

ROTORK GENERAL CONDITIONS OF SALE (“GCS”)

罗托克通用销售条款 (“GCS”)

REPAIR AND OVERHAUL SERVICES

维修及大检修服务

1. Interpretation 释义

The definitions and rules of interpretation set out in Schedule 1 apply to these GCS.

本 GCS 的定义和解释规则参见附件 1。

2. Applicable Terms 适用条款

2.1 The Contract shall comprise of the following and, in the event of conflict between any of the following, the document mentioned first shall take priority:

合同应由以下内容构成，如文件之间有冲突，应按以下顺序优先适用：

- (a) any terms expressly set out (not referenced) in the Acknowledgement or any Additional Work Quotation; 确认书或额外工作报价中列明（非引用）的条款；
- (b) subject to clause 2.2 below, those terms expressly set out (not referenced) in the Purchase Order that either describe the Work or are specific to the Work; 除了下文第 2.2 条的情况，采购订单中形容或是针对工作而列明（非引用）的条款；
- (c) these GCS; 本 GCS；
- (d) any other terms referenced in the Acknowledgement (not including the Purchase Order itself); 确认书（不包括采购订单本身）中引用的其他条款；
- (e) any other terms set out or referenced in Rotork’s quotation (provided (and to the extent that) such quotation is referenced in either the Acknowledgement or the Purchase Order); and 罗托克报价中列明或引用的其他条款（前提是该报价在确认书或采购订单中被引用[且仅限此范围]）；以及
- (f) subject to clause 2.2 below, any other terms referenced in the Purchase Order. 除了下文第 2.2 条的情况，采购订单中引用的其他条款。

2.2 Any general terms and conditions or back of order terms that are set out or referenced in the Purchase Order and are either: not specific to the Work to be supplied by Rotork; or are routinely incorporated in all (or substantially all) the Customer’s purchase orders with its suppliers, are excluded in full and will have no effect.

如果采购订单中规定或引用的通用条款或订单背面条款与罗托克将提供的工作无关，或属于该客户与其供应商之间的所有（或绝大多数）采购订单中的常规规定，则该等条款完全被排除适用且没有效力。

3. On-Site Inspection and Quotation for Additional Work 现场检查 and 额外工作报价

3.1 Subject to clause 5.1 and unless otherwise provided for in the Acknowledgement, Rotork will carry out an On-Site Inspection on the date set out in the Acknowledgement and, following such an On-Site Inspection, will:

在符合第 5.1 条的情况下，除非确认书另有规定，罗托克应在确认书中列明的日期进行现场检查，现场检查完后应：

- (a) report the findings of the On-Site Inspection to the Customer; and 向客户报告现场检查的结果；以及
- (b) use all reasonable endeavours to complete the Work On-Site on the date of the On-Site Inspection, minimising any disruption to the Customer’s operations where practical. 尽一切合理努力在现场检查当天完成现场工作，尽可能减少对客户运营的干扰。

3.2 If Rotork is not able to complete the Work On-Site during the date of the On-Site Inspection and/or within the Spares Contingency, Rotork will submit an Additional Work Quotation to the Customer with the following information, as applicable:

如果罗托克在现场检查当天无法完成现场工作或所需部件超出备件备用金的配额，罗托克将向客户提交一份额外工作报价，包含以下信息（如适用）：

- (a) the price for any suggested or recommended Additional Work, including the price for any New Parts; 建议额外工作的价格，包括新部件的价格；
- (b) the estimated lead time for the delivery of the New Parts; 新部件的预计交付时间；
- (c) the estimated time required to carry out the Additional Work; 额外工作所需的预估时间；
- (d) whether the Additional Work will be carried out On-Site or Off-Site; and 额外工作是在现场还是在场外执行；以及

- (e) whether Rotork will provide and, if appropriate, install and commission, a Loan Asset whilst the Additional Work is ongoing.

罗托克是否会在执行额外工作期间提供**借用设备**，并在适当情况下安装和调试借用设备。

- 3.3 If the Customer agrees to the Additional Work Quotation (whether orally or in writing), this Contract will be automatically amended to incorporate such Additional Work.

如果客户（口头或书面）同意额外工作报价，合同应自动修订为包含该额外工作。

4. Off-Site Work 场外工作

- 4.1 If Work is to be performed Off-Site: 如果工作是在场外执行：

- (a) unless otherwise agreed, the Customer will hand-over ("**Hand-over**") the Asset(s) to Rotork On-Site on the agreed date. All risk of loss or destruction of, or damage to, an Asset passes from the Customer to Rotork on Hand-over; 除非另有约定，客户应在约定日期在现场将**设备移交**（"**移交**"）给罗托克。设备的所有丢失或毁损风险在移交时从客户转移给罗托克；

- (b) Rotork will re-deliver to the Customer and, if agreed re-install each Asset On-Site ("**Hand-back**") on the agreed date. All risk of loss or destruction of, or damage to, an Asset passes from Rotork to the Customer on Hand-back; and

如果同意在约定日期在现场重新安装每项设备，罗托克将会将设备重新交付给客户（"**返还**"）。设备的所有丢失或毁损风险在返还时从罗托克转移给客户；以及

- (c) if agreed, Rotork may provide to the Customer a temporary Asset on loan (the "**Loan Asset**") at Hand-over and the Customer shall return the Loan Asset to Rotork at Hand-back. All risk of loss or destruction of, or damage to, a Loan Asset shall pass to the Customer on Hand-over and back to Rotork on Hand-back.

