SPERRY MARINE TRADING (SHANGHAI) CO., LTD
GENERAL TERMS & CONDITIONS OF SALE & SERVICE WORK
斯伯利航海贸易（上海）有限公司
销售和服务工作一般条款

1. SALE AND PURCHASE

1.1 In these general terms of sale the following designations are used: “Sperry Marine” refers to Sperry Marine Trading (Shanghai) Co., Ltd; “Buyer” refers to the natural person or corporate body making or accepting an offer or otherwise entering into a legal relationship with Sperry Marine whereby Sperry Marine supplies goods, including spare parts, or software (“Products”) and/or services, including without limitation, service labour, engineering work in developing a system, or project management (“Service Work”) to Buyer as they are described in Sperry Marine’s offer.

1.2 These general terms of sale shall be applicable exclusively to all offers and order acceptances by Sperry Marine for the sale and supply of Products and/or Service Work and the term “Agreement” herein shall apply to all such agreements based on these terms.

1.3 Deviations from, changes and/or supplements to these general terms of sale will only be valid and binding if and in so far as these have been explicitly accepted by Sperry Marine in writing (“Deviated”).

1.4 An Agreement is effective the moment when Sperry Marine has accepted the order in writing, or, in the absence of an order acceptance, as soon as Sperry Marine has commenced execution of the order.

2. OFFERS AND CONTENTS OF THE AGREEMENT

2.1 All offers of Sperry Marine are without obligation, particularly as regards price, quantity, time of delivery and possibilities of delivery, and can be revoked by Sperry Marine at any time. Offers of which Sperry Marine has not received a written acceptance within sixty (60) days from the

1. 销售与采购

1.1 本一般销售条款中使用了以下定义：“Sperry Marine” 是指斯伯利航海贸易（上海）有限公司; “买方”是指自然人或法人团体发出或接受要约或以其他方式与 Sperry Marine 签订合约。 依照合约， Sperry Marine 向买方提供要约中描述的货物， 包括备件或软件（“产品”）和/ 或服务，包括但不限于，人工，系统开发的工程工作或项目管理（统称“服务工作”）。

1.2 本一般销售条款仅适用于 Sperry Marine 产品和/或服务工作的全部要约和已经接受的订单。“协议”一词适用于基于这些条款签订的协议。

1.3 对本一般销售条款的偏离，变更和/或补充仅在 Sperry Marine 明确的书面同意之后才有效且具有约束力（“偏离”）。

1.4 协议在 Sperry Marine 书面接受订单后即生效。如果在无订单接受的情况下，协议于 Sperry Marine 开始执行订单时生效。

2. 要约以及协议内容

2.1 Sperry Marine 发出的所有要约均无义务，特别是在价格，数量，交货时间和交付可能性方面，且可以随时撤销。若在要约发出后六十（60）天内，或是在 Sperry Marine 书面规定的任何其他期限尚未获得买方书面接受，要约将被自动取消。买方发出的订单或

offer, or any other such duration as provided for in writing by Sperry Marine, shall be cancelled automatically. Purchase orders or other forms of written acceptance from Buyer shall constitute irrevocable offers once accepted by Sperry Marine per Subclause 1.4.

任何其他形式的书面接受一旦被Sperry Marine 按 1.4 条款接受，则应构成不可撤销的要约。

2.2 Representations made by employees of Sperry Marine or by third parties cannot be relied upon or invoked by Buyer, unless these have been confirmed by Sperry Marine in writing.

2.2 除非 Sperry Marine 以书面形式确认，Sperry Marine 的员工或第三方的陈述不能被买方依赖或援引。

2.3 Sperry Marine may without need for Buyer's consent introduce improvements and alterations to the Products, provided that such improvements and alterations do not fundamentally change the ordered Products in form, fit or function.

2.3 Sperry Marine 可能对产品进行改进和更改而无需经买方同意，但前提是此类改进和更改不会从根本上改变订购产品的形式，适合行或功能。

3. DELIVERY AND RISK

3. 交付与风险

3.1 All dates and times specified to Buyer for delivery or installation of the Products and/or for the performance or provision of Service Work are estimated only and Sperry Marine shall not have any liability for delay or for any damages or losses sustained by Buyer as a result of such dates or times not being met. Buyer shall not be entitled to refuse acceptance of the Products and/or Service Work as a consequence or possible consequence of such delay. All deliveries are subject to adequate provision by Buyer and receipt by Sperry Marine in a timely manner of any proforma payments, any required official export documents and licences, technical, frequency and other information necessary from Buyer for the performance of this Agreement.

3.1 发给买方的日期和时间（交付或安装产品和/ 或履行或提供服务工作）仅为大概估计，对买方因延迟或未在某个日期收到产品或服务而遭受的任何损害或损失， Sperry Marine 不承担任何责任。买方无权因此类延迟而拒绝接受产品和/或服务工作。所有交付的前提条件是买方及时付款，提供所需的任何官方出口文件和许可，技术，频率以及为履行本协议所需的其他信息。

3.2 Unless otherwise Deviated, all deliveries are FCA, Sperry Marine's warehouse in Vlaardingen, The Netherlands (Incoterms 2020) and after delivery the Products shall be at the risk of Buyer, including those cases in which transport has been arranged by Sperry Marine and/ or in which at the carrier's demand the transport document stipulates that transport shall be at the risk of Sperry Marine. Sperry Marine reserves the right to

3.2 除非有偏离，所有交付均为 FCA，Sperry Marine 在荷兰 Vlaardingen 的仓库（国际贸易术语解释通则 2020）。 交付后产品风险由买方承担，即使运输由 Sperry Marine 安排和/或根据承运人的要求，运输单据规定运输应由 Sperry Marine 承担风险。除非买方有明确书面指示，且被Sperry Marine 接受，否则Sperry

determine the means of conveyance and the route of transport, unless Buyer gives express written instructions accepted by Sperry Marine.

Marine 保留确定运输工具和运输路线的权利。

3.3 Any costs incurred by Sperry Marine (including, without limitation storage, insurance and other administrative costs) ensuing from delay on the part of Buyer in accepting delivery or in compliance with the requirements of Clauses 4 and 6, shall be paid by Buyer.

3.3 由于买方延迟接受交付或遵从第 4 条和第 6 条的要求而导致 Sperry Marine 产生的任何费用（包括但不限于仓储，保险和其他管理费用）应由买方承担。

3.4 Sperry Marine is entitled to make partial deliveries and in that case, Sperry Marine may send Buyer a separate invoice for each partial delivery and demand payment therefor.

3.4 Sperry Marine 有权进行分批交货，在这种情况下，Sperry Marine 会向买方发送分批交货的单独发票，并要求付款。

4. INSPECTION AND SERVICE

4. 检查与服务

4.1 During the warranty period referred to in Clause 9, Sperry Marine shall at its discretion be entitled at its cost, to inspect any installed Products and/or Service Work.

4.1 在第 9 条所述的保修期内，Sperry Marine 有权自行决定检查任何已安装的产品和/或已进行的服务工作，费用由 Sperry Marine 承担。

4.2 In the event that Buyer requests that: (a) Sperry Marine or its authorised service partners undertake an inspection of the Products, whether or not within the warranty period referred to in Clause 9; and/ or (b) Sperry Marine performs any repairs or Service Work which it is not obliged under Clause 9, then Sperry Marine shall, if it agrees to perform such works, be entitled to charge its applicable standard rates at the time of execution. In addition, Sperry Marine may charge for the travelling and accommodation expenses of such personnel, and/ or such other associated costs, plus a ten percent (10%) mark up, and for their travelling time at the rates applicable, as defined above. Sperry Marine shall not be required to provide documentary evidence in support of such charges. If Service Work is required outside Sperry Marine's regular working hours, the overtime rates applicable to the district from which Sperry Marine provides the Service Work shall apply.

4.2 如果买方要求：（a）Sperry Marine 或其授权服务合作伙伴对产品进行检查，无论是否在第9 条所述的保修期内; 和/或（b）Sperry Marine 进行第 9 条之外的任何维修或服务工作，如果 Sperry Marine 同意进行此类维修或服务，则有权在执行时按适用的标准费率收费。此外，Sperry Marine 可能会收取交通和住宿费和/或其他相关费用，加百分之十（10％）的加价，以及旅行时间费（按照上述定义的适用费率）。买方不应该要求 Sperry Marine 提供收取此类费用的文件证据。如果买方要求 Sperry Marine 在其正常工作时间之外进行服务工作，Sperry Marine 将按提供服务工作区域的标准收取加班费。

4.3 Any publications (including online sources) containing a list of locations in which Sperry Marine maintains service stations are for information purposes only. Sperry Marine shall have the right, at any time and at its sole discretion, to modify the number and locations of its service stations.

