

## 1. INTERPRETATION

### 释义

#### 1.1 In these Conditions:-

在本条件中：

"Bribery Laws"	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption, and the anti-bribery laws of PRC.
"反贿赂法律"	指 2010 年《反贿赂法案》以及所有其他与贿赂或者腐败相关的适用的英国法律，法定文件以及规定，以及中国的反贿赂法律。
"Code of Business Conduct"	means TBSG' code of business conduct available from time to time on TBSG' website ( <a href="http://www.bindingsite.com/en/legal">www.bindingsite.com/en/legal</a> ).
"商业行为守则"	指在拜定赛网站上( <a href="http://www.bindingsite.com/en/legal">www.bindingsite.com/en/legal</a> )不时提供的拜定赛商业行为守则。
"Conditions"	means the standard terms and conditions of sale set out in this document and includes any special conditions agreed in writing between the Customer and TBSG.
"条件"	指在本文件中规定的标准销售条款与条件以及包括客户和拜定赛以书面形式约定的任何特殊条件。
"Contract"	means an Order for Products which, once accepted by TBSG, will together with these Conditions and the terms of the Distribution Agreement, any Lease Agreement and/or any Service Agreement (if applicable), form the contract.
"合同"	指某一产品订单，一旦为拜定赛所接受，将与本条件以及经销协议的条款，任何租赁协议和/或任何服务协议（如适用）一起构成合同。
"Customer"	means the party placing an order for Products.
"客户"	指发出产品订单的一方。
"Data Protection Laws"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation (EU) 2016/679 ("GDPR"), as well as the laws applicable and may be revised from time to time about the collection, storage, usage and processing of personal data.
"数据保护法律"	指在处理一方的个人数据过程中与个人保护有关的（不时修订，合并或者重新制定的）任何法律、法规、声明、法令、指令、法律制定案、命令、条例、规定、规则或者其他有约束力的限制，包括 2018 年的《数据保护法案》（“《数据保护法案》”）（直到并包括 2018 年 5 月 24 日）以及欧盟第 2016/679 号《通用数据保护条例》（“《通用数据保护条例》”）（或者，在英国退出欧盟的情况下，所有英国颁布的关于个人数据保护的（法律）（从 2018 年 5 月 25 日起），以及可能适用且不时修订的，与个人数据的收集、存储、使用和处理有关的法律。
"Delivery"	means the delivery of the Products at the Delivery Address.
"交付"	指在交付地点交付产品。
"Delivery Address"	means the place for delivery of the Products as specified in the Order.
"交付地点"	指在订单中规定的交付产品的地点。
"Distribution Agreement"	means the distribution agreement entered into between the Customer and TBSG in respect of the Products, under which the Customer acts as the distributor to purchase and distribute the Products within the Territory.
"经销协议"	指在客户和拜定赛之间就产品订立的经销协议，根据该协议客户在地区内作为经销商购买和经销产品。
"Instruments"	means the instruments (or any part of them) as set out in the Order.
"仪器"	指在订单中所列的仪器（或其任何部分）。
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition, rights in designs, rights in computer software, database right, topography rights, moral rights, specification rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Intellectual Property Right" means any one of the Intellectual Property Rights.

