

Alleima General Terms of Sales Agreement

合瑞迈销售合同通用条款

Article 1 – General

第一条 总则

These General Terms of Sales Agreement are applicable to all offers made by Alleima and products Sales Agreements concluded with Client, including associated agreements, and to all other legal relationships arising between Alleima and the Client as a result of the performance of these products Sales Agreements concluded between Alleima and the Client, insofar as these are not explicitly deviated from in writing. The applicability of the general terms and conditions of the Client is expressly excluded.

本销售合同通用条款适用于所有合瑞迈发出的要约和与客户订立的产品销售合同包括相关附属协议，以及如书面相反规定时适用于任何因履行合瑞迈和客户间订立的产品销售合同和/或附属协议而在合瑞迈和客户之间产生的法律关系。特此明示排除客户的通用条款的适用。

Article 2 – Definitions

第二条 定义

In these General Terms of Sales Agreement, the following terms are understood to mean:

本销售合同通用条款中以下术语具有如下含义：

Sales Agreement: any contract or agreement for the sale of Products, entered into by and between Alleima and Client, including these General Terms of Sales Agreement as an integral part thereof.

销售合同：指合瑞迈和客户就合瑞迈向客户销售产品达成的合同或协议，其中本销售通用条款为其不可分割的一部分。

Client: those to whom ALLEIMA makes an offer or with whom ALLEIMA concludes a contract or agreement for the delivery of Products by ALLEIMA, whom is also referred to as Buyer in the Sales Agreement. Alleima's distributors shall also be deemed to be "Client".

客户：指收到合瑞迈要约的一方或合瑞迈为交付产品与之订立销售合同的一方，销售合同中也称“买方”，合瑞迈的经销商也应被视为“客户”。

Product or Products: all products, equipment, accessories, and/or components and spares, sold to the Client by ALLEIMA.

产品：指合瑞迈销售给客户的产品、设备、备件、和/或零配件。

Written Form: refers to the form of paper hardcopy, or in the form of electronic data or a sequence of information in the form of electronic program.

书面：指使用纸质文件记录的形式，或通过电子记录或电子程序组成的一系列信息的形式。

ALLEIMA: refers to the subsidiaries of ALLEIMA group in China and their branch companies in China.

合瑞迈：指合瑞迈集团在中国的子公司及这些子公司在中国的分公司。

Article 3 – Product information and Confidentiality

第三条 产品信息和保密义务

3.1 All information and data related to the Products and contained in ALLEIMA's brochures, drawings, catalogues, price lists and other similar documents are for information purpose only, and are binding only to the extent that the contents of any such document are expressly incorporated in writing in the Sales Agreement.

3.1 所有合瑞迈的产品手册、图片、商品目录、价目表等包含的产品数据，只有在双方签订的书面销售合同中明文援引的信息才具有约束力。

3.2 All Product manual, catalogue, price list, PowerPoint presentation, technical drawings, manufacturing specifications, and conclusion supplied by ALLEIMA during the course of offer and/or for the purpose of concluding the Sales Agreement, remain ALLEIMA's property and confidential information.

ALLEIMA has the copyright over the abovementioned material. The receiving party shall keep it confidential and should not copy or disclose to any third party without ALLEIMA's prior written consent, or use for any other purpose other than the one in discussion with ALLEIMA. In the event of disclosure of proprietary information of ALLEIMA by the Client, the Client shall be liable for all damage occurred to ALLEIMA as a consequence of any such unauthorized disclosure or use.

3.2 所有合瑞迈公司在要约过程中提供的或为缔结销售合同而提供的商品目录、产品手册、价目单、电子演示文档、技术图纸、制造规格、分析结果都是合瑞迈所有的财产和保密信息。合瑞迈享有其相应的著作权。接受方有保密的义务，未经合瑞迈事先书面同意不得复制，不得向第三方披露，以及不得为与合瑞迈磋商的项目无关的目的使用该等信息。如因客户未经许可披露或不当使用合瑞迈的保密信息，客户应向合瑞迈承担赔偿责任。

Article 4 – Conclusion of sales agreement

第四条 销售合同的订立

4.1 A Sales Agreement shall be concluded pursuant to the following manners, including but not limited to:

4.1 销售合同可以依照包括但不限于以下方式订立：

(i) A written contract or agreement is signed by ALLEIMA and Client;

1) 合瑞迈与客户签订书面合同；或

(ii) Upon receipt of a Purchase Order or other order document from the Client, ALLEIMA may issue an Order Acknowledgement or other written confirmation, which may attach, refer to, or provide a website link to main trading terms or these General Terms of Sales Agreement. If the Client does not object in writing before delivery and/or accepts delivery, makes payment, or otherwise performs the transaction, the Client shall be deemed to have accepted the Order Acknowledgement and the main trading terms/these General Terms of Sales Agreement, and the Sales Agreement shall be deemed concluded. Any terms contained in the Client's Purchase Order or other documents shall not

apply unless expressly accepted by ALLEIMA in writing.