4.3 任何包含 Sperry Marine 服务站清单的公开信息（包括在线信息）仅供参考。Sperry Marine 有权随时自行决定更改其服务站的数量和地点。

5. PRICES AND TERMS OF PAYMENT

5. 价格与付款条件

5.1 Unless otherwise Deviated, all prices quoted are based on FCA Vlaardingen (Incoterms 2020), in US Dollars, and shall be: (a) exclusive of Value Added Taxes (VAT) or other taxes and charges, which if applicable, shall be added to the quoted prices and paid for by Buyer; and (b) exclusive of any other taxes and charges including, without limitation, corporate income tax, business/ turnover tax, personnel income tax, payroll tax, sales or other taxes and charges, excise tax, use and withholding taxes, arising in any country outside the country in which Sperry Marine resides, which if applicable, shall be added to the quoted prices and paid for by Buyer. For the avoidance of doubt, each party shall be responsible for any costs, charges and expenses imposed by its own banks.

5.1 除非有偏离，所有报价均为 FCA Vlaardingen（国际贸易术语解释通则 2020）美元，并且：（a）不含增值税（VAT）或其他税项及收费，如果适用，应加进报价并由买方支付；及（b）不含以下任何其他发生在 Sperry Marine 所在国之外的国家的费用：税项及费用，包括但不限于企业所得税，营业额/营业税，个人所得税，工资税，销售税或其他税项及费用，关税，使用及预扣税。如有此类费用，应加到报价中，并由买方支付。为避免疑义，买卖双方应支付各自的银行手续费。

5.2 In the event that the parties agree a variation or modification to the Agreement or any order, including without limitation, changes in the scope of supply, increase or reduction of the quantity supplied, change in the delivery dates of the Products or the performance dates of Service Work, the prices shall be adjusted in accordance with the standard rates used by Sperry Marine at the time of execution. In addition to the above, should delivery be extended beyond the calendar year in which the Products are originally scheduled to be delivered, the price for such Products shall be increased by four percent (4%) per calendar year.

5.2 如果双方同意对协议或订单进行变更或修改，包括但不限于供应范围，数量，产品交付日期或服务工作日期等，价格应根据 Sperry Marine 在执行时使用的标准费率进行调整。此外，如果产品交付日期延长至产品原定计划交付的日历年度之后，价格应在每个日历年增加百分之四（4%）。

5.3 The minimum order value which is applicable to all sales of Products and Service Works is USD300 (three hundred U.S. Dollars).

5.3 所有产品和服务工作销售的最低订单价值为 300 美元（300 美元）。

5.4 Unless otherwise Deviated and pending Buyer's credit status with Sperry Marine, full payment in the invoiced currency shall be made by Buyer not later than thirty (30) days after the invoice date, by means of payment into the bank and/or Giro account stipulated by Sperry Marine, without any suspension, set-off, deduction or discount. Buyer may only submit a written notice of objection against the invoice within the term set out therein.

5.4 除非有偏离，取决于买方在 Sperry Marine 的信用状态，买方则应在发票日期后的三十（30）天内按指定的货币付入 Sperry Marine 指定的银行和/或 Giro 账户，且不得有任何暂停，抵消，扣除或折扣。买方只能在发票规定的期限内对该发票提出书面异议。

5.5 Without prejudice to any other rights of Sperry Marine, Buyer shall be in default without any further notice thereof being required, if he exceeds the aforesaid term of payment of thirty (30) days. From such moment, Buyer shall owe interest at one and a half percent (1.5%) a month compounded on the amount still outstanding. For the calculation of the amount payable due to interest, parts of months shall apply as whole months. All judicial or extrajudicial costs including all legal and professional fees (on an indemnity basis) and all court costs incurred with respect to collection of the debt shall be at the expense of Buyer.

5.5 在不损害 Sperry Marine 任何其他权利的情况下，如果买方在规定的三十（30）天之后没有付款，无需卖方再发出通知，买方即构成违约。从违约之日起，买方应按每月百分之一点五（1.5％）的复合利息支付所欠金额。计算利息时，不足一个月时应按整月计算。所有法律或非法律费用，包括律师费和专业费用（就赔偿而言）和收取债务所产生的法庭费用应由买方承担。

5.6 At any time Sperry Marine shall be entitled to demand reasonable security (or, as the case may be, additional security) from Buyer for the payment of the Products and/or to suspend deliveries, until the security demanded has been provided.

5.6 Sperry Marine 在任何时候都有权要求买方就货款提供合理的担保（或视情况而定，额外担保）和/或在买方提供所需担保前暂停交付。

6. RETENTION OF TITLE

6. 所有权保留

6.1 Sperry Marine shall retain title to the Products delivered or to be delivered until Buyer has made full payment of the price for such Products to Sperry Marine without any deductions.

6.1 直至买方向 Sperry Marine 付清全额货款（无任何扣除）之前，Sperry Marine 保留已交付或即将交付的产品的所有权。

6.2 As long as title to the Products has not passed to Buyer, Buyer shall not dispose of the Products or encumber them. Buyer is not permitted to attach the Products to other objects in such a manner that they cannot be easily removed. Additionally, Buyer shall ensure that adequate insurance policies are in place to cover any loss or damage to the Products.

6.2 在产品所有权正式转给买方之前，买方不得对产品进行处置或抵押。买方不得以不易拆卸的方式将产品安装到其他物件上。此外，买方应保证购买适当的产品损失或损坏保险。

6.3 If Buyer does not comply with its payment obligations, or Sperry Marine considers that Buyer will not be able to comply with its payment obligations, Sperry Marine shall be irrevocably authorised by Buyer to gain access to Buyer's business premises or the premises of a third party holding the Products on behalf of Buyer without prior notice, and to take all the necessary steps to recover the Products. Buyer is obliged to co-operate fully with Sperry Marine for this purpose.

6.3 如果买方不履行其付款义务，或者 Sperry Marine 认为买方没有履行其付款义务的能力，买方应该授予 Sperry Marine 不可撤销的权限，在没有事先通知的情况下，进入买方的营业场所或替买方持有产品的第三方的场所，并采取一切必要措施收回产品。就此，买方有义务与 Sperry Marine 全力合作。

6.4 Buyer is obliged to inform Sperry Marine without delay of the fact that third parties are claiming rights to the Products which are the property of Sperry Marine. Buyer is obliged to inform this third party, official receiver, trustee or attaching creditor of Sperry Marine's title with respect to these Products without delay.

6.4 如果出现第三方声称对 Sperry Marine 的产品拥有所有权的情况，买方有义务立即通知 Sperry Marine 。买方有义务立即通知第三方，正式接收人，受托人或 Sperry Marine 对这些产品的所有权的债权人。

7. ACCEPTANCE OF PRODUCTS

7. 接受产品

7.1 Buyer is obliged to inspect the Products or Service Works carefully after delivery and to inform Sperry Marine of any discoverable defects. Any complaints with respect to the Products shall be notified to Sperry Marine in writing within fourteen (14) days after delivery of the Products or performance of Service Work. If Buyer reasonably demonstrates that it was not possible to discover the defect upon delivery, then the complaint must be raised in writing within fourteen (14) days after the date on which the defect was discovered or could reasonably have been discovered, but in no event (including latent defects) shall Buyer be entitled to reject the Products more than thirty (30) days after delivery.

7.1 买方有义务在交货后或服务工作完成后仔细检查产品/服务工作，并把所发现的缺陷告诉 Sperry Marine 。任何有关产品的投诉应在产品交付或服务工作完成后的十四（14）天内以书面形式通知 Sperry Marine 。如果买方有充分的理由证明在交付时无法发现某缺陷，则必须在发现缺陷或在合理的情况下可以发现缺陷之日起十四（14）天内以书面形式提出投诉。 无论在何种情况下（包括潜在缺陷），买方无权在交货三十（30）天后拒收产品。

7.2 After expiry of the dates mentioned in Subclause 7.1, Buyer is deemed to have accepted the Products and/or Service Work and the Products and/or Service Work can no longer be rejected.

7.2 在 7.1 款中提到的日期到期后，买方被视为已接受产品和/或服务工作，且买方将无权再拒绝产品和/或服务工作。

8. TERMINATION

8. 终止

8.1 If Buyer:

8.1 如果买方:

(a) commits any material breach of any of the terms of this Agreement (which for the avoidance of doubt, shall automatically include a breach of Clause 12 and 13); and / or

(a) 严重违反本协议的任何条款（为免生疑问，应自动包括违反第 12 和 13 条）; 和/或

(b) makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), suffers any act of bankruptcy, any resolution or petition to wind up Buyer is passed, a third party seizes or threatens to seize the Products and/or Service Work before legal ownership has passed to Buyer in accordance with this Agreement, an encumbrancer takes possession or a receiver is appointed of any of the property or assets of Buyer, it ceases, or threatens to cease, to carry on business, or any circumstance arises or event occurs in relation to Buyer or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject which corresponds with or has an effect equivalent or similar to any of those stated in this Subclause 8.1(b); and/ or

(b) 与其债权人（“1986 年破产法”规定的）作出任何自愿安排，或受到管理令约束或被清算（除非为了合并或重组），进入破产程序，被解散或法院已发出要求关闭令，在所有权尚未根据本协议正式转让给买方之前， 第三方扣押或威胁要扣押产品和/或服务工作，买方的财产或资产已经有担保人或接管人，其停止或威胁停止继续开展业务，或与买方或在其开展业务的任何国家或地区的任何重要资产相关的任何情况或事件或其所属法院或其任何资产所在的司法管辖区，相当于或具有与 8.1（b）条所述任何情形相同或相似的效力; 和/或

(c) has its financial position deteriorated to such an extent that in Sperry Marine's sole opinion Buyer's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy;

(c) 其财务状况恶化到如此程度，以至于 Sperry Marine 认为买方无法充分履行本协议规定的义务;

Sperry Marine shall be entitled to suspend the performance of any still current agreements wholly or partly, and in such circumstances all outstanding claims shall become payable on demand. In this event, and without prejudice to any claim or right it might otherwise make or exercise, Sperry Marine is furthermore entitled to terminate any still current agreements wholly or partly without any further notice of default by written notice to Buyer. Buyer shall be liable for all losses, costs and damages suffered by Sperry Marine as a result of such termination.

