

## General Terms and Conditions for the Provision of Engineering Services, Support Services, and Software Maintenance

### 提供工程服务、支持服务和软件维护的通用条款和条件

For use in legal transactions between ETAS Automotive Technology (Shanghai) Co., Ltd. (hereinafter referred to as "We" or "ETAS") with entrepreneurs, public law institutions and public law special funds hereinafter referred to as "Customer".

用于在易特驰汽车技术(上海)有限公司(以下简称“我们”或“ETAS”)与企业、公共法律机构和公共法律专项基金(以下简称“客户”)进行的法律交易。

#### 1. General Provisions

##### 一般规定

1.1 Our service shall exclusively be governed by the conditions set forth hereunder. Customer's general terms and conditions shall not apply (even if we have not explicitly objected to their applicability), unless we have expressly agreed to their applicability. "Customer" as used in these general terms and conditions shall mean the legal entity which is the contractual partner of this contract only.

我方的服务应仅适用本文载列的条款。即使我方未明确反对其适用性,客户的通用条款和条件亦不适用,除非我方明确同意其适用性,才可适用。本通用条款和条件中的“客户”指作为本合同一方的法人实体。

1.2 Oral agreements made prior to or upon execution of a contract must be confirmed by us in writing to be valid. Changes to a contract shall require written form. The same applies to changes made to the requirement of written form.

在合同签署之前或之时达成的口头协议必须由我方书面确认方才有效。合同的变更亦需采用书面形式。这也同样适用于对书面要求的变更。

1.3 If the Customer does not accept our quotation within two (2) weeks of receipt thereof, we shall have the right to withdraw our quotation.

Cost estimates are non-binding and subject to change unless expressly agreed otherwise.

如果客户在收到我方报价后的两(2)周内未接受我方的报价,则我方有权撤回报价。除非另有明确约定,否则成本估算不具约束力、且可变更。

1.4 Our services are valid for the agreed use which is defined in the Statement of Work or in the

User Manual of the products ([www.etas.com/manuals](http://www.etas.com/manuals)) or in the product description or service description and limited to business to business (B2B) transactions. Unless explicitly agreed upon in writing (e.g. Statement of Work), our services are valid for the target market where ETAS places the ETAS product.

我方服务仅对服务对工作说明书或产品的用户手册([www.etas.com/manuals](http://www.etas.com/manuals))或产品描述或服务描述中定义的约定用途有效,并且仅限企业对企业(B2B)交易。除非以书面形式(例如工作说明书)明确同意,否则我方的服务仅对ETAS投放ETAS产品的目标市场有效。

1.5 Pending the coming into force of new terms and conditions for the provision of engineering and support services as well as software maintenance, these General Terms and Conditions shall also apply to all future performances to the Customer.

在新的提供工程服务、支持服务及软件维护的条款和条件生效前,本通用条款和条件也应适用于客户所有未来的合同履行。

#### 2. Scope of Services, Delivery of Services

##### 服务范围、服务交付

2.1 Unless expressly agreed otherwise, the object of service shall be required to exhibit only those characteristics and service features – including technical specifications – that have contractually been specified between the parties. We reserve the right to make technical and design-specific changes from the descriptions and specifications in our brochures, catalogues and similar sales materials, and to replace products (or parts thereof) with those of technically similar or better state of the art. In this case the Customer shall not be entitled to derive rights to our detriment. Our descriptions, statements, and advertising messages, including those issued by the manufacturer, shall not be construed as containing any guarantee declarations.