2) 客户向合瑞迈发送采购订单或其他订单文件后，合瑞迈可向客户发送订单确认书或其他书面确认文件，并可随附、引用或通过网站链接提供主要交易条款或本销售合同通用条款。客户如未在交付前以书面形式提出异议，和/或接受交付、支付货款或以其他方式履行交易，应视为已接受订单确认书及主要交易条款或本销售合同通用条款，据此成立销售合同。客户采购订单或其他文件中的任何条款，除非经合瑞迈明确书面接受，否则不适用。

4.2 The Sales Agreement consists of the signed sales agreement/sales contract (if any), Order Acknowledgement, Purchase Order, quotation, technical documents, Alleima General Terms of Sales Agreement and any other documents expressly incorporated by reference therein, and constitutes the entire agreement between the parties with respect to the relevant transaction. All prior or contemporaneous oral or written discussions, negotiations, representations or understandings not expressly incorporated therein are superseded.

4.2 销售合同由双方签署的销售协议/合同、订单确认书、采购订单、报价单、技术文件、合瑞迈销售合同通用条款以及双方明确引用的其他文件共同构成，并构成双方关于相关交易的完整协议。除上述文件外，任何先前或同期的口头或书面沟通、陈述、谈判或承诺均不构成双方合同内容。

4.3 Any amendment, supplement, cancellation or early termination of the Sales Agreement shall be made in writing, including by agreement, Order Acknowledgement, email correspondence or other electronic records capable of being retained and reproduced. The Client shall not cancel or terminate the Sales Agreement without ALLEIMA's prior written consent.

4.3 销售合同的任何变更、补充、取消或提前终止，均应以书面形式确认，包括合同、补充协议、订单确认书、电子邮件或其他能够有形表现所载内容的数据电文。客户不得单方面取消或解除销售合同，除非经合瑞迈书面同意。

4.4 Where the Sales Agreement consists of multiple documents, such documents shall be read together as one agreement. Alleima General Terms of Sales Agreement shall form an integral part of every Sales Agreement. In case of inconsistency, the following order of precedence shall apply:

- (a) any signed Sales Agreement or Order Acknowledgement issued or confirmed by ALLEIMA;
- (b) Alleima General Terms of Sales Agreement;
- (c) technical specifications, drawings and other transaction documents;
- (d) the Product description, quantity, price, delivery schedule and delivery location stated in the Client's Purchase Order.

Any other standard terms, purchase conditions or boilerplate provisions contained in the Client's Purchase Order or other documents shall be of no effect unless expressly accepted by ALLEIMA in writing.

4.4 在销售合同由多个文件构成时，各文件共同组成完整的销售合同。合瑞迈销售合同通用条款适用于所有销售合同，并构成其不可分割的一部分。文件内容发生不一致时，适用下列优先顺序：

- (1) 双方签署的销售合同或双方确认的订单确认书；
- (2) 合瑞迈销售合同通用条款；
- (3) 技术规格、图纸及其他交易文件；
- (4) 客户采购订单中有关产品型号、数量、价格、交付时间和交货地点等订单信息。

除上述订单信息外，客户采购订单或其他文件中的任何通用条款、采购条款或格式条款均不适用，除非经合瑞迈明确书面接受。

4.5 In case the Client unilaterally early terminates the Sales Agreement without a justified cause, ALLEIMA has the right to retain 5% of the total contract value of the Sales Agreement as liquidated damage, and ALLEIMA is also entitled to claim from Client the reimbursement of all reasonable costs and expenses incurred by ALLEIMA up to the time of receipt of early termination notice, including but not limited to any production or works expenses, any expenses for

purchasing or engagement of subcontractor etc. The Sales Agreement of tailor-made Products shall not be early terminated by the Client.

4.5 在客户无故单方面取消或解除合同的情况下，合瑞迈保留收取合同总金额 5% 的违约金的权利，以及向客户收取合瑞迈在收到客户解除通知之前为履行发生的全部合理成本和费用，包括但不限于包括但不限于任何生产或工作费用、以及任何采购、聘用分包商和其它费用。定制产品的销售合同，客户不得单方面取消或解除。

4.6 The Sales Agreement shall be deemed concluded on the date the written Sales Agreement is signed by both parties, or on the date ALLEIMA issues the Order Acknowledgement or other written order confirmation, unless otherwise expressly stated therein.

4.6 销售合同成立日期为双方签署书面销售合同之日，或合瑞迈发出订单确认书或其他书面订单确认文件之日，除非该确认文件另有明确约定。

Article 5 – Products and Quality assurance

第五条 产品和服务质量担保

5.1 ALLEIMA assures that its Products conform to the quality standard and specifications and warranty period as agreed in the Sales Agreement. ALLEIMA does not warrant the Products fit for the purpose. The Client must determine for himself whether the Products are appropriate for the purpose for which he wishes to employ them and satisfy the technical requirements of the Client. Advice provided by ALLEIMA in the context of the delivery of the Products shall not lead to any liability of ALLEIMA, unless this advice is to be regarded as Paid Consulting.

