



General Terms and Conditions for the Purchase of Direct Materials - Chinese

RAW MATERIALS PURCHASE AGREEMENT TERMS AND CONDITIONS

原材料采购协议条款和条件

1. GENERAL. In these printed Raw Materials Purchase Agreement Terms & Conditions (the "Standard T&Cs"), "Arxada" shall mean the respective Arxada entity referenced on the first page of the Agreement. In the event of a conflict between the terms written on the first page of the Agreement and these Standard T&Cs, the terms written on the first page of the Agreement shall prevail. Each shipment received by Arxada from Seller shall be deemed to be only upon the terms, including these Standard T&Cs, in this Agreement, except as they may be added to, modified, superseded, or otherwise altered by Arxada, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Arxada's act of accepting or paying for any shipment or any similar act of Arxada, and Arxada hereby rejects any different or additional terms and conditions proposed by Seller.

一般条款。 本处打印的原材料采购协议条款和条件 ("标准条款条件") 中, "奥沙达"指的是协议第一页所示相应的奥沙达公司。如果协议第一页上的条款和此处标准条款条件冲突, 则以协议第一页上的条款为准。除非奥沙达对本协议作出了增补、修改、取代或者其他变更, 否则奥沙达从卖方处收到的每一批产品都仅受本协议包括条款和条件在内的约束。不论在任何其他告知书、发票或者其他卖方表格中是否包含任何条款和条件, 也不论奥沙达是否做出接受产品、付款或其他类似行为。奥沙达在此拒绝卖方提出的任何其他或额外条款和条件。

2. COMPLIANCE WARRANTY. Seller warrants that the Product(s) shall be adequately contained, packaged, marked, labeled and registered in compliance with, and that the Product(s) and any services provided in connection therewith shall conform to, the requirements of all applicable national and local laws, regulations, rules and orders.

合规保证。 卖方保证产品的容器、包装、标记、标签和注册, 以及相关的产品和和服务的提供都完全符合所有可适用的国家和地方的法律、法规、规定和命令。

The foregoing representation shall be a continuing representation and shall apply to each shipment. Seller shall defend, indemnify and save harmless Arxada from and against any claims, liabilities, expenses (including attorneys' fees), fines, penalties, damages and/or economic losses arising out of or resulting from the failure of Seller and/or the Product(s) to comply with the requirements of this Paragraph 2.

前述陈述为持续性的陈述并且适用于每一批产品。卖方应当维护、保障并且使奥沙达免于承担任何由于卖方和/或产品不符合此第2段要求而导致的索赔、责任、花费(包括律师费)、罚款、处罚、损害赔偿和/或经济损失。

3. PRICE; DELIVERY; AND RISK OF LOSS. Price shall cover the net weight of the Product(s). No extra charge of any kind, including without limitation, charges for boxing, packing or crating, shall be allowed without Arxada's prior written consent. If, at any time during the Term of this Agreement, Arxada can purchase goods of a like quantity at a price or on terms which will result in a delivered cost to Arxada that is lower than the delivered cost of the Product(s), Arxada may notify Seller of such lower delivered cost. Seller shall, within fifteen (15) days after such notice, advise Arxada in writing whether or not Seller will meet such price or such terms. If Seller elects not to meet such price or such terms, or fails to advise Arxada within such fifteen (15) day period, Arxada may

purchase the lower delivered cost goods, and the quantity of any purchase so made shall correspondingly reduce the purchase and sales obligations of Arxada and Seller, respectively, hereunder.