除非另有明确约定,服务标的仅展现出双方之间以合同指定的特性和服务特征,包括技术规格。我方有权对我方的宣传册、目录和类似销售材料的描述和规格做出特定的技术和设计变更,并将产品(或其部分)用技术水平相似或更好的产品(或其部分)替代。在此种情况下,客户无权获得任何对我们造成损害的权利。我方描述、陈述和广告信息(包括制造商发布的此类信息)不得被解释为包含任何担保声明。

2.2 We shall have the right to deploy subcontractors (associated enterprises as well as third parties) to deliver the contractually agreed service. To the extent that the performance of the service requires the Customer to reveal or make accessible proprietary confidential information and

documentation, the Customer shall agree that these may be made available to the subcontractor for the purpose of service delivery. Prior to such conveyance of information, we shall ensure that the respective subcontractor enters an obligation to maintain confidentiality of all information and documentation conveyed to him.

我方有权使用分包商(关联企业以及第三方)来交付合同约定的服务。如果为了向客户提供服务,需要客户披露或公开专有的机密信息和文件,则客户应同意向分包商披露或公开此类机密信息和文件,以便其交付服务。在传递此类信息之前,我方应确保涉及的分包商承担将传递给其的所有信息和文件进行严格保密的义务。

### 3. Software Maintenance

#### 软件维护

3.1 Customer shall only be entitled to the software maintenance services described in this article if a software maintenance contract with ETAS for the respective license (to be entered into separately) is in place. Such software maintenance contract shall always start with the beginning of the license contract. The software maintenance services described in this Article are provided for the latest program version of licensed software only. Any support services for previous program versions shall require a separate agreement between the parties.

仅在客户与 ETAS 就对应的软件许可签订了软件维护合同(待另行签署)的情况下,客户才有权获得本条款项下约定的软件维护服务。该软件维护合同应始终与许可协议同时生效。本协议中约定的软件维护服务仅针对待维护软件的最新程序版本提供。针对先前程序版本的支持服务须签订单独的协议。

3.2 Unless otherwise agreed in writing, software maintenance shall comprise the following services:

除非另有书面约定,软件维护应包括下列服务:

- delivery of generally available updates and new versions which may contain code corrections, functional enhancements and/or adaptations to changed technical conditions;

交付普遍可用的更新和新版本,其中包括修正代码、功能增强和/或对已变更技术条件的适应;

- delivery of patches and fixes to remedy and/or bypass critical errors;

交付补丁和修复以修复和/或绕过关键错误;

- provision of information regarding restrictions ,error correction and/or error avoidance;

提供关于约束、错误纠正和/或错误规避的信息;

- technical assistance for routine and straightforward issues related to installation and use (how-to-questions) and/or defects occurred, via telephone or e-mail during ETAS regular business hours (Monday to Friday excluding public holidays).

在 ETAS 正常工作时间(周一到周五,法定节假日除外)通过电话或电子邮件提供与安装和使用(操作问题)和/或所发生瑕疵相关的常规和简单问题的技术援助。

3.3 Software maintenance does not include support services for

软件维护不包括针对以下方面的支持服务:

- the integration of the software and any influences such integration may have on third party products;

软件集成和此类集成可能对第三方产品产生的影响;

- design and development of applications using the software;

利用软件进行应用程序设计和开发;

- Customer's use of the software in other than the agreed/specified operating environment;

客户在约定/指定操作环境之外的其他环境使用软件;

- problems and errors caused by products which have not been delivered by ETAS.

由非 ETAS 交付的产品导致的问题和错误。

3.4 The agreement regarding the provision of software maintenance does not result in any commitment of ETAS regarding availability and/or fail-safe stability of a system.

提供软件维护的合同不构成 ETAS 就系统的可用性和/或故障安全稳定性的任何承诺。

3.5 The agreed software maintenance will only be provided in favor of the Customer. Customer may not transfer software maintenance to third parties.

约定的软件维护仅出于客户的利益而提供。客户不得将软件维护服务转让给任何第三方。

3.6 Unless otherwise agreed upon, software maintenance will be provided for a period of one

(1) year as of the delivery/provision of the software.

除非另有约定，软件维护服务期限应为一年，自软件交付/提供之日起计。

3.7 To the extent required for the provision of the software maintenance, the Customer shall provide additional information such as program code, configurations, protocol data etc. as well as necessary resources and shall enable (remote) access to its systems.