5.1 合瑞迈担保其产品符合销售合同中明文约定的质量标准 and 规格以及质量保证期。合瑞迈不担保产品适合用途。客户必须自行确定产品是否符合其要求的用途和技术要求。除非合瑞迈交付产品时提供的建议为付费咨询，否则合瑞迈不承担有关建议的责任。

5.2 For complete components or computer control system (including the software) obtained by ALLEIMA from third parties and which ALLEIMA forwards as

complete components and/or installs without alteration, ALLEIMA shall not warrant its performance and not be held liable for any damages, losses or expenses due to failure of performance of such components, unless these components or computer control system have been incorporated into the Products of ALLEIMA and provided together with the Products.

5.2 如果产品包括完整的由第三方生产或提供的部件或计算机控制系统（包括相关的软件）且未经合瑞迈变更即完整交付和/或安装，合瑞迈不对这些部件的性能提供担保，合瑞迈不对于该等部件导致的产品的失效、损坏承担责任，但如果这些部件是整合在合瑞迈产品内一起提供的除外。

5.3 If the Client prescribes that ALLEIMA employ particular equipment or particular suppliers, this shall be at the risk of the Client. ALLEIMA is not liable if it appears that this equipment is inadequate or if these suppliers cannot perform their duties properly or in a timely manner.

5.3 如果客户指定合瑞迈使用特定的设备或特定的供方，则该风险由客户承担。如果出现该设备不合格或该供方不能适当或及时履行其义务的情况，合瑞迈不承担责任。

5.4 The Client shall be responsible for the specification and/or standard of the customized Products, which ALLEIMA provide pursuant to the specification and/or standard designated by the Client. Furthermore, the Sales Agreement of customized Products shall not be terminated by the Client as the Products are made for sole purpose of the Client.

5.4 对于客户指定规格和标准的定制产品，客户应自行负责该规格和标准，同时鉴于定制产品是专门适用客户的，定制产品的销售合同不适用合同解除的规定，客户不得解除。

Article 6 – Price and payment

第六条 价格和付款

6.1 Unless otherwise agreed, for the sale of Products, one-third portion of the price must be paid within seven (7) days upon signing of the Sales Agreement

and two-thirds within seven (7) days upon notification that the Products is ready for shipping.

6.1 除非销售合同另有约定，销售产品时，销售合同签订后的七(7)日内客户应支付合同总价款的三分之一，产品装运通知发出的七(7)日内客户应支付剩余合同总价款的三分之二。

6.2 All payments must be made in full in the currency agreed upon, without any deduction, deferment or set off, to the bank account to be specified by ALLEIMA on the invoice. ALLEIMA is at all times authorised to require payment securities from the Client. Unless ALLEIMA determines otherwise, payments made by the Client extend in the first instance to settlement of all interest and costs incurred, and secondarily to the longest outstanding invoices, even if the Client indicates that the payment concerns a later invoice.

6.2 所有付款必须以约定的货币全额汇入合瑞迈指定的银行账户，不允许任何扣减，延期或抵消。付款发生的手续费用应当由付款方承担。除非合瑞迈另有决定，即使客户表示支付的款项是其后的某张发票，客户的付款仍应首先用于支付所有已产生的费用和利息，其次为最早的未付发票。

6.3 From the date that payment was due, the Client is charged at a rate of the one year Loan Prime Rate released by the National Interbank Funding Center with the authority of People's Bank of China (PBOC) as a basis plus 30%-50% as well as the full amount of the judicial and extra-judicial costs actually incurred in connection with collection, without any notice of default being required.

6.3 自付款到期之日起，无需另行发出违约通知，客户应就逾期付款向合瑞迈支付中国人民银行授权全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）标准为基础，加计 30-50% 计算逾期付款违约金以及实际产生的与催收有关的诉讼和诉讼外费用。

6.4 If one or more cost components undergo an increase after the date of concluding the agreement – whether or not this takes place as a result of unforeseeable circumstances or as a result of altered governmental regulations – then ALLEIMA is authorised to increase the agreed-upon price accordingly.

6.4 合同订立后，如因不可预见情况以及政府法规改变而导致一项或多项费用增加，合瑞迈有权要求相应调整价格。

6.5 In the event of suspension of performance of Agreement upon Client's instruction or due to Client's not having given ALLEIMA adequate instructions, the price of the Products or Services shall be increased to cover any extra expense incurred by ALLEIMA.

6.5 如客户要求暂停履行合同，或因客户未给予合瑞迈明确的指示以至于合瑞迈无法继续履行合同，合瑞迈有权要求客户支付由此产生的增长的或额外费用。

6.6 If the Client does not meet his payment obligations or obligation to provide security, or does not do so satisfactorily or in a timely manner, as well as in the case of bankruptcy, (provisional) suspension of payments (or a comparable situation in the country of the Client's place of business), closure or liquidation of his company, ALLEIMA has the right to immediately claim all amounts due.

