

# GENERAL TERMS & CONDITIONS OF SALE AND/OR SERVICE

## 销售和/或服务订单的通用条款

### ANDRITZ SEPARATION



#### 1. TERMS APPLICABLE

##### 条款适用性

The Terms and Conditions of Sale and/or Service listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by ANDRITZ ("Seller") for the sale of spare- and wear parts ("Products") and/or for the provision of services ("Services") on the equipment of the Buyer ("Equipment") specified in the Agreement. Any of Buyer's terms and conditions that are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby rejected and shall be of no effect. The term "Agreement" as used herein means the quotation and/or the acknowledgment of the purchase order, together with any attachment thereto, any documents expressly incorporated by reference, and these Terms and Conditions of Sale and/or Service.

以下所列的备件销售和/或服务订单的通用条款为安德里茨（简称“卖方”）在进行备件及易损件（简称“产品”）销售和/或为客户的设备（简称“设备”）提供服务时的报价及订单确认时在协议里列明的唯一条款。若买方附加了其通用条款或是与本通用条款有不一致的，除非卖方有另外的书面确认，则卖方并不接受该类通用条款。该类通用条款是无效的。本文所称的“协议”是指报价和/或确认的采购订单及其指明的附件、构成文件和本销售和/或服务订单的通用条款。

#### 2. DELIVERY OR PERFORMANCE

##### 交期或履约

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in exclusive terms a commensurate delay in delivery or performance.

交期或履约时间是基于诚信估算，并不是代表“时间是最重要的”。买方没有按时支付预付款或进度款，没有按时提供技术信息，图纸，批复都会导致对应的延迟交货或履约。

(a) Delivery of Products: If not otherwise agreed, delivery of the Products hereunder will be made on the basis FCA according to the most current version of INCOTERMS®, in effect at the date the Agreement enters into force. The risk of loss shall pass from the Seller to the Buyer as per agreed Incoterm clause.

有关产品交期：除非有另外的约定，此处所述的产品交付将依据本协议生效之日生效的最新版国际贸易术语解释通则的FCA条款。损失风险将根据该条款所定义的条件从卖方转移至买方。

(b) Performance of Service: If not otherwise agreed, place of performance shall be the Buyer's site. If in derogation from the latter, the Service is carried out at the Seller's site, the delivery of the Equipment to the Seller's site will be at the risk and account of the Buyer, if not otherwise agreed. The property and the risk of accidental loss or damage to the Equipment shall at all times remain with the Buyer. Upon completion of the Service, the Buyer has to accept the Service within 10 working days, otherwise it shall be deemed to be accepted. In the event of proven non-compliance with regard to the Agreement, it must be mentioned on the acceptance protocol. The Seller has to carry out the appropriate corrective action, within a mutually agreed period and at no additional cost for the Buyer.

有关服务履约：除非有另外的约定，履约地点应在买方现场。若买方现场有损毁，则服务应在卖方现场，除非另外约定，产品送去卖方现场的费用和风险由买方承担。设备的所有权，意外损毁的风险由买方负责。服务完成后，买方应在10个工作日内进行验收，否则视为服务已验收。若与本协议有不一致的情况，则必须在验收协议中说明。卖方应该在双方同意的期间内以合适正确的方法履行合同，买方不用为之承担额外的费用。

#### 3. PAYMENT CONDITIONS

##### 支付条件

Unless stipulated otherwise in the Agreement, prices shall be based on FCA, do not include any sales-, use-, excise- or other taxes and payment shall become due at the date of invoice. In case of delays in effecting payments, the Seller shall be entitled to suspend the delivery of the Products and/or performance of the Service and to charge its additional direct costs arising out of such suspension. The ownership of the Products shall be transferred from the Seller to the Buyer upon full payment of the purchase price.