价格; 交货; 损失风险。 价格应当按照产品的净重计算。未经奥沙达的事先书面同意, 卖方不得提出其他额外的费用, 包括但不限于装箱、包装或者打包费用。如果在本协议有效期内, 奥沙达能以类似的数量和价格或条件获得比产品的交货价格更低的交货价格, 奥沙达可以将此交货价格告知卖方。卖方应当在收到通知后十五(15)日内, 书面通知奥沙达卖方是否可以以达到该交货价格或者条款的要求。如果卖方选择拒绝该种价格或条件, 奥沙达可以选择采购交货价格更低的产品, 并且奥沙达和卖方在本协议下的采购和销售义务应当根据采购数量相应的减少。

The Product delivered shall correspond precisely to the order in terms of quantity and quality. If the Seller diverges from the order, it shall notify Arxada thereof. Unless Arxada specifically agrees to these divergences, Arxada shall no longer be bound by its order. On all dispatch documents and delivery notes, the Seller shall indicate Arxada's order number and also details of the gross and net weight and dimensions. Unless otherwise provided in this Agreement, delivery of the Product(s) shall be at a Arxada facility. Delivery of Product shall be governed by INCOTERMS® 2010. In the absence of any differently worded delivery terms in the Agreement, the Product ordered shall be delivered on the basis "DDP place of destination (INCOTERMS®2010)".

交付的产品应当与订单关于质量和数量的条款完全对应。如果卖方对订单的要求有出入, 卖方应当将该种情况通知奥沙达。除非奥沙达特别同意该出入, 否则奥沙达不再受其订单约束。在所有发货文件和送货通知上, 卖方应当标明奥沙达的订单号以及毛重、净重和体积大小的明细。除非本协议另有约定, 产品应当运送至奥沙达厂房处。产品的运输适用《国际贸易术语解释通则 2010》。如果协议中没有其他不同交付条款的约定, 订单所订产品应当根据 DDP 目的地(《国际贸易术语解释通则 2010》)的方式运输。

Risk of loss, liability and/or damage shall remain with Seller until the Product(s) are physically delivered to and accepted by a Arxada representative at a Arxada facility.

产品实际上运送到达奥沙达厂房并且经奥沙达的代表确认接受之前, 卖方承担产品灭失的风险、责任和/或损失。

4. PRICE PROTECTION. Seller warrants that the prices for the Product(s) are not less favorable than those currently extended to any other customer for the same or like goods in equal or less quantities. In the event Seller reduces its price for such Product(s) during the Term of this Agreement, Seller agrees to reduce the price of the Product(s) correspondingly.

价格保护。 卖方保证向奥沙达提供的产品价格与其提供给其他客户的相同或者类似的产品在相同或者更少数量的条件下, 价格相同或者更加优惠。如果卖方在本协议有效期内降低其上述最优惠价格, 卖方同意相应的降低向奥沙达要求的产品价格。

5. ACCEPTANCE AND REJECTION. All Product(s) shall be accepted subject to Arxada's rights of inspection, rejection, and revocation of acceptance (pursuant to the provisions of this Section 5). Payment for or use of Product(s) prior to inspection shall not constitute acceptance thereof. Moreover, any payments made shall not be deemed to prejudice any and all rights and claims that Arxada may have against Seller. Any signature of a Arxada representative on any shipping/receiving document shall not constitute acceptance of Product(s) or any different terms or conditions, or acknowledge condition of Product(s), but shall merely acknowledge receipt of a shipment of Product(s).

接受和拒绝。 奥沙达有权对所有的产品进行检验、拒绝和撤回接受

(根据第5条的约定)。在检验之前的对产品所作的付款或对产品的使用行为不构成对产品的接受。另外,任何付款行为不减损奥沙达可能拥有的针对卖方的权利主张和索赔。奥沙达的代表在任何运输/接收文件上的签字不代表对产品、条款或条件的接受,也不代表对产品情况的承认,而仅仅表示收到了所运输的产品。

5.1 Rejection. Arxada may return to the Seller any Product that, in its reasonable discretion, does not conform to the representations and warranties in Section 2 or in Section 9. Any such Product shall be returned to the Seller. The Seller will, at its cost, and as soon as reasonably practicable replace the returned Product with Product that conforms with the warranty, and will deliver the replacement Product as soon as possible, but in any event within thirty (30) days, after receipt of the non-conforming or defective Product, at Seller's expense (including all transportation and insurance). If the Seller is unable to replace the Product within thirty (30) days, the Seller shall at Arxada's request provide Arxada a refund as defined in Section 5.3 below.

