

SARTORIUS

Standard Terms and Conditions of Sales of Goods and Services for Hong Kong entities

对于国内合同，如果中英文文本之间存在不一致，应以中文版本（第 18-31 页）为准。对于跨境性质的合同，应以英文版本（第 1-17 页）为准。

For domestic contracts, the Chinese version of the GTC (page 18-31) shall prevail in the event of divergence between the Chinese and English text. For contracts of a cross-border nature, the English-language version (page 1-17) shall take precedence.

PART I- GENERAL TERMS AND CONDITIONS

1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) These general terms and conditions of sale ("GTC") apply to the sale of the Goods (as hereinafter defined) and Services (as hereinafter defined) as set out in the Quotation provided by the Sartorius entity ("Sartorius"), to which these terms are appended (the "Quotation"). The Quotation defines the Price, Delivery and any other special conditions which will apply. Sartorius shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods and (if applicable) the Services in accordance with and on the basis of these GTC which together with the Specifications (as hereinafter defined) and the Quotation constitutes the "Agreement".
- b) The Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted such other terms. Fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.
- c) These GTC contain three (3) parts (each, a "Part" and collectively the "Parts"). Part I contains "General Terms and Conditions," which shall be applicable to all sales of Goods and Services. Part II of this Agreement contains "Terms and Conditions for Sale of Goods," which shall be applicable to the sales of Goods, as the

case may be, in addition to the provisions of Section I. Part III of this Agreement contains "Terms and Conditions Sale of Services" which shall be applicable to sales of Services, as the case may be, in addition to the provisions of Section I.

- d) Any of the following shall constitute Customer's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the Good(s) or Services thereunder; (iii) acceptance of any shipment or delivery of Good(s) or provision of Services thereunder; (iv) payment for any of the Good(s) or Service(s); (v) the date when Customer has downloaded or installed a Software or (vi) any other act or expression of acceptance by Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered by the Quotation, the terms and conditions in such contract shall prevail to the extent they are inconsistent with these GTC.
- e) These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.
- f) No variation to these GTC shall be binding unless agreed in Writing between the authorized Representatives of the Customer and Sartorius.

2) DEFINITIONS

In these GTC:

"Affiliate" means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

"Applicable Law" means all applicable laws, rules, regulations, orders, codes of practice, research governance or ethical guidelines, general manufacturing or laboratory practice guidelines, other requirements of regulatory authorities as well as any export control regulations and sanction control programs as amended from time to time.

"Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday or any day on which banking institutions are authorized or

required by law or other governmental action to close.

"Confidential Information" means any information disclosed in writing, orally, electronically or in any other form (tangible or intangible) that is confidential or proprietary in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy, know-how, trade secrets or products (either existing or under development).

"Consumables" mean the disposable supplies or consumable products which Sartorius is to supply in accordance with this Agreement.

"Customer" means the person or entity who accepts the Quotation of Sartorius for the sale of the Goods or Services, or whose order for the Goods or Services is accepted by Sartorius.

"Delivery Location" means the location specified in the Quotation to which Sartorius shall procure the delivery of the Goods.

"Equipment" shall mean the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Sartorius is to supply and install in accordance with the Quotation and the Agreement.

"Force Majeure" means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

"Goods" means the goods (including any instalment of the goods or any parts for them) which Sartorius is to supply in accordance with the Quotation and this Agreement and may include, where the context so requires, Consumables, Equipment, Instrument, Media or Media Components, System, Reagents, Plasmids and/or Software.

"Goods Warranty Period" shall mean the period which begins on the Goods delivery date to the Delivery Location and ends one (1) year after the delivery date; or, in the case of Consumable or of Good with a shorter shelf-life, ends the earlier of: (i) one (1) year after the delivery date; or (ii) the expiration of the shelf life (date of expiration or retest date according to the Good concerned) of such Consumable or of such Good. If the Goods delivered are devices Sartorius or its contractors installs at the Customer site, the warranty period starts at the time of completion of installation,

but in no event later than two (2) months after delivery.

"GTC" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Sartorius.

"Intellectual Property" means patents, patent applications, utility models, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, source codes, data bases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

"Invention" means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, whether or not patentable, copyrightable, and protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law.

"Media or Media Components" means biological and/or chemical media compositions, proteins, microcarriers, excipients, preservation solutions, and media supplements supplied in accordance with the Quotation and the Agreement.

"Object to Be Serviced" means any object on which the Services are to be performed, including, but not limited to, Goods.

"Plasmid" means any gene expression system supplied by Sartorius in accordance with related Quotation and this Agreement.

"Price" means the price for the Goods determined in accordance with the Quotation and "Prices" shall be interpreted accordingly.

"Quotation" means the Quotation prepared by Sartorius and issued to the Customer.

"Reagent", means any transduction reagents, transfection reagents and/or related small molecules and/or buffers supplied by Sartorius in accordance with related Quotation and this Agreement.

"Representatives" means Sartorius and Customer's respective employees, agents, consultants, officers, subcontractors and Affiliates.

"Services" means the repairs, preventative maintenance, relocations, retrofits, upgrades, installations, calibrations and validation services, together with any spare parts utilized in connection with the foregoing, in connection with Goods and other objects.

"Services Warranty Period" means the period which begins on the day of completion of performance the Services and ends ninety (90) days later or such longer period as may be specified by Sartorius to Customer in

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Writing in the Quotation.

"Software" means any proprietary software developed by Sartorius to implement the specified functionality but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third-party software.

"Specification" means the description of the Goods and Services and attached to the Quotation (if any) or otherwise provided to the Customer by Sartorius or provided to Sartorius by the Customer (as the case may be), in Writing.

"System" means Goods which includes the physical equipment Sartorius is to supply in accordance with this Agreement together with (to the extent applicable) the Software and any other deliverables specified in the Quotation.

"Term" means the period beginning on Customer's unqualified acceptance of these GTC, through the earlier of: (i) the time period set forth in the Quotation or (ii) as set forth in the key code if Sartorius is licensing a Software.

"Writing" means any written communication by letter or by e-mail.

Any reference in these GTC to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these GTC are for convenience only and shall not affect their interpretation.

3) BASIS OF THE SALE

- a) Sartorius shall sell and the Customer shall purchase the Goods or Services in accordance with any written Quotation of Sartorius which is accepted by the Customer, or any written order of the Customer which is accepted in Writing by Sartorius, subject in either case to these GTC, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Oral agreements shall only become valid when Sartorius confirms the same in Writing.
- b) Sartorius's employees or agents are not authorized to make any representations concerning the Goods or Services unless confirmed by Sartorius in Writing. In entering into the Agreement, the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

- c) Any advice or recommendation given by Sartorius or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Sartorius is followed or acted upon entirely at the Customer's own risk, and accordingly Sartorius shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods or Services are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Sartorius other than those expressly set out in the Agreement.
- d) Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by Sartorius, including Sartorius's website, shall be subject to correction without any liability on the part of Sartorius.

4) ORDERS

- a) Sartorius does not represent, warrant or undertake that all of the Goods will be available for order at all times, or until an order is accepted, that Sartorius can supply the volumes requested.
- b) No order which has been accepted by Sartorius may be cancelled by the Customer except with the agreement in Writing by Sartorius and on terms that the Customer shall indemnify Sartorius in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Sartorius as a result of cancellation.

5) PRICE

- a) Sartorius may change its prices at any time without notice. The Price shall be as stipulated in the Quotation, or in the event of the Quotation being silent on the matter, in accordance with the list prices in effect at that time Sartorius accepts Customer's order.
- b) Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in Writing between both the Customer and Sartorius, all Prices are given by Sartorius on a CPT INCOTERMS® 2020 basis. The Customer shall be responsible for paying Sartorius's charges for transport, packaging, freight and insurance and will be charged a surcharge for any

tariffs, duties or other governmental charges ("Tariff Surcharge") pertaining to the Goods. Sartorius reserves the right to add or revise the Tariff Surcharge upon written notice to the Customer if additional duties (including tariffs) are applied to the Goods between the issuance or acceptance of the Quote, delivery and invoice to the Customer.

- c) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Sartorius may be subject) (collectively "Tax"), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to Tax which has the effect of reducing the amount of money which Sartorius would have been entitled to receive or retain from the Customer under the Agreement but for such Tax, the Customer will, at Sartorius's request, pay to Sartorius such additional sum at the rate for the time being prescribed by law for the Tax. Customers within the EU shall be obligated to indicate their Value Added Tax identification number.
- d) The Price set forth in the Quotation includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC. Charges for services or goods not covered by the Agreement will be invoiced separately at the time of occurrence or delivery and at the prevailing rates.

6) TERMS OF PAYMENT

- a) Subject to any additional or other terms agreed in Writing by Customer and Sartorius, Sartorius shall be entitled to invoice Customer for the Price of the Goods and Services on or at any time after delivery of the Goods or performance of the Services.
- b) The Price of the Goods and/or Services provided in the Quotation may be subject to adjustment in the event there is:
 - i. a change to the Specifications or a Customer requested change to the delivery date or to the quantities of Goods or Services ordered in the Quotation;
 - ii. any failure by the Customer to give Sartorius adequate or accurate information or instructions which causes Sartorius to incur additional cost ;
 - iii. a failure by the Customer to collect or accept delivery of the Goods or allow performance of the Services in accordance with the Quotation and such increase may include, without limitation, a processing fee amounting to ten

per cent (10%) of the Price, per month and for a maximum of two (2) months, after Sartorius has first notified the Customer that the Goods are ready for collection or (as the case may be) Sartorius has tendered delivery of the Goods (the "Stocking Fee"); and/or

- iv. a change to: the cost of materials, costs of production, shipment arrangements (including expedited shipment/handling charges), currency or exchange, increases in taxes and duties or terms outside the original terms outlined in the Quote).
- c) If, two (2) months after Sartorius has first notified the Customer that the Goods are ready for collection by the Customer or Sartorius has first tendered delivery of the Goods, the Goods have not been collected by the Customer or the Customer has not accepted delivery of the Goods or the Customer has not accepted or allowed performance of the Services in accordance with the Quotation, Sartorius Shall be entitled to invoice Customer for the Price of the Goods and or Services and any amount provided for in clause 6(b) and Customer shall remit payment for such amounts in accordance with the terms in Section 6(d).
- d) The Customer shall pay the Price in the invoicing currency within thirty (30) days of the date of Sartorius's invoice, subject to credit approval, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer.
- e) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to: (i) cancel the Agreement or suspend any further deliveries or performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at highest rates allowed by the law governing this Agreement, until payment in full is made. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.
- f) All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim in accordance with the payment terms on the Quotation.
- g) Sartorius may require from the Customer that the latter provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee.

The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Sartorius, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

- h) Sartorius is not obliged to accept any checks or bills of exchange as method of payment. Acceptance of such payment methods must be agreed upon beforehand and shall occur in any case only on account of performance and will not be considered as performance in full discharge of an obligation. Any related costs will be borne by Customer. Credit notes from checks and bills of exchange will occur by deducting any costs and subject to receipt at the value on the day Sartorius has access to the equivalent value.

7) LIABILITY

- a) To the fullest extent permitted by law, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Sartorius, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the execution of the Agreement, except as expressly provided in these GTC.
- b) Sartorius shall not be liable for the correct choice of Goods for the purpose intended in the individual case and for the correct linkage of such Goods to one another or to items of the Customer. This shall be the sole responsibility of the Customer or of such person who links and installs the Goods on behalf of Customer. Sartorius disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant with Applicable Law in the country of use.
- c) Sartorius shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Sartorius's obligations under the Agreement, if the delay or failure was due to any Force Majeure event.
- d) To the fullest extent permitted by law, and notwithstanding anything contained in the Agreement to the contrary, Sartorius's total aggregate liability under, or in connection with this Agreement, whether arising in tort (including negligence), contract or in any other manner will not exceed, in total, the lesser of: i) Customer actual direct damages; or ii) the Price which Customer has paid Sartorius for the Goods or Services giving rise to such claim.
- e) Without prejudice to clause 7i), Sartorius shall not be liable to the Customer for any (i) loss of profit or revenues; (ii) loss of or damage to data or information systems; (iii) loss of contract or business opportunities; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect, special or consequential loss or damage.
- f) Neither Party will be liable to the other for any breach of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.
- g) Sartorius shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software or any other product not supplied by Sartorius; (ii) any modification to the Goods or any of its components, including without limitation, the Software, made by the customer or any third party; (iii) use of any third party software provided by Sartorius hereunder; and/or (iv) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification.
- h) Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express or implied terms of this Agreement for any alleged or actual infringement of third-party Intellectual Property by the Customer's use, modification, alteration, enhancement, improvement, further processing or combination (including, but not limited to the combination with third-party products) of the Goods on or after the delivery date.
- i) If Customer provides Sartorius with instructions, Specifications or requirements for the provision of customized Goods, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express or implied terms of this Agreement for any alleged or actual infringement of third-party Intellectual Property by these customized

items or their use by the Customer.

