



## GENERAL TERMS AND CONDITIONS OF SALE OF CENTRIENT PHARMACEUTICALS CHINA 2020 灿盛制药中国的通用销售条款 2020

Centrient Pharmaceuticals hereby expressly reject the applicability of any general conditions of Customer.

These General Terms and Conditions of Sale contain conditions limiting or excluding liability.

灿盛制药在此明确拒绝适用客户的任何通用条款。本通用销售条款包括了限制或排除的责任。

### 1. GENERAL 一般条款

1.1 These General Terms and Conditions of Sale (“Conditions”) shall govern the offering, sale and delivery of all goods and services related to such goods (such goods and services herein both separately and jointly referred to as: ((the) “Goods”) by or on behalf of each of the respective Centrient Pharmaceuticals entities in the People’s Republic of China (“China”), including but not limited to Centrient Biochem Intermediate (Changchun) Limited Corporation, Centrient Pharmaceuticals China (Zibo) Co., Ltd. and Centrient Trading (Beijing) Co., Ltd. (“Centrient”) to customer (“Customer”) and exclusively apply to all such dealings between Centrient and Customer. For any deviation from these Conditions to be applicable and effective, such deviation and/or other terms and conditions shall explicitly be accepted and confirmed by Centrient in writing.

本通用销售条款 (“条款”) 应适用于任何以灿盛制药在中华人民共和国 (“中国”) 的各企业 (包括但不限于灿盛生化中间体 (长春) 有限公司、灿盛制药 (淄博) 有限公司和灿盛贸易 (北京) 有限公司) (“灿盛”) 的名义向客户 (“客户”) 提供有关货物和与货物有关的服务 (货物和服务在此无论是单独或共同均简称为 “货物”) 的报价、销售和交付, 以及灿盛与客户之间其他所有类似的交易。对这些条款的任何偏离或适用其他条款和条件, 都必须经灿盛明确接受并确认方才生效并适用。

1.2 These Conditions shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Failure of Centrient to object to terms and conditions set by Customer shall in no event be construed as an acceptance of any terms and conditions of Customer. Neither Centrient’s commencement of performance nor Centrient’s delivery shall be deemed or constituted as acceptance of any of Customer’s terms and conditions. If these Conditions differ from any terms and conditions of Customer, these Conditions and any subsequent communication or conduct by or on behalf of Centrient, including, without limitation, a confirmation of an order and the delivery of Goods, shall constitute a counter-offer and not the acceptance of such terms and conditions submitted by Customer. Any communication or conduct of Customer which confirms an agreement for the delivery of Goods by Centrient, as well as acceptance by Customer of any delivery of Goods from Centrient shall constitute an unqualified acceptance by Customer of these Conditions.

本条款应优先适用并取代客户订单上和客户提出的任何和所有条款和条件。若灿盛未对客户提出的条款和条件提出反对的, 其不得解释为灿盛对客户提出的条款和条件的接受。即便灿盛开始履行或进行交付也不得视为或构成灿盛对客户任何条款和条件的接受。若本通用销售条款和客户的任何条款和条件有差异的, 本条款和以灿盛名义随后作出的沟通或行为, 包括但不限于对订单的确认和货物的交付, 均应构成一项反要约而非对客户提出的以上条款和条件的接受。客户的任何沟通或行为, 若构成对灿盛货物交付的同意或对货物交付的接受的确认, 应构成客户对本条款绝对的接受。

1.3 These Conditions may only be amended or waived in writing by duly authorized representatives of Centrient and Customer.

本条款仅可由灿盛和客户的正式授权代表以书面形式修改或放弃。

1.4 By contracting on the basis of these Conditions, Customer agrees to the applicability thereof in respect of future dealings as described in paragraph 1.1, even if this is not expressly stated. Centrient shall be entitled to update and/or amend these Conditions regularly and by and as of the moment of notifying Customer of such update or amendment or by sending Customer the updated or amended Conditions, such revised Conditions shall apply to all such dealings between Centrient and Customer.

