

**Standard Terms and Conditions for the Purchase of Products and Services by:****Siegfried (Nantong) Pharmaceuticals Co., Ltd**

(hereinafter referred to as "Siegfried")

**斯福瑞（南通）制药有限公司（以下简称为“斯福瑞”）****产品和服务购买标准条款和条件****1. Scope of Application / 适用范围**

1.1. These Standard Terms and Conditions for the Purchase of Products and Services by Siegfried ("Terms and Conditions") shall apply to all oral or written contracts and other business relations entered into by Siegfried and a vendor of Siegfried ("Vendor") for purchase by Siegfried of (i) raw materials, chemicals, intermediates, excipients, drug substances or other materials ("Products") and/or (ii) analytical, research, laboratory or other services rendered for Siegfried ("Services"). These Terms and Conditions shall also apply to contracts and other business relations which are subject to a written agreement between Siegfried and Vendor, unless such written agreement explicitly waives the applicability hereof. / 本斯福瑞产品和服务购买标准条款和条件（“条款和条件”）应适用于由斯福瑞和斯福瑞的卖方（“卖方”）签订的、关于斯福瑞购买下列产品和服务的所有口头或书面合同和其他业务关系：（i）原材料、化学品、医药中间体、赋形剂、原料药或其他物质（“产品”）和/或（ii）为斯福瑞提供的分析、研究、实验室或其他服务（“服务”）。本条款和条件也适用于受斯福瑞和卖方之间签订的书面协议约束的合同和其他业务关系，除非该等书面协议明确放弃该等条款和条件的适用。

1.2. Different or additional specific terms agreed on by the Parties in a written agreement or requested by Siegfried in writing shall prevail over these Terms and Conditions. The applicability of any general terms and conditions of the Vendor shall be excluded. / 由双方以书面协议形式约定的或由斯福瑞书面要求的不同或增加的具体条款应优先于本条款和条件适用。应排除卖方的任何一般条款和条件的适用。

**2. Offers / 要约**

2.1. Any offers, quotations or proposals submitted by Vendor to Siegfried for Products or Services ("Offers") shall be legally binding on Vendor for a period of sixty (60) days and shall not be subject to compensation by Siegfried. / 由卖方向斯福瑞提交的关于产品和服务的任何要约，报价，或方案（“要约”）应在六十（60）天的期间内合法约束卖方，并且斯福瑞没有赔偿的义务。

2.2. Upon acceptance of an Offer by Siegfried as set forth in Section 3, Vendor shall be obliged to deliver Products or perform Services for Siegfried. / 在斯福瑞按照第 3 条的规定对要约进行承诺后，卖方应有义务向斯福瑞提供产品或服务。

2.3. Vendor acknowledges that statements or forecasts made by Siegfried in requests for Offers are non-binding estimates and may be altered at any time. / 卖方认可，斯福瑞邀请要约而作出的声明或预测是不具有约束力的预测，可以随时修改。

**3. Purchase Orders / 订购单**

3.1. Siegfried may issue purchase orders or work orders to Vendor authorizing Vendor to commence the manufacture of Products or the

performance of Services ("Purchase Order"). / 斯福瑞可以向卖方签发订购单或工作通知单，以授权卖方开始产品的制造和服务的履行（“订购单”）。

3.2. Only Purchase Orders placed in writing are binding. Purchase Orders placed orally or over the telephone require written confirmation by Vendor. / 只有书面下的订购单才是具有约束力的。口头或通过电话下的订购单需要卖方书面的确认。

3.3. Vendor shall confirm any and all of Siegfried's Purchase Order within five (5) business days after issue thereof in writing ("Order Confirmation"). If Vendor does not confirm a written Purchase Order within such five (5) business days, then the Purchase Order shall be deemed accepted. An Order Confirmation differing from the Purchase Order specified by Siegfried shall require written acceptance by Siegfried. / 卖方应在订购单签发之后五（5）个营业日之内对任何和所有斯福瑞的订购单进行书面确认（“订单确认”）。如果卖方未在该五（5）个营业日确认书面订购单，则订购单应被视为被接受。与斯福瑞规定的订购单不同的订单确认必须经斯福瑞的书面接受。