拒绝。奥沙达可以在其合理的自由裁量权范围内将不符合第2条或者第9条陈述与保证的产品退回给卖方。任何该种产品应当被退回给卖方。卖方应当自行承担费用,以实际可行的最快速度用符合保证的产品替换被退回的产品,并且尽快进行替换产品交付,但是在任何情况下,产品替换及其交付应当在奥沙达收到被退回的不符合保证或者有缺陷的产品后的三十(30)天内,并且卖方应当承担费用(包括所有运费和保险费)。如果卖方无法在三十(30)天内替换产品,卖方应当根据奥沙达的要求向奥沙达提供以下第5.3条所定义的退款。

5.2 Complaints. Any complaint shall be regarded as having been timely lodged if Arxada notifies the Seller of the fault at any time during the warranty period. Within two weeks after any complaint lodged by Arxada concerning a defective Product the Seller shall make a reasonably detailed report to Arxada on the corrective and preventive action that has been initiated according to the Sellers standard operating procedure.

投诉。在保证期间内任何时间奥沙达对卖方的违约通知都将被视为按时提出。奥沙达提出关于缺陷产品的投诉后两周内,卖方应当向奥沙达提交一份合理详尽的报告,报告卖方根据卖方标准操作程序采取的纠正和预防措施。

5.3 Credits/Refunds; Set-Off. In accordance with this Section 5, the Seller shall promptly refund Arxada by wire transfer or check for any payment Arxada made with respect to such Product. Arxada may elect, at its sole discretion, to take such credit on any open invoices of the Seller in the place of such refund. Arxada may set-off any amount owed from the Seller or any of Seller's affiliates against any amount payable at any time by Arxada.

记账/退款;抵消。根据本第5条,卖方应当以电汇的方式不延迟的退款给奥沙达或者核查奥沙达是否已经对该产品进行付款。奥沙达可以自由选择接受以记账方式将该款项用于支付对卖方的其他应付款,作为退款的替代方式。奥沙达可以在任意时间用卖方或者卖方的关联公司所欠奥沙达任意数额的债务抵消奥沙达对卖方的应付款项。

5.4 Remedies. The remedies contained in this Section 5 are in addition to all other remedies available at law, in equity or otherwise.

救济。第5条包含的救济方式是除法律、衡平法或其他救济之外的救济的补充。

5.5 Recalls and Field Corrections. If any recall, product withdrawal or field correction of any Product is required by a governmental agency or for safety or efficacy reasons resulting from (a) the supply by the Seller of any Product not complying with the terms and conditions of the Agreement (including all warranties included in the Agreement) or (b) the negligent or intentionally wrongful act or omission of the Seller or its affiliates or their representatives, then the Seller shall bear all costs and expenses, including but not limited to the costs and expenses related to such recall or field correction, communications and meetings with all

required regulatory agencies, replacement stock, service labor, installation, travel, notifying customers of such recall and any replacement product to be delivered to those same customers, including shipping costs. To the extent that any such recall or field correction is due in part to the negligent or intentional acts or omissions of Arxada, Arxada shall be responsible for such costs and expenses equitably in proportion to its fault.

召回和现场补救。如果产品由于政府要求或者安全、效能等原因进行的任何召回、撤回或者现场补救是由于(a)卖方的供货不符合本协议条款和条件(包括本协议中的所有保证)或(b)卖方或者其关联公司或其代表的疏忽、故意的不当履行或不作为造成的,则卖方应当承担所有的费用和成本,包括但不限于与此类召回或现场补救有关的费用和成本,与相关的政府部门通讯和会议、替换品仓储、服务劳动、安装、差旅、通知客户此种召回、将替代产品运输至这些客户等导致的费用,以及运输费用。如果此种召回或者现场补救部分是因为奥沙达的疏忽、故意行为或者不作为造成的,奥沙达应当按过错承担相应部分的费用和成本。

6. TAXES. This Agreement shall not include sales or use taxes, nor shall such taxes be added to the price of Product(s), provided that Arxada has indicated in the space provided that the purchase of Product(s) is exempt from such taxes. Seller agrees to pay any other taxes imposed by national or local law upon the Product(s) (and/or any services provided in connection therewith) sold to Arxada hereunder unless otherwise agreed.

