

## GENERAL CONDITIONS OF SALE FOR EUROTHERM PRODUCTS

### EUROTHERM 产品一般销售条款

1 THE CONDITIONS OF SALE STATED HEREIN SHALL BE AN INTEGRAL PART OF ANY CONTRACT RESULTING FROM A PURCHASE ORDER PLACED UPON EUROTHERM (HEREINAFTER "EUROTHERM" OR "SELLER"). ANY STATEMENT MADE ON ANY FORM ISSUED BY PURCHASER OF EUROTHERM PRODUCTS OR SERVICES ("PURCHASER") SHALL NOT OPERATE TO DEFEAT THE INTENT OF THESE CONDITIONS UNLESS SPECIFICALLY AGREED UPON IN WRITING BY EUROTHERM. SALE OF THE EQUIPMENT OR SERVICES (HEREINAFTER TOGETHER OR INDIVIDUALLY REFERRED TO AS "PRODUCTS OR PRODUCT") BY THE SELLER IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS SET FORTH HEREIN. THIS DOCUMENT CONSTITUTES THE ENTIRE SALES CONTRACT BETWEEN SELLER AND PURCHASER. SELLER EXPRESSLY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS PREVIOUSLY OR HEREAFTER PROPOSED BY PURCHASER UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. ACCEPTANCE OF THE PRODUCTS BY PURCHASER SHALL CONSTITUTE AGREEMENT TO ALL PROVISIONS HEREOF.

"下述销售条款构成在向Eurotherm（以下简称“Eurotherm”或“卖方”）订货时所签署之任何合同的不可分割部分。除非

Eurotherm另有明确书面约定，Eurotherm产品或服务的买方（“买方”）以任何形式签发的声明不得与本销售条款的意图发生冲突。卖方出售设备或服务（以下统称或单独称为“产品”）明确适用本销售条款项下的条款和条件。本文件构成卖方和买方达成的完整销售合同。卖方明确拒绝接受此前或此后由买方提出的任何不同或其他的条款或条件，除非卖方授权代表另有书面约定。买方接受产品即视为其已经同意接受本销售条款项下的所有规定。"

2 WARRANTY: SELLER EXPRESSLY WARRANTS THE PRODUCTS MANUFACTURED BY IT AS MEETING THE APPLICABLE SELLER PRODUCT SPECIFICATIONS. EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). PURCHASER RETAINS RESPONSIBILITY FOR THE APPLICATION AND FUNCTIONAL ADEQUACY OF THE OFFERING. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES FOR ANY BREACH BY SELLER OF ITS WARRANTIES.

**保证：**卖方明确保证，其制造的所有产品均符合适用的卖方产品规格要求。除非本文件中另有其他规定，卖方不作任何其他明示或默示的保证，包括但不限于有关适销性或针对某一特定目的的适合性的保证。买方应对产品的应用和功能充分性负责。此外，以下规定构成卖方违反其保证时买方享有的唯一补救措施。

**3 SELLER WARRANTS TO PURCHASER THAT THE PRODUCTS TO BE DELIVERED HEREUNDER WILL BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR SUCH PERIOD AFTER SHIPMENT BY SELLER AS DEFINED IN EUROTHERM'S WARRANTY POLICY AVAILABLE BY CALLING, EMAILING, WRITING OR ONLINE.**

卖方向买方保证，卖方根据本文件交付的产品在保证期内不存在任何材料或工艺缺陷。该保证期自卖方装运产品之日起计算，具体规定参阅EUROTHERM的保证政策。买方可以通过电话、电子邮件、书面、网络等方式向获取该保证政策。

