

# General Terms for Sales Contract

Rev 3,  
29<sup>th</sup> June 2021

销售协议通用条款版次 3, 2021 年 6 月 29 日

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General Terms Number: 通用条款编号:

Signature Location: 签署地点:

**BUYER 买方:** (HEREINAFTER CALLED BUYER, 以下称为买方)

**SELLER 卖方:**(HEREINAFTER CALLED SELLER, 以下称为卖方)

With the spirit of equality, voluntariness, fairness and good faith, compliance with the law and not endangering the principles of social and public interests, both parties jointly enter into these general terms. These general terms shall apply to all the sales contracts signed by the above two parties. If there are any conflicts between this general terms and sales contract signed by both parties, this general terms shall govern. The general terms will take effect signed by both parties and remain valid permanently. Each party can require modifying the general terms. The general terms will become invalid after the modified general terms signed by both parties.

本着平等、自愿、公平、诚实信用、遵守法律,不得危害社会公共利益的原则,经买卖双方协商一致,共同订立本通用条款。本通用条款自双方签章之日起生效,适用于通用条款生效之后的所有的买卖双方签订的销售合同。如买卖双方就本通用条款的修改或终止形成新的书面条款并签字盖章后,本条款自动失效。

## Article One Sales Contract Price

### 第一条 销售合同总价

The contract price will include import duties and value-added tax while RMB is adopted as price unit; the contract price shall not include import duties and value-added tax if U.S. dollar is adopted as price unit and BUYER shall be responsible for all custom declaration and the corresponding duties and value-added tax charges. If BUYER authorized SELLER to deal with the custom declaration and other procedures, BUYER shall pay service fees to SELLER, which can be otherwise agreed by both parties.

销售合同总价已包含进口关税和增值税的总价,在卖方送货的交付情况下,还包括了运费。

若为美元结算,则为未包含关税及增值税的总价,买卖双方及销售合同中另行确定各类税费的承担。

The price agreed in this contract is inclusive of tax. In the event that applicable tax rate is adjusted by the government during the performance of this contract, adjusted tax rate and its effective time released by the government shall constitute the standard for adjustment of the tax-inclusive price agreed by both parties, namely adjusted tax rate shall be automatically implemented if the invoice issue date stipulated by both parties falls after the effective date of adjusted tax rate.

本合同约定的价格为含税价格,若在合同履行期间,遇国家的税率调整,则以国家颁布的调整税率以及生效时间作为双方含税价格调整的标准,即,双方约定的开票时间在税率调整生效之日后的,双方自动执行新税率。

## Article Two Transfer of title and transfer of risk

### 第二条 产品的所有权及风险的转移

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Transfer of title shall occur upon delivery to the sales contract delivery address.

货物的所有权自买方支付所有销售合同价款之日起转移至买方。

Transfer of risk shall occur according to the delivery terms ( Incoterms 2010) specified in the sales contract.

货物的风险自交货（包括交付承运人）之时起转移至买方。

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## Article Three Delivery

### 第三条产品的交付

1. Package: The seller provides the standard package on Swagelok Products.

包装：卖方提供世伟洛克产品的标准包装。

2 The seller shall be responsible for delivering the goods to the delivery location agreed in the sales contract and to the consignee or a third-party forwarder designated by the buyer within \_\_\_\_\_ weeks after validation of the contract and receipt of the advance payment by the buyer through telegraphic transfer; If the buyer changes the place of delivery or the consignee, it shall notify the seller in writing before receiving the “Notice of Delivery” in written form provided by the seller, or any liability resulting from non-notification shall be borne by the buyer. At the same time, any additional freight or any other expenses resulting from the change of the delivery location or consignee shall be borne by the buyer; where the buyer demands addition of the batches of delivery of goods after the confirmation in written form of the batches of delivery of goods by both parties, it shall assume expenses such as freight and packaging expenses on the basis of the expenses for split delivery, and installment shall be adopted for all the delivery in batches.

The buyer may choose to take goods by itself at the place where the seller's goods are stored, and assume the freight and other expenses incurred therefore. The customer taking products by itself shall take products in accordance with the “Notice of the Checkpoint Inspection and Release Form” provided by the seller. If customs investigation and punishment is caused by the buyer's failure in operation pursuant to the Notice, the buyer shall be liable for the fine imposed on both parties and all relevant losses including the expenses incurred by rectification, and it shall additionally pay an equivalent sum to the price of the goods investigated to the seller as compensation for its bad record of ever being investigated by the customs.