- j) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Sartorius harmless from and against any claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.
- k) Save where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from all claims against Sartorius brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Sartorius' premises or while the Customer's Representatives are interfacing with, or assisting Sartorius in its work (if any) at the Customer's site

8) TERMINATION

- a) This Agreement may be terminated immediately by either Party serving notice in writing to the other Party where the other Party: (i) commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy; or (v) conducts a material change in its management or control.
- b) If this clause applies then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to cancel the Agreement or suspend any further deliveries or performances under the Agreement without any liability to the Customer, and if the Goods have been delivered and/or the Services performed but not paid for, the Price shall become immediately due and payable notwithstanding any

previous agreement or arrangement to the contrary.

9) INDEMNIFICATION

- a) Customer agrees to indemnify, defend and hold harmless Sartorius from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of infringement of any Intellectual Property or other proprietary rights of any third party to the extent that the Goods were manufactured or used pursuant to Specifications supplied or required by Customer; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Goods sold pursuant to the Agreement, or any products or items manufactured using such Goods, or relating to the products items or equipment serviced under the Agreement, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Sartorius' willful misconduct or gross negligence; or (iii) the negligence and/or willful misconduct of Customer, its employees or agents; or (iv) any failure of the Customer and/or its Representatives to comply with Applicable Law and/or related Specifications in the handling or use of the Goods and/or Services.
- b) Sartorius agrees to defend and indemnify Customer and hold Customer harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with the negligence and/or willful misconduct of Sartorius, its employees or agents.

10) INSURANCE

The Customer shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance and maintain such coverage and limits in commercially reasonable amounts. Customer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Sartorius' written request, furnish to Sartorius certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

11) COMPLIANCE REQUIREMENTS

- a) The Customer and Sartorius shall comply with their respective obligations and Applicable Law.
- b) The Customer is solely responsible to comply with any legal or regulatory obligations relating to its use of the Goods. The Customer is solely responsible to order and purchase the appropriate and relevant quality grade of the Goods and/or Services, consistent and in accordance with the Customer's intended use, Sartorius disclaims any liabilities in this regard.
- c) The Customer also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Sartorius, in violation of Applicable Law. Further, the Customer shall neither use any Goods, Service, information, Software and technology offered by Sartorius in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

Goods and Services may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods and Services requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods and Services require approval, Sartorius requires an appropriate End-User-Declaration from the end user stating the precise use of the Goods and Services and including an informative company profile. Goods and Services will be supplied exclusively for civil and peaceful purposes. With the purchase order, the Customer agrees to comply with all Applicable Laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

- d) It is expressly understood and agreed that Customer shall be solely responsible for (i) identifying and complying with all Applicable Laws for its industry and (ii) taking all necessary actions to test and validate the Good supplied by Sartorius. It is acknowledged and agreed that the foregoing shall apply to products, regardless of their process stage and/or name (product, final or intermediate product, material, and the like), that may be generated by or in connection with the use of the Good. For the avoidance of doubt, where applicable, the Customer

shall only use, or permit the use of, the Goods for manufacture purposes which do not include the administration or application of the Goods or products embodying the Goods to (i) humans unless the Good is specifically commercialized by Sartorius for direct administration to humans or (ii) animals, except in accordance with Applicable Law and usage specified, and instructions given, by Sartorius in writing.

- e) Data protection: Sartorius will request, process and use personal data from Customer to manage Customer's requests, claims, orders or repairs and for the continuing relationship management to Customer. Some of those data processing activities are handled on behalf of Sartorius by Sartorius Corporate Administration GmbH, Germany, its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union. For all cases involving a transfer of personal data, Sartorius will ensure compliance with data protection regulations. Furthermore, Sartorius will transfer these data to authorities, if there is an existing legal obligation for Sartorius to do so. Individuals have the right to access their data processed by Sartorius and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see Sartorius' data protection policy posted at <https://www.sartorius.com/en/data-protection>.
- f) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act: Customer acknowledges that: (a) Sartorius may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) Sartorius may be subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Sartorius to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law.

12) MISCELLANEOUS

- a) Any notice required or permitted to be given by either

party to the other under these GTC shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- b) No waiver by Sartorius of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any purported waiver by Sartorius will be void and ineffective unless it is in writing and signed by a properly authorized Representative of Sartorius.
- c) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.
- d) This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is not applicable to this Agreement.

In the event the Customer is located in Hong Kong, any disputes under this Agreement must be brought before the local courts of the registered office of Sartorius, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. Furthermore, Sartorius shall be entitled at its discretion to assert its own claims at the Customer's place of jurisdiction. After a lawsuit has been filed, the Customer shall be limited, on the basis of his or her own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset his or her own claim against the claim lodged in said action before the court.

In the event the Customer is located outside Hong Kong, all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC Rules of Conciliation and Arbitration without recourse to the ordinary courts of

law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of Sartorius. Sartorius shall be entitled at its discretion to assert its own claims at the place of the registered office of the Customer. The arbitral proceedings are to be held in the English language.

- e) Each party undertakes that it will keep any Confidential Information confidential and it will not (i) use or disclose the other Party's Confidential Information to any persons except that it may disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction.
Sartorius may, and the Customer hereby acknowledges and agrees, use and exploit residuals for any purpose after the return or destruction of Customer's Confidential Information without breach of its confidentiality obligations hereunder. As used herein, residuals shall mean information of any intangible form, including but not limited to ideas, concepts, techniques and/or understandings retained in the unaided memory of Sartorius' Representatives as a result of their review, evaluation and testing of the Customer's Confidential Information.
- f) Orders are not assignable or transferable, in whole or in part, without the express written consent of Sartorius.
- g) Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its Goods, Services, or to these GTC must be approved by Sartorius prior to its use or release.
- h) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks,

trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of a third party's products or services.

- i) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Sartorius subject to the other terms of these GTC in relation to the Goods and Services), and personnel.
- j) Nothing in this document is intended to create any rights in third parties against Sartorius.

PART II- TERMS AND CONDITIONS FOR SALE OF GOODS

If Customer is purchasing Goods from Sartorius, the following provisions shall exclusively apply in relation to the sale of Goods, and Goods only, in addition to the provisions of Part I of these GTC:

13) SPECIFICATIONS

- a) The Customer shall be responsible to Sartorius for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer ("Customer Specification"), and for giving Sartorius any necessary information relating to the Goods within a sufficient time to enable Sartorius to perform the Agreement in accordance with its terms.
- b) The quantity, quality and description of and any Specification for the Goods shall be those set out in Sartorius' Quotation.
- c) If the Goods are to be manufactured or any process is to be applied to the Goods by Sartorius in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Sartorius against all loss, damages, costs and expenses awarded against or incurred by Sartorius in connection with or paid or agreed to be paid by Sartorius in settlement of any claim for infringement of Intellectual Property of any third party which results from Sartorius' use of the Customer's Specification.
- d) Sartorius reserves the right to make any changes (i) in the Specification or, if applicable Customer Specification

of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied to Sartorius's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order.

14) DELIVERY

- a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Quotation. Sartorius notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at the Customer's expense.
- b) Sartorius will use its reasonable endeavors to meet delivery dates, but such dates are approximate only and time of delivery is not of the essence and Sartorius shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Sartorius in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to ten percent (10%) more or ten percent (10%) less than the quantity ordered will not be regarded as a failure of Sartorius to supply the Goods ordered, provided that Sartorius will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.
- d) If Sartorius is entirely unable to deliver the Goods for any reason other than any cause beyond Sartorius's reasonable control or the Customer's fault, and Sartorius is accordingly liable to the Customer, Sartorius's liability shall be limited to the Price of the Goods that Sartorius failed to deliver.

15) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be provided at Sartorius's premises, at the time when Sartorius notifies the Customer that the Goods are available for

collection; or (ii) in the case of Goods to be delivered otherwise than at Sartorius's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Sartorius has tendered delivery of the Goods.

- b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these GTC, the property in the Goods shall not pass to the Customer until Sartorius has received in cash or cleared funds payment in full of the Price of the Goods.
- c) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Sartorius's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Sartorius's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Sartorius immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Sartorius to inspect the Goods during the Customer's normal business hours and provide Sartorius with such information concerning the Goods as Sartorius may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Sartorius for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale. If, at any time before title to the Goods has passed to the Customer, the Customer informs Sartorius, or Sartorius reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Sartorius may (i) require the Customer to re-deliver the Goods to Sartorius (at the expense of the Customer if so requested by Sartorius); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- d) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Sartorius shall be entitled at any time to require the Customer to

deliver up the Goods to Sartorius and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

- e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Sartorius, but if the Customer does so all moneys owing by the Customer to Sartorius shall (without prejudice to any other right or remedy of Sartorius) forthwith become due and payable.

16) WARRANTIES AND REMEDIES

- a) Subject to the conditions set out herein, Sartorius provides to Customer a limited warranty that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanship during the Goods Warranty Period. Sartorius will at its option repair, replace or refund the Price of the Goods that do not comply with this clause 16(a) provided that the Customer serves a written notice on Sartorius (i) in the case of defects discoverable by a physical inspection not later than five (5) Business Days from the arrival of the Goods at the Delivery Location; or (ii) in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location or, according to Applicable Law, from the date Customer identifies such latent defects, that some or all of the Goods do not comply with this clause 16(a) and identifying in sufficient detail the nature and extent of the defects. The Customer will be deemed to accept the Goods if it does not notify Sartorius of any failure of the Goods to comply with this clause 16(a) within the time periods set out above. The Customer will comply with any returns policy of Sartorius that may be notified to the Customer from time to time, including if and to the extent such returns policy specifies alternative procedures and time periods to those set out above. Similarly, and subject to the conditions set out herein, Sartorius provides to Customer a limited warranty that the Reagents and Plasmids, will be stable during the Goods Warranty Period, being understood that the stability of the Reagent and/or Plasmid may however be modified when the Reagent and/or Plasmid is mixed to constitute a compound.
- b) The above warranty is given by Sartorius subject to the following conditions: (i) Sartorius shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer's Specification

supplied by the Customer; and (ii) Sartorius shall be under no liability in respect of any defect arising from normal wear and tear, accident, disaster or Force Majeure event, misuse, fault or willful damage, negligence, abnormal working conditions, power surges or electrical failures, failure to follow Sartorius's instructions (whether oral or in writing) as to storage, handling, use, expiry, installation, commissioning, maintenance, return or disposal of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Sartorius's approval; (iii) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts or materials not manufactured by Sartorius, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Sartorius; (v) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Sartorius that such Goods do not comply with clause 16(a) hereof; (vi) Sartorius shall be under no liability in regarding the effectiveness of the Reagent and/or Plasmid once it has been incorporated into another product or mixed to constitute a compound; (vii) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR ANY OTHER TAMPERING WITH, THE GOODS PERFORMED BY ANY OTHER PERSON OUTSIDE OF SARTORIUS, WITHOUT PRIOR WRITTEN APPROVAL FROM SARTORIUS, USE OF ANY PARTS NOT SUPPLIED BY SARTORIUS FOR SUCH GOODS, OR USE OF THE GOODS IN A BSL 3/4 ENVIRONMENT WILL IMMEDIATELY AND AUTOMATICALLY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO SUCH GOODS. THE WARRANTY PROVIDED HEREUNDER MAY ALSO BE CANCELLED AND VOIDED BY SARTORIUS IN THE EVENT CUSTOMER SHIPS THE GOODS OUTSIDE THE COUNTRY TO WHICH SARTORIUS SHIPPED THE GOODS.

SARTORIUS' WARRANTIES EXTEND ONLY TO THE CUSTOMER NAMED ON THE QUOTATION AND CUSTOMER CANNOT TRANSFER THE

WARRANTY. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN SECTION 16(a), SARTORIUS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES, DURING OR AS PART OF THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY, (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- c) THIS WARRANTY IS EXCLUSIVE AND IS THE SOLE AND EXCLUSIVE OBLIGATIONS OF SARTORIUS WITH RESPECT TO THE GOODS AND SERVICES AND ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SARTORIUS SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 9(b) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.
- d) In no event shall Customer be entitled to make a warranty claim if Customer is in breach of its obligations, including but not limited to payment, hereunder.

