

General Terms and Conditions for Sales (GTC) of Greiner Bio-One Shanghai (GBO SH) 格瑞纳生物科技（上海）有限公司（GBO SH）通用销售条款和细则（GTC）

Valid with effect from November 01, 2023
2023年11月1日起生效

1. General

通用条款

- 1.1 With regard to all business relations of GBO SH pertaining to the supply of goods or services (both hereinafter referred to as "Deliverables") by GBO SH, the present GTC shall exclusively apply. Any differing terms shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Client shall only be valid when acknowledged in writing by GBO SH. These GTC explicitly apply for any purchase orders placed by the Client based on these GTC ("Purchase Orders"), contracts with the Client, and all transactions between the Client and GBO SH entered into in the future, even if these GTC are not referred to separately on a case-by-case basis.
本GTC排他性地适用于与GBO SH提供货物或服务（以下均称为“交付物”）有关的GBO SH的所有业务关系。任何不同条款，即使没有明确反驳，亦属无效。客户意图背离本GTC的，仅在GBO SH书面认可的情况下方为有效。本GTC明确适用于客户基于本GTC下达的任何采购订单（“采购订单”）、与客户签订的合同，以及客户与GBO SH未来达成的所有交易，即使本GTC并未根据个案情况分别援引。
- 1.2 All general sale offers (including price lists) by GBO SH are deemed an invitation to the Client to place a Purchase Order and shall be subject to confirmation by GBO SH in order to be binding and shall not obligate GBO SH to make delivery. Client's Purchase Orders and any contracts with Client subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO SH.
GBO SH发出的所有一般销售要约（包括价格表）应视为向客户发出下达采购订单的邀请，应经GBO SH确认方具约束力，而不构成GBO SH交付的义务。受本GTC约束的客户的采购订单以及任何客户合同，应在GBO SH书面确认或交付交付物之日起生效。
- 1.3 Any agreements shall only become binding upon GBO SH once they have been concluded in writing. E-mails shall also be deemed to fulfil the written-form requirement.
任何协议仅在以书面形式订立后方才对GBO SH具有约束力。电子邮件亦被视为满足书面形式要求。
- 1.4 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO SH, even if the Client has made a cost contribution thereto and the proposals and designs regarding the Deliverables to be manufactured originate from the Client.
机器、设备、工具以及制造资源是GBO SH的财产，即使客户已经为此支付了费用，并且与待制造的交付物有关的建议和设计来自于客户。
- 1.5 Instructions in brochures, instructions for use, user manuals, and other product information provided by GBO SH ("Instructions") must be strictly followed. The instructions for use define a field of application for the Deliverables ("Intended Use"). Without prior written consent of GBO SH, the Deliverables must not be used and/or handled outside the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances. GBO SH hereby expressly warns against the use and/or the handling of the Deliverables and/or combination with other products and/or substances without prior written consent of GBO SH. The Client is obliged to strictly adhere to the content of the documents made available to it and may not amend them. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO SH shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, instruction manuals, or any other documents prepared by the Client, which are in any manner provided or made available to the customer or user. The same shall also apply if GBO SH shall have authorized or given its consent to such documents, because such authorization or consent shall be limited merely to the layout and compliance with corporate identity and shall not pertain to content. If a translated Instructions for Use (IFU) is required for Product registration, the translation of the IFU shall be provided by GBO SH.
GBO SH提供的手册中的说明、使用说明、用户手册以及其他产品信息（“说明”）必须被严格遵守。使用说明确定了交付物的应用领域（“预期用途”）。未经GBO SH事先书面同意，不得在预期用途和其他说明之外使用和/或处理交付物。此外，交付物不得与其他产品和/或物质混合。GBO SH在此明确警告，未经GBO SH事先书面同意，不得使用或处理交付物，和/或将交付物与其他产品和/或物质混合。客户有义务严格遵守所提供文件的内容，并且不得对其进行修改。在约定的合同执行区域内，交付物仅可在该等执行区域内使用。客户应相应地通知所有其他买方（客户）或使用者前述事项。对于以任何方式向客户或使用者提供的、由客户编制的技术文件、产品说明、销售手册、指导手册或任何其他文件中包含的任何不正确和/或不充分的信息，GBO SH概不负责，亦不承担任何责任。即便GBO SH已授权或同意该等文件，GBO SH对该等文件亦不承担任何责任，该等授权或同意应仅限于版面设计及符合公司形象，而不涉及内容。如果产品注册需要使用说明书翻译版（IFU），则IFU应由GBO SH提供。
- 1.6 The Client unilaterally and irrevocably agrees to future amendments of these GTC.
客户单方面且不可撤销地同意将来对本GTC的修订。

2. Terms of delivery

交货条款

- 2.1 Generally, the Incoterms FCA Kremsmünster (Incoterms 2020) shall apply to deliveries. In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.
一般而言，《2020国际贸易术语解释通则》（Incoterms 2020）货交承运人（于克雷姆斯明斯特）/FCA Kremsmünster应适用于交付。如果交易涉及两个以上的当事方，则应就适用的Incoterm条款订立书面协议。
- 2.2 During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO SH in connection with transport costs (especially the amount of transport costs) are not binding. The Client shall be responsible for the costs of customs clearance for imports as well as any formalities and the costs thereof (such as product registration, operating licenses) and/or related costs. GBO SH shall be responsible for the costs of export customs clearance.
在不可抗力事件期间（例如COVID 19大爆发），与运输费用（特别是运输费用金额）相关的GBO SH报表不具有约束力。客户应承担进口货物的清关费用，以及任何其他手续（如产品注册、经营许可证等）及其费用和/或相关费用。出口清关费用由GBO SH负责。