如提供软件维护需要，客户应提供额外的信息（如程序代码、配置、协议数据等）及必要的资源，并应使其系统能够支持(远程)访问。

3.8 Customer's obligations to cooperate shall also apply to software maintenance services; in particular the Customer shall remain responsible for the results achieved with our software and services.

客户的合作义务也适用于软件维护服务；尤其是客户应对从我方的软件和服务所获得的结果负责。

## 4. Hardware Repair and Calibration services

### 硬件维修和校准服务

4.1 Repair services aim at the professional remediation of notified hardware defects/problems. Should we realize in the course of repair that the effort for such repair is economically not justifiable or technically not feasible, we will inform Customer thereof in writing.

维修服务系针对已告知的硬件质量问题/问题的专业修复。如果在维修过程中我方意识到此类维修工作在经济上不合理或技术上不可行，我方将以书面形式通知客户。

4.2 As a general rule, cables are not repaired but replaced in their entirety.

一般情况下，对电缆不予维修而是全部更换。

4.3 Depending on the device type, calibrations for ETAS measurement products can be performed either in our ISO or DAkkS accredited calibration laboratory. Further details on the calibration service and its scope of performance can be requested from ETAS.

根据设备类型，可以在我们的 ISO 或 DAkkS 认可的校准实验室中执行 ETAS 测量产品的校准。客户可以要求 ETAS 提供有关校准服务及其性能范围的更多详细信息。

4.4 In the context of repair, calibration and/or maintenance it can be necessary to restore the factory settings. This can result in the deletion or modification of customer-specific data and settings. Prior to providing the hardware to ETAS, the customer shall therefore ensure the overall protection of customer-specific data and secure/back-up all settings.

对于维修、校准和/或维护，有时需要恢复出厂设置。这可能导致客户的特定数据和设置被删除或修改。在向 ETAS 提供硬件之前，客户应确保对客户特定数据的全面保护并保护/备份所有设置。

4.5 ETAS reserves the right to install the latest firmware version of the respective hardware in the event of repair.

ETAS 保留在维修时安装相应硬件的最新固件版本的权利。

4.6 The warranty period for repair services is one (1) year as of delivery of the repaired product to the Customer.

维修服务的质保期为自向客户交付经维修产品之日起一(1)年。

4.7 ETAS reserves the right to subcontract the requested services to subcontractors and/or calibration laboratories with the necessary qualification.

ETAS 保留将所请求的服务分包给分包商和/或具备必要资质的校准实验室的权利。

## 5. Customer's Obligation to Cooperate

### 客户的合作义务

5.1 The customer shall be obligated to fully inform us of any and all facts relevant to the delivery and/or performance of our services. We shall not be obligated to check or verify data, information or other services supplied to us by the Customer, with regard to completeness and correctness, unless such verification has been expressly agreed upon between the parties as being a contractual duty. In the event that information or documentation supplied by the Customer proves to be faulty, incomplete, and ambiguous or objectively non-executable, the Customer shall, immediately upon notification by us, effect the required corrections and/or amendments. The Customer shall remedy or cause to be remedied any faults or malfunctions of Customer-supplied components of which he has been notified by us without delay.

客户应有义务充分告知我方与我方交付和/或提供服务相关的任何和所有事实。我方无义务对客户提供给我方的数据、信息或其他服务的完整性

和正确性进行检查或验证，除非此类验证已经双方明确约定为合同义务。如果客户提供的信息或文档被证明是错误的、不完整的、模糊的或客观上无法执行的，则在经我方通知之后，客户应立即进行所需的纠正和/或修改。经我方通知后，客户应无任何延迟地纠正（或请他人纠正）客户供应组件的任何错误或故障。

5.2 To the extent that work is performed on the Customer's premises, the required workstations, working materials and tools shall be provided to our personnel free of charge. In such cases, the Customer shall be responsible for taking care of all legal duties to maintain safety, unless other arrangements arise from the nature of the matter or a prior arrangement with the Customer. We shall have the right to refuse our performance of service if the required measures are not taken.