17) INTELLECTUAL PROPERTY

- a) Notwithstanding any other provision of this Agreement or termination or expiration of this Agreement, Sartorius shall own all right, title, and interest in and to all Intellectual Property related to the Goods owned or controlled by Sartorius as of the Quotation date, and all Intellectual Property that is developed by Sartorius after its written confirmation of the order, provided, that it does not exclusively rely upon or materially utilize: (i) the Confidential Information of Customer; or (ii) Intellectual Property owned by Customer. Except as otherwise expressly provided herein to the contrary, these GTC do not transfer, assign, lease or license to Customer, or otherwise provide Customer with any rights or interests in or to any Intellectual Property owned by Sartorius. Procurement and maintenance of copyright or Intellectual Property related to the Goods or any other proprietary rights relating to any technology, including any Invention owned by Sartorius shall be carried out or pursued at the discretion and expense of Sartorius. The Customer shall not use or cause or permit the use of the Goods

in any manner (i) that confers on any third party any Intellectual Property in or to the Goods or (ii) that creates a contractual, legal or regulatory obligations to disclose Sartorius's sale of the Goods to Customer.

- b) Should the Goods, or any part thereof, become, or in Sartorius's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Sartorius, at Sartorius's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods. Sartorius's obligations under this clause will not apply to Goods modified or used by the Customer other than in accordance with the Agreement or Sartorius' instructions. The Customer will indemnify Sartorius from and against all losses, damages, liability, costs and expenses incurred by Sartorius in connection with any claim arising from such modification or use.
- c) In relation to trademarks affixed to or incorporated within the Goods, use of the trademarks will be in accordance with this Agreement and with Sartorius's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks will accrue to the benefit of Sartorius (or its licensor) and at the request of Sartorius, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Sartorius or Sartorius's licensor as the case may be. The Customer undertakes not to apply to register or register the same trademark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorized by Sartorius in writing, the Customer will not alter or remove such trademark from the Goods.

18) RESTRICTIONS OF USE

- a) Customer shall not use the Good and associated documentation for human in-vitro diagnostic applications unless otherwise expressly specified by Sartorius. Furthermore, Customer shall only use or permit the use of the Goods (i) in accordance with the written instructions of Sartorius (including those in or on any Goods packaging) relating to storage, handling, use, expiry, installation, commissioning, maintenance, return or disposal of the Goods; and (ii) within the expiry date indicated on the packaging of the Goods or otherwise in writing by Sartorius.

- b) The Customer shall not and shall not cause or permit any third party to:
 - i. use the Media or Media Component or any Plasmid or any Reagent outside the field of use or for the permitted activity agreed between the Customer and Sartorius ("Permitted Purpose") and, if no field of use or permitted activity is identified by the Customer or agreed by Sartorius, then Sartorius retains the absolute discretion to terminate supply and this Agreement when the field of use or permitted activity is identified;
 - ii. transfer to any third party or allow a third party access to any quantities of the Media or Media Component except and unless the Media or Media Component is incorporated into another material of which Sartorius is aware, which is produced in accordance with the Permitted Purpose and is sold as a product by the Customer; or
 - iii. analyse, attempt to modify, disassemble, reassemble, decompile or reverse-engineer or otherwise seek to determine the structure, sequence, formulation or composition of the Media or Media Component or Plasmids or Reagents or sample hereof without the prior written consent of Sartorius. For the specific case of off the shelf Plasmids, in addition to provisions herein above, no right to amplify, replicate and/or duplicate the said off the shelf Plasmids is conveyed either expressly or by implication.

19) SYSTEMS AND SOFTWARE

If Customer is licensing Software from Sartorius, including software licensed in connection with the purchase of any Goods and any and all other software or firmware embedded in, loaded on, or otherwise associated with the purchased Goods, the following additional provisions shall apply:

- a) Sartorius grants Customer the non-exclusive right and license to use the copy of the Software in object form that is on the readable computer media provided to Customer by Sartorius.
- b) The Software and related copyrights are owned by Sartorius, by an Affiliate of Sartorius, and/or by certain suppliers of Sartorius and its Affiliates, and title to the Software in general or respective copyrights shall not pass to Customer as a result of Customer's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of Sartorius.

- c) The Software is protected by the respective national copyright laws and international treaties and Customer shall not copy it or allow it to be copied except that Customer has the right to (i) make such copies that are necessary for the use of the Software by Customer in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Customer does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he is entitled to do.
- d) Customer shall (i) not use the Software other than with the purchased Goods or for any purpose outside the scope of the application for which it is being provided, and (ii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Customer, and (iii) not move the Software to any country in violation of any applicable import or export control regulations. The Customer undertakes to refrain from removing the manufacturer's markings and in particular, copyright notices or to change these without the prior written consent of Sartorius. All other rights in and to the Software and the documentation, including copies thereof shall remain with Sartorius. The Customer is not entitled to sublicense the Software.
- e) Customer further understands that its use of the Software shall be subject to the terms of any third party license agreements or notices that are provided to Customer by Sartorius and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party license agreements and rights provided by Sartorius in advance.
- f) The Software is covered by the limited warranties applicable for the System set forth in Section 16 and by no other warranties, express or implied.
- g) Sartorius makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification. Software or firmware corrections, made during the Goods Warranty Period, are warranted for a period of three (3) months from the date shipped by Sartorius or until expiry of the Goods Warranty Period, whichever is longer.
- h) Failure to comply with any of the terms of this subsection terminates Customer's right to use the Software. Upon termination of such right, Customer must return the disk provided by Sartorius, and any and all copies thereof or of any other Software to Sartorius.
- i) Any replacements, fixes or upgrades of the Software which Customer may hereafter receive from Sartorius or an Affiliate of Sartorius, shall be provided subject to the same restrictions and other provisions contained in this subsection, regardless of whether subsection or these GTC are specifically referenced when Customer receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades shall be one (1) year from the date of its delivery to Customer. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.
- j) Sartorius shall have no liability for, or any obligations under warranty if any Software or firmware modifications are undertaken by anyone other than Sartorius or its nominees. In addition, Sartorius shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software or firmware to its warranted condition.
- k) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Sartorius able or willing to offer Software, System and installations at the Prices.

20) EQUIPMENT

If Customer is purchasing an Equipment from Sartorius which is to be installed by Sartorius, the following additional provisions shall apply:

- a) Factory Acceptance Tests ("FAT"): Sartorius will notify the Customer in Writing when the Equipment will be ready for testing at Sartorius' premises. Following such

notification, representatives of each party will, at their own expense, attend the Sartorius' premises on a mutually agreed date for the purpose of testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. Once the Equipment has been tested pursuant to this clause 20 a), Sartorius will deliver the Equipment on Customer's Delivery Location, on a mutually agreed date.

- b) Site Acceptance Test ("SAT"): Following completion of the installation and commissioning of the Equipment, representatives of Sartorius and Customer shall at their own expense, attend the Delivery Location on a mutually agreed date for the purpose of commissioning and acceptance testing the Equipment in accordance with the applicable Specifications and the SAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. In addition to any remedies that may be provided under these GTC, Sartorius may terminate this Agreement with immediate effect upon written notice to Customer in case the Customer fails to accept the Equipment as per the provisions of the SAT protocol and such delay continues for ten (10) days after Customer's receipt of written notice.

PART III- TERMS AND CONDITIONS FOR SALE OF SERVICES

If Customer is purchasing Services from Sartorius, the following provisions shall exclusively apply in relation to the sale of Services, and Services only, in addition to the provisions of Part I of these GTC and Specific Terms and Conditions of Services that may specifically apply to a given Service.

21) OBJECT TO BE SERVICED

- a) When the Object to be Serviced has not been purchased from Sartorius, Customer shall inform Sartorius of any Intellectual Property rights concerning the Object to Be Serviced prior to performance of the Services, and Customer shall indemnify Sartorius from any third-party claims concerning any infringement of such Intellectual Property rights.
- b) Customer shall assure that any Objects to Be Serviced within the scope of any Service hereunder does not pose any health hazard to Sartorius's agents or

employees.

- c) Unless otherwise set forth in the Sartorius' Quotation, the standard service hours under the Agreement shall be Monday to Friday, 08:00 to 17:00 local time at Sartorius' premises, excluding public holidays.

22) INSTALLATION SERVICES

- a) If agreed and detailed in the Quotation, Sartorius shall install the Goods, provided all necessary information relative to the installation of the Goods, in particular the location of installation and all drawings and any other relevant details, including all software interfaces, has been agreed between Sartorius and the Customer in good time to enable the installation to commence. The schedule of necessary information to be provided by each Party shall be agreed by the respective project leaders of each Party within one (1) month of the date upon which Sartorius accepts the Customer's order.
- b) Sartorius shall be entitled to vary the Price to cover any special transport, handling, hoisting costs or other costs of installation and to cover storage or other charges arising from delays by the Customer in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and other times necessary for manufacture, modification, supply, dispatch, delivery or installation of the Goods.
- c) In the event the Goods could not be installed to the location of installation within two (2) months after delivery, due to delays in preparing the installation site, Sartorius shall be entitled to invoice the Customer for the Price of the Goods and Services.
- d) In those cases where it has been agreed that Sartorius shall install the Goods, the Customer shall, at its own expense (i) prepare the site; (ii) ensure reasonable working conditions; (iii) provide Sartorius with secure areas for storing materials and installation equipment; (iv) provide proper access to the site; (v) ensure the site is safe and certify the site to be free of chemical and biological hazards; (vi) provide all facilities specified by Sartorius prior to installation, including, without prejudice to the generality of the foregoing, supplying electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, adequate lifting gear and lighting.
- e) When requested by Sartorius, the Customer will complete and provide permits to work and use best endeavors to facilitate access to the site for Sartorius Representatives outside normal working hours where

necessary. Sartorius will use reasonable endeavors, to the extent permissible under Applicable Law to comply with any special site requirements of which it has prior written notice.

- f) Sartorius reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provide as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.
- g) Except where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from and against all claims, losses, damages, penalties and others brought against Sartorius resulting from personal injury or death which arise during installation.

23) SERVICES PERFORMED AT SARTORIUS' FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Sartorius' facilities:

- a) Objects to Be Serviced shall be packed and shipped to Sartorius' facilities by Customer at Customer's sole expense, and Customer shall bear the risk of loss in regard to such shipment to and from Sartorius' facilities. At Customer's request, transportation to and, if necessary, from Sartorius' facilities will be insured against insurable transport risks, e.g., theft, breakage, fire, at Customer's expense. During the time that Service is performed at Sartorius' facilities, no insurance protection is provided by Sartorius. Customer shall ensure that existing insurance coverage is maintained for the Object to Be Serviced, and only upon Customer's express request and at Customer's expense will Sartorius obtain insurance to cover such risks.
- b) Services hereunder shall be considered performed and completed if the Object to Be Serviced has been tested as provided by the Agreement.
- c) In the event that Sartorius is delayed in the performance of any Services as a result of the acts or omissions of Customer and/or its employees, agents or contractors, or if Customer delays the return of the Object to be Serviced following performance and completion of the Services, Sartorius may charge Customer warehouse rent for storage at Sartorius' facilities, or, at Sartorius' discretion, the Object to Be Serviced may be stored elsewhere, and Customer shall bear the costs and the risk of storage at such other

location.

24) SERVICES PERFORMED AT CUSTOMER'S FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Customer's facilities, or such other non-Sartorius facilities as Customer may indicate:

- a) Customer, at its own expense, shall support Sartorius service personnel in performing the Services hereunder, including ensuring that the Objects to Be Serviced are available for servicing at the time of each scheduled preventive maintenance or emergency service call. Sartorius' service personnel will contact Customer to set a mutually agreeable date and time for each such service visit.
- b) Customer shall take all required measures to protect people and objects on the site where the Services are to be performed and shall also inform Sartorius' service personnel of any special safety rules and regulations. Sartorius may charge Customer, at its customary rates, for time incurred by Sartorius' service personnel related to any facilities, policies, safety or training required by Customer, unless the foregoing is expressly included in the Price set forth in the Agreement.
- c) Customer undertakes, at its own expense, to: (i) provide the necessary auxiliary staff in the number and for the time required to perform the Services hereunder, if necessary, and Sartorius shall not assume any liability for said auxiliary staff; (ii) perform all construction, foundation and all scaffolding work, including procurement of the building materials required therefor; (iii) provide the required devices and heavy machinery and/or tools as well as the required materials and items for said equipment; (iv) provide heating, lighting, utilities, water, including the required connections and outlets; (v) provide the necessary dry and lockable rooms for storing the service personnel's tools; (vi) protect the site at which the Services are to be performed and the materials located there from damaging effects of any type, and clean the site at which the Services are to be performed; (vii) provide Sartorius' service personnel with suitable and secure lounge and work areas (with heating, lighting, wash facilities, sanitary facilities) and first aid; and (viii) provide materials and take all action that is necessary to adjust the Object to Be Serviced and to perform contractually agreed testing.