3.4. Siegfried shall have the right, at its sole discretion, to modify any Purchase Order, even after receipt of the Order Confirmation by Vendor. / 斯福瑞应有权（即使是在收到卖方的订单确认之后）按照其完全的自主决定权修订任何订购单。

**4. Prices and Payment Terms / 价格和支付条款**

4.1. All prices by Vendor for Products and Services for Siegfried shall be offered DDP, Siegfried's designated destination, pursuant to the ICC Incoterms 2020 (or any subsequent version), unless otherwise stated by Siegfried. / 由卖方就提供给斯福瑞的产品和服务所收取的所有价格应为根据国际商会的 INCOTERMS 2020（或任何后续版本）（国际贸易术语解释通则）“DDP（完税后交货）斯福瑞指定的目的地”，除非斯福瑞另行规定。

4.2. All prices indicated in the Purchase Order are fixed prices and, include any and all taxes, fees, duties, and packing, transportation, insurance or other costs, unless otherwise agreed. / 在订购单中标注的所有价格都是固定价格，并且价格包括任何和所有税款、费用、税务、包装、运输、保险和其他成本，除非另有约定。

4.3. Vendor shall be solely responsible for all of its costs and expenses in connection with its obligations relating to the Products or Services, such as, but not limited to, salaries, office expenses, insurance contributions, correspondence. / 卖方应完全负责其与产品或服务相关的义务相关的其产生的所有成本和费用，比如（但不限于）工资、办公费用、保险费缴纳、通信。

4.4. If Vendor implements a reduction of its list prices, such reduction shall also apply to any outstanding Purchase Order. / 如果卖方降低了标

价，那么该降价应当适用于其他未完成的采购订单。

4.5. Vendor shall be fully responsible and liable for any tax and any other deduction, contribution, assessment or claim arising from or made in connection with the Products or Services. / 卖方应完全负责和承担产生于或有关产品或服务的任何税款和任何其他扣减、款项缴纳、估价或索赔。

4.6. Vendor shall issue the invoices on the date of receipt of the Products and/or the Services by Siegfried on time, in full, and in accordance with Section 6. / 卖方应及时、全额并根据第 6 条的规定，在斯福瑞收到产品和/或服务的日期，开具发票。

4.7. Unless otherwise agreed in writing Siegfried shall pay any undisputed invoice within ninety (90) days after date of receipt of any correct invoice of Vendor by Siegfried, unless otherwise agreed in writing. / 斯福瑞应在斯福瑞收到卖方任何正确的发票的日期之后九十（90）天之内，支付任何不存在争议的发票，除非另有书面约定。

**5. Delivery of Products and Services / 产品和服务的交付**

5.1. Delivery of Products and Services shall be DDP, Siegfried's designated destination, pursuant to the ICC Incoterms 2020 (or any subsequent version), unless otherwise stated by Siegfried. Risks of loss shall pass to Siegfried upon delivery of the Products or Services at Siegfried's designated destination. / 产品和服务的交付应采纳根据国际商会的 INCOTERMS 2020（或任何后续的版本）的“DDP（完税后交货）斯福瑞指定的目的地”，除非斯福瑞另有规定。损失的风险应在在斯福瑞指定的目的地交付产品或服务之后转移至斯福瑞。

5.2. Vendor shall store, pack, and label the Products in such a way that the integrity of the Product is ensured during storage, transport, shipment and delivery. Packaging shall be marked with material designation, net and gross weight, batch number, and declaration regarding dangerous goods. Chemical substances shall be classified and labeled according to the United Nations Globally Harmonized System GHS and Regulation (EC) No 1272/2008, if applicable. / 卖方应以能够在储存、运输、发运和交付过程中保持产品的完整性的方式储存、包装产品和对产品贴标签。包装应有材料名称、净重和毛重、批次号以及关于危险物品的声明等标签。化学物质应按照联合国《全球化学品统一分类和标签制度》以及欧盟法规 1272/2008（如适用）进行分类和标签。