拜定赛（上海）贸易有限公司 – 标准销售条款与条件

“知识产权权利”	指任何专利、发明权、实用新型、著作权和邻接权、商标、服务商标、商号、商业名称、域名、商业外观权、商誉权或者起诉仿冒、反不正当竞争的权力、外观设计权，计算机软件权利、数据库权利、集成电路布图设计权，著作权的人身权、说明权、对保密信息的权利（包括专有技术和商业秘密）以及任何其他的知识产权利，无论是否注册，以及所有包括上述权利的申请、续期或者延期的权利，以及在任何地方所有相似的或者同等的权利或者保护形式。“知识产权权利”指上述任何一种知识产权权利。
"Lease Agreement"	means a lease agreement entered into between the Customer and TBSG in respect of the Products in accordance with applicable laws.
“租赁协议”	指根据适用法律在 <b>客户</b> 和 <b>拜定赛</b> 之间就 <b>产品</b> 订立的租赁协议。
"Order"	means an order for Products submitted by the Customer in accordance with Clause 3.
“订单”	指由 <b>客户</b> 根据第 3 条提交的 <b>产品</b> 订单。
"Products"	means the products which are the subject of an Order including but not limited to Instruments, Reagents, Software and consumables.
“产品”	指作为 <b>订单</b> 对象的产品，包括但不限于 <b>仪器</b> ， <b>试剂</b> ， <b>软件</b> 以及易耗品。
"Product Prices"	means the prices of the Products as determined in accordance with Clause 5.1.
“产品价格”	指根据第 5.1 条确定的 <b>产品</b> 价格。
"PRC"	means the People's Republic of China, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan, purely for purpose of this Agreement.
“中国”	仅就此协议而言，指中华人民共和国，不包括香港特别行政区，澳门特别行政区以及台湾。
"Reagents"	means the reagents supplied by TBSG.
“试剂”	指由 <b>拜定赛</b> 供应的试剂。
"Service Agreement"	means a service agreement entered into between the Customer and TBSG in respect of the Products.
“服务协议”	指在 <b>客户</b> 和 <b>拜定赛</b> 之间就 <b>产品</b> 订立的服务协议。
"Software"	means any software that is supplied (other than as part of an Instrument) by TBSG to the Customer.
“软件”	指任何由 <b>拜定赛</b> 向 <b>客户</b> 供应的软件（而不是作为 <b>仪器</b> 的一部分）。
"Specification"	means the specification of the relevant Products as provided in the operator manual for Instruments and Software and the package inserts for Reagents and consumables.
“规格”	指 <b>仪器</b> 和 <b>软件</b> 操作员手册、以及 <b>试剂</b> 和消耗品的包装说明书中载明的相关 <b>产品</b> 规格。
"TBSG"	means Binding Site Group (Shanghai) Trading Co., Ltd. (uniform social credit code no. 91310115MA1K4B1H45 ) or any of its subsidiaries that may be set out in the relevant Contract from time to time.
“拜定赛”	指拜定赛（上海）贸易有限公司（统一社会信用代码为 91310115MA1K4B1H45 ）或者在相关 <b>合同</b> 中不时规定的任何其子公司。
"Territory"	means the region as agreed under the Distribution Agreement.
“地区”	指 <b>经销协议</b> 中约定的地区。

2. FORMATION OF CONTRACT

3. ORDERS

拜定赛书面接受**订单**；或者

合同的订立

订单

2.1 All Orders accepted by TBSG are subject to these Conditions. For the avoidance of doubt, the parties acknowledge and agree that any conditions of sale submitted at any time by the Customer to TBSG shall not apply to this or any other Contract (and any terms of such shall be expressly excluded) and any failure by TBSG to challenge any such conditions of sale shall not imply acceptance by TBSG.

3.1 Each Order by the Customer to TBSG shall be an offer to purchase the Products subject to these Conditions and the terms of Distribution Agreement, any Lease Agreement and/or Service Agreement (if applicable). TBSG may accept or reject an Order at its discretion. An Order shall not be accepted until the earlier of:

3.1.2 Delivery.

交付。

3.2 Each Order shall:

每一份**订单**应当：

3.2.1 be given in writing and shall specify the type, quantity and code numbers of the Products ordered; and

以书面形式发出并且应当列明订购**产品**的型号，数量以及编号；

3.2.2 contain an order number assigned by the Customer and each party shall use the relevant order number in all subsequent

所有**拜定赛**接受的**订单**都遵守本**条件**的规定。为避免疑义，双方认可并同意任何时间由**客户**向**拜定赛**提交的任何销售条件将不会适用于本**合同**或者任何其他**合同**（以及任何此类条款将会被明确排除适用），并且**拜定赛**未就任何此类销售条件提出异议不意味着**拜定赛**的接受。

**客户**向**拜定赛**发出的每一份**订单**都视作为根据本**条件**以及**经销协议**的条款、任何**租赁协议**和/或**服务协议**（如适用）购买**产品**的要约。**拜定赛**可自行决定接受或者拒绝**订单**。**订单**在以下两者中较早发生者之前不视为被接受：

3.1.1 TBSG's written acceptance of the Order; or

correspondence relating to the Order; and

包含**客户**分配的订单编号，各方应在随后与**订单**有关的所有通信中使用相关的订单编号；以及

3.2.3 specify the Delivery Address.

列明**交付地点**。

#### 4. MANUFACTURE, PACKING AND DELIVERY

##### 制造，包装及交付

4.1 TBSG shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the, packing, packaging, marking, storage, handling, and delivery of the Products.