如果作业在客户的经营场地上进行，则客户应无偿提供给我方所需的工作站、工作材料和工具。在这种情况下，客户应负责履行全部法律义务以维护安全，除非因事件性质需要做出其他安排或事先与客户做出了安排。如果不采取必需的措施，我方有权拒绝服务的交付和/或履行。

5.3 As far as repair, maintenance and/or calibration services are concerned, Customer shall ensure to suitably package the product. In this context, Customer shall in particular make sure that specific hardware, like for example ETAS ETK and VME cards, require antistatic packaging. 就修理、维护和/或校准服务而言，客户应确保产品包装的适当性。在这种情况下，客户应尤其确保特定的硬件（比如 ETAS ETK 和 VME 卡）的防静电包装。

5.4 If the Customer fails to comply in whole or in part with its obligations to cooperate, collaborate or provide materials, with consequential delays and additional expenditures, we shall have the right to adjust the agreed deadlines and/or milestones and to claim damages and additional expenses resulting from such delay or non-performance. If the Customer fails to perform its obligation to cooperate, collaborate or provide materials within a reasonable extended deadline following a further reminder, we shall, in addition, have the right to terminate the contract without notice.

如果客户未能全部或部分履行其配合、合作或提供材料的义务，从而导致后果性延误和额外的支出，我方有权调整约定的期限和/或进度，并要求客户支付因此类延迟或不履行而产生的损害赔偿和额外费用。经我方进一步提醒，客户在合理的延长期限内仍未履行其配合、合作或提供材料的义务的，则除上述索赔之外，我方有权在不另行通知的情况下解除本合同。

5.5 The Customer shall be responsible for the correct integration of our products and shall validate them prior to any productive use.

客户负责对我们的产品的正确整合，并应在生产使用前进行验证。

5.6 Moreover, the Customer shall validate the results obtained from the use of our products and shall appropriately secure them, i.e. to validate the correct functionality (e.g. with respect to functional safety).

此外，客户应该验证使用我们产品的结论，并适当地保护它们，即：验证正确的功能（例如，关于功能的安全性）。

## 6. Work results

### 工作成果

6.1 When work results are supplied which have been produced in the course of a customer order (e.g., concepts, circuit diagrams, software, etc.), the Customer shall be granted – save as otherwise explicitly agreed by contract – a simple (non-exclusive), perpetual right to use the results for the purpose assumed by the respective agreement. To the extent that in an individual case products of third party vendors, in particular third-party software, are or is integrated and delivered by us, special conditions of use may apply, which appear in an annex to an offer or individual contract and become a part thereof.

除非合同另有明确约定，对于履行客户订单过程中产生的工作结果（如概念、电路图、软件等），其知识产权归属于我方。我方在向客户在提供此类工作成果时，向客户授予使用该工作成果的单一（非排他性）、永久性、用于相关协议项下目的的使用权。如果在某些情况下，第三方厂商的产品（特别是第三方软件）由我方集成和交付，则适用随附于报价或单个合同并成为其一部分的特殊使用条款。

6.2 Independent of the scope of rights granted to the Customer, we shall have the right in any case to use and apply the concepts and collected expertise, etc. forming the basis of the results and findings in subsequent developments and services also for other customers.

独立于授予客户的前述权利范围，我方有权在任何情况下在为其他客户进行开发和服务时，使用和应用构成前述工作成果和发现基础的概念和搜集的专业知识等。

6.3 To the extent that software maintenance requires the provision of fixes, patches, updates and/or new versions of ETAS Products, the corresponding rights to use will be governed by the license model agreed for the respective program.