6.6 如客户不履行其付款义务或提供担保的义务，或不能令人满意地或不能及时履行以上义务，以及如果客户破产、停止付款、客户公司关闭或清算，合瑞迈有权请求客户立即支付全部款项。

Article 7 – Delivery

第七条交付

7.1 Unless otherwise agreed, the Products shall be delivered Ex Works according to the Incoterms® 2020. Partial deliveries are permitted.

7.1 除非销售合同另有规定，产品的交付按照《2020年国际贸易术语解释通则》规定的合瑞迈工厂交货。允许部分交付。

7.2 Under the Sales Agreement of Products, the Client will be deemed to have accepted the quantity and specification of the Products as being strictly in accordance with the Agreement unless the Client has notified ALLEIMA in written of any deficiency, shortages or nonconformity within fourteen (14) days of receipt. In case of such a nonconformity notice sent from the Client, such nonconformity notice shall be signed by representative from both ALLEIMA and Client, or the Client shall commodity inspection report

issued by commodity or inspection institution acceptable by both parties, otherwise the notice from the Client shall be viewed as void and invalid.

7.2 在产品销售合同中，除非客户在收到货物后的十四(14)天内就货物短缺或不符书面通知合瑞迈，否则即认为合瑞迈履行了产品的交付义务且产品的数量和规格符合合同的要求。如客户提交不符的书面通知，该书面通知应由双方代表书面签署、或客户应提供双方共同认可的商检机构出具的检验证书，否则客户提出的货物短缺或不符应视为无效。

7.3 After acceptance in accordance with Article 7.2 of these General Terms of Sales Agreement, ALLEIMA's liability regarding its obligation to fulfil the Sales Agreement is limited to fulfilment of the guarantee obligations (if warranted).

7.3 根据本销售合同通用条款第 7.2 条的规定验收完毕，合瑞迈在销售合同下的义务则仅限于销售合同下的质保责任（如有）。

7.4 The agreed delivery period begins on the day that the Sales Agreement is concluded, all information necessary for the work has been received by ALLEIMA, agreed deposits have been made by the Client and agreed payment securities have been provided.

7.4 约定的产品交付期限从合同订立后合瑞迈收到所有工作需要的信息，客户依约定支付了预付款或提供付款担保之日起开始计算。

7.5 If the Client fails to accept delivery at the delivery time he shall nevertheless pay any part of the purchase price becomes due on delivery as if delivery had taken place. The warehousing expense and risk shall be borne by the Client. The date when ALLEIMA delivers the Products to the warehouse shall be deemed as actual delivery date.

7.5 如由于自身原因客户没有在交货时间及时接收合瑞迈的交货，客户仍应按照交货已发生向合瑞迈支付相关的到期价款。产品仓储的费用和风险由客户方承担，合瑞迈将产品交付仓储之日应被认定为交付之日。

7.6 If delay in delivery is caused by any of the circumstances mentioned in Article 12 below or by act

or omission on the part of the Client, including suspension due to late payment or anticipated non-performance, the time for delivery shall be extended by a period which is reasonable having regard to all circumstances. This provision applies regardless of whether the reason for delay occurs before or after the agreed time for delivery.

7.6 如交付迟延是由于以下第 12 条提及的情况导致的，或者是由于客户的原因造成的，包括客户逾期付款导致的履行暂停或预期违约，产品交付的时间应相应顺延。该顺延的规定既适用于交付时间到期之前也适用于之后。

Article 8 – Data furnished by client

第八条 客户提供的数据

The Client shall be sole responsible for providing the accurate and correct information regarding the usage of the Products and technical data as required, and also the working environment and conditions. The Client shall be responsible for the Product's compliance with local environment law on its own. Alleima will not undertake any costs, loss, or damage incurred from the incorrect data or the working environment and conditions not conforming to the information provided by the Client.

客户应当自行负责提供其要求的准确的产品用途和技术的数据，以及产品将使用的环境和条件。客户需对符合当地环境管理规定承担责任。合瑞迈不承担任何因为客户提供的相关数据不准确或因客户在不提供的环境和条件下使用产品所导致的花费、损失或损害赔偿。

Article 9 – Intellectual property rights

第 9 条 知识产权

9.1 All intellectual and industrial property rights arising from the performance of the Sales Agreement such as a renovation of the Product shall fall entirely to ALLEIMA, and ALLEIMA is authorised to register such rights in its name if necessary.