税。如果奥沙达在空白处标明该产品采购免交营业税和使用税,则本协议不应包括上述税款,这些税款也不应包括在产品价格中。除非双方另有约定,卖方同意缴纳国家或地方法律对此处奥沙达采购的产品(和/或有关的服务)征收的任何其他税。

Seller shall, upon request of Arxada, inform Arxada whether the Product(s) are imported or manufactured with imported materials and furnish Arxada with all documentation required for duty drawback for product or imported materials contained in the Product purchased by Arxada hereunder.

卖方应当,在奥沙达的要求下,告知奥沙达产品是否通过进口或者利用进口材料制造,并且向奥沙达提供所有其为其所采购的产品或者产品包含的进口材料获得再出口退税所需要的文件。

7. INTELLECTUAL PROPERTY. Seller agrees to defend, indemnify and hold harmless Arxada, its successors, customer and users, from and against all liability, economic loss, damage, and expense (including attorneys' fees) resulting from any actual or alleged infringement of any intellectual property right, or any litigation based thereon, with respect to the Product(s) (or any part thereof and including Seller's process of manufacturing Product(s)), and any such obligation shall survive acceptance of such Product(s) and payment therefor by Arxada.

知识产权。卖方同意维护、保障和使奥沙达、其继受者、客户及用户免于承担由于有关产品(或其部分包括卖方生产产品的过程)的任何实际或声称的侵权知识产权行为或基于此的诉讼导致的所有责任、经济损失、损害及费用(包括律师费);即使奥沙达接受该产品并付款,卖方的该义务仍存在。

8. INDEMNIFICATION. Seller shall assume the sole responsibility for any and all actual or alleged damage or injury (including death) to any and all persons (including, but not limited to employees of Seller or Arxada) and to all property arising out of or resulting from (i) the performance of its obligations under this Agreement or any act or omission of Seller, (ii) the use or sale of the Product(s), or (iii) the negligence or willful misconduct on the part of Seller or its affiliates, and shall defend, indemnify and save harmless Arxada from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), fines, penalties, damages and/or economic losses of whatsoever nature arising therefrom except to the extent caused by the sole gross negligence of Arxada.

赔偿。卖方应当独自承担任何以及所有由于(i)本协议项下的义务的履行或卖方的任何行为或不作为(ii)产品的使用或销售,或者(iii)卖方或其分支机构的过失或故意不当行为所引起或导致的任何

及所有人（包括，但并不限于卖方或奥沙达的雇员）及所有财产的任何及所有的实际或声称的损害或伤害（包括死亡）的单独责任，并维护、保障和捍卫奥沙达免遭由此而引起的所有的任何类型请求、责任、费用（包括合理的律师费）、罚款、惩罚、损害及/或经济损失，除非其原因是奥沙达单独重大过失。

9. WARRANTIES. Seller warrants good title to all Product(s). Seller warrants that the Product(s) are new, merchantable, safe, fit for intended use, free from defects in workmanship and materials and conform to the Specifications and any drawings, samples, or other descriptions referenced herein or applicable thereto.

保证。 卖方保证其对所有产品拥有有效的所有权。卖方保证所有产品是新的、适销的、安全的、适合预期用途和没有瑕疵的，并且符合规格、图纸、样品和其协议内或适用本协议的描述。

Seller further warrants that any services provided in connection therewith shall be performed in accordance with the highest standards, in a workmanlike manner, free from defects in workmanship and materials and in conformance with all specifications, (s), or drawings referenced herein or applicable thereto. Product(s) or services found to be defective in material or workmanship or nonconforming with specifications within eighteen months from the date of shipment (or performance) or twelve months from the date of putting same into service, whichever date occurs first, shall, at Arxada's option, be corrected or repaired in place by Seller, or be replaced at a Arxada facility by Seller, or be returned to Seller at Seller's expense (including transportation and handling costs) for repair, replacement or full refund.

