

销售条款与条件

Terms and Conditions of Sale

除非另行明确书面约定，所有销售受以下条款和条件的约束：UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. 一般条款 艾普迪实验器材制造(上海)有限公司(“卖方”)特此向买方(“买方”)发出以明确条件来销售列出的产品(“产品”)的要约，此明确条件已由“买方”同意接受并受本文规定的条款和条件的约束。“卖方”明确拒绝“买方”发布的任何文件中包含的规定，如果本“协议”的条款和条件与“买方”提供的条款不同，则本文应被解释为新的要约，不得作为对“买方”条款的承诺。“买方”接收产品或接收“卖方”开始根据本文提供的服务将构成买方对本“协议”的承诺。这是“卖方”和“买方”之间针对“买方”购买“产品”在“卖方”和“买方”之间签订的合同的唯一完整声明。除非以书面形式作出并由“卖方”和“买方”签字，否则对本文中包含的任何条款任何弃权、同意、修改、修正或变更都不具有约束力。“卖方”没有反对“买方”的任何后续通信中包含的条款不构成“卖方”对本文规定的条款的弃权或修改。所有订单应以“卖方”的授权代表书面接受为准。GENERAL. **Epredia Laboratory Products Manufacturing (Shanghai) Co., Ltd.** ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. 价格。“卖方”发布或其代表报出的所有价格可随时更改，恕不另行通知。除非另有书面说明，“卖方”或“卖方”代表报出的所有价格有效期为三十(30)天。“产品”所有价格将由“卖方”指定，如果没有指定价格或报价，则应为在发货时生效的“卖方”价格。所有的价格都有可能因以下因素而调整：规格、数量、原材料、生产成本、装运安排或其他并非“卖方”原始报价一部分的条款或条件。PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. 税费和其他费用。“产品”的价格不包括因本“协议”覆盖的任何“产品”的销售、交付或使用而征收的所有销售税、增值税和其他税种，所有这些税费和关税必须由“买方”支付。如果“买方”声称任何豁免，则“买方”必须提供每个单独管辖区域的有效签名证书或豁免

函。 TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. 付款条款。“卖方”可以在发货后根据本文的条款、依产品价格以及应由“买方”支付的所有其它费用向“买方”开具发票。如本文没有规定付款期限，则“买方”应自开具发票之日起整三十（30）天内支付费用。如果“买方”未能在到期时支付费用，则“买方”应向“卖方”支付从到期日开始计算的利息，采用每月1.5%的定期利率（或者，如果此利率较低，则应以法律允许的最高利率来计算），并包括“卖方”为收取此等逾期款项或强制执行“卖方”在本文下的权利而产生所有费用和开支（包括但不限于合理的律师费、费用支出和诉讼费用）。“卖方”保留以下权利：在“卖方”善意认为“买方”的财务条件不足以满足指定的付款条件时随时要求“买方”提前全部或部分付款或者提供令“卖方”满意的其它担保。所有款项均应以人民币进行支付。 TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of 1.5% per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in RMB.

5. 交付；买方取消或变更。“产品”将被运到“买方”指定的目的地，交货方式为CIP上海港。“卖方”有权自行选择，完成“产品”的分批发货并为每次发货单独开具发票。如果“买方”未能在到期日向“卖方”付款或未能履行其在本“协议”项下的义务，则“卖方”有权停止交付在运输途中的“产品”并全部或部分扣留“产品”。所有发运日期都只是大致日期，“卖方”不会因超出卖方合理控制的原因造成的任何交付延迟或未能交付承担任何损失或损害赔偿。若因超出“卖方”合理控制的任何原因导致延迟，“卖方”有权终止订单或重新安排合理时间内的发货；“买方”将无权因此等延迟拒绝收货或免除任何义务的履行。由于“买方”控制范围以内的任何原因导致迟延交付的“产品”可由“卖方”存放，但风险和费用均由“买方”承担。仅在“卖方”书面同意并且“买方”已经支付“卖方”取消费用后方可取消正在处理的订单。不得更改正在处理的订单，除非“卖方”书面同意并且双方就购买价格的相应调整达成一致。未经“卖方”事先书面同意而退回的“产品”不得销账（指不免除“买方”的付款义务）。 DELIVERY; CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, CIP Shanghai Port. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any

cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. 所有权和损失风险。无论上面指示的交易条款如何并且受限于“卖方”有权停止运输中“产品”的交付，“产品”的所有权和损失风险将根据上述INCOTERMS转移给转移给“买方”；但集成在“产品”中或者构成“产品”一部分的任何软件的所有权始终属于“卖方”或者相应授权人（视情况而定）。TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer according to stipulated INCOTERMS; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be. __