如同意，罗托克可在移交时向客户提供一款临时借用设备（"**借用设备**"），客户应在返还时将借用设备归还给罗托克。借用设备的所有丢失或毁损风险应在移交时转移至客户承担，并在返还时转移回罗托克承担。

- 4.2 Unless otherwise agreed, title to:

除非另有约定，权属规定如下：

- (a) the Asset will remain with the Customer at all times; 客户始终享有设备的所有权；
- (b) any Loan Asset will remain with Rotork at all times; 罗托克始终享有任何借用设备的所有权；
- (c) the New Parts shall pass to the Customer on Hand-back; and 新部件的所有权从在返还时转移至客户；以及

5. Customer's Obligations 客户的义务

- 5.1 The Customer shall:

客户应：

- (a) provide Rotork with such information, support, materials and equipment set out in the Contract and any other information, support, materials and equipment Rotork may reasonably require in order to perform the Work; 向罗托克提供合同中列明的以及罗托克执行工作时可能合理要求的信息、帮助、材料和设备；

- (b) ensure that there is an adequate power supply On-Site to test the Asset and/or Work at Hand-back (if applicable) or upon completion of the Work and ensure that the SCADA, PLC and/or DCS On-Site (if applicable) are fully operational when Rotork is to perform the Work;

确保现场电力供应足够在返还时（如适用）或者工作完成后对设备和/或工作进行测试，并确保罗托克执行工作时现场的 SCADA、PLC 和/或 DCS（如适用）能完好运行；

- (c) prepare the site for the performance of the On-Site Work and inform Rotork, with as much notice as is practicable, of any relevant site conditions or constraints that may impact the Work;

准备好场地以便开展现场工作，并尽早告知罗托克任何可能影响工作的相关场地条件或限制；

- (d) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Work is to start;

在工作开始日期前取得所需的证照、批件和同意书等，并确保这些文件的有效性；

- (e) provide Rotork, its employees, agents, consultants and subcontractors with safe, continuous access On-Site including but not limited to office accommodation and other facilities as reasonably required by Rotork.

确保罗托克及其雇员、代理、顾问和分包商能够安全地、持续地进入现场，包括但不限于提供罗托克所合理要求的办公场所和其他设施。

- 5.2 If the performance by Rotork of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation, including but not limited to the obligations set out in clause 5.1 (the "**Customer Default**");

如果由于客户的作为或不作为或者客户未履行相关义务，包括但不限于其在第 5.1 条下的义务（"**客户违约**"），而导致罗托克无法履行或延迟履行其合同义务，那么：

- (a) Rotork shall, without limiting its other rights or remedies, have the right to suspend performance of the Work until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance by Rotork of any of its obligations;
在不限制罗托克的其他权利或救济的情况下，罗托克有权暂停执行工作直至客户纠正其客户违约行为，对于因客户违约而导致罗托克无法履行或延迟履行其任何义务的情况，罗托克可以免除其相应的履约责任；
- (b) Rotork shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of Rotork to perform any of its obligations; and
罗托克不承担因罗托克未履行或延迟履行其任何义务而直接或间接导致客户遭受损失或产生的费用；以及
- (c) subject to Rotork using reasonable endeavours to mitigate any costs or losses it sustains, the Customer shall reimburse Rotork on written demand for any costs or losses sustained or incurred by Rotork arising directly or indirectly from the Customer Default, which shall include but not be limited to reasonable charges for waiting (charged on a daily basis as set out in Rotork's quotation) for the Customer Default to be remedied.
在罗托克已尽合理努力减少所遭受的费用或损失的前提下，客户应在收到书面要求后补偿罗托克因客户违约而直接或间接遭受的损失或产生的费用，包括但不限于因等候客户补救违约而产生的合理费用（按罗托克报价中列明的每日费率收取）。

6. Prices and Payment 价格和付款

- 6.1 The price for the Work will be as set out in the Contract.
工作的价格应在合同中列明。
- 6.2 Rotork will be entitled to submit invoices for the Work on or after its performance, or if cancelled in accordance with clause 10.1, on or after the date of cancellation. All invoices must be paid in full by the Customer in cleared funds within 30 days of the date of the invoice. Payment will be made to the bank account nominated in writing by Rotork.
罗托克有权在执行工作当日或之后开具账单；如果根据第 10.1 条取消，则在取消当日或之后开具账单。客户必须在开票日期后 30 天内结清所有账单金额，款项付至罗托克书面指定的银行账户。
- 6.3 If the Customer fails to make any payment due to Rotork under the Contract by the due date for payment, then the Customer will pay interest (both before and after judgment) on the overdue amount at a rate of 【0.1】% per annum. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount. The Customer will pay the interest together with the overdue amount.
如果客户未能在付款到期前支付合同款项给罗托克，则客户应按年利率 0.1 %（商务部门可以自行调整，但应不低于银行同期贷款利率万分之五）就逾期金额支付利息(不论在判决之前或之后)，自付款到期日起按日计息，直至实际支付逾期金额为止。客户应同时支付逾期金额和利息。
- 6.4 All payments made by the Customer under the Contract will be made without (and free and clear of any deduction for) set-off, counterclaim abatement or withholding.
客户根据合同应支付的款项不用于抵扣也不受制于任何抵销、反诉、减免或预扣缴款项的请求。
- 6.5 The Customer will make all payments without any Tax Deduction, unless law requires a Tax Deduction to be made. If a Tax Deduction is required by law to be made by the Customer:
除非法律要求，否则客户在支付款项时不扣减任何税费。如果法律要求客户扣减税费：
- (a) the Customer will make the minimum Tax Deduction allowed by law, and will make any payment required in connection with it within the time allowed; and
客户应按照法律规定的最低税费扣减，并在规定时间内支付相关款项；以及
- (b) the Customer will deliver to Rotork an official receipt or invoice or other evidence satisfactory to Rotork that the Tax Deduction has been made or, as applicable, any appropriate payment has been paid to the relevant taxing authority.
客户应出具正式收据或发票或者其他罗托克认可的凭证来证明所扣减的税费金额，或已经向有关税务机关支付的相关款项（如适用）。
- 6.6 Unless expressly stated otherwise in the Contract, any amount payable by the Customer pursuant to the Contract is exclusive of any value added tax, use tax, goods or services tax, sales or turnover tax or any other tax of a similar nature. The Customer will, on receipt of a valid invoice from Rotork, pay to Rotork such additional amounts in respect of such taxes as are chargeable on the Work.