卖方还保证所有与本协议有关的服务都符合最高标准，达到熟练工人的标准，不存在手工及原料上的瑕疵，并且符合所有规格、图纸、设计图或协议内或适用本协议的图纸的要求。如果任何产品或服务的原料、手工发现瑕疵，或者不符合规格，奥沙达可以从装运（或履行）起的十八个月内或从投入使用起的十二个月内，以最先发生的一天为准，选择在卖方处更改或维修，或者卖方在奥沙达处替换，或者为了维修，替换或全额退款还至卖方出，并且所有的费用由卖方来承担(包括运输和搬运费用)。

Seller further warrants that it shall comply with the latest version of Arxada's Supplier Code of Conduct which may be accessed via Arxada's webpage.

卖方进一步保证本协议符合奥沙达网站上发布的最新“奥沙达供应商行为准则”。

10. RELEASE OF LIENS. Seller shall, at its sole cost and expense, obtain from all its subcontractors and materialmen waivers and releases of all liens which may be imposed by them against the premises of Arxada or the improvements thereon, in connection with any Product(s), and Seller shall defend, indemnify and hold harmless Arxada with respect thereto.

留置权的放弃。 卖方应当独自承担成本和费用获得其分包商及材料供应商放弃和免除其与产品有关的，可能对奥沙达的房产或其改装设施的留置权的弃权声明书；并且卖方应当维护、保障和捍卫奥沙达免遭于此有关的请求。

11. DELIVERIES. Time is of the essence of this Agreement. The agreed delivery dates are fixed dates. Product ordered shall be delivered on the date stipulated in the Agreement or within the agreed time period. When this date or period expires, the Seller is in arrears without any subsequent deadline being set. The Seller may rely upon the omission of necessary documents or parts to be supplied by Arxada only if it requested them in due time. The delivery period shall then be appropriately extended. Notice shall be given in due time of the delivery of ordered Product prior to the agreed delivery date. Arxada specifically reserves the right to refuse to accept a premature supply of Product ordered, without this constituting delay in acceptance. Unless otherwise agreed, Arxada specifically reserves the right to refuse or to store a non-agreed under- or over-supply of Product ordered, at the Seller's cost and risk. In addition to all its other legal remedies, Arxada reserves the right to cancel all or any part of the undelivered Product(s) if Seller does not make deliveries as specified, or if Seller breaches any of the terms hereof.

交付。 时间对本协议至关重要。约定的交付日期为固定日期。订购的货物应当按照协议约定日期或者在约定期间交付。超过约定日期或者约定期间的，卖方即构成拖欠，不在事后另设新的交付日期。卖方仅可在其于适当时间已向奥沙达提出过请求的前提下，才可依赖于奥沙达对其应提供必要文件或附件义务的不作为。交付期间因此可相应延长。在约定的交付日期之前，卖方应当适时通知奥沙达订购产品的发货情况。奥沙达特别保留拒绝接受早于约定交付日期交付的所订购产品的权利，并且该种拒绝不构成逾期接受。除非另有约定，奥沙达特别保留对未经同意的少于或者超过订单要求的产品拒绝接收或者将其仓储的权利，且由卖方承担相应的费用和 risk。如果卖方未能按照约定完成交付或者卖方违反了任何本协议的约定，除了奥沙达获得法律上的救济权利，奥沙达保留取消全部或者部分未交付的产品的权利。

12. FORCE MAJEURE. A party shall have no liability for any act, omission or circumstance occasioned by any cause not within its control and which it could not, by reasonable diligence, have foreseen or avoided. Such acts, omissions or circumstances, however, shall not relieve a party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause with all reasonable dispatch and to give notice (including all details of the situation) in writing to the other party as soon as possible after the occurrence thereof.