- 2.3 GBO SH may deliver, for reasons of packaging, up to 2% (two per cent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be charged.
由于包装原因，GBO SH最多或最少可以交付比订购数量多或少2%（百分之二）的货物。在这种情况下，不视为GBO SH违约且应按实际交付的数量计费。
- 2.4 In case GBO SH does not deliver in time, the Client must set a reasonable cure period for the delivery in writing. In case GBO SH has defaulted on the extended cure period, the Client may cancel the contract subject to these GTC. During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO SH about delivery dates as well as dates in general, forecasts and lead times are not binding. GBO SH is only liable for default based on gross negligence or willful misconduct. If the Client refuses acceptance on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier appears from the contractual partner at the agreed delivery time, it shall nevertheless make full payment of the purchase price. In such instances, GBO SH stores the Deliverables at the risk and expense of the Client; at Client's request, GBO SH shall insure the Deliverables at Client's expense. Upon Client's failure to accept the Deliverables within 14 (fourteen) days of GBO SH's offering, GBO SH is entitled to rescind the contract or claim damages for non-fulfilment.
如果GBO SH未及时交付，客户必须以书面形式为交付设定合理的补救期。如果GBO SH在延长的补救期内仍未交付，客户可以根据本GTC解除合同。在不可抗力事件（例如COVID 19大爆发）持续期间，GBO SH有关交货日期以及常规日期、预测和备货周期的声明不具有约束力。GBO SH只对基于重大过失或故意不当行为的违约承担责任。如果客户在到期日拒绝接收，尤其是如果Incoterm中的FCA条款适用于所述交货，且在约定的交货时间合同合作伙伴指派的承运人未出现的，客户仍应全额支付货款。在这种情况下，GBO SH存储交付物的风险和费用由客户承担；应客户要求，GBO SH将对交付物进行投保，费用由客户承担。如果客户未能在GBO SH交付之日起的十四（14）日内接收交付物，GBO SH有权解除合同或者就未履行要求损害赔偿。
- 2.5 In the event that GBO SH shall for a temporary period or over the long term find it impossible to fulfil its duty of performance for reasons outside the control of GBO SH, in particular due to strikes, lock-out or industrial disputes, epidemics, pandemics, natural catastrophes, interruption of production in GBO SH's factories or at the facilities of GBO SH's suppliers or subcontractors, or in case of default of GBO SH's suppliers or subcontractors, governmental import or export restrictions, or other sovereign measures not attributable to GBO SH (force majeure) and beyond the control of GBO SH, the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO SH resulting from the COVID 19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, both parties shall be entitled to cancel the contract subject to these GTC. In this event, the Client shall not be entitled to claim damages and GBO SH is discharged from its duty to perform.
如果由于GBO SH无法控制的原因，特别是由于罢工、停工或劳资纠纷、时疫、流行病、自然灾害、GBO SH的工厂或GBO SH的供应商或分包商的设施生产中断，或GBO SH的供应商或分包商违约、政府进出口限制，或其他不可归责于GBO SH且超出GBO SH控制范围的其他主权措施（不可抗力），GBO SH在短期内或长期内无法履行其履行义务，则交货期限应在该等中断期间自动延长。COVID 19爆发导致的GBO SH迟延履行应视为不可抗力。如果该等中断持续超过十四（14）日，双方均有权根据本GTC解除合同。在此情况下，客户无权要求损害赔偿，GBO SH将被免除履行义务。
- 2.6 GBO SH shall be entitled to make partial deliveries and render partial services as far as GBO SH may reasonably expect acceptance by the Client.
在GBO SH合理预期客户接受的范围内，GBO SH有权部分交付并提供部分服务。
- 2.7 In case of imminent consequences under civil or criminal law due to the delivery of the Deliverables, GBO SH is entitled at any time to suspend deliveries or cancel them completely. In such cases, the Client shall not be entitled to claim damages.
如果交付交付物将导致民事或刑事法律项下的即刻后果，GBO SH有权随时中止交付或完全取消交付。在该等情况下，客户无权要求损害赔偿。
- 2.8 GBO SH is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Client.
GBO SH不因向客户一次性或连续地交付交付物而承担任何未来的交付义务。

3. Transfer of risk

风险转移

The risk of loss passes to the Client according to the Incoterms individually agreed upon. The loss or damage to the Deliverables after the risk has passed to the Client shall not release the Client from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which the Client is responsible, the risk of loss shall pass to the Client from the date of readiness for dispatch. Risk of loss shall also pass to the Client if the Deliverables are made available to the Client and the Client unjustifiably refuses acceptance. Any storage expenses incurred after the risk of loss has passed shall be payable by the Client.
根据各自商定的Incoterm，损失风险由客户承担。在风险转移给客户之后，交付物发生的损失或损害不应免除客户支付购买价款的义务。如果由于客户责任的原因导致延迟发货或装运，损失风险应从备妥发货之日起转移给客户。如果交付物已提供给客户而客户无正当理由拒绝验收，损失风险亦应转移给客户。损失风险转移后产生的任何保管费用应由客户支付。

4. Retention of title

所有权保留

- 4.1 GBO SH shall retain title to the Deliverables until full payment of invoice amounts (retention of title).
在发票金额全额支付之前，GBO SH保留对交付物的所有权（所有权保留）。
- 4.2 Until transfer of title, the Client shall hold the Deliverables in safekeeping on behalf of GBO SH. It shall store the Deliverables in a due and proper manner at its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO SH shall be entitled without setting a further extension of time to withdraw from any contract subject to these GTC and to claim return of the Deliverables as well as, if the

Client fails to comply, to attend at the Client's places of storage or those of third parties in order to repossess the Deliverables.