除非合同中另有明确规定，否则客户根据合同应支付的金额不包含应付的增值税、使用税、商品或服务税、销售税或营业税或者其他类似税费。客户应在收到罗托克的有效账单后，向罗托克支付对其工作征收的额外税费。

7. Warranty 保证

7.1 Rotork warrants to the Customer that the Work will be performed with reasonable care and skill and that any Asset repaired or replaced during the performance of the Work will be free from defects in material and workmanship.

罗托克保证认真执行工作，并保证在执行工作期间所修理或替换的设备没有材料和工艺上的缺陷。

7.2 If Rotork breaches clause 7.1, then as the Customer's sole remedy and Rotork's sole liability for such a breach, Rotork will: 如果罗托克违反第 7.1 条，那么作为对客户的唯一救济方式和罗托克的唯一责任，罗托克将会：

(a) re-perform the relevant Work or, if it is not practicable to re-perform such Work, refund the Customer the amounts paid by the Customer in respect of such Work; and 重新执行相关工作，如果不能重新执行该工作，则退还客户为该工作支付的金额；以及

(b) repair or replace (at Rotork's sole discretion), on a free of charge basis, any Asset damaged as a result of Rotork's breach of clause 7.1. 免费维修或更换（由罗托克自行决定）因罗托克违反第 7.1 条而损坏的设备。

7.3 The Customer's remedy under clause 7.2 is conditional on the Customer notifying Rotork of the breach of clause 7.1 within the shorter of:

客户必须在以下时间之内通知罗托克其违反第 7.1 条规定的情况，方可行使第 7.2 条规定的救济权利（以先到的时间点为准）：

(a) 12 months of the Work in breach being performed; or 在发生违约情况的工作执行后的 12 个月；或者

(b) 21 days of the date the Customer discovered, or should reasonably have discovered, the breach (the "Warranty Period"). 在客户发现或应当合理发现违约情况之日后 21 天（“保证期”）。

Failure to do so will invalidate the relevant warranty claim. 否则，相关保证索赔无效。

Failure to do so will invalidate the relevant warranty claim.

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Failure to do so will invalidate the relevant warranty claim.

7.4 Rotork shall not be liable for the Works' failure to comply with the warranty set out in clause 7.1 in any of the following events: 由于下列原因导致工作不符合第 7.1 条列明之保证的，罗托克不承担任何责任：

(a) the failure arises because the Customer failed to follow Rotork's oral or written instructions in respect of the Work and/or the Asset or (if there are none) good trade practice; 客户未能遵守罗托克对于工作和/或设备的口头或书面指示或者（如果没有指示）良好经营规范；

(b) the failure arises as a result of Rotork following any drawing or design supplied by the Customer; 罗托克因遵循客户提供的图纸或设计导致其未能达到保证要求；

(c) a Customer Default prevented Rotork from testing the Asset and/or Work at Hand-back (if applicable) or upon completion of the Work; 因客户违约导致罗托克无法在返还（如适用）或工作完成时测试设备和/或工作；

(d) the Customer alters or repairs such Work or Asset (as applicable) without the written consent of Rotork; or 未经罗托克书面同意，客户擅自更改或维修该工作或设备（如适用）；或者

(e) the failure arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions. 因正常磨损、故意损坏、疏忽、储存或工作条件异常导致未能达到保证要求。

(d) the Customer alters or repairs such Work or Asset (as applicable) without the written consent of Rotork; or 未经罗托克书面同意，客户擅自更改或维修该工作或设备（如适用）；或者

(e) the failure arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions. 因正常磨损、故意损坏、疏忽、储存或工作条件异常导致未能达到保证要求。

(e) the failure arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

7.5 Where any Asset is replaced or repaired in accordance with clause 7.2, the unexpired balance of the Warranty Period applicable to that Asset as at the date of replacement or repair will apply to the replaced or repaired Asset.

根据第 7.2 条更换或修理的设备的剩余保证期由更换或修理日起计算。

7.6 When the Customer makes any warranty claim, Rotork will provide the Customer with a quotation for the Work and the Customer shall pay such a price unless Rotork determines that the claim made under the warranty is a valid claim in which case no price shall be payable by the Customer to Rotork for any Work covered under the warranty.

