

General Terms and Conditions for Deliveries and Services

valid from March 1, 2021

1. GENERAL TERMS AND CONDITIONS - SCOPE

1.1 These General Terms and Conditions ("GTC") shall apply to all agreements about the delivery of all goods (including but not limited to machinery, spare parts, components, upgrades, chemicals, consumable materials, wear parts, referred to hereinafter collectively as "GOODS") and the provision of all services (including but not limited to ancillary services, such as consulting, training, service and maintenance services, hereinafter collectively referred to as "SERVICES") by **Singulus Technologies (Shanghai) Ltd. Co.**

(欣革鲁士科技(上海)有限公司) (hereinafter "SINGULUS"), as well as the conclusion of such agreements or offers for such GOODS and SERVICES.

1.2 SINGULUS does not recognize the customer's ("CUSTOMER") general business terms or other terms and conditions of the CUSTOMER. The CUSTOMER's general business terms shall apply only if and to the extent that they have been expressly accepted by SINGULUS in a written contract, letter, facsimile or email.

1.3 In case of discrepancies between individual written contracts between SINGULUS and CUSTOMER (SINGULUS and the CUSTOMER are subsequently individually referred to as "PARTY" and jointly as the "PARTIES") and these GTC, the individual contracts shall prevail.

1.4 Any reference to the ICC INCOTERMS shall be considered a reference to the INCOTERMS definitions as they stand at the time of the reference. In case of any contradiction between ICC INCOTERMS and these GTC, the latter shall take precedence.

2. OFFERS / CONTRACTS

2.1 Offers made by SINGULUS are non-binding, unless SINGULUS indicates otherwise expressly and in writing in the offer.

2.2 CUSTOMER orders only become binding contracts upon written confirmation of the respective order by SINGULUS, even if they refer to a preceding offer by SINGULUS. Until written confirmation, SINGULUS reserves the right to make changes to its offer.

2.3 In case an order of the CUSTOMER refers to an offer by SINGULUS or SINGULUS makes changes to an offer, the confirmation of SINGULUS shall refer to the latest offer made by SINGULUS and the content of the contract between the PARTIES shall be according to such latest offer, where it deviates from an order by a CUSTOMER.

2.4 If the confirmation by SINGULUS deviates from the order of the CUSTOMER and the CUSTOMER does not agree, the CUSTOMER shall reject the confirmation in writing (by letter, fac-

交付与服务 通用条款和条件

自 2021 年 3 月 1 日起生效

1、通用条款和条件 - 适用范围

1.1、本通用条款和条件("通用条款和条件")适用于:与欣革鲁士科技(上海)有限公司(以下简称"SINGULUS")交付任何货物(包括但不限于机械、备件、部件、升级件、化学品、耗材、易损件,以下统称为"货物")、及其提供任何服务(包括但不限于咨询、培训、维护和维修服务及配套服务,以下统称为"服务")有关的一切协议,以及涉及此类货物和服务的协议或报价的订立事宜。

1.2、SINGULUS 不会承认客户(以下称为"客户")的通用业务条款或客户提供的其他条款和条件。只有在 SINGULUS 通过书面合同、信函、传真或电子邮件明确接受的情况下,客户的通用业务条款方才适用。

1.3、如果 SINGULUS 和客户(以下单独称为"一方",合称为"双方")之间达成的个别书面合同与本文通用条款和条件之间存在任何偏差,则皆以个别合同内容为准。

1.4、凡是提及国际商会《国际贸易术语解释通则》(ICC INCOTERMS)之处应指:在提及该等术语之时生效的《国际贸易术语解释通则》版本。如果国际商会《国际贸易术语解释通则》与本通用条款和条件之间存有任何矛盾之处,皆应以后者为准。

2、报价/合同

2.1、除非 SINGULUS 在其报价中另有明确的书面指示,否则, SINGULUS 给出的此类报价不具有任何约束力。

2.2、即使客户的订单提及 SINGULUS 先前提提供的报价,也只有当 SINGULUS 书面确认客户订单之后,相应订单才能成为具有约束力的合同。SINGULUS 在以书面方式确认之前,可保留对其报价进行修改的权利。

2.3、如果客户的订单提及 SINGULUS 的报价,或 SINGULUS 对报价进行了修改, SINGULUS 在确认书中必须提及 SINGULUS 的最新报价。如果该报价与客户的订单不一致,双方之间达成的合同内容应依据最新报价进行调整。

2.4、如果 SINGULUS 确认的价格与客户订单不一致,且客户不接受新的报价,客户应在收到确认后的一周内以书面形式(信函、传真或电子邮

simile or email) within one week upon receipt of the confirmation, in which case the PARTIES are not bound to the contract. Otherwise, the PARTIES concluded a contract according to the confirmation, where the latest offer by SINGULUS prevails over deviations in the order by CUSTOMER as provided for in Clause 2.3.

- 2.5 Verbal agreements, as well as contract changes or amendments only become binding upon confirmation by SINGULUS in a written contract, letter, facsimile or email.
- 2.6 Technical data, prices, figures and other information contained in catalogues, brochures and flyers, as well as general information in data sheets and drawings annexed to offers are non-binding, unless otherwise stated in writing (in a written contract, letter, facsimile or email) by SINGULUS.
- 2.7 SINGULUS hereby reserves all rights, including ownership and copyright, to all offers, contracts, cost estimates, drawings, illustrations and other documents and sales materials; these items shall only be used for the contractually agreed purpose or the purpose intended for the planned contractual collaboration between the PARTIES and shall not be copied, reproduced or made available to third parties except with prior written agreement by SINGULUS. Unless explicitly confirmed in a written contract, letter, facsimile or email, SINGULUS does not grant any licenses and assigns no rights to the above.
- 2.8 SINGULUS reserves the right to change the design and, in case of a shortage of raw materials and vendor parts, to use other materials and parts which are suitable for the contractually agreed or customary purpose, as long as the CUSTOMER has no prevailing interests of which the CUSTOMER has made SINGULUS aware.
- 2.9 If no order is placed with SINGULUS, all sales materials, samples and other documents provided to the CUSTOMER shall be returned to SINGULUS, immediately and without a request of SINGULUS and at the cost of the CUSTOMER.
- 2.10 All offers and obligations on the part of SINGULUS and suppliers of SINGULUS from the Federal Republic of Germany ("Germany") are subject to the applicable public approval requirements, including the current export and import regulations of Germany or of the People's Republic of China ("PRC"), and are subject to issuance of the required authorisations. In case German authorities or PRC authorities or the laws of Germany or PRC laws do not allow export, import or provision of GOODS or SERVICES or supplies required for GOODS or SERVICES, SINGULUS shall have the right to terminate any agreement with CUSTOMER and CUSTOMER shall not have the right to claim damage compensation for termination.

3. PRICES; PAYMENT TERMS

- 3.1 Unless agreed otherwise, all prices are given as EXW from SINGULUS (No. 1400 Jiangchang Road, Jingan District, Shanghai, China) in accordance with ICC INCOTERMS, excluding

件) 予以拒绝, 在这种情况下, 双方均不受合同的约束。否则, 一旦双方根据确认书签订合同, 根据第 2.3 条的规定, SINGULUS 的最新报价应优先于客户订单中的报价。

- 2.5、 双方以口头方式达成的任何协议, 合同变更或修改, 只有在 SINGULUS 通过书面合同、信函、传真或电子邮件确认之后, 才具有约束力。
- 2.6、 除非 SINGULUS (以书面合同、信函、传真或电子邮件方式) 另有书面说明, 其产品目录、手册和传单中包含的任何技术数据、价格、数字和其他信息, 以及报价中所附的数据表和图纸中的一般信息, 均不具有任何约束力。
- 2.7、 SINGULUS 在此保留: 对所有报价、合同、成本估算、图纸、例证说明及其他文件和销售材料享有的所有权利(包括所有权和版权); 此类文件和材料只能用于合同约定的目的、或双方在合同项下计划的合作事宜, 除非事先得到 SINGULUS 的书面同意, 否则, 客户不得复制、拷贝此类文件和材料、或将其提供给第三方。除非 SINGULUS 在书面合同、信函、传真或电子邮件中明确确认, 否则, SINGULUS 不会就上述文件与材料, 授予任何许可, 也不会赋予任何权利。
- 2.8、 只要客户没有告知 SINGULUS 其存在优先考虑的设计、原材料和零件, 那么, SINGULUS 则有权改变设计, 并在原材料和零件短缺的情况下, 使用其他适合合同约定或惯常用途的材料和零件。
- 2.9、 如果客户最终没有向 SINGULUS 下达订单, 那么, 即便 SINGULUS 未提出要求, SINGULUS 提供给客户的所有销售材料、样品和其他文件也须立即返还给 SINGULUS, 具体费用由客户承担。
- 2.10、 SINGULUS 及其来自德意志联邦共和国("德国")的供应商提供的所有报价和履行的所有义务均须遵守适用的公共当局审批规定, 包括: 德国或中华人民共和国("中国")的现行进出口法规, 并须获得必要的授权。如果德国当局或中国当局、或德国法律或中国法律不允许出口、进口或提供货物或服务, 或货物或服务所需的供应品, 那么, SINGULUS 将有权终止与客户的任何协议, 客户无权因协议终止而提出损害赔偿。

3、 价格; 付款条件

- 3.1、 除非另有约定, 否则, 所有价格的贸易术语均为 SINGULUS 工厂交货 (EXW, 按照国际商会《国际贸易术语解释通则》对应含义解释) (具

packaging, installation, commissioning and operation. Packaging is invoiced at cost price.