**4 IF THE PRODUCTS DELIVERED HEREUNDER DO NOT MEET THE FOREGOING WARRANTY, PURCHASER SHALL PROMPTLY NOTIFY SELLER WHO SHALL THEREUPON REPLACE OR REPAIR, AT SELLER'S DISCRETION, FREE OF CHARGE, PROVIDED THE DEFECTIVE PRODUCT, COMPONENT, OR PART THEREOF IS RETURNED TO THE NEAREST AUTHORIZED SELLER REPAIR FACILITY WITHIN THE TIME-FRAME SPECIFIED IN THE APPLICABLE WARRANTY TERM FROM DATE OF SHIPMENT, TRANSPORTATION CHARGES PREPAID BY PURCHASER. THE COST TO DIAGNOSE DEFECTS AT THE JOB SITE, IF REQUIRED, SHALL BE PAID BY PURCHASER. ANY PRODUCT OR COMPONENT, OR PART THEREOF SO REPLACED OR REPAIRED SHALL BE WARRANTED BY SELLER FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD OR THREE (3) MONTHS, WHICHEVER IS LONGER. ANY AND ALL SUCH REPLACEMENTS OR REPAIRS NECESSITATED BY INADEQUATE PREVENTATIVE MAINTENANCE, OR BY NORMAL WEAR AND USAGE, OR BY THE FAULT OF PURCHASER OR POWER SOURCES SUPPLIED BY OTHERS, OR BY ATTACK AND DETERIORATION UNDER UNSUITABLE ENVIRONMENTAL CONDITIONS SHALL BE FOR THE ACCOUNT OF PURCHASER. SELLER SHALL NOT BE OBLIGATED TO PAY ANY COSTS OR CHARGES INCLUDING "BACK CHARGES" INCURRED BY PURCHASER OR ANY OTHER PARTY EXCEPT AS MAY BE AGREED UPON IN WRITING IN ADVANCE BY SELLER.**

如果本文件项下交付的产品不符合上述保证要求，买方应当及时通知卖方。如果买方已经将相关的缺陷产品、零件或部件在适用的保证期内（自产品装运之日起计算）退还至最近的卖方授权维修部门且买方已经预付运费，卖方则有权选择免费更换或修理上述缺陷产品、零件或部件。在作业现场检测缺陷（如果需要）时发生的费用应当由买方承担。对于更换或维修的产品、零件或部件，卖方应当在原来剩余的保证期内或者在其后的三（3）个月内提供保证，以时间较长者为准。如果因买方未采取充分的预防性保养、正常磨损和使用、买方过错、他人电源供应问题或

者因不适当的环境条件因素和产品老化等原因导致上述产品更换或维修，则应当由买方承担费用。除非卖方事先以书面方式另行约定，卖方无须支付买方或任何其他方产生的任何费用或开支，包括“**决算后的各种费用**”。

5 THE LIABILITY OF SELLER UNDER THIS WARRANTY, WHETHER THE CLAIM IS BASED ON CONTRACT OR NEGLIGENCE, SHALL NOT IN ANY CASE EXCEED THE COST OF CORRECTING DEFECTS IN THE PRODUCTS OR OF SUPPLYING REPLACEMENT PRODUCTS AS HEREIN PROVIDED AND UPON THE EXPIRATION OF THE WARRANTY PERIOD ALL SUCH LIABILITY SHALL TERMINATE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY.

在任何情况下，卖方因上述保证承担的责任（无论是否基于合同或过失责任）不应超过纠正产品缺陷或提供更换产品时发生的全部费用。保证期届满时，上述所有责任将终止失效。上述保证事项具有排他性，其将替代所有其他书面、口头、默示或法定的保证（尽管名称可能有所不同）。

6 PATENTS: SELLER SHALL DEFEND PURCHASER AND PAY ANY AWARD OF DAMAGES ASSESSED AGAINST PURCHASER IN ANY SUIT OR PROCEEDING SO FAR AS SAME IS BASED ON ANY CLAIM THAT THE EQUIPMENT, HARDWARE OR SOFTWARE PRODUCTS, OR ANY PART THEREOF FURNISHED HEREUNDER (EXCEPT FOR SUCH PRODUCTS BASICALLY OF PURCHASER'S SPECIFICATIONS) SHALL IN DESIGN OR CONSTRUCTION INFRINGE ANY PATENT OF THE COUNTRY OF ITS MANUFACTURE, PROVIDED PURCHASER GIVES SELLER PROMPT NOTICE IN WRITING OF SUCH CLAIM AND PERMITS SELLER TO CONTEST SAME THROUGH ITS COUNSEL OR, AT ITS OPTION, TO SETTLE BY SECURING FOR PURCHASER THE RIGHT TO CONTINUE TO USE SUCH PRODUCTS OR BY MODIFYING THEM TO AVOID INFRINGEMENT, OR BY RECLAIMING THEM AND REIMBURSING PURCHASER THE SUM PAID FOR SAID PRODUCTS; AND PROVIDED PURCHASER GIVES SELLER ALL NECESSARY AUTHORITY AND ASSISTANCE, AT THE EXPENSE OF SELLER, TO ENABLE SELLER TO DO SO. THE FINANCIAL LIMIT OF SUCH INDEMNIFICATION SHALL NOT EXCEED THE CONTRACT PRICE. THIS INDEMNITY SHALL NOT APPLY TO CASES WHERE THE CLAIMED INFRINGEMENT IS A RESULT OF (I.) PURCHASER'S SPECIFICATIONS, (II.) PARTS SUPPLIED OR DESIGNATED BY PURCHASER, (III.) MODIFICATION OF THE PRODUCTS, BY SOMEONE OTHER THAN EURO THERM, OR (IV.) COMBINATION OF YOUR BUSINESS' PRODUCTS WITH OTHER PRODUCTS, THE COMBINATION OF WHICH IS ALLEGED TO BE INFRINGING.

