

General Terms and Conditions of Sale and Delivery of
Hamilton (Shanghai) Laboratory Equipment Co.

哈密顿 (上海) 实验室器材有限公司销售和交货标准条
款与条件

(hereinafter called "Hamilton")
(以下简称为“哈密顿”)

1. Commencement and scope 生效日期和适用范围

- 1.1 With effect from February 1, 2021, all goods sales and deliveries performed by Hamilton shall be subject exclusively to these General Terms and Conditions of Sale and Delivery (hereinafter called "the GTS"), insofar as these are not amended by means of individual written agreements.
自 2021 年 2 月 1 日起, 哈密顿的所有产品销售和交货业务活动均必须完全遵守销售和交货标准条款与条件 (以下简称为“GTS”)。如需修改列举条款和条件, 必须经专门协商, 签订书面补充条款协议。
- 1.2 General terms and conditions of business of the contracting Party which contradict these GTS shall be applicable only insofar as Hamilton expressly approves these in writing. The following GTS apply to all goods sales and deliveries performed by Hamilton, insofar as the wording of the order confirmation does not contain different provisions, or insofar as different provisions have not been agreed between the parties on an individual contractual basis.
如果购买方的通用业务条款和条件与本 GTS 存在矛盾, 必须经哈密顿书面同意, 相关条款和条件方有效。如果确认订单文件中未涉及不同的约定条款, 或业务双方未协商签订其他补充条款, 本 GTS 适用哈密顿的所有产品销售和交货业务。
- 1.3 Hamilton reserves the right to amend these GTS at any time.
哈密顿保留随时修改本 GTS 的权力。

2. Price lists and offers 价目表和报价

- 2.1 Price information and other terms and conditions shown in catalogues, brochures and price lists merely represent invitations to submit offers; they are time-limited pursuant to the information printed therein, and may be amended without prior notification once this period has expired.
产品目录、宣传手册和价目表中列举的产品价格仅为参考价格; 印刷资料有时效性, 在日后资料更新时可能会修改价格, 不会事先通知。
- 2.2 The validity of the Hamilton offers is limited to 60 (sixty) days from the date of the offer, although at the most to the duration of the respective relevant price lists.
哈密顿的报价有效期为 60 天, 仅限于报价单中的产品价格。
- 2.3 The offers are applicable only to the respective addressees.
价格优惠仅适用于相关接收方。

3. Prices and order volumes 价格和订单金额

- 3.1 Orders placed by the contracting Party shall be subject to the prices and conditions which are valid on the day on which the order is recorded.
购买方的订单信息以下单之日的价格和条件为准。
- 3.2 If the net value of the order fails to reach the minimum order value of 2000CNY Hamilton shall impose a minimum quantity surcharge of 120CNY.
如果订单净金额未达到最低订单价格 (2000 人民币), 哈密顿将收取 120 人民币的附加费。

4. Payment Terms 付款方式

- 4.1 Unless otherwise agreed, advance payment of no less than 30% of the total contractual amount shall be paid within ten (10) days from the date of placing the Purchase Order. Hamilton shall execute shipment upon receipt of the pending payment.
除非另有约定, 购买方应在下订单之日起十 (10) 天内支付不少于合同总金额 30% 的预付款。哈密顿只在收到尾款后安排发货。
- 4.2 Hamilton is entitled to refuse to perform the delivery if it becomes apparent following the conclusion of the agreement that its entitlement to payment for the delivery is jeopardised by the inability of the contracting Party to pay. This right to refuse to withhold the performance shall be waived if the payment is performed or if the contracting Party provides adequate collateral. Hamilton is entitled to impose a reasonable deadline upon the contracting Party within which the contracting Party must either perform the payment contemporaneously upon delivery, or must provide collateral for the delivery. Following the fruitless expiry of the deadline, Hamilton shall be entitled to withdraw from the agreement without delay, without this having any compensatory consequences for Hamilton.
The contracting Party shall bear the corresponding liabilities and compensate for the losses caused to Hamilton, including but not limited to direct economic losses (such as business losses, attorney fees, litigation fees, communication fees, transportation expenses, appraisal fees, preservation fees, etc.), indirect economic Loss (such as loss of reputation, expected benefits, etc.).
签订合同后, 由于购买方的原因导致哈密顿不能按时收取约定货款, 哈密顿有权拒绝发货。购买方完成付款后哈密顿安排正常发货。哈密顿有权设定合理的付款截止日期, 购买方在此日期之前必须完成发货产品的付款。如果达到截止日期, 购买方仍无法完成约定, 哈密顿有权立即终止协议, 不会承担任何后果, 购买方需承担相应责任并赔偿给哈密顿造成的损失, 包括但不限于直接经济损失 (如业务损失、律师费、诉讼费、通讯费、交通费、鉴定费、保全费等)、间接经济损失 (如声誉损失、预期利益等)。