鉴于合同应以本条款为基础而签订, 故按照 1.1 条的规定客户同意 (无论其是否已明确声明) 本条款应适用于双方将来的交易。灿盛有权定期对本条款进行更新和/或修改, 同时灿盛应随时将上述更新或变更通知客户或将更新或修改后的本条款寄给客户。该等修改后的条款应适用于灿盛与客户之间的所有交易。

1.5 Centrient and Customer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between Centrient and Customer shall be considered to be a “writing” and/or “in writing”.

灿盛与客户同意, 以电子方式进行的沟通同样也具有效力、可执行性和约束力。灿盛与客户之间任何的电子沟通应被认为是书面的形式。

### 2. QUOTATIONS, ORDERS AND CONFIRMATIONS 报价单、订单和确认

2.1 Quotations, made by Centrient in whatever form, are not binding upon Centrient and merely constitute an invitation to Customer to place an order. All quotations issued by Centrient are revocable and subject to change without notice. Orders are not binding until accepted by Centrient in writing (“Centrient’s Order Confirmation”). Centrient is always entitled to refuse an order without indication of its reasons.

灿盛的报价, 无论其为何种形式, 均对灿盛没有约束力, 其仅仅构成一项对客户作出订单的邀请。灿盛作出的所有报价均是可以撤销和随时予以变更的且无需另行通知。除非得到灿盛的书面确认 (“灿盛订单确认书”), 否则订单不具有约束力。灿盛有权拒绝任一订单并无须说明理由。

2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

若实际购买量在特定期限内低于预估或计划数量的, 则基于预估或计划数量而作出的原价格报价将予以提高。

2.3 Oral statements and agreements made by Centrient’s employees, officers, representatives and/or agents are not binding upon Centrient unless and only to the extent that such oral statements and agreements are confirmed or made in writing by (a) duly authorized representative(s) of Centrient.

灿盛雇员、官员、代表和/或代理人作出的口头声明和同意对灿盛没有约束力, 除非上述口头声明和同意得到灿盛正式授权代表的书面确认。

2.4 Except as provided for in paragraph 7.3, any samples supplied to Customer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose and Customer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

除非第 7.3 条另有规定, 提供给客户的任何样品仅仅出于信息告知的目的, 其不包含任何明示或默示的条件或担保, 包括质量、规格、商业适用性、或其他任何目的的适用性, 并且客户应被视为在订购货物之前已经知晓此类事宜。

2.5 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

每次交付应视为一次独立的交易并且任何一次的交付失败不影响其他交付。

### 3. PRICES 价格

3.1 Prices of Centrient’s Goods and the applicable currency are as set out in Centrient’s Order Confirmation. Unless agreed otherwise, Centrient’s prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the sale of the Goods to Customer shall be for Customer’s account and shall be added to each invoice or separately invoiced by Centrient to Customer. If Centrient grants a discount, this discount only relates to the delivery specifically mentioned in Centrient’s Order Confirmation.

灿盛货物的价格和币种在灿盛订单确认书中予以规定。除非双方另有约定, 灿盛的价格包括标准包装但不包括与货物交付有关的增值税或其他类似的适用于任何司法辖区的税费 (“税收”)。与货物销售有关的向客户征收的税收数额应由客户承担并列入灿盛开给客户的发票中或单独开立发票。若灿盛给予折扣的, 该折扣仅仅与灿盛订单确认书确定的特定交付有关。

3.2 Centrient is entitled to increase the price of the Goods still to be delivered, if the cost price determining factors, have been subject of an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Centrient from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Centrient shall notify Customer of such increase. 若决定成本价格的因素发生增长的, 灿盛有权对尚未交付的货物予以提价。以上因素包括但不限于原料和辅料、能源、灿盛从第三方获得的产品、工资、薪水、社保基金、政府赋税、货运成本和保险费。灿盛应将上述增长事宜通知客户。

### 4. PAYMENT AND CUSTOMER’S CREDIT 付款和客户信用

4.1 Unless expressly stated otherwise in Centrient’s Order Confirmation, payment shall be made on the basis of net cash, to be received on Centrient’s bank account mentioned in the invoice within thirty (30) days following the date of Centrient’s invoice for the Goods by means of transfer into Centrient’s bank account. All payments shall be made without any deduction on account of any Taxes and free of set-off or counterclaim.