除非另有约定，本条款约定的价格是基于FCA条款，不包括任何销售、使用、消费或其他税费。款项应于发票所载日期到期。若有货款支付延迟的情况，卖方有权暂停产品交货和/或履行服务，并且该暂停所引起的额外费用由买方承担。产品的所有权在卖方收到所有货款后由卖方转移至买方。

#### 4. WARRANTY

##### 质量保证

(a) Product Warranty: Seller warrants to Buyer that the Products will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial installation/use of the Products or 18 months from delivery thereof ("Warranty Period"). If the Products cannot be delivered in time due to reasons caused by the Buyer, the Warranty Period of 18 months shall start with readiness for dispatch. If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to agreed INCOTERMS®, a replacement part or repair the defect. Any repair or replacement parts furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this paragraph 4(a): (i) if the Products have not been used in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if the Products are modified or repaired by someone other than Seller; (iv) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or have by their nature a shorter life time.

产品的质量保证：卖方向买方保证其所供产品没有材料及工艺上的缺陷。质保期由产品交付之日起算，不晚于产品初次安装/使用后的12个月或者交货后的18个月（简称“质保期”）。若产品因买方原因不能按时交付，则质保期按通知可发货时间起算的18个月。若在质保期内买方发现在材料或工艺上的缺陷，则应在发现后的10天内书面通知卖方，卖方可自行选择根据双方同意的国际贸易术语解释通则以原交货条款补发或给买方进行调换或在原位置进行缺陷维修。任何修理或更换后的部件的材料、工艺质保期为修理、更换完成后的12个月，时间不作进一步延长。卖方在本条所述的质保责任不包括：(i)产品没有按照普遍认可的行业惯例和卖方的具体书面说明进行使用；(ii)产品与其他混合物，物质使用或在其他运行条件下使用，而没有依照原设定的情况下使用；(iii)产品由第三方进行改良或修理而没有经过卖方；(iv)对于侵蚀，腐蚀，常见的易损易耗件或者针对那些本身就暴露在严重磨损环境中使用的部件或者其使用寿命本来就很短的备件。

(b) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

卖方进一步向买方保证，产品交付时无任何留置权或产权负担。若存在任何留置权或产权负担，则卖方在收到买方相关通知后有责任对其作恰当的处理。

(c) Services Warranty: Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed specifications. If any failure to meet this warranty appears within 6 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided.

服务的质量保证：卖方向买方保证所提供服务没有工艺上的缺陷并符合双方约定的说明。若服务完成后的6个月内出现质量不符的情况，在买方及时书面通知卖方的条件下，卖方应对服务不符的部分采取补救措施，作为违反质量担保的唯一补救义务，卖方应对所供服务的缺陷部分

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进行重新修正。卖方不对其提供的结论或建议的精确度、性能结果，或任何该服务提供后应达到的设定目标作保证。

(d) **Software Warranty:** Seller as license provider shall warrant conformity with the specifications applicable at the time of supply of the software provided the software was used according to the applicable installation requirements and conditions of use and was installed on hardware supplied and authorized by Seller. Software products from other manufacturers (such as Windows) shall be subject only to the warranty conditions of the manufacturer concerned. An error shall be corrected, at the discretion of Seller, either by supplying new software or by modifying the existing software. Any warranty claim of the Buyer in respect of software shall be brought within 6 (six) months after delivery; thereafter any action shall be barred. Seller does not warrant that: (i) the functions of the software meet the Buyer's requirements, (ii) the programs as selected by the Buyer are compatible, (iii) the programs work without interruption and flawlessly or (iv) that all software errors can be removed. Any warranty for malfunctions caused by computer viruses is excluded. The warranty will be excluded if the software or the Equipment for which the software is used has been modified by the Buyer or a third party without Seller's prior written consent.

