

TERMS AND CONDITIONS OF SALE

销售条款和条件

1 General

总则

Thank you for doing business with our company. We value your custom and look forward to being of service to you. These Terms and Conditions shall apply to and govern any agreement between

感谢贵司/阁下选择我们公司。我们十分重视贵司/阁下的惠顾并期望为贵司/阁下提供服务。本条款和条件适用于以下双方之间的所有协议：

**Modern Water:** Modern Water Technology (Shanghai) Co., Ltd, a company organized and existing under the laws of the People's Republic of China (the "PRC") with social credit number 91310000080054550H, which made you the offer to supply goods and/or services; and

**现代水务:** 莫尔顿水务技术(上海)有限公司, 一家根据中华人民共和国("中国")法律设立并存续的公司, 统一社会信用代码为 91310000080054550H, 货物销售方和/或服务提供方; 和

you, the **Buyer**, [\_\_\_\_\_], a company organised and existing under the laws of the People's Republic of China with social credit number [\_\_\_\_\_], to whom Modern Water's offer was addressed.

**贵司/阁下、采购方:** [\_\_\_\_\_], 一家根据中国法律设立并存续的公司, 统一社会信用代码为 [\_\_\_\_\_], 现代水务销售货物或提供服务之对象。

These Terms and Conditions and any agreement between the above parties for the purchase and sale of the Goods and Services subject to these Terms and Conditions, shall collectively constitute the "Contract" (and in the event of any conflict, these Terms and Conditions shall prevail).

本条款和条件以及任何受制于该等条款和条件的协议, 共同构成"交易合同"(如有任何冲突之处, 本条款和条件应优先适用)。

Any other terms, conditions, warranties or representations, whether made prior to, collateral with or subsequent to These Terms and Conditions are excluded. No additional terms of any nature put forward by the Buyer, whether printed on the Buyer's documents or in any other form, shall apply unless they are separately brought to Modern Water's notice and express consent thereto is given in Modern Water's written acceptance. This agreement and its terms shall be treated as strictly confidential.

任何在本条款和条件之前、之后或与本条款和条件同时达成的其他条款、条件、保证或陈述均被排除适用。除非采购方另行通知现代水务, 并获得现代水务的书面同意, 任何采购方印刷于其采购方文件或以任何其他形式提出的其他条款均不适用。

2 Contract Date

交易合同日期

The Contract shall become binding upon the parties only when Modern Water accepts an order for Goods or Services from the Buyer (the "Order"). Any quotation given by Modern Water shall be deemed to be an invitation to treat and not an offer on the part of Modern Water. For the avoidance of doubt, an Order may be oral or in writing and may, without limitation, include a signed copy of a work report.

交易合同自现代水务接受采购方下达的货物或服务订单("订单")时起对双方有约束力。任何现代水务向采购方提供的报价均视为要约邀请, 而非现代水务的要约。为免疑义, 订单可以口头或书面形式作出, 包括但不限于, 一份已签署的工作报告。

3 Cancellation

撤销

Unless otherwise required by law, orders placed and accepted cannot be cancelled except with our consent and on terms which indemnify us against loss. Goods returned without our consent will not be accepted for credit.

除非法律法规另有规定, 订单下达和被接受后不得撤销, 除非我司同意且我司的损失得以获得赔偿。未经我司同意, 我司不接受任何退货。

4 Prices & Payment, Risk & Title, Inspection

价格、付款、风险、所有权和检验

- a) The prices quoted by Modern Water are the prices at the time of quotation only and the price to be paid shall, unless agreed otherwise, be the standard price ruling at the date of delivery, at the time of installation or at the time of carrying out a service referred to in the Order as the case may be. To the extent they relate to goods, all prices are, unless

otherwise stated, payable in RMB. Any estimates shall be prepared according to good engineering practice without Modern Water guaranteeing or accepting any liability for the accuracy or lack of accuracy when compared to actual charges.