9.1 因履行销售合同如对产品进行修改而产生的知识产权和工业产权完全由合瑞迈所有，如有必要合瑞迈有权将该权利以自己名义注册。

9.2 ALLEIMA assumes no duty to indemnify the Client for any infringement of patents, trademarks, registered designs, copyright or any other intellectual property if:

9.2 在以下情况下，合瑞迈不向客户承担任何侵犯专利、商标、设计、著作权或其它知识产权的赔偿责任：

(i) the indemnity arises from a design or instruction furnished by the Client;

1)侵权赔偿是因为客户提供的产品技术要求导致的；

(ii) the Products are used in any manner, for any purpose, or in any country not specified by or disclosed to ALLEIMA;

2)侵权赔偿是因为客户向合瑞迈披露的产品使用方式和方式以及使用国家/地区与实际不符造成的；

(iii) the Client fails to give prompt notice in writing at earliest possible date of any claim made or action threatened or brought against the Client. ALLEIMA reserves the right to conduct any litigation that may ensue and all negotiations for the settlement of any claim relating to any intellectual property rights relating to the Products.

3)合瑞迈没有及时得到客户关于遭到或被威胁侵权索赔的书面通知。合瑞迈保留为解决与产品相关的任何知识产权相关的任何索赔而进行任何诉讼和所有谈判的权利。

9.3 The Client warrants that any design or instructions furnished to ALLEIMA do not and will not infringe or cause ALLEIMA to infringe in the execution of the Sales Agreement or otherwise, any patents, trademarks, registered designs, or any other intellectual property rights of any third party.

9.3 客户保证其向合瑞迈提供的产品技术要求不侵犯或不会侵犯他人的权利，并且不会使合瑞迈在履行合同时侵犯第三方的专利、商标、设计或其它知识产权。

Article 10 – Transfer of risk and Retention of title

第 10 条 风险和所有权转移

10.1 The risk of the Products transfers to the Client upon delivery.

10.1 产品一旦交付给客户，产品毁损灭的风险即转移给客户。

10.2 Notwithstanding delivery, possession or use of the Goods by the Client, title to the Goods shall remain with the ALLEIMA until the ALLEIMA has received full payment of the Contract Price and all other amounts due under this Agreement. Title to the Goods shall automatically pass to the Client upon the ALLEIMA's receipt of such full payment. For the avoidance of doubt, the transfer of title shall not affect any provisions of this Agreement relating to delivery, acceptance, transfer of risk or payment obligations.

10.2 尽管货物已交付或由客户占有、使用，在合瑞迈收到客户根据本合同应支付的全部合同价款及其他到期应付款项之前，货物所有权仍归合瑞迈所有；合瑞迈收到上述全部款项之日，货物所有权自动转移至客户。为避免歧义，货物所有权的转移不影响双方关于交付、验收、风险转移及付款义务的其他约定。

Article 11 – Exclusion of Consequential Damages and Cap of Liability.

第 11 条 间接损害排除及总责任限制

11.1 ALLEIMA accepts no indirect or consequential damages or losses in connection with execution or performance of the Sales Agreement for whatsoever reasons as far as allowed by the applicable law, such as damages or losses relating to or in connection with:

11.1 合瑞迈在法律所允许的范围内，无论何种情况下不承担任何因销售合同的签订或履行发生的间接性、或附随性损失或损害赔偿，例如涉及以下或与以下相关的损害：

- loss of profit ;
- decrease in revenue;
- loss of commercial opportunity;
- loss of turnover or production;
- stoppage or delay of production processes;
- diminution in value of Products;

- adverse effect on goodwill and/or reputation and/or trademarks; etc.

- 利润损失；

- 收入减少；

- 商业机会的损失；

- 营业额或生产损失；

- 生产过程中断或延期

- 产品价值的减损；

- 商誉和/或名誉和/或商标的不利影响，等；

and regardless of whether the damage occurs to the Client or a third party. The above exclusion of liability does not apply if and insofar as willful misconduct or gross negligence concerning the cause of the damage can be ascribed to ALLEIMA.

并且无论损害给客户或第三方造成的。如果相关损害原因是可归责于合瑞迈的故意或重大过失造成的，在此范围内上述免责不适用。

11.2 Without prejudice to the provisions of Article 11.1, ALLEIMA's liability for damage is limited to a maximum of 100% of the contract sum of Sales Agreement.

11.2 在不违反第 11.1 条规定的情况下，合瑞迈的最高赔偿责任限制在合同金额的 100%。

11.3 Within one month after the relevant facts have arisen, or the Client should have known the facts, of the grounds that give or could give cause for compensation, it should inform ALLEIMA of the facts and also provide all relevant data. If ALLEIMA requests return of the Products involved, the Client shall return as per request and if the claim has been accepted by ALLEIMA the transportation of return shall be ALLEIMA's cost.