除非在灿盛订单确认书中另有规定，付款应当以净现金方式作出并且付至灿盛在发票上标明的银行账户，灿盛有权在货物发票上的记载日期起的 30 天内从银行账户中收到以上付款。任何付款均不得扣除税收并且不得用于任何抵消或反请求。

4.2 With regard to payment of the price for Goods, time is of the essence. Centrient may, without prejudice to any other rights of Centrient, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing rate under applicable law per annum, but not to exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Centrient with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Customer's account.

就货物价格的付款而言，时间是关键性的。灿盛，在不放弃其其他权利的前提下，可以就任何逾期付款征收以 12% 年利率计的利息或适用的达到法定年利率 1.5 倍的利息（以较高者为准），但最高不得超过法律允许的利率。以上的逾期利息应自到期日起按日计算至所有未付款项付清之日。灿盛因追讨逾期付款而产生的所有成本和费用（包括但不限于律师费、专家费用、法院费用和其他诉讼费用）应由客户承担。

4.3 Every payment by Customer shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the eldest outstanding claim regardless of contrary advice from Customer.

即使客户作出不同意的通知，客户的每次付款仍首先应用于支付司法费用、额外的司法费用和客户拖欠的利息，此后才能用于冲销客户最早拖欠的货款。

4.4 Any complaint with respect to the invoice must be notified to Centrient in writing within eight (8) days after the date of invoice. Thereafter Customer shall be deemed to have approved the invoice. Such complaint shall not release the Customer from its timely obligation of payment under paragraph 4.1.

任何与发票有关的异议，客户必须在发票上记载的日期起的 8 天内以书面方式通知灿盛，否则视为客户接受该发票。此类异议不得解除客户在第 4.1 条项下及时付款的义务。

## 5. DELIVERY AND ACCEPTANCE 交付和接受

5.1 Unless expressly stated otherwise in Centrient's Order Confirmation, all deliveries of goods shall be CIP – Carriage and Insurance Paid to (named place of destination), as the term CIP shall have the meaning assigned to same in the latest version of INCOTERMS published by the ICC at Paris, France, at the time of Centrient's Order Confirmation.

除非在灿盛订单确认书中另有明确规定，货物的所有交付为 CIP——运费、保险费付至（指定目的地），CIP 术语应按照灿盛订单确认书签署时巴黎国际商会公布的最新版国际贸易术语解释通则予以确定。

5.2 Unless expressly stated otherwise in Centrient's Order Confirmation, any times or dates for delivery by Centrient are estimates and shall not be of the essence. Centrient is entitled to deliver the Goods as stated in Centrient's Order Confirmation in parts and to invoice separately. In no event shall Centrient be liable for any kind of damage or loss, cost or expense caused or incurred by any delay in delivery. Delay in delivery of any Goods shall not relieve Customer of its obligation to accept delivery thereof. Deviations in quantity of Goods delivered from that stated in Centrient's Order Confirmation shall not give Customer the right not to accept the Goods. Customer shall be obliged to pay the rate specified in Centrient's Order Confirmation for the quantity of Goods delivered.