现代水务在报价时提供的价格仅仅是报价时有效的价格。采购方应付的最终价款应以货物交付、安装或服务提供时订单中载明的有效价格为准, 双方另有约定除外。货物的价款应以人民币结算, 双方另有约定除外。任何价格估算均是现代水务根据良好的工程惯例做出, 现代水务对该等价格估算的精确性未作出任何保证, 也不承担任何责任。

- b) Where the agreement between the parties does not specify other terms of payment the Buyer, payment shall be made in full not later than 30 days from the date of invoice. Modern Water will issue VAT special Fapiao to the Buyer within 15 days upon the receipt of the full payment of the Goods or Services.

- c) 除非双方对付款期限另有约定, 采购方应在账单开具之日起 30 天内支付全额货款。现代水务应在收到采购方货款或服务费后的 15 天内开具增值税专用发票。Unless otherwise specified, all

- d) deliveries to Buyer by Modern Water shall be, at Modern Water's sole option. The Buyer shall be responsible for the freight charges and transportation insurance.

除非另有约定, 现代水务有完全自主权决定货物的装运方式。货物运输的运费和保险费均有采购方承担。

- e) Notwithstanding any other provisions in the Order, these Terms and Conditions or any other applicable terms and conditions, all Goods shall remain the property of Modern Water until Modern Water has been paid in full. The Buyer shall not endeavour to dispose of, or mortgage, or charge, or lend, or part with possession of the Goods, other than in accordance with the agreed payment terms and only with the express prior written consent of Modern Water.

尽管有订单、本条款和条件或其他约定条款和条件中任何其他约定, 在现代水务未获取货物全部价款前, 该等货物的所有权仍为现代水务所有。除非双方对付款期限另有约定, 且现代水务事先书面同意, 采购方不得试图将货物处置、抵押、押记、出借或放弃对货物的占有。

- f) Inspection: Buyer must promptly inspect and accept any Goods delivered or made available for delivery. In the event they do not conform to applicable quantities and specifications, Buyer shall promptly notify Modern Water of such non-conformance in writing and Modern Water shall repair or replace said Goods in accordance with paragraph 8 of these Terms and Conditions. Buyer shall be deemed to have accepted the goods and to have waived any non-conformance in the event that such written notification is not received by Modern Water within thirty (30) days of delivery.

检验: 采购方在货物交付后应立即检验货物。若货物数量或规格不符合约定的, 采购方应立即通知现代水务该等不符事项。现代水务应根据本条款和条件的第 8 条维修或更换该等货物。若自货物交付之日起三十(30)日内, 现代水务未收到采购方关于货物存在不符事项的书面通知, 应视为采购方已经接受货物且该等货物的数量或者规格符合约定。

5 Overdue Accounts

逾期付款

The Buyer shall be liable to pay interest at 1.5% per month calculated on a daily basis on all overdue accounts. The Buyer has no right of set-off in payments due to Modern Water.

采购方未按期支付任何到期款项的, 则其应按 1.5% 月利率的标准支付逾期付款违约金。采购方无权抵销对现代水务的任何到期款项。

6 Limitation of Liability & indemnity

责任限制

- a) Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Buyer agrees that Modern Water's aggregate liability to Buyer and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to the Contract shall be limited to the lesser of \$50,000 (or equivalent RMB) or the total amount of compensation received by Modern Water hereunder, whichever is greater. In the event that claims involving the Contract are sought to be resolved through litigation, the prevailing party shall be entitled to collect from the other party all litigation costs and expenses, including attorneys fees and expert fees, incurred in successfully prosecuting or defending such action. All claims arising under or in connection with the Contract must be filed in a court or an arbitration committee of appropriate jurisdiction within one year of the expiration of the Guarantee Period as defined in Section 7 of this contract or be forever barred.

