

GENERAL TERMS OF DELIVERY 通用交货条款



of Anton Paar (Shanghai) Trading Co., Ltd. 安东帕（上海）商贸有限公司
Room 713, No. 710 Changping Road, Jing'an District, Shanghai Municipality
上海市静安区昌平路 710 号 713 室

1 Scope 适用范围

- 1.1. Unless otherwise agreed in writing, these General Terms of Delivery ("Terms") shall exclusively govern all sales and deliveries made by Anton Paar (Shanghai) Trading Co., Ltd. ("Anton Paar").

除非另有书面约定，下述通用交货条款（“条款”）将排他地适用于安东帕（上海）商贸有限公司（“安东帕”）的所有销售和交货行为。

- 1.2. **Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by Anton Paar. Buyer's general terms of purchase or any similar unilateral terms of Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by Anton Paar.**

任何与该等条款相左的内容，仅在经安东帕明确书面同意方为有效并具有约束力。买方的通用采购条款或买方的任何类似单边条款，即便安东帕接受的订单中有所提及或囊括在其中，亦不构成合同的一部分。

2 Conclusion of contract 合同的订立

- 2.1. Anton Paar's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by Anton Paar in writing.

安东帕的报价仅为估价，不产生法律后果。任何来源于商品目录、网站、资料夹、宣传刊物和类似文件中的陈述或图片不构成任何权利。口头陈述经安东帕书面确认方有约束力。

- 2.2. When the Buyer wishes to place an order for Anton Paar's products, it shall submit an order form to Anton Paar. Such order shall be treated as an offer by the Buyer to contract with Anton Paar, but shall not be binding on Anton Paar until accepted in accordance with clause 2.3.

若买方有意订购安东帕的产品，其应向安东帕提交订单。该订单应被视为买方与安东帕订立合同的要约，直至安东帕按照第 2.3 款规定给与承诺后方具有约束力。

- 2.3. If Anton Paar, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or conclusively (by means of Anton Paar's performance). Oral or written statements shall only be binding, if expressly confirmed in the order confirmation.

如果安东帕自行决定接受买方的订单，则应向买方出具订单确认。合同于安东帕出具订单确认或安东帕实际履行时缔结。口头或书面声明仅于订单确认中明确确认后方有约束力。

- 2.4. Amendments of or additions to the contract require Anton Paar's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

对合同作出的修订或增补需经安东帕书面同意。以电子形式提交的订单、订单确认及其修订及其他书面确认同样有效。

3 Prices 价格

- 3.1. Prices only cover the products and/or services, including standard packaging, and are calculated EXW Anton Paar (Incoterms 2020), excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery, unloading and subsequent handling, maintenance and pre- or after sales services.

价格仅涵盖产品和/或服务的安东帕工厂交货价（《2020 年国际贸易术语解释通则》），包括标准包装，但不包括运费、保险、增值税或任何其他适用销售税、关税、进口税或其他针对交货、卸货和后续处理、维护、售前和售后服务收取的费用。

- 3.2. If applicable according to the agreed delivery term (Incoterms 2020), these costs, expenses and charges will be invoiced to Buyer separately. Packaging materials will be taken back only by express agreement and in any case, at the Buyer's risk and cost.

如果根据约定的交货条件（《2020 年国际贸易术语解释通则》）适用，则安东帕将另行就该等成本、费用和收费向买方开具发票。包装材料仅于双方明确同意的情况下回收，回收的风险和费用在任何情况下均由买方承担。

- 3.3. **Prices are based on the time of the first quotation. In the event that the costs have increased by the time of delivery or if the order placed is not in accordance with the quotation, Anton Paar reserves the right to adjust prices accordingly.**

价格以首次报价的时间为基础。如果交货时成本增加或订单未按报价下达，则安东帕保留相应调整价格的权利。

4 Payment 付款

- 4.1. Unless agreed otherwise for a specific contract, the Buyer shall effect 100% of the payment to

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Anton Paar in advance. Payments shall be made in CNY by bank transfer to one of Anton Paar's bank accounts free of charges for Anton Paar.