5.3. With every shipment of Products, Vendor shall provide Siegfried with the requested documents, such as a Certificate of Analysis certifying that the Products conform to the Specifications, if applicable. / 就发运的每批货物，卖方向斯福瑞提供所要求的文件，比如证明产品符合规格（如适用）的分析证明书。

5.4. Siegfried or its designee, in Siegfried's sole discretion, shall have the right to inspect all Products and Services before delivery to Siegfried at Vendor's facility or after delivery to Siegfried. / 斯福瑞或其指定人有权自行决定交付之前在供应商设施内或交付斯福瑞之后检查所有的产品或服务。

5.5. Time is of the essence. Any delivery dates indicated in the Purchase Order qualify as expiration dates and the failure of Vendor to meet such delivery dates shall be deemed a material breach of these Terms and Conditions.

5.6. Siegfried, in its sole discretion, shall have the right to accept or refuse acceptance of late delivered Products or Services.

5.7. Any rights of Siegfried to claim damages from Vendor shall remain reserved, regardless of acceptance or refusal of late delivered Products or Services. / 时间具有关键性。在订购单上标准的任何交付日期应作为到期日, 卖方未能遵守该等交付日期应被视为对本条款和条件的重大违约。斯福瑞应有权按照其完全的自主决定权接受或拒绝接受迟延交付的产品或服务。不论是接受或拒绝接受迟延交付的产品或服务, 斯福瑞都保留向卖方提起索赔的任何权利。

5.8. Vendor shall immediately inform Siegfried in writing of any delay in delivery of Products or Services, stating (i) the reason for, (ii) the expected length of, and (iii) the actions taken by Vendor to limit the delay. / 卖方应立即向斯福瑞通知在产品或服务的交付中的任何迟延, 在通知中注明: (i) 造成迟延的原因; (ii) 迟延的预期持续时间; 以及 (iii) 由卖方采取的限制迟延的行动。

5.9. Siegfried reserves the right to refuse or return, at Vendor's risk and expense, any shipment of Products made in excess of the quantities stated in Siegfried's Purchase Order or any shipment of Products that is incorrect labeled. / 斯福瑞保留拒绝接受或退回超过在斯福瑞的订购单中注明的数量批次产品或标签不准确的所有批次的产品的权利, 风险和费用由卖方承担。

## 6. Representations and Warranties / 陈述和保证

6.1. Vendor represents and warrants that: / 卖方陈述和保证:

(a) it complies with all applicable laws, statutes, rules and regulations, including, but not limited to, those relating to health, safety and the environment, fair labor practices, unlawful discrimination, debarment, fair competition, and anti-bribery, including, but not limited to, the (i) OECD Anti-bribery Convention, (ii) US Foreign Corrupt Practices Act (FCPA), and (iii) UK Bribery Act; / 其遵循了所有的法律、成文法、规则和法规, 包括但不限于, 与健康、安全和环境、公平劳工实践、非法歧视、禁止担任职务、公平竞争、反贿赂方面(包括但不限于, (i)经合组织《反腐败公约》、(ii)美国《反海外腐败法》以及(iii)英国的《反贿赂法案》)相关的法律。

(b) the Products delivered and the Services rendered shall be performed, manufactured, delivered and sold in compliance with all applicable laws, regulations and guidelines set forth by governmental authorities; / 所交付的产品和提供的服务在履行、生产、交付和出售时都符合政府机构所规定的所有适用的法律、法规和指南;

(c) the Products delivered are of the agreed quality, conform with the specifications of such Products, and are free of any defects; / 所交付的产品具有约定的质量, 符合该等产品的规格, 并且不存在任何瑕疵;

(d) the Services were performed with a standard of care of no less than adequate and

common in the chemical, pharmaceutical or other relevant industry, as the case may be; / 所履行的服务是按照不低于在化学品、药品或其他相关行业所充分和通行的注意标准履行的;