除本合同第 7 条约定的情形外和法律允许的最大范围内, 采购方同意, 交易合同项下现代水务对采购方和其他方就任何性质的伤害、索赔、主张、损失、费用或损害的累计责任不超过 50,000 美元(或等值人民币), 或现代水务在交易合同项下已获得的补偿, 以较高者为准。若与交易合同有关的索赔诉诸于诉讼, 胜诉方应有权要求另一方承担其实现权利所发生的诉讼成本和费用, 包括律师费、专家费。由交易文件引起的或与交易文件相关的索赔应在第 7 条约定的质保期届满之日起的一年内提交有管辖权的法院或仲裁机构, 否则诉讼时效届满。



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b) Modern Water shall indemnify, defend and hold harmless Buyer, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties, including attorney's fees and costs of defense, for personal injury, disease or death, and damage of property arising from this Contract to the extent caused by the negligence or willful misconduct of Modern Water. To the extent arising from the performance of services including installation, Modern Water's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 15 of this contract and Buyer agrees to release, defend and indemnify Modern Water from and against all further liability under the above indemnity arising from this Contract.

对于因本合同引起的、由第三方提起的索赔、要求和诉讼，包括律师费和诉讼成本、人身伤亡损害、财产损失，现代水务在其故意或过失的范围内对采购方及其高管、董事、代理人、员工和关联公司和母公司承担赔偿责任并使其免受损害。对现代水务提供服务（包括安装服务）引起的任何损失或损害，现代水务的赔偿责任累计不超过本合同第 15 条项下其可获取的保险赔偿额，就前述赔偿责任外，采购方同意免除、免于、补偿现代水务由此产生的责任。

c) Modern Water shall not be liable for any indirect or consequential loss or damage suffered by the Buyer howsoever caused, including, without limitation, delay, loss of production, loss of profits, loss or damage to other property or goods.

现代水务不应承担采购方任何的间接或从属性的损失或损害，不论该等损失或损害是如何引起的，包括但不限于，延误损失、生产损失、利润损失或对其他财产或货物产生的损失或损害。

d) By placing an Order, the Buyer agrees to fully indemnify Modern Water, its officers, directors, agents, employees and affiliated and parent companies, against all claims, cost, expense, loss or damage whether direct or indirect or consequential which Modern Water may suffer, including without limitation attorney's fees and costs of defense, howsoever arising from the Buyer's breach of any of its obligations under the Order, these Terms and Conditions or any other applicable terms and conditions.

采购方下达订单意味采购方同意，对于因订单、本合同条款和条件或任何其他约定的条款和条件项下现代水务遭受的直接或间接索赔、成本、费用、损失或损害，包括但不限于律师费和诉讼成本等，采购方对现代水务、其高管、董事、代理人、员工和关联公司和母公司承担赔偿责任。

## 7 Guarantee

### 质保

a) Modern Water accepts liability for a period of twelve (12) months from the date of delivery, or, where the Goods are installed by Modern Water, from the date of installation, or, where a Service is being included by Modern Water, from the date of such Service, to make good any defects in Goods supplied by Modern Water which such Goods develop under proper use as a result of faulty materials or bad workmanship in manufacture, subject to the following provisions:

就因生产中使用瑕疵材料或不良工艺导致的货物缺陷，现代水务对货物的质保期为十二（12）个月，自货物交付之日起算，提供安装服务的，自安装之日起算、提供服务的，自服务提供之日起算，但前提是：

I. The Goods have been installed by Modern Water or installed in accordance with instructions given by Modern Water.

货物由现代水务安装或根据现代水务的指示安装。

II. The Goods have at all times been operated in accordance with Modern Water's operating and maintenance instructions.

货物始终根据现代水务的操作和维护说明进行操作。

III. The nature of the input water or other governing data to the Goods has not changed in composition by a significant amount.

进水的性质或设备的其他管理数据无重大变更。

IV. There has been no exchange or modification of the Goods or the parts thereof after installation without prior agreement with Modern Water in writing.