除非特定合同另有约定，否则买方应提前预付全额货款。买方应通过银行转账人民币向安东帕的特定银行账户付款，且安东帕无需承担相关的手续费。

4.2. If the Buyer fails to make any payment to Anton Paar by the due date, Anton Paar may without prejudice to its other rights

若买方未在截止日期前向安东帕支付任何款项，则安东帕可在不损害其他权利的情况下

a) charge interest on the overdue amount at the rate of 1.25% per month, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or

就逾期款项收取每月 1.25% 的利息，该等利息应逐日计取，自到期日至买方实际支付逾期款项之日为止；及/或

b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or

暂停履行其义务，且无需因该等迟延向买方承担任何责任，直至买方全额付款为止；及/或

c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action.

要求买方赔偿法律诉讼前其因买方迟延付款而导致的所有成本和费用。

4.3. Title to the products will pass to the Buyer upon the date of delivery, provided all outstanding sums owed by the Buyer to Anton Paar have been fully paid by then; otherwise title is retained by Anton Paar until all due sums are fully paid. In case of a resale of a product for which Anton Paar retains title, the Buyer assigns his claim out the resale, to Anton Paar to secure Anton Paar's rights, even if the product is processed, transformed or combined with other commodities.

产品的所有权将于交货之日转移至买方，但所有权转移的前提是买方已付清其欠付安东帕的所有款项；否则，安东帕可保留产品所有权，直至买方付清所有到期款项为止。如果安东帕保留所有权的产品发生转售，即便产品已经处理、转移或其他商品结合，买方亦向安东帕转让其对转售产品的请求权，以担保安东帕的权利。

4.4. The Buyer may not withhold or retain payments or other obligations or offset them against any amount due to Anton Paar.

买方不得扣留或保留付款或其他义务或冲抵其欠付安东帕的任何款项。

5 Delivery 交货

5.1. Unless agreed otherwise, the products will be provided EXW Anton Paar (Incoterms 2020) and risk of loss of the products will pass to the Buyer upon such delivery point, whether or not the shipment is effected, organized or supervised by Buyer or Anton Paar and regardless of any installation or assembly work to be performed by Anton Paar after the delivery of the products.

除非另有约定，产品将于安东帕工厂交货（《2020 年国际贸易术语解释通则》），产品灭失风险将于该交货时点转移至买方，无论由买方或安东帕执行、组织或监督装运，亦不考虑安东帕将在产品交付后开展的任何安装或装配工作。

5.2. Delivery or performance dates in relation to the supply of products are approximate only. **Unless otherwise expressly stated by Anton Paar, time is not of the essence for delivery of the products and Anton Paar will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.**

与产品供应相关的交货或履约日期仅为大致日期。**除非安东帕另有明确说明，否则时间因素并非交付产品的关键，安东帕无需承担因未满足交货日期而发生的任何损失、损害、处罚或费用。**

5.3. The actual delivery time will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:

实际交货日期取决于初步条件的满足，但应于下述日期中最迟的日期开始：

a) the date of order confirmation by Anton Paar;

安东帕出具订单确认之日；

b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;

买方满足其应负责的所有技术条件、商业条件和其他条件之日；

c) the date of receipt by Anton Paar of a deposit or security or full payment due before delivery of the goods in question.

安东帕在交付有关货物之前收到应付定金或押金或全额货款。

5.4. Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly.

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买方应从有关政府部门或第三方处获得为建设工厂和设备所需的任何许可或批准。若该等许可或批准的授予因任何原因迟延，则交货期应相应延展。

- 5.5. **Anton Paar may carry out, and charge Buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.**

安东帕可部分交货或提前交货，相关费用由买方承担。若双方约定根据买方通知交货，则商品最迟于订单下达后一年视为取消。

- 5.6. Anton Paar shall not be deemed as being in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect Anton Paar or any of its subcontractors.