**拜定赛**应遵守所有与**产品**包装方式、包装、标识、存储、处理、以及交付有关的适用法律、法规、命令、规定以及其他法律文件。

4.2 TBSG shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to supply the Products. TBSG shall provide all necessary documentation relating to the Products including any certificates of origin, certificates of analysis, user manuals and warranty documentation.

**拜定赛**应当获得供应**产品**所需的所有执照、权限、授权、同意、许可并保持其有效。**拜定赛**应当提供所有与**产品**相关的必要文件包括任何原产地证书，分析证明书，使用手册以及质保文件。

4.3 TBSG is not bound by any delivery dates quoted in the Order and time will not be of the essence in respect of Delivery under the Contract.

**拜定赛**将不受**订单**中任何交付日期的约束，并且在**本合同**项下时间对于**交付**并非关键因素。

4.4 Each Delivery shall be accompanied by a delivery note from TBSG showing the order number, the type and quantity of Products included in the Order.

每次**交付**都应附有**拜定赛**的交货单，其中显示有订单号、**订单**中包含的**产品**型号和数量。

4.5 TBSG is permitted to make partial shipments of the Products or ship the Products ordered by the Customer in multiple shipments.

允许**拜定赛**批批发运**产品**或者多次分批运输**客户**订购的**产品**。

4.6 Delivery of the Products shall be ex-works TBSG' premises (Incoterms 2010) unless otherwise agreed in writing between the parties.

除非双方另有书面约定，**产品**的**交付**应在**拜定赛**的经营场所以工厂交货价交付（《2010 年国际贸易术语解释通则》）。

4.7 If for any reason the Customer fails to accept Delivery of the Products or TBSG is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents or authorisations, TBSG may store the Products until Delivery can take place and the Customer shall be liable for all related costs and expenses (including without limitation storage and insurance).

如果**客户**因任何原因未能接受**产品**交付，或者因**客户**未提供合适的指示、文件或者授权而使**拜定赛**未能按时交付**产品**，**拜定赛**可以储存**产品**直至交付发生，**客户**应对所有相关的成本和费用（包括但不限于储存和保险）承担责任。

#### 5. PRODUCT PRICES

##### 产品价格

5.1 The Product Prices shall be TBSG' published price list at the date of the Order or as otherwise agreed between the parties and stated in the Order accepted by TBSG in accordance with Clause 3.1.

**产品价格**应为**拜定赛**于**订单**日公布的价格表，或者由双方根据第 3.1 条约定在**拜定赛**接受的**订单**中列明的价格。

5.2 Unless otherwise agreed in writing, the Product Prices are exclusive of VAT (or such other applicable sales taxes), insurance, and costs of Delivery.

除非另有书面约定，**产品价格**应不含增值税（或者其他适用的销售税）、保险、以及**交付**成本。

5.3 TBSG may, by giving notice to the Customer at any time up to Delivery, increase the price from that advised in the acceptance of the Order, if such increase is due to:

**拜定赛**可以在**交付**前的任何时间通知**客户**提高在接受**订单**时建议的价格，如果此价格提高是由于：

5.3.1 increased cost of raw materials or labour;

原材料或者劳动力成本增加；

5.3.2 any change in government regulations, including without limitation increase of import duty/tax;

任何政府规定发生变化，包括但不限于进口关税/税的增加；

5.3.3 any request by the Customer to change the quantities or types of Products ordered; or

**客户**提出改变订购**产品**数量或者型号的任何要求；

5.3.4 any Force Majeure Event.

任何不可抗力事件。

#### 6. INVOICING AND PAYMENT

##### 发票及付款

6.1 TBSG shall issue a payment notice for Products upon acceptance of a purchase order, the Customer shall pay the price in full within 30 days after the date such notice was issued.

**拜定赛**应当在接受采购订单后发出**产品**付款的通知，**客户**应当在此通知发出后 30 日内全额付款。

6.2 The TBSG will issue a formal tax invoice after TBSG's receipt of the payment in full.

**拜定赛**将在其收到全额付款之后发出一张正式的税务发票。

#### 7. TITLE AND RISK

##### 所有权及风险

7.1 The risk of the Products passes to the Customer on Delivery.

**产品**的风险在**交付**时转移给**客户**。

7.2 The title to the Products shall remain with TBSG until TBSG has received payment in full and cleared funds for the Products.