当客户主张保证责任时，罗托克将向客户提供工作报价。除非罗托克同意根据该保证提出的要求成立，且相关工作落入无需客户付款的保证范围，否则客户应支付该价格。

8. Limitation of Liability 有限责任

- 8.1 In the event that Rotork is prevented from performing any obligation under this Contract because doing so would cause it to violate Trade Control Laws, Rotork shall have no liability to the Customer.
若 Rotork 因遵循《贸易管制法》而无法履行本合同项下的义务，则 Rotork 无需对客户承担责任。
- 8.2 Subject to clause 8.4, Rotork's total liability (if any) to the Customer and the Customer's remedies in respect of:
受制于第 8.4 条，罗托克对客户承担的全部责任（如有）和客户享有的救济为：
- (a) claims for infringement of Third Party IPR will be limited to those remedies set out in clause 11;
因侵犯第三方知识产权引起的索赔仅限于第 11 条列明的救济；
 - (b) the infringement of the warranty in clause 7.1 will be limited to the remedies set out in clause 7.2.
因违反第 7.1 条保证责任的索赔仅限于第 7.2 条中规定的救济。
- The total liability of Rotork to the Customer in respect of all other matters arising under or in connection with the Contract (including under any indemnity) will be limited to the total price of the Work to be performed under the Contract.
对于由合同引起或与之相关的所有其他事项（包括赔偿），罗托克对客户承担的全部责任的上限为根据合同待执行工作的总价。
- 8.3 Rotork assumes no collateral duty in tort or negligence to the Customer with respect of the performance of the Work.
罗托克不向客户承担因执行工作所引起的附带侵权或过失责任。
- 8.4 Nothing in the Contract will limit or exclude a Party's liability for fraud (including fraudulent misrepresentation), death or personal injury or to the extent such limitation or exclusion is not permitted by law. To the extent any part of the Contract has such effect, the Parties agree to replace such part of the Contract with provisions modified to the extent necessary to ensure such exclusion or limitation is permissible by law, but no further.
合同中的任何规定均不限制或排除一方因欺诈（包括欺骗性虚假陈述）、死亡或人身伤害所承担的责任或者法律所禁止的限制或排除的责任。任何合同条款有此规定的，双方同意对该条款进行必要修改，以确保该排除或限制规定为法律所允许的最大范围。
- 8.5 Rotork will under no circumstances be liable to the Customer, whether in contract, breach of statutory duty or otherwise, for any loss of profit, or for any special, indirect or consequential damage suffered by the Customer that arises under or in connection with the Contract.
罗托克在任何情况下均不承担客户因合同引起或与之相关的利润损失或者任何特殊的、间接的或后果性损害，无论是合约责任、法定义务责任或其他责任。
- 8.6 Neither Party will be liable if delayed in or prevented from performing its obligations under the Contract due to a Force Majeure Event, provided that the Party promptly notifies the other Party of the Force Majeure Event and its expected duration and uses reasonable endeavours to minimise the effects of the Force Majeure Event.
任何一方因不可抗力事件而延迟履行或无法履行其合同义务，该方不承担任何责任，但该方应立即将不可抗力事件及预期持续时间通知另一方，并尽合理努力将不可抗力事件的影响降至最低。
- 8.7 If any Information provided by the Customer to Rotork is either incorrect, incomplete or misleading and Rotork uses such Information, the Customer will:
如果客户向罗托克提供的信息不正确、不完整或有误导性，并且罗托克使用了该信息，则客户应：
- (a) waive any claims it has against Rotork (including under clause 7) for any losses the Customer incurs as a result of Rotork not performing its obligations correctly due, directly or indirectly, to the incorrect, incomplete or misleading information; and
放弃索赔因该不正确、不完整或误导性信息直接或间接导致罗托克未正确履行义务、致使客户遭受的任何损失（包括根据第 7 条）；以及
 - (b) indemnify Rotork in full against all losses, costs or liabilities Rotork incurs in connection with a Third Party claim Rotork receives, to the extent that Rotork would not have suffered such losses, expenses, costs or liabilities if the Information provided by the Customer had not been incorrect, incomplete or misleading.
全额赔偿罗托克因第三方索赔而承担的一切损失、费用或责任，前提是假如客户提供了正确、完整或没有误导性的信息，该损失、费用或责任能够避免。
- 8.8 The Customer will indemnify Rotork for all losses, costs or liabilities Rotork incurs in connection with any claim that Rotork receives from any Affiliate of the Customer in connection with the Contract.
如果客户的关联方向罗托克提出与合同相关的索赔，客户应赔偿罗托克因此承担的一切损失、费用或责任。

9. Confidentiality 保密性

9.1 Subject to clause 9.2 to 9.3, each Party will hold in confidence any Information which it acquires directly or indirectly from the other Party and will protect such Information with a reasonable degree of care and at least the same degree of care used to protect its own Information and not use such Information other than for the purposes of performing or exercising its rights under the Contract it was provided under.

综合第 9.2 条和第 9.3 条的情况，每一方应对其从另一方直接或间接获得的信息保密，并以至少等同于保护自有信息的注意义务保护该信息，并仅限于为履行合同或行使其在合同下权利的范围内使用该信息。

9.2 The provisions of clause 9.1 do not apply to Confidential Information which is:

第 9.1 条规定不适用于以下保密信息：

- (a) already in the public domain;
已为公众所知；
- (b) subject to an obligation to disclose under law, or is required to be disclosed by any competent regulatory authority, by notice or otherwise; or
法律规定有披露义务，或者有关监管机构以通知或其他方式要求披露；或者
- (c) received, without restriction, from a Third Party who is without an obligation of non-disclosure.
是通过没有保密义务的第三方获取，且不受限制。

9.3 Each Party may disclose the other Party's Information to its employees, agents, advisors, insurers, affiliates or subcontractors ("**Representatives**") for the purpose of carrying out the Party's obligations under the Contract, provided that they ensure that its Representatives' comply with the confidentiality obligations set out in this clause.

每一方可以为了履行该方的合同义务的目的以及范围内向其雇员、代理、顾问、保险公司、关联方或分包商（“代表”）披露另一方的信息，但该方应确保其代表遵守本条款列明的保密义务。

10. Cancellation, Termination and Suspension 取消、终止和暂停

10.1 The Customer may cancel all or any part of the Work at any time. If the Customer does cancel all or any part of the Work, Rotork shall invoice the Customer and the Customer shall pay the following amounts:

客户可随时取消全部或部分工作。如果客户取消全部或部分工作，罗托克应向客户开具账单，客户应支付如下金额：

- (a) if notice to cancel is received by Rotork 48 hours or more before the date on which the Work is due to start: 50% of the price for the Work (excluding the Spares Contingency) plus the cost of (i) any equipment hired by Rotork; and (ii) any non-standard components or materials reasonably incurred by Rotork in anticipation of doing the Work (subject to a maximum of 100% of the price of the Work); or
如果罗托克在工作开工前 48 小时或更早收到取消通知：工作价格（不包括备件备用金）的 50%，加上(i)罗托克租用任何设备的费用；以及(ii)罗托克为执行工作而合理使用的任何非标准部件或材料（以工作价格的 100%为上限）；或者
- (b) if notice to cancel is received by Rotork 48 hours or less before the date on which the Work is due to start: 100% of the price for the Work (excluding the Spares Contingency).
如果罗托克在工作开工前 48 小时或更晚收到取消通知：工作价格（不包括备件备用金）的 100%。

10.2 Either Party may terminate the Contract immediately on written notice to the other Party if:

如果出现以下情况，一方可在书面通知另一方后立即终止合同：

- (a) it becomes unlawful in any applicable jurisdiction for either Party to perform any of its obligations under the Contract;
在适用法域内一方履行合同义务会导致违法；
- (b) the other Party suffers an Insolvency Event; or
另一方破产；或者
- (c) a Force Majeure Event stops Rotork performing its obligations under the Contract for a continuous period of one month.
不可抗力事件致使罗托克连续一个月无法履行合同义务。

10.3 Rotork may terminate the Contract immediately on written notice to the Customer if the Customer is in breach of any obligation to make payment under the Contract or any other contract with Rotork and such a breach continues for a period of ten days from the due date.