5. **Scope of delivery, delivery deadline**
交货清单、交货期限

- 5.1 The scope of the delivery does not include further technical specifications, assembly, fitting, intellectual property rights of all kinds, environmental tests or other tests which go beyond the normal Hamilton standard tests, certification and packaging which goes beyond the Hamilton standard packaging. Additional charges shall be imposed in respect of performances rendered by Hamilton in these fields.
交货清单不包括具体规格参数清单、装配信息、安装接头、各类知识产权、环保测试或其他非哈密顿标准测量、非哈密顿标准证书和包装。如有上述需求, 哈密顿需要另行收费。
- 5.2 Oral delivery deadlines are not binding. They shall only be binding insofar as they have been confirmed by Hamilton in writing.
口头交货承诺无法律效力, 必须经哈密顿书面确认。
- 5.3 For whatever reason, Hamilton has the right to terminate the supply agreement at any time by giving written notice.
无论出于何种原因, 哈密顿对于供货协议有任意解除权, 可以随时以书面通知的方式解除协议。
- 5.4 The contracting Party shall not acquire any rights against Hamilton arising out of delays or non-delivery, irrespective of the causes.
无论出于何种原因, 购买方均不得以延迟交货或未交货起诉哈密顿。
- 5.5 In any case, the delivery period of the foregoing notice shall not exceed three months from the date when Hamilton notified the buyer that the goods are ready. If more than three months, Hamilton has the right to unilaterally terminate the contract and require the buyer to pay 30% of the contract amount of the cancelled order as liquidated damages. If the liquidated damages are not enough to cover Hamilton's losses, the buyer shall compensate separately.
无论在任何情形下, 前述通知发货周期不得超过哈密顿通知买方货已备妥之日起三个月, 超过三个月的, 哈密顿就有权单方面解除合同, 并有权要求买方支付被取消订单合同金额 30% 作为违约金, 若违约金不足以弥补哈密顿损失的, 买方应另行赔偿。

6. **Transport**
运输

- 6.1 Hamilton is responsible for the transport as well as for transport documents, means of transport and transport routes.
卖方负责确定运输信息, 包括运输文件、运输工具和运输线路。
- 6.2 Hamilton shall be responsible for insuring the transport.
卖方承担运输保费。

7. **Checks and notice of defects**
缺陷检查与通知

- 7.1 The contracting Party must check the products (quality and quantity) at his own expense.
购买方必须自费检查产品 (质量和数量)。
- 7.2 In the event of visible defects, the contracting Party must report these to Hamilton in writing without delay following receipt of the products, although at the latest within 3 days following receipt of the goods (or in the case of assembly or fitting performed or commissioned by Hamilton, immediately following the completion of these works), describing the defects in detail. Transport damage and delivery shortfalls must also be reported immediately to the haulage contractor and to the forwarding agent in writing.
存在明显外观缺陷时, 购买方必须在到货后的 3 天内立即以书面形式向哈密顿报告 (委托哈密顿进行装配或安装时, 在相关工作完成后立即报告), 详细描述缺陷信息。如果发现运输破损和包装内货物不全, 必须立即书面通知承运商和运输代理商。
- 7.3 Concealed defects must be reported in writing immediately following their discovery, although at the latest within 10 (ten) days following the ascertainment of the defects, describing the defects in detail.
存在非明显的隐蔽缺陷时, 购买方必须在发现缺陷后的 10 天内及时书面报告, 详细描述缺陷。
- 7.4 If the contracting Party fails to issue the correct notice of defects, then the product shall be deemed to have been approved without reservation.
如果购买方未正确地报告缺陷, 产品将视为合格。
- 7.5 In the event of defective goods, Hamilton may initially at its own choice perform repairs or subsequent deliveries (subsequent fulfilment). Hamilton shall be entitled to repeat a subsequent fulfilment which has failed to produce the desired effect. Hamilton may refuse to perform the subsequent fulfilment if this entails disproportionate costs.
对于缺陷货物, 哈密顿首先自行判断安排修理或重新发货。如果购买方仍不满意, 哈密顿有责任重新安排上述操作。如果成本过高哈密顿可能会拒绝执行后续的操作。
- 7.6 Claims brought by the contracting Party on account of defects shall be excluded in the case of minor material defects. If the subsequent fulfilment has failed to produce the desired effect, has been refused or is unreasonable, or if the contracting Party fruitlessly granted Hamilton a reasonable grace period for subsequent fulfilment, then the contracting Party shall be entitled to demand a price reduction or to withdraw from the agreement.
购买方无权就轻微物料缺陷提出索赔。如果后续修理仍无法达到预期效果, 被拒收或被认为不合理, 或购买方与哈密顿协商无果, 购买方有权要求降价, 或终止合约。