Sperry Marine 有权完全或部分停止履行现行协议。 在这种情况下，所有未决款项应按要求支付。在这种情况下，在不损害其可能进行的任何索赔或行使的权利的情况下，Sperry Marine 还有权在发出书面通知后，完全或部分终止其他现行协议，而无需另行发出违约通知。对 Sperry Marine 因终止协议而遭受的所有损失，损害和开支，买方须承担责任。

8.2 Sperry Marine may terminate the supply of any Products or the performance of any Service

8.2 Sperry Marine 可在任何时候无理由的情况下，于不少于三十(30）天书面通知买方，

Work under this Agreement, in whole or in part, at any time, without reason, by giving Buyer not less than thirty (30) days' written notice. Sperry Marine will thereupon reimburse Buyer in respect of Products that have been paid for but not yet delivered or Service Work that has been paid for but not yet performed.

完全或部分终止提供本协议下的产品或服务工作。因此，对已付款但尚未交付的产品或尚未履行的服务工作，Sperry Marine 将向买方退款。

8.3 Notwithstanding anything to the contrary in this Agreement, Sperry Marine may at any time in its entire discretion, by service of written notice to the Buyer, with immediate effect terminate this Agreement or any order where in Sperry Marine's reasonable opinion, the Agreement or any order is or becomes in conflict with: (a) Sperry Marine's Standards of Business Conduct (available at Standards of Business Conduct); or (b) any applicable law including without limitation any U.S. and U.K. laws, applicable export laws, rules and regulations in Clause 12 or any trade sanctions and embargoes at any time imposed by the U.S. government or any other relevant government. In this case, the Buyer shall have no right to repayment of costs already incurred or committed by it or for any other compensation of any nature and howsoever arising. Buyer acknowledges and agrees that provisions of U.S. and U.K. laws are deemed applicable regardless of the nexus of those laws to this Agreement or any order hereunder.

8.3 如果 Sperry Marine 合理认为本协议或任何订单与以下冲突，Sperry Marine 可随时自行决定向买方送达书面通知，立即终止本协议或任何订单：（a）Sperry Marine 的商业行为准则（可在 Standards of Business Conduct 下载）;或 (b）任何适用的法律，包括但不限于美国和英国的法律、适用的出口法律、第 12 条中的规则和规则或任何美国政府或任何其他相关政府在任何时候实施的任何贸易制裁和禁运。在这种情况下，买方无权要求偿还其已经发生或承诺的费用，或任何性质和方式产生的任何其他补偿。买方承认并同意美国和英国法律的条款被视为适用，而不考虑这些法律与本协议或以下任何订单的关系。

8.4 Buyer may cancel its order only with the prior written consent of Sperry Marine, which consent shall be entirely at Sperry Marine's discretion. In the event of such agreed cancellation, Buyer shall pay Sperry Marine an amount equal to the total of the following amounts:

8.4 买方可以在得到 Sperry Marine 事先书面许可的情况下取消订单。 是否准许取消完全由 Sperry Marine 自行决定。如果同意取消，买方须向 Sperry Marine 支付相当于以下金额总额的付款：

(a) any outstanding sums due to Sperry Marine for any orders placed by Buyer but not yet delivered, and for any Products delivered or any Service Work performed; and

(a) 任何买方已经下的订单（但还未发货）的欠款，已经交付的产品或已经进行的服务工作的欠款;和

(b) all costs incurred or committed by Sperry Marine in performance of the order and allocable

(b) Sperry Marine 在执行订单及订单配给时所引发或承担的所有费用，包括但不限于从第

thereto including, without limitation, non-cancellable purchases from third party suppliers (including Service Work already performed), overhead and general and administrative expense, exclusive of any cost attributable to completed Service Work under (a); and

三方供应商处购买的无法退货品的产品/取消的服务（包括已经履行的服务工作），间接费用以及一般及行政费用，不包括任何（a）项下已完成的服务工作所产生的费用; 以及

(c) to the extent not already included under (a), a sum for lost profits equal to fifteen percent (15%) of the order price of the cancelled part of the order, or such higher amount of lost profits as Sperry Marine can reasonably demonstrate it has incurred by accepting the cancellation; and

(c) 仅限于（a）项尚未包括的项目，相当于已取消部分订单价格百分之十五（15％）的利润损失，或者 Sperry Marine 可以合理证明因同意取消订单而导致的更高利润损失

(d) to the extent not already covered by (a) and (b), an amount equal to either the order value or costs of settling and paying any claims arising out of the cancelling of Products and/or Service Work under any subcontracts or purchase orders of Sperry Marine, whichever is the higher amount.

(d) 仅限于（a）和（b）尚未涵盖的项目，相当订单价值或因取消产品和/或服务工作转包合同和或 Sperry Marine 的采购订单而产生的索赔或费用，以较高金额为准。

8.5 Upon the expiration or termination of this Agreement for whatever reason, upon written instruction, each party will return to the other party all confidential information (as per Subclause 14.9 herein), other than normal correspondence, letters, orders and the like.

8.5 本协议无论因何故到期或终止后，经书面指示，各方将把所有的保密信息（按照本条款第 14.9 条）归还给对方，正常的通讯，信函，订单等除外。

8.6 The termination or expiry of this Agreement will not prejudice or affect any right of action or remedy which has accrued or will thereafter accrue to either party.

8.6 本协议的终止或到期不会损害或影响任何一方已经产生或随后产生的诉讼权利或补救。

8.7 Notwithstanding the termination or expiry of this Agreement, the provisions of Clauses 10 and 12, and Subclauses 14.6, 14.7 and 14.9 shall survive for a period of five (5) years following the termination or expiry of this Agreement.

8.7 尽管本协议终止或到期，但第 10 条和第 12 条以及第 14.6,14.7 和 14.9 条的规定在本协议终止或到期后的五（5）年内仍然有效。

9. WARRANTY AND SUPPORT

9. 保修和支持

9.1 Sperry Marine warrants that all Products manufactured by Sperry Marine, its subsidiaries or affiliates and sold by Sperry Marine to Buyer at the time of delivery will be free from material defects in material and workmanship under normal use and service when (a) installed in accordance with

9.1 Sperry Marine 保证，在正常使用及(维修或保养)及以下条件下，Sperry Marine、其子公司或附属公司所制造的，并由Sperry Marine所出售给买家的所有产品，在交付时不会出现材料和工艺方面的重大缺陷: (a)按照适用的 Sperry Marine 安装图安装;及 (b)由 Sperry

the applicable Sperry Marine installation drawing; and (b) Supervision of Installation (SOI) or commissioning is performed by an authorised marine service engineer ("MSE") employed either by Sperry Marine or one its authorised service partners. No warranty shall be effective if a defective Product has been repaired or in any way worked on by anyone other than a MSE without Sperry Marine's prior written consent.

Marine 或其授权服务合作伙伴雇用的授权海事服务工程师("MSE")监督下执行安装或试运行("SOI")。未经 Sperry Marine 事先书面同意，除 MSE 外任何人对有缺陷的产品进行过维修或处理，则此产品的保修无效。

9.2 Unless otherwise stated, for all Products sold as new, Sperry Marine's obligation under warranty shall be limited to defects as defined in Subclause 9.1 above of which Sperry Marine is notified within twelve (12) months after the date that a Sperry Marine authorised MSE and Buyer representative sign a completed Commissioning Report (the "Date of Installation") or twenty four (24) months after date of shipment, from Sperry Marine, whichever period shall first expire ("Original Warranty Period").

9.2 除非另有说明，对于销售的所有新产品，Sperry Marine 在保修期内的义务仅限于第 9.1 条规定的缺陷，且是在其授权 MSE 和买方代表在签署完整的调试报告（"安装日期"）之后的十二（12）个月内或发货日期后二十四（24）个月被告知的此类缺陷，以先到期的日期为保修期满（"原保修期"）。

9.3 The warranty for reconditioned Products or Products not sold as new under Sperry Marine's Spares Exchange ("SPEX") shall be for a period of three (3) months after the Date of Installation or six (6) months after date of shipment, from Sperry Marine, whichever period shall first expire.