体地址：中国上海市静安区江场路 1400 号），该价格不包括包装、安装、调试和操作费。包装按成本价开具发票。

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| <p>3.2 The minimum order value for GOODS and/or SERVICES is set at 10,000.00 RMB (before tax). If the value of a CUSTOMER order is below 10,000.00 RMB (before tax), SINGULUS will charge a processing fee of 1,000.00 RMB (before tax) per order.</p> | <p>3.2、货物和/或服务的最小订单价值为人民币 10000.00 元（税前）。如果客户的订单价值低于人民币 10000.00 元（税前），SINGULUS 将按照每份订单 1000.00 元（税前）的标准收取加工费。</p> |
| <p>3.3 Prices do not include taxes, customs tariffs and duties (specifically VAT, purchase tax, consumption tax, transportation tax and similar taxes, as well as export and import duties and other duties). To the extent to which they apply and are payable by SINGULUS, these charges will be indicated separately on the invoice or billed to the CUSTOMER separately by SINGULUS. The deduction of a discount or an early payment discount is subject to express agreement from SINGULUS in a written contract, letter, facsimile or email.</p> | <p>3.3、该等价格不包括税款和关税（特别是：增值税、购置税、消费税、运输税和类似税项，以及进出口关税和其他关税）。在需要交纳、且应由 SINGULUS 支付该等税费的情况下，此类费用将在发票上单独列明，或由 SINGULUS 单独向客户开票。除非 SINGULUS 在书面合同、信函、传真或电子邮件中明确表示同意，否则，客户不得减除任何折扣或提前付款折扣。</p> |
| <p>3.4 Unless agreed otherwise, the CUSTOMER shall reimburse SINGULUS for reasonable travel and accommodation costs and expenses incurred in conjunction with the delivery of the GOODS or the provision of SERVICES.</p> | <p>3.4、除非另有约定，否则，客户应补偿 SINGULUS 与交付货物或提供服务相关的、合理产生的差旅费和住宿费。</p> |
| <p>3.5 Unless agreed otherwise, SINGULUS hereby reserves the right to change prices accordingly in case of cost increases, particularly as a result of labour contracts (employee wage and benefit increases) or increases in the cost of materials.</p> | <p>3.5、除非另有约定，SINGULUS 在此保留：在成本上涨情况下，包括但不限于劳动合同（员工工资和福利上涨）或材料成本增加的情况下，相应调整价格的权利。</p> |
| <p>3.6 Unless agreed otherwise, SINGULUS invoices GOODS upon or after delivery and SERVICES upon completion of the SERVICES.</p> | <p>3.6、除非另有约定，否则，SINGULUS 应在交货之时或交货之后开具货物发票，在服务完成之时开具服务发票。</p> |
| <p>3.7 Unless expressly agreed otherwise, the CUSTOMER shall remit payments so that the invoice amount is irrevocably credited to SINGULUS' bank account within 15 days of the invoice date. In case of an overdue payment, SINGULUS reserves the right to charge the CUSTOMER default interest at the rate of two percent (2%) above the lending rate for RMB loans set by the People's Bank of China for the period from the due date until the date of payment. In case of a partial delivery, SINGULUS shall have the right to invoice corresponding partial amounts. Unless agreed otherwise, payments shall be made in the currency shown on the relevant invoice.</p> | <p>3.7、除非另有明确约定，否则，客户汇款时须保证发票款项在发票日期后的 15 天之内，不可撤销地打入 SINGULUS 的银行账户。在逾期付款的情况下，SINGULUS 将保留向客户收取违约利息的权利，具体利率为中国人民银行规定的人民币贷款利率，外加百分之二（2%），计息期从款项到期之日，截止于付款之日。在部分交货的情况下，SINGULUS 有权开具相应部分货款的发票。除非另有约定，否则，客户须以相关发票上显示的币种进行付款。</p> |
| <p>3.8 Payments shall be made exclusively to the accounts of SINGULUS by the due date, free of charge and without any deduction.</p> | <p>3.8、客户支付的款项须在到期日之前，全额支付至 SINGULUS 的账户，SINGULUS 无需承担任何费用，且该款项亦不得被扣除任何费用。</p> |
| <p>3.9 The CUSTOMER shall only offset uncontested or accepted claims confirmed by SINGULUS in a written contract, letter, facsimile or email. The CUSTOMER is likewise only entitled to a right of retention if their claims are uncontested or legally accepted by SINGULUS in a written contract, letter, facsimile or email.</p> | <p>3.9、如客户提出索赔，只有 SINGULUS 在书面合同、信函、传真或电子邮件中确认：其对客户索赔无异议或接受该等索赔时，客户才可以就索赔款项进行抵扣。同样，只有 SINGULUS 在书面合同、信函、传真或电子邮件中，认可或依法接受客户的索赔，客户才享有扣留权。</p> |
| <p>3.10 In case of a payment delay, SINGULUS is entitled, without prejudice to any other rights, (e.g. to payment of the default interest as set out in Clause 3.7), to demand advanced payment for</p> | <p>3.10、在付款延迟的情况下，SINGULUS 有权要求客户对其尚未交付的货物和尚未提供的服务提前付款，且该等权利不会损害 SINGULUS 享有的任何其他权利（如：第 3.7 条中规定的要求客户支</p> |

deliveries not yet made and services not yet rendered and to declare all obligations from the business relationship due immediately. SINGULUS is furthermore entitled to provisionally suspend all deliveries and services until the CUSTOMER has remitted all payments due.

付违约利息的权利)，并且 SINGULUS 可以宣布业务关系中的所有债务立即到期。此外，SINGULUS 在客户汇付所有应付款项之前，有权暂时中止提供所有货物和服务。

3.11 SINGULUS shall issue an official tax fapiao within one month upon receiving payment, delivery of GOODS and/or SERVICES and confirmation of receipt of such GOODS and/or SERVICES by CUSTOMER.

3.11、SINGULUS 应在收到付款后，且货物和/或服务交付给客户、客户接受确认该货物和/或服务后的一个月内，开具正式的税务发票。

4. DELIVERIES

4、交付

4.1 SINGULUS shall make deliveries on the days indicated on SINGULUS' order confirmation. If, according to the order confirmation, the delivery is scheduled for a certain calendar week, the delivery shall take place EXW SINGULUS (INCOTERMS) on or before the Friday of that calendar week.

4.1、SINGULUS 应在其订单确认书上注明的日期，交付货物。如果根据订单确认书，SINGULUS 应在在某个公历周安排交货，那么，SINGULUS 应在该公历周的星期五或之前交付，贸易条件为 EXW SINGULUS（具体按照《国际贸易术语解释通则》解释）。

4.2 The time of delivery by SINGULUS depends on (i) the clarification of all commercial and technical issues between the PARTIES and the issuance of all required public authorisations (e.g. export authorisations), (ii) the timely fulfilment of all contractual obligations by the CUSTOMER and (iii) timely and proper delivery by SINGULUS' suppliers. SINGULUS shall immediately inform the CUSTOMER of any foreseeable delays as well as unforeseeable delays due to Force Majeure in accordance with the stipulations of Clause 16.

4.2、SINGULUS 的交货时间取决于 (i) 双方之间所有商业和技术问题的澄清情况，以及所有需要的公共当局批文的签发情况（例如出口授权），(ii) 客户是否及时履行了所有合同义务，以及 (iii) SINGULUS 的供应商是否及时、妥善地交货。如果预见到任何延误情况，SINGULUS 应立即通知客户。如有可预见的延误或因不可抗力造成不可预见的延误，SINGULUS 应按照第 16 条的规定立即通知客户。

4.3 Unless agreed otherwise expressly, delivery dates or times are just indications and no fix dates.

4.3、除非另有明确约定，交货日期或时间仅供参考，无固定日期。

4.4 Unless agreed otherwise, GOODS shall be delivered EXW from SINGULUS (No. 1400 Jiangchang Road, Jingan District, Shanghai, China) in accordance with ICC INCOTERMS. Partial deliveries are permitted. The GOODS shall be provided packaged and labelled for pick-up. If SINGULUS loads the GOODS, it does so at the risk and expense of the CUSTOMER.

4.4、除非另有约定，交付货物贸易术语为 EXW SINGULUS（中国上海市静安区江场路 1400 号）（根据国际商会《国际贸易术语解释通则》解释）。客户允许分批交货。货物应妥善包装，并贴上标签，以便客户提货。如果 SINGULUS 负责装货，装货的风险和费用皆由客户承担。

4.5 In case additional delivery costs occur to SINGULUS due to a fault of CUSTOMER, CUSTOMER shall bear such costs.

4.5、如果由于客户的过失导致 SINGULUS 发生额外的交货费用，客户应承担此类费用。

4.6 In case an express shipment (same-day shipping) is requested for an order, SINGULUS reserves the right to charge an expedite fee in addition to the freight costs.

4.6、如果客户要求订单当日发货，那么，除运费外，SINGULUS 保留收取客户加急费的权利。

4.7 The CUSTOMER is not entitled to refuse to accept delivery in the case of negligible non-contractual quality issues. In such cases, SINGULUS is considered as having met any delivery deadline. Non-Contractual quality is considered negligible, if it does not affect the contractual use of the GOODS supplied by SINGULUS or does affect it only insignificantly.

4.7、如果出现可以忽略的合同质量偏差，客户无权拒绝收货。在这种情况下，应视作 SINGULUS 已满足任何交期要求。如果合同质量偏差不影响由 SINGULUS 供应货物在合同项下的用途，或者该等偏差仅产生影响微小影响，那么，此类合同质量偏差应认为可以忽略。

4.8 If GOODS, parts of GOODS (or spare parts) shall be replaced due to non-contractual quality for which SINGULUS is liable, then SINGULUS is entitled to replace them using comparable or similar GOODS or parts instead of the original GOODS or parts, as long as this does not im-

4.8、如果客户因为需 SINGULUS 负责的合同质量偏差，而需要更换货物、货物零件（或备件），那么，SINGULUS 有权使用相当或类似的货物或零件，来代替前述货物或零件，但是，此类更换不得损害 SINGULUS 最初提供货物在合同项下