8. Force majeure, contractual obstacles 不可抗力、合同履行障碍

8.1 Force majeure of all kinds, unforeseeable operating, transport or consignment disruptions, pandemics, fire damage, flooding, unforeseeable fuel, energy, raw material or auxiliary material shortages, lawful strikes, lawful lockouts, official decrees or other hindrances for which the Party which owes the performance is not responsible, which delay or prevent the manufacture, the dispatch, the delivery or the acceptance, or which render these unreasonable, shall free the respective Parts from the obligation to perform the delivery or the acceptance for the duration and scope of the disruption. This shall also apply if the circumstances occur in relation to the suppliers.
各类不可抗力、不可预见的操作、运输或物流中断、疫情、火灾、洪水、不可预见的燃油、原材料或辅料短缺、合法罢工、合法停工、官方法令, 或其他合同方无法掌控的延误或妨碍生产、交付或验收的不利因素, 或导致不合理状况出现的因素, 在供货中断期内应该免除合同方的交货和验收义务。此条款同样适用于供应商。

8.2 The Party which owes the performance shall also not be deemed responsible for the aforementioned circumstances if these occur during an already existing default. If the delivery or acceptance is delayed for more than 8 (eight) weeks as a result of the disruption, then both Parties shall be entitled to withdraw, and to this extent no compensation claims shall be established.
在已经发生违约的情况下发生上述情况, 履约方也不应被视为对上述情况负责。如果交货或验收因此中断需要延迟时间超过 8 周, 双方均有权撤销合约, 此时双方均无违约赔偿要求。

9. Warranty 保修

9.1 Hamilton guarantees that its products are free of material and manufacturing defects.
哈密顿保证产品无材料缺陷和制造缺陷。

9.2 Warranty shall be 12 (twelve) months for equipment and 3 (three) months for other products. The time period of warranty starts with the date of delivery of the goods.
设备的保修期为 12 个月, 其他产品的保修期为 3 个月。从货物交付之日起开始计算保修期。

9.3 The following special provisions are applicable to the below- specified products:
下列特殊规定仅适用于指定产品:

a) Consumables such as syringes, tubes, valves, sensors, etc. have a limited useful life on account of the application. For this reason the warranty for signs of natural wear or for improper utilisation shall be excluded.
耗材 (例如注射器、管道、阀门、传感器等) 由于应用条件的关系使用寿命有限。因此, 自然磨损或不当使用产生的情况不属于保修范围。

b) Syringes and pH sensors from Hamilton are made of glass and are consequently sensitive to shocks and impacts. No replacement under warranty shall be granted for damage of this type which is not reported as transport damage immediately following the receipt of the goods by the customer.

哈密顿生产的注射器和 pH 电极采用玻璃材质, 对冲击和撞击十分敏感。如果客户没有在到货的第一时间报告运输导致的产品破损, 将不能享受保修期内的退换货服务。

c) In the case of conventional pH, redox and reference electrodes, oxygen sensors and accessories, viable and total cell density sensors as well as conductivity cells, the warranty shall apply only on the date of dispatch.