11.3 客户在知道或应当索赔责任的事件发生后的一个 月内应书面通知合瑞迈索赔原因或可能的原因，并提供所有相关数据和证明文件。如合瑞迈要求，则客户应返还索赔的产品，若索赔被接受则运输费用由合瑞迈承担。

Article 12 – Force majeure

第 12 条 不可抗力

Force majeure: Force Majeure shall be understood to include all circumstances impeding the fulfilment, whether in a timely fashion or not, of the Sales Agreement and which cannot be ascribed to the party invoking force majeure. In any case, this includes but not limited to strikes, lockouts, states of war and siege, fire, natural disasters, outbreak of epidemic, public health emergency, quarantine restriction, labor shortage, transportation embargo or failure, curtailment or delay in transportation, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority (whether national, provincial, municipal, or otherwise). Force Majeure shall also include any applicable trade sanctions, economic sanctions, export control restrictions, import restrictions, trade embargoes, customs restrictions, revocation, suspension or failure to obtain any export, import, transit or other governmental authorization, permit or license, or any other governmental measure that prevents, delays or makes commercially impracticable the manufacture, sale, supply, delivery, transfer or use of the Products. The party invoking force majeure shall be released from its respective liabilities for partial or total non-execution of their obligations under the Sales Agreement (other than Client's payment obligations), if such non-execution is the consequence of force majeure as specified above and the force majeure has been reported by the party invoking force majeure in a timely way after it has occurred. If the Sales Agreement has already been partially performed by one party, whether by fabrication or partial delivery of products, the party is entitled to reasonable compensation for the costs of this performance incurred up until the moment of commencement of the force majeure.

不可抗力应理解为包括所有阻止以及时或不及时的方式履行合同，且不能归责于发生不可抗力的当事人一方的情况。任何情况下，不可抗力包括但不限于罢工，停工，战争和封锁状态，火灾，自然灾害，流行病爆发，突发公共卫生事件，检疫限制，劳动力短缺，运输禁运或故障，运输缩减或延误，任何政府或公共卫生机构或当局（无论是国家、省、市还是其他）的行为（包括法律、法规、命令、建议、不批准或未批准等）。不可抗力还包括任何适用的贸易制

裁、经济制裁、出口管制措施、进口限制、贸易禁运、海关限制、出口、进口、过境或其他政府许可、批准或授权被撤销、暂停、未获批准，或任何其他导致产品的制造、销售、供应、交付、转让或使用受到阻碍、延迟或在商业上明显无法合理履行的政府措施。如上述不可抗力的情况影响本销售合同的执行，以致合同一方未能全部或部分履行本销售合同下的义务，且发生不可抗力的一方已在不可抗力发生后及时通知对方，则发生不可抗力的一方对因此造成的违约不承担责任（客户的付款义务除外）。如果合同一方已部分履行销售合同，不管是生产或部分交付产品，履行方有权对不可抗力发生前因该履行而产生的费用获得合理补偿。

Article 13 – Suspension

第 13 条 中止

Without prejudice to its other rights, ALLEIMA is authorised to suspend its obligations (including the delivery term) under the Sales Agreement if the Client does not fulfil major or key obligation under the Agreement, or does not do so in a timely manner, or in the case of force majeure. If ALLEIMA invokes its right to suspend performance, ALLEIMA is authorised to impose a terminal reinstatement term on the Client after which ALLEIMA is authorised to early terminate the Sales Agreement in whole or in part without further obligation for damages, without prejudice to its other rights.

如果客户不履行销售合同项下主要或重大义务，或不及履行，或在不可抗力的情况下，合瑞迈有权中止其销售合同义务（包括交货义务）的履行，而不应损害其享有的权利。如果合瑞迈行使了其中止履行的权利，合瑞迈有权向客户提出要求其恢复履行的最后期限，期限过后合瑞迈有权全部或部分解除销售合同，不承担其他赔偿责任且不应损害其享有的权利。

Article 14 – Early termination of sales agreement

第 14 条 销售合同的提前解除

14.1 Without prejudice to the provisions in Article 12, the Client is only authorized to early terminate the Sales Agreement in whole or in part if, despite repeated notice of default in which a reasonable time frame for remedy of the unfulfilled obligation is given

each time, ALLEIMA remains in default of an essential obligation of the Sales Agreement that the Client suffers demonstrable damage from this default and has lost the purpose of the Sales Agreement. The Client's right to claim early termination in judicial and extra-judicial proceedings expires six months after the facts that give or may give grounds for early termination have arisen; however, with exception of Article 5.4.

14.1 除以上第 12 条规定，只有在客户一再发出违约通知，且违约通知每次都给予合理的期限补救未履行的义务，合瑞迈依然不履行合同的基本义务，同时客户因此遭受显而易见的损害且丧失了本销售合同的目的时，客户才有权全部或部分解除销售合同，但第 5.4 条规定的情况除外。

14.2 Notwithstanding of above provisions, in case that one party is in a status of bankruptcy, insolvency, or reach a similar agreement with its creditor or assets receiver, or has entered into liquidation and/or closure, the other party has the right to early terminate of the Sales Agreement without prejudice to its all other rights by serving a notice to the counterpart or the assignee of the Sales Agreement.