- pair the contractual use of the GOODS as originally supplied by SINGULUS.
- 4.9 SINGULUS does not take back packing material. The CUSTOMER is obligated to properly dispose of the packaging at their own expense.
- 4.10 The CUSTOMER is aware that the delivery of GOODS may be subject to PRC and international export rules and regulations in their respectively applicable version. The CUSTOMER shall not further export GOODS received from SINGULUS, if this would result in a violation of such export rules and regulations. The CUSTOMER releases SINGULUS from any obligations under the contractual relationship in case the fulfilment of such obligations would result in a violation of PRC or international export rules and regulations. SINGULUS assumes no liability for damages that may result from the non-fulfilment of such contractual obligations and CUSTOMER shall hold harmless SINGULUS from any damage resulting from such breach of PRC and international export rules and regulations.
- 5. ASSEMBLY, MAINTENANCE AND OTHER SERVICES**
- 5.1 The provisions of Clause 5 shall apply if, based on an agreement, the GOODS supplied to the CUSTOMER by SINGULUS are to be installed, built onto machines and/or systems and commissioned, tested and/or serviced by SINGULUS at the location of the CUSTOMER or a third party (hereinafter jointly "ASSEMBLY SERVICES").
- 5.2 Clause 5 applies accordingly if SINGULUS contracts an appropriate and qualified third party in writing to provide such ASSEMBLY SERVICES and if SINGULUS commits themselves to the CUSTOMER to supervise the performance of such ASSEMBLY SERVICES by an appropriate and qualified third party contracted by the CUSTOMER.
- 5.3 The start of provision of ASSEMBLY SERVICES depends on the CUSTOMER's written confirmation to SINGULUS confirming that the CUSTOMER has made all of the required facilities available at the installation site and concluded all preparatory work in accordance with the provisions of the respective agreement, in such way that the ASSEMBLY SERVICES can begin without delay upon the arrival of SINGULUS' service personnel. SINGULUS is entitled to inspect the installation site prior to deploying their service personnel.
- 5.4 In case SINGULUS service personnel is used to maximum capacity as to the discretion of SINGULUS, the PARTIES shall schedule an appointment for the ASSEMBLY SERVICES.
- 5.5 During the implementation of ASSEMBLY SERVICES, the CUSTOMER shall ensure that the installation site remains in proper order and that the service personnel have unlimited access to the installation site and to the machine and/or system during the implementation of ASSEMBLY SERVICES, so that SINGULUS is able to provide all ASSEMBLY SERVICES without interruption. The CUSTOMER shall take
- 的用途。
- 4.9、 SINGULUS 不会回收包装材料。客户有义务自费妥善处理包装。
- 4.10、 客户承认：货物的交付可能受（分别适用于客户的）中国和国际出口法规和条例的约束。如客户出口从 SINGULUS 收到的货物，会违反此类出口规则和条例，那么，客户则不应出口。如果 SINGULUS 履行合同关系下的任何义务会导致其违反中国或国际出口规则和法规，则客户在此免除 SINGULUS 履行此类义务。SINGULUS 不对未履行此类合同义务可能造成的损害，承担任何责任，而客户应使 SINGULUS 免受因违反中国和国际出口法规和条例而招致的任何损害。
- 5、 组装、维护和其他服务**
- 5.1、 如果根据某一协议，SINGULUS 向客户提供的货物将由 SINGULUS 在客户或第三方所在地，在机器和/或系统之上安装、搭建，并由 SINGULUS 负责调试、测试和/或维护（以下统称为“装配服务”），则第 5 条规定适用。
- 5.2、 如果 SINGULUS 以书面形式与适当且符合条件的第三方签订任何合同，以提供此类装配服务，并且 SINGULUS 向客户承诺：会监督于客户签订合同的此类第三方提供的此类装配服务，则第 5 条规定适用。
- 5.3、 只有客户以书面方式向 SINGULUS 确认：客户已经在安装现场提供了所有所需的设施，并根据相关协议约定，完成了所有准备工作（并且，该等准备工作可以保证：SINGULUS 的服务人员到达之后可立即开始装配服务），SINGULUS 才可以启动装配服务。SINGULUS 有权在部署服务人员之前，检查安装现场的情况。
- 5.4、 如果 SINGULUS 认为：其服务人员目前处于无法调用状态，双方应安排预约装配服务的时间。
- 5.5、 在 SINGULUS 提供装配服务的过程中，客户须保持安装现场正常秩序，并且在装配服务的过程中，服务人员可以不受限制地进入安装现场，接触该等机器和/或系统，以便 SINGULUS 能够不间断地提供所有装配服务。客户须让该等系统停运一段时间，以便 SINGULUS 提供装配服务。

- the system out of operation for an appropriate period of time to allow ASSEMBLY SERVICES to be implemented.
- 5.6 The CUSTOMER shall provide the service personnel with a locking storage room near the installation site in which to store machine parts, tools and other materials, as well as sanitary facilities with proper lighting, heating and washing facilities.
- 5.7 Tools, devices and other assembly equipment provided by SINGULUS shall remain the sole property of SINGULUS. The CUSTOMER shall adequately assist the service personnel with transport and/or shipping of the assembly and testing equipment.
- 5.8 Statements by SINGULUS with regard to the start time, duration and completion of ASSEMBLY SERVICES are made based on the information available, to the best of SINGULUS' knowledge and are non-binding. If the provision of ASSEMBLY SERVICES is delayed due to circumstances for which SINGULUS is not liable, the CUSTOMER shall bear all reasonable costs resulting from the delay, in particular maintenance and travel costs, as well as the travel costs of the SINGULUS service personnel.
- 5.9 In case of delays, SINGULUS is entitled to dispatch their service personnel to a different location and SINGULUS shall not be responsible for any costs or additional delay occurring to return the service personnel. In case the service personnel are used up to capacity based on SINGULUS discretion, the PARTIES shall agree on a new appointment for ASSEMBLY SERVICES.
- 5.10 SINGULUS will retain ownership of all GOODS supplied and all GOODS installed by SINGULUS service personnel until SINGULUS has received the purchase price in full. However, SINGULUS shall have the right to transfer ownership in any GOODS to CUSTOMER per one-sided written declaration to CUSTOMER at any time before receipt of the full purchase price.
- 5.11 SINGULUS will implement the ASSEMBLY SERVICES in accordance with the technical planning and, if applicable, in accordance with the project or machine schematics of SINGULUS, including the required quality control and checks.
- 5.12 Products supplied to the CUSTOMER not by SINGULUS but by a third party, shall only be installed by SINGULUS service personnel with express written agreement from SINGULUS, and such installations will be invoiced separately. In this case, SINGULUS only accepts liability for the work and ASSEMBLY SERVICES performed by SINGULUS, not for the products supplied by the third party. SINGULUS shall further not be liable for any interaction of the third-party products and SINGULUS GOODS as well as any damage resulting therefrom. CUSTOMER shall indemnify and hold harmless SINGULUS from any claim of a third party based on
- 5.6、客户应在安装现场附近为服务人员提供一个上锁的储藏室，用于存放机器零件、工具和其他材料，并提供带有适当照明、加热和清洗设施的卫生清洁设施。
- 5.7、SINGULUS 提供的工具、装置和其他装配设备应为 SINGULUS 独家所有的财产。客户应充分协助服务人员运输和/或装运用于组装和测试的设备。
- 5.8、SINGULUS 根据其目前所知的信息，就装配服务的开始时间、持续时间和完成作出声明，此类声明不具约束力。如果 SINGULUS 因为其无需担责的情况而延迟提供装配服务，那么，客户应承担因延迟而产生的所有合理费用，包括但不限于维护和差旅费用，包括 SINGULUS 服务人员的差旅费用。
- 5.9、如果出现延误，SINGULUS 有权将其服务人员派遣到不同的地点，并且 SINGULUS 不对服务人员返回造成的任何费用或额外延误负责。如果 SINGULUS 认为已经无服务人员可以调遣，双方应就重新预约装配服务达成一致的意见。
- 5.10、在 SINGULUS 收到全部货款之前，SINGULUS 将保留 SINGULUS 提供货物、其服务人员安装货物的所有权。但是，SINGULUS 有权在收到全部货款之前的任何时候，根据向客户发出单方面书面声明，将任何货物的所有权转让给客户。
- 5.11、SINGULUS 将根据技术计划实施装配服务，并且在适用情况下，SINGULUS 还将根据其项目或机器示意图（包括所需的质量控制和检查）实施装配服务。
- 5.12、对于由第三方、而非由 SINGULUS 向客户提供的产品，只有在 SINGULUS 服务人员取得 SINGULUS 明确书面同意的情况下，才会进行安装，并且此类安装服务将单独开具发票。在这种情况下，SINGULUS 只对 SINGULUS 承接的工作和装配服务承担责任，而不会对第三方提供的产品承担责任。SINGULUS 不会对第三方产品和 SINGULUS 货物之间的任何相互反应以及由此造成的任何损害承担任何责任。客户应保障 SINGULUS 免受第三方就货物和此类第三方产品之间的相互反应提出的任何索赔。

- the interaction between GOODS and such third-party products.
- 5.13 The SERVICES provided by SINGULUS service personnel at the installation site and the corresponding work hours shall be confirmed by the CUSTOMER on a daily basis, and at the very least on a weekly basis, in a service report provided by SINGULUS, of which the CUSTOMER shall have the right to retain a copy. In case the CUSTOMER does not confirm the hours, SINGULUS will send the hours to CUSTOMER. CUSTOMER shall be deemed as having confirmed such working hours, unless the CUSTOMER objects by letter, facsimile or email within one week.
- 5.14 SINGULUS shall not be held liable for any non-contractual quality, defects and/or damage resulting from any action or omission on the part of the CUSTOMER, its employees and agents (e.g. incorrect operation, use of the wrong chemicals or consumable materials), nor for any non-contractual quality, defects and/or damage which is not caused by SINGULUS' fault.
- 5.15 The CUSTOMER shall assist SINGULUS in finding appropriate room and board for the service personnel near the installation site for the duration of the ASSEMBLY SERVICES.
- 5.16 In case of an illness, accident, kidnapping or death of service personnel, the CUSTOMER shall immediately inform SINGULUS. The CUSTOMER shall ensure the immediate and qualified medical treatment, transportation to hospital, etc. and shall cover all related costs and expenses in advance. The CUSTOMER shall also assist SINGULUS in clarifying the issue and co-ordinating with local authorities and facilities. SINGULUS shall reimburse to the CUSTOMER any reasonable resulting costs and expenses upon request. For the avoidance of doubt, the CUSTOMER under no circumstances shall pay any bribes to any authorities, including state owned enterprises or political parties etc.
- 5.17 The CUSTOMER shall be responsible for labour safety and health of the service personnel on the CUSTOMER's site or a third parties' site designated by the CUSTOMER for ASSEMBLY SERVICE. The CUSTOMER shall indemnify and hold harmless SINGULUS from all claims by an employee of SINGULUS brought forward due to a work-related accident on the CUSTOMER's site or a third parties' site designated by the CUSTOMER for ASSEMBLY SERVICE.
- 5.18 During the performance of SERVICES on CUSTOMER's site CUSTOMER shall not require SINGULUS personnel to perform any work beyond the scope agreed in the contract by CUSTOMER and SINGULUS and to perform work that does not meet the job category respectively qualification of the personnel performing the SERVICES.
- 5.19 Unless otherwise defined in a contract, SINGULUS cannot guarantee the time of arrival of its personnel on CUSTOMER's site.
- 5.13、客户每天在 SINGULUS 提供的服务报告中应确认：SINGULUS 服务人员在安装现场提供的服务和相应的工时，并且，客户每周至少应在 SINGULUS 提供的服务报告中进行一次确认，客户有权保留该报告的副本。如果客户没有确认工时，SINGULUS 将把工时发送给客户。除非客户在一周之内通过信函、传真或电子邮件提出异议，否则客户应被视为已确认该工时。
- 5.14、如果因客户、其员工和代理人的任何作为或不作为（例如不正确操作、使用错误的化学品或耗材）SINGULUS 无需担责，对于因 SINGULUS 过错以外原因引起的任何合同质量偏差、缺陷和/或损坏，SINGULUS 也无需担责。
- 5.15、在 SINGULUS 提供装配服务期间，客户应协助 SINGULUS 为服务人员在安装现场附近寻找合适的食宿。
- 5.16、如果服务人员生病、招致事故、被绑架或死亡，客户应立即通知 SINGULUS。客户应确保及时为其提供合格的医疗处置、将其送往医院等，并应预先支付所有相关费用和开支。客户还应协助 SINGULUS 澄清问题，并与当地主管当局和机构进行协调。SINGULUS 应在客户要求的情况下，为客户报销任何合理的成本和费用。为免生疑问，在任何情况下客户都不得向任何当局（包括：国有企业或政党等）行贿。
- 5.17、客户应负责在客户现场或客户指定的第三方装配服务现场的服务人员的作业安全和健康。如果在客户现场、或客户指定用于装配服务的第三方现场发生工伤事故，而导致 SINGULUS 的员工提出索赔，那么，客户应赔偿 SINGULUS，使其免受该等索赔招致的损失。
- 5.18 在客户现场服务期间，客户不得要求 SINGULUS 人员进行超出客户和 SINGULUS 合同约定范围之外的任何工作，并且不得要求 SINGULUS 人员进行不符合其工作资质类别的服务内容。
- 5.19 除非合同另有规定，否则 SINGULUS 无法保证其人员到达客户现场的时间。