对于传统 pH 电极、ORP 电极和参比电极、溶解氧传感器和电导率传感器, 保修仅与发货日期相关。

d) In the case of viable and total cell density sensors and accessories (such as ArcView controllers and Pre-Amplifier) as well as of ARC sensors and components and general accessories (such as armatures, transmitters), a 12 (twelve) month warranty shall be applicable, commencing on the date of delivery. In case of ARC sensors, this warranty shall not apply to the parts of the sensors which are exposed to the application. In the case of sensors where the part which is exposed to the application is not separable from the electronic part, in the event of defective electronics no warranty shall be granted on the entire sensor if the part which is exposed to the application is defective or has been used intensively.

对于活细胞密度传感器和总细胞密度传感器及其附件 (例如 ArcView 控制器和前置放大器), Arc 传感器及其部件和通用附件 (例如 护套、变送器), 保修期为 12 个月, 从产品交货之日起计算。Arc 传感器直接接液的部分不属于保修范围。如果传感器液接部分与电子部件无法分离开来, 发生电子部件故障, 整支传感器不再属于保修范围。

e) In the case of buffers, electrolytes and reagents, Hamilton guarantees adherence to the specifications up to the expiry date. This date is printed on the packaging or in the analysis certificate. If no such date is specified, then the maximum storage duration is 12 (twelve) months from the date of dispatch for buffers and electrolytes and 3 (three) months from the date of dispatch for reagents. This is contingent upon the products being stored permanently within a temperature range of 4 to 30°C, with air humidity of 25% to 85% (without condensation) and in an air pressure range of 0 to 3,000 meters above sea level; if the packaging or the analysis certificate contains deviating specifications, then these shall be relevant. The onus shall be on the contracting Party to provide the corresponding proof.

哈密顿保证质保期内的缓冲液、电解液和试剂符合规格参数的要求。质保期打印在包装上或分析证书上。如果没有提供上述日期信息, 缓冲液和电解液的最长质保期为开封后的 12 个月, 试剂的最长质保期为开封后的 3 个月。存放条件如下: 储存温度在 4...30°C 之间, 空气湿度在 25%...85% 之间 (无冷凝), 大气压力在海平面之上 0...3,000 米; 如果包装或分析证书上标识有允许参数范围内, 需要符合此要求。合同方有责任提供相关证明。