14.2 尽管有以上规定，如合同一方破产、资不抵债或者与其它债权人或资产接管人达成类似协议，或开始清算和关闭，合同另一方都有权在不影响自己权利的前提下，通知对方或已经接受合同转让的一方，要求解除该销售合同。

Article 15 Sanctions, Export Control

第 15 条 制裁，出口控制

Alleima shall have no obligation to fulfil the purchase order or sales agreement or sales contract and shall be entitled to delay the delivery of goods, suspend and/or terminate the purchase order or sales contract or sales agreement in whole or in part, if performance by Alleima under the purchase order/sales contract/sales agreement becomes or reasonably likely to become, impeded or made unreasonable onerous due to any Sanctions or applicable export control laws applicable to Alleima or to any of its affiliates. Client certifies (i) that it will not take any action in respect of products that are prohibited or penalized under applicable export control laws and (ii) that the products will not be re-exported or otherwise

re-sold or transferred to a destination, person or entity included on, or directly or indirectly owned or controlled by, acting on the behalf of or for the benefit of any party included on, any Sanctions List published by any Sanctions Authority, or otherwise handle the products in breach of Sanctions. In the event of any post-sale transfer, customer is fully responsible for complying with all Sanctions and obtaining any necessary export licenses. For the purpose hereof (i) **"Sanctions Authority"** means any governmental or official institution or agency of the US, People's Republic of China, UN, UK, EU or any other applicable country and (ii) **"Sanctions"** means any applicable economic or financial sanctions, laws, regulations or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority and (iii) **"Sanctions List"** means any list of persons or entities being the subject of any Sanctions published by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

如果由于任何制裁或适用于合瑞迈或其任何附属公司的适用出口管制法，导致合瑞迈就采购订单或销售合同或销售协议的履行变得，或有合理的可能性变得受阻或变得不合理繁重，则合瑞迈没有义务履行采购订单或销售合同或销售协议，并且有权暂停和/或终止全部或部分采购订单或销售合同或销售协议。客户证明 (i) 其不会对适用出口管制法禁止或处罚的产品采取任何行动，以及 (ii) 产品不会再出口或以其他方式转售或转让给任何制裁机构公布的任何制裁名单上的目的地、个人或实体，或由任何制裁机构公布的任何制裁名单上的任何一方直接或间接拥有或控制的目的地、个人或实体，或代表任何制裁机构公布的任何制裁名单上的任何一方或为其利益行事的目的地、个人或实体，或以其他方式处理违反制裁的产品。如果发生任何售后转让，客户全权负责遵守所有制裁并获得任何必要的出口许可证。就本销售合同而言，(i) “制裁机构”是指美国、中华人民共和国、联合国、英国、欧盟或任何其他适用国家的任何政府或官方机构；(ii) “制裁”是指任何制裁机构不时实施、管理或执行的任何适用的经济或金融制裁、法律、法规或贸易禁运 (iii) “制裁名单”是指由任何制裁机构发布的任何制裁对象的任何个人或实体名单，经不时修订、补充或替换。

Article 16 – Other provisions

第 16 条 其它条款

16.1 Either party is not authorised to transfer its rights and obligations arising from the Sales Agreement to third parties in any way whatsoever, without written permission from the other party..

16.1 未经销售合同另一方的书面许可，销售合同一方无权通过任何方式向第三方转让其因销售合同而产生的权利和义务。

16.2 If any article of these General Terms of Sales is shown to be invalid, voidable or otherwise non-binding, it shall be replaced by an article approximating the nature and scope of the invalid, voidable or otherwise nonbinding article as much as possible.

16.2 如果本销售合同通用条款的任何条款被有权机构认定无效，可撤销或其他无约束力的情形，应当将其取代为与该无效，可撤销或其他无约束力条款性质和范围尽量接近的条款。

16.3 After termination or nullification of the Sales Agreement for whatever reason, these General Terms of Sales continue to apply insofar as they have independent significance and/or insofar as required for the regulation of the consequences of the termination or nullification, including but not limited to the provisions concerning secrecy, delivery, penalty clauses, liability, legal jurisdiction and applicable law.

16.3 无论因何种原因销售合同终止，解除或无效，本销售合同通用条款中具有独立意义的条款，以及在必需调整和处理因终止，解除或无效造成的后果范围内依然有效，包括但不限于保密，交付，罚金条款，责任，管辖和适用法律相关条款。

16.4 This General Terms of Sales Agreement has been written in English and Chinese. Both the executed English and Chinese language versions are equally enforceable, the words and sentences in each version are construed to have the same meaning. In case of any discrepancy in the words or sentences used in the English and Chinese language versions, they shall be interpreted in light of the purpose of the Sales Agreement.