- d) Customer shall ensure that the Services can be started without undue delay upon arrival of Sartorius' service personnel and performed without delay. Insofar as special diagrams or instruction manuals are required for the Object to Be Serviced, Customer shall provide these in due time to Sartorius.
- e) For Services to be performed within the scope of commissioning, Customer shall ensure, in particular, that electrical and mechanical installation of the Object to Be Serviced has been completed as a prerequisite to Sartorius' beginning the Services hereunder, with Customer providing the support set forth hereinabove.
- f) If Customer fails to fulfill any of its obligations in this Section 24, and as a result of such failure, completion of the Services is delayed or Sartorius otherwise is prohibited from performing the Services, then Sartorius shall be entitled to charge Customer, at its customary rates, the costs incurred by Sartorius related to such failure.

25) DEADLINE FOR SERVICES PERFORMANCE

- a) The times indicated as deadlines for the particular Service to be performed under the Agreement are based on estimates and, for this reason, shall not be binding. The Customer may request Sartorius to agree to a binding deadline for performance of the Service(s) hereunder only if the scope of the work and/or Service is exactly defined.
- b) A binding deadline for performance of a Service hereunder shall be considered met if upon expiration thereof the particular Object to Be Serviced is ready to be transferred to the Customer for retrieval, if said Object is to be tested as provided by the Agreement, and/or if the corresponding Service to be performed hereunder has been completed and/or the desired objective of said Service has been achieved.
- c) If additional or extended orders are placed or if Services are additionally required, the agreed deadline for performing the originally ordered Service hereunder shall be extended accordingly.
- d) If any Service to be performed hereunder is delayed in the context of events relating to industrial disputes, in particular strikes and lockouts, or occurrence of circumstances for which Sartorius is not liable, the deadline for performing said Service shall be reasonably extended, insofar as such obstacles are proven to exert significant influence on performance

of any Service hereunder; this shall also apply if such circumstances occur after Sartorius has already defaulted on said performance.

- e) If the Customer specifies a reasonable deadline, taking into account the legal exceptions, for subsequent performance of Service after said delay has occurred and if this new deadline is not met, the Customer shall be entitled within the scope of the legal provisions, to withdraw from the Agreement. Further claims on account of a delay in performance shall be governed exclusively as defined in Clause 25 d) hereof.

26) ACCEPTANCE

- a) The Customer undertakes to accept the Service performed hereunder, whether in the form of repair, maintenance, commissioning service or other defined Service hereunder. If the Service performed does not conform to this Agreement, Sartorius undertakes to eliminate the defect as defined by Section 28 hereunder, provided that this is possible for the particular Service to be performed. This shall not apply if the defect is minor when assessed in the interest of the Customer or is based on a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance.
- b) If acceptance is delayed through no fault of Sartorius, acceptance shall be deemed as having taken place two (2) weeks after Sartorius has notified the Customer of completion of the Service performed hereunder.
- c) Upon acceptance, Sartorius' liability for discernible defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain defect.

27) TERMINATION

Sartorius shall have the right to terminate the Agreement without any liability, if the Service is related to a Software and the Software or any of its versions will be discontinued. In case such discontinuation is notified to the Customer at a time that this Contract has a remaining term of longer than six (6) months, the Customer will get a pro-rate refund.

28) WARRANTIES AND REMEDIES

- a) Sartorius warrants that the Services shall be conducted in a good and workmanlike manner in conformity with industry standards, and any parts supplied as part of the Services shall be in accordance

with Sartorius' Specifications. Should the Customer request more extensive tests, this shall be agreed in writing and the costs for said extensive tests shall be borne by the Customer.

- b) If any failure to conform to the warranty is reported to Sartorius in writing within the Services Warranty Period, Sartorius, upon being satisfied of the existence of such non-conformity, will correct the same by re-performing the Services. If Sartorius is unable to correct such non-conformity by re-performing the Services, Sartorius may return the Price thereof, or, where appropriate, the portion of the Price of the non-conforming Services that Sartorius is unable to correct. The foregoing shall be Customer's sole and exclusive remedies, and the liability of Sartorius hereunder is expressly limited to re-performance of nonconforming Services or the return of the Price thereof, as the case may be. The warranty set forth in this paragraph shall apply also to parts and to any replacement parts.
- c) This warranty shall be in lieu of all other warranties, express or implied, and all other warranties, express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose, are excluded.
- d) This warranty shall also exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear, inadequate maintenance by anyone other than Sartorius, failure to follow equipment operating instructions, excessive or unsuitable use and improper construction and/or assembly work performed by third parties, and any other external effects and causes over which Sartorius had no control or for which Sartorius was not responsible.
- e) Sartorius shall be under no liability under the above warranty if Customer or a third party makes changes or repairs to the Object to Be Serviced hereunder and /or the damage was caused by or attributed to the improper use, negligence, accident or unauthorized service on the Object to Be Serviced by either Customer or any third party (with any authorization to be provided by Sartorius in writing to customer).

29) LIABILITY

- a) If parts of the Object to Be Serviced are damaged through the fault of Sartorius, Sartorius may elect to repair said damage at its own expense or to deliver new replacements. Sartorius' obligation to replace said damaged parts shall be limited to the price at which

the particular Service was agreed. As for the remaining provisions, Clause 2928 c) shall apply accordingly.

- b) If, through Sartorius' fault, the Customer cannot use the Object to Be Serviced as provided by the Agreement, and this non-use results from failure to provide or the provision of deficient suggestions and or advice, either before or after said Agreement is signed, and other collateral obligations of the Agreement – in particular instructions for operation and maintenance of the Object to Be Serviced, the provisions of Clauses 26 and 27 shall apply accordingly, excluding further customer claims.
- c) In the event of damage that is not sustained by the Object to Be Serviced itself, Sartorius shall be liable, irrespective of the legal reason, only (i) in the event of willful intent; (ii) in the event of gross negligence on the part of the legal representative / entities, directors or executive-level employees; (iii) in the event of culpable physical injury death and hazards to life and health; (iv) in the event of defects that it has fraudulently concealed or the absence of which it has guaranteed; (v) to the extent that liability is prescribed by the Product Liability Law applicable under the law governing the Agreement, for personal injury resulting from, or property damage to, privately used objects. In the event of culpable breach of material contractual duties, Sartorius shall also be liable in the event of gross negligence by its non-executive employees and in the event of slight negligence, where the latter case shall be limited to losses that are typically associated with this type of contract and that are reasonably foreseeable. Any further claims shall be excluded.

适用于香港实体的标准货物 和服务销售的条款和条件

第一部分 - 一般条款和条件

1) 本条款的接受、适用范围和结构

- a) 本一般销售条款和条件（“GTC”）适用于赛多利斯实体（“赛多利斯”）提供的附有本条款的报价单（“报价单”）中所列的货物（定义见下文）和服务（定义见下文）的销售。报价单阐明了价格、交付以及任何其他适用的特殊条件。根据并依据本GTC，赛多利斯应提供并且客户（定义见下文）同意购买货物和（如适用）服务，本GTC连同参数（定义见下文）与报价单一起构成“协议”。
- b) 协议构成双方之间的完整约定，并取代所有先前或同期的书面和口头理解、协议、协商、声明和保证以及沟通。本协议优先于客户的任何一般购买条款和条件，无论客户是否或何时提交该等其他条款。履行客户的订单并不构成接受客户的条款和条件，也不用以修改或修订本协议。
- c) 本GTC包含三(3)个部分（分别称为和统称为“部分”）。第一部分包含“一般条款和条件”，适用于所有货物和服务的销售行为。本协议第二部分包含“货物销售条款和条件”，适用于货物的销售行为（视情况而定），对第一节的规定作出补充。本协议第三部分包含“服务销售条款和条件”，适用于服务的销售行为（视情况而定），对第一节的规定作出补充。
- d) 以下任何一项均构成客户无条件接受本GTC：(i)书面确认本GTC；(ii)就本协议项下的货物或服务下达或分配采购订单；(iii)接受本协议项下货物的运输或交付或者服务的提供；(iv)支付任何货物或服务费用；(v)客户下载或安装软件之日；或者(vi)客户采取任何其他行为或表示接受。尽管本协议有任何相反规定，如果双方签署的书面合同涵盖报价单所涉及的货物或服务的销售，则该等合同中的条款和条件与本GTC不一致时，以前者为准。
- e) 本GTC仅适用于商业客户以及商业交易。

- f) 除客户授权代表与赛多利斯之间以书面形式进行约定外，对本GTC所作的任何变更均不具有约束力。

2) 定义

在本GTC中：

“关联公司”是指任何个人或实体直接或间接(i)控制；(ii)被控制或；(iii)与其受共同的母公司控制。就此项定义而言，“控制”是指直接或间接拥有超过百分之五十(50%)的已发行表决权或者有权控制相应实体的政策决定。

“适用法律”是指所有适用的法律、条例、法规、命令、行为准则、研究治理或道德准责、一般制造或实验室实践准则、监管机构的其他要求，以及不时修订的任何出口管制法规和制裁控制计划。

“工作日”是指周六、周日或属于法定节假日的任何日期或者法律或其他政府行为授权或要求银行机构停业的日期以外的任何日期。

“机密信息”是指与另一方及/或其关联公司相关的具有保密性或专属性的任何信息，无论是以书面形式、口头形式、电子形式还是任何其他形式（有形或无形）披露的，包括但不限于其业务、事务、客户、供应商、计划、战略、专有技术、商业秘密或产品（无论是现有的还是开发中的）的任何详细信息。

“消耗品”是指赛多利斯根据本协议提供的一次性用品或消耗品。

“客户”是指接受赛多利斯关于货物或服务销售的报价单或者赛多利斯接受其货物或服务订单的人员或实体。

“交付地点”是指报价单中指定的赛多利斯交付货物的地点。

“设备”是指生物制药、化学、食品和饮料行业以及学术领域的设备，由赛多利斯根据协议提供和安装。

“不可抗力”是指任何一方合理控制之外的任何事件，包括但不限于战争、战争威胁、革命、恐怖主义、暴乱或民众骚乱、罢工、停工或其他劳工行动、封锁或禁运、政府或公共机关采取的行为或限制（包括但不限于就地避难命令）、供水、供电、燃料、运输中断、设备故障、其他可交付成果或服务故障、爆炸、火灾、

辐射、洪水、自然灾害或恶劣气候条件、瘟疫、流行病或天灾。

“货物”是指赛多利斯将根据报价单和本协议应提供的货物（包括货物或其任何零部件的安装），根据上下文要求，可能包括消耗品、设备、仪器、培养基或培养基成分、试剂、质粒、系统和/或软件。

“货物保证期限”是指货物交付到交付地点之日开始到交付日期之后一(1)年的期限；或者如果是消耗品或有效期较短的商品，在以下较早的时间结束：(i)交付日期之后一(1)年；或者(ii)该等消耗品有效期到期（具体日期参见相关货物）。如果交付的货物是赛多利斯或其承包商在客户场所安装的设备，则保证期限从完成安装时开始，但不得晚于交付之后两(2)个月。

“GTC”是指本文件中所列的标准条款和条件（但上下文另有要求的情形除外），包括客户与赛多利斯之间以书面形式约定的任何特殊条款和条件。

“知识产权”是指专利、专利申请、实用新型、设计、发明（定义见下文）、发明披露、商业秘密、专有技术、注册和未注册版权、原创作品、计算机软件程序、源代码、数据库、商标、服务标志、商品名称和商业外观、任何类似专有权利以及与前述任何一项相关的任何许可或用户权利。

“发明”是指任何新的设备、设计、产品、计算机程序、物品、方法、过程或其改进或更改，无论是否可取得专利，受版权保护，根据任何适用集成电路布图设计作品法律受到保护，作为商业秘密受到保护或者根据任何类似法律受到保护。