- 9.4 In the event of replacement or repair, no new warranty shall commence; instead, only the remaining part of the original warranty period shall apply.
更换产品和修理产品时, 不会重新计算保修期。原保修期仍适用未被替换的部件。
- 9.5 The contracting Party shall lose his claims:
以下情况购买方不再享有索赔权:
- a) if the products or their parts were not connected, assembled, fitted, deployed, utilised or serviced properly or as intended and in accordance with the details set out in the operating instructions and/or the material safety data sheets or in accordance with their specifications;
未按照《操作手册》和/或物质安全数据表、产品规格参数进行产品或其部件的连接、组装、安装、使用、操作或维护。
- b) if the damage was caused by the impact of force (e.g. accident);
冲击导致产品损坏 (例如事故)。
- c) if the products or their parts (incl. electronics and software) were not set, amended, repaired or serviced by Hamilton or by specialists authorised by Hamilton;
由非哈密顿或哈密顿授权机构进行产品或其部件 (包括电子部件和软件) 的设置、修改、修理或维护。
- d) if non-original Hamilton parts were used when replacing parts;
更换零件时未使用哈密顿原装备件。
- e) if serial numbers have been amended, deleted or removed.
序列号被修改、删除或替换。
- 9.6 Whosoever asserts a warranty claim must demonstrate that the product defect was caused by material or manufacturing defects.
提出保修请求的人必须提供证明, 证明材料或制造缺陷是导致产品缺陷的原因。
- 9.7 If the contracting Party asserts a warranty claim, then he must inform Hamilton in writing about the product, its serial number, date of dispatch and the nature of the problem, enclosing a copy of the original invoice. Once this has been done, the instructions issued by Hamilton for the settlement of the matter must be adhered to. In addition, the following provisions shall apply:
购买方提出保修请求, 必须书面告知哈密顿产品名称、序列号、发货日期和问题描述, 同时附上发票复印件。随后, 必须遵照哈密顿的指导处置问题。此外, 还需遵守以下规定:
- a) If the product is to be sent back to Hamilton, the contracting Party shall be responsible for packaging the product properly; he shall bear the risk during the transport. Hamilton shall organise the transport in both directions, and shall assume the corresponding costs as follows: full vis-à-vis end customers, one half vis-à-vis distribution partners. If the contracting Party wishes for a special means of transport to be used (e.g. express consignment), then he shall be required to cover the resulting additional costs.
- 如果产品需要寄回哈密顿, 购买方需要妥善包装产品, 并承担运输风险。哈密顿可以安排取件和寄件服务, 并承担以下费用: 终端客户全额费用、分销商一半费用。如果购买方有其他特殊运输方式要求 (例如快递), 必须承担由此产生的所有额外费用。
- b) Hamilton shall not accept any return consignments which do not contain a copy of the original invoice and prior product Return Goods Authorisation (RGA). The product return authorisation number must be clearly specified on the packaging and on the forwarding documents. All costs resulting from unilateral steps undertaken by the contracting Party shall be borne by the contracting Party.
哈密顿不接受任何无法提供发票复印件和无退货授权号 (RGA) 的产品返回。产品退货授权号 (RGA) 应清晰标注在包装和转运文件上。因购买方自行决定所产生的费用由购买方承担。
- c) If the products or parts are radioactively, microbiologically or otherwise contaminated, then this must be correspondingly declared and these products or parts must be decontaminated before these are returned. If this has not been properly performed, then Hamilton may – at the expense of the contracting Party – send the products or parts back, or may decontaminate these itself; in this event the contracting Party shall furthermore be obliged to pay all consequential damages.
如果产品或其部件已被放射线、微生物或其他物质污染, 必须有相应的声明; 在退回产品前, 必须清除污染物。如果处置不当, 哈密顿将退还产品或部件, 或自行安排清楚污染, 费用由购买方承担; 在此情形下, 购买方还可能需要支付间接损失。
10. **Liability**
赔偿责任
- 10.1 Liability on the part of Hamilton – irrespective of the legal grounds upon which this is asserted – shall be established only if the loss was caused by the breach of an essential contractual obligation, or is attributable to gross negligence or intent on the part of Hamilton. Hamilton shall not be liable in cases of slight negligence. The accumulated liability shall not exceed the contract amount of the product that caused the claim. Hamilton is not responsible for minor negligence.
无论主张的法律依据如何, 哈密顿仅在损失是由于哈密顿违反基本合同义务或由于哈密顿方面的重大过失或意图引起的损失时才承担责任, 承担的责任累计不超过引起索赔的产品的合同金额。哈密顿对轻微疏忽不承担责任。
- 10.2 Insofar as the liability of Hamilton is excluded or restricted, this shall also apply to the personal liability of its employees, representatives, vicarious agents and other possible substitutes.
只要哈密顿的责任被排除或限制, 也适用于哈密顿的雇员, 代表, 代理人和其他可能的替代者的个人责任

