

采购通用条款, 版次 1

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Purchase Order Terms and Conditions 采购通用条款

1. Delivery 发货

- (1) If and when the Seller becomes aware that delivery will be delayed, the Seller shall notify the Buyer in writing the reasons for such delay and propose to the Buyer a renewed Delivery Date. the Buyer may, in its sole discretion to accept the new Delivery Date or to terminate this Order. 卖方应严格遵守双方约定的交货时间, 如卖方无法按期交付产品, 应将延期原因提前书面通知买方, 并向买方提出新的交付日期。买方可以单方面决定是否同意新交付日期或解除本协议。

If the buyer decides to terminate this agreement, in addition to returning all payments already made by the Buyer to the Buyer's account through transfer within (3) working days, the Seller shall pay an additional compensation of 30% of the total purchase price of the buyer's products.

买方决定解除本协议的, 卖方除应将买方已支付的全部款项在 (3) 个工作日内通过转账方式返还至买方账户以外, 卖方应当另外支付买方产品购买总价格 30% 的违约金。

- (2) Except for delayed delivery is caused by the Buyer's reason, a compensation of two percent (2%) of the Purchase Price of the delayed delivery goods per week (less than one week shall be calculated as one week). However, if delivery fails to deliver within two (2) weeks after the original Delivery Date, then the Buyer may terminate this Agreement. The Seller shall return the full amount paid by the Buyer to the Buyer's account by transfer with (3) working days, The buyer will take an additional compensation of 30% of delayed delivery amount of the Purchase Price.

除因买方原因导致延期交付外, 卖方应向买方支付逾期交付产品购买价格每周 (未满一周按一周计算) 百分之二 (2%) 的违约金。如卖方在原定交付日期后 (二) 周内仍未交付, 买方可以解除本协议, 卖方除应将买方已支付的逾期交付产品的全部款项在 (3) 个工作日内通过转账方式返还至买方账户以外, 卖方应当另外支付买方逾期交付产品购买总价格 30% 的违约金。

2. Title and Risk of Loss 所有权及风险的转移

The title and risk of damage of the goods shall be transferred simultaneously to the Buyer upon delivery of the goods.

货物的所有权和毁损风险自产品交付至买方时同时转移。

3. Inspection 检验

- (1) The Buyer will initial inspect the goods within 2 weeks after the Buyer receipt the goods. In the event that the goods are found any discrepancies or damage, defects, deficient and does not meet the standards stipulated in the purchase order, the Buyer shall promptly notify the Seller in oral or writing after inspection. The Seller shall make up the qualified goods in conformity within (1 week) after receiving notice. If the delivery was delayed, the Seller shall take the corresponding liability for breach of purchase order according to the relevant provisions of delivery in Article 1 of this Purchase Order. The final inspection of the goods will be conducted by the end customer after the goods are delivered to them.

买方收到货物后 2 周内进行初步检验。买方如发现货物与发运单不符或有任何损坏、缺陷、短少以及不符合合同规定的其他标准, 应在检验后及时以口头或书面方式通知卖方, 卖方应在接到通知后 (1 周) 内补齐符合合同规定的货物。如逾期的, 卖方应按本订单条款第 1 条发货的相关约定承担相应的违约责任。货物的最终检验将在货物交付给最终客户后, 由最终客户进行。

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- (2) For the goods that the Buyer needs to return to the Seller under this Purchase Order, the Seller shall retrieve the goods within 3 days after receiving notification from the Buyer; If it is overdue, the Buyer will not take the risk of damage or loss of the goods.

对于本采购订单项下买方需退还卖方的产品，卖方应当在收到买方通知后 3 日内自行取回；逾期的，买方不承担货物毁损灭失的风险。

4. Invoicing & Payment Terms 开票与支付

- (1) Unless the buyer has notified the seller that the delivered goods and/or services do not meet the agreed standards, The Seller shall invoice the Buyer for the goods and/or services within 10 working days after the delivery. The buyer shall not be held responsible for any payment delay caused by the seller's delay in issuing invoices.

除买方已通知卖方交付的货物和/或服务不符合约定的标准以外，卖方应在交货后 10 个工作日内向买方开具货物和/或服务的发票；如因卖方延迟开具发票而造成的付款延误，买方不负任何责任。

- (2) The Buyer shall pay each invoice upon the payment term agreed in this purchase order in full to the bank account after receiving the invoice.