(e) if and to the extent applicable, the manufacture of Products, performance of Services and/or delivery thereof complies with the current Good Manufacturing Practices (cGMP), current Good Laboratory Practices (cGLP), current Good Distribution Practices (cGDP), or any other relevant current Good Practices (cGxP), as defined by applicable laws and regulations; / 在适用的范围内, 产品的生产、服务的履行和/或其交付符合现行的良好制造规范(cGMP)、现行良好实验室规范(cGLP)、现行良好分销规范(cGDP)或其他由适用的法律和法规所定义的现行良好操作规范;

(f) if and to the extent applicable, the facility used for the manufacture of the Product or the performance of the Services is and will be (i) maintained in good operating condition and (ii) operated in compliance with cGMP and all other applicable laws and regulations; and / 在适用的范围内, 用于制造产品和履行服务的设施是并且将 (i) 有良好的保养, 处于良好工作状态; 并且 (ii) 根据现行良好制造规范和所有其他适用的法律和法规操作; 并且

(g) the manufacture of Products, performance of Services and/or delivery thereof shall not infringe any intellectual property rights of Siegfried or any third party. / 产品的制造、服务的履行和/或其交付都不侵犯斯福瑞或任何第三方的任何知识产权。

6.2. Vendor shall at all times comply with (i) the Code of Business Conduct and (ii) the Supplier Integrity Commitment of the Siegfried Group. Such documents are available online at [www.siegfried.ch](http://www.siegfried.ch) and will be handed out as a hard copy upon request. Any actual or threatened non-compliance shall be reported to Siegfried without any delay. / 卖方应当始终遵守 (i) 《商业行为准则》和 (ii) 《斯福瑞集团供应商诚信承诺》。这两个文档可以在 [www.siegfried.ch](http://www.siegfried.ch) 网站上获取, 如有需求也可提供纸质版。任何实际或潜在的不合规行为都应立即报告给斯福瑞。

6.3. Vendor's representations and warranties shall survive acceptance and payment of the Products and Services by Siegfried, and shall expire two (2) years after delivery at Siegfried's designated destination. Within such two (2) year period, Siegfried may notify Vendor of a breach of any of Vendor's representations or warranties at any time. / 卖方的陈述和保证应在斯福瑞接受产品和服务并为产品和服务付款之后继续有效, 并且应在斯福瑞指定的目的地交付之后二(2)年到期。在该二(2)年的期间内, 斯福瑞可以随时通知卖方对卖方的任何陈述和保证的违反。

6.4. In case of a breach by Vendor of any of Vendor's representations and/or warranties, Siegfried, in its sole discretion, may request that Vendor, at no additional cost to Siegfried, (i) replaces the Products or Services with Products or Services complying with Vendor's representations and warranties, (ii) reworks the Products or Services or (iii) reprocesses the Products or Services. Any rights of Siegfried to claim damages from Vendor shall remain reserved. / 在发生卖方违反卖方的陈述和/或保证时, 斯福瑞可以根据其完全的自主决定权, 要求卖方(不对斯福瑞产生额外的费用): (i) 以遵守卖方的陈述和保证的产品或服务替换该产品或服务; (ii) 对产品或服务进行再加工; 或者 (iii) 对产品或服务进行再加工。斯福瑞保留向卖方提出索赔的任何权利。

## 7. Inspection and Information / 检验和信息

7.1. Siegfried may, at reasonable times and upon reasonable notice to Vendor, perform such inspections and/or audits at Vendor's facilities as Siegfried deems necessary to assure itself of Vendor's compliance with applicable laws and regulations as well as to assure that Vendor is complying with its obligations hereunder. / 斯福瑞可以, 在合理的时间以及在向卖方发送合理的通知之后, 在卖方的场所进行斯福瑞认为为其自己确信卖方遵守了适用的法律和法规以及确保卖方遵守其在本协议项下的义务而必要的检验和/或审计。

7.2. Vendor shall provide Siegfried with immediate notice in the event of any significant condition or incident, which could adversely impact the Product or Vendor's ability to manufacture the Product or render the Services for Siegfried. / 卖方应在发生会不利影响产品或卖方为斯福瑞制造产品或提供服务的能力的重大条件或事故之后, 立即通知斯福瑞。