- 10.3 Hamilton shall not be liable for the consequences of the improper amendment or treatment of the goods, and in the case of technical medical equipment in particular not for the consequences of faulty maintenance performed by the contracting Party or any third party, as well as for defects which were based upon normal wear or which were caused by the transport.
哈美顿不对不当修改或处理的货物造成的后果负责。尤其对于技术性医疗设备, 对购买方或任何第三方执行不当维护的后果概不负责, 包含基于正常磨损或运输造成的缺陷。
- 10.4 Defect claims brought against Hamilton shall in particular be excluded in respect of losses and consequences resulting from the fact that the contracting Party used delivered hardware or software together with incompatible hardware, software or other components, or with hardware, software or other components which had not been tested and correspondingly approved by Hamilton. The same shall apply to alterations made to the hardware or software delivered by Hamilton. Hamilton shall moreover not be liable for any loss of data attributable to the improper utilisation of the hardware and software and the lack of reasonable data backup precautions.
对于因购买方使用与交付的硬件或软件不兼容的硬件, 软件或其他组件, 或者其他未经哈美顿测试和批准的硬件、软件, 哈美顿不承担赔偿责任。对哈美顿交付的硬件或软件如有改动也参照处理。此外, 对于因硬件和软件使用不当以及缺乏合理的数据备份预防措施而导致的任何数据损失, 哈美顿不承担任何责任。
- 10.5 Should a party issue an order while deputising for a third party, then he shall be jointly and severally liable along with the third party for all claims issued by Hamilton arising out of this order.
如果当事一方在代表第三方时发布指令, 则该方应与第三方共同承担哈美顿因该指令引起的所有索赔承担连带责任。
- 10.6 Any material warranty or legal warranty or warranty in respect of losses of all kinds (i.e. direct and indirect losses) which go beyond the warranty and liability provisions shall be excluded – insofar as this is permitted by law. Hamilton shall not assume any liability that its products are suitable for the purpose intended by the contracting Party.
在法律允许的范围内, 任何形式的超出保修和责任规定的损失 (直接和间接损失) 均不包括在内。哈美顿不因购买方预期其产品适用而承担任何责任。
- 10.7 In the case of products which are subject to official permits (in particular explosion protection ATEX and IVD), the contracting Party is obliged to ensure that these can be traced to the end customer. The customer furthermore undertakes to adhere to the procedures prescribed by public authorities for the commissioning, the operation and the maintenance of the product (operating instruction, EC type-examination certificate), as well as the reporting and recall procedures. Hamilton rejects any liability for losses or operating interruptions which result from failure to adhere to these regulations. The customer shall be responsible for ensuring that the operating instructions in paper form are enclosed with the ATEX or IVD product, drawn up in at least
- in one of the official languages of the country in which the product is to be installed.
对于需要获得官方许可的产品 (特别是防爆 ATEX 和 IVD), 购买方有义务确保可追溯到最终客户。客户还应承诺遵守国家有关部门规定的调试, 运行和维护产品的程序 (操作说明, EC 型式检验证书) 以及报告和召回程序。对于因不遵守这些规定而造成的损失或运行中断, 哈美顿概不负责。客户应负责确保 ATEX 或 IVD 产品随附纸质操作说明, 至少使用产品安装所在国家/地区的一种官方语言编写。
- 10.8 The contracting Party shall be responsible for ensuring the fulfilment of legal requirements before the goods sold by Hamilton abroad are commissioned.
在哈美顿向国外出售的货物投入使用之前, 购买方有责任确保其符合法律要求。
- 10.9 Hamilton shall not be liable for direct or indirect losses arising out of the utilisation of the sensors. It must in particular be ensured in this conjunction that malfunctions can occur on account of the inherently limited useful life of sensors contingent upon their relevant applications. The user is responsible for the calibration, maintenance and punctual replacement of the sensors. In the case of critical sensor applications, Hamilton recommends using redundant measurement points in order to avoid consequential damages. The user shall be responsible for taking suitable precautions in the event of a sensor failure. Hamilton shall furthermore not be liable for consequential damages arising out of the glass construction of the pH sensors. pH sensors made by Hamilton consist of glass and are therefore susceptible to blows and impacts. The user shall be responsible for approving the use of pH sensors made of glass in the respective application.
哈美顿对于因使用传感器而造成的直接或间接损失不承担任何责任。在这种情况下, 尤其必须确保由于传感器使用寿命因其相关应用固有的有限性而可能发生故障。用户负责传感器的校准, 维护和及时更换。在关键的传感器应用场景下, 哈美顿建议使用冗余的测量点, 以避免造成间接损失。用户应采取适当的预防措施以防传感器故障。此外, 哈美顿对于因 pH 传感器的玻璃结构引起的间接损失不承担任何责任。哈美顿制造的 pH 传感器由玻璃组成, 因此容易受到打击和撞击。用户应负责批准在各自的应用中使用玻璃制成的 pH 传感器。
- 10.10 The Distributor/Buyer understands and warrants that it shall not re-export, re-transfer or divert the Products to Russia or for use in Russia in the event that the Distributor/Buyer is located in a third country outside the EEA or a country applying measures substantially equivalent to those laid down in the applicable regulations of Switzerland and/or the EU, such as Australia, Canada, Japan, New Zealand, South Korea, the United States and the United Kingdom, and the Products qualify as goods listed in Annexes 3 or 19 or as goods with high priority in accordance with Annex 31 of the Swiss Ordinance on measures in connection with the situation in Ukraine (SR 946.231.176.72) resp. goods or technologies listed in the Annex XI, XX, XXXV or goods with high priority in accordance with Annex XL of the Regulation (EU) No 833/2014, or firearms and ammunition according to Annex I of Regulation (EU) No 258/2012. Hamilton may inform the competent

authority of any breach of this obligation by the Distributor/Buyer.