如果软件维护需要提供修补程序、补丁、更新和/或 ETAS 产品的新版本，则相应的使用权利应适用就相应程序约定的许可模式。

## 7. Periods and Deadlines

### 期间和期限

- 7.1 The deadlines and milestones specified for a given project shall serve the purpose of orientation in terms of the project's time schedule. Deadline shall be binding only if they were expressly agreed as such in writing. The commencement of and adherence to agreed delivery dates and milestones is predicated upon the fulfillment of the Customer's cooperation obligations, in particular for the supply of equipment, documents, permits, investigations, releases, and compliance with agreed payment conditions. In the event that the Customer's obligations to cooperate are not fulfilled properly or in a timely manner, delivery deadlines shall be extended appropriately.

针对某一项目规定的期限和进度仅构成对项目时间表的指引。期限只有在以书面形式明确约定的情况下才具有约束力。约定的交货日期和进度的起算及其遵守取决于客户合作义务的履行状况，特别是对于设备、文件、许可、调查、发布的提供和遵守约定的付款条件。如果客户的合作义务未能适当或及时履行，则交付期限应相应延长。

- 7.2 In the event that non-compliance with delivery deadlines is resulting from force majeure and other disturbances for which we cannot be held liable, such as war or similar conflicts, terrorist attacks, epidemic/pandemic, import and export restrictions, including events of the same nature that affect our suppliers and subcontractors, the delivery dates agreed upon shall be extended for the period of such hindrance. The same applies to labor disputes, which we or our suppliers may be concerned with. The Customer shall be notified immediately of the delay and/or unavailability of the service(s).

如果未遵守交付期限是由于我方无责任的不可抗力和其他干扰造成的，如战争或类似冲突、恐怖袭击、传染病、进出口限制，包括影响我方供应商和分包商的性质相同的事件，则约定的交付日期应此类不可抗力事件造成干扰的时间相应延长。前述规定同样适用于我方或我方供应商可能涉及的劳动争议。客户应被立即告知服务的延迟和/或不可用状态。

## 8. Acceptance

### 8. 验收

- 8.1 Insofar as our services require Customer's acceptance, the Customer shall accept the services upon delivery and – to the extent agreed upon – subsequent to successful

completion of acceptance test, with immediate effect. Minor defects or deviations from the contractually agreed performance characteristics and acceptance criteria shall not entitle the Customer to a refuse acceptance. Our obligation of fault remedy shall, however, remain unaffected. The Customer shall notify us in writing of any reservations by naming specific defects and discrepancies within 30 days of delivery. If the Customer's reservation proves to be unjustified, we shall reserve the right to invoice the Customer for the costs incurred by the process of verifying the Customer's complaint.

如果我方的交付或服务需要客户的验收，则客户应在交付时验收服务，如双方同意，则在成功完成验收测试之后，验收立即生效。对于轻微瑕疵或对合同约定的性能特征和验收标准的轻微偏离，客户无权拒绝验收。但是，我方的故障纠正义务应当不受影响。客户如对验收有保留意见，应在交付后三十日内书面通知我方并列具体质量问题及不符。如果客户的保留意见是不合理的，我方有权就验证客户投诉流程中产生的费用向客户出具发票并收款。

- 8.2 Acceptance shall be deemed given if the Customer does not grant or refuses to issue a declaration of acceptance in violation of the foregoing clause 8.1 or if the Customer, despite a timely request, refuses to collaborate in a joint acceptance test.

如果客户违反上述 8.1 款未给予或拒绝出具验收声明，或者尽管我方及时请求，客户拒绝在联合验收测试中进行合作，则应视为已通过验收。

- 8.3 The same shall apply if, after a joint acceptance test has been conducted, the Customer fails to immediately declare acceptance in writing (e.g., in an acceptance protocol), unless the Customer specifies in writing within this period the defects on account of which it refuses acceptance.