“培养基或培养基成分”指根据报价单和本协议提供的生物和/或化学培养基成分、蛋白质、微型载体、辅料、保存液以及培养基添加剂。

“服务对象”是指履行服务所针对的任何对象，包括但不限于货物。

“质粒”是指赛多利斯根据相关报价单和本协议提供的任何基因表达系统。

“价格”是指根据报价单确定的货物价格。

“报价单”是指赛多利斯提供给客户的报价单。

“试剂”是指赛多利斯根据相关报价单和本协议提供的任何转导试剂、转染试剂和/或相关小分子和/或缓冲液。

“代表”是指赛多利斯和客户各自的员工、代理人、顾问、高管、分包商和关联公司。

“服务”是指与货物相关的维修、预防性维护、迁移、改造、升级、安装、校准和验证服务以及在前述各项行为中使用的任何备件。

“服务保证期限”是指完成服务之日起九十(90)天结束或赛多利斯在报价单中以书面形式向客户明确的更长期限。

“软件”是指赛多利斯开发以实施指定功能的任何专有软件，但不包括操作系统、联网软件、标准数据库包、标准外围接口软件 and 任何第三方软件。

“参数”是指货物和服务的描述，附于报价单上（如有），或者以书面方式由赛多利斯提供给客户，或者由客户提供给赛多利斯（视情况而定）。

“系统”是指包括赛多利斯根据本协议提供的实物设备在内的货物以及（如适用）软件和报价单中指定的任何其他可交付物。

“有效期”是指客户无条件接受本 GTC 开始到以下较早者的期限：(i)报价单中规定的期限，或者(ii)如果赛多利斯提供软件许可，则为关键代码中规定的期限。

“书面”是指通过信函或电子邮件进行的任何书面交流。

本 GTC 中凡述及某法令的任何规定，应解释为述及该规定在相关时间的修订、重新制定或扩展版本。

本 GTC 中的标题仅为提供方便，不影响其解释。

3) 销售的依据

- a) 根据客户接受的任何赛多利斯书面报价单或者赛多利斯以书面形式接受的任何客户书面订单，赛多利斯应销售且客户应购买货物或服务，在任何一种情形下，均受本 GTC 约束，任何与本 GTC 不一致的客户订单或任何其他条款和条件，未经赛多利斯书面接受，不适用。口头协议只有在赛多利斯以书面形式确认后才生效。
- b) 除赛多利斯以书面形式进行确认外，赛多利斯的员工或代理人无权就货物或服务作出任何声明。在签署协议时，客户确认，其没有依赖未以书面形式进行确认

的任何该等声明，并且放弃就违反任何该等声明提出任何索赔。

- c) 对于赛多利斯或其员工或代理人向客户或其员工或代理人提供的任何货物存储、应用或使用建议，如果赛多利斯没有以书面形式予以确认，遵循或依赖所产生的风险完全由客户自行承担，相应地，赛多利斯对没有以书面形式予以确认的任何建议概不承担责任。与货物或服务相关的营销和其他推广资料仅用于说明，并不构成协议的一部分。客户同意，在提交订单时其并未依赖赛多利斯在协议中明确规定的声明或陈述以外所作的任何声明或陈述。
- d) 任何销售参数、报价单、价格表、报价接受书、发票或赛多利斯发布的其他文件或信息（包括赛多利斯的网站）中如存在任何印刷、书写错误或其他错误或遗漏，赛多利斯应予以纠正，并且不承担任何责任。

4) 订单

- a) 赛多利斯不声明、保证或承诺所有货物随时都可订购，或者在接受订单之前，不声明、保证或承诺能够提供要求的货物数量。
- b) 除赛多利斯书面同意外，客户不可取消赛多利斯已经接受的订单，如果取消，客户应向赛多利斯全额赔偿赛多利斯因为取消产生的所有损失（包括利润损失）、成本（包括所有使用的人工和物料的成本）、损害和费用。

5) 价格

- a) 赛多利斯可以随时更改价格而无需出具任何通知。价格应在报价单中进行规定，或者如果报价单中没有提及时，则应按照赛多利斯接受客户订单时有效的标价来确定。
- b) 除任何报价单的条款项下另有规定外以及除客户与赛多利斯之间另有书面约定外，所有价格均按照 2020 年《国际贸易术语解释通则》中的 CPT 条款执行。客户应负责支付赛多利斯的运输、包装、运费和保险费用，并将被收取与货物相关的任何关税、税费或其他

政府收费（“关税附加费”）。如果在报价发出或接受、交货和向客户开具发票期间货物被加征了额外的税费（包括关税），赛多利斯保留在书面通知客户后增加或修改关税附加费的权利。

- c) 所有价格均不含应由客户另行支付的增值税（或同类销售税）、销售税、预扣税或其他税费（赛多利斯可能需要缴纳的所得税除外）（以下统称为“税费”）。如果协议项下的任何应付金额需要缴纳税费，则客户将应赛多利斯的请求，按照法律规定的现行税率向赛多利斯支付该等额外金额。欧盟内的客户有义务注明其增值税识别号。
- d) 报价单中规定的价格包括人工、差旅和零部件成本及服务工时。协议范围之外的服务或货物的费用，将在发生或交付时按照现行费率单独收费。

6) 付款方式

- a) 根据客户与赛多利斯之间以书面形式约定的任何额外或其他条款，赛多利斯应有权于交付货物或履行服务的同时或在其之后任何时候就货物和服务价格向客户开具发票。
- b) 在以下情况下，报价单中所提供的商品和/服务的价格可能会调整：
 - i. 参数变更或客户要求更改交货日期或变更报价单中所订购的商品或服务的数量时；
 - ii. 客户未能向赛多利斯提供充分或准确的信息或指示，导致赛多利斯产生额外费用；以及/或者
 - iii. 客户未能按照报价单中的要求接收货物或服务，或导致费用增加，包括但不限于，每月相当于货物价格的百分之十（10%）的处理费用，最长不超过两（2）个月，自赛多利斯首次通知客户货物已准备好可供提货或者（视情况而定）赛多利斯准备交付货物之日起计算（“仓储费”）；
 - iv. 原材料成本、生产成本、运输安排（包括加急运输/处理费用）、货币或汇率变动、税费增加或超出原始报价单所述条款的变更。
- c) 如果在赛多利斯首次通知客户货物已准备好可提货或赛多利斯准备交付货物后的两（2）个月内，货物仍由

赛多利斯保管未被客户提取，或客户未按照约定接收货物或服务。赛多利斯有权向客户开具货物和/或服务的发票，以及第 6(b) 条款中规定的费用，并且客户应根据第 6(d) 条款的规定及时支付该笔金额。

d) 客户应在赛多利斯的发票日期后 30 天内以开具发票的金额支付货款，即使没有交付货物或履行服务并且货物的所有权没有转移给客户。

e) 如果客户未能在到期日付款，则在不影响赛多利斯可获得的任何其他权利或补救措施的情况下，赛多利斯有权：(i) 取消协议或暂停进一步向客户交付货物或履行服务；(ii) (在任何判决之前和之后) 按照管辖本协议的法律允许的最高利率，就未支付的金额向客户收取利息，直到全额付款为止。利息按日累积，从付款到期日开始到实际全额付款为止，无论是在判决之前还是之后。

f) 所有款项应按照报价单上的付款方式全额支付，不得作出任何扣减、抵销或反诉。

g) 赛多利斯可要求客户在交付日期之前两(2)周提供一份不可撤销的已确认信用证、一份银行保险或一份银行保函作为付款担保。任何留置权或赛多利斯未确认的、未通过最终法院判决确立的客户反诉不予认可。

h) 赛多利斯没有义务接受任何支票或汇票作为付款方式。该等付款方式必须事先约定是否接受，接受并不视为完全履行义务。任何相关成本由客户承担。支票和汇票的信用凭证将扣除任何成本，赛多利斯收到的金额以承兑/贴现当天获得的实际的金额为准。

7) 责任

a) 在法律允许的最大范围内，对于因为签署协议产生的或与之相关的任何后果性损失或损害（无论是利润损失还是其他损失）、成本、费用或其他后果性索赔（无论是因为赛多利斯、其员工、关联公司或代理人的过失还是其他原因引起的），赛多利斯均不会因为任何声明或任何默示保证、条件或其他条款或任何职责或者根据协议的明示条款向客户承担责任，但本 GTC 中明确规定的情形除外。

b) 赛多利斯没有责任为个别情形中的预期目的正确选择货物，也没有责任将该等货物与其他货物或者客户的其他物品正确关联起来。这由客户或者代表客户关联和安装货物的人员全权负责。将货物进行错误使用和/或不当关联以及与使用所在国家/地区的适用法律不符的使用行为，赛多利斯拒绝承担责任。

c) 赛多利斯对于因为任何不可抗力事件而延迟或未能履行其在协议项下的任何义务不承担责任，也不视为违反协议。

d) 在法律允许的最大范围内，尽管协议中有任何相反规定，赛多利斯在本协议项下的或与本协议相关的累积责任，无论是因为侵权行为（包括过失）、合同或以任何其他方式产生的，不超过以下较低者：i) 客户遭受的实际直接损失；或者 ii) 客户已经就产生该等索赔的货物或服务向赛多利斯支付的金额。

e) 在不影响第 7(i) 条的情况下，对于任何(i)利润或收入损失；(ii)数据或信息系统遗失或损害；(iii)合同或商业机会丧失；(iv)预期利益损失；(v)商誉损失；或者(vi)任何间接、特殊或后果性损失或损害，赛多利斯不对客户承担责任。

f) 任何一方因为另一方违约而导致违反本协议的，不承担违约责任。

g) 对于任何人员因为以下原因直接或间接遭受的任何损害，赛多利斯不承担责任：(i)与非赛多利斯提供的任何其他硬件或软件或其他货物一起运行或使用货物；(ii)客户或任何第三方改造货物或其任何组件，包括但不限于软件；(iii)使用赛多利斯在本协议项下提供的任何第三方软件；以及/或者(iv)应客户请求或根据客户参数打印在货物上的任何单词、描述、商标、设备和其他事项。

h) 赛多利斯交货之后，客户对货物进行使用、改动、增强、改良、进一步加工或与其他产品组合（包括但不限于与第三方产品组合）而涉嫌或实际侵犯第三方知识产权的行为，赛多利斯不承担任何责任，包括但不限于因本协议的明示或暗示条款或其他陈述、暗示的保证、条款或职责。

i) 如果客户向赛多利斯提供定制商品的说明书、参数或

要求，赛多利斯对于因这些定制商品或客户使用定制商品涉嫌或实际侵犯第三方知识产权而产生的任何责任，不应因本协议的明示或暗示条款或其他陈述、暗示的保证、条款或职责而对客户负责。

- j) 如果本协议项下提供的货物是组成系统一部分的货物，则赛多利斯受到对于因为以下原因直接或间接产生的关于损害、罚款、成本和费用（包括合理的律师费）的任何索赔或潜在索赔，客户应向赛多利斯作出赔偿，使其免受损失：(i)制造、使用、销售、分销、营销或商业化利用任何药剂或其他物质或者客户使用系统进行衍生；或者(ii)客户或任何第三方修改系统。
- k) 除赛多利斯或其代表的过失外，客户应使赛多利斯及其代表免受客户代表因为在赛多利斯经营场所期间或者在客户场所与赛多利斯进行合作或协助赛多利斯开展工作（如有）期间产生的人身伤害或死亡而对赛多利斯提出的所有索赔。

8) 终止

- a) 另一方有以下情形的，任何一方可以向另一方送达书面通知，立即终止本协议：(i)严重违反本协议，并且该等违反行为（如果可以补救）没有在收到书面通知后二十(20)个工作日内完成补救；或者(ii)资不抵债或者成为任何破产、资不抵债或清算法律项下的任何诉讼程序的标的，或者因其他原因无法偿付其到期债务；或者(iii)遭遇对其业务有重大不利影响的财产扣押、法院禁令或法院命令；或者(iv)以其债权人作为受益人作出转让（但在持续开展业务的正常过程中根据财务或信贷规定进行转让的情形除外），或者被提出破产请求；或者(v)对其管理层或控制权作出重大变更。
- b) 如果适用本条规定，则在不影响赛多利斯可获得的任何其他权利或补救措施的情况下，赛多利斯有权取消协议或者暂停在协议项下进一步交付货物或履行服务，而不对客户承担任何责任，并且如果已经交付货物以及/或者已经履行服务但没有支付费用，则尽管先前有任何相反约定或安排，价款也应立即到期应付。

