

销售协议通用条款版次 5, 2023 年 7 月 27 日

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General Terms Number: 通用条款编号:

Signature Location: 签署地点:

BUYER 买方: (HEREINAFTER REFERED TO AS BUYER, 以下称为买方)

SELLER 卖方: (HEREINAFTER REFERED TO AS SELLER, 以下称为卖方)

These General Terms are made and entered into by and between Buyer and Seller by mutual agreement on the principles of equality, voluntariness, fairness, good faith, abidance by law and no harm to social and public interests. These General Terms shall be effective as of the date it is signed and sealed by the parties and shall be applicable to all sales contracts signed by the parties subsequent to the effectiveness of these Terms. If modification or termination of these Terms is made by a writing Terms signed and sealed by the parties, these Terms shall automatically become invalid.

本着平等、自愿、公平、诚实信用、遵守法律,不得危害社会公共利益的原则,经买卖双方协商一致,共同订立本通用条款。本通用条款自双方签章之日起生效,适用于通用条款生效之后的所有的买卖双方签订的销售合同。如买卖双方就本通用条款的修改或终止形成新的书面条款并签字盖章后,本条款自动失效。

Article One Sales Contract Price

第一条 销售合同总价

If it is settled in RMB, the contract price shall be inclusive of import duties and value-added tax, and in the case of delivery of goods by Seller, the freight is also included.

If it is settled in US dollars, the contract price shall be exclusive of customs duties and value-added tax, and the bearing of taxes shall be separately provided by the parties in the sales contract.

销售合同总价已包含进口关税和增值税的总价,在卖方送货的交付情况下,还包括了运费。

若为美元结算,则为未包含关税及增值税的总价,买卖双方在销售合同中另行确定各类税费的承担。

The price agreed in this contract is inclusive of tax. In the event that applicable tax rate is adjusted by the government during the performance of this contract, the adjusted tax rate and its effective time released by the government shall constitute the standard for adjustment of the tax-inclusive price agreed by both parties, namely the adjusted tax rate shall be automatically implemented if the invoice issue date stipulated by both parties falls after the effective date of the adjusted tax rate.

本合同约定的价格为含税价格,若在合同履行期间,遇国家的税率调整,则以国家颁布的调整税率以及生效时间作为双方含税价格调整的标准,即,双方约定的开票时间在税率调整生效之日后的,双方自动执行新税率。

Article Two Transfer of Title and Risk

第二条 产品的所有权及风险的转移

The title and risk of damage of the goods shall be transferred to Buyer from the time when the products

reach the place of delivery agreed in this contract.

货物的风险应在货物的所有权和毁损风险自产品置于合同约定的交货点之日起转移至买方。

Transfer of risk shall occur according to the delivery terms (Incoterms 2010) specified in the sales contract.

风险转移应依照销售合同中规定的交付条款（2010 年国际贸易术语解释通则）。

Article Three Delivery

第三条 产品的交付

1. Package: Seller provides the standard package for Swagelok Products.

包装：卖方提供世伟洛克产品的标准包装。

2. Seller shall be responsible for delivering the goods to the place of delivery agreed in the sales contract and to the consignee or a third-party forwarder designated by Buyer within _____ weeks from the commencement of the contract and receipt of the advance payment by Buyer through telegraphic transfer; If Buyer changes the place of delivery or the consignee, it shall notify Seller in writing prior to the receipt of the “Notice of Delivery” in written form provided by Seller, or any liability resulting from non-notification shall be borne by Buyer. At the same time, any additional freight or any other expenses resulting from the change of the place of delivery or consignee shall be borne by Buyer; where Buyer demands addition of the batches of delivery of goods after the confirmation in written form of the batches of delivery of goods by the parties, in addition to the original expenses for split delivery, it shall assume the increased expenses such as freight and packaging expenses, and installment shall be adopted for all the delivery in batches.

合同生效后且卖方收到买方电汇支付的预付款后_____周内负责将货物运送至销售合同约定的交付地点并交予买方指定的收货人或第三方货运公司；如买方变更交付地点或收货人的，应当在收到卖方书面发货通知之前，以书面方式通知卖方，否则由此产生的责任由买方承担。同时，如买方变更交付地点及收货人导致卖方多支出的运费及其他费用的，这些费用均由买方予以承担；如买方在双方书面确认分批发货批次后要求另外增加发货次数的，买方应在原拆分发货费用的基础上承担相应增加的运输、包装等费用，所有分批发货分批付款。

Buyer may choose to pick up goods by itself at the place where Seller’s goods are stored, and assume the freight and other expenses incurred therefore. The customer picking up products by itself shall pick up products in accordance with the “Notice of the Checkpoint Inspection and Release Form” provided by Seller. If customs investigation and punishment is caused by Buyer’s failure in operation pursuant to the Notice, Buyer shall be liable for the fine imposed on the parties and all relevant losses including the expenses incurred by rectification, and it shall additionally pay an equivalent sum to the price of the goods investigated to Seller as compensation for its bad record of ever being investigated by the customs.