在所有权转移之前，客户应代表GBO SH妥善保管交付物。客户应以正当且适当的方式自费保管交付物，保护并确保交付物不受任何损坏和减损。如发生付款违约，GBO SH有权在不设定进一步延长期限的情况下退出受本GTC约束的任何合同，要求返还交付物，并且在客户未遵守本条的情况下，GBO SH有权前往客户或第三方的储存地，以便取回交付物。

4.3 The Client shall not be entitled to use or lend the Deliverables as collateral.

客户无权将交付物作为抵押品使用或出借。

4.4 If the Deliverables to which title is held by GBO SH is mixed, combined or integrated with other items, the Client shall assign its rights of ownership or co-ownership in the new item to GBO SH and shall hold the item in safekeeping on behalf of GBO SH with due commercial care.

如果所有权归GBO SH所有的交付物与其他物品混合、组合或整合，客户应将其对该新物品的所有权或共同所有权转让给GBO SH，并应以商业上应有的谨慎态度代表GBO SH妥善保管该物品。

4.5 The Client may sell the Deliverables to which title is held by GBO SH only in the context of regular business transactions, and provided it is not in payment arrears. The Client hereby assigns to GBO SH its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid.

客户仅可以在常规商业交易中出售所有权归GBO SH的交付物，且前提是其未拖欠款项。客户特此将因转售产生的对客户主张购买价款的权利转让给GBO SH，并应在其账目或发票上签署必要的有效性背书，同时采取所有必要措施确保该等转让具有法律效力。

4.6 Furthermore, in the event of assignment, GBO SH shall be entitled to notify the Client's end customer at any time. Consent to resale, processing or combining shall automatically lapse as soon as any insolvency proceedings are instituted in respect of the Client. GBO SH undertakes to release any collateral or any part thereof at the request of the Client if the realizable value of the collateral exceeds the value of the claims to which GBO SH is entitled. GBO SH shall select the collateral to be released.

此外，如果进行转让，GBO SH有权在任何时间通知客户的最终客户。GBO SH对转售、处理或合并的同意应在客户启动任何破产程序后立即自动失效。如果抵押品的可变现价值超出GBO SH有权获得的债权价值，GBO SH承诺应客户的要求解除任何抵押品或其任何部分。GBO SH应选择待解除的抵押品。

5. Prices, payment terms and invoicing

价格，付款条件和发票

5.1 Unless otherwise agreed, CNY prices on order confirmation are gross prices inclusive of any statutory value added tax and other taxes or duties, as well as inclusive of packaging surcharges, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by GBO SH shall in all cases be borne by the Client.

除非另有约定，所有价格和费用均为含税价，包括任何法定增值税和其他税收或关税，也包括可能产生的包装附加费、运输费和任何加工费。任何应由GBO SH承担的预扣税在任何情况下均由客户承担。

5.2 The purchase price is in principle the price set by GBO SH, or if the price has not been set, the price stated in the current price lists of GBO SH, as valid at the time of the Purchase Order.

购买价款原则上为GBO SH设定的价格，或者如未设定价格，则为GBO SH在采购订单签署时有效的现行价格表中规定的价格。

5.3 The Taxpayer Identification Number of GBO SH is 91310000MA1GC7BLXT. In the case of deliveries to other EU member states, the Client is obliged to inform GBO SH immediately of its Taxpayer Identification Number.

GBO SH的纳税人识别号是91310000MA1GC7BLXT。在向其他欧盟成员国交付的情况下，客户有义务立即通知GBO SH其纳税人识别号。

5.4 In the case of duty-free deliveries and exports are required; tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.

对于申请免税的交付和出口，只有在服务提供时符合法律要求的情况下方可给予免税。

5.5 The Client shall, unsolicited and without delay, provide GBO SH with all (transport)proofs, documents, deeds and the Certificate of Tax Collection or Exemption for Imported or Exported Goods in a suitable form, which are necessary to obtain a duty exemption for related deliveries or exports.

客户应当主动且毫不迟延地向GBO SH以适当形式提供所有（运输）证明、文件、契据，以及海关出具的《进出口货物征免税证明》。该等证明、文件及契据是获得免税交付或出口的关税及增值税豁免所需的。

5.6 If the Client does not comply with this obligation, GBO SH reserves the right to immediately invoice the legal value added tax which the Client has to pay together with the invoice amount. The Client shall indemnify and hold GBO SH completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Client shall immediately pay the value added tax subsequently and separately invoiced by GBO SH.