16.4 本销售合同通用条款以英文和中文撰写。签署的英语和中文版本具有同等效力，对英文和中文使用的词句推定具有相同含义。若出现英文和中文使用的词句不一致的，应当根据本销售合同的目的予以解释。

16.5 Either party of the Sales Agreement undertakes to obtain legally effective declarations from all persons who communicate with the other party of the Sales Agreement in its name or on its behalf in which these persons agree that the other party of the Sales Agreement may collect, store, process and use their personal data OR forward their personal data to third parties for the purpose of performing the Sales Agreement as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships. In this context, personal data in particular include their contact data, such as: name, address, position in the company, telephone number, email address, etc., as well as data pertaining to specific know-how, information about venues and times of meetings and similar data. Both parties of the Sales Agreement promise to process the above personal data in accordance with relevant Chinese laws, regulations, policies and standards.

16.5 本销售合同一方承诺向以其名义或代表其与本销售合同另一方通信的人员取得具有法律效力的声明，同意本销售合同另一方收集、存储、处理和使用其个人数据或将其个人数据转发给第三方以履行本销售合同，并为新合同和类似业务关系奠定基础。此时特指的个人数据包括其联系信息，如姓名、地址、公司职位、电话号码、电子邮件地址等，以及与特定技术诀窍、会议场地和时间有关的信息以及类似数据。本销售合同双方承诺应根据中国相关法律、法规、政策、标准等处理上述个人数据，具体而言：

1) In the process of signing and performing this Sales Agreement, if the customer obtains data and personal information from ALLEIMA, they shall undertake to comply with all applicable laws, regulations, administrative orders, standards, and other relevant provisions, and in accordance with the provisions of the specialized data and personal information protection agreement/document (if any) signed by both parties, abide by legal, legitimate, and under the premise of necessary basic principles, process (including collection, storage, use, processing, transmission, provision, disclosure or

deletion) personal information obtained from ALLEIMA, and take necessary security measures to ensure the security of data and personal information.

在签订及履行本销售合同的过程中，客户从合瑞迈获取数据和個人情報の，应承诺遵守所有适用的法律、法规、行政命令、标准和其他相关规定，并按照双方签署的专门的数据及个人信息保护协议/文件（如有）的约定，在遵循合法、正当、必要的基本原则的前提下处理（包括收集、存储、使用、加工、传输、提供、公开或删除等）从合瑞迈获取的个人信息，并采取必要的安全措施保障数据及个人信息安全。

2) The Client promises that the information/data provided to ALLEIMA is legal, true and valid, and has fulfilled relevant legal obligations in accordance with laws and regulations. The act of providing data to ALLEIMA does not infringe on the legitimate rights and interests of third parties, does not violate applicable network, data and personal information protection, and other relevant laws and regulations. Otherwise, the Client shall bear the corresponding legal consequences and economic losses.

客户承诺，其向合瑞迈提供的信息/数据来源合法、真实有效，已按照法律法规要求履行了相关法定义务，向合瑞迈提供数据的行为不侵犯第三方合法权益、不违反适用的网络、数据和个人信息保护以及其他相关法律法规规定，否则相应的法律后果和经济损失均由客户承担。

3) Specifically, in order to fulfill this Sales Agreement, facilitate cooperation negotiations and business development between the two parties, the Client should determine their contact person and provide personal information of their contact person to ALLEIMA. ALLEIMA needs to provide the personal information of the Client's contact person to ALLEIMA AB or ALLEIMA EMEA AB, the headquarters of ALLEIMA Group overseas. The Client should ensure that their contact person signs a personal information processing consent letter (see attachment), The attachment has the same legal effect as this Agreement.

特别的，为履行本销售合同，方便合同双方之间的合作洽谈及业务开展，客户应确定其联系人并向合瑞迈提供其联系人的个人信息，合瑞迈需要将客户联系人的个人信息向境外的合瑞迈集团总部 ALLEIMA AB 或 ALLEIMA EMEA AB 提供，客户应确保其联系人签署个人信息处理同意函（见附件），附件与本合同具有同等法律效力。

Article 17 – Applicable law and disputes resolution

第 17 条 适用法律和争议解决

17.1 All offers made and/or agreements concluded by ALLEIMA, including associated agreements, and all disputes arising therefrom, shall be governed by the law of the People's Republic of China.

17.1 合瑞迈发出的要约，和订立的合同或协议，包括任何附属协议、变更协议，以及由此产生的任何争议，适于中华人民共和国法律。

17.2 All dispute, controversy, or claim arising as a result of the offers made and/or agreements concluded by ALLEIMA, including associated agreements, shall be settled through friendly consultations between the Parties. If the dispute cannot be settled through consultations, the dispute shall be submitted to Shanghai International Arbitration Center by either party according to the effective Rules of Arbitration of the SIAC (the "Rules"). The arbitration shall be conducted in Chinese and the place of arbitration shall be in Shanghai, China. The arbitral award is final and binding on both parties.

17.2 任何与合瑞迈发出的要约和/或订立的销售合同相关的或由此引起的争议，双方应首先经过友好协商解决。如经友好协商仍无法解决，则任何一方可以将争议提交上海国际仲裁中心依该机构当时有效的仲裁规则仲裁。仲裁应使用汉语，仲裁地为中国上海。仲裁裁决对双方是终局的有约束力的。