

## TERMS AND CONDITIONS OF SALE

### 销售条款及条件

**1. DEFINITIONS:** “Smiths” shall mean the Smiths Interconnect entity or business, to which Customer has submitted an Order.

定义：“史密斯”系客户提交订单的 Smiths Interconnect 下的一家公司或业务。

“Customer” shall mean the person(s), company or other entity that purchases Product/Services from Smiths pursuant to the Order.

“客户”指根据订单从史密斯购买产品 / 服务的个人、公司或其他实体。

“Order” shall mean the agreement between Smiths and the Customer (individually “Party” and collectively “the Parties”) for the sale and purchase of the Product/Services, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.

“订单”指史密斯和客户（两者单称“一方”、合称“双方”）之间达成的产品 / 服务销售和购买协议，包括本销售条款及条件，以及紧随本销售条款及条件后附的、经双方签字的任何同期书面文件。

“Product” means all components, spare parts, goods, product, or materials of any kind, which are supplied by Smiths under the Order.

“产品”指史密斯在订单项下供应的所有组件、备件、货物、产品或任何种类的材料。

“Services” means all services, including maintenance and installation services, provided under the Order.

“服务”指在订单项下提供的、包括维护和安装服务在内的一切服务。

**2. OFFER AND GOVERNING PROVISIONS:** Each quotation and Order acknowledgement issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smiths objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of any force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes.

**要约和适用规定：**由史密斯签发的每一份报价单和订单确认函系史密斯将按照本销售条款及条件出售所述货物和 / 或服务之要约，并非对客户做出的任何要约之接受，且明确地以客户对本销售条款及条件之同意为条件。史密斯不接受客户以前或在文件签发之后向史密斯提供的任何订单或其他通信文书中含有的任何追加条款或不同条款。该等追加的或不同的条款或条件均不会具有任何效力。订单的各项条款将是客户和史密斯之间签订的、关于订单所述交易标的的全部合意。

### **3. PAYMENT:**

(A) Payment in full of the purchase price shall be made in Peoples' Republic of China currency in accordance within 30 days of the date of invoice and may only be paid by electronic bank transfer, unless otherwise agreed and shown on the original quote or invoice.

除非原始报价或发票另有约定，全部货款应在发票载明日期的三十（30）天内、以中华人民共和国法定货币支付，且只能以电子银行转账方式支付。

(B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under the Order is overdue, Smiths may, without notice to Customer, either:

按照本条款的规定准时付款对**订单**而言至关重要。如果**客户**在**订单**项下欠付**史密斯**的任何款项逾期，则**史密斯**可采取以下措施而无需向**客户**发出通知：

(i) cease the supply of further Product/Services under the Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or

停止供应**订单**项下的进一步**产品 / 服务**，并且不对**客户**的任何损失承担（包括利润损失或其他财务或经济损失）责任，直到**客户**向**史密斯**支付了该笔款项及其可能到期的利息为止；或者

(ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer there under, without liability on the part of Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Product/Services, supplied or ordered by Smiths in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such termination.

终止**订单**以及**史密斯**和**客户**签订的任何其他协议，无论**订单**和该等协议项下是否有**客户**到期应付的任何款项，且**史密斯**不承担任何责任。对于在所有该等协议项下的、已到期但未付的、与**产品 / 服务**（为部分实施该等协议而供应或订购的）相关的所有款项，**客户**应立即向**史密斯**支付，并应支付**史密斯**因该等终止而产生的所有间接成本和其他成本。

(C) No defect in the Order of the Product/Services shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties provided in Section 9 hereunder. Smiths may demand different terms of payment from those specified on the face of the Order, whenever it has reasonable evidence that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it has reasonable evidence that such ability is in doubt. Such demand shall be in writing and Smiths may, upon making such demand, stop production and/or suspend shipments hereunder.