在安装后，未经现代水务书面同意，货物或其零部件未被更换或修改。

V. That only approved parts, chemicals and consumables are used.

货物仅使用经认可的零部件、化学品和耗材。

VI. None of the settings of the Goods control gear (save controls designed for customer's use) have been altered without written authority from Modern Water.

未经现代水务书面同意，货物控制装置的任何设置（除为客户专门定制的控制装置外）未被变更。

VII. The Goods have not been misused or damaged by external force.

货物未被误用或遭受外力的损坏。

VIII. Where a Service includes the repair of the Goods, the guarantee shall only cover the repaired part of the Goods and shall never, unless expressly agreed otherwise, extend beyond a period of 2 years from the start of the original guarantee period for the original Service provided, which period is set out in the first paragraph of this condition 7(a), above.

若货物涉及维修，货物的质保期不重新起算，但经维修的货物零部件的质保期重新起算，但该等质保期在任何情况下不超过第 7 (a) 条约定的货物原质保期起算之日的 2 年，双方另有约定除外。

b) No guarantee is extended to consumable items, such as, without limitation, batteries, reagents, electrodes and light bulbs.

耗材无质保期，包括但不限于，试剂、电池、电极和灯泡。

c) Save as aforesaid, Modern Water accepts no liability for any Goods provided or installation or Services carried out by Modern Water.

除以上约定外，现代水务不对其提供的任何货物、安装或服务承担质保责任。

## 8 Claims and Returns of Goods

### 索赔和退货

The entitlement of the Buyer to any benefit of the guarantee shall be subject to the following conditions:

采购方行使质保条款的权利受制于以下条件：

a) That any complaint shall be delivered in writing to Modern Water in the case of alleged defects within twenty-one (21) days of the date of the alleged defect arising or being discovered by the Buyer and in any event not later than twenty-one (21) days after the expiration of the guarantee period.

自声称的缺陷发生或被采购方发现之日起的二十一（21）日内，采购方对该等缺陷的投诉应书面送达现代水务，且在任何情况下，不应晚于质保期届满之日起的第二十一（21）日。

b) That the Buyer shall prove to Modern Water's satisfaction that the alleged defect is one covered by one or more of the provisions of guarantee and Modern Water shall have sole discretion whether the Goods, or the part in question, should be made available for inspection by Modern Water's representative at the Buyer's premises or whether the same should be returned at the Buyer's cost and risk to Modern Water. The Buyer shall also be responsible for all costs of redelivery of an alleged defective part after examination and / or repair by Modern Water unless Modern Water in its discretion shall otherwise decide.

采购方向现代水务证明，声称的缺陷属于现代水务质保条款范围内的一项或多项缺陷，且现代水务有完全自主权决定是否需要派代表前往采购方场所检验存在问题的货物或零部件，或是否由采购方承担将货物退回现代水务的成本和风险。在现代水务完成检验和/或维修缺陷货物后，采购方应当负责该等货物返运的所有成本，除非现代水务另行决定外。

c) Notwithstanding the foregoing permission in writing from Modern Water must be obtained before any Goods are returned.

尽管有前述约定，采购方应在退货前获取现代水务的书面同意。

## 9 Variations and Other Events

### 变更和其他事项

a) All requests for variation of an Order must be in writing. If Modern Water in its sole discretion agrees to comply with the request:

所有订单变更的请求均应以书面做出。若现代水务同意变更订单，则：

I) then the Buyer must pay Modern Water the amounts reasonably invoiced for the variation, including without limitation, the extra costs of freight, insurance and labor charge; and

采购方应支付现代水务因订单变更发生的且开票要求支付的合理费用，包括额外的运费、保费和人工费用；及

II) Buyer acknowledges that any variation may lead to additional costs and impact any time periods agreed between the parties.

采购方确认任何订单变更将导致额外的成本以及影响双方约定的任何时间期限。

b) Modern Water may increase the price stated in an Order if a delay occurs that is not attributable to Modern Water.