6. TRAINING

- 6.1 The provisions of Clause 6 shall apply if a separate agreement stipulates that a training course shall take place at the SINGULUS facility, at the facility of a sub-supplier of SINGULUS or at the CUSTOMER's facility.
- 6.2 SINGULUS shall set a date on which to train the CUSTOMER's personnel. If the CUSTOMER's technicians do not attend their training course, their training shall be considered to have been fulfilled. If the training takes place with fewer than the agreed number of CUSTOMER technicians, the CUSTOMER shall not have the right to request any additional training times.
- 6.3 The claim to a training course expires 6 months after conclusion of contract, unless agreed otherwise.
- 6.4 Regardless of where a training course shall take place as per the separate agreement, the cost for travelling of the CUSTOMER's employees, as well as the cost of their room and board and all wage costs and ancillary wage costs or other expenses and taxes for the duration of the training shall be borne by the CUSTOMER.
- 6.5 The CUSTOMER shall be responsible for labour safety and health of the personnel on the CUSTOMER's site for training. The CUSTOMER shall indemnify and hold harmless SINGULUS from all claims by an employee of SINGULUS brought forward due to a work-related accident on the CUSTOMER's site.

7. WARRANTY CLAIMS / PRESERVATION OF PROOF

- 7.1 The CUSTOMER shall diligently inspect ("Incoming Inspection") all GOODS, for visible damages and according to industry and PRC national standard and keep the results of such Incoming Inspection. The Incoming Inspections shall be carried out immediately upon delivery and completed within a period of five working days from the date of delivery ("Inspection Period").
- 7.2 If CUSTOMER has not brought forward a claim in the Inspection Period, the GOODS shall be deemed to be free of defects and in accordance with contractually agreed quality in regard to all defects and non-contractual quality, which could have been found during the Incoming Inspection.
- 7.3 Unless agreed otherwise, the warranty period for the GOODS supplied shall be 12 months from the date of delivery ("Warranty Period").
- 7.4 CUSTOMER shall claim any non-contractual quality within the Warranty Period. Subsequently to the Warranty Period the GOODS shall be deemed as having contractual quality and being delivered free of defects. CUSTOMER shall not have the right to claim any further non contractual quality of the GOODS after the Warranty Period.
- 7.5 For customer claims which target compensation for bodily harm or injury to health due to a defect for which SINGULUS is liable or which are based on intent or gross negligence on the part

6、 培训

- 6.1、 如果根据另行达成的协议规定，培训地点应位于 SINGULUS 的工厂、SINGULUS 供应商的工厂或客户的工厂，那么，第 6 条的规定应适用。
- 6.2、 SINGULUS 应设定培训客户人员的日期。即便客户的技术人员没有参加针对他们的培训课程，那么，他们的培训也应视为已完成。如果培训人数少于双方约定的客户技术人员人数，那么，客户无权要求在其他时间另行进行培训。
- 6.3、 除非另有约定，否则，客户应在合同签订后 6 个月之内提出培训请求。
- 6.4、 无论根据另行签订的协议规定在何处进行培训，客户皆应承担客户员工的差旅费、食宿费用、以及培训期间的所有工资成本和附加工资成本，或其他费用和税款。
- 6.5、 客户应对客户现场培训人员的作业安全和健康负责。如果在客户现场发生工伤事故，而导致 SINGULUS 的员工提出索赔，那么，客户应赔偿 SINGULUS，使其免受该等索赔招致的损失。

7、 质保索赔/证据保存

- 7.1、 客户应根据行业标准和中国国家标准，认真检查（“进货检验”）所有货物是否存在可见的损坏，并保存进货检验的结果。客户应在交货之后立即执行进货检验，并在交货后的五个工作日内（“检验期”）完成进货检验。
- 7.2、 对于在进货检验中可以发现的缺陷和质量合同质量偏差而言，如果客户在检验期内未提出索赔，则货物应被视为不存在缺陷，并符合合同约定的质量标准。
- 7.3、 除非另有约定，所供货物的质保期应为交货之日起 12 个月（“质保期”）。
- 7.4、 客户应在质保期内就任何合同质量偏差提出索赔。在质保期结束之后，货物应被视为符合合同质量标准，在交付之时无缺陷。在质保期后，客户无权对货物的任何合同质量偏差提出索赔。
- 7.5、 客户可以在 2 年的法定期限内，对因 SINGULUS 应担责的缺陷，或因 SINGULUS 的故意或重大过失行为，而导致任何人身伤害或健康伤害，提出索赔。SINGULUS 不对以下任何

of SINGULUS, the 2-year statutory period shall apply. SINGULUS shall not be responsible for non-contractual quality, defects or damage resulting from any of the following causes: (1) Normal wear, normal abrasion or corrosion (including the consumption of substrates and dies or other raw, auxiliary or operating materials), (2) Incorrect or negligent treatment or incorrect installation or commissioning by the CUSTOMER or a third party, (3) Failure to perform maintenance or cleaning at all or on time, (4) Subjection to stresses higher than those specified by SINGULUS, (5) Use of inappropriate parts and materials, (6) Improper condition of CUSTOMER buildings (including the required connections and supply lines) or (7) Other natural or unnatural influences not caused by SINGULUS.

SINGULUS is excluded from liability if the maintenance and service instructions in the documentation supplied by SINGULUS (maintenance manual, machine documentation) are not followed or if maintenance or service work is performed incorrectly, to the extent that this leads to damage. If a defect is caused by an action or omission on the part of the CUSTOMER or a third party, SINGULUS cannot be held liable for this defect or non-contractual quality of the GOODS if not otherwise stipulated by Tort Law.

- 7.6 Defective GOODS or defective parts of GOODS shall be shut down immediately and, after consultation with SINGULUS, taken out of the system or out of running operation if their continued functioning or use can foreseeably cause damage. In case of doubt, the CUSTOMER shall immediately shut off the system to avoid further damage and consult with SINGULUS as to how to proceed.
- 7.7 CUSTOMER claims for non-contractual quality are excluded in case of negligible non-contractual quality. A negligible non-contractual quality is one that does not affect the contractual use of the GOODS supplied by SINGULUS or affects it only insignificantly. This does not apply to CUSTOMER claims which target compensation for bodily harm or injury to health due to a defect for which SINGULUS is liable or which are based on intent or gross negligence on the part of SINGULUS.
- 7.8 If the supplied GOODS do not comply with the contractual quality, SINGULUS shall have the right to choose, at its own discretion, to either correct the quality or supply GOODS with the agreed quality. After asserting its right to choose, SINGULUS shall have the right to change such decision at a later stage.
- 7.9 If it is not feasible to either correct the quality or supply an item free from non-contractual quality in the first place, if SINGULUS refuses to do so without justification or takes an unacceptably long time or fails to rectify the non-contractual quality after repeated attempts, the CUSTOMER can choose to either reduce the price or terminate the respective contract. SINGULUS may refuse both, to rectify the defect and to supply an item free from defects if both, the rectification

原因导致的合同质量偏差、缺陷或损坏负责：
 (1) 正常磨损或腐蚀（包括基材和模具或其他原材料、辅助材料或操作材料的消耗），(2) 客户或第三方的不正确或疏忽处理、或不正确安装或调试，(3) 未能完全或及时地进行维护或清洁，(4) 承受压力高于 SINGULUS 规定的压力，(5) 使用不当的零件和材料，(6) 客户建筑条件（包括所需的连接和供应线路）不佳，或(7) 与 SINGULUS 无关的其他自然或非自然影响。

如果客户未遵守 SINGULUS 提供的文件（维护手册、机器文件）中的维护和维修说明，或者客户以不正确方式进行维护或维修，导致任何损坏，那么，SINGULUS 不承担任何责任。如因客户或第三方的作为或不作为导致缺陷，只要侵权法未另行作出规定，SINGULUS 不对货物的该等缺陷或合同质量偏差承担任何责任。

- 7.6、缺陷货物或货物中存有缺陷的部分须立即关停，并且，如果客户在征求 SINGULUS 意见之后，可以预见到其继续运行或使用会导致损坏，那么，则应将其从系统中取出或停止运行。如有疑问，客户须立即关闭系统，以避免进一步的损坏，并就具体的处理办法咨询 SINGULUS。
- 7.7、在出现可以忽略的合同质量偏差的情况下，客户对合同质量偏差的索赔不予考虑。可以忽略的合同质量偏差是指：不影响由 SINGULUS 供应货物在合同项下的用途，或者该等问题产生影响很小的偏差。客户如对因 SINGULUS 应担责的缺陷，或因 SINGULUS 的故意或严重过失行为，而导致任何人身伤害或健康伤害，提出索赔，那么，可以忽略的合同偏差不适用。
- 7.8、如果所提供的货物不符合合同质量，SINGULUS 有权自行选择进行质量整改或提供符合合同质量的货物。在作出选择后，SINGULUS 亦有权在后续阶段改变这一决定。
- 7.9、如果 SINGULUS 首先无法整改或提供无合同质量偏差的产品，或 SINGULUS 无正当理由拒绝整改或提供无合同质量偏差的产品，或 SINGULUS 在整改或提供无合同质量偏差的产品方面耗费的时间超出客户可以接受的标准，或在 SINGULUS 反复尝试之后仍未能纠正合同质量偏差，那么，客户可以选择要求降价或终止相关合同。如果整改缺陷和提供无缺陷产品，不具有成本效益，那么，SINGULUS 可拒绝整改缺

of the defect as well as the supply of an item free from defects is possible only at disproportionate costs. In this case, the CUSTOMER may also reduce the price or terminate the respective contract.