**产品 / 服务**的**订单**中的任何缺陷均不得对付款条款形成妨碍。如果**客户**未按上文规定付款，则**客户**应被视为已豁免了本销售条款及条件项下的第9条中规定的保证。无论何时，只要**史密斯**有合理证据证明**客户**的财务状况使变更付款条款变得有必要，**史密斯**便可要求采用与**订单**规定的条款不同的其他付款条款；只要**史密斯**有合理证据证明**客户**的付款能力存在疑问，**史密斯**便可要求**客户**做出付款能力保证。**史密斯**的该等要求应采用书面形式提出，且一经提出，**史密斯**便可立即停止本销售条款及条件项下的生产活动并 / 或中止发货。

(D) If Customer is in default of any payment obligation, Smiths is, without reminder and prejudice to any other rights, entitled to charge a penalty interest at a rate of 1.5 times the benchmark lending rate for 1-year term loan published by the People's Bank of China at the due date of payment for any outstanding sum, beginning with any due date of payment.

如果**客户**不履行任何付款义务，则**史密斯**有权在不发出通知且在不影响任何其他权利的情况下，对任何欠付款项收取罚息，罚息利率为中国人民银行于该等付款到期之日公布的 1 年期定期贷款基准利率的 1.5 倍，从该等款项的到期之日起算。

**4. CANCELLATION:** SMITHS at its option and in addition to its other remedies may without liability cancel this Order or refuse shipment, if (a) Customer is in default in any payments or other performance due SMITHS under this Order or any other agreement (b) Customer becomes insolvent or a petition in bankruptcy is filed with respect to Customer (or similar event) or (c) causes beyond SMITHS 'S control make it impossible to assure its timely performance. Customer may cancel the remaining unfilled portion of its Order only upon written consent of SMITHS and payment of the full price for that portion of the Order that SMITHS has substantially completed at time of cancellation plus reasonable cancellation charges which shall include the full profit plus all costs incurred in connection with the canceled portion of the Order such as overhead and administrative costs, commitments made by SMITHS as a consequence of Customer's Order and the cost of all work-in-progress. Cancellation charges shall not exceed the purchase price of the canceled portion of the Order.

**取消订单:** 如存在下述情况的，除其他补救措施外，史密斯有权决定取消订单或拒绝装船且不承担任何责任：**(a)** 客户未履行本订单或其他合同项下的付款或其他义务；**(b)** 客户资不抵债或已提交破产申请（或其他类似事件）或**(c)** 在史密斯控制外的原因致使其无法按时履行义务。仅经史密斯书面同意，且全额支付史密斯于取消时已实质性完成的订单部分另加合理的、包括全部利润以及与订单取消部分相关的成本，比如管理费、史密斯因客户订单产生的承诺的费用以及在制品费用的取消后，客户有权取消剩余未完成的订单部分。取消费不应超过取消部分的购买价格。

**5. DELIVERY:** Unless otherwise agreed to in writing, all delivery hereunder is per EX works (Incoterms 2010) Deliveries shall be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees will be charged to the Customer. Smiths shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. Smiths shall, to the fullest extent permitted by applicable law, not be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay. Customer agrees not to make such claim on Smiths. *Unless otherwise agreed to in writing, title and risk of loss to Product passes to Customer on delivery of Product to the Delivery Point.*

**交付:** 除另有书面约定之情形外，所有交付适用 Incoterms2010 EX Works 术语。交付应在周一至周五的正常营业时间内进行。交付之前应制定交付计划。如果**客户**需要对交付时间计划进行变更，则因重新交付而发生的任何追加成本及 / 或储存费应由**客户**承担。**史密斯**应尽合理努力来实现及时交付，但是对于因超出其合理控制的缘由导致的任何交付延误，**史密斯**不承担责任。可能被述及的任何具体交付日期均只是近似日期。以有关法律允许的最大程度为限，对于交付延误或未能发出延期通知导致的任何附带损害或间接损害（以下均包括但不限于预期利润损失、销售损失、人员受伤或财产受损），**史密斯**均不承担任何责任。**客户**同意不会就此向**史密斯**提出索赔。除另有书面约定之情形外，**产品**的所有权和货损风险在**产品**交付到交付点时转移至**客户**。

**6. DELIVERY REQUIREMENTS:** The Customer is responsible for assuring access points for delivery of Product when necessary and is required. In an effort to assure a successful delivery, we kindly ask that our Customer clearly state delivery instructions on their purchase order.