安东帕因不可预见的情况或超出双方控制的情况而无法满足约定交货时间的，不视为违反合同，亦无需就未履行或迟延履行其任何义务承担任何责任，且交货时间应相应延展，该等情况包括但不限于火灾、洪水、地震、风暴或其他自然灾害、战争、战争威胁或准备、武装冲突、实施制裁、禁运、外交关系中断或类似行动；恐怖袭击、内战、民间骚乱或暴动；核、化学或生物污染或音爆；劳资纠纷；自愿或强制遵守任何法律；意外损坏；海上损失；恶劣的天气条件；原料短缺；失去主要供应商；公用事业服务中断或失效、包括但不限于电力、燃气或水、运输或清关延误、运输途中的损坏，无论该情况是否影响到安东帕或其任何分包商。

6 Warranty 质保

- 6.1. For the period of thirty-six months from the delivery, Anton Paar warrants that the delivered Instrument as defined below a) conforms to the specifications provided by Anton Paar; and b) is free from latent or patent defects in material or

workmanship that impede the use of the products as specified by Anton Paar, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by Anton Paar or a representative authorized in writing by Anton Paar and subject to the provisions of 9.2. An Instrument ("Instrument") means an instrument and all its accessories purchased from Anton Paar. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

安东帕对仪器在交付后 36 个月内提供质保，定义如下：

a) 符合安东帕提供的规格；b) 在材料或工艺上没有潜在或显著的缺陷妨碍安东帕规定的产品使用，如果仪器使用手册上有强制维保要求的，必须由安东帕或安东帕书面授权的代表进行维护，受条款 9.2 规定的限制。一台仪器("仪器")是指从安东帕购买的该仪器及其所有附件，定制解决方案的仪器被明确排除在外。如果仪器没有按照本条款的规定进行强制维护，则该质保将立即失效。

- 6.2. If a product is found to be defective during the warranty period, Anton Paar shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective product at the Buyer's or Anton Paar's premises or an adequate reduction in price. The warranty period for the repaired or replaced product shall run for the remainder of the initial warranty period. Any and all other costs and/or expenses, including but not limited to shipping, travel costs and accommodation costs shall be borne by the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Anton Paar.

如果在质保期内发现任何产品存在瑕疵，则安东帕应自担成本自行选择通过在买方或安东帕的经营场所修理或更换瑕疵产品或适当降价的方式予以弥补。经修理或更换的产品的质保期为原质保期的剩余时间。任何和其他所有成本和/或费用，包括但不限于运费、差旅费和食宿费，应由买方承担。对于在买方经营场所开展的质保工作，买方应免费提供任何协助、升降装置、脚手架和杂项物品以及可能需要的杂物。被更换的部件归安东帕所有。

- 6.3. Unless otherwise agreed in writing, any warranty by Anton Paar shall be to the Buyer only and may not be transferred or assigned to any third party.

除非另有书面约定，安东帕的任何保证应仅对买方有效，不得转让或转移给任何第三方。

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- 6.4. This warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.

该质保条款应取代所有法定质保条款。除该条款中明确规定外，安东帕在法律允许的最大范围内排除所有其他与质量、状况、描述、符合样品或适用性相关（无论法定或其他）的保证或条件（无论明示或默示）。

- 6.5. Anton Paar shall not be liable for a defect in the products and/or services unless the defect is notified to Anton Paar within 10 days from the date of delivery, or if the defect would not be apparent on reasonable inspection, within the long stop warranty period of thirty-six months from the date of the delivery.

除非买方在交货日期后 10 日内（若无法通过合理检查明显发现瑕疵，则于交货日期后十二个月质保期内）通知瑕疵，否则安东帕无需就产品和/或服务的瑕疵承担责任。

- 6.6. If a product is manufactured by Anton Paar on the basis of design data, design drawings, models or other specifications provided by the Buyer, Anton Paar's warranty obligation is limited to the compliance with the Buyer's specifications and does in no event extend to material supplied by the Buyer.

如果安东帕基于买方提供的设计数据、设计图纸、模型或其他规格生产任何产品，则安东帕的质保义务限于遵循买方的规格，任何情况下均不延伸至买方提供的材料。

- 6.7. Anton Paar accepts no warranty for the sale of used goods. 安东帕不对二手产品的销售作任何保证。

7 Cancellation 解约

- 7.1. Unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of products, if the delivery of the products has been delayed due to Anton Paar's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation shall be submitted by registered mail only. All rendered deliveries, performed Services (as defined below) and preparation acts will be invoiced to the Buyer accordingly.