合同生效后且卖方收到买方电汇支付的预付款后\_\_\_\_周内负责将货物运送至销售合同约定的交付地点并交予买方指定的收货人或第三方货运公司；如买方变更交付地点或收货人的，应当在收到卖方书面发货通知之前，以书面方式通知卖方，否则由此产生的责任由买方承担。同时，如买方变更交付地点及收货人导致卖方多支出的运费及其他费用的，这些费用均由买方予以承担；如买方在双方书面确认分批发货批次后要求另外增加发货次数的，买方应在原拆分发货费用的基础上承担相应增加的运输、包装等费用，所有分批发货分批付款。

买方可选择至卖方货物所在地自提，并承担由此产生的运费及其他费用，自提客户必须按照卖方提供的《卡口验放联告知单》执行，如未按告知单要求操作被海关查处的，买卖双方的罚金以及因整顿所产生的费用等所有相关损失均由买方承担，且买方须另外支付卖方被查处货物的等价金额作为海关查处不良记录的赔偿金。

## Article Four Quality Assurance and Product Acceptance Period

### 第四条产品质量保证以及验收

1. The specifications and technical standard of the products under this contract can be referred to the related Swagelok Product Catalog provided by the seller.

销售合同项下产品的规格、技术标准参照世伟洛克的《产品手册》。

2. The quality, performance, specification are in conformity with the seller's warranty as follows.

质量保证

## 2.1 THE SWAGELOK LIMITED LIFETIME WARRANTY

Swagelok and its authorized sales and service centers hereby warrant to the purchaser of their Products that the non-electrical components shall be free from defects in Swagelok's material and workmanship for the life of the Products. All electrical components installed in or on the Product are warranted to be free from defects in material and workmanship for twelve months from the documented date of purchase. The purchaser's remedies shall be limited to replacement and, in non-ground vehicle applications, installation of any parts that fail through a defect in Swagelok's material or workmanship. Liability for installation is limited to reasonable costs that have been approved in advance and in writing by Swagelok. All customer-specified components carry the applicable manufacturer's warranty. The warranty for any firmware or software Products that contain programmable logic or a microprocessor is governed by a separate Swagelok Embedded System End User License Agreement, MS-13-330 accessible from the [www.swagelok.com](http://www.swagelok.com) website. Warranty coverage hereunder only applies to Products purchased directly from either Swagelok or its authorized sales and service centers and representatives. All other purchases are specifically excluded from any warranty coverage. ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES, AND ALL OTHER LIABILITIES, RELATING TO THE CONDITION OR USE OF THE PRODUCT ARE SPECIFICALLY DISAVOWED, AND IN NO EVENT SHALL SWAGELOK AND ITS AUTHORIZED SALES AND SERVICE CENTERS BE LIABLE TO PURCHASER, OR ANY THIRD PARTY, FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES.

### 2.1 世伟洛克有限终身质量保证

世伟洛克及其授权销售和服务中心特此向其产品买家保证，其产品的非电气部件终身无世伟洛克的材料和工艺瑕疵。保证所有安装于产品内或产品上的电气部件，自有文件记录的购买日起十二个月内无材料和工艺瑕疵。购买者的补偿仅限于因世伟洛克的材料或工艺瑕疵的部件的更换以及非地面车辆应用场合下的安装。安装责任限于世伟洛克事先以书面方式认可的合理成本。客户指定选用的所有部件适用相关制造商的保证。任何含可编程逻辑或微处理器的固件或软件产品的保修均受单独的世伟洛克嵌入系统最终用户许可协议，MS-13-330的管辖，可通过[www.swagelok.com.cn](http://www.swagelok.com.cn)访问该协议。本协议的保证范围仅适用于直接从世伟洛克或其授权销售和服务中心和代表购买的产品。所有其他购买均被特别排除在任何保证范围之外。世伟洛克公司明确拒绝与产品的状况或使用相关的所有其他明示或默示陈述、保证或世伟洛克公司明确拒绝与产品的状况或使用相关的所有其他明示或默示陈述、保证或责任，并且在任何情况下，世伟洛克公司及其授权销售和服务中心均不对买家或任何责任，并且在任何情况下，世伟洛克公司及其授权销售和服务中心均不对买家或任何第三方承担任何直接或间接损害责任或违约赔偿责任。

2.2 If the Seller purchases the third-party products for supporting purposes on behalf of the Buyer, the Seller shall

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only be liable to the Buyer within the scope of the quality guarantee liability assumed by the third party to the Buyer, and the Buyer shall provide evidence of the quality problem of the third-party products and cooperate with the Seller to pursue compensation from the third party.