除非在灿盛订单确认书中另有明确规定，灿盛的任何交付时间和日期均为估计日期且不具关键性。灿盛有权按照灿盛订单确认书中规定的货物分批交付且分别开具发票。灿盛对于任何因交付延迟所造成或招致的任何形式的损坏、损失、成本或费用不承担任何责任。任何货物的延迟交付不应免除客户接受货物或进行索赔的义务。货物交付数量与灿盛订单确认书约定数量的差异不赋予客户拒绝接受货物的权利。客户有义务按照灿盛订单确认书中规定的交付货物数量的比率支付货款。

## 6. CANCELLATION 取消

6.1 Customer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Centrient's Order Confirmation shall entitle Centrient to recover the price of such Goods, in addition to any other damages caused or costs made by such action.

就客户不正当的不接受货物、拒收货物、取消或否定灿盛订单确认书的行为，除了因上述行为给灿盛造成的其他任何损失或成本之外，灿盛还有权要求客户补偿货物的价款。

## 7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS 检验和规格的符合

7.1 On delivery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), Customer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements.

货物于交付时和货物于处理、使用、加工、运输、储存和销售（“使用”）期间，客户应当对货物进行检验以确保交付的货物符合合同的要求。

7.2 Complaints about the Goods shall be made in writing and must reach Centrient not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than six (6) months from the date of delivery of the Goods. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods.

就通过合理检验于交付时能发现的表面的缺陷、瑕疵或短缺而言，上述问题的异议须于交付日起 7 日内以书面通知灿盛；而任何其他的索赔应于其已呈现或应当呈现之日起 7 日内，但至迟不超过货物交付日起的 6 个月，以书面形式向灿盛提出。货物的使用或加工应被视为对货物无条件的接受以及对货物有关的所有索赔的放弃。

7.3 If any complaint about the Goods is received in accordance with paragraph 7.2, determination of whether or not delivered Goods conform to the agreed specifications for the Goods as stated in Centrient's Order Confirmation or, in the absence of agreed specifications, to the most recent specifications held by Centrient at the time of delivery of the Goods (the "Specifications"), shall be done solely by analyzing the samples or records retained by Centrient and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Centrient. Goods that Centrient consents in writing to be returned shall be returned to Centrient at the risk of Customer, to the destination directed by Centrient.

如果灿盛收到根据第 7.2 条提出的有关货物的任何异议，应按照灿盛使用的分析方法对灿盛留存的和在同批次产品中获取的样品或记录进行分析而决定交付的货物是否符合灿盛订单确认书中约定的规格（若没有双方一致同意的规格，则以灿盛在货物交付时最新的规格（“规格”）为准）。灿盛同意或书面要求退回的货物应由客户负责退还至灿盛指定的地点并承担其间的有关风险及支付运费。

7.4 Defects in parts of the Goods stated in Centrient's Order Confirmation do not entitle Customer to reject the entire delivery of the Goods. Complaints, if any, do not affect Customer's obligation to pay as defined in paragraph 4. Upon receipt of a notice of defect, Centrient is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.

按灿盛订单确认书中规定的货物中部分有缺陷的，并不赋予客户拒绝接受全部货物的权利。即使有异议，也不影响客户依据第 4 条规定的付款义务。在收到有关货物缺陷的通知后，灿盛有权暂停所有货物进一步的交付直至异议被发现不成立和/或被驳回或缺陷被全部补救。

## 8. TRANSFER OF RISK AND PROPERTY 风险和所有权的转移

8.1 The risk of the Goods shall pass to Customer on delivery in accordance with CIP Incoterms.

货物的风险应按照国际贸易术语 CIP 于交付时转移至客户。

8.2 Goods for which delivery is suspended pending payment by Customer, as well as Goods of which delivery is wrongfully rejected or not accepted by Customer, shall be held and stored by Centrient at the sole risk and expense of Customer.

因客户中止付款而暂停交付的货物和被客户不正当拒绝或不接受的货物应由灿盛持有和保管，但其风险和费用应由客户单独承担。

8.3 The ownership of the Goods and the title thereto shall not pass to Customer and full legal and beneficial ownership of the Goods shall remain with Centrient unless and until Centrient has received payment in full for the Goods, including all secondary costs such as interest, charges, expenses etcetera.