陷以及提供无缺陷产品。在这种情况下，客户也可以要求降价或终止相关合同。

7.10 In case CUSTOMER claims for defects or non-contractual quality, CUSTOMER shall present the GOODS and the report regarding Incoming Inspection to SINGULUS. In case SINGULUS is not able to verify the claim of non-contractual quality or defect on the respective GOODS, due to the GOODS not being preserved by CUSTOMER, the GOODS shall be deemed as having contractual quality and being free of defects.

7.10、如果客户对缺陷或合同质量偏差提出索赔，客户应向 SINGULUS 提交货物和进货检验报告。如果由于客户未保存货物，SINGULUS 无法核实相应货物的合同质量偏差或缺陷，那么，该等货物应被视为符合合同质量且无缺陷。

8. DECONTAMINATION

8、除污

8.1 The CUSTOMER is aware that certain GOODS supplied by SINGULUS may be contaminated due to contact with chemicals or hazardous materials during the production process and that contact with such contaminated GOODS is or can be harmful to health.

8.1、客户承认：在生产过程中接触化学品或危险材料，SINGULUS 供应的某些货物可能会受到污染，并且接触此类受污染的货物会危害健康或可能危害健康。

8.2 In case of doubt, if there is any suspicion of contamination of GOODS, the CUSTOMER shall inform SINGULUS immediately and prevent its employees or other persons from unprotected exposure to these GOODS until they receive appropriate confirmation from SINGULUS, stating that contact with these GOODS is not hazardous or explaining which safety precautions should be taken before such contact.

8.2、如客户怀疑任何货物受到污染，客户须立即通知 SINGULUS，并且在他们收到 SINGULUS 确认：接触这些货物没有危险，或在接触之前应采取安全预防措施之前，客户必须防止其员工或其他人员在未受到保护的情况下接触这些货物。

8.3 If contaminated or potentially contaminated GOODS are to be repaired or replaced under the warranty, the CUSTOMER shall inform SINGULUS immediately before further measures are taken. Upon receipt of such notification, SINGULUS shall decide whether or not these GOODS will need to be decontaminated and whether the decontamination should take place at the CUSTOMER's facility or whether the contaminated GOODS should be brought as hazardous materials to SINGULUS or another location determined by SINGULUS for decontamination. The CUSTOMER shall not undertake the transport of contaminated or potentially contaminated GOODS without the prior agreement from SINGULUS by letter, facsimile or email. The CUSTOMER shall clearly mark contaminated GOODS or potentially contaminated GOODS as "contaminated GOODS" until final clarification of the further proceeding with SINGULUS to prevent damage to third party property or persons caused by such contamination.

8.3、如果受污染或可能受污染的货物需要根据质保条款进行维修或更换，客户须在采取进一步措施之前立即通知 SINGULUS。收到此类通知后，SINGULUS 应决定是否需要对这些货物进行除污，除污是否应在客户的工厂中进行，或者被污染的货物是否应作为危险材料带到 SINGULUS，或在 SINGULUS 确定的其他地点进行除污。未经 SINGULUS 以信函、传真或电子邮件事先同意，客户不得运输受污染或可能受污染的货物。客户应将受污染的货物或可能受污染的货物明确标记为“受污染货物”，直到与 SINGULUS 明确进一步处理程序，以防止此类污染对第三方财产或人员造成损害。

8.4 If contaminated or potentially contaminated GOODS are brought to SINGULUS upon instruction, the CUSTOMER is absolutely required to affix a correctly completed declaration according to the applicable laws and regulations visibly indicating the contamination on the outside of the packaging and containing the required safety precautions and instructions. Only if contamination can be safely excluded is it sufficient to state in the documents to be annexed that there is no contamination and, in this case, to attach no further declaration.

8.4、如果客户根据指示，需将受污染或可能受污染的货物带到 SINGULUS，客户绝对需要根据适用法律和法规，随货物附上妥为填写的声明，在包装外部明显位置标明该等污染，并包含所需的安全预防措施和说明。只有在可以安全排除污染的情况下，客户才可以在所附文件中声明没有污染，并且在这种情况下，客户无需附加其他声明。

8.5 If there are no documents provided with the GOODS, or if the documents are not correctly

8.5、如果客户未随货物提供文件，或者如果此类文件未经妥善填写或盖章，SINGULUS 将要求客户

- completed or not properly affixed, SINGULUS will request them separately. If, even after making such a request, SINGULUS still does not receive the necessary documents, SINGULUS is entitled to send the GOODS to a specialist for decontamination and charge the costs to the CUSTOMER.
- 8.6 If the CUSTOMER takes decontamination measures without prior agreement from SINGULUS by letter, facsimile or email, SINGULUS is exempt of all warranty obligations with regard to the affected GOODS.
- 8.7 If, due to exceptional circumstances in an individual case, it has not been agreed otherwise, the costs of decontamination and transport of the contaminated or potentially contaminated GOODS shall be borne by the CUSTOMER.
- 8.8 In case CUSTOMER does not comply with this Clause 8 and therefore property is damaged or human beings are harmed or such damage to property or human beings based on contamination of GOODS occurs due to CUSTOMER's fault, CUSTOMER shall bear liability and shall hold harmless and indemnify SINGULUS.
- 9. LIMITATION OF LIABILITY**
- 9.1 SINGULUS is liable – irrespective of the legal basis – only for damage caused by an intentional or grossly negligent breach of duty on the part of SINGULUS or a representative or agent of SINGULUS.
- 9.2 If SINGULUS is held liable, despite the lack of gross negligence and intent, the liability of SINGULUS shall be limited to (1) the damage which could be typically expected in the specific situation or (2) the specific order value. The lower amount is applicable.
- 9.3 In any case, SINGULUS shall not be liable for indirect or consequential damage including, but not limited to lost profit, production downtimes as well as other collateral damage (i.e. damages to any assets other than the GOODS).
- 9.4 Compensation claims in accordance with the PRC laws and regulations with regard to product liability, liability for injury to life, body or health caused by an intentional or grossly negligent breach of duty on the part of SINGULUS or a legal representative or agent of SINGULUS and liability for the lack of contractually described characteristics as well as liability for tort shall remain unaffected.
- 9.5 CUSTOMER shall indemnify and hold harmless SINGULUS from claims of third parties based on GOODS and SERVICES as delivered to CUSTOMER, unless such claims are based on gross negligence or wilful misconduct by SINGULUS.
- 9.6 These limitations of liability also apply in favour of the employees and agents of SINGULUS.
- 10. RETENTION OF TITLE, INSURANCE**
- 10.1 SINGULUS shall retain ownership of the GOODS supplied until the agreed purchase price of the GOODS in question is received in
- 重新提供。如果 SINGULUS 在提出此类请求后，仍未收到必要的文件，SINGULUS 有权将货物发送给专业机构进行除污，并向客户收取费用。
- 8.6、如果客户在事先未取得 SINGULUS（以信函、传真或电子邮件方式）同意的情况下采取除污措施，SINGULUS 对受影响货物不再承担任何质保义务。
- 8.7、如果在个别特殊情况下，双方未达成一致意见，受污染或可能受污染货物的除污和运输费用则皆由客户承担。
- 8.8、如果客户未遵守第 8 条的规定，从而造成财产损失或人身伤害，或因客户过错，出现货物污染造成的财产损失或人身伤害，客户应承担赔偿责任，并应赔偿 SINGULUS，使其免受索赔。
- 9、 责任范围**
- 9.1、 无论依据何种法律，SINGULUS 仅对因 SINGULUS 或其代表人或代理人的故意或严重过失性失职行为而造成的损害承担责任。
- 9.2、 如果 SINGULUS 在没有严重过失和故意行为的情况下仍需承担责任，那么，SINGULUS 的责任应限于（1）在特定情况下通常可预期的损害，或（2）具体订单的价值。具体以较低金额者为准。
- 9.3、 在任何情况下，SINGULUS 不对任何间接性或后果性损害承担责任，包括、但不限于：利润损失、停产以及其他附带损害（如对货物以外任何资产的损害）。
- 9.4、 客户仍有权根据中华人民共和国法律、法规，就产品责任、因 SINGULUS 或其法定代表人或代理人的故意或严重过失性失职行为而造成的人身伤亡或健康损害责任，以及为满足合同规定的责任以及侵权责任，提出任何赔偿。
- 9.5、 客户应赔偿 SINGULUS、并使其免受因第三方因 SINGULUS 交付给客户的货物和服务而提出的索赔，但是如此类索赔因 SINGULUS 的严重过失或故意不当行为所致，则不在此列。
- 9.6、 该等责任限制条款也适用于 SINGULUS 的员工和代理人。
- 10、 所有权保留、保险**
- 10.1、 在 SINGULUS 收到相关货物的全部约定货款之前，SINGULUS 应保留所供货物的所有权。如果客户将该等货物进行加工、装入或混入不属于

full. If the GOODS are processed to, built into or mixed with other objects which do not belong to SINGULUS, then SINGULUS shall have co-ownership of the new or different objects in proportion to the invoice value of the GOODS supplied under retention of title in relation to the invoice value of the other materials.