卖方代为采购用于配套的第三方产品, 卖方仅在第三方向卖方承担的质量保证责任范围内向买方承担责任, 买方须提供第三方产品质量问题的证据并配合卖方向第三方进行追偿.

### 3 .The Exclusions of Quality Warranty:

质量保证的除外情形:

(1) The installation, operation, usage, maintenance and examination and repair of the products are not applied to the technical requirements of the products or the requirements of the Products Manual;

买方未按产品的技术要求或《产品手册》的要求进行安装、操作、使用、保养及检修的;

(2) The damages are made by the buyer or any third party intentionally or carelessly;.

买方人员或第三方保管、使用不当、故意破坏或疏忽导致的损坏;

(3) The normal damages of the products;

产品正常的损耗;

(4) The damage resulting from improper recast;

未经许可的改装而造成的损坏;

(5) The damage resulting from force majeure;

不可抗力导致的损坏;

(6) The damage caused by an occurrence of an out of control.

发生不可控制的情形导致的损坏;

(7) Other conditions irrelevant with the manufacturer and the seller.

其他与制造商及卖方无关的情形。

4 .The buyer shall conduct the check and inspection of the quantity, weight and package of the products upon receipt of the products on the spot and specifies clearly in the relevant proof of delivery. The buyer shall inspect the products in 3 days after receipt, and notify the seller those products which are not consistent with the agreement by both parties or Product Manual in 5 days after receipt. The products will be deemed as consistent with the agreement by both parties if the buyer fails to do so in the above-mentioned examination and acceptance period.

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买方（包括买方指定承运人）在收到卖方产品时，当场对产品的外包装、数量、重量及外观进行验收，并在相应的货运回单上予以明确记载；

买方应当在签收货物后的 3 日内（美元合同买方应当在货物卸毕后 15 日内），及时对产品进行检验，并出具《验收报告》。如认为不符合双方合同约定或《产品手册》中的相关标准，应当在收到产品后的 5 日内（美元合同买方应当在货物卸毕后 20 日内）以书面形式通知卖方。买方逾期未验收，或未在上述验收、验货期内，对产品数量、规格、质量等提出书面异议的，或未经验收直接投入使用的，将视为产品符合验收标准。

美元合同双方在销售合同另行确定报验及索赔条款。

5. Both Parties agree that, the products will be under the examination of the American Swagelok company under the relevant standards specified in the Product Manual if the buyer has any objections on the quality of the products. The process of the raising of such objections and the examination of the products can be referred to the appendix of this contract "Product Return Process ". The examination result is legally binding on both parties but both parties can enter into agreement on the return of the products according to the examination result.

双方同意，如买方对产品质量有异议的，将交由产品的制造商美国世伟洛克公司，按照《产品手册》的有关标准进行检测，异议的提起、产品的检测等流程见本合同附件《产品退检流程》。制造商对产品的检验结果对买卖双方均具有约束力，双方可基于检验结果就是否退换货进行协商。

## Article Five Force Majeure

### 第五条 不可抗力

1. Force majeure refers to the incidents that are out of the control of both parties, or both parties cannot anticipate, avoid or conquer, thus any party of this general term totally or partially unable to carry out the contract. These incidents include but not limited to earthquakes, typhoon, floods, fires, wars, strikes, rebellions, changes of government behaviors and the rule of the law and its application, and any other unpredictable and uncontrollable incidents, including those been recognized as force majeure in international business practice.

“不可抗力”指无法预见、无法避免且无法克服的事件，包括但不限于地震、台风、洪水、火灾、战争、罢工、暴动、政府行为、法律规定或其适用的变化，包括在商务实践中通常被认定为不可抗力事件。

2. Upon the happening of force majeure, both parties shall instantly consult with each other and seek for a proper and right solution, and minimize the impact of the force majeure as much as possible.