不可抗力。 一方不应为任何由于其不能控制或者在合理勤勉情况下仍无法预测或避免的原因导致的任何行为，不作为或者情况负责。然而，此类行为，不作为或者情况不能解除其由于未能尽到合理勤勉义务对该情形进行补救并且尽合理努力排除原因并且在该情形发生后书面通知（包括所有该情形细节）另一方的义务。

13. CONFIDENTIALITY. Seller agrees not to make any use of writings, data, designs, drawings, specifications or any other information furnished to it by Arxada or observed or developed by Seller in the performance hereof and to not disclose any of the foregoing to third parties, except as required in the performance of this Agreement and then only after first obtaining a written agreement from such third parties to be bound by similar secrecy and use restrictions. Upon completion, cancellation or termination of this Agreement, Seller shall return to Arxada all of the foregoing, including all copies, extracts or derivatives of tangible materials containing any of the foregoing made by Seller or third parties employed by Seller, together with Seller's certification of such return. Arxada shall at all times have title to all drawings, specifications, writings or other documents prepared or furnished by Seller hereunder. All Product(s) produced for Arxada hereunder which are subject to or may be copyrighted under the PRC Copyright Law shall be deemed to be "works made for hire" and title to and ownership of such Product(s) shall at all times be in Arxada.

保密。 卖方同意不利用奥沙达提供的或者卖方在履行本协议时获取或了解到的记录、数据、设计、图纸、规格或者其他信息，并且不向第三方披露以上任何信息，除非履行本协议需要，并且只有在第三方签订了书面协议保证承担同样保密和限制使用义务的之后方能向第三方披露。在本协议完成、解除或者终止之时，卖方应当归还奥沙达所有上述材料，包括所有的复印件、摘要以及其他卖方或卖方雇佣的第三方制作的其他派生的有形资料，以及卖方对此种归还所作出证明。奥沙达始终对所有的图纸、规格、记录或者其他卖方根据本协议准备或者提供的材料享有所有权。所有根据本协议为奥沙达生产的可能受到中国著作权法约束或者拥有著作权的产品应被视为“职务作品”并且奥沙达始终拥有该种产品的权利和所有权。

14. PRODUCT STEWARDSHIP. Seller shall furnish Arxada, prior to the first delivery, Seller's current Material Safety Data Sheet and other literature pertaining to the hazards associated therewith and the precautions which should be observed with respect thereto. Seller shall promptly furnish Arxada copies of any revisions to any of the same issued by Seller during the term of this Agreement.

产品管理。 卖方应当在第一次交付货物前向奥沙达提供卖方现行的材料安全数据表格和其他与此种危险相关的材料和应当进行采取的预防措施。卖方应当不迟延地向奥沙达提供卖方在协议有效期内对此类文件的任何修改。

15. CONTINUOUS IMPROVEMENT. Seller acknowledges and agrees commit itself to continuous quality improvement. For example, Seller specifically acknowledges its commitment to attempt to attain 100% conformance with all of its obligations pursuant to this Agreement, including the goals of 100% on-time delivery and 100% conformance with warranty obligations. Arxada may note in writing to Seller any non-conformance by Seller to the contract requirements. Seller agrees to review and provide written response, within the time period specified on such writing, to all such writings issued and agrees to put corrective actions in place to correct any non-conformance listed on such writings.

持续改进。 卖方承认并且同意努力改进产品质量。例如，卖方特别了解其必须努力尝试做到 100%符合本协议下其承担的义务，包括 100%按时交付产品和 100% 履行其保证义务。奥沙达可以将任何卖方不符合协议要求的情况书面通知卖方。卖方同意在该书面通知规定的时间内进行复查并提供书面回复，并且采取纠正措施以纠正任何该书面通知中列出的任何不符情况。

In the event that the composition, packaging or sourcing of raw materials used in the production of Product(s) is altered, or the manufacturing process, quality tests, or quality test methods used in the manufacture of the Product(s) is altered, Seller agrees to promptly notify Arxada in writing of the alteration. Upon its request, Arxada or its customer may inspect and verify Product(s) at Seller's facilities. Seller agrees to promptly notify Arxada in writing of loss of any third party certification (such as ISO9000 Series, QS9000) that occurs during the Term of this Agreement.