9.3 对于修复产品或作为 Sperry Marine 备件交换（"SPEX"）出售的非新产品，保修期为安装日期后的三（3） 个月或装运后六（6）个月，以先到期的日期为准。

9.4 The warranty period for Service Work shall be:

9.4 服务工作的保修期为：

(a) where the Service Work is performed as part of the supply of new Products under Subclause 9.2, the warranty period set forth in Subclause 9.2; or

(a) 如果是为 9.2 条款中界定的新产品提供的服务工作，那么保修期按第9.2 条的规定计算; 或者

(b) where the Service Work is performed as part of the supply of reconditioned Products or SPEX under Subclause 9.3 herein, the warranty period set forth in Subclause 9.3; or

(b) 如果服务工作是作为 9.3 中的修复产品或 SPEX 供应的一部分进行的，则保证期限按 9.3 中规定的计算; 或者

(c) in all other cases, one (1) month from the date of performance and completion of the Service Work.

(c) 在所有其他情况下，自履行和完成服务工作之日起一（1）个月。

9.5 In case of Products sold but not manufactured by Sperry Marine, its subsidiaries or affiliates, Sperry Marine's sole obligation shall be six (6)

9.5 如果所出售的产品非 Sperry Marine,其子公司或附属公司所生产，则保修期为产品交

months from delivery of the Products, or surviving manufacturer's standard warranty conferred to Sperry Marine, whichever is longer.

付后六（6）个月，或者制造商授予 Sperry Marine 的标准保修期，以较长者为准。

9.6 All warrantable defects shall be notified to Sperry Marine within fourteen (14) days of its discovery, but in any event within the applicable warranty period. Sperry Marine's warranty obligations shall be limited, at Sperry Marine's discretion, to: (a) replacement or repair of the defective Products; or (b) a sum not exceeding the net invoice value of the defective Products; or (c) in the case of Service Work, re-performance of that Service Work. Any repaired or replaced Products or re-performed Service Work shall benefit from the warranty set out in Subclause 9.2, 9.3 or 9.4, but in no event shall the warranty of such rectified/ repaired Products or re-performed Service Work exceed the Original Warranty Period.

9.6 所有在保修范围内的缺陷应在发现后的十四（14）天内通知 Sperry Marine，但无论如何应在适用的保修期内。由 Sperry Marine 自行决定，其保修义务应仅限于：（a）更换或修理有缺陷的产品； 或（b）不超过有缺陷产品发票净值的金额； 或（c）如果是服务工作，则重新进行服务工作。任何维修或更换的产品或重新进行的服务工作均可享受 9.2,9.3 或 9.4 中规定的保修期，但在任何情况下，经过修改/维修的产品或重新进行的服务工作的保修期均不得超过原保修期。

9.7 It shall sometimes be necessary for an engineer to travel to the service location to effect the warranty repair. Where Sperry Marine sends a MSE to the service location to effect the warranty repair, Buyer shall pay all associated travel and accommodation expenses of the MSE and Buyer shall pay the hourly rate for the MSE's for any travel time in excess of a total of four (4) hours round trip.

9.7 工程师有时需要前往服务地点进行保修。如果 Sperry Marine 派 MSE 到服务地点进行保修维修，则 MSE 所有相关的交通和住宿费由买方承担。 如果往返时间超过四个（ 4）小时，买方应按小时给MSE 付旅行时间费。

9.8 Replacement and repair of a defective part shall be made where the Products are sent to a Sperry Marine establishment or to a service station appointed by Sperry Marine within the warranty period referred to in Clause 9, provided that shipping costs, excluding import customs fees and duties, are prepaid by Buyer and the part is found defective after inspection at the establishment or service station. Defective Products, parts which are replaced under warranty, or parts exchanged under the SPEX scheme shall be returned by Buyer at Buyer's sole cost to Sperry Marine to be received by Sperry Marine at Sperry Marine's warehouse no later than four (4) weeks after the replacement has been installed and the respective commissioning report has been signed. Buyer shall only return

9.8 如满足下述条件，Sperry Marine 将会对有缺陷的产品进行更换和维修：在在第 9 条所述保修期内把产品送到 Sperry Marine 自己的或其指定的服务站，且运输费用（不包括进口关税和手续费）由买方承担；在上述地点经检验后发现部件确实有缺陷。在保修期内更换掉的有缺陷的产品，部件或根据 SPEX 计划更换的部件应由买方自己出资退还给 Sperry Marine ；且应在更换产品/部件安装，调试报告签署四（4）周内有缺陷的产品/部件退回 Sperry Marine 的仓库。只有在 Sperry Marine 书面确认后买方才能退回此类产品和/ 或 SPEX，并在包装上贴上 Sperry Marine 发出的参考编号和/或授权。除非 Sperry Marine 另有规定，否则不得退回消耗品和外围设备，如

such Products and/or SPEX after written acknowledgement from Sperry Marine and shall affix to the packaging such reference numbers and/or authorisation provided. Consumables and peripheral equipment such as cables, wires, mounting equipment and mechanical components shall not be returned unless specified by Sperry Marine. Where the defective Products or parts are not received by Sperry Marine within four (4) weeks, Buyer shall pay Sperry Marine the full list price of the relevant Products or parts and Sperry Marine shall invoice Buyer accordingly. For parts exchanged under the SPEX scheme Buyer shall pay Sperry Marine an amount equivalent to the shortfall between the agreed price and the price that would have been charged had there been no supply of used or defective equipment by Buyer and Sperry Marine shall invoice the Buyer accordingly.

电缆， 电线， 安装设备和机械部件。如果 Sperry Marine 在四（4）周内未收到有缺陷的产品或部件，买方应向 Sperry Marine 支付相关产品或部件的全部定价，Sperry Marine 应开具相应发票。对于根据 SPEX 计划交换的零件，买方应向 Sperry Marine 支付相当于商定价格与如果买方未提供使用过的或有缺陷的设备将会收取的价格之间的差额， Sperry Marine 应开具相应发票。

9.9 No warranty shall be effective with respect to any Product that has been subjected to conditions beyond the limits of its specifications, or which has been physically damaged, or to which is attached any apparatus other than apparatus supplied by Sperry Marine for attachment or specifically approved for attachment by Sperry Marine in writing, nor does it apply to Products found to be defective due to abuse, lightning or other electrical discharge.

9.9 因下列情形导致的缺陷均不在保修范围内：因不按产品规格使用引起的损坏或物理损坏，因产品安装了非 Sperry Marine 提供或经其特别书面批准的设备而引起的损坏；因不当使用，闪电或其他放电而导致的缺陷。

9.10 For the avoidance of doubt, the warranty set out in these terms includes any software installed within the Product which is required for its proper operation. Software warranty covers the remedy of defects in the software only, where this materially affects the operation of the Product and where the defects can be reproduced by Sperry Marine at any time. Sperry Marine does not warrant or represent;

9.10 为免生疑问，这些条款中规定的保修包括产品中安装的任何正确操作所需的软件。软件保修仅适用于对那些会严重影响产品运行的缺陷进行修复，且 Sperry Marine 可以随时复制这些缺陷。Sperry Marine 不保证或声称;

(i) that software will function without interruption or error,

(i) 该软件的运行将不会中断或出错，

(ii) that all software defects can be eliminated,

(ii) 可以消除所有软件缺陷，

(iii) that software, protocols, interfaces or the like that are not of Sperry Marine origin but which are coded, provided or directed by the Buyer to be installed within the Product will function without error and/ or is compatible with the operations of the Product,

(iii) 非 Sperry Marine 原产但由买方编码，提供或按买方指示安装在产品内的软件， 协议，接口等会正常运行和/或与该产品的操作兼容，

(iv) that the software will correspond to Buyer's requirements, and

(iv) 该软件符合买方的要求，且

(v) that the software will function without error in each configuration the Buyer selects, unless such configuration has been confirmed fit for purpose by Sperry Marine.

(v) 软件将在买方选择的每个配置中正常运行，除非 Sperry Marine 确认此类配置符合目的。

Sperry Marine's sole liability shall be to provide a software update for the affected Product per Subclause 9.7. A software update is a defects resolution software revision that provides fixes for features that aren't working as intended and may, at Sperry Marine's discretion, include enhancements and additional functionality. Software updates are warranted to the same extent and duration as the Products of which they form a part of. A software upgrade, on the other hand, offers a significant change or major improvement over the existing version. A software upgrade is a separately chargeable event that does not form part of the existing Products or Service Works. Such software upgrades shall be warranted for a period of twelve (12) months from the Date of Installation. Sperry Marine reserves the right to determine, in its absolute discretion, whether a software revision constitutes a software update or software upgrade. Under no circumstances shall Sperry Marine accept any liability for claims for loss of data.