## 8. Consigned Materials / 托管物料

8.1. If and to the extent necessary, Vendor shall be responsible that any materials to be supplied by or on behalf of Siegfried for the manufacture of the Products or rendering of the Services ("Consigned Materials") are made available to Vendor in sufficient quantities, in due time, and of good quality. / 在必要的范围内, 卖方应负责使由或代表斯福瑞为制造产品而提供的任何物料("托管物料")以充足的数量、及时以及高质量地向卖方提供。

8.2. Title to these Consigned Materials shall remain at all times with Siegfried or its designee. Vendor shall be responsible and liable to Siegfried for any yield loss, damage or loss to the Consigned Materials while at Vendor's possession. / 该等托管物料的所有权始终由斯福瑞或其指定人所有。卖方应负责并向斯福瑞承担在卖方占有期间的托管物料的任何产量损失、损害或损失。

8.3. Upon termination of the business relationship between the Parties or upon request of Siegfried, Vendor shall return any and all remaining Consigned Materials. / 在双方之间的业务关系终止之后, 或者应斯福瑞的请求, 卖方应返还任何和所有剩余的托管物料。

## 9. Intellectual Property Rights / 知识产权

9.1. All intellectual property rights owned or controlled by Siegfried shall remain the sole property of Siegfried or its designee. / 由斯福瑞拥有或控制的所有知识产权应完全由斯福瑞或其指定人所有。

9.2. All rights, title and interest in any intellectual property obtained or developed by Vendor as a result of Vendor's performance of the Purchase Orders or other agreement between the Parties ("Project IPR") shall be the sole property of Siegfried or its designee. / 由卖方履行订购单或双方之间的其他协议而由卖方获得或开发的任何知识产权("项目知识产权")的所有权利、所有权和权益都完全由斯福瑞或其指定人完全所有。

9.3. Vendor shall take such steps as requested by Siegfried to assign to Siegfried or its designee any and all such rights, title and interest to the Project IPR and ensures that any and all Project IPR shall be free of claims of ownership by any third party. / 卖方应采取由斯福瑞要求的、用以向斯福瑞或其指定人转让在项目知识产权中的任何和所有权利、所有权和权益的所有措施, 并确保任何和所有项目知识产权不存在任何第三方的所有权的张。

9.4. The obligations of the Vendor of this Section 9 shall remain binding upon Vendor after the termination of the business relationship

between the Parties. / 本第9条中的卖方的义务应在双方之间的业务关系终止之后继续约束卖方。

## 10. Indemnification and Insurance / 赔偿保证和保险

10.1. Vendor shall defend, indemnify and hold harmless Siegfried from any and all losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from a breach by Vendor of any of Vendor's representations, warranties or other obligations under the Purchase Order or other agreement between the Parties. / 卖方应赔偿斯福瑞由卖方违反卖方的任何陈述、保证或在订购单或双方之间的其他协议项下的义务而造成的任何和所有损失、损害、成本和费用（包括合理的律师费用），为之抗辩，并使之不受损害。

10.2. Siegfried shall defend, indemnify and hold harmless Vendor from any and all losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from a breach by Siegfried of any of Siegfried's representations, warranties or other obligations under the Purchase Order or other agreement between the Parties. / 斯福瑞应赔偿卖方由斯福瑞违反斯福瑞的任何陈述、保证或在订购单或双方之间的其他协议项下的其他义务而造成的任何和所有损失、损害、成本和费用（包括合理的律师费用），为之抗辩，并使之不受损害。

10.3. The Party against which a third party claim is made shall provide the other Party with prompt notice of such third party claim and the exclusive ability to defend or settle any such third party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld. / 被提起第三方索赔的一方，应向另一方提供该第三方索赔的及时通知，并且向另一方提供针对第三方索赔的抗辩或和解的专有权利。但是，未经一方事先书面同意（该同意不得有合理拒绝），任何和解或妥协不对该方具有约束力。