直至灿盛收到包括所有次要费用如利息和其他费用等在内的货物全部款项，货物的所有权才转移给客户，否则货物的全部法定和利益上的所有权仍由灿盛拥有。

8.4 In the event of termination on the basis of paragraph 17 of these Conditions, Centrient shall, without prejudice to any other rights of Centrient, be entitled to require immediate re-delivery of the Goods for which it may invoke a retention of title.

若发生按照本条款第 17 条规定的终止事宜的，在不放弃其他任何权利的情况下，灿盛有权要求立即取回货物（若有所有权保留的情况）。

8.5 Following delivery of the Goods but before the title to the Goods passes to Customer pursuant to paragraph 8.3, Customer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall:

- (i) keep the Goods separate and in a clearly identifiable manner;
- (ii) notify Centrient immediately of any claims by third parties which may affect the Goods; and
- (iii) adequately insure the Goods.

根据第 8.3 条在货物已交付但货物所有权转移给客户前，客户有权仅在在日常经营中使用货物，并应尽可能：

- (i) 保持货物的可区别性；
- (ii) 若有第三方的可能影响货物的任何请求时，立即通知灿盛；和
- (iii) 给予货物足够的保险。

## 9. LIMITED WARRANTY 保证的限制

9.1 Centrient solely warrants that on the date of delivery of the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of paragraph 7 of these Conditions, Centrient may at its own option within a reasonable time either replace the Goods at no





charge to Customer, or issue a credit for any such Goods in the amount of the original invoice price. Accordingly, Centrient's obligation shall be limited solely to replacement of the Goods or for credit of the Goods.

灿盛仅保证，货物于交付时是符合规格的。若货物不符合上述保证（按照本条款第7条规定予以确认）的，灿盛可在合理时间内选择免费对货物进行调换，或者在原发票金额中予以相应减少。灿盛的义务仅限于对货物的调换或相应减少货物金额。

9.2 However, Centrient's obligation to replace or credit shall be contingent upon receipt by Centrient of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods, in accordance with paragraph 7 of these Conditions. The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any patent or other intellectual property right covering the Goods.

灿盛的调换或减价的义务仅在收到客户及时的关于货物不符合规格的通知，且按照本条款第7条退回货物（如果适用的话）时发生。以上保证是排他性的并且替代任何其他的保证、陈述、条件或条款（无论其为明示的、暗示的、法定的或约定的等），包括但不限于任何商业适用性、任何目的的适用性、或免于任何侵犯有关产品专利及其他知识产权的索赔的保证。

## 10. LIMITATION OF LIABILITY 责任限制

10.1 Under no circumstances shall Centrient be liable to Customer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise. Notwithstanding anything herein contained to the contrary, the liability of Centrient for any and all claims for direct damages arising out of or in connection with the Goods and any Use thereof shall under no circumstances exceed the sum of Customer's payments for the Goods that are the subject of the claim.

灿盛在任何情况下对于客户和其他人就任何特殊的、偶然的、间接的、结果性的或惩罚性的损害或损失、成本或费用不承担责任，包括但不限于丧失商誉的损失、销售或利润的损失、停工、生产失败、其他货物的损害等，无论其源自违反保证、违反合同、错误陈述、疏忽或其他有关事宜。服从于本通用销售条款第9条，无论本条款所述是否包含相反的内容，灿盛就与货物及其使用有关的或产生的任何直接损失而产生的所有和任何索赔的责任不得超过客户支付的系争货物价款。

## 11. FORCE MAJEURE 不可抗力

11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

任何一方对于因不可抗力造成的任何义务履行的任何延迟、限制、扰乱或失败所引起的对方的任何损害、损失、成本或费用不承担任何责任。所谓的不可抗力指，超出该方合理控制的情形，包括但不限于天灾、法律、法令、政令、规章、立法措施、政府行为或其他行政措施、法院的命令或裁决、地震、洪水、火灾、爆炸、战争、恐怖活动、骚乱、怠工、事故、疫情、罢工、停工、萧条、劳工骚乱、劳工或原材料短缺、运输短缺或失败、工厂或主要设备的破坏、紧急修理或维护、公共设施的损害或短缺、供应商或分包商的供应延迟或货物有瑕疵。