上述规定也同样适用于在进行联合验收测试之后，客户未能立即以书面方式声明通过验收(如验收协议)的情形——除非客户在该等期限内以书面形式指明其拒绝接受所依据的质量问题。

- 8.4 We shall also have the right to ask for partial acceptance in the case of self-contained partial services.

对于独立的部分服务，我方还有权要求部分验收。

## 9. Prices and Payments

### 价格及付款

- 9.1 The prices agreed in this agreement are exclusive of indirect taxes, particularly but not limited to turnover taxes, taxes on goods and services, value added taxes, sales taxes, taxes on specific goods and services or alike and any surcharges and surtaxes thereto. Such taxes

shall be borne by Customer additionally, if applicable.

本协议中约定的价格不包括间接税，特别是但不限于流转税、商品和服务税、增值税、销售税、特定商品和服务税或类似税项以及任何附加费和附件税。如适用，此类税费应由客户另行承担。

9.2 In case the remuneration for the license / for the services is subject to a withholding tax deduction according to the local laws of the country where the Customer has its seat, Customer shall withhold such tax from the remunerations payable and remit it to the competent tax authorities. In case a reduction of or exemption from the withholding tax is possible, e.g. due to the current Double Taxation Treaty between the country where the Customer has its seat and the country where ETAS has its seat, the parties shall see to it that the application for such reduction or exemption is processed in accordance with the established rules. Customer is obligated to present ETAS with a withholding tax certificate for the tax withheld.

如果根据客户所在国的当地法律，许可证/服务报酬需扣除预扣税，客户应从应付报酬中预扣该税，并将其汇至主管税务机关。如果可以减免预扣税，例如，由于客户所在国和 ETAS 所在国之间的现行双重征税条约，双方应确保按照既定规则处理此类减免申请。客户有义务向 ETAS 提交代扣所得税的代扣所得税证明。

3.2 In case of digital supplied Software the licence fee does not include value added tax (VAT). Licensee is liable for VAT. Therefore invoices of Licensor must not contain VAT, but the indication: "Licensee is liable for VAT (Reverse Charge)" In case local VAT and/or other local tax are applicable in the territory of licensee, licensee must bear this tax.

如果是数字化交付软件，许可费不包括增值税（VAT）。被许可方应缴纳增值税。因此，许可方的发票不得包含增值税，但应注明：“被许可方负责增值税（反向征收）”。如果被许可方境内适用当地增值税和/或其他地方税，被许可方必须承担该税费。

9.3 We reserve the right to modify our prices appropriately if costs increase after a contract has been entered into, in particular due to changes in wage costs, e.g., in response to collective bargaining agreements, or to changes in the price of materials, and if an interval of more than four (4) months elapses between the date of contract signing and delivery. We shall provide proof of such changes to the Customer upon request.

如果在合同订立之后成本增加（特别是集体协商合同或材料价格变化等导致的工资成本变化）、且合同签署日期和交付日期之间间隔超过四(4)个

月，则我方有权对我方的价格进行适当地调整。一经要求，我方应向客户提供此类变化的证明。

9.4 Except as otherwise agreed in writing, invoiced amounts shall be due upon issuance of invoice. Payment shall be effected within 30 days of the invoice date without deduction. In the case of late payment, we shall be entitled to charge default interest at the statutory rate. Our right to claim additional damages shall remain unaffected. We shall be entitled to make the delivery dependent upon concurrent payment (e.g., through cash on delivery or direct debit) or advance payment.

除非另有书面约定，发票金额在出具发票时即为到期应付。在发票日期的 30 天内应全额付款。逾期付款的，我方有权按法定利率收取逾期利息。我方主张额外损失的权利不受影响。我方有权将同时付款（如通过货到付现或直接借记）或预付款作为交付条件。

9.5 We shall also be entitled to offset payments against the oldest outstanding amount receivable.

我方还有权将付款与最早的到期未付的应收款项相抵销。

9.6 The Customer shall be entitled to hold back payments or offset with counterclaims only to the extent that its counterclaims are undisputed or recognized by final and binding judgment or becomes ready to be decided in a pending law suit.