发生不可抗力，使得合同的一方部分或者完全不能履行合同，应及时通知另一方，并及时采取措施降低损失。双方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理的努力将不可抗力的影响降至最小。

3. Under all the conditions of force majeure, the seller will not responsible for the delay and failure of delivery or any

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problems of the quality of the Products.

在所有不可抗力情形下，卖方对交货延迟、不能交货、产品损毁、人身伤害等均不承担责任。

## Article Six Breach of Contract

### 第六条违约条款

1. After the signature of the sales contract, if the buyer return all the ordered products (or part of the ordered products) or the seller terminates the sales contract for the buyer's reason, the seller is entitled to take 30% of the returned goods selling value or contract value as the compensation for breach of contract, and the expenses incurred by return of goods shall be assumed by the buyer. Products signaled with \* are specially made for the buyer, and the seller will take full amount of product selling value as the compensation for the returned products; returned goods shall bear original packages, and the seller shall reject return of the goods which have no original packages or suffer severe damage in the original packages.

卖方开始备货后，买方要求更改合同产品的（包括型号及数量），卖方接受的，买方应承担因更改产品所造成卖方的已备货产品、人工、运费以及卖方向第三方采购、对第三方违约赔偿等全部损失；

销售合同签订后至发货前，非因卖方原因买方要求取消合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

买方收货后至使用前，非因卖方原因买方要求退货（包括部分退货），按退货产品价款的 30% 向卖方支付违约金且买方承担因退货产生的费用，如产品为买方定制品（《销售合同》的货物名称前标有“\*”标记的），不能取消合同或要求退货；退货产品应保留原有包装，未保留原包装或原包装损毁严重的，卖方不接受该产品退货。

2. If the buyer delay in the payments, it shall pay the compensation for the delayed payment to the seller, which shall be: the sum of non-paid amount  $\times$  the days postponed / 365  $\times$  10%. The seller has the right to terminate this contract if the buyer delays in payment for 30 days after it is due and owing.

买方延迟支付货款（包括预付款）的，应当向卖方支付违约金，支付标准为按年利率 10% 收取，即逾期天数 / 365  $\times$  逾期货款金额  $\times$  10%。如买方延迟支付货款的，交货期相应顺延；逾期支付货款超过 30 天的，卖方有权解除合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

3. According to the agreed delivery date of the sales contract, if the seller cannot deliver the products on schedule for the buyer's reasons or the buyer fails to take the products according to the agreed delivery date, the seller can require the storage charges as 0.2%/per day on the value of goods not delivered. The seller can cancel this sales contract if the ordered goods cannot be delivered more than 30 days after agreed delivery date due to the buyer's responsibility.

基于销售合同约定的交货日期，由于买方的原因导致卖方无法按期送货的，或是买方未按约定日期提货的，卖方将向买方收取未交货物价值的 0.2%/天的仓储费用。因买方的原因超过约定的交货期 30 天后，卖方可单方面解除合同，买方应支付卖方因备货产生的成本费用及卖方向第三方采购、对第三方违约赔偿等全部损失，买方支付预付款的，卖方直接将预付款冲抵计入违约赔偿；

## Article Seven Intellectual Property Rights and Confidentiality

### 第七条知识产权及保密

1. All intellectual property rights of the products purchased by the buyer and all documents related with the products, include but not limited to drawings, technical standards, product specifications, etc., shall belong to the manufacture, if there is any act of intellectual property infringement, the rights holder will claim for compensation through relevant ways.

对于买方所购买的产品以及产品所涉及的所有文件,包括但不限于图纸、技术标准、产品说明等,制造商均保留所有有关的知识产权,对于一切侵犯知识产权的行为,权利人都将通过有关途径进行索赔。

2. Both parties have the obligation to keep the contents of this general term and all the sales contracts confidential, any party shall not disclose the contents to any third party without consent of the other party.