如果客户不遵守该等义务，GBO SH保留立即开具法定增值税发票的权利，法定增值税发票必须连同发票金额一起支付。对于由此产生的任何不利和损害，客户应当赔偿GBO SH并使其完全免受损害；特别是，如发生税务机关稽查不予免税的情况，客户应当立即支付增值税，并由GBO SH后续单独开具发票。

5.7 The Client shall inform GBO SH immediately, if withholding tax is due in the Client's country of residence for the goods or services supplied. Upon receipt of this information, GBO SH shall immediately provide the Client with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Client's responsibility to ensure that the tax authorities in the Client's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.

如果客户居住国就提供的货物或服务需要缴纳预扣税，客户应立即通知GBO SH。一经收到该等信息，GBO SH应立即向客户提供就其提供的商品或服务获得减税、免税或适用零税率所需的所有文件。客户有责任确保其居住国的税务机关及时收到所有必要的信息，以便对所提供的货物或服务不征收预扣税或减少征收预扣税。

5.8 The Client shall be liable for all additional tax payments resulting from incorrect information provided by the Client.

对于因客户提供错误信息所导致的所有额外税款，客户应承担全部责任。

5.9 GBO SH shall not be liable for future tax/legal changes; taxes and duties resulting from such tax/legal changes shall be borne by the Client. The Client must ensure that these taxes are duly reported and paid.

GBO SH对未来的税务/法律变更不承担任何责任；该等税务/法律变更导致的税费由客户承担。客户必须确保该等税费及时申报并缴纳。

5.10 GBO SH shall be at free to transmit invoices either by post or electronically (e.g. via email). GBO SH can decide to transmit invoices either by post or electronically (e.g. via email).

GBO SH可以自行决定通过邮寄或电子方式（如通过电子邮件）发送发票。

5.11 Within the framework of an ongoing business relationship, GBO SH reserves the right to raise the price of the Deliverables as is necessary based on general price changes beyond GBO SH's control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).

在现行的业务关系框架内，GBO SH保留根据超出GBO SH控制范围的普遍价格变动（例如汇率波动、货币监管、海关变化、材料和制造成本的大幅上涨）在必要时提高交付物价格的权利。

5.12 100% T/T in advance is the standard payment term for any procurement from GBO SH. Any charges and fees for transfer shall be paid by the Client. For any deviation from this standard payment term, prior written approval from GBO SH is necessary.

100%转账预付是GBO SH进行采购的标准付款条件。转账相关手续费用（如有）由付款方承担。任何偏离该标准付款条件的付款方式必需获得GBO SH的书面确认并对付款期限进行书面约定。

5.13 If the Client wishes to make cheque payment, this shall be agreed in advance with GBO SH. If the Client wishes to make cheque payment, this shall be agreed in advance with GBO SH.

若客户希望以支票方式付款，应事先与GBO SH达成协议。

5.14 All payments shall be made at Client's risk and expense. Client's payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to GBO SH's account.

所有付款的风险和费用均由客户承担。客户应以不可撤销、无条件、及时地汇入GBO SH账户的方式履行付款义务。

5.15 Retention or offsetting by the Client based on any counterclaims whatsoever is prohibited. Retention or offsetting by the Client based on any counterclaims whatsoever is prohibited.

禁止客户基于任何反诉进行保留或抵销。

5.16 In the event of payment default and/or deterioration in the Client's credit rating, notwithstanding any further rights of GBO SH, GBO SH shall be entitled, at its discretion, to: (i) cancel the contract subject to these GTC or suspend further deliveries to the Client; (ii) shorten the Client's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge default interests in the sum of 9% per annum provided GBO SH does not incur higher costs for obtaining credit. Furthermore, the defaulting Client shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

如果发生付款违约和/或客户的信用评级恶化，即使GBO SH享有任何进一步的权利，GBO SH仍有权自行决定：(i)解除受本GTC约束的合同或止向客户进一步交付；(ii)缩短客户的付款期限；(iii)要求提前付款；(iv)要求对交付物的价值提供担保；或(v)收取每年9%的违约利息，但前提是GBO SH不会产生更高信贷的成本。此外，违约的客户应承担GBO SH为收取和收回未付发票金额而产生的所有相关费用。

6. Intellectual property

知识产权

The Client acknowledges that the Deliverables are the intellectual property of GBO SH. GBO SH reserves all rights, in particular rights of ownership, in respect of (i) the Deliverables; (ii) manufacturing processes; (iii) filling and utilization processes; (iv) know how, inventions and improvements; and (v) copyrights, intellectual property rights and applications for intellectual property rights. Unless separately agreed in writing for a clearly defined use, GBO SH does not grant any rights or licenses to the intellectual property of GBO SH to the Client. The Client shall not be entitled to use trademarks of GBO SH, to use them outside the Intended Use and/or other Instructions, to modify them, to apply for them or to include trademarks of GBO SH into its (registered) corporate name without the explicit written permission of GBO SH.

客户确认，交付物系GBO SH的知识产权。GBO SH保留与下列各项相关的全部权利，特别是所有权：(i)交付物；(ii)生产流程；(iii)填充和使用流程；(iv)专有技术、发明和改进；及(v)版权、知识产权和知识产权申请。除非就明确界定的使用另行书面约定，GBO SH不会向客户授予GBO SH知识产权的任何权利或许可。未经GBO SH明确书面许可，客户无权使用GBO SH的商标，无权在预期用途和/或其它说明之外使用GBO SH的商标，无权修改GBO SH的商标，无权申请GBO SH的商标或将GBO SH的商标纳入其（注册）公司名称中。

7. Warranty

质保

7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) it is suitable for a particular purpose of which GBO SH is expressly notified upon conclusion of contract and GBO SH has confirmed the same in writing; (ii) it possesses the features of an article which GBO SH or the Client have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverable of the same type is usually used.