专利：如果因本销售条款项下提供的设备、硬件、软件产品或其任何部分（但不包括基于买方规格制造和提供的产品）在设计或构造方面侵犯该产品制造地国家的专利权，买方因此在任何诉讼或法律程序中被判败诉并支付赔偿，卖方应当为买方提供辩护并向买方支付相应的赔偿金

；但是，买方收到上述索赔请求后应当及时以书面方式通知卖方，并且应当允许卖方通过其律师对上述索赔请求提出抗辩，或者向买方提供担保，使买方有权继续使用该产品，或者对产品进行修改，使该产品不再侵权，或者收回该产品并将买方购买该产品时支付的费用退还给买方；并且，买方应当给予卖方必要的授权和协助，使卖方能够实施上述措施，但相关的费用应当由卖方承担。卖方承担的赔偿金不超过合同价格。对于因以下原因引起的侵权索赔，卖方将不予支付赔偿金：（i）买方提供的产品规格；（ii）买方提供或指定的部件；（iii）非由Eurotherm对产品的修改；或者（iv）将Eurotherm产品与其他产品进行组合，该组合后的产品被指称为侵权产品。

7 LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS SALES CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALES, DELIVERY, RESALE, INSTALLATION, REPAIR, OPERATION OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCTS WHICH GIVES RISE TO THE CLAIM. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR NEGLIGENCE, SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS BY PURCHASER OR ANY THIRD PARTY.

责任限制：如果卖方因本销售合同、履行本合同或违反本合同、或者因本合同项下任何产品的设计、制造、销售、提供、转售、安装、维修、操作或使用而导致各种损失索赔，包括过失损失索赔，卖方承担的责任不超过相关产品的购买价格。在任何情况下，不论是由于违约、违反保证事项或卖方过失，卖方均不承担任何间接损失，包括但不限于利润或收入损失、产品或其他设备的使用损失、资本费用、替代设备、设施或服务费用、停工费用或者买方的客户提出提出的相关索赔，即使卖方此前已被告知买方或第三方遭受上述损失的可能性。

8 PAYMENTS: UNLESS OTHERWISE STATED IN THE OFFERING, THE PURCHASE PRICE STATED HEREIN SHALL BE DUE AND PAYABLE BEFORE SHIPMENT OF THE PRODUCTS. IF SHIPMENT IS DELAYED BY PURCHASER, SELLER'S INVOICE SHALL BE RENDERED ON THE DATE WHEN SELLER IS PREPARED TO MAKE SHIPMENT. PRODUCTS HELD FOR PURCHASER SHALL BE AT THE RISK AND EXPENSE OF PURCHASER. PURCHASER IS PROHIBITED FROM AND SHALL NOT SET OFF INVOICED AMOUNTS OR ANY PORTION THEREOF AGAINST SUMS THAT ARE DUE OR MAY BECOME DUE TO SELLER, ITS PARENT,

AFFILIATES, SUBSIDIARIES OR OTHER DIVISIONS OR UNITS.

**付款：**除非另有约定，买方应当于产品装运前支付本文件中规定的产品购买价格。如果买方推迟装运日期，卖方备妥装运产品时将出具相应的发票。为买方保管的产品风险及相关的费用应当由买方承担。如果买方对卖方或其母公司、关联方、子公司或其他部门或单位享有债权，买方不得以该债权主张抵消全部或部分发票金额。

