

IMPORTANT NOTICE

重要提示

The Customer is requested to read the full text of the GENERAL TERMS & CONDITIONS carefully, especially the terms marked with ▲▲. If there is any doubt, please request Roxtec to explain it in a timely manner.

请客户认真阅读本通用条款和条件全文，尤其是带有▲▲标记的条款。如有疑问，请及时提请洛克赛克予以说明。

When the Customer signs any documents that apply the GENERAL TERMS & CONDITIONS and/or accepts any Work that applies the GENERAL TERMS & CONDITIONS, there is no doubt or objection to all the terms, and the Customer understands the meaning and legal consequences of the GENERAL TERMS & CONDITIONS, especially the marked terms.

客户签署适用本通用条款和条件的任何文件时和/或接受适用本通用条款和条件的任何工作时，对所有条款无疑问和异议，并理解本通用条款和条件尤其是带▲▲标记条款的含义及其法律后果。

1. GENERAL
一般条款

- 1.1 These general terms and conditions (the "Agreement" or the "Terms") apply to all agreements entered into with, inquiries and requests for quotations made to, and quotations and offers made by Roxtec Sealing System (Shanghai) Co., Ltd. or any company within the group of companies of Roxtec Sealing System (Shanghai) Co., Ltd. (hereinafter the "Roxtec Group" and jointly with Roxtec Sealing System (Shanghai) Co., Ltd. "Roxtec") including orders placed by a customer (herein "Customer", and together with Roxtec the "Parties") and accepted by Roxtec for the sale or delivery of products or parts of products ("Goods"), repairs and services such as training, inspections and/or supervision by Roxtec to Customer (the "Services", and together with the sale of Goods, the "Work"). In the event Roxtec and Customer have signed a frame agreement for the supply, sale or use of Goods or Services, these Terms and such agreement shall constitute the entire agreement between the Parties. Except as otherwise indicated in the frame agreement, in case of any inconsistencies between the Terms and such frame agreement, the frame agreement shall prevail.
- 本通用条款和条件（“协议”或“条款”）适用于洛克赛克密封系统（上海）有限公司或其集团内的任何公司（下称“洛克赛克集团”，且与洛克赛克密封系统（上海）有限公司合称为“洛克赛克”）就其向客户（下称“客户”，与洛克赛克合称“双方”）出售产品及零部件（“货物”）、维修以及培训、检查和/或监督等服务（下称“服务”，与货物销售合称“工作”）所签订的协议、收到的询价及报价要求、以及给出的报价和要约，包括由客户发出且为洛克赛克所接受的订单。如洛克赛克已就货物或服务的供应、销售或使用与客户签署框架协议，本条款与该协议应构成双方之间的完整协议。除框架协议另有规定，若本条款与该框架协议之间存在任何不一致，应以框架协议为准。
- 1.2 No alteration or amendment to these Terms shall be valid unless such alteration or amendment is reduced to writing and signed by the duly authorized representatives by both Parties.
- 对本条款的任何变更或修订须为书面形式并由双方授权代表签署方为有效。
- 1.3 THESE TERMS WILL SUPERSEDE ANY TERMS OR CONDITIONS OF CUSTOMER, WHETHER INCLUDED IN CUSTOMER'S ORDER, IN PRE-TERMS NEGOTIATIONS OR IN ANY OTHER DOCUMENT, which are hereby rejected, and Customer waives any right to rely on any other terms or conditions. Acceptance of any Work by Customer is an

agreement by Customer to be bound by these Terms. There shall be no other agreements, representations, or warranties other than those expressly provided for in this Agreement.

本条款将取代客户的任何条款或条件，不论该等条款或条件载于客户的订单中、在条款签约谈判时提及或含在任何其他文件中，该等条款在此明确排除，并且客户放弃一切援引或依据任何其他条款或条件的权利。客户接受任何工作即为其同意受本条款的约束。除本协议中明示约定的协议、承诺或保证外，不应存在任何其他协议、承诺或保证。

- 1.4 Any description or specification contained in Roxtec's catalogues, samples, or other advertising is intended only to present a general picture of the Goods or Services and will not constitute part of the Agreement.

洛克赛克的目录、样品或其他广告宣传中的任何描述或说明旨旨在说明货物或服务的一般概况，其不构成本协议的一部分。

2. ORDERS
订单

- 2.1 Customer shall request the Works in writing by issuing a purchase order ("Order"). Roxtec shall perform the Work under the accepted Order but only subject to these Terms.
- 客户应通过提交书面采购订单（“订单”）的方式要求工作。洛克赛克应履行已确认接受订单项下的工作，但应适用本条款。
- 2.2 The Orders issued by Customer for the purchase of Work shall include, with respect to Goods, the number and description of Goods ordered and with respect to Services, the type of Services, estimated hours of work required by Roxtec's personnel and other details such as the actual site where Roxtec will perform a Service or parts of it (the "Site"). Roxtec will confirm such Orders in writing, including estimated time for delivery. 客户提交的采购工作的订单应包括，针对货物采购，所订购货物的数量和描述，针对服务，服务类型、预估所需洛克赛克人员工作小时以及其他详细信息，譬如洛克赛克履行服务或部分服务的实际地点（“场地”）。洛克赛克将书面确认该等订单，包括预计交付时间。
- 2.3 All Orders are subject to approval and acceptance by Roxtec. No Order shall be binding for Roxtec unless and until it has been accepted in writing and Roxtec shall be entitled to reject Orders (without notice) for any reason and without liability.
- 所有订单均须经洛克赛克同意并接受后生效。除非且直至洛克赛克书面接受订单，否则该订单对洛克赛克不产生约束力。洛克赛克有权以任何理由拒绝订单（无需通知客户），且无须就此承担任何责任。
- 2.4 Each Order shall be subject to the conditions of the Terms. Except as otherwise expressly indicated in these Terms, in case of any inconsistencies between the Terms and any confirmed Order, the Terms shall prevail.
- 任何订单均应受本条款的条件约束。除本条款另有明示约定，如本条款与任何已确认的订单之间有任何不一致，应本条款为准。
- 2.5 Customer may not cancel or change accepted Orders unless Roxtec has consented to such cancellation or change. Roxtec reserves the right to charge Customer all costs associated with the cancelled or changed Order and, in addition, a reasonable cancellation fee.