买方可选择至卖方货物所在地自提，并承担由此产生的运费及其他费用，自提客户必须按照卖方提供的《卡口验放联告知书》执行，如未按告知书要求操作被海关查处的，买卖双方的罚金以及因整顿所产生的费用等所有相关损失均由买方承担，且买方须另外支付卖方被查处货物的等价金额作为海关查处不良记录的赔偿金。

Article Four Quality Assurance and Acceptance of Products

第四条 产品质量保证以及验收

1. The specifications and technical standards of the products under this contract can be referred to the related Swagelok Product Catalog provided by Seller.

销售合同项下产品的规格、技术标准参照世伟洛克的《产品手册》。

2. The quality, performance, specifications are in conformity with Seller's warranty as follows.

质量保证

2.1 THE SWAGELOK LIMITED LIFETIME WARRANTY

Swagelok and its authorized sales and service centers hereby warrant to the purchaser of their Products that the non-electrical components shall be free from defects in Swagelok's material and workmanship for the life of the Products. All electrical components installed in or on the Product are warranted to be free from defects in material and workmanship for twelve months from the documented date of purchase. The purchaser's remedies shall be limited to replacement and, in non-ground vehicle applications, installation of any parts that fail through a defect in Swagelok's material or workmanship. Liability for installation is limited to reasonable costs that have been approved in advance and in writing by Swagelok. All customer-specified components carry the applicable manufacturer's warranty. The warranty for any firmware or software Products that contain programmable logic or a microprocessor is governed by a separate Swagelok Embedded System End User License Agreement, MS-13-330 accessible from the www.swagelok.com website. Warranty coverage hereunder only applies to Products purchased directly from either Swagelok or its authorized sales and service centers and representatives. All other purchases are specifically excluded from any warranty coverage. ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES, AND ALL OTHER LIABILITIES, RELATING TO THE CONDITION OR USE OF THE PRODUCT ARE SPECIFICALLY DISAVOWED, AND IN NO EVENT SHALL SWAGELOK AND ITS AUTHORIZED SALES AND SERVICE CENTERS BE LIABLE TO PURCHASER, OR ANY THIRD PARTY, FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES.

2.1 世伟洛克有限终身质量保证

世伟洛克及其授权销售和服务中心特此向其产品买家保证，其产品的非电气部件终身无世伟洛克的材料和工艺瑕疵。保证所有安装于产品内或产品上的电气部件，自有文件记录的购买日起十二个月内无材料和工艺瑕疵。购买者的补偿仅限于因世伟洛克的材料或工艺瑕疵的部件的更换以及非地面车辆应用场合下的安装。安装责任限于世伟洛克事先以书面方式认可的合理成本。客户指定选用的所有部件适用相关制造商的保证。任何含可编程逻辑或微处理器的固件或软件产品的保修均受单独的世伟洛克嵌入系统最终用户许可协议，MS-13-330 的管辖，可通过 www.swagelok.com.cn 访问该协议。本协议的保证范围仅适用于直接从世伟洛克或其授权销售和服务中心和代表购买的产品。所有其他购买均被特别排除在任何保证范围之外。世伟洛克公司明确拒绝与产品的状况或使用相关的所有其他明示或默示陈述、保证或责任，并且在任何情况下，世伟洛克公司及其授权销售和服务中心均不对买家或任何第三方承担任何直接或间接损害责任或违约赔偿责任。

2.2 If Seller purchases the third-party products for supporting purposes on behalf of Buyer, Seller shall only be liable to Buyer within the scope of the quality assurance liability assumed by the third party to Buyer, and Buyer shall provide evidence of the quality problem of the third-party products and cooperate with Seller to pursue compensation from the third party.

卖方代为采购用于配套的第三方产品，卖方仅在第三方向卖方承担的质量保证责任范围内向买方承担责任，买方须提供第三方产品质量问题的证据并配合卖方向第三方进行追偿。

3 .The Exclusions of Quality Warranty:

质量保证的除外情形：

(1) The installation, operation, usage, maintenance and examination and repair of the products are not applied to the technical requirements of the products or the requirements of the Products Manual;

买方未按产品的技术要求或《产品手册》的要求进行安装、操作、使用、保养及检修的；

(2) The damages are made by the buyer or any third party intentionally or carelessly;.

买方人员或第三方保管、使用不当、故意破坏或疏忽导致的损坏；

(3) The normal damages of the products;

产品正常的损耗；

(4) The damage resulting from improper recast;

未经许可的改装而造成的损坏；

(5) The damage resulting from force majeure;

不可抗力导致的损坏；

(6) The damage caused by an occurrence of an out of control

发生不可控制的情形导致的损坏；

(7) Other conditions irrelevant with the manufacturer and the seller.

其他与制造商及卖方无关的情形。

4. Buyer (including the carrier designated by Buyer) shall conduct the check and inspection of the outer package, quantity, weight and appearance of the products upon receipt of the products on the spot and specify clearly in the relevant proof of delivery.