10.4. Vendor shall maintain comprehensive general liability insurance, including product and contractual liability coverage, with a minimum limit of six million five hundred thousand renminbi (CNY 6,500,000) per claim. Vendor shall furnish copies of certificates of insurance upon Siegfried's request. / 卖方应维持综合一般责任险，包括产品和合同责任保险，每一理赔请求最高限额为六百五十万元人民币。卖方必须应斯福瑞的请求提供保险证书的副本。

## 11. Confidentiality / 保密性

11.1. Vendor shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of Siegfried. Vendor shall not use any confidential information of Siegfried for any purpose other than for the performance of its obligations under the Purchase Order or other agreement between the Parties. / 卖方应对斯福瑞的任何保密信息严格保密，并且不得披露或以其他方式向任何第三方传播该等保密信息。卖方不得以履行订购单或双方之间其他协议项下的义务的目的之外的其他目的使用斯福瑞的任何保密信息。

11.2. The provisions of this Section 11 shall not apply to any confidential information which was either (i) independently developed or known by Vendor prior to its disclosure, as evidenced by written records, or (ii) is in the public domain or has been lawfully disclosed to Vendor, or (iii) is required to be disclosed by Vendor to the officials of a regulatory authority or to comply with applicable laws or regulations. / 本第11条的条款不适用于下列信息 (i) 有书面证据可以证明，在其被披露之前，由卖方独立开发或知悉的信息，或者 (ii) 在公共领域或被合法披露给卖方；或者 (iii) 要求由卖方向监管机构的 No. 5, Tongshun Road, Nantong Economic and Technical Development Area, 226017, China 中国南通经济技术开发区顺通路5号，邮编 226017

官员披露，或者为遵守适用的法律或法规而披露。

11.3. Upon request of Siegfried or termination of the Purchase Order or other agreement between the Parties or, Vendor shall return any documents provided or created during such period. / 应斯福瑞的请求，或者在订购单或双方之间的其他协议终止之后，卖方应将在此期间提供或产生的任何文件返还。

11.4. The confidentiality obligations of the Parties of this Section 11 shall remain binding upon Vendor for a period of ten (10) years after the termination of the Purchase Order or other agreement between the Parties. / 双方在本第11条中的保密义务应在订购单或双方之间的其他协议终止后十（10）年的期间内继续约束卖方。

## 12. Termination / 终止

12.1. Either Party may terminate the Purchase Order or other agreement between the Parties immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency procedures or proceeding under any bankruptcy, insolvency or moratorium law against the other Party, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of the other Party's business or assets as a whole or more than seventy-five percent (75%) thereof, except dispositions with the other Party's affiliates, or (iii) the cessation of all or substantially all of the other Party's business operations. / 在发生下列任何事件时，任一方可以通过向另一方发送书面通知的方式，立即终止订购单或双方之间的其他协议：(i) 针对另一方启动破产程序、或在破产、资不抵债或延期偿付的法律项下的程序；(ii) 另一方的清算或解散，或对另一方的全部或百分之七十五（75%）的业务或资产的出售、租赁或其他处置，与另一方的关联企业之间的处置除外；或者 (iii) 另一方的全部或重大部分的业务操作的终止。

12.2. If a Party breaches a material term or condition of the Purchase Order or other agreement between the Parties, the non-breaching Party shall have the right to terminate the Purchase Order or other agreement between the Parties after thirty (30) days prior written notice to the other Party, unless any such material breach is cured within such thirty (30) days period. / 如果一方违反了订购单或双方之间的其他协议的重大条款或条件，非违约方有权经给予另一方提前三十（30）天的书面通知的方式，终止订购单或双方之间的其他协议，除非任何该等重大违约在该三十（30）天的期间内得以补救。

