 8.4 Provided that the Customer has given notice in accordance with section 8.3, SWEP obliges itself to, at its own discretion and within 60 days of the Customer's notice, either repair or substitute the defective Product, or credit the Customer for such portion of the purchase price received by SWEP as may be reasonable considering the defect in question. SWEP shall carry the costs for any return of defective Products. The Customer shall have no right, without SWEP's prior written consent, to return or discard any Products which have been notified as defective to SWEP, or to let any third party do so. If SWEP determines that the Products are not defective or that SWEP is not liable for the defect, the Products shall be returned to the Customer or scrapped locally by SWEP at the Customer's expense, whichever the Customer requests, and the Customer shall reimburse SWEP for any costs incurred in connection with returning the Products to SWEP and the investigation conducted by SWEP, if applicable.

如果客户已根据第 8.3 条发出通知, 则舒瑞普有义务依其自行酌情决定权, 在客户发出通知后 60 日内, 修复或更换有瑕疵的约定产品, 或者在合理考虑所述瑕疵之后就舒瑞普收到的采购价款中的该等部分给予客户抵扣。舒瑞普应承担退回有瑕疵的约定产品时发生的费用。未经舒瑞普事先书面同意, 客户应无权退回或丢弃任何告知舒瑞普存在瑕疵的约定产品, 亦无权让任何第三方从事如此事项。如果舒瑞普确定约定产品不存在瑕疵或舒瑞普无须对瑕疵负责, 则约定产品应退回客户或由舒瑞普在本地报废(不论客户提出如何的要求), 费

用由客户承担, 而客户应向舒瑞普偿付在将约定产品退回舒瑞普及在舒瑞普进行调查时(如适用)产生的任何费用。

- 8.5 This section eight exhaustively sets out SWEP's obligations in relation to defect Products, and no recourse shall be had to remedies under, local or international legislation, regulations, case law or other agreements.

本第 8 条详尽载列了舒瑞普对有瑕疵的约定产品承担的义务, 不得根据当地或国际法例、法规、判例法或其他协议寻求补救。

## 9. Intellectual property rights (知识产权)

- 9.1 SWEP or SWEP's licensors shall own all Intellectual Property Rights (as defined below) relating to the Products and results of the services. The Customer shall not acquire any Intellectual Property Rights to the Products or results of the services by means of the Agreement. The Customer hereby irrevocably assigns and transfers to SWEP any Intellectual Property related to the Products that arise or is obtained or developed because of the activities performed by a Party under the Agreement. The Customer warrants that Intellectual Property assigned and transferred to SWEP is free from all encumbrances.

舒瑞普或舒瑞普的许可人应拥有与约定产品和服务成果有关的所有知识产权(如下文所定义)。客户通过约定协议并未获得约定产品或服务成果的任何知识产权。客户特此不可撤销地向舒瑞普转让因一方根据约定协议采取的行动而产生的或获得或开发的、与约定产品有关的所有知识产权。客户保证, 转让给舒瑞普的知识产权不附带一切权利负担。

- 9.2 "Intellectual Property Rights" or as applicable "Intellectual Property" means patents (including utility models), design patents, design rights (whether or not capable of registration), mask works, copyrights, copyright related rights (Swedish: närstående rättigheter), moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, rights under marketing law, and all other intellectual property rights; in all cases whether or not registered or registrable, and applications for any of the foregoing respectively, and all rights to apply for the same, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world.

"知识产权"系指专利(包括实用新型)、设计专利、设计权利(不论能否登记注册)、掩膜作品、版权、版权相关权利(瑞典语: närstående rättigheter)、道德权利、数据库权利、商标、商业秘密、专有技术、商号、市场交易法律项下的权利、和所有其他知识产权(在所有情况下, 均不论是否已登记注册或是否可登记注册), 以及上述各项的申请、申请权利、和世界各地具类似性质或类似效力的所有权利和保护形式。

- 9.3 Should the use of Products delivered by SWEP conclusively constitute infringement of third-party intellectual property rights, SWEP shall at its own expense and at its own discretion either (i) ensure the Customer's right to continue to use the Product, (ii) substitute the Product with an equivalent non-infringing Product, or (iii) repay the original purchase price paid by the Customer for the Product. SWEP shall have no liability towards the Customer for costs or damages resulting from any infringement of third-party intellectual property rights caused using the Products by the Customer.