对本通用条款和适用于本通用条款的所有的销售合同,买卖双方均具有保密义务,未经另一方同意,不得向任何第三人进行披露。

## Article Eight Commitments and Guarantees Made by the Buyer

### 第八条卖方声明及买方承诺

1. The manufacture of the products under this contract is Swagelok Company; therefore the sales of the products shall be in full compliance with the regulations on export sales required by U.S. Department of Commerce. All commodities, technology, or software supplied under this general term are supplied in accordance with the Export Regulations of the United States of America. Export, re-export, sale, re-sale, transfer or diversion of these commodities contrary to U.S. law is strictly prohibited. In Addition, buyer is under an independent obligation to comply with U.S. export laws and the import/export laws of their own countries. The buyer hereby warrants that it has fully understood such regulations before signature and the signing shall be regarded as the acknowledgement of such regulations and shall bear any legal responsibilities for the violation of such regulations.

卖方声明,此通用条款项下中所有销售合同中的产品,技术或者软件都是按照美国的出口法规所提供的,相关法规严禁违背美国法律对此合同中所有产品,技术或者软件进行出口,再出口,销售,再销售,转让或者转移的操作,故此购买合同产品的买方也负有独立遵守美国的出口法规和中国进出口法规的责任。具体规定事项见本合同的附件《出口控制通知》。买方承诺,在签订本合同之前已经对此些规定有了完全地、充分地了解,买方签署本合同的行为是表示对此些规定的接受,同时愿意承担因违反此些规定而产生的法律责任。

2. There are strict regulations on anti-commercial bribery in Swagelok Company; therefore, the buyer commits to



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abide by such relevant provisions together with the seller, which can be referred to the appendix 1 of this contract "Declaration for Integrity" .

世伟洛克公司有着严格的反商业贿赂规定, 买方保证, 将与卖方共同遵守相关规定, 具体内容见本合同的附件《诚信承诺书》。

3. As a global company headquartered in the United States, Swagelok will require its staff, customers, vendors and other parties concerned to strictly abide by applicable anti-corruption laws & regulations , including the Foreign Corrupt Practices Act of the United States, and applicable laws of countries where the aforesaid parties are situated.

世伟洛克作为一家总部位于美国的跨国企业, 将要求其员工、客户、供应商等各方共同严格遵守相关反腐败的法律规定, 该些规定包括美国的《反海外腐败法》, 同时还包括各方所在国的相关法律规定。

Any behavior of corruption, including but not limited to bribery, payment of improper remuneration & entertainment expenses and improper offering, not only severely violates the basic values of Swagelok on integrity and honesty, but will incur costly legal consequences due to violation of the laws abovementioned.

任何腐败行为, 包括但不限于贿赂、支付不当报酬、支付招待费、不当的馈赠等, 除了严重违背世伟洛克正直诚信的基本价值观以外, 还将因触犯上述法律规定而承担非常严重的法律后果。

In the event that you have an issue or concern with regard to corruption, please immediately contact us.

如您有任何关于腐败的问题或疑虑, 请立即联系我们。

## Article Eleven Effectiveness and Notice

### 第九条通用条款及销售合同的生效及送达

1. This general term shall come into force from the signature date by both parties, and this term shall be made in two copies, each party holds one copy.

本通用条款自双方签字盖章之日起生效, 包括所有附件页在内均需加盖骑缝章, 正本壹式贰份, 由买卖双方各执壹份。

2. The address of both parties in this general term will be each party's mailing address for sending or receiving documents related with this general term, the party whose address will be changed shall notify the other party; and if the party fails to do so, all legal liability shall be borne by the party. If the contact address in sales contract is different with the general term, the address in sales contract will prevail.

与本通用条款、销售合同以及与合同相关的一切文件、通知都应以带有回执的挂号信、快递、传真、经对方确认的电子邮件等书面形式发出。双方均应按照本通用条款签字盖章栏的联系人、地址和联系方式送达以及通知对方。如果销售合同中的文件发送地址与通用条款不一致, 以销售合同为准。一方如需变更收件地址的, 应当以书面的形式及时通知另一方, 否则将承担由此引起的法律后果。

3. The general term and the sales contract based on this general term are subject to interpretation in Chinese language. Inconsistent with both Chinese and English, Chinese shall prevail.

本通用条款以及依据本通用条款签订的销售合同的内容以中文为准。

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4. The sales contracts based on this general term shall come into force from the signature date by both parties, and the sales contracts shall be made in two copies, each party holds one copy.