客户不得取消或变更已接受的订单，除非洛克赛克已同意该等取消或变更。洛克赛克保留向客户收取与取消或变更订单相关的一切费用以及额外收取合理的取消费用的权利。

3. DELIVERY TERMS – FREIGHT POLICY
交付条款 - 货运规则

- 3.1. Except as otherwise expressly accepted by Roxtec in an Order confirmation, all shipments of Goods shall be C.I.P. -INCOTERMS 2020- (destination of the Goods stated in the corresponding Order expressly accepted by Roxtec). Estimated time of delivery shall be confirmed in the corresponding confirmation of the Order issued by Roxtec.
- 除洛克赛克在订单确认中另行明示同意，货物的货运规则应为国际贸易术语解释通则 2020 年版中列明的 C.I.P 运费/保险费付至目的地（相应的经洛克赛克明示接受的订单所载之货物目的地），或者以书面方式另行约定（须在明示接受的采购订单中载明）。洛克赛克出具的相应的订单确认中应当包括预计交付时间。

3.2. Roxtec shall use reasonable efforts to perform timely all deliveries of Works ordered by Customer. However, Orders are issued by Customer with the express understanding that time of delivery shall not be of the essence and that therefore Roxtec shall have no liability to Customer for delays in delivery due to any cause whatsoever (including, but not limited to any losses or damages resulting from any delay in delivery). 洛克赛克应尽合理努力及时交付客户订购的工作。然而，客户应在提交订单时清楚知悉，其签发的订单中载明的交付时间不应为实质要素，因此洛克赛克无须因任何原因导致的交付延迟而向客户承担任何责任（包括但不限于任何因交付延迟而导致的损失或损害）。

3.3. Customer shall examine the Goods immediately upon delivery and shall report to Roxtec in writing, within ten (10) days of delivery, any shortages, damages to packaging or other defects apparent from a visual inspection of the Goods. Roxtec shall be discharged from all liability for shortages and apparent defects if not notified by Customer in the said reporting period. In case of incomplete or wrong delivery or delivery of defected Goods, Customer's exclusive remedy is redelivery of a correct consignment at Roxtec's expense.

客户应于交付时立即查验货物且应自交付起十（10）日内向洛克赛克书面报告任何短缺、包装损毁或经外观查验可发现的其他明显瑕疵。如客户未在前述报告期限内通知洛克赛克货物存在的短缺或明显瑕疵，则洛克赛克应免于承担短缺或明显瑕疵的一切责任。如发生不完全交付、交付错误或交付瑕疵货物情形，客户可要求洛克赛克自担费用重新交付正确货物，前述为客户的唯一救济。

3.4. Except as otherwise agreed in writing, Roxtec shall be under no obligation to deliver any Works before receiving the full payment of the Price of such Works by Customer.

除另有书面约定外，洛克赛克在收到客户支付的全部货款前有权拒绝发货。

4. PRICE, TERMS OF PAYMENT AND QUOTATION POLICY 价格、支付条件及报价规则

4.1. The prices for the Works (the "Price(s)") shall be in accordance with Roxtec's Price list in effect from time to time. Roxtec reserves the right to adjust the Prices for the Goods and/or Services at any time by issuing a new Price list.

工作的价格应根据不时生效的洛克赛克价格清单。洛克赛克保留以发布新价格清单的方式随时调整货物和/或服务价格的权利。

4.2. The Prices do not include value added tax, sales tax and similar taxes nor any city, municipal, state or federal taxes or withholding taxes, whether currently imposed or imposed in the future, excluding tax on income. 上述价格不含增值税、营业税及类似税项，也不含任何城、市、省或国家政府部门征收的税费或代扣代缴税，无论该等税费为现行征收或未来征收（所得税除外）。

4.3. Costs for travel, food, accommodation, and other expenses incurred by Roxtec personnel in connection with the Services are not included in the Price and Roxtec shall always be entitled to compensation for reasonable documented costs thereof. Except as otherwise agreed, the Prices shall not include the cost of any training material that may be needed by Customer for the Work (the "Training Material"), which shall be charged on a case-by-case basis.

洛克赛克人员因提供服务所发生的差旅、餐费、住宿及其他费用未包含在上述价格内。洛克赛克有权要求客户补偿合理的有记录凭据的该等费用。除双方另有约定，上述价格不含客户可能需要的培训材料（“培训材料”）的费用，该等费用将根据具体事宜另行收取。

4.4. Unless specific credit terms have been agreed, invoices are payable in full before delivery of the Works by Roxtec to Customer. Except as otherwise agreed in writing, all payments shall be made in Euro or Chinese Yuan (CNY).

除非双方就信用期限另有约定，客户应于洛克赛克发货前支付全部货款。除另有书面约定外，货款应以欧元或人民币支付。

4.5. If Customer considers that an invoice contains incorrect information, Customer shall notify Roxtec within eight (8) days giving details of the alleged error in the invoice. If no such notification is received by Roxtec in the mentioned period the invoice shall be deemed correct and valid.

如客户认为发票所载信息有误，客户应于八个（8）日内通知洛克赛克并告知其所认为的错误的详情。如洛克赛克未在上述期限内收到该等通知，该发票应被视为正确且有效。

4.6. Roxtec shall be entitled to interest on overdue payment by Customer at the fixed rate of twelve per cent (12%) per annum. Such default interest

will accrue on a day-to-day basis and be compounded monthly for the period from the date the amount originally was due through the date the amount was received in full by Roxtec.

洛克赛克有权按百分之十二（12%）的固定年利率向客户加收逾期未付款项逾期利息。自款项原到期付款日至洛克赛克全额收到该款项期间所产生的前述逾期利息将按日计算且按月计算复利。

4.7. Should Customer not duly fulfil its obligation to make timely payments, then Roxtec shall have the right to demand advance payment or adequate security from Customer for any future sales. Roxtec reserves the right to assign or transfer to any third party any debt owed by Customer, with full rights of such third party to collect such debt from Customer. 如客户未能履行其按时付款义务，则洛克赛克有权就任何将来的销售要求客户预付款项或提供充分担保。洛克赛克保留向任何第三方出让或转让客户所欠任何债务的权利，该第三方享有向客户收取该等债务的完整权利。

4.8. Roxtec reserves its right, after providing Customer written notice and reasonable time to pay a delayed payment in full, to suspend its performance until such sums are paid in full or terminate the Agreement. 经书面通知催告客户并给予其合理时间付清延迟付款后，洛克赛克保留暂停履行工作直至该等款项付清或终止协议的权利。

4.9. Customer shall not be entitled to assert any set-off or counterclaim whether arising from breach of agreement, breach of statutory duty or any other matter whatsoever in order to justify withholding payment of any such sum in whole or in part.