9 SALES, DUTIES, FEES, EXPORT: UNLESS OTHERWISE STATED IN THE OFFERING, ALL PRICES ARE QUOTED IN CHINA YUAN. IN ADDITION TO THE PRICE SPECIFIED IN THIS SALES CONTRACT THE AMOUNT OF ANY PRESENT OR FUTURE SALES, USE, EXCISE OR OTHER SIMILAR TAXES OR OTHER CHARGES APPLICABLE TO THE SALE OR USE OF THE PRODUCTS (INCLUDING, BUT NOT LIMITED TO ANY DUTIES, CHARGES, NOW EXISTING OR HEREAFTER IMPOSED BY GOVERNMENT AUTHORITIES UPON PRODUCTS QUOTED BY SELLER, OR UPON THE PRODUCTION, SALE, DISTRIBUTION, DELIVERY, IMPORT OR EXPORT THEREOF, OR UPON OTHER FEATURES RELATED THERETO) SHALL BE PAID BY PURCHASER, OR IN LIEU THEREOF PURCHASER SHALL PROVIDE SELLER WITH A TAX-EXEMPT CERTIFICATE ACCEPTABLE TO THE TAXING AUTHORITIES.

**销售、关税、费用和出口：**除非另有约定，卖方报价均以人民币表示。除了本销售合同中明确规定的价格外，买方还须支付所有目前或将来的营业税、使用税、消费税或者其他与产品销售或使用相关的税费或其他费用（包括但不限于政府部门目前或将来对卖方提供的产品、产品生产、销售、经销、交付、进口或出口等征收的关税和费用，或者对于其他相关因素征收的关税和费用）；或者，买方应当向卖方提供可以被税收部门接受的免税证明。

10 PACKING AND SHIPPING: UNLESS OTHERWISE AGREED UPON IN WRITING BY BOTH PARTIES, PICES ARE STATED INCLUSIVE OF PACKING BUT EXCLUSIVE OF FREIGHT. DELIVERY AT SELLER'S WAREHOUSE TO PURCHASER SHALL CONSTITUTE DELIVERY TO PURCHASER, WHO SHALL THEREAFTER BE RESPONSIBLE FOR LOSS OR DAMAGE TO ALL DELIVERED PRODUCTS.

**包装和装运：**除非双方另有书面约定，产品价格含包装费但不含运费。卖方在己方仓库将货物交给买方即构成向买方交付货物，此后发生的任何损失或损坏均由买方承担。

11 DELIVERY: TITLE TO ALL PRODUCTS EXCLUDING SOFTWARE SHALL PASS UPON ALL PRICE BEEN PAID BY PURCHASER, AND RISK OF LOSS OR DAMAGE SHALL PASS UPON DELIVERY. DELIVERY DATES ARE

APPROXIMATE AND ARE BASED ON PROMPT RECEIPT BY SELLER AT ITS FACTORY OF ALL NECESSARY INFORMATION INCLUDING FINAL AGREEMENT ON DETAILED SPECIFICATIONS, ON SUCH DATE OR WITH SUCH LEAD TIMES AS MAY BE SPECIFIED BY SELLER. IF DELIVERY IS DELAYED AT THE REQUEST OF, OR DUE TO ACTS OR OMISSIONS BY PURCHASER, SELLER SHALL HAVE THE RIGHT TO STORE THE GOODS AT A PLACE OF ITS OWN CHOICE FOR PURCHASER'S ACCOUNT AND RISK AND TO INVOICE PURCHASER IN ACCORDANCE WITH THE ORIGINAL CONTRACTUAL TERMS AND FOR SUCH STORAGE CHARGES INCURRED AS A RESULT OF THE DELAY.

**交货：**所有产品（软件除外）的所有权将在买方付清货款后转移，但货物损失或损坏的风险则在交付后即发生转移。交货日期将根据卖方在其工厂及时收到的所有必要信息进行计算，包括关于详细规格方面的最终约定、卖方可能规定的交货日期或交货期。由于因买方要求、买方作为或不作为导致交货迟延，卖方有权在其选择的地点存储货物，相关费用和 risk 应当由买方承担。卖方将根据原合同条款以及因此产生的货物仓储费用向买方出具相应的发票。

12 INSPECTION AND ACCEPTANCE: PURCHASER SHALL UPON DELIVERY OF PRODUCTS INSPECT AND EITHER ACCEPT OR REJECT SUCH PRODUCTS WITHIN A REASONABLE PERIOD NOT TO EXCEED SEVEN (7) CALENDAR DAYS OF DELIVERY (THE "ACCEPTANCE PERIOD"). IN THE EVENT THAT PRODUCTS DO NOT COMPLY WITH THIS AGREEMENT, PURCHASER SHALL PROMPTLY NOTIFY SELLER AND PROVIDE A SPECIFIC WRITTEN EXPLANATION OF THE BASIS FOR REJECTION. PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED ANY PRODUCT DELIVERED HEREUNDER AND TO HAVE WAIVED ANY RIGHT TO REJECT IN THE EVENT THAT SELLER DOES NOT RECEIVE SUCH NOTICE OF REJECTION WITHIN THE ACCEPTANCE PERIOD. SELLER SHALL BE AFFORDED A REASONABLE OPPORTUNITY TO REPAIR OR REPLACE NON-CONFORMING PRODUCT AT SELLER'S OPTION.