除非另有明确约定，买方仅可在安东帕因严重过失导致交货迟延且买方设定的合理宽限期届满的情况下解除购买产品的合同。买方仅可通过挂号邮件解除合同。安东帕会就其已交付货物、已提供服务（见下文定义）和已完成的准备工作向买方开具相应的发票。

- 7.2. Irrespective of its other rights, Anton Paar may cancel, in whole or in part, a contract for the purchase of products or Services without any liability to the Buyer, if a) the delivery of the products or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon Anton Paar's request, does not make an advance payment or post an adequate bond prior to delivery, c) the Buyer is or becomes insolvent, or d) the delivery is delayed due to reasons set out in clause 5.6 for more than six months.

不考虑其他权利，安东帕可在下述情况下整体或部分取消购买产品或服务的合同，且无需因此向买方承担任何责任：a) 因买方原因导致其无法或迟延交付产品或提供服务，且合理宽限期届满后仍然如此，b) 出现对买方偿付能力的担忧，且买方经安东帕请求仍未提前付款或在交货前交存足额保证金，c) 买方破产或濒临破产，或 d) 因第 5.6 款列明的原因导致交货迟延六个月以上。

- 7.3. Other consequences of the cancellation are excluded.

排除其他解约的后果。

8 Service, maintenance and repair 服务、维护和维修

- 8.1. These Terms apply mutatis mutandis to all orders for the performance of service, maintenance and repair ("Services"), unless otherwise stated herein.

除非本条款另有说明，否则该等条款应变通适用于所有服务、维护和维修（“服务”）订单。

- 8.2. The Buyer shall, at Anton Paar's discretion, make available the products at its premises or return them to Anton Paar's premises at Buyer's cost and risk for performance of the Services.

买方应自担费用和 risk（由安东帕自行选择）在其经营场所提供或向安东帕的经营场所退回产品，以接受服务的履行。

- 8.3. Anton Paar will, upon request and at Buyer's cost, provide a quotation for the estimated costs of the Services subject to clause 2.1.

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经买方请求并在买方承担费用的情况下，安东帕将按照第 2.1 条提供服务预估费用报价。

- 8.4. If, while carrying out Service orders, Anton Paar finds the products to be in improper condition, Anton Paar may perform all Services Anton Paar deems required to restore and/or maintain the proper condition of the products in question without having to obtain the Buyer's prior consent. All Services performed will be invoiced to the Buyer at cost according to the current tariffs, unless such Services are covered by Anton Paar's warranty obligations according to clause 6.

在履行服务订单时，如果安东帕发现产品处于不正常状态，则可执行其认为恢复和/或维护所涉产品正常状态所需的所有服务，而无需买方事先同意。安东帕将按照现行费率基于成本向买方就所有提供的服务开具发票，但第 6 条所规定安东帕质保义务中涵盖的服务除外。

- 8.5. The place of performance shall be the place at which the Service is rendered. Risk in respect of Services passes to the Buyer upon performance of the Services.

履行地点应为安东帕提供服务的地点。与服务相关的风险自服务提供后转移至买方。

9 Limitation of liability 责任限制

- 9.1. Outside the scope of the product liability, Anton Paar shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Anton Paar shall not be liable for damage due to acts of ordinary negligence.

在产品责任范围以外，安东帕仅需在相关损害被证明源自其故意行为或重大过失疏忽行为时在法律规定范围内承担责任。安东帕无需就因一般过失行为造成的损害承担责任。

- 9.2. Anton Paar shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the products and/or services including, without limitation

安东帕无需就因买方（或任何第三方）后续使用或不当使用产品和/或服务而引发的任何损害或损失承担责任，并拒绝就任何该等损害或损失承担质保义务，该等使用包括但不限于

- a) fair wear and tear;
正常磨损;
- b) abnormal working or operating conditions beyond those referred to in the product specification, including atmospheric discharges, excess voltage and chemical influences;