11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Centrient's Order Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either party is entitled to cancel the affected part of Centrient's Order Confirmation without any liability to the other party. 发生任何不可抗力事件时，受影响一方应及时书面通知另一方有关事件的起因以及其对灿盛订单确认书规定义务的履行影响的程度。若发生任何延迟的，交付义务相应暂停直至不可抗力的影响消除。若不可抗力事项持续或预计持续超过2个月的期限，则任何一方有权取消灿盛订单确认书中受到影响的部分，但不承担任何责任。

## 12. MODIFICATIONS AND INFORMATION, INDEMNITY 修改、信息和补偿

12.1 Unless the Specifications have been agreed to be firm for a certain period or quantity of Goods, Centrient reserves the right to change or modify the Specifications, construction and/or manufacture of Goods and to substitute materials used in the

production and/or manufacture of Goods from time to time. Customer acknowledges that data in Centrient's catalogues, specification sheets and other descriptive publications distributed or published on Centrient's website, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Centrient in relation to the Specifications, the Goods and the Use thereof shall be furnished for Customer's information only.

除非双方另行同意规格应在一段时间或针对一定数量货物持续确定不变，否则灿盛保留随时更改或修改货物规格、结构或/和制作的权利以及随时替换货物生产和/或制造过程中材料的权利。客户认可灿盛在产品目录、规格表和其他已发布的描述性出版物或灿盛网站上公布的数据是随时可以变动的且无需作出通知。灿盛的任何声明、陈述、推荐、建议、样品或其他有关规格、货物及其使用的信息仅仅是提供给客户作为参考。

12.2 Customer must utilize and solely rely on its own expertise, know-how and judgement in relation to the Goods and Customer's Use thereof and in Customer's application of any information obtained from Centrient at the request of Customer. Consultation provided by Centrient shall not give rise to any additional obligations. Details and information provided with regard to the suitability and Use of the Goods shall not be binding and Centrient does not assume any liability based on such consultations. Customer shall indemnify and hold Centrient harmless from and against any and all damages, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Customer's Use thereof and/or Customer's use or application of any information disclosed or provided by or on behalf of Centrient.

就货物、客户对货物的使用和应客户要求从灿盛获得的任何信息的应用而言，客户必须利用并仅依赖自身的专长、专有知识和判断。灿盛提供的咨询不应引起任何额外义务。灿盛提供的与货物适用性和使用有关的信息和细节不具有约束力并且灿盛不承担基于上述咨询而产生的任何责任。客户应补偿和保证灿盛免受任何和所有损害、损失、成本、费用、请求、要求和责任等，无论其系源自或与货物、客户对货物的使用和/或客户对灿盛提供的任何信息的使用或应用有关。

## 13. COMPLIANCE WITH LAWS 遵守法律

13.1 Centrient makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws"), unless expressly stated in Centrient's Order Confirmation or in the Specifications. Customer acknowledges that the Use of the Goods may be subject to requirements or limitations under Laws. Customer shall be exclusively responsible for (i) ensuring compliance with all Laws associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

除非在灿盛订单确认书或规格中予以明确表示，灿盛不承诺也不声明货物应符合任何法律、法令、政令、法规、法典或标准（“法律”）。客户承认，货物的使用可以符合法律的限制和要求。以下事项仅由客户负责：(i) 保证其货物使用的意图符合所有法律；和(ii) 为上述使用获得所有必要的批准、许可或放行通知。