除非另有书面约定，在下列情况下，交付物应符合受本GTC约束的合同：(i)交付物适用于在合同订立时已明确告知GBO SH并经GBO SH书面确认的特定目的；(ii)交付物具备GBO SH提交的或客户已以样品或标本形式提交的物品的特征；或(iii)交付物适用于相同类型的交付物的常规使用目的。

7.2 GBO SH shall not be liable for the Deliverables if, upon formation of the contract the Client knew or should have known of such a defect or material breach.

如果在合同订立时，客户已知悉或理应知悉交付物存在瑕疵或实质性违约，则GBO SH对交付物不承担责任。

7.3 GBO SH shall not be liable for any use of the Deliverables outside of the Intended Use and/or other Instructions.

对交付物的任何使用如超出预期用途和/或其他说明，GBO SH不承担任何责任。

7.4 The warranty period shall be the shelf life of the Deliverables, but no longer than 2 (two) years upon delivery (transfer of risk to the Client in accordance with the agreed Incoterm clause).

保修期应为交付物的保质期，但不超过交付后的两（2）年（根据约定的Incoterm条款，风险转移给客户）。

- 7.5 GBO SH does not warrant that the Deliverables are free of third parties' intellectual property rights and/or do not infringe third party rights. GBO SH shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees related to an infringement (alleged or in fact) of third parties' intellectual property rights through any use of the Deliverables.
GBO SH 不保证交付物不含第三方的知识产权和/或未侵犯第三方权利。GBO SH 不承担与使用交付物而（指控或事实上）侵犯第三方知识产权相关的任何费用、损害、支出、罚款、责任、损失、处罚，包括任何诉讼费用和律师费。
- 7.6 The Client must immediately, upon receipt of delivery as per Section 7.4 inspect the Deliverables or have it inspected. The Client has no claim for damages for non-conforming Deliverables if it fails to notify GBO SH immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Client shall notify GBO SH within 3 (three) months upon delivery as per Section 7.4 about a non-conformity or defect or otherwise forfeit its rights.
一旦根据第 7.4 条的规定收到交付物，客户必须立即检查或请人检查交付物。如果客户已经或应当发现交付物不合格或存在缺陷而未立即通知 GBO SH，说明违约的性质，则客户无权就交付物不合格主张损害赔偿。客户应在交付后的三（3）个月内根据第 7.4 条的规定通知 GBO SH 交付物不合格或存在缺陷，否则客户将丧失其权利。
- 7.7 In case of delivery of non-conforming Deliverables, the Client shall provide GBO SH a reasonable cure period to fulfil its duties.
如果交付的交付物不合格，客户应向 GBO SH 提供一个合理的补救期以便 GBO SH 履行其职责。
- 7.8 In the event that GBO SH is not willing or able to fulfil its duties, the Client may: (i) reduce the price in the same proportion as that by which the value of the Deliverables at the time of delivery compares with the value which the contractual Deliverables would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO SH remedies a defect in fulfilment of its duties, or if the Client refuses to accept fulfilment by GBO SH, the Client may neither reduce the price nor withdraw from the contract which is subject to these GTC. Moreover, the Client shall lose the right to declare rescission of the contract subject to these GTC or to claim substitute delivery from GBO SH if it is unable to return the Deliverables in the same condition as that in which it was received by the Client. 如果 GBO SH 不愿意或不能履行其义务，客户可以：（i）按比例降低价格，该等比例为交付物在交付时的价值与合同约定的交付物在相同时间应具有的价值相比所得；或（ii）撤销受本 GTC 约束的合同。但是，如果 GBO SH 纠正了其履行职责过程中的缺陷，或者如果客户拒绝接受 GBO SH 履行其职责，则客户既不能降低价格，也不能撤销受本 GTC 约束的合同。此外，如果客户不能以其收到交付物时的相同状态返还交付物，则客户将丧失根据本 GTC 宣布解除合同的权力或向 GBO SH 要求替代交付的权利。

8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Client is also a GBO SH Dealer¹ and the goods belong to the scope of local Medical Device management)

《医疗器械经销商警戒报告制度》（仅适用于客户同时为 GBO SH 经销商且交易货物属于当地医疗器械管理范畴的情形）

- 8.1 The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.
《医疗器械经销商警戒报告制度》旨在确保对患者和使用者健康和安全的保护。
- 8.2 In case of an incident, the Client shall be under a duty to inform GBO SH immediately thereof. GBO SH shall be responsible for taking further action and, in the course thereof, is also under a duty to report the incident to the competent authorities in accordance with applicable regulations.
在发生事故的情况下，客户有义务立即通知 GBO SH。GBO SH 应负责采取进一步措施，并在此过程中根据适用的规定向主管机关报告事故的情况。
- 8.3 The Client shall comply with the instructions of GBO SH.
客户应当遵守 GBO SH 的指示。
- 8.4 In case of a notifiable incident concerning GBO SH's products, the Client may only communicate with the competent authorities with GBO SH's prior written consent. The Client shall keep GBO SH regularly informed of any direct contact with authorities.
如发生与 GBO SH 产品有关的须通知的事故，客户仅可在 GBO SH 事先书面同意的情况下与主管机关沟通。客户应定期向 GBO SH 通报与主管机关的任何直接联系。