Buyer shall inspect the products in a timely manner within 3 days upon receipt (for Buyer under the US dollar contract, within 15 days from the completion of unloading of goods), and issue the Acceptance Report. If Buyer considers that it does not conform to the relevant standards stipulated in the contract between the parties or in the Product Manual, it shall notify Seller in writing within 5 days from the receipt of the products (Buyer under the US dollar contract shall notify Seller within 20 days from the unloading of the goods). If Buyer fails to accept within the time limit, or fails to raise a written

objection to the quantity, specifications and quality of the products within the above-mentioned acceptance and inspection period, or directly puts the products into use without acceptance, the products shall be deemed to meet the acceptance standards.

The parties to the US dollar contract shall separately determine the terms of inspection and claim in the sales contract.

买方（包括买方指定承运人）在收到卖方产品时，当场对产品的外包装、数量、重量及外观进行验收，并在相应的货运回单上予以明确记载；

买方应当在签收货物后的 3 日内（美元合同买方应当在货物卸毕后 15 日内），及时对产品进行检验，并出具《验收报告》。如认为不符合双方合同约定或《产品手册》中的相关标准，应当在收到产品后的 5 日内（美元合同买方应当在货物卸毕后 20 日内）以书面形式通知卖方。买方逾期未验收，或未在上述验收、验货期内，对产品数量、规格、质量等提出书面异议的，或未经验收直接投入使用的，将视为产品符合验收标准。

美元合同双方在销售合同另行确定报验及索赔条款。

5. Both Parties agree that, the products will be under the examination of the American Swagelok company under the relevant standards specified in the Product Manual if Buyer has any objections on the quality of the products. The process of the raising of such objections and the examination of the products are detailed in the appendix to this contract "Product Return Process". The examination result is legally binding upon the parties, the parties may enter into agreement on the return of the products according to the examination result.

双方同意，如买方对产品质量有异议的，将交由产品的制造商美国世伟洛克公司，按照《产品手册》的有关标准进行检测，异议的提起、产品的检测等流程见本合同附件《产品退检流程》。制造商对产品的检验结果对买卖双方均具有约束力，双方可基于检验结果就是否退换货进行协商。

Article Five Force Majeure

第五条 不可抗力

1. "Force majeure" refers to an event that is unforeseeable, unavoidable and insurmountable, including but not limited to earthquake, typhoon, flood, fire, war, strike, riot, act of government, change in legal provisions or their application, including events that are generally recognized as force majeure in business practice.

“不可抗力”指无法预见、无法避免且无法克服的事件，包括但不限于地震、台风、洪水、火灾、战争、罢工、暴动、政府行为、法律规定或其适用的变化，包括在商务实践中通常被认定为不可抗力事件。

2. In the event of force majeure, which makes either party to the contract partially or completely unable to perform the contract, such party shall promptly notify the other party and take timely measures to reduce losses caused thereby. The parties shall instantly consult with each other and seek for a proper and right solution, and make all reasonable efforts to minimize the impact of the force majeure.

发生不可抗力，使得合同的一方部分或者完全不能履行合同，应及时通知另一方，并及时采取措施降低损失。双方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理的努力将

不可抗力的影响降至最小。

3. Under all the conditions of force majeure, Seller shall not be responsible for the delay and failure of delivery, damages to products or personal injury, etc.

在所有不可抗力情形下，卖方对交货迟延、不能交货、产品损毁、人身伤害等均不承担责任。

Article Six Breach of Contract

第六条 违约条款

1. Subsequent to the beginning of the preparation of the products by Seller, if Buyer requests to change the ordered products (including model and quantity), and Seller accepts the change, Buyer shall bear all losses such as Seller's prepared product, labor, shipping costs, as well as Seller's purchase from third parties and compensation for breach of contract to third parties caused by such change; subsequent to the execution of the sales contract and prior to the shipment, if Buyer requests to cancel the contract for reasons other than Seller's, Buyer shall pay Seller all costs and expenses incurred due to getting the products ready by Seller, as well as all losses incurred by Seller in purchasing from a third party and compensating for breach of contract with the third party. If Buyer pays the advance payment, Seller shall directly offset the advance payment as liquidated damages.

Subsequent to the receipt of the products and prior to the use by Buyer, if Buyer requests to return all the ordered products (or part of the ordered products), Seller is entitled to retain 30% of sales price of the returned products as liquidated damages, and the expenses incurred by return of products shall be assumed by Buyer. If the products are customized by the Buyer (marked with "*" in front of the name of the products in the sales contract), the contract shall not be cancelled or the goods shall not be returned; the returned products shall bear original packages, and Seller shall reject return of the products which have no original packages or suffer severe damage to the original packages.

卖方开始备货后，买方要求更改合同产品的（包括型号及数量），卖方接受的，买方应承担因更改产品所造成卖方的已备货产品、人工、运费以及卖方向第三方采购、对第三方违约赔偿等全部损失；销售合同签订后至发货前，非因卖方原因买方要求取消合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

买方收货后至使用前，非因卖方原因买方要求退货（包括部分退货），按退货产品价款的 30% 向卖方支付违约金且买方承担因退货产生的费用，如产品为买方定制品（《销售合同》的货物名称前标有 "*" 标记的），不能取消合同或要求退货；退货产品应保留原有包装，未保留原包装或原包装损毁严重的，卖方不接受该产品退货。

2. In case of any delay in the payment by Buyer, Buyer shall pay liquidated damages to Seller, which shall be paid at the annual rate of 10%, that is the number of days overdue/365 × amount of overdue × 10%. In case of any delay in the payment by Buyer, the delivery date shall be extended accordingly; if the payment for goods is overdue for more than 30 days, Seller has the right to terminate this contract, and Buyer should pay for Seller's costs for preparing goods and purchasing from a third party, the liquidated damages Seller pays to a third party, and Seller's other losses. Where Buyer has paid an

advance payment, Seller will offset the liquidated damages.