如果产品生产所使用的原材料的成分，包装或者来源发生了变化，或者产品的生产过程，质量测试，质量测试方法发生了改变，卖方同意不迟延的书面通知奥沙达该种变化。在奥沙达及其客户的要求下，奥沙达及其客户可以在卖方厂房检查和验证产品。在协议生效期间内，卖方同意不迟延的书面通知奥沙达其未能通过任何第三方认证（例如 ISO9000 系列，QA9000）的情况。

16. MISCELLANEOUS. No transfer or assignment of this Agreement or any of its rights or obligations shall be made by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed. The failure of either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Agreement. If any part of this Agreement shall be found to be invalid or unenforceable under applicable law in any jurisdiction, such part shall be ineffective only to the extent of such invalidity or unenforceability in such jurisdiction, without in any way affecting the remaining parts of this Agreement in that jurisdiction or the validity or enforceability of the Agreement as a whole in any other jurisdiction. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as nearly approximate the intent of the Parties as possible. This

Agreement shall be governed by the laws of the Peoples Republic of China. The United Nations Convention on Contracts for International Sales of Goods shall not apply to this Agreement. Any disputes under this Agreement that cannot be resolved by the Parties through good faith negotiation shall be submitted to China International Economic and Trade Arbitration Commission South China Sub-Commission for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The place of arbitration shall be Guangzhou, China. The arbitral tribunal shall consist of three (3) arbitrators. The language of arbitration shall be Chinese or English.

其他。 在没有对方书面同意的情况下，任何一方不能擅自移交或转让本协议或协议内的权利和义务。任何一方在任何情况下未反对非严格执行本协议条款不能被理解为对该条款的持续性弃权，或是对任何一条协议内的条款的弃权。如果协议的任何一部分被在适用的法律下被认为是无效的或者是不可实施的，这一部分只能在无效的和不能实施的范围内失效，并不能影响到其余协议的部分以及整个协议的有效性及其可实施性。此外，无效的部分应当为了最能接近双方的目的以双方认可的方式更改。本协议适用中华人民共和国法律。《联合国国际货物销售合同公约》不适用于本协议。任何关于本协议的不能通过善意协商而解决的争议，均应提交中国国际经济贸易仲裁委员会华南分会，按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均具有约束力。仲裁地点在中国广州。仲裁庭由三（3）名仲裁员组成。仲裁语言为中文或者英语。

17. CORPORATE RESPONSIBILITY. Seller warrants that Seller has not and will not, directly or indirectly, enter into any agreement, participate in a collusion or otherwise take any action in restraint of free or competitive bidding, including, but not limited to, any offer or promise of future employment or business opportunity by or for any contractor or subcontractor, or any personnel of Arxada or its contractors or subcontractors associated with this transaction.

共同责任。 卖方保证以前没有，并且未来不会直接或间接的签订任何协议，以串通或其他手段限制自由竞标，包括但不限于给予来自于奥沙达的职员或奥沙达的承包商，分包商和与此项交易有关联的承包商与分包商的任何关于未来雇佣机会和商机的承诺。

When Seller has reasonable grounds to believe that a Arxada or Seller employee, subcontractor or subcontractor employee, directly or indirectly, solicited, accepted or attempted to accept any money, fee, gratuity, offer or promise of future employment or business opportunity, or thing of value of any kind for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract associated with Arxada, Seller shall promptly notify Arxada's General Counsel of the possible misconduct.

如果卖方有合理基础认为奥沙达或卖方的职员，分包商或分包商的职员为了不正当的获取或给予与奥沙达有关的合同或分包合同有关的优惠待遇而直接或间接的提出，接受，或试图接受任何金钱，报酬，礼物以及雇佣机会和商机，或任何有价值物品，卖方必须即时将此不当行为告知奥沙达的总法律顾问。