买方应在收到根据卖方提供的银行账户信息指定的发票后，按照本采购订单中约定的付款期限，以结清的资金将每张发票全额支付至银行账户。

- (3) If the invoice does not comply with the invoicing instructions above, the Buyer may reject the received invoice and inform the Seller. The Seller may then issue a new invoice and in that event the date for payment may follow the payment term by the new issued invoice.

如果发票不符合订单注意事项中的发票开具说明，买方可拒收该发票，并相应地通知卖方。据此卖方应重新开具发票，且在这种情况下根据新开具的发票重新计算付款日期。

5. Warranty 质量保证

The Seller represents and warrants to the Buyer the following.

卖方向买方陈述并保证

- (1) The seller guarantees that the goods will be free from any defects in design, materials, and workmanship and other quality problems for a period of [two] years from the successful completion of the final acceptance, whichever is earlier of: (i) written notification to the Seller of Final Acceptance; (ii) or payment by the Buyer of any payment triggered by Final Acceptance;

卖方保证货物自顺利通过最终检验后【两】年内在设计、材料和工艺上无任何缺陷以及其他质量问题，最终检验通过日期以 (i) 向卖方发出最终检验合格通知，或(ii) 买方支付最终检验合格后的任何款项中较早者为准。

- (2) The goods which including but not limited to the design, materials and the technology used therein and the use of the goods in accordance with Seller's instructions do not infringe any intellectual property right of a third party. The Seller warrants hereby, if at anytime it is alleged that the import, use, sale of the Products infringes any intellectual property right of any third party, the Seller shall (i) modify or replace the Products in order to avoid the infringement; or(ii) refund to the Buyer the price paid for the Products; and (iii) the Seller shall obligate the duty in Article 6.

货物及其组成部分(包括但不限于设计、材料、工艺等) 及买方按照卖方的使用说明使用货物不会侵犯第三方的任何知识产权。卖方在此保证，如果在任何时候据称所交付产品的进口，使

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用, 销售侵犯任何第三方的任何知识产权, 卖方应: (i)修改或更换产品以避免侵权, 或(ii)供应商退回买方对该产品所支付的全部款项; 且(iii)卖方应自费承担以下第 6 条规定的责任;

6. Remedies 补偿

The Buyer's remedies with respect to the Seller's breach of the foregoing warranties related to the Goods are first (i) the repair of the non-conforming or defective goods or parts thereto at the Seller's expense within seven (7) days of the Buyer's notice to the Seller: if the Seller is unable to repair the non-conforming or defective Goods thereto as set forth in section (i) then (ii) the replacement of the non-conforming or defective Goods thereto at the Seller's expense within thirty (30) days of the Buyer's notice to the Seller: and (iii) if the repair or the replacement of the Goods does not occur within the timeframes stated above or if the replacement Goods does not meet the foregoing warranties after thirty (30) days of receiving the replacement Goods, then the Buyer may in its sole discretion, return the Goods for a full cash refund from the Seller for the non-conforming or defective Goods and/or may cancel all open purchase orders for Goods at no cost to the Buyer and the Seller shall refund all amounts paid for any undelivered Goods. In addition to the foregoing, the Seller shall reimburse the Buyer any reasonable direct costs incurred by the Buyer caused by then on-conforming or defective Goods. The foregoing is not intended to and shall not relieve the Seller for claims related to death, bodily injury or property damage.

补救措施:如卖方违反上述与货物有关的保证声明, 买方可采取以下补救措施: (i)买方向卖方发出通知后七天内维修不合格或存在缺陷的货物, 费用由卖方承担:如卖方无法按第(i)条的规定维修不合格或存在缺陷的货物, 则(ii)买方向卖方发出通知后三十天内更换不合格或存在缺陷的货物, 费用由卖方承担。 (iii) 如卖方在以上规定期限内未能维修或更换货物, 或在收到更换货物三十天后, 更换货物无法满足以保证条款的要求, 买方可单独决定将不合格或存在缺陷的设货物全部退货给卖方, 和/或在买方不承担费用的情况下, 取消所有其他的货物采购订单, 而卖方应归还已支付的针对未交付货物的全部费用。除上述规定外, 卖方应赔偿买方因不合格或存在缺陷的货物遭受的损失。上述规定不得免除卖方承担与死亡、人身伤害或财产损失相关的索赔。

7. INDEMNITY 通用保障

(1) The Seller shall defend, indemnify, and hold harmless the Buyer, its affiliates. and their respective officers. Directors, employees, agents, servants, subcontractors, and distributors from and against any and all actions, claims, demands, suits, judgments, liabilities, losses, or damages of whatever nature arising out of or relating to any third-party claims to the extent caused by acts or omissions of the Seller.