买方延迟支付货款（包括预付款）的，应当向卖方支付违约金，支付标准为按年利率 10%收取，即逾期天数/365X 逾期货款金额×10%。如买方延迟支付货款的，交货期相应顺延；逾期支付货款超过 30 天的，卖方有权解除合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

3. According to the agreed delivery date of the sales contract, if Seller cannot deliver the products on schedule for Buyer's reasons or Buyer fails to pick up the products on the agreed delivery date, Seller may be entitled to the storage charges as 0.2%/per day on the value of goods not delivered. Seller can cancel this sales contract if the ordered goods cannot be delivered for more than 30 days from the agreed delivery date due to Buyer's responsibility, Seller has the right to terminate the Contract, and Buyer should pay for Seller's costs for preparing goods and purchasing from a third party and liquidated damages paid to the third party for its breach of contract.. Where Buyer has paid an advance payment, Seller will offset the liquidated damages.

基于销售合同约定的交货日期，由于买方的原因导致卖方无法按期送货的，或是买方未按约定日期提货的，卖方将向买方收取未交货物价值的 0.2%/天的仓储费用。因买方的原因超过约定的交货期 30 天后，卖方可单方面解除合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

4.If in this Order, partial goods/service is to be purchased from a third party designated by Buyer, Buyer should be aware that whether the delivery of such goods/service is timely and whether the quality of them complies with the mutual agreement will affect the overall delivery of this Order; therefore, if any delivery delay or quality problem of such goods/service results in the delivery delay of this Order, Buyer should exempt Swagelok from the liability for breach of contract.

如本订单中，有部分货物/服务涉及向买方指定的第三方供应商采购的，买方应知悉该些货物/服务交付是否准时或是质量是否符合约定将影响本订单的整体交付；故如因该些货物/服务逾期交付或质量问题导致本订单逾期交付的，买方需免除世伟洛克因此产生的违约责任。

Article Seven Intellectual Property Rights and Confidentiality

第七条 知识产权及保密

1. All intellectual property rights of the products purchased by Buyer and all documents related with the products, including but not limited to drawings, technical standards, product specifications, etc., shall belong to the manufacturer, if there is any intellectual property infringement, the rights holder will claim for compensation through relevant ways.

对于买方所购买的产品以及产品所涉及的所有文件，包括但不限于图纸、技术标准、产品说明等，制造商均保留所有有关的知识产权，对于一切侵犯知识产权的行为，权利人都将通过有关途径进行索赔。

2 .Both parties have the obligation to keep the contents of these General Terms and all the sales contracts confidential, neither party may disclose such contents to any third party without consent of the other party.

对本通用条款和适用于本通用条款的所有的销售合同，买卖双方均具有保密义务，未经另一方同意，不得向任何第三人进行披露。

Article Eight Representations of Seller and Warrants of Buyer

第八条 卖方声明及买方承诺

1. Seller represents that the products, technology or software provided in all sales contracts under these General Terms are provided in accordance with the export regulations of the United States. Export, re-export, sale, re-sale, transfer or diversion of these commodities contrary to U.S. laws is strictly prohibited. In Addition, Buyer who purchases the products under such contracts is under an independent obligation to comply with U.S. export laws and the import and export regulations of China. See the Appendix “Notice of Export Control” to this Contract for the specific provisions. Buyer hereby warrants that it has fully understood such regulations prior to the signing of the contract, and the signing shall be regarded as the acknowledgement of such regulations, and Buyer shall bear any legal responsibilities for the violation of such regulations.

卖方声明，此通用条款项下中所有销售合同中的产品，技术或者软件都是按照美国的出口法规所提供的，相关法规严禁违背美国法律对此合同中所有产品，技术或者软件进行出口，再出口，销售，再销售，转让或者转移的操作，故此购买合同产品的买方也负有独立遵守美国的出口法规和中国进出口法规的责任。具体规定事项见本合同的附件《出口控制通知》。买方承诺，在签订本合同之前已经对此些规定有了完全地、充分地了解，买方签署本合同的行为是表示对此些规定的接受，同时愿意承担因违反此些规定而产生的法律责任。

2. There are strict regulations on anti-commercial bribery in Swagelok Company; therefore, Buyer warrants to abide by such relevant provisions together with Seller, which are detailed in the appendix 1 of this contract “Declaration for Integrity” .

世伟洛克公司有着严格的反商业贿赂规定，买方保证，将与卖方共同遵守相关规定，具体内容见本合同的附件《诚信承诺书》。

3. As a global company headquartered in the United States, Swagelok will require its staff, customers, vendors and other parties concerned to strictly abide by applicable anti-corruption laws & regulations , including the Foreign Corrupt Practices Act of the United States, and applicable laws of countries where the aforesaid parties are situated.