分销商/买方理解并保证, 如果分销商/买方位于欧洲经济区以外的第三国或采取与瑞士和/或欧盟适用法规中规定的措施基本相同的国家/地区, 则其不得将产品再出口、再转让或转移到俄罗斯或在俄罗斯使用, 例如澳大利亚、加拿大、日本、新西兰、韩国、美国和英国, 并且产品符合附件 3 或 19 中所列货物的条件, 或根据瑞士关于乌克兰局势相关措施的措施 (SR 946.231.176.72) 附件 31 具有高度优先权的货物或技术, 即 Annes XI 中列出的货物或技术, XX、XXXV 或根据 (EU) No 833/2014 附件 XL 具有高度优先级的货物, 或根据 (EU) No 258/2012 法规附件 I 的枪支和弹药。Hamilton 可将任何违反此义务的行为通知主管当局。

11. Intellectual property 知识产权

11.1 All intellectual property (such as e.g. trademarks or the company designation) shall be retained by Hamilton.

所有知识产权 (例如注册商标或公司名称) 归哈密顿所有。

11.2 The contracting Party may not use the intellectual property of Hamilton without the prior written approval of Hamilton. The use of Hamilton advertising material remains reserved. The buyer shall guarantee the legal use of the above-mentioned Hamilton advertising materials. If the buyer improperly uses the above-mentioned Hamilton advertising materials, the buyer shall bear the responsibilities, and the buyer shall also bear the direct economic losses (such as business loss, lawyer's fees, litigation costs, communication costs, transportation costs, appraisal fees, preservation fees, etc.) and indirect economic losses caused to Hamilton Economic loss (e. g. reputation loss, expectable interest, etc.)

未经哈密顿事先书面许可, 购买方不得使用哈密顿的知识产权。但经哈密顿书面确认后, 可拥有哈密顿广告资料的使用权。购买方需保证合法使用上述哈密顿广告资料, 如因购买方不当使用上述哈密顿广告资料而造成的责任需由购买方负担, 购买方并需负担因此给哈密顿造成的包括但不限于直接经济损失 (如业务损失、律师费、诉讼费、通讯费、交通费、鉴定费、保全费等)、间接经济损失 (如声誉损失、预期利益等)。

11.3 Should third parties claim that their intellectual property is being breached by Hamilton products, then the contracting Party must inform Hamilton thereof in writing without delay. The contracting Party must to the best of his ability, and in accordance with Hamilton's instructions, help Hamilton defend itself against such claims. Hamilton shall not be liable vis-à-vis the contracting Party for any possible damages resulting from such claimed or actual breaches.

如果第三方声称其知识产权被哈密顿侵犯, 购买方必须第一时间书面告知哈密顿。购买方必须遵照哈密顿的指导意见, 帮助哈密顿解决索赔事宜。哈密顿不对购买方因此类索赔或违约造成的损失承担责任。

11.4 If the contracting Party ascertains a possible impairment of Hamilton intellectual property, then he must inform Hamilton thereof in writing without delay, and must to the best of his ability, and in

accordance with Hamilton's instructions, help Hamilton safeguard its rights.

如果购买方发现哈密顿的知识产权可能受损, 必须在第一时间书面告知哈密顿。购买方必须遵照哈密顿的指导意见, 帮助哈密顿维权。

11.5 The contracting Party guarantees that the manufacture of products in accordance with the specifications, designs, technical data or instructions stipulated by the contracting Party shall not cause Hamilton to breach any intellectual property rights. He shall be comprehensively liable for all consequences arising out of any such claimed or actual breach.

购买方保证产品生产完全符合规格参数、设计参数、技术参数和指南的要求, 购买方保证哈密顿无知识产权侵权风险, 并对此类声明或实际侵权产生的后果承担全部责任。

12. Confidentiality 商业保密

12.1 The contracting Party must – including after the end of the business relationships – treat all details of his business relationships with Hamilton as well as its business secrets in a strictly confidential manner. He shall also impose this obligation upon his managing officers, employees as well as lawfully involved third parties. The offers made by Hamilton shall in particular also be deemed to be of a confidential nature. Any breach of this obligation shall entitle Hamilton to demand compensation and to withdraw from the legal agreement with immediate effect.