**软件的质量保证:** 基于软件是按照适用的安装要求及使用条件并且安装在卖方提供和许可的硬件上面使用，卖方作为许可证的提供方应保证在软件提供之时所提供的软件是与技术规格相匹配。来自于其它生产商的软件产品如windows应按照相关生产商的质保条件。对于需修正的软件错误，卖方可自由选择纠正或是重新提供软件或修改现时软件。买方对于软件的任何质量索赔需在软件提供后的6个月内提出，超过此期限提出的问题由买方负责。卖方的质保责任不包括：(i)符合买方要求的软件功能，(ii)买方所选的程序是兼容的，(iii)程序中断及要求完美无瑕，(iv)所有的软件错误能消除。所有由于计算机病毒而引起的故障均不在质保范围之内。若软件或设备在没有得到卖方事先书面同意的情况下已由买方或第三方修改，则此情况也不在质保范围之内。

(e) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 4 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

卖方的质保仅限于本协议第4条所明确规定的內容。除此之外的其它担保，无论是法定的，口头的，明示的或暗示的均不属本合同担保范围。尤其是，本合同不包括货物具有商业价值或适合于某一特定用途的暗示担保。

(f) The remedies provided in present paragraph 4 are Buyer's exclusive remedies for breach of warranty. Any performance information mentioned in the Agreement, including technical and design data, are for Buyer's information only and are not subject to any warranty obligation.

本协议第4条所述的赔偿为卖方违反质量保证情况下所需承担的唯一责任。任何本协议所提及的性能信息包括技术及设计数据仅供买方参考，不具有质量保证的约束力。

## 5. LIMITATION OF LIABILITY

### 责任限制

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

尽管本协议有任何其他规定，下列责任限制都适用：

(a) In no event, whether based on contract, tort (including negligence), strict liability, indemnity or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products and/or Service, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature.

任何情况下，且无论是基于合同、侵权（包括过失）、严格责任、约定赔偿或是其他理由提起主张时，卖方、其执行官、总监、职员、分包商、供应商或其关联公司对买方或任何第三方的以下损失均不负责且无论该损失是否可以预见：利润损失、收益损失、商业机会损失、设备停产原因导致的损失、设备开工不足损失、为实现该产品和/或服务功能时所采用其他方法时所耗的成本、将来的合同损失、客户索赔、现金成本或资本利用损失，或是任何间接、特殊、偶然或连带损失。

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed 50% of the purchase order price.

对于由本协议引起的，或与本协议产品、服务相关联的，或因履约或违约导致的卖方、其执行官、总监、职员、分包商、供应商或其关联公司的任何损失、损害或成本等的累计责任总额，包括为通过性能测试而产生的设备性能整改费用（若适用），最多不超过订单总额的50%。

(c) The limitations and exclusions of liability set forth in this paragraph 5 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

本第5条有关责任限制和除外的规定将优先于协议其他约定，且无论是基于合同、质保、侵权（包括过失）、严格责任、约定赔偿或是其他理由提起主张时均适用。卖方需承担的责任限于本合同明确规定的內容。

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement.

卖方、其执行官、总监、职员、分包商、供应商或其关联公司因本协议或与本协议产品、服务相关联的，或因履约或违约导致的所有责任，自本协议签订日期起三年后终止。

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of Equipment serviced. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to the Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

卖方对于任何损失或损害无论是由于不能发现或不能修复的潜在缺陷或所服务的设备本身设计中隐藏的缺陷而引起的均不负责。如果卖方为买方提供了非本协议要求的有关产品或系统的建议或协助，则卖方无需对此建议或协助承担责任，且无论是基于合同、约定赔偿、质保、侵权（包括过失）、严格责任或是其他理由。

## 6. CHANGES, DELETIONS AND EXTRA WORK

### 变更，取消以及额外工作

Buyer, without invalidating the Agreement, may make changes by altering, adding to or deducting from the general scope of the Products and/or Services by written Change Order. Any such Change Order will include an appropriate adjustment to the Agreement, especially to the purchase order price and delivery terms, as the case may be. Seller will not make changes in the Products and/or Services unless Buyer and Seller have executed a written Change Order for such change. If, after the date of this Agreement, new or revised governmental requirements should require a change in the Products or Services, the change will be subject to this paragraph 6.