12.3. Siegfried shall have the right, at its sole discretion, to terminate any Purchase Order or other agreement between the Parties, in whole or in part, at any time by written notice to Vendor. In such case, Siegfried shall duly compensate Vendor for any Products or Services that are actual and documented work-in-progress and any irrevocably and non-cancellable out-of-pocket costs, provided that Vendor uses best efforts to minimize such costs. Vendor shall not have any further claims against Siegfried. / 斯福瑞应有权按照其完全的自主决定权，以向卖方发送书面通知的方式，随时全部或部分终止任何订购单或双方之间的其他协议。在该情形，斯福瑞应向卖方赔偿任何实际发生的、（根据记录）在制产品或服务的费用以及任何不可撤销和不可撤回的垫付费用，但是卖方应尽其最大努力减少该等成本。卖方不应享有针对斯福瑞的任何进一步的索赔。

12.4. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration. / 根据明示或默示的条

款，应在终止或到期之后继续有效的所有条款应在该等终止或到期之后继续生效。

## 13. Miscellaneous / 杂项条款

13.1. The use of subcontractors by Vendor shall be stated in the Offer and requires Siegfried's written consent. The Vendor shall at all times remain fully responsible and liable for any acts and omissions of Vendor's subcontractors as if such acts and omissions were its own. / 卖方使用分包商应在要约中注明，并且须经斯福瑞的书面同意。卖方应始终为卖方的分包商的任何行为和疏忽完全负责和承担责任，如同该等行动和疏忽是其自己的行动和疏忽一样。

13.2. The Purchase Order, these Terms and Conditions or any other agreement between the Parties and their rights or obligations thereunder may be assigned by vendor only with the consent of Siegfried. / 订购单、本条款和条件、双方之间的任何其他协议以及他们在该等文件项下的权利和义务，仅在获得斯福瑞的同意之后卖方才可以转让。

13.3. The failure by either Party at any time to enforce any of the terms of these Terms and Conditions between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same. / 任一方未能在任何时候执行双方之间的本条款和条件的任何条款或行使在其项下的任何权利，不应构成或被解释为构成对其的弃权，或者影响该方此后执行该等条款或行使该等权利的权利。

13.4. Siegfried has the right to offset any claims under these Terms and Conditions and/or under any other contractual agreement between the Parties. / 斯福瑞有权根据本条款和条件和/或双方之间的任何其他合同协议抵消任何索赔。

13.5. These Terms and Conditions have been drafted in two (2) language versions, English and Chinese. In case of discrepancies between the language versions, the English version shall prevail. / 本条款和条件以英文和中文两(2)种语言起草。如果两种语言出现不一致，以英文版为准。

13.6. If any portion of the Purchase Order, these Terms and Conditions or any other agreement between the Parties is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and the Purchase Order, these Terms and Conditions or other agreement between the Parties shall be construed as if such portion had not been included herein. / 如果订购单、本条款和条件或双方之间的任何其他协议的任何部分被具有司法管辖权的法院判定为无效，该部分应被视为无效，并且该订购单、本条款和条件或双方之间的其他协议应被解释为不包含该等无效部分。

## 14. Applicable Law and Arbitration / 适用法律和仲裁

14.1. These Terms and Conditions and/or the business relationship between the Parties, shall be exclusively governed by and construed in accordance with the laws of the People's Republic of China, upon exclusion any international treaties such as the United Nations Convention on Contracts for the International Sale of Goods (CISG). / 本条款和条件和/或双方之间的业务关系应完全适用中华人民共和国法律，并根据该等法律解释，排除适用任何国际条约，比如联合国国际货物销售合同公约（CISG）。

14.2. Any dispute arising out of or in connection with these Terms and Conditions and/or the legal relationship between the Parties, shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for Arbitration which shall be conducted in accordance with CIETAC's arbitration rules in

effect at the time of applying for arbitration. The award is final and binding upon both parties. The seat of arbitration and the venue for hearing shall be Shanghai, the number of arbitrators shall be one, and the language of arbitration shall be

English. / 产生于或有关本条款和条件和/或双方之间的法律关系的任何争议都应提交中国国际经济贸易仲裁委员会（CIETAC）进行仲裁，仲裁应根据中国国际经济贸易仲裁委员会在申请仲裁时生效的仲裁规则进行。仲裁裁决

是最终的，并约束双方。仲裁地点和审理地点为上海，仲裁员人数为一人，仲裁语言为英语。