无论基于违约、违反法定义务或其他事项，客户无权主张任何抵消或反请求，以此为由不予支付全部或部分款项。

5. RETENTION OF TITLE 所有权保留

5.1. Without affecting the passing of risk and to the extent possible under applicable law, the Goods shall remain the property of Roxtec until paid in full. The retention of title shall not affect the transfer of risk. 货物的所有权于客户全额付款后方转移给客户，但该等所有权保留不影响按照适用法律所允许的 earliest 的风险转移时点转移风险。所有权保留不影响货物毁损灭失的风险转移至客户。

5.2. Failure by Customer to effect full payment on agreed payment date shall entitle Roxtec to repossess the Goods or relevant parts thereof. Customer is obliged to reimburse Roxtec for all costs which Roxtec incurs in conjunction with the repossession and restoration of the Goods to the same condition they were in upon delivery.

如客户未能于约定的付款日期付清款项，洛克赛克有权取回货物或其相关零部件。客户应补偿洛克赛克为取回产品并将货物恢复至交付时状态而产生的一切费用。

6. ACCESS, SECURITY AND PREPARATION OF THE SITE 场地的进入权限、安全及场地准备

6.1. The Services provided by Roxtec shall be limited to:

洛克赛克提供的服务仅限于：

6.1.1. visual inspections in respect of how Goods have been installed. Roxtec shall not conduct a detailed investigation or testing of the installation of the Goods and so shall only conduct an initial visual inspection that is intended to capture clear and visible Goods that have been improperly installed; and

对于货物安装情况的目视检查。洛克赛克对于货物的安装不进行详尽的检验或测试，只进行初步目视检查，以侦察显而易见的安装不当情况；以及

6.1.2. demonstrations and instructions to Customer's staff to demonstrate how the Goods should be installed. As Roxtec does not assess the capability or qualifications of the Customer's staff, Roxtec shall not be responsible for the performance of such staff in the installation of Goods. 就如何安装货物向客户员工进行演示和说明。由于洛克赛克不会对客户员工的能力或资格进行评估，洛克赛克对于客户员工在货物安装中的表现不承担任何责任。

6.2. When access is needed to the Site for the performance of a Service, Customer shall grant Roxtec unlimited access to such premises, facilities, utilities and resources in the Site and also to documents and information reasonably required by Roxtec for the provision of the Services. Customer is responsible to provide all the necessary information (in English or Chinese language) and to clearly communicate to the personnel appointed to perform the Services all safety rules and regulations necessary to perform safely the Services in the Site.

在履行一项服务需要进入场地时，客户应给予洛克赛克无限制地访问该等场地的场所、设施、公用设施和资源以及洛克赛克为提供服务而合理要求的文档和信息的权限。客户应负责提供所有必要的信息（英文或中文版本），并清楚地告知被指派履行服务的人员在现场安全履行服务相关的所有安全规则和规章。

- 6.3. In case special training is needed to obtain permission to access the Site or some specific parts of it (e.g. offshore safety training, firefighting training), Customer undertakes to provide such training free of charge to the personnel appointed by Roxtec for the Service. 如获得进入场地或其特定部分区域的许可需要经过特殊培训（例如：离岸安全培训、消防培训），客户承诺向洛克赛克为提供服务所指派的人员免费提供此类培训。
- 6.4. When necessary for the fulfilment of the Service, Customer shall make its best efforts to keep the frames, combinations of frames, modules, stay plates, wedges and round sealings installed in the Site (the "Transits") and the openings clean from dust, paint or other obstacles that could interfere with the Service, and shall provide the necessary elements to perform the Service, such as ladders or scaffolding when necessary. Before any Service that includes inspection, Customer shall provide a detailed list identifying each relevant Transit in the Site. The list shall attach the corresponding documentation (e.g. drawings), necessary for the localization and identification of the Transits in the Site. Roxtec is not liable or responsible for the condition or inspection of any Transit, or any product, or any condition that is not on the list, and not identified on the corresponding Order as part of the Work. 如完成服务需要时，客户应尽最大努力将框架、框架组合、模块、停留板、楔形和圆形密封件（“穿隔系统”）安装在场地内并确保开口处无灰尘、油漆或可能干扰服务的其他障碍，并应提供履行服务所必要的工具，如梯子或脚手架。在任何包括检查的服务前，客户应提供一个详细的清单，载明场地内每个相关的穿隔系统。该清单应附有为定位并识别穿隔系统所必要的文件（例如图纸）。洛克赛克对于未在订单中明确为工作的一部分、且未在上述清单中载明的任何穿隔系统、任何产品或任何情况或检查不承担任何责任。
- 6.5. Roxtec reserves the right to suspend at any time the performance of the Work at Customer's Site where, in its sole opinion, any condition at the Site potentially or actually represents a hazard to the safety or health of the personnel appointed to perform the Work and/or of any Roxtec employee. In such cases, in the event that Site safety conditions are not rectified to Roxtec's satisfaction, then Roxtec shall be entitled to cancel the Order and receive compensation for any Work that has been carried out. 洛克赛克保留当依据其单独意见认为场地的任何条件或状况可能或实际对其指派履行工作的人员和/或任何洛克赛克的员工存在安全或健康的危害，于任何时候暂停在客户场地现场工作的权利。在该情况下，若场地安全条件未得到令洛克赛克满意的整改，则洛克赛克有权取消订单，并就已开展的任何工作获得补偿。
- 6.6. CUSTOMER SHALL BE LIABLE FOR AND SHALL INDEMNIFY, DEFEND AND HOLD ROXTEC HARMLESS (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES AND EXPENSES) IN RESPECT OF ANY AND ALL CLAIMS, LOSSES, COSTS, CAUSES OF ACTION, DAMAGES AND EXPENSES RELATED TO PERSONAL INJURY (INCLUDING DEATH OR DISEASE) OR PROPERTY DAMAGE ARISING FROM OR RELATED TO CONDITIONS ON THE SITE. 客户应承担因场地的条件或状况引起的或与之相关的人身伤害（包括死亡或疾病）或财产损失相关的任何和所有的索赔、损失、成本、诉由、损害及费用，并向洛克赛克进行赔偿、为其辩护、以及使其免于承担前述任何索赔、损失、成本、诉由、损害或费用（包括合理的律师费、聘请专家费用和本成本）。