Sperry Marine 的唯一责任是依据条款 9.7 为受影响产品的软件进行更新。软件更新是一种缺陷解决软件修订版，用来修复没有按预期运行的功能，且如 Sperry Marine 自行决定，可能包括增强功能和其他功能。作为产品的一部分，软件更新的保修期和范围与产品一样。同时，软件升级对现有版本有重大改变或改进。软件升级是单独收费项目，不构成现有产品或服务工作的一部分。此类软件升级的保修期是自安装日期起的十二（12）个月内。Sperry Marine 保留自行决定软件修改是否构成软件更新或软件升级的权利。在任何情况下，Sperry Marine 均不对数据丢失承担任何责任。

9.11 Sperry Marine may, in its sole discretion and without notice, discontinue the sale of any Products at any time. Sperry Marine shall remain liable for the warranty of such Products under Clause 9 for the duration of the Original Warranty Period, but shall not be required to replace the discontinued Products with its successor versions. Sperry Marine may also modify the design and

9.11 Sperry Marine 可自行决定随时停止销售任何产品，恕不另行通知。Sperry Marine 在原保修期内仍应对第9 条规定的此类产品的保修承担责任，但买方不应要求用其后续产品来更换已停产产品。Sperry Marine 也可以修改任何现有产品的设计和规格，但是，根据条款 9.10，没有义务对买方先前购买的产品

specifications of any existing Products, but, subject to Subclause 9.10 herein, shall not be obliged to provide such modifications on Products previously purchased by Buyer. Sperry Marine reserves the right to determine, in its absolute discretion, whether such modifications constitute a Product update or an upgrade.

进行此类修改。Sperry Marine 保留自行决定修改是否构成产品更新或升级的权利。

9.12 The foregoing provisions set forth Sperry Marine's sole liability for breach of warranty in respect of, or for any defect or nonconformity in, any Products or Service Work, and Sperry Marine shall have no obligation or liability in respect of any defect or nonconformity discovered after the lapse of the warranty period as specified above. All other warranties, whether express or implied, in contract, statute or at law, are, to the extent permissible by law, herewith expressly excluded.

9.12 上述条款规定了 Sperry Marine 对任何产品或服务工作中的缺陷或不合格等违反保修的情况应承担的全部责任。 但是，对于上述的保修期满后发现的任何缺陷或不合格情形不承担任何义务或责任。合同，法规或法律规定的所有其他保证，无论明示或暗示，只要在法律允许的范围内，均在此明确排除。

9.13 In the event of an unjustified warranty claim, including but not limited to instances where no fault is found or where the fault is not covered by the warranty set out in Clause 9, Buyer shall compensate Sperry Marine for any cost that it has incurred in responding to the claim.

9.13 如果买方提出不合理的保修诉求，包括但不限于未发现故障或不在第9 条规定的保修范围内的故障，买方应赔偿 Sperry Marine 因处理此事件而产生的任何费用。

10. LIABILITY

10. 责任

10.1 Nothing in this Agreement will exclude or limit the liability of either party to the other: (a) for death or personal injury resulting from the negligence of that party or any of its respective directors, officers, employees, contractors or agents; (b) in respect of fraud or wilful misconduct by that party or any of its respective directors, officers, employees, contractors or agents; (c) for breach of the provisions set out in Clauses 13; or (d) for any other liability that cannot be excluded or limited by applicable law.

10.1 本协议中的任何内容均不排除或限制任何一方对另一方的责任：（a）因该方或其任何相关董事，高级职员，雇员，承包商或代理人的疏忽而导致的死亡或人身伤害; （b）该方或其任何相关董事，高级职员，雇员，承包商或代理人的欺诈或故意不当行为;（c）违反第 13 条下的规定; 或（d）适用法律不能排除或限制的任何其他责任。

10.2 Notwithstanding any provisions to the contrary in this Agreement, and to the maximum extent permitted by law, Sperry Marine will not be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising from breach of

10.2 尽管本协议中有任何相反的规定，并且在法律允许的最大范围内，Sperry Marine 不对因本协议产生或与本协议有关的以下损失或损害承担责任（无论是否因违反合同，疏忽，虚假陈述，侵权，违反法定义务或其他方式）： （a）任何利润损失，资本利用损

contract, negligence, misrepresentation, tort, breach of statutory duty or otherwise): (a) any loss of profits, loss of capital of its use thereof, loss of vessel, loss of cargo, loss of product, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data; or (b) any indirect or consequential loss or damage whatsoever, even if Sperry Marine was aware of the possibility that such loss or damage might be incurred.

失， 船舶损失， 货物损失， 产品损失， 业务，合同，预期节省，商誉或收入，任何浪费的支出，或任何数据的丢失或损坏；或（ b ） 任何间接损失或损害， 即使 Sperry Marine 意识到此类损失或损害发生的可能性。

10.3 Subject to Subclause 10.1, Sperry Marine's cumulative liability under this Agreement will be limited to the prices for the Products and Service Work charged thereunder.

10.3 取决于 10.1 款，Sperry Marine 在本协议下的累积责任仅限于根据协议收取的产品和服务工作的价格。

10.4 Sperry Marine shall not be liable for damages that may occur as a result of inappropriate or inadequate sites, facilities, installations or transport routes provided by Buyer.

10.4 对由于买方提供的场地，设施，安装或运输路线不适当或不充足而可能造成的损害，Sperry Marine 不承担任何责任。

11. INTELLECTUAL PROPERTY RIGHTS AND PATENTS

11. 知识产权和专利

11.1 For the purpose of this Agreement, "Intellectual Property" means (a) patents, inventions, designs, copyright and related rights, database rights, trademarks, trade names (whether registered or unregistered), and rights to apply for registration; (b) proprietary rights in domain names; (c) knowhow and confidential information; (d) applications, extensions and renewals in relation to any of these rights; and (e) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future. Sperry Marine shall grant to the Buyer a royalty-free, perpetual, transferable and non-exclusive license to use the Products and/ or Service Work in accordance with this Agreement, subject to restrictions set forth in Clause 12 hereunder. Such rights are granted on the condition that the Buyer shall not reverse engineer any Products, Service Work or any Intellectual Property embodied therein, or otherwise adapt them for other uses. The validity of the license shall cease at such time

11.1 就本协议而言，“ 知识产权” 是指（a）专利，发明，设计，版权和相关权利，数据库权利， 商标， 商号（ 无论是否已注册），以及申请注册的权利;（b）域名所有权;（c）专业知识和机密信息;（d）与任何这些权利有关的应用，延展和更新;以及（e）在世界上的任何地方具有类似性质或具有同等效力的所有其他权利，包括现有的或/和将来被认可的。取决于下文第 12 条规定的限制，Sperry Marine 将根据本协议授予买方免费，永久，可转让和非独家（按照本协议）使用产品和/或服务工作的许可。授予这些权利的前提是，买方不得对任何产品，服务工作或产品中的任何知识财产进行逆向工程或以其他方式改变其用途的。当买方不再拥有产品和/或不再使用服务工作时，许可证将被终止。

when the Buyer is no longer in possession of the Products and/ or no longer utilizes the Service Works.

11.2 All rights in or to Intellectual Property in the Products or which may arise directly or indirectly as a result of performance of the Service Work by Sperry Marine under this Agreement will be vested in Sperry Marine absolutely.

11.2 根据本协议履行服务工作可能直接或间接产生的所有权利（产品中或附属于知识产权的权利），全部为 Sperry Marine 所有。

11.3 Any of Sperry Marine's special or general purpose tools, techniques, documentation, test materials, prototypes, software, moulds, dies, or other items or materials used in the design, test, manufacture, training, installation, commissioning and other performance of this Agreement will remain in the sole ownership of Sperry Marine at all times and are not included in any offer.

11.3 Sperry Marine 的任何专用或通用工具，技术， 文档， 测试材料， 原型， 软件， 模具，冲模或用于设计，测试，制造，培训，安装，调试和其他方面的物品或材料始终归 Sperry Marine 独家拥有，并不构成任何要约的一部分。

11.4 In the event that Buyer submits a claim alleging violation of third party intellectual property by the Products or any component thereof, and provided that the validity of such claim or allegation has been proved to the satisfaction of Sperry Marine or in a court of final instance that the use of these Products is prohibited, Sperry Marine shall at its sole discretion and at expense: (a) grant Buyer the right to continue to use the Products by procuring applicable licenses, or (b) replace or change the Products in such a way that violation ceases to exist, or where (a) or (b) are not possible, refund to the Buyer the purchase price for the Products upon return of the Products per Subclause 9.8. The aforesaid shall be the sole and exclusive liability of Sperry Marine in relation to any actual or alleged violation of Intellectual Property.

11.4 如果买方正式提出产品或其中组件侵犯第三方知识产权的索赔，如果 Sperry Marine 接受此类索赔或指控成立或法院最终裁定这些产品属于禁用之列，Sperry Marine 应自行决定并自费采取下列行动：（a）购买适当的许可证，授予买方继续使用产品的权利，或（b）换另一种产品或对产品进行修改以免除侵权行为，或者在做不到（a）或（b）的情况下，按 9.8 款在买方退回产品后按购买价格退款。上述责任是 Sperry Marine 对任何实际或涉嫌侵犯知识产权的唯一和排他性责任。

11.5 Sperry Marine accepts no liability in respect of claims for infringement or alleged infringement of third party's Intellectual Property arising from the execution of the Agreement in accordance with Buyer's designs, plans or specifications and Buyer will indemnify Sperry Marine against all losses,

11.5 对于根据买方的设计，规划或规格执行本协议而引起的侵权或涉嫌侵犯第三方知识产权的索赔， Sperry Marine 不承担任何责任，且买方将对 Sperry Marine 遭受的所有损失，损害，产生的费用或因此类索赔引起的其他责任进行赔偿。

damages, expenses or other liability arising from such claims.