- 10.2 The CUSTOMER is obligated to handle the supplied GOODS with the required care until they have been paid for in full, as per Clause 10.1, and the warranty period has expired as per Clause 7.3, whichever is later.

Until the above-mentioned time, the CUSTOMER is also obligated to maintain the GOODS supplied by SINGULUS in good condition, to use them only for the contractually agreed purpose and to keep them at the agreed delivery address or at a delivery address known to SINGULUS and not to move them to a different location without prior approval from SINGULUS.

In particular, the CUSTOMER is obligated to insure the GOODS at its own expense against breakage, fire, water and theft and to provide proof of this insurance upon request within a reasonable period of time. Otherwise, SINGULUS shall have the right to take out such an insurance policy at the expense of the CUSTOMER. Until the purchase price is paid in full, the CUSTOMER shall assign their claims from this insurance to SINGULUS. SINGULUS accepts the assignment.

- 10.3 The CUSTOMER shall without delay inform SINGULUS in writing (by letter, facsimile or email) of any seizure of the GOODS supplied by SINGULUS under retention of title and any other interventions by third parties, including insolvency administrators or temporary insolvency administrators, as well as of any theft of and damage to GOODS, so that SINGULUS can potentially take appropriate judicial and extra-judicial measures. Upon consultation with SINGULUS, the CUSTOMER shall also take such measures – to the extent necessary – or assist SINGULUS in implementing these measures to the best of their ability. If the third party is not able to compensate SINGULUS for the costs of such judicial or extra-judicial measures, the CUSTOMER shall be held liable to SINGULUS for the resulting damages. In case of failure of the CUSTOMER to inform SINGULUS of the above-mentioned action, CUSTOMER shall be liable for any damage to SINGULUS resulting from such delay.

- 10.4 If the retention of title as per the provisions above is not valid or not enforceable according to the law in the place where the affected GOODS are located, the retention of title shall be retroactively replaced by whichever securing agreement is valid and enforceable in the location in question and comes as close as possible to the provisions above. The CUSTOMER is obligated to cooperate with all measures (e.g. signing documents before a notary, authorities or institutions) which are required to allow and uphold this securing agreement or a retention of title in accordance with the applicable provisions

SINGULUS 的其他物品之中，那么，SINGULUS 应其可保留所有权的货物发票价值与其他材料的发票价值的比例，对该新物品或其他物品拥有共同所有权。

- 10.2、客户有义务按照第 10.1 条的规定在客户全额付清货款前，并且按照第 7.3 条的规定在质保期期满之前（具体以较晚者为准），认真处理 SINGULUS 所提供的货物。

在上述时间之前，客户还有义务保持 SINGULUS 供应的货物处于良好状态，仅用于合同约定之目的，并将其保存在约定的交货地点或 SINGULUS 已知的交货地点，未经 SINGULUS 的事先批准，客户不得将其转移至其他地点。

特别是，客户有义务自费为货物投保破碎险、火灾、水险和偷窃险，并应根据 SINGULUS 的要求，在合理的时间内提供该保险的证明。否则，SINGULUS 有权购买此类保险单，具体费用则由客户承担。在全额支付货款之前，客户应将其在保险中获得的理赔转给 SINGULUS。SINGULUS 接受该等款项的转移。

- 10.3、如果 SINGULUS 提供的、保留所有权的货物被扣押，被其他第三方（包括：破产管理人或临时破产管理人）干预，或货物被盗窃和损坏，那么，客户须立即以书面形式（通过信函、传真或电子邮件）通知 SINGULUS，以便 SINGULUS 能够采取相关司法措施和法外措施。在征求 SINGULUS 意见之后，客户还应采取必要的措施，或尽最大努力协助 SINGULUS 施行该等措施。如果第三方无法补偿 SINGULUS 因司法或法外措施产生的费用，客户应承担 SINGULUS 因此产生的费用。如果客户未能将上述期间通知 SINGULUS，客户应对此类延误给 SINGULUS 造成的损害承担责任。

- 10.4 如果根据受影响货物所在地的法律，上述所有权保留条款被认定为无效，或者 SINGULUS 据此法律无法保留所有权，那么，应以该等地点有效且可执行的担保协议，以可追溯的形式，作为保留所有权的代替方式，并且该等协议条款必须尽可能接近上述规定。为保证根据相关地区的适用规定，可以订立担保协议并支持保留所有权，客户有义务配合采取所有必要的措施（如在公证人、当局或机构面前签署文件）。

in the location in question.

- 10.5 The CUSTOMER hereby grants SINGULUS the irrevocable and unlimited right to access the premises of the CUSTOMER for the purpose of implementing their retention of title over the items supplied and spare parts, in particular for the purpose of picking them up.
- 10.6 SINGULUS shall have the right to transfer the property in the GOODS at any time to CUSTOMER per one-sided written declaration of SINGULUS to CUSTOMER.

11. TRANSFER OF RISK

- 11.1 The risk of accidental damage or accidental destruction of the GOODS shall be transferred to the CUSTOMER, as per the provisions of the applicable ICC INCOTERMS, for EXW deliveries from the SINGULUS facility (No. 1400 Jiangchang Road, Jingan District, Shanghai, China), unless a different INCOTERM has been agreed. This also applies if SINGULUS loads the GOODS and has initially covered the transport cost or other services.
- 11.2 If the shipping of GOODS is delayed for reasons on which SINGULUS has no influence, the risk is transferred to the CUSTOMER, as soon as the latter receives notification from SINGULUS that the GOODS are ready for pick-up.
- 11.3 In case SINGULUS is responsible for delivery of GOODS due to an individual agreement with CUSTOMER and the delivery fails due to reasons, which SINGULUS has no influence over, the risk of accidental damage or accidental destruction of the GOODS shall transfer to the CUSTOMER upon first attempt to deliver the GOODS.

12. CONFIDENTIALITY

- 12.1 The CUSTOMER is obligated to maintain confidentiality over and refrain from making public or accessible to third parties, in particular competitors of SINGULUS, all technical and commercial information including, but not limited to the hardware and the technical/chemical processes taking place therein, the technical documentation and software of the supplied GOODS and SERVICES (e.g. compositions, drawings, applications, methods, chemical formulas, recipes, etc.) and other information, including technical and commercial trade secrets which are either classified as confidential or should be considered confidential due to the circumstances under which they were made available or made known to the CUSTOMER (referred to hereinafter as "CONFIDENTIAL INFORMATION"). Through this confidentiality clause, the CUSTOMER specifically shall not
- pass CONFIDENTIAL INFORMATION to third parties or make it accessible to third parties, in particular competitors of SINGULUS in particular by showing them layouts, diagrams, specifications, user manuals or other documentation containing CONFIDENTIAL INFORMATION; and
 - reveal the GOODS and their functions to third parties, in particular competitors of

- 10.5、为了使 SINGULUS 有权保留所提供货物和备件的所有权（特别为收回该等货物和备件），客户在此授予 SINGULUS 一项不可撤销且无限制的进入客户场所的权利。

- 10.6、根据单方的书面声明，SINGULUS 有权在任何时候，将货物中的所有权转让给客户。

11、 风险转移

- 11.1、除非双方同意采用其他版本的国际商会《国际贸易术语解释通则》，否则，根据适用版本《国际贸易术语解释通则》，对于以 EXW 条件交付的货物，其货物意外损坏或意外毁坏的风险应从 SINGULUS 工厂（中国上海市静安区江场路 1400 号）交付后，即转移给客户。本条规定也适用于 SINGULUS 装货的情况，并已涵盖 SINGULUS 提供运输或其他服务的情况。
- 11.2、如果货物因 SINGULUS 无关的原因而延迟发运，一旦客户收到 SINGULUS 发出可以提货的通知，风险则视为转移给客户。
- 11.3、如果因与客户另行达成的约定，SINGULUS 负责交付货物，但是由于与 SINGULUS 无关的原因导致交付失败，则货物意外损坏或意外毁坏的风险应在首次计划交付之时，转移给客户。

12、 保密条款

- 12.1、客户有义务对一切技术和商业信息予以保密，不得公开披露，或允许任何第三方（特别是 SINGULUS 竞争对手）获取该等信息，该等信息包括但不限于：硬件和其中的技术/化工流程、所提供货物和服务的技术文件和软件（例如成分、图纸、应用、方法、化学配方等），被归类为保密信息的其他信息（包括技术和商业秘密），或者根据向客户提供这些信息或使客户知道这些信息的具体情况而应被视作保密信息的信息（以下称为“保密信息”）。根据该保密条款，客户不得：
- 将保密信息传递给第三方（尤其是 SINGULUS 的竞争对手），或向其展示布局、图表、规格、用户手册或其他包含保密信息的文件，从而允许第三方获取保密信息；和
 - 允许第三方在打开货物之时或零件被移除之时，或以任何其他方式检查货物或向第三方

SINGULUS, by allowing the GOODS to be inspected or presented while opened or with parts removed or in any other manner.

进行展示，从而向第三方（特别是 SINGULUS 的竞争对手）披露货物及其功能。

The CUSTOMER shall take all the appropriate and necessary measures to protect the CONFIDENTIAL INFORMATION from illegal inspection (including reverse engineering), transmission, distribution and use, but at least measures on the level the CUSTOMER takes for own confidential information. The CUSTOMER shall only make CONFIDENTIAL INFORMATION available to employees or agents who work with the GOODS and SERVICES and need the CONFIDENTIAL INFORMATION for their work. Before the CUSTOMER makes CONFIDENTIAL INFORMATION available to their employees or agents, the CUSTOMER shall inform them that the CONFIDENTIAL INFORMATION is confidential and shall be treated with the same care as proprietary CONFIDENTIAL INFORMATION and shall require them to maintain confidentiality in at least the same manner and to the same extent as specified in Clause 12.