买方在不取消协议的情况下，可以通过书面修改订单对产品和/或服务内容进行变更，增加或者消减。此类订单修改可包括协议的适度调整，尤其是关于采购单的价格和发货条款，应根据具体情况而定。卖方不会变更产品和/或服务除非买卖双方已达成书面的订单修改。在本协议签订之日后，若有新增或者政策变更而要求变更产品或者服务时，则该变更适用于此通用条款第6条。

## 7. SET OFF

### 抵消

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

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买方或者其任何附属公司均无权用同等金额的应付款抵消在本协议下对卖方或者其任何附属公司的索赔。

#### 8. CONDITIONS ON SITE

##### 现场条件

(a) **Concealed Conditions:** If defects are discovered in the course of Service, that were not apparent on initial inspection of the Equipment, the Seller shall inform the Buyer about the additional Service and the costs thereof. The Seller will not perform the additional Service without a Change Order as per paragraph 6. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site or other events and circumstances coming from the Buyer's sphere of influence including strikes of his personnel shall be to Buyer's account.

隐藏条件: 若设备在初次检查时没有出现的缺陷在服务的过程中发现, 卖方应该通知买方因此发生的额外服务以及成本。在没有按本条款第6条签订变更订单前, 卖方将不会执行此额外的服务。买卖双方承认并且同意因现场隐藏条件或者基于买方影响范围内的其他事件、其他情形, 包括买方人员的罢工所引起的费用增加或履行延期都应由买方承担。

(b) **Buyer's obligations:** Unless otherwise stated in the Agreement, Buyer shall be responsible for: (i) granting access to Buyer's premises during normal working hours (i) providing and instructing the Seller with all employment, health, safety and environment conditions and regulations applicable on site; (ii) physically disconnecting and isolating the Equipment being repaired from existing piping and electrical power before Seller start the Service, and taking adequate precautions that re-connection and resumption of use does not take place until the Service is completed; (iii) emptying the Equipment and freeing it from any toxic or harmful substances before the Service begins so that the Equipment is safe for Service to begin; (iv) maintaining the area entirely free of combustible and toxic substances and providing fire protection service until the Service is completed; (v) determining the prior condition of the portion of the Equipment not involved in the Service, and its ability to withstand the Service and any tests that may be necessary; (vi) protecting and monitoring Seller's materials and supplies used for the Service; (vii) the safety of its own staff working on site; (viii) providing Seller with the history of the Equipment, if requested by Seller. If Buyer does not fulfill its obligations or prevents the Seller from executing the Service, Seller shall have the right to suspend its Services and to charge additional costs incurred by the Seller.

买方的义务: 除非协议另作说明, 买方应对以下情况负责: (i)同意卖方在正常的工作时间内进入买方经营场所, (i)指导卖方并为其提供所需人力资源, 健康、安全的环境条件以及现场适用的规章制度; (ii)在卖方开始服务之前, 需维修的设备应与现存的管道系统及电源断开。做好充足的预防措施确保在服务完成之前设备不重新连接电源及恢复使用; (iii)为了在开始服务时设备就是安全的, 服务在开始执行之前设备应该排空以及释放有毒有害物质; (iv)维持执行服务的区域完全没有易燃和有毒物质的状态, 并提供消防防护服务直至服务执行完毕; (v)确定不在服务范围内的那部分设备的先前状况以及其有能力可以承受该服务和任何有可能的必要的测试; (vi)保护以及监控卖方在执行服务中用到的物资和供应材料; (vii)买方人员在服务现场的人身安全; (viii)如卖方需要, 买方需提供设备的过往记录。若买方无法履行以上义务或者阻碍卖方执行服务, 卖方有权暂停执行服务并就此发生的额外成本获得赔偿。

#### 9. TERMINATION

##### 终止

In general the Parties may only have the right to terminate its obligations under this Agreement if the other Party is in material breach of the Agreement and a period to cure the breach of at least 30 days has been granted to the breaching Party. A termination right for convenience may only be granted to the Buyer upon payment of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses incurred, work already executed, commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the purchase order price.