客户有权仅在索赔无争议或已经最终具有约束力的判决确认或准备在待决诉讼中作出判决予以支持的情况下，暂缓支付或以索赔抵销付款。

9.7 If, after the contract has been entered into, we become aware of circumstances that may result in our claims appear to be in jeopardy due to the Customer's inadequate ability to pay, we shall have the right to perform outstanding service only against prepayment or against the provision of security and, following the expiry of a deadline set to this effect, to terminate the contract.

如果在签订合同后，我方意识到客户付款能力不足可能导致我方的索赔明显处于危险的情况，我方有权仅在客户预付款或提供担保的情况下，才履行未完成的交付，并在规定的最后期限到期后，解除合同。

## 10. Quality Defects

### 质量问题

10.1 If the service to be provided by us comprises a work performance, the limitation period for claims on account of quality defects shall be twelve (12) months from the date of acceptance of the work or — in the case of a work unsuitable

to acceptance or not being subject to acceptance — after delivery (passing of risk).

如果我方拟提供的服务包括工作成果，就质量问题而提出索赔的质保期限应为自工作成果验收之日起，或者——如果工作成果不适合验收或不需要验收——则在交付（风险转移）后，十二（12）个月。

10.2 In the event that a quality defect arises within the limitation period, the cause of which already existed at the time of the passing of risk, we may at our discretion elect to render subsequent performance either by repairing the defect or delivering a new work. With software, the precondition for a compensation claim is that the error must be reproducible and that it occurs in the last revision level accepted or adopted by the Customer.

如果在质保期限内出现质量问题（其原因在风险转移时已存在），我方可自行决定通过修复质量问题或交付新的工作成果来继续履行合同。对于软件，要求索赔的前提条件是，错误必须是可再现的，并且发生在客户接受或采用的软件最新版本中。

10.3 In the case of subsequent performance by repairing the defect, the defect shall be remedied at our discretion either at the Customer's premises or our own facilities. The Customer shall provide us with the documentation and information in its possession that is necessary to remedy the defect.

在通过修复质量问题以继续履行合同的情况下，我方可自行决定在客户的经营场所或我方自己的设施处来修复。客户应向我方提供修复质量问题所需的文件和信息。

10.4 The limitation period does not begin anew by virtue of subsequent performance.

质保期限不会由于继续履行而重新起算。

10.5 If subsequent performance fails, the Customer may – without prejudice to possible claims for damages – rescind from the contract or reduce the remuneration in accordance with statutory provisions.

如果继续履行失败，客户可在不影响可能的损害索赔权的情况下，解除合同或根据法律规定降低报酬。

10.6 Claims by the Customer on account of necessary outlays for the purpose of subsequent performance, in particular the costs of transportation, travel, labor and materials, shall be governed by statutory provisions. However, they shall be excluded to the extent by which such outlays are increased due to the fact that the product supplied was subsequently removed to a place other than the Customer's branch operation, unless such removal is done in

accordance with the designated use of the product.

客户就继续履行的必要支出（特别是运输、旅行、人工和材料的费用）而提出的索赔，应遵守法律规定。但是，因提供的产品随后被转移至非客户分支机构以外的其他地方而导致的费用增加不包括在内，除非此类转移是根据产品的指定用途而进行的。

10.7 Claims for subsequent performance shall be excluded in case of a minor deviation from the quality agreed upon or in case of a minor impairment in usability. Further rights and claims shall remain unaffected.