若非因现代水务的原因导致货物交付迟延的，现代水务有权增加订单中的价款。



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C) Modern Water may make changes to the Goods, their delivery or packaging:

在以下情形下，现代水务有权变更货物的交付或包装：

- without notifying the Buyer, if the changes improve the Goods or do not substantially deviate from their original specifications for the Goods; or

若该等变更将对货物的改善，或对货物的原有规格不会产生重大影响，则无需通知采购方；或

- in other cases, with the Buyer's approval.

其他情形下，应获得采购方的同意。

## 10 Variation of Order Terms

### 订单条款的变更

Any attempt by the Buyer unilaterally to vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Any variation of the Terms and Conditions of any Order will become binding only if agreed in writing by Modern Water.

采购方任何单方变更订单的意图（包括本条款和条件），不论口头或书面，均属无效。任何对订单条款和条件的变更仅在现代水务书面同意后有效。

## 11 Drawings

### 图纸

- a) All drawings and design information supplied by or on behalf of Modern Water remains or becomes the property of Modern Water and will not be copied, reproduced or disclosed to a third party without the written consent of Modern Water. Dimensions, weight and other details on such drawings and documents are approximate only unless certified by Modern Water.

任何现代水务提供的或代表现代水务提供的图纸和设计信息的所有权归属于现代水务，且未经现代水务书面同意，不应被复印、复制或披露给第三方。该等图纸和文件中的尺寸规格、重量和其他详细数据仅是约数，除非取得现代水务的认证。

- b) If required by the Buyer, drawings and design information will be submitted for approval. The period allowed for approval of drawings or design information is limited to 10 working days from receipt thereof and delays in excess of this period may result in a delay in delivery, without compensation being payable to the Buyer.

经采购方请求，图纸和设计信息将被提交以获取批准。采购方应当自收到图纸和设计信息之日起的 10 个工作日内做出批准，逾期未批准的将导致货物交付的延迟，且采购方无权就该等延迟获得任何补偿。

## 12 Buyer Default:

### 采购方违约

If 在以下情形下：

- a) the Buyer fails to pay when due any amount owing to Modern Water; or

采购方未能支付现代水务任何到期款项；或

- b) the Buyer breaches any other provision of an Order, these Terms and Conditions or any other applicable terms and conditions and fails to remedy the breach within 7 days after receiving written notice requiring it to do so; or

采购方违反任何订单、本条款和条件或其他约定的条款和条件之约定，且在收到现代水务书面通知之日起 7 日内未能纠正该等违约行为；或

- c) any step is taken to appoint a receiver (including an administrative receiver), a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of part or all of the assets or businesses; or

就采购方的全部或部分资产或业务，采购方被指定接管人（包括破产企业财产行政接管人）、接管和管理人、破产托管人、清算人、临时清算人、管理人或其他类似人士；或

- d) any step is taken by a mortgagee to exercise any rights to take possession of any property of the Buyer;

抵押权人对采购方的财产行使抵押权或任何其他权利以占有采购方财产；

then: Modern Water may do either or both of the following (in addition to any other rights Modern Water may have):

则现代水务有权单独或同时地行使以下权利（不影响现代水务的其他权利）：

- I. require the Buyer to pay immediately the price of any Goods or Services invoiced but

unpaid or to pay in advance of delivery or completion; or

要求采购方立即支付所有已出具账单的货物或服务的应付款项或在货物交付或服务完成前支付所有应付款项；或

- II. suspend or cease supplying any Goods or Services to the Buyer.

立即中止或终止向采购方提供任何货物或服务。

## 13 Delivery, Force Majeure and Storage

### 交付、不可抗力 and 存储

- a) Where Modern Water has agreed to deliver the Goods:

在现代水务同意运输货物的情形下：

I. It will make reasonable endeavours to deliver on or before the estimated date of delivery, but Modern Water excludes all liability for all direct and indirect consequences of delay caused in whole or in part by strikes, lock-outs, works breakdown, fire, shortages of materials or labour, Government embargoes, refusal or delay in granting export or import licences or permits, inability of sub-contractors, delay in approval of engineered drawings or any other event of whatsoever nature which is beyond the reasonable control of Modern Water.