7. DIGITAL SOLUTIONS 数字解决方案

- 7.1. Roxtec offers digital tools to help users save time, increase quality and optimize safety to its sealing solutions. These tools may consist of online or stand-alone software for designers; construction quality assurance software; management tools to register and control cable and pipe transit seal systems; etc. (these software, all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall be hereinafter jointly defined as the "Digital Solutions"). 洛克赛克提供数字工具，以帮助用户节省时间、提高质量并优化其密封解决方案的安全性。这些工具可能包括供设计人员使用的在线或独立运行的软件；施工质量保证软件；用于登记和控制电缆和管道运输密封系统的管

理工具等（通过网站或其他用户界面（如移动应用程序）访问的这些软件、所有相关特性和功能，以下统称为“数字解决方案”）。

- 7.2. Customer acknowledges that the Digital Solutions are owned and provided by the Swedish company Roxtec International AB, which is the sole responsible for the maintenance and management of the Digital Solutions as well as, directly or through sub-suppliers, the supplier of all services related to the Digital Solutions. Customer also acknowledges that all the intellectual property rights contained in the Digital Solutions belong to Roxtec International AB. 客户承认，数字解决方案由瑞典公司 Roxtec International AB 拥有和提供，该公司全权负责数字解决方案的维护和管理，并直接或通过次级供应商负责与数字解决方案相关的所有服务的供应商。客户还承认，数字解决方案中包含的所有知识产权均归属于 Roxtec International AB。
- 7.3. Customer understands and acknowledges that Roxtec is entitled to offer the Digital Solutions as a representative of Roxtec International AB in the local market and, as such, Roxtec shall be entitled to invoice and collect payments in the way stipulated in Section 4 of these Terms for the sale and use of the Digital Solutions by the Customer and; to bring any claims before the competent authorities that may be necessary to collect or to recover any payments due related to the purchase of Digital Solutions by Customer. 客户知悉和承认洛克赛克有权作为 Roxtec International AB 在当地市场的代表提供数字解决方案，因此洛克赛克有权按照本条款第 4 条规定的方式为客户销售和使用数字解决方案开具发票和收取款项，并且向有管辖权的机构提出任何必要的索赔，以收取或收回与客户购买数字解决方案有关的任何应付款项。

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All intellectual property rights, drawings and know-how in or relating to the Goods are and shall remain the property of Roxtec or of the Roxtec Group. The use of intellectual property rights belonging to Roxtec or to any company of the Roxtec Group by Customer shall not imply the transfer or assignment of any rights from such company to Customer. Customer acknowledges that Roxtec shall retain the full and exclusive ownership of all intellectual property rights that are designed by/or originate from Roxtec relating to changes, developments or improvements to the Goods. 货物所包含的或与之相关的所有知识产权、图纸和专有技术归属于且应持续归属于洛克赛克或洛克赛克集团。客户使用属于洛克赛克或洛克赛克集团下属任何公司的知识产权并不意味着该等公司向客户转让或出让任何权利。客户承认洛克赛克对所有洛克赛克设计的和/或源于洛克赛克的、与货物的修改、开发或改进相关的知识产权保留完整且专有的所有权。
- 8.2. Customer shall promptly notify Roxtec of any modifications, improvements, enhancements, adaptations, inventions and discoveries related to the Goods made by Customer or by its employees or consultants during the term of this Agreement. 客户应立即通知洛克赛克由客户或其员工、顾问在协议期限内做出的与货物相关的任何修改、改进、增强、优化、发明和发现。
- 8.3. Roxtec shall retain all title, copyrights and other intellectual property rights in or related to the Training Material and in all copies of all or any portion thereof, including all modifications to the Training Material. 洛克赛克保留培训材料及其复印件或任何部分（包括对培训材料的任何修改）所包含的或与之相关的全部所有权、版权及其他知识产权权利。

9. WARRANTIES AND LIABILITY 质保及责任

- 9.1. Roxtec warrants for a maximum of twelve (12) months from delivery to Customer, that all Goods are free from defects in material, design and workmanship ("Warranty(ies)"). Customer shall immediately report in writing to Roxtec any claimed defect upon discovering the same within the said twelve (12) months' period. After receiving notice from Customer and substantiation by Roxtec of the claim as being within the Warranty, Roxtec shall, at its option: (i) repair the defected Good, (ii) refund an equitable portion of the Order's value, or (iii) furnish replacement Goods or parts, as necessary at the original shipping point. In no event will Roxtec at any time be responsible for disassembling, and/or reassembling, uninstalling and/or reinstalling any Goods. 洛克赛克保证自产品交付至客户起的最长不超过十二（12）个月内，所有货物的材料、设计和工艺都不存在瑕疵（“质量保证”）。客户如在前述十二（12）个月期限内发现该等瑕疵，应立即书面报告洛克赛克。在收到客户的通知并经洛克赛克审查确认客户索赔的瑕疵属于质量保证范围，洛克赛克应选择以下之一：(i) 修复瑕疵货物，(ii) 退还订单价款中与瑕疵等值的部分价款，或 (iii) 提供更换货物或零部件（视具体情形所需），按照原

约定的交货交货。在任何情况下，烙克赛克均不负责拆卸、和/或重新组装、卸载和/或重新安装任何货物。

- 9.2. Roxtec's obligations for any Goods as set forth in Section 9.1 above is subject to Roxtec being notified in writing by Customer without undue delay and no later than thirty (30) days after a defect is discovered or ought to have been discovered upon a careful inspection. Any claim notified by Customer shall be deemed to have been withdrawn and waived by Customer unless legal proceedings in respect thereof have been initiated within three (3) months of the notification of such claim to Roxtec. Defective Goods, which have been replaced by Roxtec, shall be Roxtec's property. Customer is obliged to carry out dismantling and re-installation of defective Goods at its own risk and cost.

前述第 9.1 条约定的烙克赛克对货物所负之义务的前提是烙克赛克已收到客户的无不当延迟的书面通知，且该通知不晚于发现瑕疵或经缜密检验应当发现瑕疵后的三十（30）日送达烙克赛克。客户通知的任何索赔要求，如客户未在该等通知作出后三（3）个月内就此未启动任何法律程序，则该等索赔要求应被视为撤回并放弃。烙克赛克更换的货物应属于烙克赛克的财产。客户须自行承担拆卸和重装瑕疵货物的风险及费用。

- 9.3. If Roxtec has not successfully remedied the defect within a reasonable time, Customer may, by written notice, fix a final time for completion of Roxtec's obligation. If Roxtec has not remedied the defect by such final time, Customer is entitled to terminate the purchase in respect of such defective Goods.