9. Vigilance Recall System for Medical Devices (applicable only if the Client is also a GBO SH Dealer¹ and the goods belong to the scope of local Medical Device management)

《医疗器械警戒召回制度》（仅适用于客户同时为 GBO SH 经销商且交易货物属于当地医疗器械管理范畴的情形）

- 9.1 The Client is aware that GBO SH is under a duty to be able to trace individual Deliverables including those sold to the Client's customers (users). The Client shall be under a duty to keep records enabling GBO SH to trace individual Deliverables sold to the Client. The Client shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Client's customer. The Client must ensure a corresponding system with its own customers. The Client shall take all necessary steps to support GBO SH to identify at all times the location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC with the Client.
客户知悉，GBO SH 有责任追踪各交付物，包括出售给客户的客户（使用者）的交付物。客户有义务保存记录以使 GBO SH 能够追踪向客户出售的各交付物。客户有义务将该等记录保存 12（十二）年，自交付客户的客户之日起算。客户必须确保与自己的客户建立相应的系统。客户应采取所有必要的措施，以支持 GBO SH 始终能识别各交付物的位置或该等交付物的客户。GBO SH 与客户之间受制于本 GTC 的合同终止不影响客户的该等义务。
- 9.2 GBO SH shall initiate a product recall if there is a risk that the use of the Deliverables could result in death, serious bodily injury or impairment of health of a user.
当交付物的使用存在可能导致使用者死亡、严重身体伤害或健康损害的风险时，GBO SH 应当启动产品召回。

- 9.3 The Client shall be responsible for informing its customers of relevant recall procedures as provided by GBO SH.
客户应负责向其客户告知由 GBO SH 提供的相关召回程序。
- 9.4 Client's customer shall confirm the receipt and acknowledge the information provided via fax or e-mail to the Client within a period of 10 (ten) days. Otherwise, the customer must be informed again by the Client.
客户的客户应在 10（十）天内确认收到并知悉通过传真或电子邮件向客户所提供的信息。否则，客户应再次通知其客户。
- 9.5 The Client shall collect such confirmations and deliver the same to GBO SH.
客户应收集该等确认函并将其交付给 GBO SH。

10. Liability

责任

- 10.1 GBO SH shall be liable for its own fault and for the fault of its vicarious agents. Liability based on minor negligence shall be precluded unless the related claims are mandatory claims arising from causation of death, physical injury and/or damage to health.
GBO SH 应当为其自身的过错及其代理的过错承担责任。基于轻微过失的责任应当免除，除非相关索赔是由死亡、人身伤害和/或健康损害引起的强制性索赔。
- 10.2 GBO SH's liability in relation to the Client in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor and taking into account the regulation in Section 10.1, shall be limited to the purchase price of the Deliverables or – in so far as this shall not be possible on the basis of statutory provisions – a maximum of the simple total of GBO SH's business liability insurance, whereby this shall not exceed RMB 2,000,000.00 (two million CNY).
GBO SH 对受本 GTC 约束的任何合同项下的任何索赔的责任，无论该等索赔的法律依据为何，并考虑到第 10.1 条的规定，均应限于交付物的购买价款，或——在依据法律规定无法做到的情况下——应限于 GBO SH 商业责任保险总额的上限，该等金额不得超过人民币 2,000,000.00 元（200 万元）。
- 10.3 Under no circumstances shall GBO SH be liable (whether on the basis of contractual liability, liability in tort or other liability) for: (i) loss of profits; and/or (ii) indirect losses or consequential losses; and/or (iii) costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees resulting from an infringement (alleged or in fact) of third parties' intellectual property rights or rights in connection with the use of the Deliverables; and/or (iv) damages resulting from changes the Client made to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, irrespective of whether or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same were incurred by the Client in connection with the said contract and/or fulfilment thereof.
在任何情况下，GBO SH 均不就下列各项承担责任（无论是基于合同责任、侵权责任或其他责任）：（i）利润损失；和/或（ii）间接损失或后果性损失；和/或（iii）因（指控或事实上）侵犯第三方的知识产权或与使用交付物有关的权利而导致的费用、损害、支出、罚款、责任、损失、处罚，包括任何诉讼费用和律师费；和/或（iv）因客户对交付物或与交付物有关的项目（如说明）所作的背离预期用途和/或其它说明的更改所导致的损害，不论双方在根据本 GTC 订立合同时是否考虑到该等损失，且该等客户遭受的损失与前述合同和/或该等合同的履行有关。
- 10.4 Client shall fully indemnify, defend and hold harmless GBO SH and its affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) ("GBO SH Indemnitees") from and against
对于 GBO SH 及其关联方（包括其管理人员、董事、股东、代理、雇员、员工、代表和/或分包商）（“GBO SH 受偿方”）遭受的上述损失，客户应向其作出全面赔偿，为其进行辩护，并使其免受损害：
(i) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO SH Indemnitee resulting
由于下述情形而导致第三方针对任何 GBO SH 受偿方提起的任何及所有诉讼、指控、索赔、诉因和/或请求
a. from changes made to the Deliverables and/or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, and/or
对交付物和/或与交付物有关的项目（如说明）所作的背离预期用途和/或其它说明的更改，和/或
b. from a combination with other products outside the Intended Use and/or any other Instructions (both a. and b. a "Client Claim");
与预期用途和/或其它说明以外的其他产品混合（a.和 b.均称为“客户索赔”）；
(ii) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO SH Indemnitee arising – also but not limited to – in case of an infringement of intellectual property rights of third parties and/or in case of an indirect infringement of property rights caused by actions of or the use by the Client as described in Section 10.4 (i) (a "Client Claim");
第三针对任何 GBO SH 受偿方提起的（包括但不限于）侵犯第三方知识产权和/或因第 10.4 (i) 条所述的客户行动或使用导致间接侵犯产权的任何和所有诉讼、指控、索赔、诉因和/或请求（“客户索赔”）；
(iii) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO SH Indemnitee arising if GBO SH produces the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Client which infringe rights, in particular intellectual property rights, of third parties (a "Client Claim");
GBO SH 根据客户提供的规格、图纸、标本或其他文件生产交付物而引起第三针对任何 GBO SH 受偿方提起的侵犯第三方权利（特别是知识产权）的任何及所有诉讼、指控、索赔、诉因和/或请求（“客户索赔”）；
(iv) all costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees, arising from or related to a Client Claim; at GBO SH's request, the Client shall make advance payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Client shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation; and