购买方必须严格保密与哈密顿之间的商务活动细节和商业机密, 即使商务关系已经结束。购买方的管理人员、员工和合法授权第三方均有此保密义务。哈密顿的报价同样属于商业机密。如有违反, 哈密顿有权进行索赔, 并撤销合约。

13. Reservation of title 保留所有权

13.1 The title to all sold products shall be retained by Hamilton has received the full purchase price. The title held by Hamilton also extends to the new products created by processing the goods which are subject to reservation of title. The processing shall be performed for Hamilton in the capacity of a manufacturer. In the event of any processing, connection or blending or mixing with items which do not belong to Hamilton, Hamilton shall acquire co-ownership thereof in proportion to the invoice value of its goods which are subject to the reservation of title relative to the invoice values of the other materials.

在哈密顿收到全部货款之前, 产品所有权仍归哈密顿所有。所有权包括生产过程产生的新产品。加工过程即为哈密顿的制造过程。任何加工、连接、调和或混合非哈密顿的物料, 哈密顿享有共同所有权, 按照发票面额比例计算。

13.2 If an invoice is due, but not yet fully paid, then Hamilton shall be entitled to demand the return of all products delivered in accordance with this invoice, or may take these back itself, without this giving rise to any possible claims on the part of the contracting Party.

如果已经收到发票, 但是货款尚未结清, 哈密顿有权要求退还发票对应的产品, 或要求退回产品, 无需处理购买方的任何索赔。

14. Place of performance
适用地点

- 14.1 The place of performance for all of the obligations of the contracting Parties is Shanghai.
购买方义务适用地点为上海。

15. Miscellaneous provisions
其他规定

- 15.1 All agreements concluded between Hamilton and the contracting Party pertaining to the execution of the goods sales must be made in writing in order to be valid (validity requirement).
哈美顿和购买方之间签订关于货物销售相关的协议, 仅书面协议方有法律效力。

- 15.2 The contracting Party may not assign his claims vis-à-vis Hamilton to any third party.
购买方不得将其对于哈美顿的权力主张转让给任何第三方。

- 15.3 Hamilton may draw upon the services of third parties for the purpose of fulfilling its obligations.
哈美顿有权委托第三方履行责任

- 15.4 Communications must be addressed to Hamilton (Shanghai) Laboratory Equipment Co.
任何反馈请直接联系哈美顿 (上海) 实验器材有限公司。

- 15.5 All legal relationships between Hamilton and the contracting Party are governed by China's law, whereby the UN Sales Convention shall be excluded.
哈美顿和购买方之间的所有法律关系都遵守中国法律,

16. Severability clause
独立条款

- 16.1 Should any of the individual provisions contained in this Agreement prove to be wholly or partially invalid or unenforceable, or should they subsequently become invalid or unenforceable as a consequence of changes in legislation which take place following the conclusion of the Agreement, then this shall not affect the other contractual provisions and the validity of the Agreement as a whole. Such invalid or unenforceable provisions shall be replaced by valid and enforceable provisions which approximate as closely as possible to the meaning and purpose of the invalid provisions. Should the Agreement prove to contain omissions, then the provisions shall be deemed to have been agreed which correspond to the meaning and purpose of the Agreement and which would have been agreed if this matter had been considered.

如果本协议中的个别条款被证明完全无效, 或部分无效, 或无法执行, 或协议签订后因修改立法导致条款无效或无法执行, 不会影响其他合同条款和整个协议的有效性。此类无效或无法执行的条款需要被有效或可执行条款替代, 新条款的内容和目的应尽可能接近被取代条款。如果协议存在遗漏, 重新商定修改。

Any dispute between Hamilton and the contracting Party shall be settled by both parties through negotiation based on the principle of mutual understanding. If both parties fail to resolve the dispute through negotiation within 30 days, either party shall have the right to file a lawsuit to the people's court in the place where Hamilton is located.

哈美顿与购买方之间如有争议或纠纷, 由双方本着互惠互谅的原则协商解决, 如双方 30 日内不能协商解决, 任何一方有权向哈美顿所在地人民法院提起诉讼。