如烙克赛克未能在合理时间内成功补救瑕疵，客户可以书面通知的方式确定烙克赛克履行其义务的最终期限。若烙克赛克未能在该最终期限内补救瑕疵，客户有权终止购买该瑕疵货物。

- 9.4. The Warranty shall not cover, and Roxtec shall not be liable for defects in any Goods that are caused by or related to improper storage, faulty maintenance, misuse, unusual external conditions, incorrect installation and alterations, reparations of the Goods not performed or authorized by Roxtec. Customer waives any rights to make a Warranty claim of any kind, express or implied, where a Good has been modified or altered without the express approval of Roxtec. Roxtec shall in no event be liable under this Section 9 or otherwise if Customer or a customer of Customer has used or installed any parts in or in connection with the Goods, which are not Roxtec's original parts. The Warranty shall not cover defects in design when the Goods have been manufactured by Roxtec according to Customer's own designs or following Customer's instructions regarding the design of the Goods. Decomposition or corrosion by chemical action or wear or damage caused by the presence of abrasive materials is not and shall not be a product or manufacturing defect. Furthermore, Roxtec's liability does not cover normal wear and tear.

质量保证不包括因未经烙克赛克操作或许可的存储不当、维护不当、使用不当、异常的外部条件、不当安装、更改或维修而导致的或与之相关的瑕疵，且烙克赛克无须对该等瑕疵承担责任。当货物未经烙克赛克明确同意而被修改或更改，则客户放弃一切质保索赔权利（包括是明示的和暗示的）。如果客户或其客户在货物中使用或安装了任何非烙克赛克原装零部件，则在任何情况下烙克赛克均不承担本第 9 条项下的责任或其他责任。如货物是烙克赛克按照客户的设计或遵照其关于货物设计的指示而生产的，则质量保证不包括设计瑕疵。化学作用的分解或腐蚀、或由于磨料的存在而造成的磨损或损坏，不是且不应是产品或制造瑕疵。此外，烙克赛克的质量保证责任不包括货物的正常磨损。

- 9.5. Roxtec does not provide a warranty for any product or part not manufactured by Roxtec or services provided by third parties. With respect to products, parts, and equipment not engineered or manufactured by Roxtec (whether or not supplied by Roxtec or affected by the Work), Roxtec waives and disclaims any and all liabilities and warranties whether express or implied.

烙克赛克不为任何非由烙克赛克制造的产品或零部件提供质保，亦不为由第三方提供的服务提供质保。对于非由烙克赛克设计或制造的产品、零件和设备（无论是否由烙克赛克供货，亦无论其是否受到工作的影响），烙克赛克均不对其承担任何责任或质保，无论明示的还是暗示的。

- 9.6. With respect to Services involving instruction and training of Customer or its personnel, Roxtec disclaims and Customer waives any and all liabilities and warranties whether express or implied. The participants at any trainings provided by Roxtec are not evaluated by Roxtec and therefore Roxtec cannot assess the ability of the participant(s) to conduct services, install, inspect or supervise Transits or any sealing solutions for cables and pipes. Therefore, Customer waives any liability of Roxtec for any default, failure, damage (direct or indirect) or loss of whatever kind and type caused by an installation, inspection or supervision made by the participant(s) of the training Services provided by Roxtec. 对于涉及对客户或其人员进行指导和培训的服务，烙克赛克声明不承担且客户放弃任何及所有明示或默示的责任和保证。参加烙克赛克提供的任何培训的人员未经烙克赛克评估，故烙克赛克无法评估该等人员完成服务、

安装、检查和监督穿隔系统或任何电缆和管道密封解决方案的能力。因此，因参加过烙克赛克提供的培训的人员所进行的安装、检查或监督而造成的任何违约、故障、损害（无论直接的或间接的）或任何形式和类型的损失，客户豁免并放弃对烙克赛克任何违约和/或其他追责。

- 9.7. The product information provided by Roxtec about the Goods does not release Customer from the obligation, or part thereof, to independently determine the suitability of the Goods for the intended process, installation and/or use.

烙克赛克提供的关于货物的产品信息并不免除客户独立确定货物是否适合预期操作、安装和/或使用的义务（或其部分）。

- 9.8. This Section 9 sets forth the exclusive remedies for claims based on defect, failure or nonconformity of the supplied Work. This exclusivity applies whether a claim is in contract, indemnity or tort (including negligence) or otherwise and however instituted and whether a defect arises before or during the warranty period. The Warranty set forth in Section 9.1 is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY TO THE WORK. 本第 9 条规定了基于所提供工作的瑕疵、未能提供或不符提出的索赔的排他唯一救济。这种排他唯一性无论索赔系基于合同、赔偿或侵权（包括过失）或其他诉请，亦无论其如何成立，亦无论瑕疵于质保期前或质保期内出现，均应予以适用。第 9.1 条约定的质量保证是排他唯一的保证，且取代其他任何书面的、口头的、暗示的或法定的质保。任何暗示的或法定的质保、或对特定用途的适销性或适用性均不适用于工作。

10. PRODUCT LIABILITY 产品责任

- 10.1. Roxtec shall indemnify Customer from claims directly attributable to the Goods having caused damage to property or personal injury to a third party, but only to the extent that Roxtec has been guilty of gross negligence and provided that Customer immediately has informed Roxtec of such claim being made to Customer and permitted Roxtec to conduct all negotiations and proceedings in relation thereto. Customer undertakes to take all the reasonable measures in order to mitigate any damages attributable to the Goods and/or prevent further damages. 烙克赛克应就直接因货物造成财产损失或第三方人身伤害而引起的索赔向客户进行赔偿，但仅限于烙克赛克存在重大过失的情形且前提是客户已立即通知烙克赛克该等索赔事宜并允许烙克赛克主导相关谈判和诉讼程序。客户承诺采取一切合理的办法以降低或减少因货物造成的损失及/或防止进一步扩大损失。

- 10.2. Customer shall indemnify, defend and hold Roxtec harmless from claims related to damage to property or personal injury (including injury that results in death), caused by Customer's negligence or wilful misconduct. 客户应就其过失或故意不当行为而造成的财产损失或人身伤害（包括伤害导致死亡）而引起的索赔向烙克赛克进行赔偿，为其辩护并使其免于损失。

- 10.3. Customer shall maintain general liability insurance with limits of not less than Euro 1,000,000.00 (one million) per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Customer's limit of liability.