**拜定赛**在收到全额付款并对**产品**已结清资金之前将保有**产品**的所有权。

7.3 Until title to the Products has passed to the Customer, the Customer shall: 在**产品**的所有权转移给**客户**之前，**客户**应当：

7.3.1 notify TBSG immediately if it becomes subject to any of the events listed in Clause 12.1.4; and

如果发生第 12.1.4 条所列的任何事件，立即通知**拜定赛**；以及

7.3.2 give TBSG such information relating to the Products as TBSG may require from time to time.

向**拜定赛**提供其可能会不时要求的有关**产品**的信息。

7.4 Subject to Clause 7.5, the Customer may use the Products in the ordinary course of its business (but not otherwise) before TBSG receives payment for the Products.

受制于第 7.5 条的规定，**客户**可以在**拜定赛**收到**产品**的付款之前，在其正常的经营活动中使用**产品**。

7.5 If, before title to the Products passes to the Customer, the Customer becomes subject to any of the events listed in Clause 12.1.4 or the Customer encumbers or in any way charges any of the Products then, without limiting any other right or remedy TBSG may have:

如果在**产品**的所有权转移给**客户**之前，**客户**发生了第 12.1.4 条规定的任何事件或者**客户**在**产品**上设定了权利负担或者以

任何方式产生权利负担，在不限制拜定赛可能享有的任何其他权利或者救济的前提下：

7.5.1 the Customer's right to use the Products in the ordinary course of its business ceases immediately; and

客户在其正常的经营活动中使用产品的权利立即中止；以及

7.5.2 TBSG may at any time:

拜定赛可在任何时间：

(a) require the Customer to deliver up all Products in its possession which have not been irrevocably incorporated into another product; and

要求客户交付其占有的还未被不可撤销地嵌入另一产品的所有产品；以及

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

如果客户未及时履行上述(a)项，进入客户的任何经营场所或者储存产品的任何第三方经营场所，以收回产品。

7.6 TBSG shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from TBSG.

尽管拜定赛未转移任何产品的所有权，拜定赛有权收取产品的价款。

## 8. INTELLECTUAL PROPERTY

### 知识产权

8.1 All Intellectual Property Rights in or arising out of or in connection with the supply of Products shall as between the parties be owned by TBSG.

在供应产品过程中或者由供应产品引起的或者与供应产品有关的所有知识产权权利由拜定赛所拥有。

8.2 Software included in the price list is subject to a non-exclusive licence agreement. The Customer may not reproduce, modify nor transfer the Software without TBSG' consent. The Customer shall not adapt, develop, create any derivative work, reverse engineer, decoding, decompile, disassemble or carry out any act otherwise restricted by copyright, patent or any other Intellectual Property Rights.

价格表中包含的软件受制于非独家许可协议的规定。在未征得拜定赛同意的情况下，客户不得复制、修改或者转让软

件。客户不当改编、开发或创造任何衍生作品，进行反向工程，解码、反编译、反汇编或实施任何受著作权、专利或其他知识产权权利限制的行为。

## 9. WARRANTIES

### 保证

### 9.1 Instruments

#### 仪器

9.1.1 TBSG warrants that for a period of 12 months from the date of Delivery ("Warranty Period") that the Instruments shall:

拜定赛保证从交付日起为期 12 个月（“保修期”），仪器应当：

(a) conform in all material respects to the Specification; and

在所有重大方面符合规格的规定；以及

(b) be free from material defects in design, material and workmanship.

在设计、材料以及工艺方面没有重大缺陷。

9.1.2 Subject to Clause 9.5, TBSG shall, at its option, repair or replace any Instruments that in TBSG' reasonable opinion do not comply with Clause 9.1.1 provided that:

根据第 9.5 条的规定，拜定赛应当，自行选择修理或者替换任何拜定赛合理认为与第 9.1.1 条规定不相符合的任何仪器，前提是：

(a) the Customer promptly notifies TBSG in writing upon discovery of any defect and that such notification is within the Warranty Period;

客户在发现任何缺陷后及时书面通知拜定赛并且该通知在保修期内；

(b) the Instruments have been used and maintained in accordance with:

仪器的使用和维护是按照：

(i) normal operating conditions;

正常的运行条件；

(ii) the applicable user manual; and

适用的用户手册；以及

(iii) any other documentation provided by TBSG at the

time of or since the date of the Order.