7. 质保。“卖方”保证，依产品文档、公开发布的规格或包装说明书规定的期间为准，若由经过适当培训的人员正常、正确将产品用于预期用途，“产品”将以基本符合“卖方”发布的规格来运行或运作，不存在任何材料和工艺上的缺陷。如果“卖方”的产品文档、公开发布的规格或包装说明书中没有指定期间，则质保期为自“产品”被终端用户接收之日起一（1）年或发货之日起二十四（24）个月，以先到者为准，所有其他非更换零部件产品和更换零部件的保修期限为九十（90）天（“保修期”）。在质保期内，“卖方”同意，由其选择修理或更换缺陷“产品”，使得缺陷“产品”能以基本符合上述规格的方式来运行；但“买方”应(a) 及时以书面形式通知“卖方”任何缺陷，通知中应包括产品型号和序列号（如适用）和质保索赔的细节，(b) 在“卖方”审查后，“卖方”将向“买方”提供维修资料和/或退货授权（“RMA”），其中可能包括生物危害净化程序和其他产品的具体操作说明，之后，如果适用，“买方”可以返回有缺陷的“产品”至“卖方”，并预付所有费用。更换部件可以是新部件或翻新部件——由卖方选择。所有被更换部件将成为“卖方”的财产。“卖方”将根据“卖方”的“销售条款”的交付规定发运已修理或更换部件的“产品”到买方。本质保明确将耗材排除在外。如果“卖方”选择修复有缺陷的医疗设备仪器，“卖方”可以自行决定，必要情况下在修理仪器的同时向“买方”提供替换仪器借用。WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of end-user acceptance, or twenty-four (24) months from the date of shipment to Buyer for equipment and instruments, ninety (90) days for all other non-spare part products and spare parts (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of

Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

尽管有前述规定，卖方不对其提供的获得自原始制造商或第三方供应商的产品进行担保，但是在原始制造商或第三方供应商允许的范围内，卖方同意将卖方可能从原始制造商或第三方供应商获得的该产品的任何保修权利转让给买方。对于以下原因造成的产品损坏：(i) 正常磨损，(ii) 事故、灾害或不可抗力，(iii) 误用、故障或买方疏忽，(iv) 将产品用于非预期目的，(v) 外部原因，包括但不限于电力故障或电力浪涌，(vi) 不正确的存放和产品操作，(vii) 将“产品”与并非“卖方”提供的设备或软件一同使用，则卖方没有义务完成要求的全部或部分修理、更换或修正。如果“卖方”确定“买方”为之请求质保服务的“产品”不在本文的质保范围，则“买方”应按照“卖方”当时的时间和材料费率为“卖方”报销或支付其调查和响应此等请求而产生的所有费用。如果“卖方”提供不属于本质保范围的维修服务或部件更换，“买方”应按照“卖方”当时的时间和材料费率向“卖方”付费。未经“卖方”事先书面许可，由“卖方”以外的任何个人或实体对“产品”执行任何安装、保养、维修、服务、重新安置或改动或其他篡改，或使用并非“卖方”提供的任何更换部件将立即导致受影响“产品”的质保作废和取消。本质保所创建的修理或更换缺陷“产品”的义务是在产品缺陷时“买方”应获得的唯一救济。除非本文另有规定，“卖方”否认关于“产品”的所有其他保证（无论是明示还是暗示、口头还是书面），包括但不限于适销性或适用于任何特定目的的保证。“卖方”不保证“产品”没有错误或者将实现任何特定结果。Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. Any installation, maintenance, repair, service, relocation or alteration to or of the products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products. The obligations created by this warranty to repair or replace a defective product shall be the sole remedy of Buyer in the event of a defective product. Except as provided herein, Seller disclaims all other warranties, whether express or implied, oral or written, with respect to the products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Seller does not warrant that the products are error-free or will accomplish any particular result.