9) 赔偿

- a) 对于因以下原因产生的或与之相关的任何和所有成本、损失、费用、损害、索赔、责任或罚金，包括但不限于合理的律师费和诉讼费用，客户同意向赛多利斯作出赔偿，为其提供辩护，并使其免受损失：(i) 对于侵犯任何第三方知识产权或其他专有权利的主张，只要货物是按照客户提供的要求或参数制作或使用的；或者(ii) 根据本协议出售的货物或使用该货物制造的任何产品或物品直接或间接引起的或与之相关的任何和所有实际或声称的人身伤害或死亡，以及任何和所有财产损失或毁坏，或与本协议项下服务的产品、项目或设备有关的索赔，但由赛多利斯故意不当行为或重大过失直接引起或导致的成本、损失、开支、损害、索赔、责任或罚款除外；(iii)客户、其员工或代理人的过失和/或故意；或者(iv)客户和/或其代表在处理或使用商品和/或服务时未能遵守适用法律和/或相关规范。
- b) 对于因为赛多利斯、其员工或代理人的过失和/或故意产生的或与之相关的任何和所有成本、损失、费用、损害、索赔、责任或罚金，包括但不限于合理的律师费和诉讼费用，赛多利斯同意向客户作出赔偿，为其提供辩护，并使其免受损失。

10) 保险

客户应自行承担成本和费用购买综合责任保险，包括产品责任保险、财产毁损保险、公众责任保险、完工责任保险和合同责任保险，保险的保额应为市场上合理的金额。客户还应自行承担成本和费用购买劳工保险和法律要求的任何其他保险，保险的保额应为市场上合理的金额。经赛多利斯书面请求，客户应立即向赛多利斯提供证明购买保险、保险限额以及相应保单到期日期的保险凭证。

11) 合规要求

- a) 客户和赛多利斯应遵守一切适用的国家和国际法律法规。
- b) 客户全权负责遵守与其使用货物有关的任何法律或监管义务。客户全权负责订购和购买符合客户预期用途的适当和相关质量等级的商品和/或服务，赛多利斯对此不承担任何责任。尤其是适用的出口管制条例和制裁计划。

- c) 客户还同意不违反主管当局的任何适用法律法规而出口、再出口或转让任何与赛多利斯开发的软件或技术，或违反主管当局的任何适用法律使用赛多利斯提供的信息、软件或技术。此外，客户不得将赛多利斯提供的任何货物、服务、信息、软件和技术用于核技术或大规模杀伤性武器（核武器、生化武器）及其运输工具中，也不得提供给军方。

货物和服务可能受国际和国内出口限制约束。双方将严格根据相应的法律规定和禁运条例接受和交付订单。接受和执行需获得批准的货物和服务订单，需要相关国家的主管部门出具相应的出口许可证。如果货物和服务需要获得批准，则赛多利斯要求最终用户提供相应的最终用户声明，列出货物和服务的准确用途并包括公司的概要文件。提供货物和服务仅用于民用与和平目的。通过采购订单，客户同意遵守一切适用法律并及时提供一切要求的信息和数据，以获得必要的文件。

- d) 客户明确理解并同意，客户应全权负责 (i) 识别并遵守其行业的所有适用法律，以及 (ii) 采取一切必要措施测试和验证赛多利斯提供的商品。双确认，上述规定适用于可能由使用商品或与使用商品相关的产品，无论其工艺阶段和/或名称（产品、最终或中间产品、材料等）如何。为避免疑问，在适用的情况下，客户应仅将货物用于制造目的，不包括管理或应用货物或体现货物的产品给 (i) 人类，除非该货物由赛多利斯商业化明确直接用于人类或 (ii) 动物，除非根据适用法律和指定用途以及赛多利斯以书面形式给出的指示。
- e) 数据保护：赛多利斯将请求、处理并使用客户的个人数据执行客户的请求、索赔、订单或维修事项并持续维护与客户之间的关系。这些数据活动中的其中一些由 Sartorius Corporate Administration GmbH, Germany、其关联公司或外部服务提供商代表赛多利斯完成。这些公司总部可能设于世界各地，包括欧盟以外的区域。对于涉及个人数据转移的所有情形，赛多利斯将确保遵守数据保护条例。此外，如果赛多利斯目前依法有义务向主管部门披露这些数据，则赛多利斯将进行披露。个人有权访问他们的由赛多利斯处

理的数据，并更新该等数据。根据数据保护法的法规要求，个人还可以要求删除或阻止他们的数据。如需了解更多信息，请参见 <https://www.sartorius.com/en/data-protection> 上发布的赛多利斯数据保护政策。

- f) 反腐败法律、美国《反海外腐败法》和英国《反贿赂法》：客户认可：(a) 赛多利斯可能受《法规大全》第 91 卷第 1495 章等美国 1977 年《反海外腐败法》（“FCPA”）的规定约束；(b) 赛多利斯可能受其他反贿赂和反腐败法律（包括但不限于英国《反贿赂法》及其项下所涵盖的司法管辖区的当地法律）约束。客户进一步认可，其熟悉 FCPA、英国《反贿赂法》以及适用当地反贿赂和反腐败法律的规定，并且不会采取或允许构成违反或导致赛多利斯违反 FCPA、英国《反贿赂法》以及适用当地反贿赂和反腐败法律规定的任何行为。

12) 其他

- a) 本 GTC 项下要求或允许任何一方向另一方发出的任何通知，应采用书面形式，按照注册办公所在地或主要营业地点或者在相关时间根据此规定向发出通知一方告知的其他地址寄送给另一方。
- b) 赛多利斯对客户违反协议的行为不予追究的，不视为对任何后续违反同一规定或违反任何其他规定的行为予以弃权。除非是以书面形式，并由赛多利斯的授权代表签署，否则赛多利斯声称的弃权将是无效的。
- c) 如果本 GTC 的单项规定全部或部分无效，本 GTC 其余规定不受影响。如果协议中发现意外遗漏，也适用此规定。全部或部分无效规定应予以替换，本 GTC 中的意外遗漏，在法律上可行的范围内，应采用最接近合同双方原始意图或者最接近合同双方在知悉相关规定无效或遗漏的情况下根据本 GTC 的含义和目的所确定的本来预期的适当规定予以填补。
- d) 本协议将受香港特别行政区法律管辖并依据其解释。1980 年 4 月 11 日的《联合国国际货物销售合同公约》（维也纳销售公约）不适用。

如果客户位于香港，任何根据本协议产生的争议必须提交给赛多利斯香港公司注册地的法院，并且双方在此同意接受该法院的独家管辖。此外，赛多利斯公司有权自行决定在客户注册地提起索赔诉讼。在提起诉讼后，客户可根据其自身权利，在提起原始诉讼的特定法院提出反诉，或在该法院针对已提起的索赔进行抵消自己的索赔。

如果客户位于香港以外地区，所有因本协议或其有效性产生的争议、争议或索赔，应根据国际商会（ICC）调解和仲裁规则最终解决，而不通过普通法院（除非涉及临时救济）。仲裁地点为赛多利斯公司香港注册地。赛多利斯公司有权自行决定在客户注册办事处所在地提起自己的索赔。仲裁程序应以英语进行。

- e) 各方承诺对任何机密信息保密，不会(i)使用或向任何人员披露另一方的机密信息，但是，其可以向其为履行本协议项下的任何义务需要知悉该等机密信息的任何代表披露该等机密信息，前提是，该方必须确保其收到机密信息的各位代表知悉该等机密信息的保密性，并且同意遵守此条款的规定，就如同是当事方一般；(ii)其可以按照法律、任何法院或政府监管或监督机构或任何其他具有有效管辖权的机构的要求披露任何机密信息。

客户特此承认并同意，赛多利斯在将客户的保密信息归还或销毁后的剩余信息可以进行开发和使用并用于任何目的且不构成对本协议项下的保密义务的违反。剩余信息应指任何无形的信息，包括但不限于赛多利斯代表在审查、评估和测试客户保密信息时保留在其独立记忆中的想法、概念、技术和/或理解。

- f) 未经赛多利斯明确书面同意，不可全部或部分转让订单。
- g) 任何营销、推广或其他宣传资料，无论是书面的还是电子形式的，只要提及赛多利斯、其关联公司、其货物或服务或本 GTC，在使用或发布之前，必须由赛多利斯批准。

- h) 赛多利斯或其关联公司系某些专有品牌名称、商标、商品名称、徽标和其他知识产权的所有者。除赛多利斯另行明确允许外，不允许使用赛多利斯或其关联公司的品牌名称、商标、商品名称、徽标或其他知识产权，也不允许采用、使用或注册与赛多利斯或其关联公司任何品牌名称、商标、商品名称、徽标或其他知识产权太过相似的任何单词、短语或符号，以致引起混淆或不确定性或者以任何方式对其造成损害或侵权或者默示赛多利斯认第三方的产品或服务。

- i) 本协议中的任何内容均不视为在双方之间构成合作关系，也不应视为让任何一方为任何目的成为另一方的代理人。此外，各方应对其自身的行为、声明、参与、履行、产品（如果是赛多利斯，受本 GTC 中关于货物和服务的其他条款约束）和人员全权负责。

- j) 本文件中的任何内容均无意形成第三方针对赛多利斯可行使的任何权利。

第二部分 - 货物销售条款和条件

如果客户向赛多利斯购买货物，则以下规定仅适用于货物的销售以及货物本身，对本 GTC 第一部分的规定作出补充：

13) 参数

- a) 客户应向赛多利斯负责确保客户提交的任何订单（包括任何适用参数）的条款（“客户参数”）准确无误，并在充足的时间内向赛多利斯提供与货物相关的任何必要信息，以便赛多利斯能够根据协议条款履行协议。
- b) 货物的数量、质量和描述以及任何参数应在赛多利斯的报价单中列出。
- c) 如果赛多利斯根据客户提交的客户参数或客户要求的流程制造货物，则对于因为赛多利斯使用客户参数导致的任何第三方的知识产权侵权索赔而产生的或者赛多利斯在解决该等索赔中支付的或同意支付的所有损失、损害、成本和费用，客户应向赛多利斯作出赔偿。

- d) 赛多利斯有权(i)对参数或者(如适用)需要符合任何适用安全或其他法定要求的客户货物参数作出变更; 以及/或者(ii)在按照赛多利斯参数提供货物的情况下, 对已经实施的订单项下提供的货物组件、功能或性能特点作出变更, 但是, 货物应继续在所有重要方面符合下达订单时有效的参数或客户参数。

14) 交付

- a) 货物将于报价单中指定的日期当天或之前交付到交付地点。赛多利斯将在获悉可能出现延迟交付后尽快以书面形式告知客户, 并且如果可能, 会提供修订后的估计信息。货物可以分批交付。延迟交付或者任何批次存在缺陷, 客户不得取消任何其他批次或订单。除双方另行约定外, 由客户处置包装材料, 费用由客户承担。
- b) 赛多利斯将尽合理努力满足交付日期, 但该等日期仅为大概日期, 交付时间并不重要, 赛多利斯不对因任何原因引起的货物交付延迟承担责任。赛多利斯在向客户发出合理的通知后, 可于报价所列的交付日期之前交付货物。
- c) 客户认可, 如果订购货物的数量发生变化, 至多超过或低于订购数量的百分之十(10%), 不视为赛多利斯未能提供订购的货物, 但是, 赛多利斯只能就实际交付的数量向客户开具发票, 且客户仅有义务就实际交付的数量支付费用。
- d) 如果赛多利斯因为其合理控制之外的任何原因或客户过错以外的任何原因完全不能交付货物, 并且赛多利斯相应地对客户承担责任, 则赛多利斯的责任应仅限于其未能交付之货物的价格。

15) 风险和财产

- a) 货物损害或损失风险会在以下时间转移给客户: (i)如果是在赛多利斯经营场所提货, 则在赛多利斯告知客户可以提取货物时; 或者(ii)如果是在赛多利斯经营场所之外交付货物, 则在交付时, 或者如果客户未能提取货物, 则在赛多利斯发起货物交付时。

- b) 尽管货物已经交付且风险已经转移或者本 GTC 中有任何其他规定, 在赛多利斯收到货物全款之前, 货物的所有权不会转移给客户。

- c) 在货物的所有权转移给客户之前, 客户应作为赛多利斯的受托代理人 and 受托人持有货物, 将货物与客户和第三方的货物分开保存, 对货物进行妥善存储、保护并投保, 将货物标识为赛多利斯的财产, 对货物采取所有合理的关注, 按照货物的交付状况保存货物, 在其发生资不抵债事件后立即告知赛多利斯, 在赛多利斯发出合理通知后允许赛多利斯于客户的正常营业时间内检查货物, 并向赛多利斯提供赛多利斯可能不时请求的货物相关信息。在客户知悉或本应合理知悉已经或可能发生资不抵债事件之前, 客户有权在其正常业务过程中转售或使用货物, 但应向赛多利斯说明货物的销售或其他收入, 无论是有形的还是无形的, 包括保险赔偿金, 并且应将所有该等收入与客户和第三方的任何资金或财产分开, 如果是有形收入, 则应当予以妥善保存、保护并投保。如果客户根据前述规定转售货物, 则在转售之前, 所有权立即转移给客户。如果在货物的所有权转移给客户之前任何时候, 客户告知赛多利斯或者赛多利斯合理认为, 客户已经或可能发生资不抵债事件, 则赛多利斯可以(i)要求客户归还货物(如果赛多利斯请求, 费用由客户承担); 以及/或者(ii)在客户未能立即归还货物的情况下, 进入存储货物的任何经营场所, 自行取回货物。