自订单日或之后的时间，任何其他由拜定赛提供的文件。

9.1.3 Items that could reasonably be expected to require repair or replacement within the Warranty Period (e.g. consumables, batteries etc.) are excluded from the warranty at Clause 9.1.1.

在保修期内合理预期需要修理或者更换的物品（例如，消耗品，电池等）被排除在第 9.1.1 条规定的保修范围内。

## 9.2 Reagents

### 试剂

9.2.1 TBSG warrants that Reagents shall conform in all material respects to the relevant Specification until their expiry date as indicated in the package insert.

拜定赛保证，试剂在包装说明书所示的到期日之前，在所有重大方面符合相关规格的规定。

9.2.2 Subject to Clause 9.5 if:

受制于第 9.5 条的规定，如果

(a) the Customer gives notice in writing to TBSG within a reasonable time of discovery that some or all of the Reagents do not comply with the warranty set out in Clause 9.2.1;

客户在合理期限内发现某些或者所有的试剂不符合第 9.2.1 条规定的保证的要求，并以书面形式通知拜定赛；

(b) TBSG is given a reasonable opportunity of examining such Reagents; and

拜定赛被给予合理检测此试剂的机会；以及

(c) the Customer (only if asked to do so by TBSG) returns such Reagents to TBSG' place of business at TBSG' cost,

客户（仅在拜定赛要求这样的情形下）将此试剂退还至拜定赛的营业地，费用由拜定赛承担，

TBSG shall, at its option, replace the defective Products or refund the value of the defective Products in full.

拜定赛应当自行选择替换缺陷产品或者全额退还缺陷产品的价款。

## 9.3 Software

## 软件

- 9.3.1 TBSG warrants that any Software will conform in all material aspects to the Specification for a period of six months from the date the Order is placed.
- 拜定赛保证在订单发出之日起为六个月，任何软件在所有重大方面符合规格的要求。
- 9.3.2 Subject to Clause 9.5, Clause 9.3.1 will not apply to the extent that the non-conformity is caused by:
- 根据第 9.5 条的规定，第 9.3.1 条不适用于由以下原因造成的不符合：
- (a) incorrect use of the Software;
- 不正确使用软件；
- (b) use of the Software for a purpose other than for which it was intended;
- 超出预期目的使用软件；
- (c) attempted or actual modification or alteration of the Software;
- 意图或者实际修改或者更改软件；
- (d) use of the Software on equipment that is not expressly certified as compatible by TBSG; or
- 在未经拜定赛明确认证为兼容的设备上使用软件；或者
- (e) failure to update the Software with the most recent version.
- 未能将软件更新为最新版本。
- 9.4 The Customer will provide TBSG with access to the necessary information and documentation in order to investigate or rectify any non-conformity with Clause 9.3.1.
- 客户将提供给拜定赛访问必要信息和文件的权限，以调查或纠正任何不符合第 9.3.1 条的规定的行为。
- 9.5 TBSG shall not be held liable for Products' failure to comply with the warranties set out in Clauses 9.1, 9.2 and 9.3 in any of the following events:
- 拜定赛在任何下列事件中就产品未能符合第 9.1 条，第 9.2 条以及第 9.3 条规定的保证不承担任何责任：
- 9.5.1 the Customer makes any further use of such Products after giving notice to TBSG of a defect;

客户在向拜定赛发出缺陷通知后继续使用该产品；

9.5.2 the failure to comply arises because the Customer failed to follow TBSG' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

因客户未能遵照拜定赛关于产品存储、调试、安装、使用和维护的口头或书面的指示或者（如果没有）关于此类产品的良好的商业惯例而导致的行不符合；

9.5.3 the Customer alters or repairs such Products without the written consent of TBSG;

未经拜定赛书面同意，客户更改或者修理该产品；

9.5.4 the failure to comply arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;

因合理磨损、故意破坏、疏忽大意或者非正常的储存或者工作条件而导致的行不符合；

9.5.5 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

为确保产品符合适用的法律或者管理规定而进行更改，导致产品与其描述不符；

9.5.6 the failure to comply arises as a result of a Force Majeure Event; or

因不可抗力事件而导致的行不符合；或者

9.5.7 the failure to comply arises as a result of any act or omission of the Customer.