依据本通用条款签订的销售合同自双方签字盖章之日起生效，正本壹式贰份，由买卖双方各执壹份。

## Article Twelve General indemnification

### 第十条 准据法及管辖

The interpretation, effectiveness and compliance of this General term shall be in accordance with the laws of the People's Republic of China. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any dispute, controversy, or claim arising out of or relating to this contract shall be settled by the court located in the domicile of the seller

本通用条款、依据本通用条款签订的销售合同的解释、效力及履行适用中华人民共和国法律，美元合同关于贸易术语的解释参照《联合国国际货物销售合同公约》，准据法仍适用中华人民共和国法律；双方在履行本通用条款、依据本通用条款签订的销售合同时如有争议协商不成的，任何一方均可向卖方所在地法院提起诉讼。

## Article Fourteen Supplemental Agreements

### 第十一条 其他

本通用条款、依据本通用条款签订的《销售合同》以及所提及的任何附带文件构成了双方的完全协议，如修改双方需以书面形式订立补充协议。通用条款与《销售合同》约定有不同的，以销售合同为准。

If there is any issue not included in this general term, both parties can entered into another written supplemental agreements.

## Appendix:

### 合同附件:

1. Product Return Process 产品退检流程
2. Declaration for Integrity 诚信承诺书
3. Mutual Non-Disclosure Agreement

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Appendix 1

附件一

**Product Return Process**

**产品退检流程**

1. Swagelok installation and usage instructions should be obeyed to use Swagelok products. If the customer found problems during the usage, please communicate with Swagelok Sales Engineers.

世伟洛克产品的使用应遵守世伟洛克公司的安装及使用说明。若客户在产品使用过程中发现问题，请先联系世伟洛克销售工程师协助解决。

2. If the customer wanted to return Swagelok products to have an evaluation, please communicate with Swagelok Sales Engineers. Swagelok Sales Engineers will help the customer do product return process. There are several important points which should be confirmed or finished before product return.

若客户需要将世伟洛克产品退回制造商美国世伟洛克公司进行检测，请联系世伟洛克销售工程师，由他们负责协调产品退检流程。申请产品退检必须遵守以下几点：

a. The products were not damaged by person.

产品没有遭受到人为破坏。

b. The customer must provide true, necessary product usage information.

客户必须提供真实、必要的产品使用情况。

c. If the products were ever exposed to non-inert material, an English MSDS or Product Safety Data of this material must be provided.

若产品曾接触过非惰性介质，必须提供该介质英文版的 MSDS 或产品安全数据

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d. The returned products must be decontaminated, an English decontamination instruction must be provided. The customer must assure there is no contamination or residual material in the returned products.

使用过的产品必须经过清洗，提供英文的清洗说明，保证退检产品内外无污物、无残留介质。

3. After receiving the necessary documents and returned products, Swagelok will release the Returned Product Evaluation Report in one or two months. Swagelok Sales Engineers will transmit the report to the customer and solve the problem according to result of the report.

美国世伟洛克公司在接收到必要文件和退检产品后 1 至 2 个月后，出具退检报告，由销售工程师将报告转发给客户，按报告的结果处理问题。

4. If there is no defects in workmanship or material according to Returned Product Evaluation Report, Swagelok will not repair or replace the products.

经世伟洛克工厂检测，无工艺或材料问题的，世伟洛克不予修理或替换。

## Appendix2

附件二

### Declaration for Integrity

#### 诚信承诺书

As the cooperative supplier/customer of Swagelok (Shanghai) Fluid Systems Technologies Co., Ltd. (hereinafter referred to as "Company" ), the undersigned Would like to eliminate illegal actions together with Company, including but not limited to commercial bribery; and the undersigned warrants that:

我公司作为世伟洛克（上海）流体系统科技有限公司(以下简称“世伟洛克”)的合作厂商/客户，愿与世伟洛克一起共

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同消除商业贿赂等违法行为，并做出如下承诺：

1. The undersigned prohibits itself and/or its relevant employees, officers or principals to provide any presents, money or any tangible or intangible interests through any other methods (other than reasonable and customary business souvenir, meal and entertaining proven acceptable under Chinese law. For souvenir, any souvenir that is priced over 200RMB is deemed inappropriate and unacceptable).