如果客户违反合同或其与罗托克签订的其他合同中规定的付款义务，且该违约行为自到期日起持续十天，则罗托克可在书面通知客户后立即终止合同。

10.4 Without prejudice to any other rights and remedies which may be available to it, Rotork may terminate or suspend this Contract for any reason at its sole discretion at any time.

罗托克可以在任何时候自行决定终止或中止本合同，且其本合同项下的权利和救济并不因此而减损。

10.5 Without limiting its other rights and remedies, Rotork may suspend performance under the Contract or any other contract between the Customer and Rotork if the Customer fails (or Rotork reasonably believes the Customer is about to fail) to make a payment under the Contract by the due date. If Rotork has suspended performance and the circumstances entitling Rotork to suspend performance subsequently cease (and Rotork has not elected to terminate the Contract in accordance with its

other rights and remedies), Rotork will resume performance but any time limits for such performance will be extended by the duration of the suspension.

在不影响罗托克的其他权利和救济的情况下，如果客户未能（或者罗托克合理认为客户不能）在到期日根据合同支付款项，罗托克可暂停履行合同或其与客户之间的其他合同。如果罗托克暂停履行，而随后允许其暂停履行的原因消失（并且罗托克没有选择根据其他权利和救济终止合同），罗托克将恢复履行，但履行义务的期限按照暂停时间顺延。

10.6 Termination of the Contract, however arising, will not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.

无论合同因何终止，不影响一方在终止之前的既有权利、救济、义务和责任。

10.7 The Customer's right to terminate or cancel the Contract as set out in this clause 10 represent its only rights to terminate the Contract.

客户根据第 10 条终止或取消合同的权利是其终止合同的权利。

11. Intellectual Property Rights 知识产权

11.1 Subject to clause 11.2, the Customer will not acquire any title, right or interest in or to any IPR belonging to, licensed to or developed by Rotork relating to the Assets (including any New Parts) provided or Work performed under the Contract.

除了第 11.2 条，客户将不会获得任何罗托克就合同提供的设备（包括任何新部件）或执行的工作所拥有的、取得许可的、或开发的知识产权的所有权、权利或利益。

11.2 The Customer will have a non-exclusive, irrevocable, perpetual, worldwide, royalty-free licence to use any IPR in any written documentation provided to the Customer by Rotork as a deliverable in accordance with the Contract, solely for the purpose of installing, commissioning, operating and maintaining the Assets.

根据合同由罗托克交付给客户的书面文件中涉及的知识产权，客户将取得一项非独占的、不可撤销的、永久的、全球范围的、免费的许可，但许可范围仅限用于其安装、调试、运行和维护设备的目的。

11.3 Rotork will have a non-exclusive, irrevocable, perpetual, worldwide, royalty-free licence to use any Asset configuration and performance data obtained during the provision of the Work to help improve its products and Work generally.

对在工作期间获得的设备配置和性能数据，罗托克将取得非独占的、不可撤销的、永久的、全球范围的、免费的许可，用于改进产品和工作。

11.4 Subject to 11.5, the sole liability of Rotork to the Customer in respect of any claims for infringement of a Third Party's IPR, will be to indemnify the Customer against any reasonably and properly incurred liabilities resulting from a Third Party claim that the use by the Customer of any Asset provided or Work performed by Rotork under the Contract infringes any IPR owned by such Third Party.

综合第 11.5 条，罗托克就第三方主张知识产权索赔而向客户承担的唯一责任，仅限于赔偿客户因使用罗托克根据合同提供之设备或工作而侵犯第三方知识产权所引起的合理、适当的责任。

11.5 The indemnity contained in clause 11.4 will not apply for claims for infringement in respect of:

第 11.4 条中的赔偿，不适用于以下侵权索赔：

- (a) any modification to any Asset or Work which is carried out by or on behalf of the Customer, if such modification is not authorised by Rotork in writing;
未经罗托克书面授权，客户或其代表修改设备或工作导致的侵权；
- (b) any Asset manufactured to the specific instructions of the Customer;
按照客户的具体指示制造设备导致的侵权；
- (c) losses resulting from the Customer failing to observe its obligations under any Contract; and/or
客户未履行其合同义务而导致的损失；以及/或者
- (d) losses that the Customer could have mitigated but did not.
客户本可以减少但没有减少的损失。

12. Export Terms 出口条款

12.1 The Party which is exporting, in the case of exports, or the Party which is importing, in the case of imports, will be responsible for obtaining all necessary licences, or other governmental authorisations required in connection with any export, re-export, or imports, as the case may be, under the Contract. The Parties will co-operate with each other in securing any such licenses or authorisations as may be required and each will provide such statements, certificates and assurances regarding transfer, use, disposition, end-use, source of supply, nationalities and re-export of the Assets as may be required in connection with each Party's application for any required license or governmental authorisation.