**检验和验收：**买方收到产品时应当进行检验，并且应当在合理的期限内（但不得超过七个日历日）决定是否接受或拒绝这些产品（以下简称“验收期”）。如果产品不符合本合同规定的要求，买方应当及时通知卖方并提供具体的书面说明，指出其拒绝接受产品的理由。如果卖方在验收期内没有收到上述拒绝收货通知，则应当视为买方已经接受按照本合同交付的产品，并且已经放弃其拒绝收货权。卖方有权选择修理或更换不符合要求的产品。

13 RESALE: IF PURCHASER IS RESELLING THE EQUIPMENT, PURCHASER AGREES TO FURNISH ITS PURCHASERS COPIES OF THE STANDARD TERMS AND CONDITIONS OF SALE, AND SELLER AGREES TO MAKE COPIES AVAILABLE UPON REQUEST. IN ALL EVENTS AND REGARDLESS OF WHETHER PURCHASER COMPLIES WITH THIS PROVISION, THE RIGHTS OF SUCH PURCHASERS SHALL BE DETERMINED UNDER THE PROVISIONS HEREOF ENTITLED "WARRANTY," "PATENTS" AND "LIMITATION OF LIABILITY."

转售：如果买方转售设备，买方同意向其买方提供本《标准销售条款和条件》的副本；卖方同意在买方提出请求的情况下也将提供本《标准销售条款和条件》的副本。在所有情况下且无论买方是否遵守本条规定，买方转售产品时的其对应买方之权利应当根据本文件中“保证”、“专利”和“责任限制”等条款予以确定。

14 LICENSE GRANT: ALL SOFTWARE PROGRAMS WHICH ARE EMBODIED IN HUMAN READABLE SOURCE FORM OR MACHINE READABLE OBJECT FORM AND WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROGRAMS HAVING A SERIES OF INSTRUCTIONS, STATEMENTS AND DATA, AND RELATED MATERIALS PROVIDED BY SELLER ("SOFTWARE") ARE THE PROPERTY OF SELLER AND/OR OTHERS AND ARE SUBJECT TO THE TERMS SET FORTH IN THIS LICENSE, IN WHICH PURCHASER IS PROVIDED SOLELY WITH A PERSONAL, NONEXCLUSIVE AND PERPETUAL (EXCEPT FOR BREACH BY PURCHASER) LICENSE TO USE SUCH PROGRAMS SOLELY FOR THEIR INTERNAL BUSINESS PURPOSES IN THE COUNTRY IN WHICH THE SOFTWARE WAS FURNISHED AND FOR EXECUTION ON THE SYSTEM FOR WHICH IT WAS PROVIDED.

许可授予：所有以人/机可读形式保存的软件程序（包括但不限于具有系列指令、语句和数据的程序）以及卖方提供的相关资料（以下简称“软件”）均属于卖方和/或他人的财产，并适用本许可条款的各项规定。卖方将向买方授予一项仅限自己使用的、非排他性的、永久的（除非买方违约）使用许可，买方应仅得在软件提供所在国内用于其日常经营目的，且仅得在特定系统（软件购买的目的系为该系统）上使用。

15 THIRD PARTY INTELLECTUAL PROPERTY RIGHT NOTICES: THE SOFTWARE MAY CONTAIN COMPONENTS THAT ARE OWNED BY THIRD PARTIES ("EUROTHERM LICENSORS") AND ARE INCORPORATED INTO, OR EMBEDDED IN, THE SOFTWARE PURSUANT TO LICENSE ARRANGEMENTS BETWEEN EUROTHERM AND SUCH THIRD PARTIES. USE OF THE EUROTHERM LICENSOR COMPONENTS EMBEDDED IN THE SOFTWARE IS SUBJECT TO: (I) THIS AGREEMENT OR (II) THE EUROTHERM LICENSORS END USER LICENSE AGREEMENT (EULA) IF PROVIDED WITH THE INSTALLATION OF THE SOFTWARE (A COPY OF WHICH IS AVAILABLE FROM EUROTHERM UPON REQUEST). IN ADDITION, LICENSEE AGREES THAT THE EMBEDDED COMPONENTS MAY NOT BE USED IN ANY OTHER FASHION OR FOR ANY OTHER PURPOSE OTHER THAN AS PROVIDED UNDER THIS AGREEMENT OR THE EULA. COPYRIGHT AND OTHER PROPRIETARY RIGHTS NOTICES OF EUROTHERM AND EUROTHERM LICENSORS ARE CONTAINED IN THE SOFTWARE, AND LICENSEE WILL NOT MODIFY, DELETE, OR OBFUSCATE ANY SUCH NOTICES.