若使用舒瑞普交付的约定产品, 确定构成对第三方知识产权的侵权, 则舒瑞普应自费依其自行酌情决定权, (i) 确保客户继续使用约定产品的权利, (ii) 以同等未侵权约定产品替换侵权约定产品, 或 (iii) 退还客户为约定产品支付的原始采购款。如果因客户使用约定产品而造成对第三方知识产权的侵权, 舒瑞普无须因此产生的费用或损害赔偿向客户承担责任。

- 9.4 The Customer shall immediately and in writing notify SWEP if a third party addresses any claim towards the Customer due to a Product infringing or is claimed to infringe a third party's intellectual property right.

如果第三方因约定产品侵犯或被指称侵犯第三方知识产权而对客户提起任何索赔, 客户应立即以书面形式通知舒瑞普。

## 10. Indemnity (赔偿)

- 10.1 The Customer agrees to indemnify, hold harmless, and defend SWEP, from any and all liabilities (including product liability and liability for infringements of third party intellectual property), losses, damages, costs, claims or lawsuits (including reasonable legal costs), settlements, judgement amounts and expenses, arising out of applying material, processes or other measures supplied or suggested by the Customer, or the Customer's use of the Products or by a third party on behalf of the Customer, either separately or in combination with other products, regardless of whether or not such liabilities, claims or lawsuits result from negligent acts or omissions of the Customer.

针对因应用或施行客户提供或建议的材料、工艺或其他措施, 或因客户使用约定产品或第三方代表客户使用约定产品(不论单独使用还是与其他产品一同使用)而产生的任何和所有责任(包括产品责任和侵犯第三方知识产权的责任)、损失、损害、费用、索赔或诉讼(包括合理法律费用)、和解、判决款项和开支, 不论该等责任、索赔或诉讼是否因客户的疏忽行为或不作为引起的, 客户同意保护舒瑞普使其免受影响, 向舒瑞普提供赔偿, 及为舒瑞普辩护。

## 11. Limitation of liability (责任限制)

- 11.1 SWEP'S liability shall always and without limitation for all reasons be limited to a) an amount equal to the price paid by the Customer for the Products delivered by SWEP to the Customer during the six previous months immediately prior to the claim, or b) RMB 750,000, whichever is less.

舒瑞普的责任始终(不因一切原因而受到限制)仅限于 a) 客户在索赔发生前六个月内就舒瑞普向客户交付的约定产品支付的价款的金额, 或 b) 人民币 750,000 元, 以较少者为准。

- 11.2 Under no circumstances shall SWEP at any time be liable for any incidental, punitive, consequential, or indirect damages, including but not limited to loss of revenue, standstill costs or loss of data. To the maximum extent permitted by law, SWEP shall not be liable for any damage caused to persons or property.

舒瑞普在任何情况下和在任何时候均不对任何附带、惩罚性、后果性或间接损害赔偿负责, 包括但不限于收入损失、停滞成本或数据丢失。在法律准许的最大范围内, 舒瑞普不对任何人员伤害或财产损失负责。

- 11.3 The Customer shall without delay and in writing notify SWEP of any product liability demands imposed upon the Customer in relation to the Products.

客户应毫无延迟地以书面形式向客户提出的有关约定产品的任何产品责任要求通知舒瑞普。

## 12. Export regulation (出口管制)

12.1 The Customer shall comply with all applicable laws, rules and regulations related to export controls and economic sanctions of the relevant jurisdiction. SWEP and its products may be subject to the laws, rules and regulations of China, Sweden, the EU, the United States, in addition to certain policies and principals of which are at the sole discretion of SWEP. When SWEP shall advise Customer of the applicable laws, regulations or its policies with respect to any order or requirement, the Customer shall be required to comply with those laws, regulations and policies or SWEP shall have the right, at its discretion, to cancel any order at any time and without liability to SWEP.

客户应遵守相关司法管辖区的所有与出口管制和经济制裁有关的适用法律、规则和条例。除舒瑞普依其自行酌情决定权确定的政策和原则外，舒瑞普及其产品还可能受中国、瑞典、欧盟和美国的法律、规则和条例限制。当舒瑞普告知客户其有关任何订单或要求的适用法律、法规或其政策时，客户须遵守该等法律、法规和政策，或者舒瑞普应有权依其酌情决定权随时取消任何订单，且舒瑞普无须承担任何责任。

## 13. Anti-bribery (反贿赂)

13.1 The Customer hereby warrants that it will not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement to government officials, including employees of state-owned companies, or to any third party for the benefit of a government official. The Customer shall comply with all applicable anti-corruption laws. The Customer's violation of this warranty shall be considered as a material breach of the Agreement and SWEP has the right to terminate the Agreement promptly. The Customer shall not be entitled to damages, penalties, remuneration or other compensation in connection with the termination of any Agreement resulting from a violation of this Section.