客户应采取一切适当和必要的措施，保护保密信息，使其免受非法的检查（包括逆向工程）、传输、分发和使用，但是，客户的措施至少应达到客户针对自身保密信息所采取措施的标准。客户只能向从事货物和服务有关工作的、且因工作需要知晓的员工或代理人提供保密信息。在客户向其员工或代理人提供保密信息之前，客户应告知他们该等信息属于保密信息，必须与自有保密信息同等对待，并要求们至少以第 12 条规定的相同方式和相同程度对此予以保密。

12.2 This confidentiality agreement does not cover any CONFIDENTIAL INFORMATION which

12.2、本保密规定不适用于以下任何保密信息

- was already known to the CUSTOMER only through written materials, documentation or other evidence at the time it was made available to them by SINGULUS and this knowledge was not based on the violation of confidentiality agreements or
- was publicly available without the CUSTOMER's intervention.

- 在 SINGULUS 提供信息时，仅通过书面材料、文件或其他证据为客户所知，且客户并未以违反保密条款的方式获知该信息，或
- 无需客户干预，即可从公开渠道获得的信息。

The above exceptions in this clause shall be proven by the CUSTOMER.

客户应负责证明本条款中的上述例外情况属实。

12.3 This confidentiality agreement shall still stand once the contractual obligations between the CUSTOMER and SINGULUS have been fulfilled.

12.3、在客户和 SINGULUS 之间的合同义务得到履行之后，本保密条款仍然有效。

12.4 The CUSTOMER is obligated to protect SINGULUS and their business activity and agrees that the provision of damage compensation would only inadequately compensate for a violation of the confidentiality agreement of Clause 12. Furthermore, the CUSTOMER accepts and confirms that an existing or threatening violation of this confidentiality agreement would cause SINGULUS irreparable damage and that SINGULUS would therefore be entitled to all the legal and other claims in order to obtain an interim injunction against the existing or impending violation of this confidentiality agreement if SINGULUS can demonstrate that the violation can result in damage without being required to prove actual damage.

12.4、客户有义务保护 SINGULUS 及其业务活动，并同意：损害赔偿的规定仅不足以补偿客户违反第 12 条保密条款所造成的损害。此外，客户接受并确认：现有的或潜在的违反本保密条款的行为将会导致 SINGULUS 招致不可挽回的损害，因此，只要 SINGULUS 必须能够证明：客户现存的或即将发生的、违反本保密条款的行为导致损害，而无需证明实际已发生该等损害，SINGULUS 就有权依据法律和其他方面提出索赔，以便针对该等违约行为获得临时禁令。

13. SOFTWARE LICENCE

13、软件许可

13.1 If software is included with the supplied items or spare parts or GOODS, SINGULUS grants the CUSTOMER the non-exclusive and non-transferable right to use this software and the associated documentation exclusively for operation and maintenance of the supplied GOODS. The CUSTOMER shall not have the right to use the software on other devices, systems or in a different manner.

13.1、如果 SINGULUS 提供的物品或备件或货物之中包含任何软件，那么，SINGULUS 授予客户使用该软件和相关文件的非独家、且不可转让的权利，客户仅可将其用于所提供货物的操作和维护。客户无权在其他设备、系统或以其他方式使用软件。

- 13.2 SINGULUS and the CUSTOMER may conclude an additional license agreement, in which case such license agreement shall prevail over these GTC.
- 13.3 The CUSTOMER shall not copy, edit, compile, decompile, reprogram, deconstruct or otherwise modify the software without the permission of SINGULUS. The CUSTOMER shall not in any way remove, destroy or otherwise modify copyright notations on the supplied items or spare parts or on the software and/or documentation.
- 13.4 The rights of the CUSTOMER to the software are limited to the rights expressly granted in these GTC or in the applicable contract in individual cases. SINGULUS reserves all rights and licences to the software which are not expressly granted to the CUSTOMER through these GTC or the applicable contract.
- 13.5 SINGULUS ensures that any software which may be included with the GOODS has been tested for compatibility with the various operating systems used by SINGULUS CUSTOMERS world-wide and confirmed as compatible. However, due to the countless possible causes for calibration difficulties between different types of software and operating systems, SINGULUS cannot be held responsible or liable if any software which may be included in the GOODS should fail to smoothly harmonise with the operating system used by the CUSTOMER.
- 13.6 CUSTOMER may have to agree to third party license agreements regarding software to use the GOODS. SINGULUS shall not be responsible or liable for such third-party software or the content of the agreements for such third-party software.
14. **COMPLIANCE**
- 14.1 The CUSTOMER represents, warrants and covenants to SINGULUS that it will:
- comply with the Code of Conduct of SINGULUS in its current version as made public from time to time at the webpage of SINGULUS (www.singulus.de) and all applicable anti-corruption and anti-bribery laws;
 - not tolerate any form of, and shall not engage directly nor indirectly in any form of corruption or bribery, and shall not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain or retain business or secure some other improper advantage;
 - notify SINGULUS as soon as possible after becoming aware of any breach of these warranties and fully cooperate with SINGULUS in clarifying the matter;
 - take reasonable steps to ensure that any of its affiliates, agents and representatives performing any activities in connection with a contract comply with the obligations under this Clause.
- 14.2 In the event a material breach of any of the warranties or undertakings under this clause has occurred or is reasonably likely to occur,
- 13.2、SINGULUS 和客户可以签订附加许可协议，在这种情况下，该许可协议应优先于本文中通用条款和条件。
- 13.3、未经 SINGULUS 的许可，客户不得复制、编辑、编译、反编译、重新编程、解构或以其他方式修改软件。客户不得以任何方式移除、销毁或修改所提供项目或备件或软件和/或文档上的版权标记。
- 13.4、客户对软件享有的权利仅限于：在本通用条款和条件中、或个别情况下的适用合同项下明确授予的权利。SINGULUS 保留：未通过通用条款和条件或适用合同明确授予客户的一切软件权利和许可。
- 13.5、SINGULUS 确保：可能包含在货物中的一切软件在与 SINGULUS 全球客户使用的各种操作系统的兼容性方面，已经过测试，并被确认为兼容。但是，鉴于无数可能原因都会导致不同类型的软件和操作系统之间的调校出现困难，因为，如果货物中可能包含的任何软件不能与客户使用的操作系统顺利兼容，SINGULUS 不会为此承担任何责任。
- 13.6、客户必须同意接受使用货物所需软件的第三方许可协议。SINGULUS 不对该第三方软件或该第三方软件的协议内容负责。
- 14、 合规
- 14.1、客户向 SINGULUS 声明、保证并承诺：
- 客户将遵守 SINGULUS 网站上 (www.singulus.de) 不时公布的最新版本《SINGULUS 行为准则》以及所有适用的反腐败和反贿赂法律；
 - 客户不得容忍任何形式的腐败或贿赂行为，不得直接或间接参与任何形式的腐败或贿赂活动，不得向政府官员或私营部门的交易对手授予、提议或承诺任何有价物品，来影响其履职行为，或获得或保留业务，或获得其他不正当好处；
 - 在发现到任何违反该等保证的行为后，客户应尽快通知 SINGULUS，并与 SINGULUS 充分合作以澄清此事；
 - 客户将采取合理的措施，确保开展与合同相关活动的任何其关联公司、代理人和代表人，亦能遵守本条款下的义务。
- 14.2、如果本条款下的任何保证或承诺已经发生重大违约，或可合理预计可能出现重大违约，那么，

SINGULUS shall have the right to terminate the respective contract with immediate effect by written notice to the CUSTOMER and the CUSTOMER shall indemnify SINGULUS for all losses incurred as a result of such occurrence.

SINGULUS 有权通过书面形式通知客户立即终止相关合同，并且，客户应赔偿 SINGULUS 因该等事件而遭受的所有损失。

15. INTELLECTUAL PROPERTY

15、知识产权

15.1 CUSTOMER shall inform SINGULUS without undue delay when an infringement of IPR is put forward by third parties. SINGULUS shall not be liable for damages due to a late notice by CUSTOMER about an infringement of IPR, which could have been avoided in case of a notice in due time. In the event that any suit, claim or demand is threatened or brought against the CUSTOMER that involves any claim that any GOODS or SERVICES supplied by SINGULUS to the CUSTOMER under these GTC infringe on any IPR of any third party, SINGULUS shall have the right, at its discretion, to take exclusive charge of the defence, at SINGULUS' own expense, of such suit, claim or demand, and of any negotiations for the settlement thereof. The CUSTOMER shall fully co-operate with SINGULUS in the defence of the actual or threatened suit, claim or demand or any negotiations or related proceedings, which SINGULUS undertakes.

15.1、当第三方提出侵犯知识产权时，客户应及时通知 SINGULUS。如果客户及时通知，本可以避免出现损失，那么，对于因客户延迟通知此类侵犯知识产权情况而造成的此类损失，SINGULUS 概不负责。如果他人对客户提起或威胁提起任何诉讼、索赔或索偿，且涉及到 SINGULUS 根据通用条款和条件向客户提供的任何货物或服务侵犯任何第三方知识产权的情况，那么，SINGULUS 有权自行决定是否全权负责应对该等诉讼、索赔或索偿的辩护工作以及相关协商工作，而相关费用由 SINGULUS 自行承担。如果 SINGULUS 承接针对他人实际或威胁提起的诉讼、索赔或索偿进行协商或辩护工作，客户应此过程中，与 SINGULUS 充分合作。

15.2 If a third party brings forward a justified claim for infringement of IPR regarding the supplied GOODS or a part thereof as proven by such third party in the PRC, SINGULUS shall, at its own expense and at its own discretion within a reasonable period of time, either obtain for the CUSTOMER the right to continue using the GOODS or the affected part thereof or to modify the GOODS or replace them with spare parts or methods which do not infringe such IPR or – in case these measures are not possible or possible only at an unreasonable cost – allow the CUSTOMER to terminate the contract. Apart from that, the limitation of liability as per Clause 9 shall apply.

15.2、如果在中国的第三方证明：SINGULUS 所供应全部或部分货物存在知识产权的侵权行为，就此提出合理的索赔，那么，SINGULUS 应在合理的时间范围内，以自费方式自行决定：为客户获得相关权利，可以继续使用全部货物或其受影响部分之货物，或者改造货物，或以不侵犯知识产权的备件或方法来替换货物，或者（如果 SINGULUS 无法采取前述措施或采取前述措施不具备成本效益）SINGULUS 允许客户终止合同。除此之外，第 9 条规定的责任限制应适用于此。

15.3 Clause 15.2 does not apply if third party rights are violated by a design provided by the CUSTOMER or a specification provided by the CUSTOMER. In this case, the CUSTOMER shall do everything in their power to assist SINGULUS in defending themselves against all claims. Furthermore, the CUSTOMER shall release and hold harmless SINGULUS from all third party claims and compensate them for all damages and costs incurred as a result of or in conjunction with the violation of third party rights.