11.6 Sperry Marine shall not have any obligations towards Buyer with respect to any violation of Intellectual Property or a claim related to it, which is the result of: (a) change or expansion of the Products according to special designs or specifications provided by or on behalf of Buyer; or (b) the use of the Products in combination with appliances or equipment which have not been made by Sperry Marine; or (c) the use of the Products in a manner for which they have neither been designed nor intended; or (d) violation of any Intellectual Property in which Buyer or its subsidiary or branch office have any direct or indirect interest on account of a licence or otherwise, or (e) non receipt of payment by Sperry Marine, or (f) Buyer is aware of pre-existing Intellectual Property claims, or (g) Buyer failing to notify Sperry Marine of the claim or cooperate with Sperry Marine, or (h) Buyer continuing with infringing activities.

11.6 就以下情形导致的知识产权或与之相关的索赔，Sperry Marine 对买方不承担任何义务：（a）按照买方自己或代表买方提供的特殊设计或规格更改或扩展产品; 或（b）将产品与非 Sperry Marine 生产的器械或设备结合使用; 或（c）不按设计的用途或方式来使用产品; 或（d）违反买方或其附属公司或分支机构在许可证或其他方面有任何直接或间接利益的知识产权，或（e）Sperry Marine 未收到付款，或（f）买方已知道有知识产权纠纷，或（g）买方未告知 Sperry Marine 索赔事宜或与 Sperry Marine 合作，或（h）买方继续进行侵权活动。

12. EXPORT CONTROL AND SANCTIONS COMPLIANCE

12. 出口管制与制裁合规

12.1 Products may contain parts of multiple origin, including the United States of America (“USA”). Buyer shall comply with all applicable export laws, rules and regulations including but not limited to those of the United Kingdom (“UK”), Germany, the European Community and the USA and will not export or re-export the Products in violation of any such laws, rules or regulations. Buyer warrants that all reasonable and appropriate steps will be taken to ensure that any other person or entity purchasing or otherwise acquiring the Products from Buyer will not export or re-export in violation of the aforementioned laws, rules and regulations.

12.1 产品可能包含来自多个原产地的部件，包括美利坚合众国（“美国”）。买方应遵守所有适用的出口法律，法规和规定，包括但不限于英国（“英国”），德国，欧共体和美国的出口法律，法规和规定，不得违法进行出口或再出口。买方保证将采取所有合理和适当的措施，以确保从它手上购买或以其他方式获得产品的个人或实体不会违反上述法律，法规和规定来出口或再出口产品。

12.2 If an export licence is required for the performance of any Sperry Marine’s obligation, including but not limited to supply of Products, Service Work or warranty repairs in accordance

12.2 如果 Sperry Marine 因履行合同义务需要出口许可证，包括但不限于根据第9 条提供的产品，服务工作或保修维修，而该出口许可证未经批准或者已经批准的出口许可证被吊

with Clause 9, and such export licence is not granted or having been granted is revoked, Sperry Marine shall have no further obligations to Buyer under Buyer's order and this Agreement shall automatically terminate. In case of a cancellation due to this reason Buyer shall have no right to repayment of costs already incurred by it or for any other compensation howsoever arising, but Sperry Marine shall be entitled to all payments for Products or Service Work already performed under this Agreement.

销， Sperry Marine 将不再承担订单下的义务，且本协议将自动终止。如果因上述出口许可证因素而取消订单，买方无权要求 Sperry Marine 赔偿已发生的费用或提供其他任何补偿。 对于按本协议已经交付的产品或进行的服务工作， Sperry Marine 有权索取全部付款。

12.3 Buyer agrees that the Products and/or Service Work provided under this Agreement will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that they will not be sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; that the Products will not be re-exported or otherwise sold or transferred to a destination subject to a United Nations, European Union ("EU"), Organization for Security and Co-operation in Europe ("OSCE"), UK or USA embargo where that act would be in breach of the terms of that embargo; and that the Products, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle.

12.3 买方同意，按本协议提供的产品和/或服务工作不得用于化学，生物或核武器的制造或能够提供此类武器的导弹的制造; 如果已知或怀疑他方有意或可能将产品用于此类用途，则不会向其出售或转让产品;产品不会被再出口或以其他方式出售或转移到受联合国，欧盟（"欧盟"），欧洲安全与合作组织（"欧安组织"），英国或美国禁运的目的地，即该行为会违反禁运条款的国家/地区; 并且产品或其复制品不会用于任何核爆炸活动或不安全的核燃料循环。

12.4 Unless otherwise Deviated by Sperry Marine in advance, Buyer also agrees that the Products and/or Service Work provided under this Agreement will not be re-exported or otherwise sold or transferred to a military end-use and/or end-user; or to individuals or entities that are subject to USA, UK, and/or EU trade restrictions, including, but not limited to, the US Department of Commerce's Denied Party List and Entity List, the US Department of Treasury's Specially Designated Nationals list and Sectorial Sanctions Identifications list, and Annex IV to Council Regulation (EU) No 960/2014.

12.4 除非 Sperry Marine 事先另有偏离，买方也同意本协议下提供的产品和/或服务工作不会再出口或以其他方式出售或转让给军事用户和/或最终军事用户; 或受美国，英国和/或欧盟贸易限制的个人或实体，包括但不限于美国商务部的拒绝方名单和实体名单，美国财政部特别指定国民名单和部门制裁标识清单以及理事会条例（EU）No 960/2014 附录 IV 中列出的个人和实体。

12.5 Buyer warrants that it is not owned or controlled by, nor does it own or control, a person or entity that is subject to economic or trade sanctions imposed by the USA Government, which restrict USA companies from engaging in trade or financial transactions with such entity for any reason, including but not limited to being resident or headquartered in or being owned or controlled by a governmental entity of a country subject to such sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine and Venezuela). Buyer agrees that it will notify Sperry Marine if these circumstances change. For purpose of this provision, references to "ownership" are defined to mean any ownership interest, direct or indirect, of 50 percent or more, and references to "control" are defined to mean the right or ability to, directly or indirectly, dictate the decisions, actions, and/or policies of an entity or its management by any means. If at any time during the term of this Agreement, Buyer breaches this article, then, in addition to any other rights Sperry Marine may have under this Agreement, Sperry Marine may immediately terminate this Agreement.

12.5 买方保证其不被受美国政府经济或贸易制裁的个人或实体拥有或控制，也不拥有或控制此类个人或实体，即美国公司不能进行任何形式的贸易或金融交易的实体，包括但不限于常驻或总部设在受制裁国家的实体或这些政府的实体，或被其拥有或控制的实体（目前是古巴，伊朗，北朝鲜，叙利亚，乌克兰克里米亚地区和委内瑞拉）。买方进一步保证，其既不在被禁运国开展业务，总部也不设在禁运国，同时也不被禁运国的政府实体拥有或控制（即美国出口管理条例管制的货物或技术出口或再出口通常被禁制的国家）（目前是朝鲜）。买方同意，如果这些情况发生变化，将通知 Sperry Marine 。出于本规定的目的，对“拥有权”的定义为 50％或更多的直接或间接的所有权利， 对“ 控制”的定义为：直接或间接对实体或其管理决策，行动和/ 或政策产生影响的权力或能力。如果买方在本协议期限内的任何时间违反本条款，除了根据本协议可能拥有的任何其他权利外，Sperry Marine 可立即终止本协议。

12.6 Where an order has been accepted and Sperry Marine subsequently establishes that, in its reasonable opinion, the order is in conflict with any of the Subclauses within this Clause 12, this order will be immediately cancelled by Sperry Marine. In this case, Buyer shall have no right to repayment of costs already incurred by it or for any other compensation howsoever arising.

12.6 如果订单已被接受， 但是， Sperry Marine 随后有合理的理由确定该订单与第 12 条中的任何子条款相冲突,则 Sperry Marine 将立即取消该订单。在此情况下，买方无权要求对已经发生的费用进行补偿或获得其他任何补偿。

13. PROHIBITED ACTIVITIES

13. 被禁止的行动

13.1 Anti-Corruption Compliance: Buyer confirms its understanding of the UK Bribery Act 2010 (the “UKBA”) and the United States Foreign Corrupt Practices Act (the “FCPA”) (15 U.S.C. Section 78dd-1, et. seq.) as amended. Buyer represents, warrants and covenants that it will comply with and not violate any provision of the UKBA or the

13.1 反腐败合规：买方申明，保证且立约: 买方确认其对经修订的”2010 年英国反贿赂法”（“ UKBA ”）和”美国反海外腐败法”（“FCPA”）（15 U.S.C.第 78dd-1 节，等）的理解。买方声明、保证并立约其将遵守且不

FCPA, regardless of applicability of the law as a whole to Buyer.