因客户任何的作为或者不作为而导致的行不符合。

9.6 The Customer's sole and exclusive remedies in respect of the Products' failure to comply with the warranties set out in Clauses 9.1, 9.2 and 9.3 shall be as provided for in this Clause 9, and TBSG shall have no further liability in respect of such failure.

客户就产品未能符合第 9.1 条，第 9.2 条以及第 9.3 条规定的保证的唯一且排他的救济在本第 9 条中载明，并且拜定赛就该等不符不再承担进一步的责任。

9.7 Except for those expressly set out in the Contract, all warranties, conditions, representations and undertakings (including without limitation any and all warranties, conditions, representations and undertakings implied by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

除非本合同中有明确规定，在法律允许的最大限度内，排除适用所有的保证、条件、陈述和承诺（包括但不限于任何及所有成文法，普通法或其他法律所暗示的保证，条件，陈述以及承诺）。

9.8 The provisions of this Clause 9 shall apply to any repaired or replacement Products supplied by TBSG, provided that the warranties set out above shall apply to such repaired or replacement Products only for the term of such warranties remaining in respect of the Products repaired or replaced.

本第 9 条的规定应当适用于由拜定赛供应的任何修理或者更换产品，但前提是上述保证仅适用于修理或者更换过的产品的剩余保修期限。

## 10. CUSTOMER'S OBLIGATIONS

### 客户义务

10.1 The Customer shall ensure compliance with user manual, instructions or storage conditions written on the packaging of the Products or set forth in the package inserts.

客户应确保遵守用户手册、载于产品包装或者包装说明书的说明或者存储条件。

10.2 The Customer shall take all measures to ensure that the Products are used and disposed of in compliance with legal requirements and standards (including relevant traceability rules). The Customer shall use the Instruments in strict compliance with the recommendations of TBSG and shall remain liable for any interpretation and any use of results provided.

客户应采取一切措施以确保产品的使用和处理符合法律要求和标准（包括相关的可追溯规则）。客户应当严格遵照拜定赛的建议使用仪器，并对所提供的任何解释和结果的使用承担责任。

10.3 TBSG will not be liable for any non-compliance with such rules or guidance in relation to the Products after Delivery. The Customer agrees to indemnify TBSG against any third party action on the consequences of using non-compliant Products.

拜定赛就产品交付后不符合与产品有关的该等规则或者指导不承担任何责任。客户同意补偿拜定赛因第三方使用不符合要求的产品而提起诉讼所遭受的损失。

## 11. LIMITATION OF LIABILITY

### 责任限制

11.1 Nothing in the Contract shall limit or exclude the liability of either party for death or personal injury; or fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited by PRC law.

本合同中的任何规定均不得限制或者排除任何一方对死亡或者人身伤害，或者欺诈或者欺诈性虚假陈述所承担的责任，或者任何其他依据中国法律不能排除或者限制的责任。

11.2 Without prejudice to Clause 11.1, TBSG shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss suffered including but not limited to loss of profit, use, production, contract, opportunity, savings or goodwill (whether direct or indirect) by the Customer that arises under or in connection with the Contract.

在不影响第 11.1 条的规定的情况下，拜定赛对客户遭受的任何特殊的、间接的或者从属的损害或者损失（包括但不限于客户直接或者间接遭受的在本合同项下的或者与本合同有关的利润、使用、生产、合同、机会、节省的费用或者商誉损失）不承担任何责任，无论该等责任是合同责任，侵权（包括过失）责任或者不当得利返还责任，或者因违反法定义务或者虚假陈述而承担的责任，或者其他形式的责任。

11.3 Without prejudice to Clause 11.1 or Clause 11.2, TBSG' total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to 125% of the Product Prices paid or payable under the Contract.

在不影响第 11.1 条或者第 11.2 条的规定的情况下，拜定赛在合同项下或者与合同有关的全部责任，应当不超过本合同项下已付或者应付产品价格的 125%，无论该等责任是合同责任，侵权（包括过失）责任或者不当得利返还责任，或者因违反法定义务或者虚假陈述而承担的责任，或者其他形式的责任。

## 12. TERMINATION

### 终止

12.1 A party shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the other party if:

一方有权以书面通知另一方的形式立即终止本合同，如果：

12.1.1 the other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default

not less than 30 days after being notified in writing to make such payment; or

另一方在付款到期日未支付任何本合同项下无争议的到期款项并且在收到书面付款通知后至少 30 天仍未支付；或者

12.1.2 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after receipt of notice in writing requiring it to do so; or