总体而言, 买卖双方仅在违约方违反实质性义务并在准予的30天内未做出补救措施的情况下终止本协议。买方可行使便利终止合同权利的前提为需向卖方偿付此终止所产生的费用, 该费用包括已发生的成本, 已执行的工作, 卖方已完成的义务, 合理的利润, 无论如何该终止费用不低于订单价格的25%。

#### 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

##### 保密及知识产权

(a) The parties acknowledge that the information which the disclosing party submits to the receiving party in connection with this Agreement includes disclosing party's confidential and proprietary information, both of a technical and commercial nature. Receiving party agrees not to disclose such information to third parties without disclosing party's prior written consent.

买卖双方同意, 由披露方提供给接收方与此协议相关的信息, 包括披露方的机密和财产信息均具有技术及商业性质。在没有披露方书面同意的情况下, 接收方不可向第三方透露以上的信息。

(b) The intellectual property rights, copyrights and other rights connected therewith, in respect of drawings, specifications, documents, data and software made available by the Seller to the Buyer shall be owned solely by the Seller and shall remain its property. Buyer is not allowed to permit any third party to fabricate the Products or any parts thereof.

知识产权、版权及其相关的权利, 关于图纸, 说明书, 文档, 数据, 卖方允许买方使用的软件均属卖方财产并完全拥有。买方禁止允许第三方利用上述信息制作产品或者其他任何部件。

(c) The Buyer is obliged to inform the Seller of any intellectual property rights that may exist with respect to the Equipment if Services are rendered for Equipment not supplied by the Seller. In case of third-party claims that may be asserted on the grounds of the existence of intellectual property rights on the Equipment or Products not delivered by the Seller, the Buyer shall indemnify and hold harmless the Seller against any such claims.

若设备不是卖方提供的, 卖方仅对设备提供服务, 则买方有权告知卖方该设备所拥有的任何知识产权。若第三方基于维护设备或产品的知识产权而提出索赔, 而该设备不是卖方提供的, 则买方应该对卖方在此类索赔中承担损害赔偿以及免受损失的责任。

(d) With regard to software the Seller grants to the Buyer a non-exclusive and non-transmissible right to use the intellectual property right, in machine-readable, object code form, on one system limited to the operation of the agreed Equipment. The software license shall be unlimited in time and free of charge, if not otherwise agreed. Neither the Buyer nor any third party shall modify, reproduce, translate, reverse engineer, transfer from object code to the source code or decompile the Seller's software. The license does not entitle the Buyer to use the software for any equipment other than the agreed Equipment, to grant sub-licenses or to copy the software documents without the Seller's prior written consent. The Buyer is only entitled to make a single copy for backup purposes to be able to reload the system limited to the one agreed Equipment. If the Buyer exchanges the agreed Equipment, new software has to be purchased and installed. In case of termination of the Agreement the license terminates and all copies of the software and the documentation shall be returned to the Seller promptly after termination.

有关卖方给予买方使用的软件应是在机器上可读的, 目标代码的形式, 并仅限于在双方同意的设备上的一个系统里操作。卖方许可买方非独占的、不可转让的使用其知识产权。如果没有其他的约定, 软件许可证的使用没有时间的限制并且是免费的。买方及任何第三方都不可以对卖方的软件进行修改、复制、转化, 逆向工程, 从目标代码转移到源代码或编译。该许可证不允许买方在双方认可的的设备之外使用该软件, 在没有卖方书面同意之前, 买方不得进行再授权或者复制软件文件。买方仅有权在买卖双方认可的的设备上基于重装系统的目的而进行备份的情况下制作一个软件副本。若买方更换设备, 需要重新购买以及安装新软件。若终止协议, 许可证也相应终止, 软件的所有拷贝及所有的文档应当在终止后及时返还给卖方。

#### 11. END USER

##### 最终用户

If the Buyer of the Products is not the end user, the Buyer is obliged to name (i) the end user, (ii) the Equipment, (iii) the Equipment number and (iv) the country where the Products are used.