出口方（在出口情形下）或进口方（在进口情形下）应负责取得合同规定的出口、再出口或进口（视情况而定）所需的许可或其他政府批准。双方应相互配合，确保取得所需要的许可或批准，并提供每一方申请许可或政府批准时可能需要的设备转让、使用、处置、最终用途、来源、原产国和再出口的相关声明、证明和保证。

12.2 Any government fees or charges in connection with obtaining such licenses or authorisations will be the responsibility of the Party that is exporting, in the case of exports or re-exports, and the Party that is importing, in the case of imports.
取得上述许可或授权的相关官费或支出在出口或再出口时应由出口方承担，在进口时应由进口方承担。

12.3 The Customer undertakes not to:

客户承诺：

(a) offer the Assets subject to Work for resale in any country where the Customer knows the export of such Assets are prohibited by the United States, UK Government, the UN, the EU or any other governmental authority or organisation; or

若客户知晓美国、英国政府、联合国、欧盟或者其他政府机构或组织禁止与工作相关的设备出口到某一国家，则客户不会在相关国家转售该设备；或者

(b) offer to sell the Assets subject to Work to any person the Customer knows or suspects will subsequently resell such Assets into a country where export of the Assets is prohibited by a relevant organisation.

若客户知晓或怀疑某人随后会将与工作相关的设备转售至有关机构禁止出口该设备的国家，则客户不会将该设备销售给该人。

12.4 The Customer agrees to provide Rotork with any information Rotork reasonably requires concerning the destination and use of the Assets subject to Work, to allow Rotork to comply in full with any relevant export legislation or to meet or minimise its tax obligations.

客户同意依据罗托克的合理要求提供需要工作的设备的用途和目的地信息，以便罗托克全面遵守相关出口法规或者履行或减少其纳税义务。

13. Miscellaneous 其他

13.1 Rotork reserves the right to make adjustments to the Work to ensure its continued compliance with law. Rotork will notify the Customer of such adjustments made.

罗托克保留权利对工作进行调整以保证一直合法合规。罗托克会通知客户所做的调整。

13.2 Save as otherwise expressly provided in the Contract, any notice given to a Party under or in connection with the Contract will be in writing and posted to that other Party at its registered office or its principal place of business, addressed for the attention of the General Counsel or Head of Contracts.

除非合同另有明确规定，根据合同或与合同有关的通知均应以书面形式发送至另一方的注册营业地或主营业地，收件人为法律总顾问或合同负责人。

13.3 The rights of each Party under the Contract may be exercised as often as needed, are cumulative and apply (except where expressly stated in the Contract) in addition to its rights under law and may be waived only in writing and specifically. Not exercising or a delay in exercising any right is not a waiver of that right.

每一方的合同权利可以根据需要随时行使、累积和附加在法律权利之上（合同中有明确规定的除外），并且只能以书面形式明确放弃。不行使权利或延迟行使权利不视为放弃该项权利。

13.4 Clauses 7, 8, 9, 11, 12, 13, 14, 15 and 16 (and any other provision which expressly or impliedly survives termination or expiration of the contract) will survive the expiration or termination of the Contract and will continue in full force and effect after expiration or termination.

第7条、第8条、第9条、第11条、第12条、第13条、第14条、第15条和第16条（以及在合同终止或期满后明示或默示继续有效的其他条款）在合同期满或终止后继续完全有效。

13.5 Neither Party will:

任何一方不得：

(a) offer to give or agree to give to any employee of the other Party, any gift or consideration of any kind as an inducement or reward for doing or omitting to do or for having done or omitted to do any act in relation to the obtaining or execution of the Contract; or

给予或同意给予另一方的雇员任何形式的礼物或报酬作为诱使或酬谢该雇员以作为或不作为的方式帮助其取得或签署合同；或者

(b) commit any offence in connection with the Contract under the Ethical Legislation.

实施道德法规中规定的与合同有关的犯罪行为。

14. Entire Agreement 完整协议

- 14.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
合同构成双方之间有关合同标的的完整协议。
- 14.2 Neither Party has placed any reliance on and will have no remedies in respect of any representations, agreements, statements, understandings or warranties (whether made innocently or negligently) that is not set out in the Contract whether orally or in writing, relating to the performance of the Work other than those expressly incorporated in the Contract.
除合同中明确规定的外，任何一方不得依赖合同中没有列明的、与工作履行相关的口头或书面的陈述、协议、声明、谅解或保证（不论无意还是疏忽），亦不就此享有相关救济。
- 14.3 Rotork assumes no contractual obligation with respect to the performance of the Work other than as expressly set out in the Contract, whether arising under any term, condition or warranty of merchantability, fitness for purpose or satisfactory quality or any other contractual term, condition or warranty express or implied by statute or otherwise and all such terms, conditions and warranties are excluded.
除合同明确规定以外，罗托克不承担任何与履行工作相关的合约责任，不论该责任是基于适销性、适用性、或质量满意的条款、条件或保证，还是基于法律明示或默示赋予的其他合同条款、条件或保证等，所有前述条款、条件和保证均被排除。
- 15. Nuclear Liability 核责任**
- 15.1 This clause shall only apply in the event that the Assets are used on or as a component or part of a Nuclear Installation.
本条仅适用于将设备用于或用作核设施部件或组成部分的情形。
- 15.2 Except for where liability or damage to the property of the Customer is caused by a corporate act or omission of Rotork done with intention to cause injury or damage, the Customer will indemnify and hold harmless Rotork, its directors, officers, employees, contractors, affiliates and suppliers in full against any liability arising out of any claim, including any Third Party claim, (regardless of the jurisdiction the claim arises or was filed in) where such claim arises out of or in connection with:
除非罗托克的公司行为或不作为故意造成损伤或破坏，因此导致客户的财产损害或产生赔偿责任，客户应全额赔偿罗托克及其董事、高管、雇员、承包商、关联方和供应商无论在任何法域遭受的、由以下情形引起或与之相关的索赔（包括第三方索赔）：
(a) ionising radiation from a Nuclear Installation or contamination by radioactivity from any nuclear fuel or nuclear waste at a Nuclear Installation; and/or
核设施电离辐射、核设施的核燃料或核废料放射性污染；以及/或者
(b) any precautions taken against the possibility of ionising radiation from a Nuclear Installation or contamination by radioactivity from any nuclear fuel or nuclear waste at a Nuclear Installation,
针对可能发生的核设施电离辐射、核设施核燃料或核废料放射性污染所采取的预防措施；
regardless of whether the liability arises out or in connection with damage, costs or losses occurring on or off a Nuclear Installation.
无论责任是否因核设施的损坏、成本或损失引起或与之相关。
- 15.3 The Contract is not a written agreement by Rotork to incur liability within the meaning of Section 12, Sub-Section 3A Nuclear Installations Act 1965 as amended by Section 1 of the Nuclear Installations Act 1969.
合同不构成罗托克书面同意承担《1969年核设施法》第1条所修订的《1965年核设施法》第12条第3A款规定的责任。
- 15.4 The Customer will not use the Assets and shall procure that the Assets shall not be used at, or enter onto a Nuclear Installation, at any time without the proper written consent of Rotork.
未经罗托克书面同意，客户不应使用设备，并且应确保，任何时候均不应将设备用于或放入核设施。
- 16. Law and Jurisdiction 法律和管辖**
- 16.1 The Contract, and any non-contractual obligations arising out of or in relation to the Contract, will be governed by and construed in accordance with the laws of People's Republic of China.
合同、以及由合同引起或与之相关的非合同义务，均受中华人民共和国法律的管辖并根据其进行解释。
- 16.2 Any dispute arising from or in connection with this Contract shall be submitted to Shanghai Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules. The arbitral award is final and binding upon both parties.
凡因本合同引起的或与本合同有关的任何争议，均应提交上海仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的，对双方当事人均有约束力。
- 16.3 The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Products does not apply to the Contract or any transaction under it.
双方明确同意，《联合国国际货物销售合同公约》不适用于合同或者合同项下的交易。