世伟洛克作为一家总部位于美国的跨国企业，将要求其员工、客户、供应商等各方共同严格遵守相关反腐败的法律规定，该些规定包括美国的《反海外腐败法》，同时还包括各方所在国的相关法律规定。

Any behavior of corruption, including but not limited to bribery, payment of improper remuneration & entertainment expenses and improper offering, not only severely violates the basic values of Swagelok on integrity and honesty, but will incur costly legal consequences due to violation of the laws

abovementioned.

任何腐败行为, 包括但不限于贿赂、支付不当报酬、支付招待费、不当的馈赠等, 除了严重违背世伟洛克正直诚信的基本价值观以外, 还将因触犯上述法律规定而承担非常严重的法律后果。

In the event that you have an issue or concern with regard to corruption, please immediately contact us. 如您有任何关于腐败的问题或疑虑, 请立即联系我们。

Article Nine Effectiveness of General Terms and Sales Contracts and Service of Notices

第九条 通用条款及销售合同的生效及送达

1. These General Terms shall come into force from the signature date by the parties, and cross-page seal shall be affixed on all pages, including all the attached pages. The original shall be made in duplicate, one copy for each party.

本通用条款自双方签字盖章之日起生效, 包括所有附件页在内均需加盖骑缝章, 正本壹式贰份, 由买卖双方各执壹份。

2. The address of the parties in this general term will be each party's mailing address for sending or receiving documents related with this general term, the party whose address will be changed shall notify the other party; and if the party fails to do so, all legal liability shall be borne by the party. If the contact address in sales contract is different with the general term, the address in sales contract will prevail. All documents and notices in connection with these General Terms, the sales contracts and the contract shall be sent in writing by registered mail with receipt, express delivery, fax, e-mail confirmed by the other party. The parties shall send notice to inform the other party in accordance with the contact person, address and contact information in the signature and seal column of these General Terms. If the address for service of documents in the sales contract is inconsistent with these General Terms, the sales contract shall prevail. If either party needs to change the mailing address, it shall notify the other party in writing in a timely manner; otherwise it shall bear the legal consequences arising therefrom.

与本通用条款、销售合同以及与合同相关的一切文件、通知都应以带有回执的挂号信、快递、传真、经对方确认的电子邮件等书面形式发出。双方均应按照本通用条款签字盖章栏的联系人、地址和联系方式送达以及通知对方。如果销售合同中的文件发送地址与通用条款不一致, 以销售合同为准。一方如需变更收件地址的, 应当以书面的形式及时通知另一方, 否则将承担由此引起的法律后果。

3. The Chinese version of these General Terms and the sales contract signed under these Terms shall prevail.

本通用条款以及依据本通用条款签订的销售合同的内容以中文为准。

4. The sales contracts based on these General Terms shall come into force as of the date it is signed and sealed by the parties, and the sales contracts shall be made in duplicate, one for each party.

依据本通用条款签订的销售合同自双方签字盖章之日起生效, 正本壹式贰份, 由买卖双方各执壹份。

Article Ten Governing Law; Jurisdiction

第十条 准据法及管辖

The interpretation, effectiveness and performance of these General Terms shall be governed by the laws of the People's Republic of China. The interpretation of trade terms in US dollar contracts shall refer to the United Nations Convention on Contracts for the International Sale of Goods, and the governing law shall also be the laws of the People's Republic of China. In the event of any dispute in the performance of these General Terms and the sales contract signed in accordance with these General Terms, either party may bring a lawsuit to the court in the place where Seller is located.

本通用条款、依据本通用条款签订的销售合同的解释、效力及履行适用中华人民共和国法律，美元合同关于贸易术语的解释参照《联合国国际货物销售合同公约》，准据法仍适用中华人民共和国法律；双方在履行本通用条款、依据本通用条款签订的销售合同时如有争议协商不成的，任何一方均可向卖方所在地法院提起诉讼。

Article Eleven Miscellaneous

第十一条 其他

These General Terms, the sales contracts made in accordance with these Terms, and any attached documents referred to herein constitute the entire agreement between the parties. Any modification shall be made by the parties through a supplementary agreement in writing. In the event of any difference between the General Terms and the sales contract, the sales contract shall prevail.

本通用条款、依据本通用条款签订的《销售合同》以及所提及的任附带文件构成了双方的完全协议，如修改双方需以书面形式订立补充协议。通用条款与《销售合同》约定有不同的，以销售合同为准。

Appendixes:

合同附件:

1. Product Return Process 产品退检流程
2. Declaration for Integrity 诚信承诺书
3. Mutual Non-Disclosure Agreement

Appendix 1

附件一

Product Return Process

产品退检流程

1. Swagelok installation and usage instructions should be obeyed to use Swagelok products. If the customer finds problems during the usage, please communicate with Swagelok Sales Engineers first to solve the problems.