- d) 在货物的所有权转移给客户之前(如果仍有货物且没有被转售), 赛多利斯有权在任何时候要求客户向赛多利斯归还货物, 并且, 如果客户未能立即交付, 赛多利斯有权进入存储货物的客户场地或任何第三方的任何经营场所, 自行取回货物。

- e) 客户无权抵押或通过担保的方式质押归赛多利斯所有的任何货物, 但如果客户这么做, 则其欠赛多利斯的所有资金应立即到期应付(不影响赛多利斯的任何其他权利或补救措施)。

16) 保证和补救措施

- a) 根据本协议中所列的条件, 赛多利斯向客户提供有限保证, 货物在交付时符合其参数, 并且在货物保证期

限内不含材料和工艺缺陷。对于不符合本第 16(a)条的货物，赛多利斯可以选择进行维修、更换或退款，但是，(i)如果在实物检查中发现缺陷，客户应在货物到达交付地点起不晚于五(5)个工作日向赛多利斯送达书面通知或根据适用法律客户已知或应知该等缺陷；或者(ii)如果是潜在缺陷，客户将在货物到达交付地点后合理期限内向赛多利斯送达书面通知，告知部分或全部货物不符合本第 16(a)条的规定，充分、详细地列出缺陷的性质和范围。如果客户未在上述期限内告知赛多利斯货物不符合本第 16(a)条，则视为接受货物。客户将遵守赛多利是不定时通知给客户的任何退货政策，包括退货流程和退货时间。

同样，根据本文规定的条件，赛多利斯向客户提供有限的保证，即试剂和质粒在货物保证期限内是稳定的，但双方确认，当试剂和/或质粒混合形成化合物时，试剂和/或质粒的稳定性可能会发生变化。

b) 赛多利斯按照以下条件提供上述保证：(i)对于货物中因为客户提供的任何图纸、设计或客户参数产生的任何缺陷，赛多利斯概不承担责任；(ii)对于因为正常磨损、意外事件、灾难、不可抗力事件、不当使用、故障或者故意损害、过失、异常工作条件、能源危机、电力故障、未能遵守赛多利斯关于货物存储、处理、使用、过期、安装、调试、维护的说明、退货、处置（无论是口头的还是书面的）或关于货物存储、安装、调试、使用或维护的良好实践、未经赛多利斯批准误用或更改或维修货物产生的任何缺陷，赛多利斯概不承担责任；(iii)如果没有在付款到期日之前支付货物的总价，赛多利斯有权拒绝承担上述保证责任；(iv)上述保证不适用于非赛多利斯制造的零部件或材料，对此，客户仅有权获得制造商向赛多利斯提供的任何该等保证或担保；(v)如果客户在告知赛多利斯任何货物不符合本协议第 16(a)条后使用该等货物，赛多利斯有权拒绝对上述保证（或任何其他保证、条件或担保）承担责任；(vi)一旦试剂和/或质粒被掺入另一种产品或混合构成化合物，赛多利斯对其有效性不承担任何责任；(vii)如果因为货物的风险转移给客户之后发生的损害或损失导致货物未能符合本第 16(a)条，赛多利斯有权拒绝对上述保证（或任何其他保证、条件或担保）承担责任。由赛多利斯之外的任何其他人进行的，未经赛多利斯事先书面批准的货物的安装、维护、

修理、服务、搬迁或改动，或对货物进行任何其他改动行为，或者使用并非由赛多利斯提供的零件，或者将货物用于 BSL 3/4 级别的环境，与该等货物相关的所有保证都将立即自动失效。在以下情况下，赛多利斯也可取消该货物的保证：若客户将货物运送至赛多利斯发货地国家之外。

该保证仅适用于报价单中指定的客户，客户无权转让该保证。除了在第 16(a)条明确规定的保证外，赛多利斯对货物和服务不提供任何明示或暗示、口头或书面的保证，在交易过程中、履行过程中、使用或贸易或其他方面都不提供保证，包括但不限于以下任何保证：(I) 适销性保证；或者 (II) 特定用途适用性保证。

- c) 本保证是排他性的保证，是赛多利斯对货物和服务的唯一义务，所有其他根据法律或法规暗示的保证、条件或其他条款均在法律允许的最大范围内被排除。赛多利斯对货物、服务或其任何部分不承担其他义务，无论是基于合同、侵权、严格责任或其他原因。第 9(b)条列明的救济措施将是客户的唯一救济办法。。
- d) 如果客户违反其义务，包括但不限于在本协议项下的付款义务，则在任何情况下，客户将无权提出保证索赔。

17) 知识产权

- a) 尽管本协议有任何其他规定或者本协议终止或到期，赛多利斯应拥有截至报价日期时已有的或控制的所有知识产权以及赛多利斯在书面确认订单之后开发的所有知识产权中的所有权利、所有权和权益，前提是，其没有完全依赖或实质上使用：(i)客户的机密信息；或者(ii)客户拥有的知识产权。除本协议中另有明确相反规定外，本 GTC 不向客户转移、转让、出租或许可或以其他方式向客户提供赛多利斯拥有的任何知识产权中的任何权利或权益。与货物相关的版权或知识产权或者与任何技术相关的任何其他专有权利，包括赛多利斯拥有的任何发明，应由赛多利斯自行决定并承担费用进行申请和维护。客户不得以如下方式使用货物：(i) 将货物的知识产权授予第三方；或者 (ii) 创建合同性、法律性或监管性义务，要求披露赛多利斯向客户销售货物的情况。

b) 如果货物或其任何部分成为或者经赛多利斯认为有可能成为任何侵权索赔的标的，则客户应允许赛多利斯选择并承担费用，要么(i)为客户获得继续使用的权利；要么(ii)替换或修改货物（或其受影响的零部件或元件），使其不再侵权，但是，该等替换和/或修改不得对货物的功能或效率造成重大影响。赛多利斯在本条项下的义务，不适用于客户根据协议或赛多利斯说明以外的规定修改或使用的货物。对于赛多利斯就因为该等修改或使用产生的任何索赔所产生的所有损失、损害、责任、成本和费用，客户应向赛多利斯作出赔偿。

c) 关于货物上所贴或包含的商标，将根据本协议以及不时向客户提供的赛多利斯（或许可方）品牌指南（如有）进行使用，所有与商标使用相关的商誉，归赛多利斯（或其许可方）所有，应赛多利斯请求，客户将自行承担成本，签署所有文件并采取向赛多利斯或赛多利斯许可方（视情况而定）转让该等商誉所需的所有行为。客户承诺不会申请注册或实际注册相同的商标或者相似从而引起混淆的标志，或者促使或协助其他人进行申请或注册，并且除赛多利斯以书面形式授权外，客户不会更改或从货物中删除该等商标。

18) 使用限制

- a) 客户不得将货物及相关文件用于人体体外诊断应用除非赛多利斯明确做出约定。此外，客户只能按照赛多利斯的说明书（包括附在货物包装上的标识）使用货物，包括货物的储存、处理、使用、有效期、安装、调试、维护、退货或处置货物，并且(ii)在赛多利斯货物包装上标示的有效期内使用或遵照其他书面说明。
- b) 客户不得，并且不得允许任何第三方：
 - i. 超出客户与赛多利斯协商的使用领域或允许使用的范围（“允许的用途”）使用培养基或培养基成分、质粒或试剂，而且如果客户未指定使用领域或允许使用的范围，或未与赛多利斯协商一致，赛多利斯保留在确定允许的用途时终止供应；

- ii. 将培养基或培养基成分转让给任何第三方或允许第三方接触到任何数量，除非将培养基或培养基成分纳入赛多利斯知晓的并且按照允许的用途生产的材料整体销售；或者
- iii. 未经赛多利斯事先书面同意，分析、试图修改、拆除、组装、反向编译、反向工程或以其他方式寻求确定培养基或培养基成分或质粒或试剂样品的结构、序列、配方或组成。对于现成质粒的具体情况，除上述规定外，不得明示或暗示扩增、复制和/或复制所述现成质粒。

19) 系统和软件

如果客户获得赛多利斯使用软件的许可，包括在购买任何货物时许可的软件以及购买的货物中嵌入、加载或所涉及的任何和其他软件或硬件，应适用以下额外规定：

- a) 赛多利斯授予客户在使用赛多利斯产品时对于赛多利斯向客户提供的可读计算机媒体上的软件副本一项非排他性权利和软件许可。
- b) 软件和相关版权归赛多利斯、赛多利斯关联公司和/或赛多利斯及其关联公司的某些供应商所有，一般或单独的版权中软件的所有权不会因为客户使用软件而转移给客户。未经赛多利斯书面允许，本协议中授予的许可权利不可转移给其他当事方。
- c) 软件受相应的国内版权法律和国际条约保护，客户不得进行复制或允许对其进行复制，但客户有权(i)制作其根据软件的预期目的使用软件（包括错误纠正）所需的副本，(ii)复制软件用于备份或存档目的并在计算机出现故障时将软件转移到备份计算机，或者(iii)在开展其有权开展的软件加载、展示、运行、传输或存储行为的过程中，观察、研究或测试软件的运行情况，以确定支撑软件任何要素的理念和逻辑。
- d) 客户(i) 除与购买的货物一起使用外，不得使用软件，或者不得将软件用于其应用范围之外的任何目的，(ii) 不得促使或允许对软件实施逆向工程、反汇编、反编译、修改或改编或者将软件与任何其他软件进行组合，但为获得实现软件与其他程序的互操作性所需的信息

必须采取前述行为的情形除外，前提是实现互操作性所需的信息先前并非客户可随时获得，(iii)不得违反任何适用进出口管制条例将软件转移到任何国家/地区。客户承诺未经赛多利斯事先书面同意，不会移除制造商的标志，尤其是版权声明，也不会对其作出变更。软件和文件（包括其副本）中的所有其他权利归赛多利斯所有。客户无权对软件进行再许可。

- e) 客户进一步理解，其对软件的使用受赛多利斯提供的任何第三方许可协议或声明的条款以及软件中所含软件或硬件的任何其他第三方所有者或提供商的权利约束，客户应遵守赛多利斯事先提供的该等第三方许可协议的条款及相关权利。
- f) 软件适用第 16 节中规定的适用于系统的有限保证，不适用任何其他明示或默示保证。
- g) 赛多利斯对软件或硬件运行不会中断或没有错误或者软件或硬件中所含的功能将满足约定参数之外的用途不作任何明示或默示声明或保证。对于货物保证期限内作出的软件或硬件纠正，其保证期限为自赛多利斯发货之日起三(3)个月或者到货物保证期限到期为止（以期限较长者为准）。
- h) 未能遵守本小节的任何条款，将终止客户使用软件的权利。在终止该等权利之后，客户必须向赛多利斯返还赛多利斯提供的磁盘以及相关的任何副本。
- i) 客户之后可从赛多利斯或赛多利斯关联公司处获得的任何软件替换、修复或升级服务，在提供时应受本小节中所含的相同限制和其他规定约束，无论客户在获得该等替换、修复或升级服务时是否明确提及本小节或本 GTC，但使用明确通过其条款替代本 GTC 的单独许可协议提供该等替换、修复或升级服务的情形除外。任何升级的质保期限为自交付给客户之日起一(1)年。任何该等替换、修复或升级服务的价格和付款方式以提供时的约定为准。
- j) 如果由赛多利斯或其指定代表以外的任何人进行任何软件或硬件修改，则赛多利斯不会根据保证承担任何责任或义务。此外，赛多利斯应收取截至发现任何该等修改时所产生的任何成本和费用，并且对将软件或