若买方不是最终用户, 买方应对以下事项负责(i)最终用户, (ii)设备, (iii)设备号及(iv)产品使用的所在国家。



#### 12. FORCE MAJEURE

##### 不可抗力

(a) For the purpose of this Agreement "Force Majeure" will mean all events, beyond the reasonable control of either party which affect the performance of this Agreement, whether foreseeable or not, including without limitation, embargos, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, riots, earthquakes, fires, storms, severe weather, floods, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers.

本协议下的“不可抗力”是指影响此协议执行的超出买卖任一方可控范围的所有事件，无论是否可以预见，包括但不限于禁运，罢工，停工或其他工业干扰，公敌行为，战争，暴动，地震，火灾，风暴，极端天气，水灾，在正常途径下没有能力雇佣劳工或者物资，涉及到供应商工作的重大事故。

(b) If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

因不可抗力导致买方或者卖方不可执行本协议下的义务，除了支付已到期的应付款，受影响的一方应及时通知另一方该延迟，在不可抗力影响期间，受不可抗力影响的义务应当中止或者减少，重新执行义务的额外执行时间及发货安排应当得到相应的调整。

(c) If the period of suspension or reduction of operations will extend for more than four (4) consecutive months either Buyer or Seller may terminate this Agreement.

若中止或减少执行服务的情况持续超过4个月，则买方或者卖方任一方均可终止此协议。

#### 13. GENERAL

(a) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

本协议仅适用于买方和卖方及其各自的继任者和受让人。任何本协议的转让或在此之下的任何权力及义务若未经合同任一方的书面同意均告无效。

(b) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

本协议为买卖双方之间就关于主题事项的唯一、全部协议，并取代先前所有关于买卖双方就产品、服务的口头、书面理解和在此协议中未明确阐述的过往交易习惯。

(c) This Agreement may be modified, supplemented or amended only by writing signed by an authorized representative of both parties.

本协议仅在双方授权代表书面签字后方可修改，补充或更正。

(d) In the event one of the provisions of this Agreement is defined as being invalid, illegal or unenforceable by or as a consequence of the law of the applicable jurisdiction or the act of any governmental authority, the parties shall endeavor to replace the invalid provision with a new provision that reflects and is as closely as lawfully possible related to the original intention of the parties. All other provisions of this Agreement shall remain in full force and effect.

如果本协议的某条款因为适用的管辖法律或任何政府当局的行为被定义为无效的，不合法的，不可强制执行的，双方应尽可能用另一与法律要求相符并能更反映或贴近双方原约定目的的条款来代替该无效条款。除此以外的本协议其他条款仍然继续有效。

(e) This Agreement is governed by Singapore Law under exclusion of the Vienna Convention for the International Sale of Goods and its conflict of law rules. Only in case the parties are located in the same country, the national law of this country shall apply.

本协议适用于新加坡法律管辖，维也纳国际货物买卖合同公约及与新加坡法律相冲突的法规并不适用。仅有双方位于同一国家的情况下，其所在国的法律方可适用。

(f) Any dispute, controversy or claim arising out of, or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by the competent national court provided that both parties are located in the same country. In all other cases such disputes, controversies or claims arising out of, or in relation to this Agreement shall be submitted to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force. (i) The number of arbitrators shall be one; (ii) The seat of the arbitration shall be Singapore; (iii) The arbitral proceedings shall be conducted in English. The arbitration award shall be final and binding.

由于本合同或与本合同有关而引起的任何争议，争论或索赔，包括其有效性，无效性，违约或终止等，若双方位于同一国别，则交于国家主管法院处理。除此之外，任何其他由于本合同或与本合同有关而引起的任何争议，争论或索赔，则应提交并依据其届时有效的仲裁规则，最终由新加坡国际仲裁中心（“SIAC”）通过仲裁解决。(i)仲裁人一人；(ii)仲裁地点在新加坡；(iii)仲裁程序应以英文进行。仲裁裁决是终局的，具有法律拘束力。