会违反 UKBA 或 FCPA 的任何规定，无论整个法律是否适用于买方。

13.2 Buyer represents, warrants and covenants that:

13.2 买方声明、保证并立约

13.2.1 It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

13.2.1 它没有，也不会直接或间接地向下述人员支付，承诺，提供或授权支付金钱或任何有价值的物品:

(a) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;

(a) 任何政府的官员，雇员，代理人或代表，包括任何政府部门，机构或职能部门或任何以官方身份行事的人；

(b) a candidate for political office, any political party or any official of a political party; or

(b) 政党组织，政党或政党官员的候选人;或

(c) any other person or entity

(c) 或任何个人或实体。

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Sperry Marine in obtaining or retaining business (including this Agreement), or an improper business advantage. Without limiting the generality of the foregoing, Buyer shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Sperry Marine.

明知或应该知道此类付款或有价值物品（全部或任何部分）将直接或间接地给或承诺给任何可以帮助 Sperry Marine 获得或保留业务（包括这份合同），或不正当业务优势的个人或实体。在不限制前述内容一般性的情况下，买方不得直接或间接地支付，承诺，提供或给予支付任何旨在加快或确保日常政府手续进行的疏通费，例如代表 Sperry Marine 进行的的清关手续。

13.2.2 No gratuities such as, but not limited to, gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this Agreement where the intent was, or is, to unlawfully influence the recipient of the gratuity. Buyer also represents that any gratuities offered or provided shall meet the following conditions:

13.2.2 买方没有因这份协议而接受过(也不会接受）他方馈赠，也没有为了非法影响他方而给过（也不打算给）他方馈赠。 馈赠的范围包括但不限于礼品，旅差费，任何形式的免费商务服务， 招待或娱乐等。买方还声明，所提供或要给的任何馈赠应符合以下条件：

(a) be permitted under the UKBA and FCPA and the laws and regulations of the country in which this Agreement will be performed;

(a) 是 UKBA 和 FCPA 以及本协议执行国家/地区的法律和法规准许的；

(b) be consistent with applicable social and ethical standards and accepted business practices;

(b) 符合适用的社会和道德标准以及公认的商业惯例；

(c) be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and

(c) 馈赠的经济价值很低，而不至于被视为贿赂，收买或任何其他形式的不当诱惑或付款; 以及

(d) be of such nature that its disclosure will not cause embarrassment for Sperry Marine.

(d) 即使披露也不会影响 Sperry Marine 的声誉。

13.2.3 Breach of any of the foregoing provisions of Clauses 13.2.1 and 13.2.2 by Buyer shall be considered an irreparable material breach of this Agreement and shall entitle Sperry Marine to terminate this Agreement immediately without compensation to Buyer.

13.2.3 违反本协议第 13.2.1 和 13.2.2 条的任何规定应被视为买方构成了对本协议不可挽回的重大违反，且 Sperry Marine 有权立即终止本协议而无需给买方任何赔偿

13.3 Denied Parties: Buyer warrants that it is not owned or controlled by, nor does it own or control, a person or entity that is on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the USA Department of the Treasury or any list of known or suspected terrorists, terrorist organizations or other prohibited persons published by any jurisdiction in which Buyer is doing business.

13.3 被拒绝的当事方：买方保证其不被下述名单上的个人或实体拥有或控制，也不控制或拥有此类个人或实体：美国财政部外国资产控制办公室列出的‘特殊国民和被冻结人员名单’，或任何已知或疑似恐怖分子，恐怖组织名单或其他被买方开展业务的司法管辖区公布的违禁人员名单。

13.4 Prohibited Activity: Unless specifically authorised in writing by Sperry Marine, Buyer shall not engage in any of the following activities on behalf of Sperry Marine under this Agreement: acting as an agent of Sperry Marine; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.

13.4 禁止进行的活动：除非 Sperry Marine 书面明确授权，买方不得代表 Sperry Marine 按本协议从事以下任何活动：作为Sperry Marine 的代理商; 进行营销或促销; 游说; 货代; 咨询服务; 进行抵消（工业参与）咨询或经纪服务; 担任经销商或再售商; 或以合资方身份开展活动。

13.5 Prohibited Contact: Unless specifically authorised in writing by Sperry Marine, Buyer shall not contact, either directly or indirectly, public officials or government officials of any country in furtherance of its performance on behalf of Sperry Marine under this Agreement.

13.5 禁止接触：除非 Sperry Marine 书面明确授权，买方不得直接或间接联系任何国家的公职人员或政府官员，以促进其代表 Sperry Marine 履行本协议。

13.6 Notification of Changes: If Buyer provided anti-corruption compliance due diligence information (e.g., related to its ownership and personnel, subsidiaries and third parties, the due diligence questionnaire, and related certifications) to Sperry Marine or through Sperry Marine's Global Trust website, Buyer shall provide Sperry Marine with prompt notification and details of any changes to information contained in such due diligence materials, and agrees to promptly cooperate with Sperry Marine and provide additional information reasonably requested in relation to such changes. In the event of a material change to information contained in the due diligence material supplied to Sperry Marine, Sperry Marine reserves the right to suspend performance under this Agreement by providing written notice to Buyer in order for Sperry Marine to conduct additional anti-corruption due diligence upon such changed circumstances.

13.5 变更通知：

如果买方向 Sperry Marine 或通过其全球信托网站提供反腐败合规尽职调查信息（例如，所有权和人员，子公司和第三方，尽职调查问卷及相关认证等信息），如上述信息发生变更，买方应及时通知，并把变更的详细信息发给 Sperry Marine，且同意迅速与 Sperry Marine 合作， 并提供有关变更的其他信息（ 只要是合理要求）。如果提供给 Sperry Marine 的尽职调查材料中的信息有重大更改，Sperry Marine 保留暂停履行协议义务的权利（在向买方发出书面通知之后），以便按变更的信息进行额外的反腐败尽职调查。

14. GENERAL CONDITIONS

14. 一般条款

14.1 Force Majeure: Sperry Marine will not be liable for any failure to perform its obligations (excluding payment obligations) or delay in performance of the same under this Agreement where such failure or delay is due to any cause beyond Sperry Marine's control (a "Force Majeure Event"). In the event that a Force Majeure Event endures for more than sixty (60) days, the parties will meet and review in good faith, the desirability of and conditions for continuation of this Agreement and any failure to resolve the same will entitle Sperry Marine to terminate Buyer's order (in whole or in part) without further liability to Buyer. The parties expressly agree that Force Majeure Event shall include, but is not limited to; government actions, omissions or delay; fire; strike; war; civil commotion; factory closure due to outbreak of communicable diseases; earthquake; and other Acts of God.

14.1 不可抗力：如果因无法控制的因素（即“ 不可抗力事件“）而导致 Sperry Marine 无法履行或延迟履行本协议规定的义务（不包括付款义务），则 Sperry Marine 不承担责任。如果不可抗力事件持续超过六十（60）天，双方将秉持诚肯的原则会面并讨论本协议是否可以或值得继续进行。 如买方不配合采取此等行动，则 Sperry Marine 有权终止买方订单（全部或部分），且对买方不承担进一步的责任。双方明确同意不可抗力事件包括但不限于：政府行为，疏忽或拖延; 火灾; 罢工; 战争; 骚乱; 由于传染病的爆发导致工厂关闭; 地震; 和其他自然灾害。

14.2 Assignment: This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other except as

14.2 转让：未经另一方事先书面同意，任何一方不得全部或部分转让本协议，除非该协议是合并，整合或重组或自愿出售或全部转

part of a merger, consolidation or re-organisation or voluntary sale or transfer of all or substantially all of the relevant party's assets where the merged, consolidated or re-organised corporation or entity, or the transferee of such sale or transfer, has the authority and power to effectively perform that party's obligations under this Agreement.

让或几乎是相关方所有资产的一部分，且合并，整合或重组的公司或实体或此类出售或转让的受让方被授权且有权履行该方在本协议下的义务。

14.3 Notices: Any notice, consent, permission or other communication required or permitted to be given by either party under this Agreement shall be: (a) in writing; (b) in English; (c) and signed by or on behalf of the sender. Notices must be delivered by at least one of the following delivery methods: (a) hand or recorded delivery post (or any equivalent postal service) to the address specified by one party to the other party; or (b) e-mail. For notice delivered by e-mail, the e-mail addresses will be those set out in the order and/or order acknowledgement, as may be formally updated in writing from time to time. E-mail will be deemed received at the time and date of transmission shown on the saved sent copy.