**交付要求：**客户负责确保在需要且被要求的情况下为产品的交付提供联络点。为了确保顺利完成交付，请客户在下订单时明确说明交付要求。

**7. DELIVERY INSPECTION REPORT:** In an effort to help protect both Smiths and our Customers, we ask that before signing for receipt of your Products, the Customer conduct a thorough evaluation and inspection of the Products and complete the “Delivery Inspection Report” provided by the contracted delivery company. Customer must set out all quantity and quality issues (including apparent and hidden imperfections and defects of the Products) identified during the inspection in the “Delivery Inspection Report” and submit to Smiths within ten (10) days from receipt of delivery.

**交付检查报告：**为了有助于保护史密斯和客户的利益，请客户注意：在签收您的产品之前，请花几分钟对产品进行一次全面评估和检查，并填写由签约递送公司提供的《交付检查报告》。客户必须将检查过程中发现的所有数量和质量问题在《交付检查报告》中注明（包括产品明显和隐藏的缺点和瑕疵）并在交付后十（10）日内递交史密斯。

**8. STORAGE FEES:** A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if the Products are not taken with five (5) days after the Products are delivered to the delivery address designated by Customer.

**储存费：**对所有修理的和大修的产品，如果在产品被交付至客户指定的交付地址后的五（5）内客户还未前来取货，则在法律允许的最大额度内史密斯将按月收取储存费。

## **9. WARRANTIES:**

**保证条款：**

(A) Smiths warrants that Products sold by Smiths and manufactured by Smiths (1) conform to Smiths specifications, and (2) are free from defects in materials and workmanship (under normal usage and provided that Smiths' operation and maintenance instructions are followed by competent personnel). Warranty periods shall be as set forth in the quotation, and shall not be more than six (6) months unless otherwise agreed to in writing. Normal wear and tear shall not be considered a defect.

史密斯保证，史密斯出售和制造的产品 (1) 均符合史密斯的规范，且 (2) 无任何材料或工艺上的瑕疵（以正常使用且适格人员遵守史密斯的操作和维护说明为前提）。保修期应根据报价单确定。除非书面另行约定，产品保修期不应超过六（6）个月。正常磨损不应被视为瑕疵。

(B) Smiths warrants that it shall use reasonable efforts to provide the Services ordered under the Order. The express warranty set forth in the first sentence of this paragraph shall be the only warranty given by Smiths with respect to the Services provided.

史密斯保证，史密斯将尽其合理努力提供订单项下订购的服务。本段落的第一句中所述明示保证应为史密斯对其所提供的服务的唯一保证。

(C) Product and parts that are consumed in normal operation are not covered by this warranty.

在正常操作中消耗的产品和部件不包含在本保证条款范围之内。

(D) If the Customer or operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to Smiths' service department immediately upon discovery.

如果**客户**或操作者（视具体情况而定）在适用的保修期内发现某一瑕疵，则必须在发现后立即将之报告**史密斯**的服务部门。

(E) Within a reasonable time after proper notification, Smiths shall, during its normal business hours, Monday through Friday in the warranty period, correct any defect covered by this warranty without charge. The original duration of this Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to Smiths' specifications and to be free from defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Product of which it is a part, subject to the other terms of this Warranty. The above remedies are the exclusive remedies of Customer and operator, and the sole responsibility of Smiths, for breach of this Warranty.

在收到适当通知后的合理时限内，**史密斯**应在保修期内的周一至周五的正常营业时间内，对本**保证条款**所涵盖的任何瑕疵免费进行纠正。本项保证的原有效期应对那些未经修理或更换的部件保持有效适用。任何经修理或更换的部件被保证符合**史密斯**的规范且无任何材料或工艺上的瑕疵，其修理或更换后的保修期与适用于其对应的**产品**的原保修期相同，并同样受限于本**保证条款**的其他规定。对于违反本**保证条款**的行为，上述补救措施是**客户**和操作者的排他性补救措施，也是**史密斯**承担的惟一责任。

(F) Smiths' warranty ceases to be effective if Customer fails to operate and use the Product sold hereunder in a safe and reasonable manner in accordance with Smiths' written instructions.