另一方严重违反其在本合同项下的义务并且（如果此违约行为是可以补救的）在收到要求其补救的书面通知后 14 天内未能对其违约行为进行补救；或者

12.1.3 the other party commits a series of persistent minor breaches which, when taken together, amount to a material breach; or

另一方实施的一系列持续的轻微违约行为合并构成重大违约；或者

12.1.4 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party, or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding up passed, or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party, or if the other party ceases or threatens to cease to carry on business; or

任何不动产上的担保权利人占有或者接管人、管理接管人或者类似官员被指定接管另一方的财产或者资产，或者另一方与其债权人作出自愿安排或者受行政命令约束或者已经委派管理人员或者进入清算破产程序或者通过了清算的决议，或者根据司法管辖区内的法律发生的与另一方有关的与任何此类事件相类似的任何事件，或者另一方停止或者将要停止经营；或者

12.1.5 any Force Majeure Event (as defined in Clause 13.2) prevents the other party from performing its obligations under the Contract for any continuous period of three months.

任何的不可抗力事件（如第 13.2 条所定义）连续三个月阻碍另一方履行其在本合同项下的义务。

12.2 Termination of the Contract shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

本合同的终止不影响任何一方在合同终止时已产生的权利和救济。

## 13. FORCE MAJEURE

### 不可抗力

13.1 Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under the Contract so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

任何一方（或者代表其行事的任何人）因不可抗力事件而未能、不能、无法或延迟履行本合同项下的任何义务的，不承担任何责任。

13.2 A "Force Majeure Event" means an event beyond the reasonable control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism.

“不可抗力事件”是指超出一方（或者代表其行事的任何人）的合理控制的事件，其在本质上是该方（或者该人）无法预见的，或者，如果它可能被预见，但是不可避免的，包括天灾，暴风，洪水，暴乱，火灾，破坏，内乱或者动乱，民政或者军政当局的干涉，战争（宣战或者未宣战）或者武装敌对行动或者其他的国内的或者国际灾难，或者一种或者多种恐怖主义行径。

## 14. DATA PROTECTION

### 数据保护

14.1 The parties shall comply with the Data Protection Laws and any legislation or guidelines which amend or replace such legislation to the extent necessary to perform their respective obligations under the Contract.

各方应当遵守数据保护法律以及其在履行本合同规定的义务的必要时范围内修改或者替换此类法律的任何法律或者准则。

## 15. ANTI-BRIBERY

### 反贿赂

15.1 The Customer agrees to comply with the terms of TBSG' Code of Business Conduct in place from time to time.

客户同意遵守不时适用的拜定赛商业行为守则的条款。

15.2 For the purposes of this Clause 15 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

就本第 15 条而言，“充分的程序”以及“相关的”应当根据 2010 年《反贿赂法案》以其颁布的法律或者指南进行解释。

15.3 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

各方应当遵守适用的反贿赂法律，包括确保其有适当且充分的程序防止贿赂，并尽一切合理努力确保：

15.3.1 all of that party's personnel;

该方所有的人员；

15.3.2 all others associated with that party; and

与该方有关的所有其他人；以及

15.3.3 all of that party's subcontractors;

该方所有的分包商；

involved in performing the Contract so comply.

在履行本合同时遵守上述规定。

15.4 Without limitation to Clause 15.3, neither party shall make or receive any bribe (as defined in the Bribery Act 2010 or other applicable Bribery Laws) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom, PRC or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

在不限第 15.3 条规定的情形下，任何一方均不应当行贿或者接受任何贿赂（如 2010 年《反贿赂法案》或者其他适用的反贿赂法律所定义）或者其他的不正当款项，或者允许代表其支付或者收取任何此贿赂或者款项，无论是在英国，中国或者其他地方，并且任何一方应当实施并维持充分的程序，以确保其不会直接地或者间接地支付或者接受此类贿赂或者款项。

15.5 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 15.