客户应持续持有一般责任险，每次保险事故的赔偿限额不少于 1,000,000（一百万）欧元且该保险应涵盖人身伤害责任和财产损失责任。保单的承保范围涵盖公共意外责任、经营责任、独立承包人责任、产品责任、完工责任、人格损害和广告损害责任以及与被保险合同项下需承担的责任。受限于客户的责任限额，该保险应分别适用于针对任一被保险人提出的索赔或诉讼。

11. LIMITATION OF LIABILITY 责任限制

- 11.1. In no event shall Roxtec or a company of the Roxtec Group be liable, under or in connection with the Agreement, to Customer or to third parties for any loss of profits, loss of use, loss of data, loss of production, pure financial losses, loss of contract, claims from customers or any other indirect or consequential loss or damages whether or not such loss or damage could have been reasonably foreseen. For jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not permitted, Roxtec's liability shall be limited to the maximum extent

permitted by applicable law.

在任何情况下，烙克赛克或烙克赛克集团内的任何一家公司都无须向客户或第三方承担协议项下或与之相关的任何利润损失、使用价值丧失、数据遗失、生产损失、纯财务损失、合同损失、消费者索赔或其他间接或结果性损失或损害，不论该等损失或损害是否能够被合理预见。就不允许排除或限制间接损失或附带损失的法域，烙克赛克的责任限制应为适用法律所允许的最大限度的责任限制。

- 11.2. Roxtec's and the companies of the Roxtec's Group maximum aggregate liability to Customer arising under or in connection with the Agreement or with any collateral contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall not exceed the total amount of Euro 300,000 (three hundred thousand).

基于协议项下或与之相关的、或与任何附属合同相关的，不论是因违约、侵权（包括过失）、违反法定义务、赔偿或者其他原因而产生的应当由烙克赛克及烙克赛克集团内的各家公司向客户承担的所有责任，其合计最高责任限额不得超过 300,000（三十万）欧元。

- 11.3. Customer hereby acknowledges that any Service that includes supervision and/or inspection activities by Roxtec is carried out by a visual inspection only of the readily accessible features of the Transits and/or Goods and that any inspection that may be provided is a "snap-shot" of the inspected Transits and/or Goods at the time of inspection. Customer agrees that under no circumstances will Roxtec be liable for failure to identify defects in the work or products of third-parties over which Roxtec has no control.

客户在此确认任何包含由烙克赛克实施监督和/或检查的服务都是通过目视检查来进行的，且仅对穿隔系统和/或产品可查验的特征进行检查，且任何烙克赛克的检查仅反映被检查的穿隔系统和/或产品在检查当时的“现状”。客户同意，在任何情况下，烙克赛克均无需对未能发现其无法控制的第三方的工作或服务中的瑕疵或缺陷承担责任。

- 11.4. Customer acknowledges that any Transits or other Goods inspected by Roxtec during the Service may change at any unknown point-in-time after such Service is performed by Roxtec, including due to actions by other parties than Roxtec or eventualities beyond Roxtec's control, including but not limited to re-installations or de-installations of inspected Transits and/or other Goods carried out by Customer, its personnel or any other third party not authorized by Roxtec; incidents and accidents; environmental changes; general re-conditioning of the area (or to adjacent areas) in which the Service including inspection was made; ignorant non-intended actions to the inspected Transits and Goods; etc. Customer acknowledges that the condition of the Transits may change after any inspection by Roxtec, and Roxtec is not responsible for those changes/conditions.

客户确认在服务中经烙克赛克检查的任何穿隔系统或其他货物可能在烙克赛克完成该等服务后的任何不可知的时间点发生变化，包括因烙克赛克以外的其他方的行为或超出烙克赛克控制的事件，包括但不限于由客户、客户员工或任何其他未经烙克赛克授权的第三方进行的对经检查的穿隔系统和/或其它货物进行重新安装或拆卸；事件和意外；环境变化；服务包括检查开展时的区域（或邻近地区）的条件的重新调整；对经检查的穿隔系统和产品的不知情的非有意行为等。客户确认，在烙克赛克检查后，穿隔系统的状况可能发生变化，且烙克赛克不对该等变化/状况承担责任。

- 11.5. Customer acknowledges that Roxtec is neither an insurer nor a guarantor of services performed by Customer or carried out by Customer's personnel or sub-contractors trained by Roxtec. Customer hereby agrees to defend, indemnify and hold Roxtec harmless (including for reasonable attorney and expert fees) from any and all claims arising from or relating to the designs, installations or maintenance work performed by Customer or carried out by Customer's personnel or sub-contractors trained by Roxtec and even if Roxtec is alleged to be negligent (or without regard to the alleged negligence of Roxtec).

客户确认，烙克赛克既不是客户自行进行的、或由接受过烙克赛克培训的客户的人员或分包商进行的服务的保险人亦不是其担保方。客户在此同意对因客户或接受过烙克赛克培训的客户的人员或分包商进行的设计、安装或维护工作引起或与之相关的任何和所有索赔（包括合理的律师和聘请专家的费用）向烙克赛克进行赔偿、为其辩护并使其免于损失，即使烙克赛克被指存在过失（或不考虑烙克赛克所被指存在的过失）。

12. CONFIDENTIALITY 保密

- 12.1. In connection with the Agreement, Roxtec have disclosed or may at its own discretion disclose to Customer certain technical and commercial information and know-how related to Roxtec's manufacturing methods, Goods, Services and business including but not limited to, formulas;

designs; data test reports; samples; measures; statements; specifications; information concerning customers, business, prices and finance; drawings (including but not limited to technical drawings created through any type of software owned by Roxtec); contractual arrangements or other dealings or transactions of Roxtec; which is identified as being confidential or is deemed to be confidential due to the nature of the information and the circumstances of its disclosure (hereinafter the "Information"), either directly or indirectly in writing, orally, by drawings, samples, visual inspections or otherwise.

烙克赛克已经或可能按其自由裁量在本协议项下向客户披露明确属于保密的、或由于其性质或披露情况应被视为保密的、与烙克赛克的制造方法、货物、服务和业务相关的技术和商业信息以及专有知识，包括但不限于化学配方、设计、数据测试报告、样本、措施、报表、规格、有关其客户、业务、价格和财务的信息、图纸（包括但不限于通过烙克赛克拥有的任何类型的软件创建的技术图纸）、烙克赛克的合同安排或其它业务往来或交易，不论该等信息直接或间接以书面、口头、图纸、样品、目视检查或任何其它方式披露（以下简称“保密信息”）。

- 12.2. Customer shall during the term of this Agreement and a period of five (5) years thereafter maintain the Information in strict confidence and shall not disclose, divulge or communicate the Information to any person (other than as permitted or contemplated by this Agreement or with the written approval of Roxtec or as may be required by law) nor use the Information outside the scope of the Agreement.