对于因卖方原因导致任何第三方的索赔引起的或与之相关的任何性质的任何和全部起诉、索赔、要求、诉讼、判决、债务、损失或损害, 卖方应保障并赔偿买方及其附属公司、管理人员、董事、雇员、代理商、服务商、分包商和经销商。

(2) The Seller knows that the Buyer is not the end user of the goods. If the Buyer suffers a claim from its customers due to the Seller's reasons, including but not limited to the failure to fulfill the delivery obligation as agreed, the goods do not meet the agreement, the failure to fulfill the warranty obligation in time, etc., the Buyer shall immediately claim compensation from the Seller.

卖方知晓买方并非产品的最终用户, 如因卖方的原因, 包括但不限于未按约履行交货义务、货物不符合约定、未及时履行保修义务等使买方遭受其客户索赔的, 买方将就此向卖方进行追偿。

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8. 保密

- (1) The Seller shall keep confidential the contents of the Agreement and its attachments as well as the non-public technical and business information of the Buyer obtained through negotiation, signing and performance of the Contract, and shall not use such confidential information for any purpose other than the purpose of the Agreement; If the confidentiality obligation is breached, the buyer shall be compensated for the corresponding losses.

卖方应对协议及其附件内容以及因谈判、签署、履行合同而获得的买方的非公开的技术和经营世伟洛克（上海）流体系统科技有限公司 Swagelok (Shanghai) Fluid Systems Technologies Co.,Ltd. 信息等信息予以保密，且不得将该些保密信息用于协议目的之外的用途；如违反保密义务，应当赔偿买方相应的损失。

- (2) The confidentiality obligation shall apply to the employees, suppliers, partners, shareholders and other relevant personnel of the Seller, and the Seller shall urge such personnel to comply with the confidentiality obligation by taking reasonable measures; Any breach of confidentiality by such personnel shall be deemed as breach by the Seller and the seller shall bear the corresponding liabilities.

保密义务适用于卖方的员工、供应商、合作伙伴、股东等相关人员，卖方因采取合理措施督促该些人员遵守保密义务；该些人员违反保密义务的视为卖方违反，并由卖方承担相应的责任。

9. Commitments and Guarantees by the Seller 卖方承诺及保证

If applicable, According to Regulation on Safety Technology for Gas Cylinder (TSG 23-2021), the names or chemical formula of filling medium shall be stamped on cylinders of which the nominal volumes are equal to or greater than 400ml. As the Buyer is not the actual user of the gas cylinder, the filling media information provided by the Buyer comes from the actual user of the gas cylinder. Thus, the Buyer has not made any verification on this information. As a professional gas cylinder manufacturer, the Seller shall be responsible for conducting a comprehensive review of whether the filling media information complies with the provisions of the Gas Cylinder Safety Technical Regulations (TSG23-2021).

在适用情况下，根据《气瓶安全技术规程》（TSG23-2021）的规定，气瓶制造单位需在气瓶制造钢印标志上印刻充装气体的名称或者化学分子式。因买方并非所采购气瓶的使用单位，买方所提供的充装介质信息来源于气瓶的实际使用单位，买方未对该些信息做任何形式的核对。卖方作为专业的气瓶制造商，将负责对使用单位提供的充装介质信息是否符合《气瓶安全技术规程》（TSG23-2021）的规定进行全面审核。

10. Applicable Law and Jurisdiction 准据法及管辖

The interpretation, effectiveness and compliance of this Purchase Order shall be in accordance with the laws of the People's Republic of China. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any dispute, controversy, or claim arising out of or relating to this Purchase Order shall be settled by the court located in the domicile of the Buyer.

本订单的解释、效力及履行适用中华人民共和国法律，不适用《联合国国际货物销售合同公约》。双方如有争讼，任何一方均可向买方所在地法院提起诉讼。