13.1 客户特此保证，其不会直接或间接就约定协议向政府官员（包括国有公司的员工）或出于政府官员的利益向任何第三方支付任何款项或赠送任何礼品或作出任何付款或赠礼的提议或承诺，或批准从事该等行为。客户应遵守所有适用的反贿赂法律。客户如违反本保证，应被视为严重违反约定协议，舒瑞普有权立即终止约定协议。如果任何约定协议因违反本条的行为而终止，客户应无权获得损害赔偿、罚金、赔偿或其他补偿。

## 14. Force majeure (不可抗力)

14.1 If and to the extent that a Party's performance of its obligations under the Agreement is made unreasonably onerous or is impeded by circumstances beyond its reasonable control, including e.g. general labour disputes, war, fire, floods, lightning, acts of terrorism, pandemic, restrictions in energy supplies or raw materials shortages, amendments to regulations issued by governmental authorities, intervention by governmental authorities and faults or delays by subcontractors caused by any such circumstances referred to in this section, the Party shall be released from liability for the fulfilment of such obligations. If a Party intends to claim relief by reason of any such circumstance as referred to in this section, the Party shall without undue delay notify the other Party in writing accordingly. If the Party's performance is materially prevented for more than three months as a result of any circumstance as referred to in this Section, the other Party shall be entitled to cancel any affected order in writing with immediate effect.

如果当一方履行其在约定协议下的义务因其无法合理控制的情形而变得不合理地繁重或无法进行，包括例如一般劳资纠纷、战争、火灾、水灾、雷电、恐怖行为、大流行病、能源供应限制或原材料短缺、政府当局发布的法规发生变更、政府当局的干涉及本条所述情形导致的分包商过错或延期，该方应被免除履行该等义务的责任。如果一方因本条所述的任何情形而意图寻求救济，该方应毫无不当延迟地向另一方发送相应的书面通知。如果一方的履约行为因本条所述的任何情形严重受阻超过三个月，另一方应有权利立即以书面形式取消任何受影响的订单。

## 15. Confidentiality (保密)

15.1 Neither Party shall, without the other Party's written consent, disclose any information to a third party (whether oral or written or in visual, electronic, or tangible form) regarding or otherwise relating to the other Party's affairs or other business matters or otherwise use such information for any other purpose than the Party's performance of its obligations according to these General Terms. Notwithstanding the above, SWEP shall have the right to disclose that the Customer is a customer of SWEP in its marketing activities. Such confidentiality shall not apply to information which the Party can show became known to it otherwise than through the Parties' business relation or which is publicly known. Nor shall such confidentiality apply when a Party is required to disclose such information by law or any governmental or other regulatory authority, or pursuant to applicable stock exchange rules.

未经另一方书面同意，任何一方均不得向第三方披露（不论以口头或书面形式，或以视觉、电子或有形形式披露）任何有关或另行涉及另一方事务或其他商业事宜的信息，亦不得以其他方式将该等信息用于除该方履行其根据本通用条款承担的义务外的任何其他目的。不论上述条款如何规定，舒瑞普应有权披露以下事实，即客户是舒瑞普在其营销活动中的客户。本保密条款不适用于一方能够证明其并非通过其商业关系获悉的信息或属于公众知悉的信息。当法律或任何政府或其他监管当局要求一方披露该等信息，或依据适用证券交易所规则，一方须披露该等信息时，本保密条款不适用。

## 16. Term and termination (有效期和终止)

16.1 Each Party shall have the right to terminate the Agreement by giving written notice to that effect to the other Party (i) if the other Party should commit a material breach of contract and neglects to materially remedy such breach of contract within 30 days after receipt of notice to that effect, or (ii) if the other Party should declare itself insolvent, enter into liquidation, be declared bankrupt, initialize company reorganization, enter into composition proceedings or

otherwise be considered as insolvent. The notice of termination shall be given without delay once the breach of contract becomes known or should have become known to the aggrieved Party.