现代水务将尽合理努力将货物在预计的交付日前送达，但因罢工、工厂停业、停工、火灾、材料或劳动力短缺、政府禁运、无法或迟延获得进出口许可、分包商履行不能、工程图纸批复迟延取得或其他超出现代水务合理能力控制外的原因导致的延迟，现代水务无须就该等延迟承担任何直接或间接责任。

II. The Buyer shall provide clear access and space for receiving the Goods.

采购方应提供清晰的接收货物的交货地。

III. Modern Water shall not be responsible for offloading or putting Goods into place, unless this is expressly agreed by the parties.

现代水务不负责卸载货物或搬运货物，除非双方另有明确约定。

IV. Modern Water shall not be responsible for damage or deterioration in transit unless the Buyer notifies Modern Water thereof in writing within 5 working days of delivery.

除非采购方自货物交付之日起的 5 个工作日内书面通知现代水务，现代水务对运输中造成的货物损坏或变质不承担责任，

- b) If Modern Water does not, within ten (10) working days after the date of notification that they are ready for despatch, receive what it considers to be sufficiently precise forwarding instructions to despatch the goods, then the Buyer shall accept delivery when tendered by Modern Water at a date and time of its choosing or arrange storage. Modern Water shall be entitled to arrange storage on the Buyer's behalf and the Buyer undertakes to pay for all reasonable charges made for such storage, for insurance and delivery which Modern Water invoices to the Buyer.

若现代水务自收到待运通知之日起十（10）个工作日内未能收到其认为足够明确的装运发货指示，则采购方应在现代水务选择或安排货物存储的日期和时间接受货物的交付。现代水务有权代表采购方安排货物存储，且采购方同意根据现代水务出具的账单支付与该等存储有关的全部合理的存储、保险和运输费用。

## 14 Buyer's Site, Licences and Installation

### 采购方场所、许可和安装

- a) The Buyer hereby warrants that it has provided or will provide in good time Modern Water with all available information regarding the Buyer's site, structures, facilities, buildings and land (together or individually the "site") and that it will provide all licences and permits required.

采购方保证其已提供或将及时向现代水务提供所有采购方场所、结构、设施、房屋和土地（合称或单独称“采购方场所”）的信息以及提供所有必要的许可。

- b) Where Modern Water obtains any knowledge of the site or other site on which the goods are to be installed, then such knowledge shall not mean that Modern Water thereby has knowledge of all factors affecting its services, goods. The Buyer shall be responsible for the site's condition to ensure an adequate environment for the services, goods and indemnifies Modern Water with regard to any risks, contingencies and other circumstances which may affect the site, including, without limitation, any contaminated or hazardous substances.

若现代水务已知晓货物将被安装的采购方场所或其他场所，则该等知晓并不意味着现代水务知晓所有将影响其提供服务或货物的因素。采购方应对其场所的条件负责，并确保符合服务或货物提供所需的适当环境，且就任何风险、意外事件和其他可能影响场所的情况，包括但不限于任何污染或危险物质，对现代水务承担赔偿赔偿责任。

## 15 Insurance 保险

If this contract includes services including installation, Modern Water shall maintain Worker's



Compensation and Employer's Liability Insurance in accordance with requirements of the state in which any services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and contractor's pollution liability insurance in the amount of \$1,000,000.