如果**客户**未能按照**史密斯**的书面说明采用安全、合理的方式操作和使用**史密斯**在本销售条款及条件项下出售的**产品**，则**史密斯**的保证失效。

(G) CUSTOMER SHALL NOT BE ENTITLED TO ANY REMEDY UNDER THIS WARRANTY WITH RESPECT TO THE FOLLOWING:

出现以下任一情况的，**客户**无权享有本保证条款项下的任何补救措施：

(i) PRODUCT/SERVICES THAT HAS BEEN SUBJECTED TO ANY ALTERATION, DISASSEMBLY, TAMPERING, MODIFICATION, OR REPAIR WITHOUT PRIOR AUTHORIZATION BY SMITHS;

未经**史密斯**的事先授权，**客户**擅自对**产品 / 服务**进行了修改、拆卸、篡改、更改或修理；

(ii) PRODUCT/SERVICES SUBJECTED TO EXPERIMENTAL RUNNING OR ANY TYPE OF OPERATION OR USE OTHER THAN THAT FOR WHICH THE PRODUCT/SERVICES IS DESIGNED;

**客户**在超出**产品 / 服务**的设计用途范围之外对**产品 / 服务**进行实验性运行或任何类型的操作或使用；

(iii) PRODUCT/SERVICES FROM WHICH SMITHS' AND/OR VENDOR'S TRADEMARK OR SERIAL NUMBER HAS BEEN ALTERED, REMOVED, OR OBLITERATED WITHOUT SMITHS' WRITTEN PERMISSION, EXCLUDING ANY ALTERATION, REMOVAL, OR OBLITERATION DIRECTLY CAUSED BY ACCIDENT OR MISHAP;

未经**史密斯**书面允许，**客户**擅自对**产品 / 服务**上的**史密斯**的和 / 或供货商的商标或序列号进行了修改、移除或遮盖，但不包括因事故或灾祸直接造成的修改、移除或遮盖情况；

(iv) PRODUCT/SERVICES THAT HAS BEEN IN STORAGE OR IMMOBILIZED FOR ONE YEAR OR MORE AFTER DELIVERY.

**产品 / 服务**在交付之后已被储存或未被动用过达一年或以上。

(H) SMITHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SMITHS.

除上述保证之外，史密斯不作任何其他明示或暗示的保证，尤其对于产品的适销性或适于某一特定用途不作任何保证；并且，本条款中所述的明确保证替代任何该等保证以及史密斯承担的任何其他义务或责任。

(I) For purposes of the exclusive remedies set forth in this Warranty, and the limitations of liability set forth in Section 11 of these Terms and Conditions of Sale into which it is incorporated, "Smiths" shall be deemed to include Smiths, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.

为本保证条款规定的排他性补救措施且本销售条款及条件第 11 条中规定的史密斯的责任范围之目的，“史密斯”应被视为包括史密斯总公司及其子公司、分公司、董事、管理人员、雇员、代理、代表、分包商，以及上述各方的供应商。

(J) This Warranty is non-transferable and is applicable only to the original Customer.

本保证条款不可转让，仅适用于原始客户。

(K) This Warranty shall not be extended, altered or varied except by written instrument executed by Smiths.

未经史密斯签署书面文件同意，不得对本保证条款进行扩展、修改或变更。

(L) Any claim for breach of this Warranty will not be accepted by Smiths unless such action or proceeding commences within the applicable warranty period.

针对违反本保证条款的行为提出索赔的，该等索赔行动或索赔程序须在有关保修期内启动，否则史密斯不会接受该等索赔。

**10. TRADEMARKS/COPYRIGHTS:** Smiths makes no warranty with respect to infringement of the intellectual rights (including patents, trademarks and copyrights) of others or for any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

**商标 / 版权:** 对于侵犯他人知识产权（包括专利、商标和版权）的行为，或因遵守客户的图纸、规格、要求或指示引起的任何侵权索赔，史密斯不做出任何保证。

#### **11. LIMITATIONS OF LIABILITY AND INDEMNITY:**

**责任范围和赔偿:**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, SMITHS SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, OR LOSS OF BUSINESS. CUSTOMER AGREES THAT SMITHS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES (INCLUDING MULTIPLE CLAIMS) RELATING TO OR ARISING UNDER THE TERMS AND CONDITIONS OF SALE HEREIN SHALL NOT EXCEED THE AMOUNT OF THE ORDER. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NOR SHALL SMITHS BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.