世伟洛克产品的使用应遵守世伟洛克公司的安装及使用说明。若客户在产品使用过程中发现问题，请先联系世伟洛克销售工程师协助解决。

2. If the customer wants to return Swagelok products to have an evaluation, please first communicate with Swagelok Sales Engineers, who will help the customer finish the return of the products. There are several important points which should be confirmed or finished before the return of products.

若客户需要将世伟洛克产品退回制造商美国世伟洛克公司进行检测，请联系世伟洛克销售工程师，由他们负责协调产品退检流程。申请产品退检必须遵守以下几点：

a. The products were not damaged artificially.

产品没有遭受到人为破坏。

b. The customer must provide true, necessary product usage information.

客户必须提供真实、必要的产品使用情况。

c. If the products were ever exposed to non-inert material, an English MSDS or Product Safety Data of this material must be provided.

若产品曾接触过非惰性介质，必须提供该介质英文版的 MSDS 或产品安全数据

d. The returned products must be decontaminated, an English decontamination instruction must be provided. The customer must assure there is no contamination or residual material in or on the returned products.

使用过的产品必须经过清洗，提供英文的清洗说明，保证退检产品内外无污物、无残留介质。

3. After receiving the necessary documents and returned products, Swagelok will release the Returned Product Evaluation Report in one or two months. Swagelok Sales Engineers will transmit the report to the customer and solve the problem according to the result of the report.

美国世伟洛克公司在接收到必要文件和退检产品后 1 至 2 个月，出具退检报告，由销售工程师将报告转发给客户，按报告的结果处理问题。

4. If there is no defect in workmanship or material according to Returned Product Evaluation Report, Swagelok will not repair or replace the products.

经世伟洛克工厂检测，无工艺或材料问题的，世伟洛克不予修理或替换。

Appendix2

附件二

Declaration for Integrity

诚信承诺书

As a cooperative supplier/customer of Swagelok (Shanghai) Fluid Systems Technologies Co., Ltd. (hereinafter referred to as "Company"), the undersigned would like to eliminate illegal actions together with Company, including but not limited to commercial bribery; and the undersigned warrants that:

我公司作为世伟洛克（上海）流体系统科技有限公司(以下简称“世伟洛克”)的合作厂商/客户，愿与世伟洛克一起共同消除商业贿赂等违法行为，并做出如下承诺：

1. The undersigned prohibits itself and/or its relevant employees, officers or principals to provide any presents, money or any tangible or intangible interests through any other methods (other than reasonable and customary business souvenir meal and entertaining proven acceptable under Chinese law. For souvenir, any souvenir that is priced over 200RMB is deemed inappropriate and unacceptable). 我公司严禁本公司及相关人员向世伟洛克员工和/或家属提供任何钱款、礼物或通过其他方式给与有形或无形的利益[除符合中国相应的法律规定、合理和合乎风俗的商务纪念品(价值 200 元以下)、聚餐和招待以外]。

2. If the undersigned authorizes itself and/or its relevant employees, officers or principals to engage in any of the aforesaid actions, Company is entitled to terminate the cooperation with the undersigned and cancel the agreement entered into by the parties. At the same time, the undersigned agrees to pay the fine for breach of this Declaration, which shall be all losses, damages, costs, legal fees, penalties and all damages caused to Swagelok or Company from such acts and any other restitution provided by law. 如我公司授意本公司及相关人员向世伟洛克员工/或家属进行上述行为的，一经发现，世伟洛克公司除可解除双方的合同、停止合作外，我公司愿支付违约金，涵盖因商业受贿行为以及因此解约所造成的损失，赔偿，成本，法律费用和所有因此给世伟洛克造成的损失及法律规定的全部责任。

3. If the undersigned and/or its relevant employees, officers or principals treat Company's employees and/or their families secretly, or provide any interests to Company's employees and/or their families, the undersigned shall immediately notify Company; if the undersigned fails to do so, the above Article 2 may be applied;

如我公司及相关人员私自向世伟洛克公司员工或家属请客或提供利益的，我公司发现后将立即通知世伟洛克、否则按第 2 条方式处理；

4. If Company's employees ask for any tangible or intangible interests from the undersigned and/or its employees, the undersigned will notify Company immediately and coordinate with Company to deal with such employees according to the laws. Company may terminate the cooperation with the undersigned permanently if the undersigned conceals such acts of asking for bribes.

如世伟洛克员工向我公司人员索取任何有形或无形的利益的，我公司将立即通知世伟洛克，配合世伟洛克依法处理违法员工，如隐瞒不报，世伟洛克可永久停止与我公司的合作。

Report E-mail (举报邮箱): JuBao@swagelok.com

Appendix 3.

附件三

Mutual Non-Disclosure Agreement

保密协议

This Non-Disclosure Agreement (hereinafter “Agreement”) is made by and between the two parties.

本保密协议（以下简称“本协议”）由本合同双方共同订立。

In connection with business dealings between the parties, it may be necessary for Swagelok to disclose certain confidential and proprietary information to Company. Therefore, Swagelok requires Company to hold all information provided in strict confidence.