若本合同项下的服务包括安装服务，现代水务应根据服务提供地的规定购买工伤保险和雇主责任险、综合责任险（包括合同和承包商保护责任保险），且就每次人身伤害和财产损失事件，保额为 1,000,000 美元；汽车责任险，包括自持和租赁的汽车，就每次人身伤害和财产损失事件，合计保额为 1,000,000 美元；承包商污染责任险保额 1,000,000 美元。

16 Additional charges 其他费用

Modern Water may make and, if made, the Buyer shall pay reasonable costs and charges in addition to the contract price (including without limitation travel expenses, freight and insurance expenses and overtime compensation of Modern Water's personnel) if:

在以下情形下，除合同价款外，采购方向现代水务支付合理的成本和费用(包括但不限于差旅费、运费、保费和现代水务人员的加班补偿):

- the presence on site of a representative of Modern Water is required for installation, commissioning or after sales services;

现代水务的代表被要求前往采购方场所提供安装、调试或售后服务:

- installation or commissioning is required and this is delayed by reason other than the fault of Modern Water;

现代水务被要求安装或调试货物，且该等服务的迟延并非现代水务过错造成:

- samples are to be taken, analysed or disposed of.

样品需要被取走、分析或处置:

- contaminated materials are uncovered, analysed or disposed of;

受污染的材料被发现、需要被分析或处置:

- after sales, delivery or any other services are required and for materials used for such purposes; and/or

现代水务被要求提供售后、运输或任何其他服务以及为前述目的需要使用的材料:和/或

- any services that are carried outside normal business hours on normal working days.

现代水务在正常工作日的营业时间内提供任何服务。

17 Miscellaneous 其他

- a) The construction, interpretation and performance of all transactions under the Order, these Terms and Conditions and any other applicable terms and conditions shall be governed by the laws of the PRC, without regard to its principles or laws regarding conflicts of laws.

订单、本条款和条件和任何其他适用的条款和条件项下所有交易的解释和履行均应由中国法律管辖，排除适用法律冲突的原则或法律。

- b) If any of the provisions of these Terms and Conditions is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of these Terms shall remain in full force and effect without being impaired or invalidated in any way.

不论任何原因，若本条款和条件中的任何条款（全部或部分）属于或变成非法、不可强制执行或无效，本条款和条件的其余条款仍应保持完全有效，不会以任何方式受损或无效。

- c) Unless otherwise specifically agreed by Modern Water and Buyer, any dispute arising under or in connection with the Order, these Terms and Conditions and any other applicable terms and conditions shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center, "the SHIAC") for arbitration according to its applicable arbitration rules when the arbitration application is submitted. The arbitration shall be conducted and heard in Shanghai. The arbitration award shall be final and binding upon Modern Water and Buyer.

除非现代水务和采购方明确同意，就任何由订单、本条款和条件和任何其他适用的条款和条件产生或与之相关的纠纷，任何一方均有权将该等纠纷提交至上海国际经济贸易仲裁委员会（上海国际仲裁中心），仲裁地和开庭地为上海，并依照申请仲裁时该会的现行仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

- d) There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void.

任何一方均无权将本合同项下的权利或义务转让至第三方，且任何该等转让均属无效。

- e) This contract constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of Modern Water. Modern Water hereby objects to any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests and other documents received from Buyer that would otherwise have the effect of modifying or abrogating these Standard Terms and Conditions in whole or in part.

本合同构成双方之间的完整理解。本合同的任何弃权、变更或修改仅在现代水务的授权代表以书面形式作出并签署后生效。现代水务不接受，其先前或将来从采购方处获取的将变更或使本条款和条件全部或部分内容废止的订单、工作指令、账单、声明、证明和其他文件。

- f) These terms and conditions are made in both Chinese and English. In case of any discrepancy between the two languages, the Chinese version shall prevail.

本条款和条件以中文和英文制定，两种文本发生不一致的，以中文为准。

**BUYER UNDERSTANDS AND ACKNOWLEDGES THAT IT HAS CAREFULLY READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF SALES ABOVE, AND BUYER FULLY UNDERSTANDS AND ACCEPTS THE LIMITATION OF LIABILITIES CLAUSES THEREOF.**

采购方理解并确认其已经仔细阅读并充分理解了上述采购条款和条件，并完全理解并同意接受上述条款和条件中责任限制条款的相关内容。