¹Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular end customers, in its own name and for its own account.
经销商应被视为以自身名义为自身利益从事向第三方（特别是最终客户）转售产品的自然人或法律实体。

由客户索赔引起的或与之相关的所有费用、损害、支出、罚款、责任、损失和处罚，包括任何诉讼费用和律师费；应 GBO SH 的要求，客户应预付预期合理的律师费以及准备、辩护、调查和诉讼的法律费用。客户的责任还应包括试图进行庭外争议解决的费用，以及在任何情况下法律代理的合理费用；及

- (v) any costs or expenses, including any attorneys' fees and litigations costs and expenses, incurred by a GBO SH Indemnitee to (1) defend a Client Claim (but only to the extent Client does not timely assume the defense thereof) and (2) enforce Client's defense and/or indemnification and hold harmless obligations under this section, which amounts shall be deemed to arise from and relate to a Client Claim.

GBO SH 受偿方为 (1) 对客户索赔进行抗辩 (但仅限于客户未及时进行抗辩的范围内) 及 (2) 为强制客户执行本条项下的为 GBO SH 辩护和/或赔偿以使 GBO SH 受偿方免受损害的义务而发生的任何费用或支出，包括任何律师费和诉讼费用和支出，该等款项应被视为因客户索赔引起并与其有关。

11. Confidentiality

保密

- 11.1 All information disclosed by GBO SH within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO SH and title thereto shall continue to be held by GBO SH.

GBO SH 在受本 GTC 约束的合同框架内披露的所有信息应被视为保密信息，除非在披露之时，该信息被明确标注为非保密信息或根据其性质明确属于非保密信息。对保密信息的所有权利应由 GBO SH 保留，其所有权应继续由 GBO SH 享有。

- 11.2 Nothing in these GTC or in a contract between GBO SH and the Client shall be interpreted as granting the transferring any rights to confidential information by transferring ownership rights in the Deliverables.

本 GTC 或 GBO SH 与客户之间的任何合同均不应被解释为通过转让交付物的所有权而授予转让保密信息的任何权利。

- 11.3 No confidential information may be disclosed to third parties without GBO SH's prior written consent.

未经 GBO SH 事先书面同意，不得向第三方披露任何保密信息。

- 11.4 Publications of the Client in respect of or in connection with Deliverables require GBO SH's prior written consent.

客户与交付物相关的出版物须经 GBO SH 事先书面同意。

- 11.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

保密义务在受本 GTC 约束的合同终止或到期后仍然有效。

12. Compliance (applicable only if the Client is also a GBO SH Dealer¹)

合规 (仅适用于客户同时为 GBO SH 经销商的情形)

- 12.1. The Client agrees at all times during this Agreement to comply with the Greiner Code of Conduct,

https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf as well as the Greiner Code of Conduct for Suppliers and Business Partners https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_SupplyChain_EN.pdf as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the Client, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates. The Client agrees that its own contractual partner will adhere to principles at least comparable to those of the Greiner Code of Conduct. We reserve the right to inspect the Client at any time during business hours, upon prior written notice, with respect to compliance with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate the contract subject to these GTC at any time and with immediate effect by written notice to the Client.

客户同意在本协议有效期内始终遵守不时修订的《格瑞纳行为准则》https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf 和《格瑞纳供应商和商业合作伙伴行为准则》https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_SupplyChain_EN.pdf 以及所有适用的有效法律法规，特别是 1977 年美国《反海外腐败法》(及其不时修订) 以及适用的反垄断、竞争和反腐败法律。客户或代表其行事的人士，特别是管理人员、雇员或代理，均不得直接或间接地向第三方 (包括其雇员、管理人员或公职人员、政府机构或机关的代表、政党或其候选人) 支付、提供或接受任何不当款项或礼品。客户同意，其合同合作伙伴将遵守至少与《格瑞纳行为准则》中规定的原则相当的原则。我方保留在营业时间内任何时候经提前书面通知检查客户是否遵守本协议条款和一切适用法律法规 (包括《格瑞纳行为准则》) 的权利。如有不遵守情况，我方保留随时终止受本 GTC 约束的合同的权力，该等终止经书面通知客户即时生效。

- 12.2. The Client is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under various jurisdictions (under e.g. US law, EU law, national law). The Client is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by means of adequate standards that it does not supply Deliverables to legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes or (iii) otherwise act in violation of applicable sanctions and/or embargoes and/or in a manner that would expose the Client and/or GBO SH to potential export or sanctions penalties.