因双方之间的业务往来，世伟洛克可能需要向公司披露某些机密、专有信息。因此，世伟洛克要求公司对其提供的所有信息严格保密。

- Confidential Information.** “Confidential Information” means confidential, non-public, proprietary information of a party, whether disclosed by a party or on its behalf orally, in writing, electronically, in other tangible form or format, or through or by observation, including without limitation trade secrets, prototypes, product samples, design documents, drawings, prints, know-how specifications, flowcharts, worksheets, data, reports, software, whether in humanly-readable or machine-readable form, documents, correspondence, information concerning products, designs and manufacturing processes, distribution, finances, sales and purchasing practices, and personnel, in any form, originated by, licensed to, or prepared for a party, and any information relating directly or indirectly to an identifiable natural person. Any information, documents, notes, or derivative works containing or derived from Confidential Information shall also be considered Confidential Information.

机密信息 “机密信息”是指一方的机密、非公开、专有信息，无论是由一方或其代表以口头、书面、电子、其他有形形式或格式披露，还是通过观察披露，包括但不限于商业秘密、原型、产品样品、设计文件、图纸、印刷品、专有技术规范、流程图、工作表、数据、报告、软件，无论是人类可读形式还是机器可读形式，以及由一方产生、获得使用许可或他人代为准备的任何形式的文件、通信、有关产品、设计和制造工艺、分销、财务、销售和采购情况以及人员的信息，以及与可识别自然人直接或间接相关的任何信息。包含或来源于机密信息的任何信息、文件、说明或衍生作品也应视为机密信息。

- Obligations of Confidentiality and Non-Use.** Swagelok may from time to time disclose its Confidential Information to Company. Company agrees that it (a) will use Confidential Information only for purposes of its dealings with Swagelok, (b) will not disclose Confidential Information to any third party, and (c) will exercise precautions to prevent the disclosure or use of Confidential Information with at least the same level of care Company uses for its own Confidential Information but in no case less than reasonable care. Upon written request of Swagelok, Company shall promptly destroy or return the Confidential Information; provided that, subject to continuing obligations of confidentiality, Company shall not be obligated to return or destroy Confidential Information that is stored in its data backup or recovery system.

保密和停止使用义务 世伟洛克可能随时向公司披露其机密信息。公司同意：(a) 仅将机密信息用于其与世伟洛克的交易目的；(b) 不会向任何第三方披露机密信息；以及(c) 持至少与对待其自身机密信息相同的谨慎程度，采取预防措施，防止披露或使用机密信息，在任何情况下此类谨慎程

度不得低于合理的谨慎程度。世伟洛克提出书面要求时，公司应立即销毁或归还机密信息；但是，公司无须归还或销毁存储在其数据备份或恢复系统中的机密信息，但须遵守永久保密义务。

3. **Exclusions.** Confidential Information does not include information that (a) was already known to the Company, as shown by documentary evidence, prior to its receipt of the information from Swagelok and without an obligation of confidentiality, (b) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Company or its Representative (as defined in Section 4 below), (c) is or has been lawfully disclosed to the Company by a third party without an obligation of confidentiality upon the third party or Receiving Party, or (d) is independently developed by the Company without reference to or use of Confidential Information disclosed under this Agreement.

除外情况 机密信息不包括属于以下情况的信息：（a）公司有书面证据证明其在收到世伟洛克提供的信息前已经知悉且不负有保密义务的；（b）非因公司或其代表（定义见下文第 4 条）违反本协议而向公众普遍公开的；（c）由第三方合法披露给公司且该第三方或接收方不负有保密义务的；或（d）公司在不参考或使用根据本协议披露的机密信息的情况下独立开发的。

4. **Representatives.** Notwithstanding the obligation set forth in Section 2(b), Company may disclose the Disclosing Party's Confidential Information to its affiliates, accountants, consultants, and attorneys (each a "Representative") that: (a) need to know the Confidential Information to carry out dealings between the parties; (b) are informed by the Company of its obligations under this Agreement; and (c) are bound by the terms of its employment or engagement to treat the Confidential Information in a manner consistent with the terms of this Agreement.

代表 尽管有第 2 (b) 条规定的义务，公司可以向其关联公司、会计师、顾问和律师（分别称为“代表”）披露披露方的机密信息，前提是该等人员满足以下条件：（a）为了进行双方之间的交易而对机密信息有知情需要；（b）公司告知其在本协议项下的义务；以及（c）受其雇佣或聘用条款约束，须以符合本协议条款的方式处理机密信息。

5. **Compelled Disclosures.** If Company or its Representative is required by order, subpoena, investigative demand, discovery request, or other legal process to disclose any Confidential Information, it will provide Swagelok with prompt notice of the request, unless otherwise prohibited by law, so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with this Agreement. If Company is compelled to disclose Confidential Information pursuant to such process, Company shall disclose only that part of the Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

强制披露 如果命令、传票、调查令、强制披露令或其他法律程序要求公司或其代表披露任何机密信息，除非法律另有禁止，否则公司将立即向世伟洛克发送该等指令通知，以便披露方寻求适当的保护令和/或放弃遵守本协议。如果公司根据该等程序被迫披露机密信息，则应仅披露其法律顾问认为需要披露的机密信息部分。

6. **No Transfer of Rights or Warranty.** Nothing in this Agreement shall be construed to convey any rights or license to present or future patents, patent applications, trademarks, copyrights, trade secrets, or any other intellectual property rights of either party, and Confidential Information shall remain the exclusive property of Swagelok. SWAGELOK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF CONFIDENTIAL INFORMATION

DISCLOSED TO THE COMPANY AND SHALL NOT BE LIABLE TO COMPANY OR ITS REPRESENTATIVES RELATING TO THEIR USE OF CONFIDENTIAL INFORMATION.