SCHEDULE 1 INTERPRETATION**附表 1 释义****1. Definitions 定义**

In these terms and conditions and the Contract:

在本条款和条件以及合同中:

“Acknowledgement” means Rotork’s written acknowledgement of the Customer’s Purchaser Order (which shall be considered as a counter-offer by Rotork if it is not in strict accordance with the Customer’s Purchase Order).

“确认书”是指罗托克对客户采购订单的书面确认（如果不严格按照客户采购订单进行确认，则应视为罗托克的反要约）。

“Additional Work” means any additional Work required following an On-Site Inspection that was not included in Rotork’s quotation.

“额外工作”是指现场检查后需要的、不包括在罗托克的报价中的额外工作。

“Additional Work Quotation” means a valid quotation for Additional Work submitted in accordance with clause 3.1.

“额外工作报价”是指根据第 3.1 条提交的额外工作的有效报价。

“Affiliate” means as to any person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person.

“关联方”对于任何人而言，是指直接或间接控制该人、受该人控制或与该人共同受控制的其他人。

“Asset” means, as applicable, the Customer owned equipment subject to the Work.

“设备”是指用于履行工作的客户自有设备（如适用）。

“Business Day” means a day when banks are open for business in Rotork’s jurisdiction of incorporation.

“工作日”是指罗托克注册所在地的法律管辖区内的银行营业日。

“Contract” means as set out in clause 2.1.

“合同”指第 2.1 条所述。

“Customer” means the person placing the Purchase Order.

“客户”是指发出采购订单的人。

“Customer Default” means as set out in clause 5.2.

“客户违约”指第 5.2 条所述。

“Dispute” has the meaning given to it in clause 16.2.

“争议”具有第 16.2 条赋予的含义。

“Ethical Legislation” means: (a) any legislation enacted in Rotork’s or the Customer’s jurisdiction of incorporation, or in any other jurisdiction where the Product or Service is delivered, to enforce or implement either the United Nations Convention against Corruption (being the subject of General Resolution 58/4 of 31 October 2003 of the General Assembly of the United Nations) or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted on 21 November 1997; (b) the United Kingdom Anti-Terrorism, Crime and Security Act 2001, the United Kingdom Proceeds of Crime Act 2002, the United Kingdom Bribery Act 2010, the Singapore Prevention of Corruption Act (Chapter 241) the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) and (c) Anti-unfair Competition Law, China Criminal Law and other applicable laws.

“道德法规”是指: (a)在罗托克或客户注册所在地的法域内、或者交付产品或服务或其他法域内颁布的法律，旨在执行或实施《联合国反腐败公约》（联合国大会第 58/4 号决议，2003 年 10 月 31 日）或者 1997 年 11 月 21 日通过的《经合组织打击在国际商业交易中贿赂外国公职人员公约》；(b)《2001 年英国反恐、犯罪和安全法》、《2002 年英国犯罪所得法》、《2010 年英国反贿赂法》、《新加坡防止腐败法》（第 241 章）、《美国反海外腐败法》（15 U.S.C.第 78dd-1 节等）和(c)《中华人民共和国反不正当竞争法》、《刑法》等应适用的法律。

“Force Majeure Event” means an event that is any or all of the following: (a) beyond the reasonable control of Rotork; and/or (b) an act of God, compliance in good faith with any applicable foreign or domestic law, introduction of essential modifications; any other government or other legal or regulatory authority action or inaction, fires, flood, war or threat of war, riots, accidents, national labour disputes, sabotage, malicious damage, acts of terrorism or terrorist activities, disruption to essential Work such as electrical power, unusually severe weather, quarantine or any precautions against contagious disease epidemics or pandemics.

“不可抗力事件”是指以下的任何一种或全部情况(a)超出罗托克合理控制范围的事件；和/或(b)天灾，诚信遵守外国法或国内法，引入必要修改；政府、其他法律或监管机构的其他行为或不作为，火灾，洪水，战争或战争威胁，暴乱，意外事故，国家劳资纠纷，蓄意破坏，恶意损坏，恐怖主义行为或恐怖活动，电力等基本服务中断，极端天气，检疫或者任何传染病、流行病或疫情预防措施。

“Hand-back” means as set out in clause 4.1(b).

“返还”指第 4.1(b)条所述。

“Hand-over” means as set out in clause 4.1(a).

“移交”是指第 4.1(a)条所述。

“**ICC**” means the International Chamber of Commerce.