各方一旦发现其违反或者可能违反第 15 条的任何规定时应立即通知另一方。

## 16. ANTI-SLAVERY

### 反奴隶制

16.1 The Customer undertakes, warrants and represents that:

客户承诺，保证并声明：

16.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors:

客户及其任何其管理人员，雇员，代理人或者分包商没有：

(a) has committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or  
实施过 2015 年《现代反奴隶制法案》规定的犯罪行为（现代反奴隶制法案罪行）；或者

(b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

曾收到根据 2015 年《现代反奴隶制法案》就被指控的现代反奴隶制法案罪行接受调查或者起诉的通知；或者

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and

知道在其供应链内存在可能引发根据 2015 年《现代反奴隶制法案》就被指控的现代反奴隶制法案罪行进行调查或者起诉的任何情形；以及

16.1.2 the Customer and any of its officers, employees, agents and subcontractors:

客户及其任何其管理人员，雇员，代理人以及分包商：

(a) shall comply with the Modern Slavery Act 2015 and any reasonable directions from TBSG in relation to anti-slavery; and

应当遵守 2015 年《现代反奴隶制法案》的规定以及拜定赛就反奴隶制的任何合理的指示；

(b) shall notify TBSG immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's

obligations under Clause 16.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

应立即以书面形式通知拜定赛，如果其知道或者有理由认为，其或任何其管理人员，雇员，代理人，或者分包商违反或者可能违反第 16.1 条规定的任何客户义务。该等通知应当详述有关客户违背其义务或潜在违背的全部详情。

16.2 Any breach of Clause 16.1 by the Customer shall be deemed a material breach of the Contract and shall entitle TBSG to terminate the Contract with immediate effect.

客户对第 16.1 条规定的任何违反应被视为对本合同的实质违约，并且拜定赛有权立即终止本合同。

## 17. GENERAL

### 通用

17.1 If any provision of these Conditions shall be held to be invalid or unenforceable in whole or in part, the unaffected provision shall remain in full force and effect.

如果本条件中的任何条款被认定为全部或者部分无效或者不可强制执行，未受影响的条款应当继续具有完全效力。

17.2 No waiver of or delay or failure by TBSG to exercise any rights or remedies shall prejudice any future or further exercise thereof.

拜定赛放弃，迟延或者未能行使任何权利或救济应不影响其将来或者进一步行使上述权利或救济。

17.3 All notices to be served on TBSG by the Customer shall only be valid if addressed to the Chief Financial Officer of TBSG at the company's registered address.

由客户提供给拜定赛的所有通知仅在寄送至公司注册地址，并送达给拜定赛首席财务官时有效。

17.4 The Customer shall not without the prior written consent of TBSG sub-contract or assign all or any part of the Contract.

未经拜定赛事先书面同意，客户不得对本合同的全部或者任何部分进行分包或者转包。

17.5 The Customer shall keep as confidential all information disclosed to it by or on behalf of TBSG which could reasonably be considered as confidential. This shall include, but not be limited to, all information received by the Customer which comprises Intellectual Property Rights or know-how belonging to TBSG

and all information relating to TBSG' business (including Product Price) which is not in the public domain. The Customer shall not use any information provided to it other than to enable it to perform its obligations under the Contract.

**客户**应对**拜定赛**或者代表**拜定赛**向其披露的所有可被合理认定为机密的信息保密。这应当包括，但不限于，**客户**收到的所有不为公共领域所知的，构成属于**拜定赛**的**知识产权权利**或者专有技术以及与**拜定赛**业务（包括**产品价格**）有关的所有信息。**客户**不应当使用向其提供的任何信息，但使用该等信息履行本**合同**项下的义务除外。

- 17.6 A person who is not a party to the Contract shall have no rights pursuant to the applicable provisions of PRC Civil Code to enforce any term of the Contract.

非属本**合同**当事方的任何人根据《中华人民共和国民法典》的适用条款不享有执行本**合同**任何条款的权利。

- 17.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with PRC law.

本**合同**以及由本**合同**产生的或者与本**合同**、本**合同**标的或者其订立有关的任何争议或者索赔（包括非合同争议或者索赔）应当受**中国**法律管辖，并根据**中国**法律解释。

- 17.8 Any dispute arising in connection with this Contract, whether with respect to execution, validity, construction, or otherwise, which cannot be settled through correspondence and mutual consultation of the Parties, shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration.

与本**合同**有关的任何争议，无论是关于执行，有效性，解释或者其他方面，若不能通过双方通信以及共同协商解决，应当提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心仲裁。

- 17.9 This Contract is in a dual English language and Chinese language format. The English language shall be the prevailing language version in the event of any conflict or inconsistency.

本**合同**以英文和中文双语形式。在出现任何冲突或不一致的情况下，应以英文版本为准。