客户于协议期间及其后五（5）年内对保密信息负有严格的保密义务；客户不得向任何人披露、泄露或交流保密信息（但经协议允许或拟议、或得到烙克赛克书面批准或据法律要求的情形除外），也不得超出本协议约定范围而使用任何保密信息。

- 12.3. Customer shall not make use of the Information or any part of the Information for the purpose of manufacturing any mechanism or component being identical or essentially similar to the Goods or any mechanism or component thereof, or for any other commercial or technical purpose.

客户不得利用保密信息或其任何部分生产与货物或其任何机械原理或部件相同或本质上类似的任何机械原理或部件，或为其他商业或技术目的而使用该等保密信息。

- 12.4. The restrictions stated in this Section 12 shall not apply to the extent that Customer can show that the relevant part of the Information (i) is publicly available through no fault of Customer; (ii) was in Customer's possession prior to the date of disclosure by Roxtec; or (iii) Customer is authorised to disclose it by any subsequent written agreement between the Parties hereto.

如客户能够证明保密信息的相关部分符合下列情形，则本第 12 条所载之限制对该部分信息不予适用：(i) 非因客户过错该等信息为公众所知；(ii) 在烙克赛克向其披露前客户已掌握该部分信息；或(iii) 客户基于本协议双方后续所达成的书面协议之授权而披露该部分信息。

13. FORCE MAJEURE 不可抗力

In the event that Roxtec shall be wholly or partially unable to fulfil its obligations under these Terms or the Agreement by reason of causes beyond Roxtec's control, including but not restricted to acts of God, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, pandemics, epidemics, labour disputes (whether or not Roxtec is a party to such dispute), strikes, general shortage of material, machine damage, delay in delivery by sub-contractor or transportation failure, then Roxtec's performance of its obligations, in so far as it is affected by such cause, shall be excused during the period of the continuance of such circumstances. 如烙克赛克因超出其控制之事由而无法履行其在本条款或协议项下的全部或部分义务，包括但不限于天灾、任何政府机关或其部门的作为、不作为或其颁布的法规、司法行为、火灾、风暴、意外事故、战争、暴乱、大规模流行病、流行病、劳动纠纷（不论烙克赛克是否为该等纠纷的一方）、罢工、一般物资匮乏、设备损坏、分包商延迟交付或交通瘫痪，则在该等事由影响范围内，烙克赛克的履行义务于该等事由持续期间应得以免除。

14. MISCELLANEOUS 其他

- 14.1. If a provision of these Terms, or the application thereof to any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of these Terms. In the event of the invalidity or unenforceability of any provision of these Terms, the Parties shall, at the request of either Party, negotiate in good

faith to agree on changes or amendments to these Terms which are required to carry out the intent and accomplish the purpose of these Terms in the light of such invalidity or unenforceability. 如本条款中的任何规定或其对任何人或任何情形的适用，不管因任何原因或在任何程度上均为无效或不可执行，该等无效或不可执行不应以任何方式影响本条款其余部分的效力，或使其其余部分无效或不可执行。如本条款的任何规定存在无效或不可执行的情形，经任一方要求，双方应善意协商，就执行本条款意图以及达成本条款目的所必须的对本条款的修改或修订达成一致。

14.2. The failure of Roxtec to insist upon the adherence to any term of this Agreement on any occasion shall not be considered as a waiver of Roxtec nor shall it deprive Roxtec of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time. 洛克赛克于任何时候未要求客户遵守协议的任何条款不应视为洛克赛克对该权利的放弃，其亦不应使洛克赛克丧失另行要求客户严格遵守该条款或协议其他条款的权利。

14.3. Roxtec shall be entitled to replace personnel to provide the Services at its own discretion in the course of the performance of any Work under this Agreement. 洛克赛克有权在履行本协议项下任何工作过程中根据其自由裁量决定更换提供服务的人员。

15. ▲▲ COMPLIANCE WITH SANCTION REGIME AND EXPORT RESTRICTIONS 制裁及出口管制合规

15.1. Customer shall not, directly or indirectly, sell or otherwise transfer the Goods to any individual or entity (including countries) or sell them in the Territory in violation of any Sanction Regime, as this term defined in Section 15.2 below.

客户不得违反任何制裁规定（定义见以下第 15.2 条）直接或间接将货物在受制裁区域内出售或以其它方式转让给受制裁的任何个人或实体（包括国家/地区）。

15.2. The “Sanction Regime” for the purpose of this Section 15 (“**Compliance with Sanction Regime and Export Restrictions**”) shall mean all laws and regulations adopted or maintained (now or in the future) by a governmental or inter-governmental authority, and which are applicable to or have material effect on either Party (now or in the future) imposing prohibitions or authorisation requirements on the export or re-export of a product due to e.g. a product’s nature or contents, or prohibitions or restriction to conduct business with specific individuals and entities or on specific Territory identified by the governmental or inter-governmental authorities specified in this Section 15.2. 本第 15 条（“**制裁及出口管制合规**”）所述的“制裁”是指政府或政府间机构采用或维持的、以及（现在或将来）适用于任何一方或对任何一方有重大影响的、有关出口或再出口的（例如基于某些产品的性质或内容的）禁令或授权要求，或禁止与本第 15.2 条所载的政府或政府间机构指定针对的个人、实体或区域内开展业务的所有法律及法规。

15.3. Customer guarantees that neither itself nor any person or entity owning or controlling Customer, or any person in management position or employed by Customer falls under the Sanction Regime. 客户保证其自身或任何拥有或控制客户的个人或实体，或任何担任管理职位或受雇于客户的人员均不在制裁范围之内。

15.4. Customer shall promptly upon becoming aware inform Roxtec that Customer, or any of its direct or indirect owners, or any of its directors, officers or employees, becomes a person or entity sanctioned under the Sanction Regime. 客户在得知其或其任何直接或间接股东或其任何董事、高管或员工根据制裁规定成为受制裁的个人或实体后，应立即通知洛克赛克。

15.5. Roxtec has the right to unilaterally terminate this Agreement or any Order upon a written notice with an immediate effect in the event that the performance of any of its obligations under the Agreement would constitute in any jurisdiction a violation by Roxtec of the Sanction Regime. 若洛克赛克对在本协议项下任何义务的履行在任何法域区内将构成洛克赛克对制裁规定的违反，则洛克赛克有权通过书面通知立即单方终止本协议或任何订单。

15.6. Roxtec shall not be liable to Customer for any losses resulting from the unilateral termination of this Agreement or an Order by Roxtec under Section 15.5.