第三方知识产权通知：软件可能包含由第三方（“EUROTHERM许可人”）享有所有权的组件。这些组件根据EUROTHERM和上述第三方达成的许可安排并入或嵌入软件中。使用EUROTHERM许可人嵌入软件中的组件时，应遵守：(i) 本协议或者(ii) 软件安装时（如果提供）的



EUROTHERM许可人最终用户许可协议 ( EULA ) ( 应要求 , 可提供该协议文本 ) 。此外 , 被许可人同意 : 除了按照本合同或EUROTHERM许可人最终用户许可协议规定的方式或目的使用软件中嵌入的组件外 , 不得以其他任何方式或目的使用这些组件。软件中包含了EUROTHERM和EUROTHERM许可人的版权及其他专有权利声明 , 被许可人不得修改、删除或涂改这些权利声明。

16 COPYRIGHT AND TITLE: NO TITLE TO THE INTELLECTUAL PROPERTY IN THE SOFTWARE PROGRAMS OR MATERIAL IS TRANSFERRED TO PURCHASER UNDER THIS LICENSE. ALL SOFTWARE AND ITS COPYRIGHTS ARE OWNED BY SELLER AND/OR ITS SUPPLIERS. THE SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAWS AND INTERNATIONAL TREATY PROVISIONS. THEREFORE, PURCHASER MUST TREAT THE SOFTWARE LIKE ANY OTHER COPYRIGHTED MATERIAL (E.G., A BOOK OR MUSICAL RECORDING) EXCEPT THAT PURCHASER MAY MAKE COPIES OF THE PROGRAMS FOR USE ONLY WITH THE SYSTEM FOR WHICH SUCH PROGRAMS WERE ACQUIRED. PURCHASER MUST REPRODUCE AND INCLUDE THE COPYRIGHT NOTICE ON ANY BACKUP COPY. THE WRITTEN MATERIALS AND FIRMWARE MAY NOT BE COPIED.

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18 SCOPE CHANGES: ALL CHANGES AFFECTING THE PRODUCT CONFIGURATION OR OTHERWISE AFFECTING THE SCOPE OF THE ORDER ARE TO BE DOCUMENTED IN WRITING FOR APPROVAL AND AUTHORIZATION TO INCORPORATE SUCH CHANGES INTO THE ORDER. ALL CHANGES AUTHORIZED BY PURCHASER ARE BINDING ONLY IF ACCEPTED IN WRITING BY SELLER, AND MAY RESULT IN PRICE, DELIVERY AND/OR CONDITION CHANGES. PRICING OF CHANGES SHALL BE BASED ON THE THEN CURRENT PRICES. IF AN EXTENSION OF DELIVERY IS REQUIRED BEYOND THE ORIGINAL SCHEDULE, ESCALATION SHALL BE AS AGREED.

范围变更：影响产品配置或订单范围的所有变更请求应当以书面方式提交，经卖方批准和授权后并入相应的订单中。买方授权的变更内容经卖方书面接受后方有约束力，并且可能对价格、交付和/或其他条件产生影响。变更后订单的价格适用当时有效的价格。如果原定的交付日期需要推迟，则应当由双方另行协商确定。

19 ARBITRATION: THE PARTIES AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT, SHALL BE SETTLED THROUGH FRIENDLY DISCUSSION BETWEEN THE TWO PARTIES. IN CASE NO AGREEMENT IS REACHED, THE DISPUTES SHALL BE SUBMITTED TO CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION (CIETAC) FOR ARBITRATION. THE TRIBUNAL SHALL BE COMPOSED OF THREE ARBITRATORS. THE ARBITRATION SHALL BE CONDUCTED IN SHANGHAI IN ACCORDANCE WITH CIETAC ARBITRATION RULE. THE ARBITRATION FEES SHALL BE BORNE BY THE LOSING PARTY UNLESS OTHERWISE AWARDED BY THE COMMISSION.