在下述情况下，各方应有权通过向另一方发送相关书面通知，终止约定协议：

(i) 另一方严重违约，且未在收到相关通知后 30 日内，对该违约行为作出实质性补救，或 (ii) 另一方宣布其资不抵债，进入清算程序，被宣布破产，启动公司重组，进入债务重整程序，或其他被视为资不抵债。一旦受害者知悉或应该知悉违约行为，即应毫无延迟地发出终止通知。

16.2 In addition to the provisions stated above, SWEP shall always have the right to terminate the Agreement for convenience, honouring any accepted outstanding order, with three months' notice.

除前文的规定外，舒瑞普还应始终有权通过提前三个月发出通知，出于方便终止约定协议，但须完成任何已接受的未完成订单。

16.3 Upon termination of the Agreement, regardless of the reason for such termination, provisions contained in the Agreement that are expressed or by their sense and context intended to survive the expiration or termination of the Agreement, shall so survive the expiration or termination, and continue in full force and effect.

在约定协议终止后（不论因何原因终止），约定协议中所载的、明确表示或根据其意思和语境旨在于约定协议到期或终止后继续有效的条文，应在到期或终止后继续有效，并仍具有完全的效力。

## 17. Miscellaneous (其他条款)

17.1 The Customer may not assign nor transfer any part of its rights or obligations under the Agreement without the prior written consent of SWEP. SWEP may assign or transfer its rights without restriction.

未经舒瑞普事先书面同意，客户不得转让其根据约定协议享有或承担的权利或义务的任何部分。舒瑞普可不受限制地转让其权利。

17.2 Changes and additions to the Agreement, including to this Section 17.2, must be in writing and duly executed by the Parties.

对约定协议所作的更改和补充（包括对本第 17.2 条所作的更改和补充）必须以书面形式作出，并经双方正当签署。

17.3 SWEP shall have the right to engage a subcontractor to fulfil its obligations under these General Terms. If SWEP engages a subcontractor, SWEP shall be liable for such subcontractor's performance as for its own obligations.

舒瑞普应有权利聘用分包商履行其在本通用条款下的义务。如果舒瑞普聘用分包商，舒瑞普应对该分包商的履约行为负责，犹如对其自身的义务负责一样。

17.4 In the event of any conflict between the English language version of this Agreement and any translation of this Agreement into a language other than English, the English language version shall prevail.

如果约定协议的英文版本与除英文外的任何其他语言版本之间存在任何冲突，应以英文版本为准。

## 18. Disputes and applicable law (争议和适用法律)

18.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of People's Republic of China, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. The provisions contained in the United Nations Convention on the International Sale of Goods or the Act (1987:822) on International Sales of Goods shall not apply.

约定协议及因其产生的或与其有关的任何非合同性的义务，应适用中华人民共和国法律，并据其解释，排除规定适用任何其他司法管辖区法律的法律冲突原则。《联合国国际货物销售合同公约》或《国际货物销售法》（1987：822）所载的条文不适用。

18.2 Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with the Agreement, shall be finally settled by Shanghai International Economic and Trade Arbitration Commission (SIETAC) for arbitration which shall be conducted in Shanghai by three (3) arbitrators in accordance with SIETAC's Rules in force at the time of applying for arbitration. Unless agreed otherwise by the Parties, the language to be used in the arbitral proceedings shall be Chinese. The arbitral award is final and binding upon both Parties.

因约定协议、其违约行为、终止或无效、或任何由约定协议产生或与约定协议有关的非合同性义务产生的或与之相关的任何争议、矛盾或索赔，应最终由上海国际经济贸易仲裁委员会（SIETAC）通过仲裁解决，仲裁应由三（3）名仲裁员根据 SIETAC 在仲裁申请提出时有效的规则在上海进行。除双方另有约定外，在仲裁程序中使用的语言应为中文。仲裁裁决应是最终的，并对双方具有约束力。

18.3 All arbitral proceedings conducted pursuant to this Section, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

依据本条进行的所有仲裁程序、任何争议方或仲裁员（或代表任何争议方或仲裁员）在任何该等程序中披露的全部信息及提交或签发的全部文件，以及在任何该等程序进行过程中作出或宣布的全部决定和裁决，应严格保密，且不得用于除该等程序或任何该等决定或裁决的执行外的任何其他目的，亦不得在未获信息所涉一方的事先书面同意或（就决定或裁决而言）所有其他争议方的事先书面同意的情况下披露给任何第三方。