对于洛克赛克根据第 15.5 条单方终止本协议或其项下的订单而导致的任何损失，洛克赛克不承担任何责任。

15.7. The non-compliance of Customer of a provision of this Section 15 shall constitute a material breach of the Agreement.

客户若违反本第 15 条项下任何规定，即构成对本协议的严重违约。

15.8. Customer shall fully compensate for and hold harmless Roxtec against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of, or relating to any non-compliance with Sanction Regime by Customer. The foregoing compensation shall cover any liability as well as any costs and expenses including attorney’s fees arising out of such claims and including all such costs incurred in the defence and settlement of such claims. The provisions of this Section 15.8 shall be unaffected by any completion, termination or cancellation of this Agreement or any part thereof and shall apply notwithstanding any other provisions of this Agreement or any other contract or agreement between the Parties.

对于因客户违反制裁规定而引起或与之相关的任何及所有索赔、法律程序、诉讼、罚款、损失、费用及损害，客户应全额赔偿并使洛克赛克免受损害。上述赔偿应涵盖任何索赔责任以及任何费用和开支，包括因此类索赔而产生的律师费以及对此类索赔的辩护和解决过程中产生的所有费用。本第 15.8 条规定不受本协议或其任何部分的完成、终止或取消的影响，并且不论本协议其它条款或双方之间任何其它合同或协议如何规定，本第 15.8 条均予适用。

16. DATA PROTECTION AND PRIVACY 数据保护及隐私

16.1. In the event the Parties receive any personal data according to the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the directive 95/46/EC (“General Data Protection Regulation”, GDPR) or Personal Information Protection Law of the People’s Republic of China (hereinafter “Personal Data”), each Party warrants to comply with the applicable data protection law(s), regulations, treaties or directives in EU and China (collectively the “Privacy Regulations”). Each Party is aware of the fact that any content or information received by a Party could be considered Personal Data and warrants that any of these Personal Data have been and will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations.

对于受欧洲议会和理事会 2016 年 4 月 27 日关于在个人数据处理和数据自由流动的个人保护条例（EU）2016/679（取代 95/46/EC 指令）（“通用数据保护条例”，GDPR）及《中华人民共和国个人信息保护法》管辖的任何个人数据（以下简称“个人数据”），各方保证对于其收到的个人数据遵守适用的欧盟及中国数据保护法律、法规、条约或指令（统称为“隐私条例”）。每一方知悉，其收到的任何内容或信息都可能被视为个人数据，并保证其已并将根据适用的隐私政策和隐私条例要求收集、处理和使用任何这些个人数据。

16.2. Each Party acknowledges its obligations to control access to and/or exportation of technical data under the applicable export laws and regulations, and each Party agrees to adhere to and comply with the laws and regulations with respect to any technical data received under this Agreement.

每一方承认其有义务根据适用的出口法律法规管控技术数据的查阅权和/或出口，并同意遵守并履行与根据本协议收到的任何技术数据有关的法律和法规。

17. GOVERNING LAW 管辖法律

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by and construed and enforced in accordance with the laws of the People’s Republic of China, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, and excluding the UN Convention on International Sale of Goods. 本协议的解释、效力和履行以及因本协议引起的或与本协议相关的任何非契约义务应受中华人民共和国法律管辖并根据其进行解释和执行，但排除适用其冲突法原则或规则（如该等冲突法原则或规则将要求适用或允许适用其他法域的法律），并排除联合国国际货物销售合同公约的适用。

18. ARBITRATION
仲裁

18.1. Any and all disputes, controversies and claims arising from or in connection with this Agreement or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

与本协议或其违约、终止或无效引起的或与之有关的任何及一切争议、分歧或索赔应提交中国国际经济贸易仲裁委员会（“CIETAC”）根据申请仲裁时有效的 CIETAC 仲裁规则进行仲裁。仲裁裁决是终局的，且对双方均有约束力。

The seat of arbitration shall be Beijing where also the hearings shall be held. The language of the arbitration shall be English. The arbitral tribunal shall be composed of three arbitrators. The Parties agree that the presiding arbitrator shall not be a Chinese citizen and shall remain so during the arbitration of this case. The arbitrators appointed by the Parties as well as any arbitrator appointed by CIETAC need not be members of the Panel of Arbitrators issued by CIETAC. The arbitral tribunal shall adopt an adversarial approach when examining the case. The summary procedure in the CIETAC arbitration rules shall not apply. 仲裁地与开庭地点均为北京。仲裁语言为英语。仲裁庭应由三名仲裁员组成。双方同意首席仲裁员不应为中国公民，并且在本案的仲裁过程中保持这一状态。双方及 CIETAC 均不须从 CIETAC 仲裁员名册中选定仲裁员。仲裁审理应采用抗辩制。CIETAC 仲裁规则中的简易程序不予适用。

18.2. Notwithstanding the above, Roxtec shall be entitled to seek injunctive relief and other interim measures at the local competent public courts or proper authorities to enforce its intellectual property rights, avoid unauthorized disclosure of Information or to secure claims of any payments due for deliveries or other due debt under this Agreement.

尽管有前述规定，洛克赛克有权向当地有管辖权的法院或有权机关寻求强制性救济及其他临时措施以行使其知识产权权利、避免保密信息未经授权的泄露、或保障任何到期应付货款或协议项下其他到期债务。

19. INTERPRETATION
解释

The fact that Roxtec has proposed these Terms shall not work to Roxtec's disadvantage in case of any dispute. Customer is recommended to seek legal advice as to the content and interpretation of these Terms before entering into an agreement or making any purchase with Roxtec. 在任何争议中，洛克赛克起草本条款的事实不应构成对洛克赛克的不利影响。洛克赛克已建议客户在与洛克赛克签署协议或向洛克赛克下达任何订单前可就本条款的内容和解释寻求法律意见。

20. LANGUAGES
语言

This Agreement is executed in English and Chinese. Both language versions shall be equally valid and authentic. In case of any discrepancies, the English version shall prevail.

本协议以英文和中文签署。两种版本同等真实有效。若两种版本有歧义，则以英文版本为准。

END OF DOCUMENT