仲裁：双方同意，因本合同引起的任何争议、索赔或纠纷应当由双方当事人通过友好协商解决。如果不能协商一致，应将争议提交中国国际经济贸易仲裁委员会进行仲裁。仲裁庭应由三名仲裁员组成。仲裁应该在上海按照中国国际经济贸易仲裁委员会现行仲裁规则进行，仲裁裁决为终局裁决并且对双方当事人均有约束力。仲裁费用除该仲裁委员会另有决定外，由败诉方负担。

20 THE PRODUCTS PROVIDED BY SELLER UNDER THE SALES CONTRACT CONTAIN OR MIGHT CONTAIN COMPONENTS AND/OR TECHNOLOGIES FROM U.S, EU AND/OR OTHER NATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT THE SUPPLY, ASSIGNMENT AND/OR USAGE OF THE PRODUCTS, SOFTWARE, SERVICES, INFORMATION, OTHER DELIVERABLES AND/OR THE EMBEDDED TECHNOLOGIES (HEREINAFTER REFERRED TO AS "DELIVERABLES") UNDER THE SALES CONTRACT SHALL FULLY COMPLY WITH RELATED APPLICABLE US, EU AND OTHER NATIONAL AND INTERNATIONAL EXPORT CONTROL

LAWS AND/OR REGULATIONS. THE DELIVERABLES SHALL NOT BE USED FOR THOSE PURPOSES FORBIDDEN BY THE APPLICABLE EXPORT CONTROL LAWS AND/OR REGULATIONS. PURCHASER ALSO AGREES THAT THE DELIVERABLES WILL NOT BE USED EITHER DIRECTLY OR INDIRECTLY IN ANY ROCKET SYSTEMS OR UNMANNED AIR VEHICLES; NOR BE USED IN ANY NUCLEAR WEAPONS DELIVERY SYSTEMS; AND WILL NOT BE USED IN ANY DESIGN, DEVELOPMENT, PRODUCTION OR USE FOR ANY WEAPONS WHICH MAY INCLUDE BUT NOT LIMITED TO CHEMICAL, BIOLOGICAL OR NUCLEAR WEAPONS. THE DELIVERABLES SHALL ONLY BE USED IN THE SPECIFIC PROJECT(S) AND LOCATION (S) STIPULATED IN THE SALES CONTRACT. IF ANY NECESSARY OR ADVISABLE LICENSES, AUTHORIZATIONS OR APPROVALS ARE NOT OBTAINED, WHETHER ARISING FROM INACTION BY ANY RELEVANT GOVERNMENT AUTHORITY OR OTHERWISE, OR IF ANY SUCH LICENSES, AUTHORIZATIONS OR APPROVALS ARE DENIED OR REVOKED, OR IF THE APPLICABLE EXPORT CONTROL LAWS AND/OR REGULATIONS WOULD PROHIBIT SELLER FROM FULFILLING ANY ORDER, OR WOULD IN SELLER'S JUDGMENT OTHERWISE EXPOSE SELLER TO A RISK OF LIABILITY UNDER THE APPLICABLE EXPORT CONTROL LAWS AND/OR REGULATIONS IF IT FULFILLED THE ORDER, SELLER SHALL BE EXCUSED FROM ALL OBLIGATIONS UNDER SUCH ORDER AND/OR THE SALES CONTRACT.

"卖方在合同项下提供的产品中含有或可能含有来源于美国、欧盟成员国或其他国家的部件及技术。买方承认并同意，合同项下的产品、软件、服务、信息及其他交付物及其中所运用的技术（共同称为“交付物”）的提供、转/受让及使用应完全遵守与交付物适用的美国、欧盟及其他国内或国际的出口控制法律/法规，交付物不可被用于该等出口管制法律/法规所禁止的目的。买方保证交付物不直接或间接用于火箭系统、无人驾驶机、核武器发射系统、武器（包括但不限于生化、化学和核武器等）的发展、制造、使用有关的用途，而仅将在合同中指定的地点和项目上使用。下述情形下，卖方无需执行相应订单和/或本合同且无需承担任何责任：