我公司严禁本公司及相关人员向世伟洛克员工和/或家属提供任何钱款、礼物或通过其他方式给与有形或无形的利益 [除符合中国相应的法律规定、合理和合乎风俗的商务纪念品（价值200元以下）、聚餐和招待以外]。

2. If the undersigned authorizes itself and/or its relevant employees, officers or principals to engage in any of the aforesaid actions, Company is entitled to terminate the cooperation with the undersigned and cancel the agreement entered into by the parties. At the same time, the undersigned agrees to pay the fine for breach of this Declaration, which shall be all losses, damages, costs, legal fees, penalties and all damages caused to Swagelok or Company from such acts and any other restitution provided by law.

如我公司授意本公司及相关人员向世伟洛克员工/或家属进行上述行为的，一经发现，世伟洛克公司除可解除双方的合同、停止合作外，我公司愿支付违约金，涵盖因商业受贿行为以及因此解约所造成的损失，赔偿，成本，法律费用和所有因此给世伟洛克造成的损失及法律规定的全部责任。

3. If the undersigned and/or its relevant employees, officers or principals treat Company's employees and/or their families secretly, or provide any interests to Company's employees and/or their families, the undersigned shall immediately notify Company; if the undersigned fails to do so, the above Article 2 may be applied.

如我公司及相关人员私自向世伟洛克公司员工或家属请客或提供利益的，我公司发现后将立即通知世伟洛克，否则按第2条方式处理；

4. If Company's employees ask for any tangible or intangible interests from the undersigned and/or its employees, the undersigned will notify Company immediately and coordinate with Company to deal with such employees according to the laws. Company may terminate the cooperation with the undersigned permanently if the undersigned conceals such acts of asking for bribes.

如世伟洛克员工向我公司人员索取任何有形或无形的利益的, 我公司将立即通知世伟洛克, 配合世伟洛克依法处理违法员工, 如隐瞒不报, 世伟洛克可永久停止与我公司的合作。

Report E-mail (举报邮箱) : [JuBao@swagelok.com](mailto:JuBao@swagelok.com)

Report Hotline (举报电话) : (+86)21.6182.6270 或(+86)21.6182.6278

### Appendix 3. Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter "Agreement") is made by and between the two parties.

During the course of dealings between the Parties, it may be necessary for a Party to disclose certain confidential and proprietary data, the disclosure of which to, or use by, third parties could be damaging ("Confidential Information"). Confidential Information includes, but is not limited to, trade secrets, design documents, drawings, prints, know-how specifications, flowcharts, worksheets, data, personal data, reports, software, whether in humanly-readable or machine-readable form, documentation, correspondence, and information concerning its products, designs and manufacturing processes, distribution, finances, sales and purchasing practices, and personnel, in any form, originated by, licensed to, or prepared for a Party. The term "personal data" means any information relating (i) to an identifiable natural person or (ii) directly or indirectly to an identifiable natural person.

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1. In consideration of and as a prerequisite to any Party's disclosure of Confidential Information, each receiving Party agrees to protect the secrecy and unauthorized use of the Confidential Information. Without limiting the foregoing, each Party agrees to treat and to safeguard any Confidential Information received from the disclosing Party whether oral or written with at least the same degree of care as each receiving Party exercises to protect its own confidential information, which shall be at least a reasonable standard of care, unless such information:
    - (a) is or becomes part of the public domain by publication or otherwise through no fault of the receiving Party or its employees and without breach of this Agreement;
    - (b) is, at the time of disclosure, known to the receiving Party or its employees as established by written records of the receiving Party;
    - (c) is or has been lawfully disclosed to the receiving Party by a third Party without an obligation of confidentiality upon the receiving Party;
    - (d) is independently developed by the receiving Party without reference to the Confidential Information; or
    - (e) is required to comply with a court or administrative order provided that the receiving Party gives the disclosing Party timely notice of the contemplated disclosure in order to provide the disclosing Party the opportunity to intervene to preserve confidentiality.
  2. The receiving Party shall not in any way use the Confidential Information disclosed hereunder for any purpose other than its dealings with the disclosing Party.
  3. The receiving Party will not distribute, disclose, or disseminate Confidential Information in any way, to any third party, and will disclose the Confidential Information only to those of its employees, subcontractors, attorneys, accountants, and auditors who are required to receive such information for the purpose set forth above, provided that disclosure of the Confidential Information to employees, subcontractors, attorneys, accountants, and auditors of the receiving Party will be limited in any event to employees, subcontractors, attorneys, accountants, and auditors who have agreed in writing or have a fiduciary obligation to maintain such information in strict confidence at the same level as the Parties are bound to herein and limited to what the employees, subcontractors, attorneys, accountants, and auditors need to know. The receiving Party shall be responsible for any breach of this Agreement by any of its employees, subcontractors, attorneys, accountants or auditors.
  4. All Confidential Information provided to the receiving Party in tangible form under this Agreement shall remain the property of the originating Party, and all such documents, together with any copies or other material shall be returned immediately to the disclosing Party or destroyed upon request provided that, subject to continuing obligations of confidentiality, neither Party shall be obligated to return or destroy any copies of Confidential Information stored in such Party's data backup or recovery system. Except for correspondence strictly between