在适用法律允许的最大范围内，史密斯均不对以下损失承担责任：特殊的、附带的、间接的、惩戒性的或其他类型的损失，包括但不限于产品丧失用途、数据丢失、利润损失、存款损失、收入损失及业务损失。客户同意，史密斯就本销售条款及条件项下产生或与此相关产生的客户损失（包括多项权利主张）向客户承担的累计赔偿责任限额不应超过订单金额。在适用法律允许的最大范围内，史密斯也不应为第三方向客户提起的任何索赔要求承担责任。

(A) Smiths shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Product/Services occasioned by delays, in the performance of Smiths' obligations, due to: (i) any cause beyond Smiths reasonable control or the control of Smiths' suppliers or subcontractors which cannot be foreseen, avoided and overcome; and (ii) an act of God, default of Customer, act of civil or military authority, fire, terrorism, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation.

在履行史密斯的义务时，因 (i) 超出史密斯合理控制的或史密斯的供应商或分包商的控制的、无法预见、避免和克服的任何缘由以及 (ii) 天灾、客户违约、民事或军事当局的行为、火灾、恐怖主义、罢工或其他用工困难、暴乱或其他内乱、制造商资不抵债或其他无能力履行的情况、运输延误，而造成的未能交付或迟延交付情况，或客户蒙受任何损失或损害的情况，或因延误引起产品 / 服务上的任何损失或损害的情况，史密斯概不承担任何责任。

(B) The conditions to performance specifically stated in this provision and elsewhere in the Order shall be the only conditions to an absolute duty of performance on the part of Customer and Smiths. Any claim by Customer in connection with the Order, other than provided for elsewhere in the Order, must be commenced within one (1) year from delivery. Customer agrees to defend, indemnify and hold harmless Smiths from and against any claim, loss, liability, expense or damage (including legal fees) incurred by Smiths with respect to any of Customer's export or re-export activities contrary to Section 17 – **EXPORT AND IMPORT CONTROLS, ECONOMIC SANCTIONS; NOTIFICATION..**

本条及订单其他部分中明确所述的各项履约条件，应是客户和史密斯完全履约仅有的履约条件。与订单有关的、客户提出的任何索赔必须在自交付之时起的一（1）年内做出，但订单中另有规定的除外。对于与客户的、有违第 17 条“**进出口管制、经济制裁；通知**”的任何出口活动或再出口活动有关的、史密斯发生的任何索赔、损失、责任、费用或损害（包括法律费用），客户同意为史密斯进行抗辩，对史密斯进行赔偿，令史密斯免受任何损害。

**12. TAXES:** Value added taxes in connection with the sale of the Products will be payable by Smiths but charged to Customer, and will be included in the sale price and identified. All other taxes will be paid by the Parties according to the requirements of the law.

**税费：**与产品的销售有关的增值税将由史密斯缴纳，但会向客户收取，并会包括在销售价格中并予以明确。所有其他税费将由双方根据法律规定缴纳。

### **13. CHANGES AND TERMINATION:**

#### **变更和终止：**

(A) Smiths shall have the right, in its sole discretion, to terminate the Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of the Order and cannot effectively remedy such breach within 15 days.

如果客户出现以下任一情况，史密斯应有权自行决定终止订单：(i) 客户在通常情况下无法支付到期的债务；(ii) 客户经法律程序宣告破产；(iii) 客户不再或威胁不再开展业务；或 (iv) 客户对订单构成实质违约且不能在十五（15）天内有效地纠正该等违约。

(B) Customer may make a written request for amendment, modification, or termination of the Order. If a request for amendment or modification is accepted by Smiths, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. If request for termination is accepted by Smiths, equitable indemnifications shall be made to Smiths for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give Smiths adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

客户可提出修正、修改或终止订单的书面请求。如果史密斯接受了某一修正或修改订单的请求，且任何变更造成进行订单项下的任何一部分工作的成本或所需时间出现增减，则应在价格表和 / 或交付时间表做出相应调整，并应对订单进行相应的书面更改。如果史密斯接受了终止订单的请求，则对于订单项下发生的一切损失，以及按所花费的时间和成本计算的合理利润，客户应对史密斯进行公平的赔偿。在史密斯收到上述款项之前，订单应持续有效。合乎本条款规定的书面要求将赋予史密斯充分的理由来要求获得客户提供关于执行订单的能力和意愿的书面保证。

**14. MERGER AND SEVERABILITY:** The Order contains the entire agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of the Order are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to the Order, shall be considered part of the Order. If any provision of the Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of the Order, all of which shall remain in full force and effect.