不正常作业或操作条件超出产品规范中提及的条件，包括大气放电、超额电压和化学影响；

- c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow Anton Paar's instructions as to use of the products;

买方（或任何最终用户）或其代理商或雇员的疏忽或故意不当行为，或未遵循安东帕关于产品使用的指示；

- d) assembly, installation, modification, alteration, service or repair work not undertaken by Anton Paar or a representative authorized by Anton Paar in writing; and

非由安东帕或安东帕以书面形式授权的代表开展的组装、安装、改装、修改、服务或维修工作；及

- e) compliance or non-compliance with licensing requirements.

遵守或不遵守许可要求。

- 9.3. Anton Paar's liability for any and all claims, whether based on contract, statute, indemnity or otherwise, arising out of or in connection with a contract subject to these Terms are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

安东帕就因本条款而订立的合同而引起或与本协议相关的任何和所有请求（无论基于合同、法规、赔偿或其他理论）承担的责任总额限于相应订单金额。明确排除任何超出该责任限制的请求。

- 9.4. As far as permitted by the applicable law, Anton Paar shall not be liable to the Buyer for (i) any indirect, special, consequential, incidental or punitive loss or damage; or (ii) loss of data or other equipment or property; or (iii) economic loss or damage; or (iv) incurring of liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages; or (v) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill in connection with or arising out of an order.

在适用法律允许的范围内，在任何情况下，安东帕均无需向买方承担 (i) 任何间接的、特殊的、继发性的、附带的或惩罚性的损失或损害；或 (ii) 数据或其他设备或财产的损失；或 (iii) 经济损失或损害；或 (iv) 第三方遭受的任何性质的损失或损害，包括附带和惩罚性的损害；或 (v) 与订单相关或因订单引起的任何实际或预期的利润、利息、收入、预期储蓄、业务或商誉的损失。

- 9.5. Subject to the preceding subparagraphs of this section 9 and the limitations of liability set out

GENERAL TERMS OF DELIVERY 通用交货条款



of Anton Paar (Shanghai) Trading Co., Ltd. 安东帕（上海）商贸有限公司

Room 713, No. 710 Changping Road, Jing'an District, Shanghai Municipality

上海市静安区昌平路 710 号 713 室

herein, any and all claims that may arise out of or in connection with an order shall, to the extent legally possible, be dealt with in accordance with the respective liability insurance coverage policy of the parties.

受制于本第 9 条前述各段规定以及本条款规定的责任限制，在法律允许的范围内，任何和所有因订单引起或与订单相关的请求应按照双方相应责任保险政策进行处理。

10 Statute of limitations 诉讼时效

10.1. The Buyer's right to redress for all claims against Anton Paar arising out of the Buyer's warranty obligations to a customer further to a resale of the products is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 6.1.

买方不得将其因对客户承担的质保义务而对安东帕享有的追偿权延伸至转售产品。如果强制适用法律禁止排除追偿权，则追偿权受第 6.1 款规定的质保期限制。

10.2. All other claims must be brought before the competent institution for settlement of dispute by the Buyer within the statute of limitations as stipulated by applicable law.

买方必须在适用法律规定的诉讼时效内向有管辖权的争议解决机构提起所有其他请求。

11 Intellectual property rights 知识产权

11.1. No rights in relation to Anton Paar's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trade marks, patents, domain names and any other intellectual property rights of a similar nature, whether or not registered, subsisting anywhere in the world in or associated with its products) are granted or conferred to the Buyer.

该等条款未向买方授予或赋予任何与安东帕现有或未来知识产权相关的权利（包括世界任何地方存在于其产品之中或与产品相关的著作权、数据库权利、布局设计权、设计权、商标、专利、域名和任何其他类似性质的知识产权，无论是否注册）。

11.2. The Buyer shall indemnify and hold harmless Anton Paar from any claims, damages or losses arising out of or in connection with any infringement of industrial property rights of any design data, design drawings, models or other specifications provided by the Buyer.