13.2 Customer warrants to Centrient that (i) any processing and other use of the Goods and (ii) any use, sale and distribution of the Goods and drug products shall comply with regulatory requirements and all applicable laws and governmental decrees, rules, regulations and orders, including but not limited to competition and antitrust laws, laws relating to anti-bribery and corruption and data protection laws. Next to that Customer warrants that it shall comply with all obligations and restrictions arising from applicable laws, regulations, or other binding measures of the European Union, any EU member state, the United States of America or any other jurisdiction applicable to the transactions mentioned in paragraph 1.1 which relate to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

客户向灿盛保证 (i) 货物的任何加工和其他用途，以及 (ii) 货物和药品的任何使用、销售和分销应符合监管要求和所有适用的法律和政府法令、规则、法规和命令，包括但不限于竞争法和反垄断法，有关反贿赂和腐败的法律以及数据保护法。除此之外，客户保证其应遵守欧盟、任何欧盟成员国、美国或适用于第1.1条所述交易的任何其他司法管辖区的适用法律、法规或其他约束性措施所产生的所有义务和限制制裁、出口管制、不扩散、反恐或类似限制。

## 14. INTELLECTUAL PROPERTY RIGHTS 知识产权

14.1 Centrient has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and delivery of the Goods and cannot be held liable for any loss or damages in that respect.

灿盛未核实是否存在因销售和交付货物而可能受到侵犯的第三方知识产权，对于因此造成的任何损失或损害不承担责任。

14.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property rights relating to the compositions and/or applications of the Goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation, Use of the Goods, whether singly or in combination with other materials or in any processing operation.

货物的出售不表示灿盛对货物或其成分的构成和/或应用有关的商标及专利等知识产权授予许可，并且客户承担任何由于货物进口、货物使用（无论其单独或与其他材料的结合或在工艺操作中）而侵犯知识产权的所有风险。

## 15. INDEPENDENT CONTRACTORS 独立合同方



15.1 Centrient and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party. 灿盛和客户均系独立合同方，在此建立的关系不视为委托人或代理人的关系。任何一方向第三方的销售或对其承担的义务对另一方没有任何约束力。

#### 16. ASSIGNMENT 转让

16.1 Centrient is entitled to assign the rights or obligations under Centrient's Order Confirmation in whole or in part without the prior written consent of the Customer. Customer shall not assign the rights or obligations under Centrient's Order Confirmation or any part thereof to any party without Centrient's written consent. If Centrient consents to any assignment, such consent shall not relieve Customer of or from any of the obligations or duties under Centrient's Order Confirmation. 未经客户事先书面同意，灿盛有权全部或部分转让灿盛订单确认书中的任何权利或义务。未经灿盛书面同意，客户不得将灿盛订单确认书或其任何部分的权利或义务转让给任何其他方。如果灿盛同意任何转让，该同意不得免除客户在灿盛订单确认书项下的任何义务或责任。

#### 17. SUSPENSION AND TERMINATION 中止和终止

17.1 If (a) Customer is in default of performance of its obligations towards Centrient, or (b) if Centrient has reasonable doubts with respect to Customer's performance of its obligations to Centrient and Customer fails to provide to Centrient adequate assurance of Customer's performance before the date of scheduled delivery and in any case within thirty (30) days of Centrient's demand for such assurance; or (c) if Customer becomes insolvent or unable to pay its debts as they mature, or (d) goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or (e) any bankruptcy proceeding shall be instituted by or against Customer or (f) if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or (g) if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Centrient, Centrient may by notice in writing forthwith:

(i) demand re-delivery and take repossession of any delivered Goods which have not been paid for, for which purpose Customer hereby grants an irrevocable right and license to Centrient to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Customer; and/or

(ii) suspend its performance or terminate Centrient's Order Confirmation for outstanding delivery of Goods unless Customer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to Centrient; without any intervention of courts being required and without liability for Centrient of whatsoever kind arising out of or in connection with such suspension or termination.