8. 赔偿。8.1 卖方。“卖方”同意，若 (i) “卖方”、其雇员，代理或代表或承包商根

据本“协议”在“买方”经营场所提供服务时因疏忽或有意不当行为导致受伤或死亡或者财产损失，（ii）发生关于“产品”侵犯任何有效的美国专利、版权、商业秘密的索赔，对于任何和所有损失、责任、诉讼、诉讼事由、索赔、要求、损失、费用和开支（包括但不限于合理的律师费）（“赔偿项目”），“卖方”将为“买方”、其管理层、董事和雇员作出赔偿、为其抗辩、使其免受损失。但是，对于本章节中以下原因导致的索赔项目，卖方不承担任何责任：（i）“买方”、其雇员，代理或代表或承包商疏忽或故意不当；（ii）任何第三方所致；（iii）将“产品”与并非“卖方”提供的设备或软件一起使用，而“产品”本身没有构成侵权；（iv）“卖方”系遵照“买方”要求“卖方”提供的设计、规格或指令，（v）将“产品”用于非预期的应用场合或环境，或者（vi）未经“卖方”事前书面许可，由“卖方”以外的任何人改动“产品”。对于“卖方”在本“协议”下的赔偿义务所涵盖任何第三方索赔，“买方”应及时书面通知“卖方”。“卖方”有权承担此类索赔的抗辩的独家控制权，或者由“卖方”选择通过和解来解决问题。“买方”同意就本章节下“卖方”义务的履行与“卖方”进行合理合作。

INDEMNIFICATION. 8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by gross negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

尽管有上述规定，若“卖方”自行决定自费（a）为“买方”购买继续使用“产品”的权利（无需“买方”承担任何费用）；（b）更换或修改“产品”，使之成为不侵权产品，但修改或更换不得对“产品”规格产生不利影响；或（c）若（a）和（b）不实际，向“买方”退还“买方”相应的摊销金额（基于五（5）年分期还款计划），则应消除和免除“卖方”的侵权相关赔偿义务。上述赔偿条款就本文描述的索赔规定了“卖方”对“买方”的全部责任。Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 买方。对于以下原因导致或与以下原因有关的任何和所有损害、责任、诉讼、诉讼事由、起诉、索赔、要求、损失，费用和开支（包括但不限于合理的律师费以及支出和诉讼费用） 买方应为“卖方”、“卖方”母公司、子公司、关联公司和部门，及其各自管理层、董事、股东和员工作出赔偿，通过有能力和有经验的律师为其抗辩并使其免受损失：

（i）“买方”、其代理、雇员、代表或承包商的疏忽或故意不当行为；（ii）将“产品”与并非“卖方”提供的设备或软件一起使用，而“产品”本身没有构成侵权；（iii）“卖方”遵照“买方”要求“卖方”提供的设计、规格或指令；（iv）将“产品”用于非预期的应用场合或环境；或者（v）未经“卖方”事前书面许可，由“卖方”以外的任何人改动“产品”。By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. 软件。关于集成到本“协议”下的“产品”或者构成“产品”一部分的任何软件产品，“卖方”和“买方”同意，只是许可而不是出售此等软件产品，“购买”、“销售”或类似词语或派生词语应作为“许可”来理解，“买方”或类似词语或派生词语应理解为“被许可人”。即使本文有任何相反规定，“卖方”或其授权人（视情况而定）保留对根据本文提供的软件产品的所有权利和权益。“买方”作为“卖方”授权的“产品”的经销商，“卖方”特此授予“买方”在本“协议”有效期内及在指定区域内为推广和销售“产品”而使用软件的非排他性的、不可转让的、不可分许可（无权再授权sublicense）的许可。而从“买方”合法购买“产品”的最终用户将被授予在根据本“协议”提供的硬件上仅为最终用户的内部业务用途而使用根据本“协议”提供的软件和相关文档的免特许权使用费、非排他性的、不可转让（无权再授权sublicense）的许可。除非根据本“协议”的规定提前终止，前述许可应分别在“买方”作为“卖方”的经销商将“产品”销售给最终用户以及最终用户对根据本“协议”提供的硬件产品的合法拥有状态结束时终止。若本“协议”下的“产品”针对软件的许可有任何与上述一般条款不同的特别条款规定，则针对该“产品”的软件许可应当适用该特别条款规定。“买方”同意，对根据本“协议”提供的软件产品和相关文档保密，除本“协议”另有明确规定外，不向第三方销售、转让、许可、出借或以任何其他形式提供软件产品和相关文档。未经“卖方”事先书面许可，“买方”不得且不应允许任何最终用户、第三方对根据本“协议”提供的软件产品进行反汇编、反编译或逆向工程、复制、修改、改进或以其他方式更改或补充软件产品。如果“买方”未能遵守本“协议”的任何条款或条件，则“卖方”有权终止本节所述之许可。“买方”同意，在许可终止后，立即向“卖方”返还根据本“协议”提供的所有软件产品和相关文档以及所有相应副本和其中的部分。由卖方提供的某些软件产品可能由一个或多个第三方拥有并授权给“卖方”。因此，“卖方”和“买方”同意，这些第三方保留此等软件产品的所有权。卖方不负责维护或管理任何个人健康信息，并且买方必须在卖方提供支持之前删除个人健康或其他敏感信息。本文所阐述的质保和赔偿条款不适用于由第三方拥有并根据本“协议”而提供的软件产品。SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or

similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer, as the distributor of the Products appointed by Seller, a non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder for the promotion and sales of the Products in the Term and the Territory set forth in this Agreement. The end-user, which legitimately purchases the Products from the Buyer, will be granted a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for end-user's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for end-user's own internal business purposes. This license terminates respectively when Buyer sells the Products to the end-user as the distributor of Seller and the end-user's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. In case there are any special terms and conditions, which are different from the above general terms, on the license of the software for the specific Products provided hereunder, such special terms and conditions on the license of the software for the specific Products shall prevail. Buyer agrees to hold in confidence and, unless otherwise agreed explicitly in this Agreement, not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not or may not have any end-user or any third party disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. Seller does not maintain or manage any personal health information and buyer is required to delete personal health or other sensitive information before Seller offers support. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. 责任限制。不论本“协议”是否有任何相反约定，“卖方”在本文条款和条件下的责任【无论由于违约、侵权、赔偿或以其他方式产生，但不包括“卖方”因违反保证（唯一补救措施如上述第7章节所规定）而产生的责任】不得超过以下两者中较低的金額：(A)“买方”就引起该等责任的产品而向“卖方”支付的总购价，或者 (B) 一百万元人民币 (¥1,000,000)。不论本“协议”是否有任何相反约定，任何情况下，“卖方”都不对任何间接、特殊、随之引起的、附带损失（包括但不限于设备或设施使用的损失、收益损失、数据损失、利益损失或商誉损失）承担责任，无论“卖方”是否(a) 已被告知存在该等损害的可能性，或者(b)存在疏忽。LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION EUROS (€ 1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL

DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. 出口限制。(a) “买方”有义务自费获得并维护任何非美国政府的同意、授权、批准、备案许可或许可证，以供其出口货物以及买卖双方根据本协议行使权利并履行义务，包括但不限于任何非美国政府机构的所有同意和备案。(b) “买方”承认，货物和所有相关技术信息、文件及材料可能受到1969年美国出口管理法（修订版）、不时根据其颁布的规则和条例以及英国等其他国家的法律（统称为“出口法”）所规定的出口管制，从而限制软件媒体、技术数据和技术数据直接产品的出口和再出口。“买方”：(i) 应严格遵守出口法中的所有法律要求 (ii) 应就出口法相关的官方或非官方审计或检查与卖方充分合作，以及 (iii) 如有理由相信某人打算违反出口法向任何国家出口、再出口货物、以其他方式携带此类货物至任何国家或者在任何国家中使用此类货物，则“买方”不得向此人经销或供应货物。在不限上述规定的前提下，“买方”同意不采取直接或间接违反美国所遵循或遵守的与任何商品出口或再出口有关的任何美国法律、法规、条约或协议或者英国等其他国家法律的行为。EXPORT RESTRICTIONS. (a) It is the obligation of the Buyer to obtain and maintain at its own expense, any non-United States governmental consents, authorisations, approvals, filings permits or licenses required for it to export the Goods and for each of the Buyer and the Seller to exercise its rights and to discharge its obligations under the contract including, without limitation, all consents and filings with any non-United States governmental body. (b) The Buyer acknowledges that the goods and all related technical information, documents and materials may be subject to export controls under the U.S. Export Administration Act of 1969, as amended, and the rules and regulations promulgated from time to time thereunder and under the laws of other countries including the United Kingdom (collectively, the “Export Act”_, restricting exports and re-exports of software media, technical data and direct products of technical data. The Buyer: (i) shall comply strictly with all legal requirements established under the Export Act, (ii) shall cooperate fully with the Seller in any official or unofficial audit or inspection related to the Export Act, and (iii) shall not distribute or supply the Goods to any person if there is reason to believe that such person intends to export, re-export or otherwise take such goods to, or use such goods in any country in violation of the Export Act. Without limitation to the foregoing, the Buyer agrees to commit no act that, directly or indirectly, would violate any United States law, regulations, treaty or agreements, to which the United States adheres or complies or those of any other country including the United Kingdom, relating to the export or re-export of any goods.