硬件恢复到保证状况所需的所有后续纠正工作收取费用。

- k) 客户认可，只有参考和根据前述限制，赛多利斯才能够或愿意按照价格提供软件、系统和安装。

20) 设备

如果客户向赛多利斯购买由赛多利斯安装的设备，应适用以下额外规定：

- a) 工厂验收测试（“FAT”）：当设备准备好用于在赛多利斯的经营场所开展测试时，赛多利斯将以书面形式告知客户。通知之后，各方代表将自行承担费用，在一致约定的日期前往赛多利斯的经营场所，以便根据赛多利斯提供且经客户批准的相关参数和 FAT 方案对设备进行测试。赛多利斯将向客户提供认证后的测试结果报告。一旦根据本第 20 a)条对设备进行测试，赛多利斯将在一致约定的日期将设备交付至客户的交付地点。
- b) 现场验收测试（“SAT”）：完成设备安装和调试之后，赛多利斯和客户的代表将自行承担费用，在一致约定的日期前往交付地点，以便根据赛多利斯提供且经客户批准的相关参数和 SAT 方案对设备进行调试和验收测试。赛多利斯将向客户提供认证后的测试结果报告。除在本 GTC 项下可能提供的任何补救措施外，如果客户未能根据 SAT 方案的规定对设备进行验收并且该等延迟在客户收到书面通知后持续十(10)天，赛多利斯可在书面通知客户后终止本协议，终止立即生效。

第三部分 - 服务销售条款和条件

如果客户向赛多利斯购买服务，则以下规定仅适用于服务销售以及服务本身，对本 GTC 第一部分的规定及可能特别适用于特定服务的特定服务条款和条件之外作出补充。

21) 服务对象

- a) 尚未向赛多利斯购买服务对象时，客户应在服务履行之前向赛多利斯告知与服务对象相关的任何知识产权，

并且如有第三方就涉及侵犯此类知识产权向赛多利斯提出索赔，客户应承担相关责任。

- b) 客户应确保本协议项下任何服务范围内的任何服务对象不会对赛多利斯的代理人或员工产生任何健康危害。
- c) 除赛多利斯的报价单中另有规定外，本协议项下的标准服务时间为提供服务的赛多利斯实体所在地时间的周一至周五早上 8:00 至下午 17:00，不含公共节假日。

22) 安装服务

- a) 如果在报价单中有约定和详细说明，赛多利斯应安装货物，前提是赛多利斯与客户已经及时约定与货物安装相关的所有必要信息，尤其是安装地点以及所有图纸和任何其他相关详细信息，包括所有软件接口，以便开始安装。各方提供的必要信息表应由各方相应的项目负责人在赛多利斯接受客户订单后一(1)个月内进行约定。
- b) 赛多利斯有权更改价格，以涵盖任何特殊运输、处理、吊装成本或其他安装成本，并涵盖因客户延迟准备安装场所或提供制造、修改、分发、交付或安装货物所需的正确完整信息、说明、许可、同意和其他时间所引起的存储费用或其他费用。
- c) 如果因为客户延迟准备安装场所而无法在交付后两(2)个月内将货物安装到安装地点，则赛多利斯有权就货物和服务的价格向客户开具发票。
- d) 在双方已约定由赛多利斯安装货物的情况下，客户应自费(i)准备场所；(ii)确保提供合理的工作条件；(iii)向赛多利斯提供存储材料和安装设备的安全区域；(iv)提供进入场所的适当许可；(v)确保场所安全，并证明场所不含化学和生物危害；(vi)在安装之前提供赛多利斯指定的所有设施，在不损害前述规定的一般性的情况下，包括提供水电气、压缩空气、数据网络、环境控制、通风系统、充足的起重装置和照明设备。
- e) 经赛多利斯请求，客户将取得并提供工作许可证，并在必要的情况下尽最大努力方便赛多利斯代表于正常

工作时间之外进入场所。赛多利斯将在适用法律允许的范围内，尽合理努力遵守其事先通过书面通知收到的任何特殊场所要求。

- f) 如果赛多利斯认为场所和/或进入许可并非按照上述规定准备或提供，则赛多利斯有权拒绝安装货物，并且对于因此产生的任何损失、损害或额外费用概不承担责任。
- g) 除赛多利斯或其代表存在过失外，对于因为安装期间出现的人身伤害或死亡而向赛多利斯主张的所有索赔、损失、损害、罚款等，客户应使赛多利斯及其代表免受损失。

23) 在赛多利斯场所的服务

对于在赛多利斯场所的所有服务对象，适用以下规定：

- a) 服务对象应由客户包装并运输到赛多利斯场所，费用由客户独自承担，并且客户应承担往返赛多利斯场所的运输过程中发生损失的风险。应客户要求，往返（如有必要）赛多利斯场所的运输将投保可保运输风险，例如盗窃、破损、火灾，费用由客户承担。在赛多利斯场所履行服务期间，赛多利斯不提供保险保障。客户应确保对服务对象投保现有的保险，并且只有经客户明确请求并在客户承担费用的情况下，赛多利斯才会获得涵盖该等风险的保险。
- b) 如果已经按照协议的规定测试服务对象，则视为已经履行并完成本协议项下的服务。
- c) 如果因为客户及/或其员工、代理人或承包商的作为或不作为导致赛多利斯延迟履行任何服务或者如果客户在服务履行和完成后延迟退还服务对象，则赛多利斯可向客户收取在赛多利斯场所进行存储的仓库租金或者经赛多利斯决定，可以将服务对象存储于别处，并且客户应承担在该等其他地点存储产生的成本和风险。

24) 在客户场所履行的服务

对于在客户场所或客户指定的其他非赛多利斯场所服务的所有对象，适用以下规定：

- a) 客户应支付赛多利斯服务人员履行本协议项下的服务而产生的费用，包括确保在每次预定的预防性维护或应急服务通知时，服务对象可供进行相应服务。赛多利斯的服务人员将联系客户约定每次服务造访日期和时间。
- b) 客户应采取一切必要的措施保护履行服务所在场所中的人员和对象，并且还应向赛多利斯的服务人员告知任何特殊安全规章制度。赛多利斯可按照常规费率，对赛多利斯服务人员就客户要求的任何设施、政策、安全或培训产生的时间向客户收取费用，但协议中规定的价格明确包含前述各项的情形除外。
- c) 客户承诺自费：(i)在必要的情况下，按照履行本协议项下的服务所需的数量和时间提供必要的辅助工作人员，赛多利斯不对所述辅助工作人员承担任何责任；(ii)开展所有施工、基础和脚手架工作，包括采购所有需要的建筑材料；(iii)提供所需的设备及重型机械和/或工具以及所述设备所需的材料和物品；(iv)提供暖气设备、照明设备、公共事业设备、水，包括所需的连接和电源插座；(v)提供用于存储服务人员工具的必要干燥、可上锁的房间；(vi)保护履行服务的场所及其中放置的材料，使其不受各种类型的损坏，并对履行服务的场所进行清洁；(vii)向赛多利斯的服务人员提供合适、安全的休息室和工作区域（含暖气设备、照明设备、清洗设施、卫生设施）并提供急救护理；(viii)提供材料并采取调整服务对象和开展合同约定的测试所需的所有措施。
- d) 客户应确保在赛多利斯的服务人员到达之后能够启动服务，不得无故拖延，并且能够及时履行服务。如果服务对象需要特殊示意图或说明书，客户应适时向赛多利斯提供。
- e) 对于在调试范围之内履行的服务，客户尤其应确保已完成服务对象的电气和机械安装，以此作为赛多利斯启动本协议项下的服务的前提条件，同时，客户应提供上文规定的支持。
- f) 如果客户未能履行本第 24 节中规定的任何义务，因此导致完成服务的时间延迟或者赛多利斯遭禁止履行服

务，则赛多利斯有权按照常规费率向客户收取赛多利斯产生的相关成本。

25) 履行服务的截止日期

- a) 表示为协议项下履行特定服务的截止日期的时间为预估的，因此不具约束力。只有明确工作和/或服务的范围后，客户才可以请求赛多利斯约定本协议项下履行服务的具有约束力的截止日期。
- b) 履行本协议项下的服务在以下情形下视为完成：在该截止日期到期后，特定服务对象已准备好，可以转移给客户用于检索；将按照本协议的规定对所述对象进行测试；以及/或者本协议项下履行的相应服务已经完成及/或所述服务的预期目标已经实现。
- c) 如果下达额外订单或扩展订单或者如果需要额外服务，则履行本协议项下初始订购服务的约定截止日期应相应延长。
- d) 如果在发生与行业纠纷相关的事件（尤其是罢工和停工）或者发生不由赛多利斯负责的情形后，本协议项下任何服务的履行遭到延迟，则只要经证明，该等障碍对本协议项下任何服务的履行造成了重大影响，履行所述服务的截止日期就应合理延长；如果该等情形在赛多利斯违约之后发生，同样适用此规定。
- e) 发生所述延迟之后如客户对赛多利斯后续服务履行指定新的合理的截止日期，并且新的截止日期没有得到满足，除法律另有规定，则客户有权在法律规定的范围内退出协议。因为履行延迟提出的其他索赔仅适用本协议第 25 d)条中的规定。

26) 验收

- a) 客户承诺接受本协议项下履行的服务，无论是以维修、维护、调试服务形式还是本协议项下定义的其他服务形式履行的。如果履行的服务不符合本协议规定，则赛多利斯承诺消除本协议第 28 节定义的缺陷，前提是履行特定服务是可能的。如果在以客户的利益进行评估时发现缺陷较小或者缺陷是基于由客户原因造成

的，则不适用此规定。如果缺陷较小，客户不得拒收。

- b) 如果并非因为赛多利斯的过错而延迟验收，则在赛多利斯告知客户已完成本协议项下履行的服务之后两周视为已经验收合格。
- c) 验收之后，只要客户未针对特定缺陷提出索赔，赛多利斯对该缺陷不承担责任。

27) 终止

如果服务与某一软件有关，且该软件或其任何版本将被终止，则赛多利斯有权终止本协议而不承担任何责任。如果在本协议剩余期限超过六（6）个月时通知客户终止合同，客户将获得按比例退款。

28) 保证和补救措施

- a) 赛多利斯保证，应按照行业标准，以良好、娴熟的方式履行服务，并且作为服务一部分提供的任何零部件，应符合赛多利斯的参数。如果客户请求开展更多的检测，则应以书面形式进行约定，并且成本由客户承担。
- b) 如果在服务保证期限内以书面形式向赛多利斯报告不符合保证的情况，则在证明确实存在不符合的情况之后，赛多利斯将通过重新履行服务进行纠正。如果赛多利斯不能通过重新履行服务纠正不符合的情况，则赛多利斯可退还不合格服务的价款或者视具体情况，退还不合格服务中赛多利斯无法纠正部分的价款。前述规定应为客户的唯一和排他性补救措施，赛多利斯在本协议项下的责任明确限于重新履行不合格服务或者退还其价款（视情况而定）。本段中规定的保证同样适用于零部件或任何替换件。
- c) 此保证代替所有其他明示或默示保证，明确排除所有其他明示或默示保证，包括但不限于有关适销性和适合特定用途的保证。
- d) 此保证还排除使用过的货物、使用过的备件、因为自然磨损、赛多利斯以外的任何人开展不当维护、未能遵守设备操作说明、过度和不恰当使用及第三方开展的不当施工和/或组装工作产生的损害，以及不受赛多

利斯控制或不由赛多利斯负责的任何其他外部影响和原因。

- e) 如果客户或第三方未经赛多利斯事先书面同意对本协议项下的服务对象进行了更改或维修，或损坏是由于使用不当、疏忽或其他原因造成的，则赛多利斯不承担上述保修责任。

29) 责任

- a) 如果服务对象的零部件因为赛多利斯的过错损坏，则赛多利斯可以选择自费维修所述损坏件或者交付新的替换件。赛多利斯替换所述受损零部件的义务应仅限于特定服务的约定价格。对于其余规定，相应适用第 29 c) 条。
- b) 如果因为赛多利斯的过错，客户无法按照协议的规定使用服务对象，并且不能使用的原因在于签署所述协议之前或之后未能提供建议或者提供的建议有缺陷以及出于协议的其他随附义务，尤其是服务对象的操作和维护说明，则第 26 条和第 27 条的规定应相应适用，排除其他客户索赔。
- c) 如果服务对象的损坏并非是由于自身缺陷造成，则赛多利斯只有在以下情形下才承担责任，而不论法律原因：(i) 存在故意的；(ii) 法定代表/实体、董事或管理层的员工出现重大过失的；(iii) 发生可归咎于赛多利斯的人身伤害、死亡以及生命健康危害的；(iv) 出现欺诈性隐瞒的缺陷的或违反担保的缺陷的；(v) 根据协议适用法律项下适用的产品责任法规定对人身伤害或财产损毁承担责任的。在严重违反合同义务的情况下，如果赛多利斯非管理层员工有重大过失或轻微过失，赛多利斯应承担责任，但后者应仅限于与此类合同相关且可合理预见的损失。并排除任何进一步的索赔。