买方应赔偿并确保安东帕免受因侵犯买方所提供任何设计数据、设计图纸、模型或其他规格的工业产权而引起或与之相关的任何主张、损害或损失。

12 Export control regulations 出口管制法规

12.1. The Buyer acknowledges and agrees that any delivery made by Anton Paar is subject to and the Buyer is obliged to comply with all applicable export control regulations.

买方确认并同意，安东帕的任何交货均受所有适用出口管制法规约束，且买方有义务遵守所有适用出口管制法规。

12.2. The Buyer may not resell, (re)export or otherwise transfer any products of Anton Paar in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless Anton Paar from any claim arising out of the breach of this provision.

买方不得违反适用出口管制法规转售、（再）出口或通过其他方式转移安东帕的任何产品，其有义务并应赔偿和确保安东帕免受任何因违反本条规定而引发的索赔。

13 Compliance 遵守法律

13.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

买方同意遵守所有适用法律、法令、法规、规范和其他法律要求，包括但不限于与健康、安全和环境、反腐败和反贿赂相关的法律要求。

14 Applicable law and jurisdiction 管辖法和管辖权

14.1. The contract is subject to the law of People's Republic of China excluding its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

合同受[中华人民共和国]法律管辖，但其法律冲突规定除外。《联合国国际贸易销售合同公约》不予适用。

14.2. In the event a dispute arises in connection with the interpretation or implementation of the Terms and/or contract or any other matters between the parties in connection with the Terms and/or contract, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within sixty (60) days of the dispatch of a written request by any party for the

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commencement of such discussions, or within any mutually agreed extension or extensions of such sixty (60) days period, then the dispute shall be submitted for arbitration to the Shanghai International Arbitration Center according to its then valid arbitration rules.

如果发生与本条款和/或合同的解释或履行或双方之间与本条款和/或合同有关的任何其他事项有关的任何争议，双方首先应努力通过友好协商解决。如果在一方向另一方发出关于开始友好协商的书面要求以后的六十（60）日内，或在双方共同商定的上述六十（60）日期限的任何延长期限内，该争议没有通过该等协商解决，则该争议应提交上海国际仲裁中心根据其届时有效的仲裁规则进行仲裁。

The place of arbitration shall be Shanghai, the PRC. The arbitration language shall be in English. There shall be three (3) arbitrators, all of whom shall be fluent in English. The Buyer and Anton Paar shall each select one (1) arbitrator, while the third arbitrator shall be appointed by the president of the arbitration institute and shall serve as chairman of the panel.

仲裁地为中国上海。仲裁语言为英语。仲裁员人数为三（3）名，所有仲裁员均应能使用流利英语。买方和安东帕各选定一（1）名仲裁员，第三名仲裁员由仲裁机构主席指定并担任首席仲裁员。

The costs of arbitration shall be borne by the losing Party, unless otherwise defined within the arbitration.

仲裁费用应由败诉方负担，除非仲裁另有决定。

When any dispute occurs, and when any dispute is under arbitration, except for the matters under dispute, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations, under the Terms and/or contract.

发生任何争议时以及就任何争议进行仲裁时，除争议事项外，双方应继续行使其各自在本条款和/或合

同项下的其他权利并履行其各自在本条款和/或合同项下的其他义务。

15 Miscellaneous 其他规定

15.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.

如果该等条款的任何条文无效、失效或不可强制执行，则其他条文不受影响。无效、失效或不可强制执行的条文应被视为由有效、可强制执行且最接近无效、非法或不可强制执行条款或条文之商业意图的条款或条文所替代。

15.2. The Buyer shall keep in strict confidence all information, including quotations, tender documents and the like, obtained in the course of its relationship with Anton Paar and shall immediately return any information to Anton Paar upon request or in case the Buyer does not place the respective order with Anton Paar.

买方应对其在与安东帕往来过程中获得的所有信息严格保密，包括报价单、招标文件等类似文件，若安东帕提出请求或买方未向安东帕下达相应的订单，则买方应立即向安东帕返还任何信息。

15.3. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without Anton Paar's prior written consent.

未经安东帕事先书面同意，买方不得将其因订单产生或与订单有关的权利和义务转让给任何第三方。