- (i) 未能取得任何必需或适当的出口许可、授权或批准，无论是因为相关政府部门的不作为或其他原因所导致；
- (ii) 前述出口许可、授权或批准被拒绝或撤回；或(iii) 适用的出口控制法律/法规禁止卖方执行相应订单或根据卖方的判断其执行相应订单的行为将导致其可能遭受适用的出口控制法律/法规的制裁。

21 NEITHER PARTY SHALL BE LIABLE FOR DELAYS CAUSED BY CONDITIONS BEYOND THEIR REASONABLE CONTROL ("FORCE MAJEURE"). FORCE MAJEURE SHALL INCLUDE, WITHOUT LIMITATION, HOSTILITIES, ACTS OF WAR (WHETHER OR NOT DECLARED), ACT OF TERRORISM, ACCIDENT, QUARANTINES OR REGIONAL MEDICAL CRISIS, FIRE, FLOOD, WIND, EARTHQUAKE OR OTHER INCLEMENT WEATHER CONDITIONS AND ANY IMPENDING THREAT OF THE FOREGOING, BLOCKADE, EMBARGOES, SHORTAGE OF MATERIALS OR TRANSPORTATION FACILITIES, STRIKES AND LOCKOUTS, ANY OTHER ACTS OF GOD OR ACT OF ANY GOVERNMENT OR GOVERNMENTAL AGENCY, INCLUDING LAWS, REGULATION OR ORDINANCE AND PROCLAMATION AFFECTING THE PARTIES, THE GOODS,

SOFTWARE OR SERVICES WITHOUT THE FAULT OR NEGLIGENCE OF THE PARTIES HERETO.

任何一方均不对因其合理可控因素以外的原因（“不可抗力”）导致的履约延迟负责。不可抗力包括但不限于敌对状况、战争（不论是否宣战）、恐怖主义行为、隔离、封锁、禁运、罢工、区域性疾病流行、火灾、洪水、地震、其它恶劣气象状况、其它不可抗力事件和政府行为包括法规、训令等可能在合同各方可控范围以外对合同各方、货物、软件及服务造成影响的事件。

22 ANY OFFERING OR CONTRACT OF WHICH THESE CONDITIONS ARE A PART CONSTITUTES THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF REPRESENTATIONS MADE BY SELLER, AND SELLER SHALL NOT BE BOUND BY ANY REPRESENTATIONS, PROMISE OR INDUCEMENT OF ANY KIND UNLESS SET FORTH HEREIN NOR SHALL SELLER BE BOUND TO ANY REPRESENTATIONS MADE HEREIN EXCEPT TO THE DESIGNATED RECIPIENT OF ANY OFFERING OR CONTRACTUAL COMMITMENT. NO WAIVER, ALTERATION OR MODIFICATION OF ANY OF THE PROVISIONS HEREIN OR OF THE PROVISIONS OF ANY CONTRACT ARISING HEREFROM SHALL BE BINDING ON SELLER UNLESS MODIFIED IN WRITING AND SIGNED BY PURCHASER AND SELLER.

包含本文件各项条款的要约或合同构成卖方所作的最终、完整和排他性陈述声明；对于本文件中未规定的任何陈述、承诺或诱导，卖方不受其约束；此外，对于卖方非向特定接收人作出的任何要约或合同承诺，卖方也不受其约束。除非买方和卖方签署相应的书面文件，对于本文件中任何条款或根据本销售条款达成的合同条款所作的任何放弃、修改或修订均对卖方不具有约束力。

23 APPLICABLE LAW: THE VALIDITY, CONSTRUCTION, AND INTERPRETATION OF ANY AGREEMENT RELATING TO PRODUCT PROVIDED BY SELLER, AND THE RIGHTS AND DUTIES OF THE PARTIES THERETO, SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA.

适用法律：卖方提供产品时相关协议的效力和解释以及双方各自的权利和义务应当受中华人民共和国法律管辖。

24 MISCELLANEOUS: THIS AGREEMENT INCORPORATES CERTAIN POLICIES AND PROVISIONS BY REFERENCE. THESE ARTICLES AND CLAUSES APPLY AS IF THEY WERE SET FORTH IN THEIR ENTIRETY. ALL ORDERS ARE SUBJECT TO THE APPLICABLE EUROTHERM SALES POLICIES IN EFFECT AT THE TIME AN ORDER IS PLACED.

**其他规定：**本合同将通过援引方式并入某些政策和规定。这些并入的条款和条文将完全视为本合同中规定的条款。所有订单适用其提交时有效的EUROTHERM销售政策。