**合并和可分割性：** 订单包含双方的全部合意，不包含双方在签署订单之前或同时达成的一切口头的或书面的协议，但是，那些在签署订单同时由双方签字的且紧随订单后附的书面文件，应视为订单的一部分。如果某一具有适格司法管辖权的法院判定订单的任何规定无效或不可强制执行，则订单的剩余规定不受该判定的影响且应保持充分的效力。

**15. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM:** (A) The Order shall be governed by, and construed in accordance with, the laws of Peoples' Republic of China without the application of conflict of laws principles.

**争议解决、适用法律和裁判地：** (A) 订单应适用中华人民共和国法律，并据之进行解释，但不适用法律冲突原则。

(B) In the event a dispute arises under or relates to the Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date on which either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to the Order shall be brought and maintained in the court of the People's Republic of China which has jurisdiction over the domicile address of Smiths. By execution of the Order,

Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law arising out of the Order may be brought by Customer more than two (2) years after the cause of action has first arisen.

如果某一争议因**订单**引起或与**订单**相关，则**双方**应在任何一方向另一方发出书面通知、表明想要援用本条款的意图之日后的三十（30）天内，努力尝试解决该争议，在这三十（30）天期限内，任何一方均不得向另一方提起法律诉讼以主张己方对对方的权利。如果**双方**在上述三十（30）天期限内未解决争议，则任何一方均可提起法律诉讼以主张己方可能享有的、对对方的任何权利或救济。与**订单**相关的任何法律诉讼或程序均应交由对**史密斯**的住所地址享有司法管辖权的中华人民共和国的法院进行解决。通过签署**订单**，**客户**在此为其自己并就其财产普遍地且无条件地接受上述法院的司法管辖权。在因**订单**引起的任何诉因首次出现后已满两(2)年的，**客户**便无权就该诉因提起法律上的任何诉讼。

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer for notices under the Order. Nothing herein shall affect the right of Smiths to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

**客户**进一步不可撤销地同意，服从任何上述法院就任何该等诉讼或程序向**客户**送达的法律文件，前提条件是该等法律文件应是书面形式的，并应由专人递送或以邮资预付的挂号信或保证邮件（需要回执）的方式寄出，送达**客户**的地址以**订单**项下告知的**客户**地址为准。本条款中的任何规定均不影响**史密斯**以法律允许的任何其他方式向**客户**送达法律文件的权利，以及在任何其他法域内对**客户**提起法律诉讼或程序的权利。

(D) Smiths shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing the Order.

**史密斯**应有权向**客户**收取因其强制执行**订单**而发生的、包括律师费在内的合理费用。

(E) The rights and obligations herein shall survive completion of the final payment under the Order.

在**订单**项下的最终付款完成之后，本条款规定的权利和义务应仍然有效。

**16. CONFIDENTIALITY:** The Parties agree that, in the course of performance of the Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Product/Services shall be considered Smiths' proprietary information. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employment, except when authorized by the disclosing Party. Any Party receiving confidential information under this Article shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of the Order, and for no other purpose.

**保密：**双方同意，在履行**订单**的过程中，相互交换保密信息可能是有必要且属适宜的。例如，对**产品 / 服务**进行的一切更新、修理、更换、补丁、修改和其他变更均应视为**史密斯**的专有信息。为了实现这一保密性，**双方**就以下事项达成一致：任何一方在向另一方披露保密信息时，应将该等信息标示为保密信息。接收保密信息的一方不得将披露方的保密信息披露给其雇佣范围外的任何人，但被披露方

授权的情况除外。本条款项下接收保密信息的任何一方均应对该等保密信息以保护自己的保密信息一样的方式加以保密，并应只将该等保密信息用于履行**订单**之目的，不得用于任何其他目的。