12. 杂项。(a) 未经“卖方”的事先书面同意，“买方”不得向第三方委托任何职责或转让其在本“协议”项下的任何权利或索赔，并且任何该等企图委托或转让都应无效。(b) 双方在本“协议”项下的权利和义务以及因其或其标的物引起的或与之相关的任何争议或索赔（包括非合同争议或索赔）受中国法律管辖，并且根据中国法律进行解释，而不考虑其冲突法规定。双方特此不可撤销地同意本协议引起的或与本协议有关的任何诉讼均应接受中国主管法院的专属管辖。(c) 双方均放弃根据适用法律或陪审团裁决可能享有的任何权利，根据本协议引起的任何诉讼必须在诉讼因由发生之日起一（1）年内提出。(d) 对本“协议”，在此明确排除适用《国际货物买卖合同法律适用公约》。(e) 如果主管法院将本“协议”中任何条款视为在某方面无效、非法或不可执行，那么本“协议”所包含的其他条款的有效性、合法性和可执行性应具有完全法律效力，除非修订实质性改变了交易。(f) “卖方”未强制执行本“协议”所包含的任何条款或“卖方”对违约救

济弃权，不构成对任何其他违约救济或该等条款执行的弃权。(g) 除非在“产品”上或在随附“产品”的文件上另行明确规定，否则“产品”仅适用于研究，而不得将其用于任何其他用途，包括但不限于未经授权的商业使用、对人类或动物进行体内诊断或离体或体内治疗用途、或任何类型在人类或动物身上使用。(h)“买方”同意，“卖方”向“买方”提供的所有定价、折扣和技术信息均为“卖方”的保密和专有信息。“买方”同意：(1) 对该等信息保密，不向任何第三方披露该等信息，并且(2) 仅为与根据本“协议”所提供之“产品”相关的“买方”内部目的使用该等信息。本“协议”中任何条款都不得限制对在公共场所获知信息的使用。(i) 根据本“协议”要求或允许发出的任何通知或通信都应采用书面形式，当按照本“协议”所规定的地址或对方向一方随时指定的该等其他地址，亲自交付对方或在寄出邮资预付的挂号信之后三(3)个工作日，视为送达。(j)“卖方”可自行决定(1) 向“买方”或其雇员提供适用的“产品”培训，或者(2) 向“买方”提供分发给“买方”患者的“产品”样品。“买方”同意将任何此类样品分发给患者以供患者使用，如果没有进行分发，应将此类样品退还给“卖方”。“买方”不得使用此类样品为患者提供护理，也不得就提供此类样品要求患者或第三方付款方支付费用。(k)“卖方”保留权利在不通知“买方”的情况下如果需要根据任何适用法定或法规要求修改规格，或者对规格进行变更以遵守任何适用的安全性或其他法定要求或根据“卖方”提供的规格提供“产品”，且此类修改或变更不会对产品质量或性能产生重大影响，即使合同已经签订。

MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by and construed in accordance with the laws of Chinese, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the competent courts in China, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) **Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals.** (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion,

provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples. (k) Seller reserves the right, without notice to the buyer to amend the specification if required by any applicable statutory or regulatory requirements or to make any changes in the specification which are required to conform with any applicable safety or other statutory requirements, or, where the goods are supplied in accordance with a specification supplied by Seller, which do not materially affect their quality or performance, even if the Contract has already been concluded.