若 (a) 客户未履行其义务；(b) 灿盛就客户履行义务存在合理怀疑并且客户在计划交付日之前或在任何情况灿盛要求提供担保的 30 日内未向灿盛提供足够担保；或 (c) 客户偿付能力不足、无力支付到期债务；或 (d) 进入清算（除了出于重组或合并的目的）；或 (e) 任何由客户提起的或针对客户提起的破产程序；或 (f) 受托人或接收人或管理人被指派对客户的全部或实质性财产进行接管；或 (g) 客户就其他债权人利益达成安排或作任何转让，则在不放弃灿盛任何其他权利的情况下，灿盛可书面通知：

(i) 要求归还或取回尚未付款的货物，为达到以上目的，客户在此不可撤销的给予灿盛进入货物放置或可能放置的所有和任何场所的权利和许可，同时保证所有有关收回货物的成本皆由客户承担；和/或

(ii) 中止或终止灿盛订单确认书中货物交付的履行除非客户事先付清有关货款或提供保证支付货款的足够担保；

在无需法院介入的情况下，灿盛对于关于中止或终止的事宜不承担任何责任。

17.2 In any such event of (i) and/or (ii), all outstanding claims of Centrient shall become due and payable instantly.

发生如 (i) 和/或 (ii) 的事项，所有灿盛未到期请求应视为立即到期。

#### 18. WAIVER 放弃

18.1 Failure by Centrient to enforce at any time any provision of these Conditions shall not be construed as a waiver of Centrient's right to act or to enforce any such term or condition and Centrient's rights shall not be affected by any delay, failure or omission

to enforce any such provision. No waiver by Centrient of any breach of Customer's obligations shall constitute a waiver of any other prior or subsequent breach.

灿盛于任何时候不执行本条款的任何条款不解释为灿盛放弃其执行上述条款的权利，灿盛的权利不受任何在执行上述条款的延迟、疏忽或不作为的影响。灿盛对客户的任何违约行为放弃追究不视为对其先前或随后违约行为的放弃追究。

#### 19. SEVERABILITY AND CONVERSION 可分割性和转换

19.1 In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

若本条款中任一条款被认定无效或不可执行，其应与其他条款分离且不影响双方其他条款的效力和可执行性。被认定为无效或不可执行的条款应在满足原条款的法律和经济意图的情况下，在法律允许的最大范围内予以改进。

#### 20. LIMITATION OF ACTION 诉讼时效

20.1 Subject to paragraph 7.2, no action by Customer shall be brought unless Customer first provides written notice to Centrient of any claim alleged to exist against Centrient within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice. 在遵守第 7.2 条的规定的前提下，除非客户在得知存在任何指向灿盛的任何索赔时应首先在 30 日内书面通知灿盛，否则客户不得提起诉讼。客户可在上述通知日起的 12 月内提起诉讼。

#### 21. GOVERNING LAW AND JURISDICTION 适用法律和管辖权

21.1 The parties' rights and obligations arising out of or in connection with Centrient's Order Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of China, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

由灿盛订单确认书和/或本条款产生的任何权利和义务应受中国法律的管辖并依其解释和执行，但其冲突法规则除外。联合国国际货物销售合同公约（CISG）不得适用。

21.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of the place where Centrient was established.

双方同意，任何一方应将任何诉讼程序提交给灿盛所在地有管辖权的法院排他管辖。

#### 22. SURVIVAL OF RIGHTS 权利的存续

22.1 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.

双方的权利和义务对双方和其相应的承继者、允许的受让方、母公司、子公司、关联方、董事、职员、雇员、代理人 and 法定代表人皆具有约束力。双方一个或多个权利和义务的终止（无论原因）不应影响本条款的其他条款的效力。

#### 23. HEADINGS 标题

23.1 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation. 本条款中的标题仅为参考之用且对条款的解释没有影响。

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

本条款的英文版本为唯一标准版本，如若本销售条款的不同语言文本之间存在矛盾，应以英文版本为准。