“**ICC**”指国际商会。

“**Information**” means any commercial, financial, technical or operational information, know-how, trade secrets or other information of or in the possession of a Party in any form or medium which has been or may be disclosed or otherwise made available to the other Party, whether orally or in written, electronic or other form, including the provisions and subject matter of the Contract and any other agreements or documents executed by the Parties in connection with the Contract.

“**信息**”是指一方已经或可能披露或者以其他方式提供给另一方的、以任何形式或媒介拥有或持有的己方商业、财务、技术或运营信息、技术诀窍、商业秘密或其他信息，无论口头形式还是书面形式，亦无论电子形式还是其他形式，包括合同的条款和标的以及双方签订的其他合同相关协议或文件。

“**Insolvency Event**” means any event where a person: (a) is deemed to be or states that it is insolvent, (b) is subject to any types of insolvency or collective judicial or administrative proceedings, including interim proceedings, in which its assets are subject to control or supervision by any court or other governmental entity for purposes of dissolving, liquidating or reorganising that person or its assets, (c) suspends or declares its intention to suspend payments to creditors generally or any class thereof, or suspends or ceases all or substantially all of its business, or (d) takes steps, or is subject to actions, analogous to the items specified in (a) to (c) above.

“**破产**”就人而言，是指(a)被视为破产，或者宣布破产；(b)进入破产或者集体诉讼或行政程序（包括临时程序），其财产因解散、清算或者机构或财产重组而受到法院或其他政府实体的控制或监督；(c)暂停或宣布暂停对普通债权人或任何类别债权人的付款，或者暂停或停止其全部或大部分业务；或者(d)采取或承受类似于上述(a)至(c)项的措施。

“**IPR**” means patents, registered designs, trademarks, service marks (whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or Work and in applications for protection of the same and any continuations, re-issues or division relating to them in any part of the world.

“**知识产权**”是指专利、注册外观设计、商标、服务标记（注册或未注册）、域名、著作权、设计权、数据库权、人身权、商业秘密、技术诀窍、元标签、小专利、实用新型以及所有类似或同等的财产权，包括发明、外观设计、图纸、计算机程序、半导体拓扑图、商号、IP 地址、商誉、“装饰”、产品或工作的风格和表现形式及前述各项的保护申请中在世界任何地方的有效部分，以及前述各项在世界任何地方的延续、重新发布或分案。

“**Loan Asset**” means as set out in clause 4.1(c).

“**借用设备**”是指第 4.1(c)条中规定的设备。

“**New Part**” means any component assembled or attached to an Asset that was not owned by the Customer before being assembled into or attached to an Asset.

“**新部件**”是指被装配或附着在设备上的部件，该部件在装配或附着在该设备之前不归客户所有。

“**Off-Site**” means the site where the Work will be performed if the Work is unable to be performed On-Site.

“**场外**”是指工作无法在现场执行时的其他执行场地。

“**On-Site**” means the Customer’s site where the Asset is installed or located.

“**现场**”是指安装或安置设备的客户场地。

“**On-Site Inspection**” means the inspection of the Assets carried out by Rotork On-Site.

“**现场检查**”是指罗托克在现场检查设备。

“**Part**” means any new, used or repaired: (a) component; or (b) part assembled into or attached to an Asset.

“**部件**”是指新的、使用过的或修理过的：(a)部件；或者(b)装配或附着在设备上的部件。

“**Party**” means a party to the Contract and “**Parties**” means the parties to the Contract.

“**一方**”指合同的一方，“**双方**”指合同的双方。

“**Nuclear Installation**” means (a) anything defined as a ‘Nuclear Installation’ in the Nuclear Installations Act 1965, the Paris Convention (Convention on Third Party Liability in the Field of Nuclear Energy of 29th July 1960, as subsequently amended) or the Vienna Convention (Vienna Convention on Civil Liability for Nuclear Damage); (b) any vessel or means of transport incorporating a nuclear reactor; or (c) any other facility or site containing a nuclear reactor or storing or handling any nuclear fuel or waste.

“**核设施**”是指(a)《1965 年核设施法》、《巴黎公约》（1960 年 7 月 29 日《关于核能领域第三方责任的黎公约》，随后修订）或者《维也纳公约》（《维也纳核损害民事责任公约》）中定义为“核设施”的设施；(b)装有核反应堆的船只或运输工具；或者(c)内设核反应堆、或者储存或处理核燃料或核废料的其他设施或场所。

“**Purchase Order**” means the order placed by the Customer with Rotork for the Products.

“**采购订单**”是指客户发给罗托克的产品订单。

“**Representatives**” means as set out in clause 9.3.

“**代表**”是指第 9.3 条中规定的代表。

“Rotork” means the supplying party named in the Contract.

“罗托克”是指合同中列明的供应方。

“Spares Contingency” means the amount set out in the Contract to cover the costs of any New Parts required when performing the Work or, if no amount is set out in the Contract, an amount of £750.00.

“备件备用金”是指合同中列明用于支付执行工作时所需新部件费用的金额，如果合同没有列明该金额，则为 750.00 英镑。

“Tax Deduction” means a deduction for or on account of any Tax.

“税费扣减”是指扣减任何税费。

“Third Party” means any legal or natural person other than the Parties to the Contract.

“第三方”是指合同双方以外的任何法人或自然人。

“Trade Control Laws” means export control and trade sanctions laws, regulations, rules and licences including those pertaining to the United States, the United Kingdom and the European Union and its member states.

“贸易管制法律”指出口管制和贸易制裁法律、法规、规则和许可证，包括与美国、英国和欧盟及其成员国颁发的贸易管制有关的法律、法规、规则和许可证。

“Warranty Period” means the period set out in clause 7.3

“保证期”是指第 7.3 条规定的期间。

“Work” means that Work which Rotork is to perform in accordance with the Contract, as set out or referenced in the Acknowledgment or any Additional Work Quotation (to the extent such Additional Work Quotation is accepted by the Customer).

“工作”是指在确认书或额外工作报价（须经客户接受）中列明或提及的、罗托克须根据合同执行的工作。