不转让权利或无保证 本协议中的任何内容均不得解释为转让任何一方现有或未来专利、专利申请、商标、版权、商业秘密或任何其他知识产权的任何权利或许可，机密信息始终是世伟洛克的独有财产。世伟洛克对披露给公司的机密信息的准确性或完整性不作任何明示或默示陈述或保证，也不对公司或其代表使用机密信息的行为承担任何责任。

7. **Termination.** This Agreement begins on the Effective Date and continues until terminated by either party upon 30 days written notice. Termination of this Agreement shall not relieve the Company of its obligations under Section 2, including the obligation to keep trade secrets confidential, which shall continue indefinitely.

终止 本协议自生效日期起生效，有效期至任何一方提前 30 天发送书面通知终止。本协议的终止不得解除第 2 条规定的公司义务，包括对商业秘密保密的义务，该义务应无限期持续有效。

8. **Export Controls.** The parties shall take such measures as necessary to ensure that the disclosure, communication, and use of Confidential Information complies with applicable export control laws.

出口管制 双方应采取必要措施，确保机密信息的披露、传播和使用符合适用的出口管制法律。

9. **No Further Obligations.** Nothing in this Agreement obligates either party to enter into or proceed with any purchase, sale, or other business transaction or relationship.

无其他义务 本协议中的任何内容均未强制任何一方达成或继续进行任何购买、销售或其他商业交易或关系。

10. **No Assignment.** Neither party shall assign this Agreement or any rights provided under this Agreement without the prior written consent of the other. Any such attempted assignment shall be null and void.

不得转让 未经另一方事先书面同意，任何一方不得转让本协议或本协议项下规定的任何权利。任何此类试图转让均属无效。

11. **Governing Law, Venue, Injunctive Relief.** This Agreement shall be governed and construed under the laws of the State of Ohio, U.S.A. without regard to any conflicts of law provisions. The parties irrevocably agree to submit to the jurisdiction of the courts sitting in Cuyahoga County, Ohio U.S.A. for any disputes arising out of or related to this Agreement. The parties acknowledge that money damages will be both incalculable and an insufficient remedy for a breach of this Agreement. Accordingly, the parties agree that in the event of any breach of this Agreement, the non-breaching party shall be entitled to seek equitable relief, including, without limitation, injunctive relief or specific performance, without any requirement to post bond as a condition of such relief. If either party elects to seek injunctive relief for breach of this Agreement, such election shall not preclude the non-breaching party from pursuing other legal remedies. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

管辖法律、审判地、禁令救济 本协议受美国俄亥俄州法律管辖并依其解释，但不适用任何法律冲突规定。双方不可撤销地同意服从美国俄亥俄州凯霍加县法院对由本协议引起的或与本协议有关的任何争议的管辖。双方承认，金钱赔偿可能不足以充分补偿违反本协议的行为造成的损害。因此，双方同意，如果发生任何违反本协议的行为，守约方有权寻求衡平救济，包括但不限于禁令救济或特

定履行，而无需要求守约方缴纳保证金作为此类救济的条件。如果任何一方选择对违反本协议的行为寻求禁令救济，该选择不妨碍守约方寻求其他法律救济。双方特此不可撤销且无条件地放弃就本协议引起的或与本协议有关的任何索赔申请陪审团审判的权利。

12. **Severability.** The provisions of this Agreement are separable and severable. If any term or provision of this Agreement is void, invalid, unenforceable, or in conflict with any applicable law, all other provisions shall remain valid and fully enforceable.

可分割性 本协议的条款是可分离、可分割。如果本协议的任何条款或规定无效、不可执行或与任何适用法律相冲突，所有其他条款仍有效并完全可执行。

13. **Entire Agreement, Modification, Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and may not be amended or modified, except by a writing signed by the duly authorized representatives of the parties. No failure or delay by either party in exercising any rights or remedies under this Agreement shall be considered a waiver of those rights or remedies. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

完整协议、修改、弃权 本协议构成双方就本协议标的达成的完整协议，对本协议进行的任何修订或修改，须以书面形式作出，并经双方正式授权代表签字。任何一方未能或延迟行使本协议项下的任何权利或救济，不得视为该方放弃该等权利或救济。弃权须以书面形式作出并经执行对象签字，否则弃权无效。

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or electronically mailed counterparts of this Agreement shall be deemed an original.

协议文本 双方可签署多份文本，每份文本均视为一份原件，所有文本共同构成同一文据。本协议的传真或电子邮箱副本应视为原件。

The foregoing is acknowledged and agreed to by the parties.

双方承认并同意上述内容。