15.3、如果客户提供的设计或客户提供的规范侵犯了第三方权利，那么，第 15.2 条的内容则不适用。在这种情况下，客户应尽其所能，协助 SINGULUS 针对所有索赔进行辩护。此外，客户应使 SINGULUS 免受所有第三方索赔，并赔偿 SINGULUS 因客户侵犯第三方权利产生的或与之相关的所有损失和费用。

15.4 The CUSTOMER shall not copy or use reverse engineering to analyse the design and construction of the GOODS or of parts of the GOODS either directly or indirectly or other CONFIDENTIAL INFORMATION.

15.4、客户不得直接或间接地复制或以逆向工程方式分析货物或部分货物的设计和构造或其他保密信息。

15.5 SINGULUS reserves the IPR to all GOODS and SERVICES including CONFIDENTIAL INFORMATION and other information including records, patterns, drawings, samples, offers, calculation models and/or layouts which are based on documents, information and/or knowledge attributable to SINGULUS or affiliate companies and similar information of material and immate-

15.5、SINGULUS 保留所有货物和服务的知识产权，其中包括：保密信息和其他信息（包括基于 SINGULUS 或关联公司的文件、信息和/或知识而编制的记录、图样、图纸、样品、报价、计算模型和/或布局，以及类似实物和非实物信息——也包括以电子、光学或磁性形式存在或位于其他数据存储介质、文件、规范、工艺流程图的信

rial kind – also those in electronic, optical or magnetic form or on other data storage media, in documents, specifications, process flow diagrams or program print-outs.

15.6 CUSTOMER shall not file any claim regarding intellectual property rights including patents for any CONFIDENTIAL INFORMATION provided to the CUSTOMER either in the PRC or worldwide and shall assert its power over affiliate companies to remove any registered intellectual property right registered by affiliate companies based on CONFIDENTIAL INFORMATION.

16. FORCE MAJEURE

16.1 Force Majeure: SINGULUS and the CUSTOMER shall be released from the obligations placed on them by the contractual relationship if it becomes impossible or unacceptable to fulfil these obligations due to Force Majeure. Force Majeure is defined as such circumstances as would permanently or temporarily render the fulfilment of contractual obligations impossible and is beyond the influence of the PARTIES, in particular: labour disputes, riots, terror, government intervention, environmental catastrophes, in as far as they influence the contractual obligations. This also applies if such circumstances befall the contractors/suppliers of the PARTIES. A PARTY is also not responsible for the above-mentioned circumstances if they occur during an existing delay. In important cases, the affected PARTY informs the other PARTY as soon as possible of the start and end of such obstacles.

16.2 The PARTIES shall jointly attempt finding a solution to minimize the damages and losses caused by Force Majeure. If the PARTIES cannot find a solution within 4 weeks after the Force Majeure event occurred, either of the PARTIES shall have the right to terminate the respective contract by written notice to the other PARTY. No PARTY is entitled to indemnity incurred by such termination.

17. APPLICABLE LAW AND ARBITRATION

17.1 These GTC and, unless explicitly agreed otherwise, all agreements and contracts between the PARTIES shall be governed by and interpreted in accordance with the laws of the People's Republic of China. The UN Convention of April 11, 1980 regarding Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 In the event a dispute arises in connection with the conclusion, interpretation or implementation of these GTC, a contract or any other agreement or any other matters between the PARTIES in connection with these GTC, or any other contract or agreement, the PARTIES shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within sixty (60) calendar days of the dispatch of a written request by any PARTY for the commencement of such discussions, the dispute shall be submitted for arbitration to the Shanghai International Arbitration Center (SHIAC) according to its then valid arbitration rules. Either PARTY shall have the right to take the initiative in such submission for final decision pursuant to the rules of proce-

息或程序打印输出信息。

15.6、客户不得对 SINGULUS 在中国或全球范围内提供给客户的任何保密信息，主张任何知识产权（包括专利），并且如果其关联公司基于保密信息注册了任何知识产权，客户应负责要求其关联公司注销此类已经注册的知识产权。

16、不可抗力

16.1、不可抗力：如果 SINGULUS 或客户因不可抗力、而无法履行合同关系赋予的义务，SINGULUS 或客户应免除履行此类义务。不可抗力被定义为：超出了双方控制范围的、可使其永久或暂时无法履行合同义务的情况，包括但不限于：能够影响合同义务履行的劳动争议、骚乱、恐怖主义活动、政府干预、环境灾难。如果双方的承包商/供应商招致不可抗力，本条规定亦适用之。如果上述情况发生在现有的延误期间，那么一方也无需为此担责。在重要情况下，受影响的一方应尽快通知另一方此类不可抗力的开始和结束时间。

16.2、双方应共同努力寻找解决方案，将不可抗力造成的损害和损失降至最低。如果双方在不可抗力事件发生后的 4 周之内未能达成解决方案，任何一方均有权书面通知另一方终止相关合同。任何一方均无权就此类合同终止索要赔偿。

17、适用法律和仲裁

17.1、除非另有明确约定，否则，本通用条款和条件以及双方之间达成的所有协议和合同应受中华人民共和国法律管辖，并根据中华人民共和国法律进行解释。1980 年 4 月 11 日《联合国国际货物销售合同公约》不适用于此。

17.2、如果双方因通用条款和条件协议、合同或任何其他协议的缔结、解释或实施而产生任何争议，或因双方之间与通用条款和条件，合同或任何其他协议相关的任何其他事项而产生争议，那么，双方应首先尝试通过友好协商方式解决该争议。如果在任何一方发出启动此类协商的书面请求后的六十（60）个公历日内，双方未能以此方式解决争议，则该等争议应提交至上海国际仲裁中心（SHIAC），根据其当时有效的仲裁规则进行仲裁。任何一方都有权根据上海国际仲裁中心的程序规则，主动提交争议，以便进行最终裁决，并可指示以本文 17.3 条规定的方式进行该等仲裁。

dures of the SHIAC with instructions that the arbitration be conducted in the manner set forth in Clause 17.3 hereof.

17.3 Arbitration shall be conducted as follows:

- a. All proceedings in any such arbitration shall be conducted in English.
- b. There shall be one (1) arbitrator who shall be able to speak English.
- c. The arbitration award shall be final and binding on the PARTIES, and the PARTIES agree to be bound thereby and to act accordingly.
- d. The costs of arbitration shall be borne by the losing PARTY or according to the regulations from arbitrator or arbitration award.

17.4 Nothing in these GTC will affect the right of SINGULUS and the customer to obtain an interim injunction or garnishment or invoke other forms of interim legal protection in accordance with the applicable civil procedure laws.

18. MISCELLANEOUS

18.1 Changes and amendments to agreements concerning GOODS and SERVICES shall be made by the PARTIES in a written contract, letter, facsimile or email (archivable format). This also applies to changes to this form requirement.

18.2 If provisions of a written agreement are or become invalid or unenforceable, all invalid or unenforceable provisions will be replaced retroactively by valid and enforceable provisions which are as close as possible to the commercial intent of the invalid or unenforceable provisions.

18.3 Third parties SINGULUS engages, including subcontractors, carriers, logistic companies etc. shall not be eligible to give or accept any declaration of will for SINGULUS without a written power of attorney with SINGULUS' company chop affixed thereunder.

18.4 Any notice required to be given to any of the PARTIES shall be in writing (by letter, facsimile or email) in English or Chinese and shall be delivered in person or sent by courier or by email to each other Party. Any notice sent by courier shall be deemed to have been given, made or served two (2) business days after dispatch to the relevant PARTY within the PRC. Any notice sent by email as provided in this clause shall be deemed to have been given, made or served to the relevant PARTY at 10:00 a.m. (China time) on the next succeeding business day.

18.5 Dates and terms that end on a public holiday at the place the respective PARTY subject to the date or deadline shall take an action, shall be prolonged until the next work day.

18.6 The CUSTOMER is not entitled to assign any claims against SINGULUS to third parties, except with prior approval from SINGULUS in a written contract, letter, facsimile or email.

18.7 These General Terms and Conditions are drafted in English and Chinese language. In case of deviations or contradictions, the English language version shall prevail.

17.3、仲裁应按照以下方式进行:

- a、此类仲裁的所有程序都应采用英语。
- b、仲裁庭应有一(1)名可说英语的仲裁员。
- c、该等仲裁为终局裁决,对双方均有约束力,双方同意受其约束并据此行事。
- d、仲裁费用应由败诉方承担,或根据仲裁员或仲裁裁决的规定执行。

17.4、通用条款和条件中的任何规定都不会影响 SINGULUS 和客户根据适用民事诉讼法获得临时禁令、或申请扣押令,或请求其他形式的临时法律保护的权利。

18、其他事项

18.1、双方须通过书面合同、信函、传真或电子邮件(可归档格式)对货物和服务协议进行变更和修订。该等要求也适用于对本范本的更改。

18.2、如果书面协议的条款无效或不可执行,所有无效或不可执行的条款将被有效且可执行的、尽可能接近其商业意图的新条款,以可追溯方式予以取代。

18.3、SINGULUS 委托的第三方,包括分包商、承运商、物流公司等,如果没有加盖 SINGULUS 印章的书面委托书,皆没有资格发出或接受 SINGULUS 的任何意思表示。

18.4、需要向任何一方发出的任何通知皆应采用英文或中文,以书面形式作出(通过信函、传真或电子邮件),并应亲自递送、或通过快递或电子邮件发送给另一方。通过快递发送的任何通知,如发送给中国境内的收件方,在寄出后满两(2)个工作日视为已送达至收件方。在本条款中、通过电子邮件发送的任何通知应在下一个工作日上午 10:00(中国时间),视为已经送达至收件方。

18.5、如果任何期限于(相关方在此期限内需采取行动所在地区的)公共假日期间期满,那么,该等期限应延长至下一个工作日。

18.6、除非 SINGULUS(以合同、信函、传真或电子邮件方式)事先书面作出批准,客户无权向第三方转让任何对 SINGULUS 享有的债权。

18.7、本通用条款和条件以英文和中文起草。如有任何偏差或矛盾,应以英文版本为准。