14.3 通知：通知：任何一方根据本协议要求或被允许发出的任何通知，同意，许可或其他通信应为：（a）书面; （b）英文; （c）由发件人或代表发件人签字。通知必须通过以下至少一种交付方式提供：（a）亲自递送或挂号邮寄（或类似的邮递）到各方指定的地址; 或（b）电子邮件。对于通过电子邮件发送的通知，电邮信箱将是订单和/或订单确认中列出的电邮信箱。电邮信箱可能会更换，但会以书面形式正式通知。电子邮件将被视为在保存的已发送副本上显示的传输时间和日期收到。

14.4 No Waiver: The failure by Sperry Marine to exercise, or its delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver by Sperry Marine of that right, power or remedy. If Sperry Marine waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

14.4 无弃权：Sperry Marine 未能行使或延迟行使本协议或法律赋予的权利，权力或补救措施，并不构成 Sperry Marine 对该权利，权力或补救措施的弃权。如果 Sperry Marine 放弃对本协议某项条款的违反进行追究，则不代表对随后违反该项条款的行为不予追究，也不代表对任何其他条款的违反不予追究。

14.5 Severability: If any provision, or part of a provision, of this Agreement, is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement will not be affected, unless otherwise required by operation of applicable law. The parties will use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to this Agreement which

14.5 可分割性: 如果本协议的任何条款或条款的一部分被有管辖权的法院或当局认定为非法，无效或不可执行，则该条款或部分条款将不再被视为成本协议的一部分。 除非适用法律的操作另有要求，否则本协议其余条款的合法性，有效性或可执行性不会受到影响。双方将尽其所能在合理的时间内就本协议合理合法的变更达成协议，以便尽可能达到与该规定或其中一部分相同的商业效果。

may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

14.6 Dispute Resolution: Should any question, dispute or difference whatsoever arise between the parties in relation to or in connection with this Agreement: (a) Buyer or Sperry Marine may give notice to the other in writing of the existence of such a question, dispute or difference and nominated representatives of both parties will discuss within fourteen (14) days of such notice to attempt to reach a solution; (b) if the parties are unable to resolve any dispute within fourteen (14) days of its referral under (a) above, then the parties will attempt to settle it by mediation in accordance with the China Council for the Promotion of International Trade (CCPIT) Mediation Center; (c) if no mutually acceptable solution is found pursuant to (b) above, then the matter will be finally settled in accordance with the Arbitration Rules of the Shanghai International Economic and Trade Arbitration Commission by three (3) arbitrators, which Rules are deemed to be incorporated by reference into this Subclause. Arbitration will take place in the People's Republic of China and the language to be used in the proceedings shall be English; and (d) the prevailing party in any arbitration or legal proceeding brought by one party against the other party and arising out of or in connection with this Agreement will be entitled to recover its legal expenses, including arbitration costs, court costs and reasonable lawyers and experts fees.

14.6 争议解决：如果双方因协议引起问题，争议或差异：（a）买方或 Sperry Marine 可以将此类问题，争议或者差异用书面通知另一方。 双方指定的代表将在通知后的十四（14）天内讨论，以期解决争议; （b）如果当事人在上述（a）项提交后的十四（14）天内无法解决争议，则双方将根据中国国际贸易促进委员会的规定， 通过调解解决争议（中国贸促会调解中心）；（c）如果通过（b）未能找到双方均可接受的解决方案，则该争议将根据上海国际经济贸易仲裁委员会的仲裁规则由三（3）名仲裁员最终解决。通过本条款引用，该规则被纳入此协议。仲裁将在中华人民共和国进行，诉讼程序使用的语言为英语;（d）因本协议引起或与本协议有关的任何仲裁或法律诉讼中的胜诉方有权要求败诉方支付其法律费用，包括仲裁费，法庭费和合理的律师以及专家费。

14.7 Governing Law: This Agreement (and any part thereof) and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of the People's Republic of China. The UN Convention for International Sale of Goods shall not apply.

14.7 适用法律：本协议（及其任何部分）以及因本协议或其主题或形成（包括非合同争议或索赔）引起或与之相关的任何争议或索赔将受中华人民共和国法律管辖。“联合国国际货物销售公约”不适用。

14.8 Offset: The total value of this Agreement may be applied as offset credit by Sperry Marine as

14.8 抵消：在适当的情况下，Sperry Marine 可能会把本协议的总价值作为抵消额度，以

it sees fit in support of any present or future offset obligations. Sperry Marine will have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties.

履行现有或未来的抵消义务。Sperry Marine 有权将信用转让，出售或以其他方式转给第三方，用于后者的抵消义务。

14.9 Confidentiality: A party (the "Receiving Party") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

14.9 保密协议：接受方（"信息接收方"）将对另一方（"披露方"，其员工，代理人或分包商）提供的所有技术或商业知识，规范，发明，流程或举措等保密性资料严格保密，保密义务还针对接收方可能获得的有关披露方业务或其产品或服务的任何其他机密信息。信息接收方仅可以因履行本协议规定的义务向其员工，代理商或分包商披露此类机密信息，并确保获得此类信息的人士遵守保密义务。

14.10 Data Protection: Sperry Marine shall, at its own cost, comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (collectively "GDPR Regulations") and shall only process, use or disclose Personal Data (as defined within the GDPR Regulations), (a) strictly for the purposes of fulfilling its obligations for which the Personal Data is provided; (b) with Buyer's prior written consent; or (c) when required by law or an order of court, but shall notify Buyer as soon as practicable before complying with such law or order of court. Buyer agrees that Sperry Marine may subcontract the aforesaid Personal Data processing operations. Where Sperry Marine engages another party for such purposes, it shall ensure that such party has entered into a written agreement that imposes the same data protection obligations as set out in this Subclause.

14.10 数据保护：Sperry Marine 应自费遵守 2016 年 4 月 27 日欧洲议会和理事会条例（EU）2016/679（统称"GDPR 条例"），并且只能按 GDPR 条例定义来处理，使用或披露个人数据（a）仅为履行其义务而使用所获得的个人数据，且不得滥用; （b）经买方事先书面同意; 或（c）依法或在法院命令的要求下，但须在遵守该等法律或法院命令前，在切实可行的情况下，尽快通知买方。买方同意 Sperry Marine 可以将上述个人数据处理业务转包出去。如果 Sperry Marine 聘用另一方处理个人数据，则应确保该方签订包含与该协议相同的数据保护义务的书面协议。

14.11 Entire Agreement: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and will apply to this Agreement to the exclusion of any other terms or conditions purported to apply by any other document.

14.11 完整协议：本协议代表双方就本协议标的达成的完整协议，并将适用于本协议，任何其他条款或条件或协议将不再有效。

14.12 Independent Contractors: Nothing in this Agreement will (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent between the parties for any purpose.

14.12 独立承包商：本协议中的任何内容（除非明确规定）均不得被视为买卖双方之间构成合伙或委托人和代理人关系。

14.13 Third Parties: This Agreement is enforceable by the original parties only and any other persons will have no rights whatever either under this Agreement or any other laws or otherwise to enforce any term of this Agreement. The term "original parties" will include Sperry Marine's parent company and any associated subsidiaries and affiliates.

14.13 第三方：只有签署协议的原始方有权执行此协议，其他任何人均无权依据本协议或任何其他法律或以其他方式强制执行本协议的任何条款。“原始方”包括Sperry Marine的母公司以及任何关联子公司和附属公司。

14.14 Amendments: No alterations or amendments to this Agreement will be effective unless contained in a written document signed by the authorised representatives of each of the parties.

14.14 修改：除非以书面形式出现，且有各方授权代表签字，否则对本协议的任何修改或修正均无效。

14.15 Waste Electrical and Electronic Equipment: Where Buyer is based in the EU or UK, Buyer confirms that they assume responsibility for the correct disposal or onward sale of the Products at the end of its service life with Buyer in accordance with the EU WEEE (Waste Electrical and Electronic Equipment) Directive (2012/19/EC) or such regulations or directives of analogous or similar effect in the relevant territory(ies).

14.15 废弃电气和电子设备：如果买方位于欧盟或英国，则买方确认在产品使用寿命结束时，他们会负责根据欧盟指令（2012/19 / EC）WEEE（电子废弃物）或相关地区类似或具有类似效果的法规或指令对产品进行正确处置或转售。

14.16 Compliance with Tax Laws: Buyer shall specifically ensure that it complies with all laws, in any part of the world, in relation to the registration for or payment of any taxes which might be due in connection with the performance of the Service Work or supply of any Products, under this Agreement. Without limiting the foregoing, Buyer shall: (a) not, directly or indirectly, knowingly

14.16 税法遵从：买方应明确保证，如果协议下的服务工作或产品在征税之列，其必须遵守世界各地相关的税法规定。在不限制前述规定的前提下，买方应：（a）不得在知情的情况下以任何方式直接或间接地参与，涉足或采取措施参与他人进行的欺诈性逃税行为; (b) 如出现与服务工作有关的逃税行为或有人试图逃税，买方应立即通知 Sperry Marine

participate, be concerned in or take steps with a view to, the fraudulent evasion of tax by another person; (b) provide prompt notification to Sperry Marine of any tax offence related to the Service Work or any attempt to evade the proper payment of tax in relation the Service Work; and (c) include the substance of this Subclause in all subcontracts or other agreements with its agents, representatives or subcontractors performing any Service Work and be responsible for the observance and performance by such agents, representatives or subcontractors of this Subclause. For purposes of this Subclause, the terms "tax" or "taxes" includes income tax, property tax, payroll tax, sales tax, value added tax, and similar taxes.

（c）将本子条款的实质内容纳入与买方代理人，代表或从事服务工作的分包商的合同或其他协议中，并确保上述人士/单位遵从和履行此款下的义务。就本子条款而言，“税”（一种）和“税”（多种）一词包括所得税，财产税，工资税，销售税，增值税和类似的税。

14.17 Governing Language: This Agreement is written in both English and Chinese. In case of any discrepancy between the two languages, the English language version shall prevail.

14.17 管辖语言：本协议以中英两种文字撰写。如果两种语言之间存在任何差异，则以英语版本为准。