

CONSULTING SERVICE PROGRAM TERMS AND CONDITIONS

咨询服务项目条款和条件

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1. **Terms.** The terms (the "Terms") set forth here in govern the provision of the Consulting Services (the "Consulting Services") provided by [Swagelok (Shanghai) Fluid Systems Technologies Co., Ltd.] (collectively, "Distributor") to the user or recipient of the Consulting Services (individually and collectively the User"). Any User response to, or confirmation of, these Terms which states different or additional terms is specifically rejected unless specifically agreed to in writing by Distributor. Distributor's failure to object to provisions contained in any communication from User will not be deemed a waiver of the Terms contained herein.

条款。本附件中所载的条款（以下简称“本条款”）适用于【世伟洛克（上海）流体系统科技有限公司】（以下统称为“经销商”）向咨询服务的用户或接受者（单独称并统称为“用户”）提供的咨询服务（以下简称“咨询服务”）。除非经销商以书面形式明确同意，否则用户对不同于本条款的其他条款或附加条款的任何回应或确认，均被明确不予接受。如果经销商未反对用户在任何通信中包含的条款，不视为经销商放弃本附件中包含的本条款。

2. **Warranty.**

保证。

- (a) The Consulting Services shall be performed in a professional and workmanlike manner. The User's remedies shall be limited to a refund of the fees paid for such Consulting Services.

咨询服务应以专业和熟练的方式进行。用户的救济措施仅限于向其退还为此类咨询服务所支付的费用。

- (b) IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

双方明确同意，本保证代替任何和所有其他明示或默示的保证和责任，包括但不限于任何关于适销性或适用于任何目的的保证。

3. **Release of Claims.** User hereby waives, releases, and relinquishes any and all claims for liability and causes of action, including, but not limited to, personal injury, property damage or wrongful death, arising out of participation in the Consulting Services or activities incidental thereto, whenever or however they occur, regardless of fault. User acknowledges, understands and assumes all risks relating to User's participation in the Consulting Services, and understands that the Consulting Services involve risks.

放弃索赔。对于因参与咨询服务或其附带活动而引起的任何责任及所有诉讼理由，包括但不限于人身伤害、财产损失或过失致死，无论何时或如何发生，也无论是否有过错，用户特此对经销商和世伟洛克公司予以免责，并放弃就该等责任和诉讼理由向经销商和世伟洛克公司提出任何索赔。用户承认、理解并承担与其参与咨询服务相关的所有风险，并理解咨询服务存在风险。

4. **Intellectual Property.** All intellectual property contained in the Consulting Service material is delivered to the User as part of the Consulting Services shall remain the exclusive property of Swagelok Company and may not be disclosed to, or relied upon by any third party unless approved in writing by Swagelok Company. Distributor hereby grants User a limited, non-exclusive, revocable license to use the Consulting Service materials solely for User's internal business use.

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5. **Choice of Law and Venue.** The laws of the State of Ohio, USA shall govern and be used to construe the Terms and any claims or disputes related to these Terms or the Consulting Services. Such laws shall exclude conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods. All actions or proceedings under or relating to this Agreement shall be resolved in a state, or federal Northern District of Ohio court located in that jurisdiction; provided, however, that in Distributor's discretion such an action may be heard in some other place designated by Distributor if necessary to acquire jurisdiction over third parties to consolidate the dispute into one action. User hereby agrees to appear in any such action, consents to the jurisdiction of such courts, and waives any objections it might have as to venue in any such court.

法律和管辖地的选择。本条款以及与本条款或咨询服务相关的任何索赔或争议应受美国[俄亥俄州]法律管辖并依该等法律解释。该等法律应排除法律冲突条款和《联合国国际货物销售合同公约》。本协议项下或与本协议相关的所有诉讼或程序均应在位于[俄亥俄州]的州法院或[俄亥俄州北区]联邦法院解决；但是，如果有必要获得对第三方的管辖权以将争议合并为一项诉讼，经销商可自行决定在经销商指定的其他地点审理此类诉讼。用户特此同意在任何此类诉讼中出庭，同意此类法院的管辖权，并放弃对任何此类法院作为审判地点的任何异议。

6. **NO WARRANTY OF APPLICABILITY FOR OWNER'S PURPOSE.** SWAGELOK® CONSULTING SERVICE PROGRAM AND ITS CONTENT AND MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. SWAGELOK COMPANY AND ITS AUTHORIZED DISTRIBUTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SWAGELOK® CONSULTING SERVICE, THE WEB SITE HOSTING THE CONSULTING SERVICE OR THE CONSULTING SERVICE CONTENTS IS ACCURATE OR COMPLETE FOR OWNER'S PURPOSE OR APPLICATION.

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7. **EXCLUSION OF INDIRECT DAMAGES.** NEITHER DISTRIBUTOR NOR OWNER, OR THEIR RESPECTIVE AFFILIATES, OR ASSIGNEES, NOR ANY OF THE RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR SUPPLIERS THEREOF, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL LOSS OR DAMAGE ARISING IN ANY WAY OUT OF THE PERFORMANCE OF THE SWAGELOK® CONSULTING SERVICE, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION FOR ANY LOSS OF REVENUE OR PROFITS, ANTICIPATED SAVINGS, GOODWILL OR INJURY TO REPUTATION, BUSINESS OPPORTUNITY, CORRUPTION TO DATA, USE OR OPPORTUNITY, FINANCING OR BONDING CAPACITY, LOSS OF PRODUCT OR PRODUCTION, OR BUSINESS INTERRUPTIONS.

排除间接损害。对于因执行世伟洛克®咨询服务而以任何方式造成的任何间接、惩罚性、惩戒性、后果性、附带或特殊的损失或损害，无论是经销商还是所有者，或其各自的关联方或受让人，或其各自的任何董事、高级职员、代理、雇员或供应商，均不对另一方承担任何责任，无论此类责任是因合同、侵权行为还是其他原因引起，包括但不限于任何收入或利润损失、预期节余损失、商誉或名誉受损、商业机会损失、数据损坏、使用或机会损失、融资或担保能力受损、产品或生产损失或业务中断。

8. **LIMITATION OF LIABILITY.** THE AGGREGATE LIABILITY OF DISTRIBUTOR AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR ALL CLAIMS, LOSSES, EXPENSES, LIABILITIES, DAMAGES, AND OTHER COSTS ARISING IN ANY WAY OUT OF THE PROJECT OR THE PERFORMANCE OF THE SWAGELOK® CONSULTING SERVICE SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE FEES OR COMPENSATION PAID, OR TO BE PAID, BY OWNER TO DISTRIBUTOR FOR THE SWAGELOK® CONSULTING SERVICE.

责任限制。对于因项目或世伟洛克®咨询服务的执行而以任何方式引起的所有索赔、损失、支出、责任、损害和其他费用，经销商及其关联方以及各自的董事、高级职员、代理和雇员的责任总额不得超过所有者为世伟洛克®咨询服务向经销商已支付或将要支付的费用或补偿的百分之百 (100%)。

9. **LANGUAGE.** The terms of this agreement are subject to interpretation in English language. Inconsistent with both Chinese and English, English shall prevail.

语言。如果本政策的英文原版与任何翻译版本之间存在任何差异，则以英文版本为准。