客户知悉，一些地区、法律实体和/或自然人受限于各种司法管辖区 (例如美国法律、欧盟法律、本国法律) 的制裁和/或禁运。客户有义务 (i) 进行充分的尽职调查，并始终密切监测其客户，(ii) 通过适当的标准确保其不向受到制裁和/或禁运约束的法律实体、自然人和/或地区提供交付物，或 (iii) 以其他方式违反适用制裁和/或禁运和/或以可能使客户和/或 GBO SH 面临潜在出口或制裁处罚的方式行事。

13. Miscellaneous

其他

- 13.1 The Client grants GBO SH, as well as all affiliated companies of GBO SH, the right to name the Client as a reference customer by using first/last name or company name, address and company logo. This right is granted free of charge and is unlimited in time, space and content. The Client can revoke this consent at any time in writing to GBO SH (e.g. via email). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. GBO SH will remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Client.

客户授予 GBO SH 及其所有关联公司使用客户姓名或公司名称、地址和公司标志以将客户命名为参考客户的权利。本权利的授予是免费的，在时间、空间及内容上不受限制。客户可随时书面通知 GBO SH (如通过电子邮件) 撤销该项同意。在撤销同意之前，命名为参考客户的合法性不受撤销同意的影响。GBO SH 将在考虑其合法利益的前提下，在经济上合理和/或技术上可行的情况下，删除在收到客户撤销声明之前已经安排的出版物。

- 13.2 The Client is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO SH without GBO SH's prior written consent and any assignment in violation of this provision is null and void.

未经 GBO SH 事先书面同意，客户无权向第三方转让因与 GBO SH 签订的任何合同引起的或与之相关的任何索赔，违反本规定的任何转让均属无效。

- 13.3 GBO SH, as well as all companies with which GBO SH is directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by GBO SH against the Client or held by the Client against GBO SH.

GBO SH 以及 GBO SH 通过持有至少 50% 的股权而直接或间接关联的所有公司 (包括姊妹公司) 有权就 GBO SH 对客户持有的或客户对 GBO SH 持有的可能到期应付或未到期应付的索赔 (包括未来的索赔) 进行抵销。

- 13.4 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. Neither party shall be entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of termination of the contract, the Client shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.

本 GTC 及受本 GTC 约束的合同的任何内容均不意味双方建立任何类型的合伙企业、公司或合资企业。任何一方均无权为任何目的担任另一方的代表，和/或代另一方行事或代表另一方作出承诺。在合同终止的情况下，客户无权就市场开发成本或已摊销或未摊销投资取得任何对价、赔偿或报酬。

- 13.5 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. If the GTC or any contract subject to these GTC contains a provision which is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of the GTC or any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. If the GTC or any contract subject to these GTC contains a provision which is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of the GTC or any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. If the GTC or any contract subject to these GTC contains a provision which is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of the GTC or any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

- 13.6 These GTC and all contracts subsequently concluded between GBO SH and the Client (out of or in connection with these GTC and/or in connection with any contractual relationship between GBO SH and the Client subject to these GTC) shall be exclusively governed by and construed in accordance with the laws of PRC, with the exclusion of any conflict of law provisions, and, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any statute implementing this convention.

本 GTC 以及 GBO SH 与客户之间随后订立的所有合同 (出于本 GTC 或与之相关，和/或与 GBO SH 与客户之间受本 GTC 约束的任何合同关系相关) 受中国法律排他性管辖并据其解释，排除任何法律冲突条款，1980 年 4 月 11 日《联合国国际货物销售合同公约》(CISG) 以及执行该公约的任何成文法。

- 13.7 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO SH and the Client subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute"), shall be settled by the competent court in Shanghai, PRC, having jurisdiction over the subject-matter.

由本 GTC 引起的或与之相关的任何争议和/或同 GBO SH 与客户之间受本 GTC 约束的任何合同关系有关的任何争议，包括有关其订立、有效性、无效性、解释、履行和终止及其缔约前和缔约后的效力 ("争议")，应由对相关标的具有管辖权的上海法院解决。

- 13.8 The Client shall not pass on to customers and/or third parties its access data relating to GBO SH web portals. In the event of departure of an employee from the Client, GBO SH shall be immediately notified, and the said employee's access data must be immediately amended. The Client shall change its passwords at regular intervals.

客户不得将其有关 GBO SH 门户网站的访问数据传递给其客户和/或第三方。如果有员工自客户处离职，客户应立即通知 GBO SH，并且必须立即修改该员工的访问数据。客户应定期更改其密码。

- 13.9 These GTC are provided in an English and a Chinese version. In case of contradictions between the two versions, the Chinese version shall prevail.

本通用销售条款和细则有中英文两种版本。如果两个版本之间存在矛盾，以中文版本为准。

- 13.10 GBO SH applies privacy policy according to its Data Privacy Statement at https://www.GBO.SH.com/en_AT/datenschutz.html.

GBO SH 根据其 https://www.GBO.SH.com/en_AT/datenschutz.html 上的数据隐私声明适用隐私政策。