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the Parties, The Parties will not use the name of the other Party or any other name, trademark, service mark of the other Party or any photo, drawing or other representation of the other Party's product in any document, or communication, including an advertisement, without the written consent of the other Party.

5. Nothing in this Agreement shall be construed to (i) obligate a Party to enter into any agreement or transact business with the other party; or (ii) convey any rights to present or future patents, patent applications, trademarks, copyrights, trade secrets, or other intellectual property rights of either Party. However, the Parties acknowledge that they may desire to explore such rights by way of separate agreement. In addition, neither Party may disclose that it is, or may be, transacting business with the other Party.
6. Each Party represents that it does not have an obligation to any third Party, whether express or implied that would interfere, hamper or otherwise limit its ability to comply with the terms of this Agreement.
7. This Agreement shall become effective upon the date of the last Party to sign this Agreement, and shall continue until terminated by either Party giving 30 days advanced written notice of termination, provided however, that termination of this Agreement shall not relieve the receiving Party of its confidentiality obligations hereunder, which shall continue indefinitely.
8. If a Party should become aware of the fact that any Confidential Information has been used for any unauthorized purposes or revealed to any unauthorized person, that Party shall inform the other Party immediately giving particular details of the information revealed and the date of such revelation.
9. This Agreement shall be governed and construed under the laws of the State of Ohio, U.S.A. without regard to any conflicts of law provisions. The Parties acknowledge and agree that in the event of a breach or threatened breach of the foregoing provisions, damages suffered by the disclosing Party shall not be fully compensable in money damages alone, and accordingly, a disclosing Party shall, in addition to other available or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief. The parties hereby irrevocably and unconditionally waive the right to a jury trial in connection with any claim arising out of or related to this agreement.
10. The Parties shall take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure.
11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and may not be amended, modified, or waived, except pursuant to a writing signed by the duly authorized representatives of the parties.



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In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above. This Agreement is acceptable.

**Seller 卖方:** Swagelok (Shanghai) Fluid System Technologies **Buyer 买方:**

Co., Ltd. 世伟洛克 (上海) 流体系统科技有限公司

<b>Registered Address 注册地址:</b> RM B11, Floor 2, Bldg.1, No.28 Fenju Road, Shanghai Pilot Free Trade Zone, China 中国 (上海) 自由贸易试验区芬菊路 28 号 1 号楼二层 B11 室	<b>Registered Address 注册地址:</b>
<b>Business Address 地址:</b> Room 202, Bldg. 9, No. 690, Bibo Road, Pudong, Shanghai, 上海碧波路 690 号 9 号楼 202	<b>Business Address 地址:</b>
<b>Contact 联系人</b>	<b>Contact 联系人</b>
<b>Tel 电话:</b>	<b>Tel 电话:</b>
<b>Fax 传真:</b>	<b>Fax 传真:</b>
<b>Mail Address 电子邮箱</b>	<b>Mail Address 电子邮箱</b>
<b>Tax registration 税务登记证号码:</b> 9131011560737595XC	<b>Tax registration 税务登记证号码:</b>
<b>Legal representative 法定代表人:</b> 邱昶	<b>Legal representative 法定代表人</b>
<b>Representative Signature 代表人签字:</b>	<b>Representative Signature 代表人签字:</b>
<b>Stamp 公章:</b>	<b>Stamp 公章:</b>
<b>Date 日期:</b> 年    月    日	<b>Date 日期:</b> 年    月    日