**17. EXPORT AND IMPORT CONTROLS, ECONOMIC SANCTIONS; NOTIFICATION:** Customer acknowledges and agrees that the ultimate destination of the products, technology, software, or services sold hereunder is in China, unless otherwise stated in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to transfer, export, re-export, or import any of the products, technology, software, or services to any person without complying with applicable export, import, and economic sanctions laws and regulations of China, the United States, the United Kingdom, the European Union, or any other applicable jurisdictions. Customer agrees to notify Smiths immediately if Customer or the end-user (if not the Customer parties lists, including the Denied Persons List, Entity List, Sectoral Sanctions Identifications List, or Specially Designated Nationals List, or if the export privileges of Customer or any relevant third party whom Customer will involve in this transaction (including its customer, if applicable), are otherwise denied, suspended or revoked in whole or in part by any relevant government authority. Customer shall ensure that the products, technology, software, or services are not used in relation to chemical, biological or nuclear weapons, or missiles capable of delivering such weapons.

**进出口管制，经济制裁，通知：**客户承认并同意，本销售条款及条件项下出售的产品、技术、软件或服务的最终目的地是中国，但另有书面说明的情况除外。**客户**不得授权或允许其雇员、经销商、顾客、经纪人、货运代理人 and / 或代理向任何人士转让、出口、再出口或进口任何产品、技术、软件或服务，而不遵守中国、美国、英国、欧盟或任何其他适用司法管辖区的、关于进出口和经济制裁的有关法律、法规。**客户**同意在以下情形将立即通知**史密斯：**客户或终端用户（若非**客户**方名单，包括禁运个人名单、禁运实体名单、行业制裁识别名单或特定国家名单），或**客户**或与**客户**进行此次交易的任何相关第三方（包括其客户，如适用）的出口权限被任何相关政府当局以任何方式全部或部分禁止、暂停或取消。**客户**应确保产品、技术、软件或服务不会用于制造化学、生物或核武器，或能够运载该等武器的导弹。

**18. LICENSE AND OWNERSHIP:** To the extent that the Order Product/Services contain or are software, Smiths hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable personal license to use the software and related documentation. Customer's use of the Order Product/Services conclusively evidences its acceptance of this license and the Order. Title to the software shall at all times remain with Smiths. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain the sole property of Smiths and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

**许可证和所有权：**如果**订单产品 / 服务**是软件或包含软件，则**史密斯**同意向**客户**授予一项非排他性、不可转让、不可分许可的个人许可，许可其使用该软件及相关文档。如果**客户**使用**订单产品 / 服务**便最终证明**客户**接受此项许可和**订单**。该软件的所有权应始终归**史密斯**拥有。**客户**同意，该软件及其一切增强版、相关文档及衍生作品均是且将保持是**史密斯**的独有财产，并涵盖各项宝贵的商业秘密。**客户**同意将该软件及相关文档作为保密信息对待，不会对该软件及相关文档进行复印、复制、分许可或以其他方式披露给第三方。**客户**同意不会对该软件及相关文档进行反汇编、反编译、逆向工程、创造衍生作品，也不会对之进行翻译、定制化、本地化、修改、添加或以任何方式进行更改、出租或出借。

**19. ASSIGNMENT:** Neither Party shall assign the Order without the prior written consent of the other Party, except that Smiths may assign it to any of its parent, sister, or affiliate companies.

**转让:** 任意一方均不得在未获得另一方的事先书面同意的情况下对订单进行转让，但是史密斯可将订单转让给自己的母公司、姊妹公司或关联公司。

**20. RELATIONSHIP:** Nothing in the Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

**关系:** 订单中的任何规定均不被解释为双方具有合作伙伴或合资公司的关系，且双方均无权以任何方式限制或约束对方。

**21. HEADINGS:** Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of the Order or any provision thereof.

**标题:** 任何条款标题或段落标题仅为便于参考之用，并不对限定、限制或延伸订单或订单的任何规定的范围或意图。

**22. PROPRIETARY INFORMATION STATEMENT:** The quotation contains information proprietary to Smiths. No information proprietary or part of the information proprietary shall be reproduced or transmitted in any form without the prior written permission of Smiths. The quotation supersedes all previous quotations and is valid for 30 days from date of issue, unless otherwise stated.

**专有信息声明:** 报价单中所含的信息系史密斯的专有信息。未经史密斯的事先书面允许，不得对任何专有信息或其任何一部分进行复制或传播。报价单取代之前的所有报价单并自签发之日起的 30 天内有效，但另有声明的情况除外。