如果仅与约定的质量略有差异或可用性仅有轻微损害，则客户不得要求后续履行。但客户的其他权利和主张不受影响。

10.8 The following shall not be deemed to constitute quality defects:

以下内容不构成质量问题：

- natural wear and tear;  
自然磨损；
- characteristics of the product or damages caused after the passing of risk due to improper handling, operation, storage or assembly, non-compliance with installation or handling instructions, and excessive strain or use;  
产品特性或风险转移后，由于处理、操作、储存或装配不当，不符合安装或操作说明，以及过度应力或使用而造成的损害；
- characteristics of the product or damage caused due to force majeure, special external influences which are not foreseen under the terms of the contract or which arise due to the use of the product in a manner not presupposed in the contract or not in accordance with normal use;  
产品的特性或由于不可抗力导致的损坏，根据合同条款无法预见或由于以非合同中预设的方式使用产品或不按照正常使用而产生的特殊外部影响；
- non-reproducible errors in software products.  
软件产品中不可再现的错误。

10.9 With respect to software products that the Customer or a third party has extended via a designated interface, we shall only be liable for quality defects up to the interface. We shall not be liable for the compatibility of the software provided with Customer's data processing environment utilized by the Customer, in particular with the software and hardware products implemented by the Customer.

对于客户或第三方通过指定接口扩展的软件产品，我方仅对接口之前的质量问题负责。我方不对在客户使用的客户数据处理环境（特别是客户使用的软件和硬件产品）下提供的软件的兼容性负责。

- 10.10 The Customer shall undertake all actions that are necessary and that may be reasonably expected to prevent or limit the consequences of damage resulting from quality defects in the software; in particular, the Customer shall ensure that backups are made of all programs and data.  
客户应采取所有必要的、合理预期能够防止或限制软件质量问题造成的损害后果的行动；特别是，客户应确保备份所有程序和数据。
- 10.11 We shall not be liable for the quality of the work based on the design or choice of material, insofar as the design or the material has been stipulated by the Customer.  
我方不对基于材料设计或选择的工作成果质量承担责任——只要设计或材料已由客户规定。
- 10.12 Customer's right of recourse shall exist only to the extent that the claims are not based on any agreement with its own customer exceeding statutory claims in respect of defects, e.g. ex gratia or goodwill regulations.  
只有当索赔并非基于其与其自身客户订立的、超过法定质量问题索赔的任何协议时（如给予特惠或赔偿商誉的约定），客户才享有对我方的索赔权。
- 10.13 Claims on account of defects as to quality including claims asserting the Customer's right of recourse shall be excluded insofar as the Customer has failed to have the defect remedied by our repair department.  
因质量问题引起的索赔，包括声称客户有索赔权的主张，只要客户未经我方维修部门纠正质量问题，均应予以排除。
- 10.14 In all other respects, our obligation to compensate for damages and to compensate for futile expenditures on account of quality defects shall be governed by the terms of Article 12. Claims made by the Customer concerning quality defects other than those covered by this Article 10 and Article 12 and its Subsections shall be excluded.  
在所有其他方面，由于质量问题，我方所承担的赔偿损害和补偿开支的义务，应适用第 12 条的规定。客户就质量问题提出的第 12 条及其下条款规定以外的索赔均应予排除。
- 10.15 This Article 10 shall also apply with respect to defects as to title other than those resulting from third party industrial property rights (see Article 11). In the event that a work contains or incorporates standard products from third parties, our obligation to remedy defects shall in the first instance be limited to an assignment of the warranty claims to the third party manufacturer. If the third-party manufacturer fails to repair the defect, the Customer — as

stipulated in the foregoing provisions — shall be entitled to demand a reduction of the purchase price or to rescind the contract.

第 10 条也适用于并非因第三方工业产权（见第 11 条）引起的所有权瑕疵。如果工作成果包含来自第三方的标准产品，我方修复质量问题的义务首先应限于转让针对第三方制造商的质量索赔权。如果第三方制造商未能修复质量问题，则客户——如前述规定——有权要求降低购买价格或解除合同。

## 11. Copyright and Related Protective Rights 版权和相关受保护的权利

- 11.1 We shall not be liable for claims arising from an infringement of industrial property rights or copyright of third parties (hereinafter referred to as Protective Rights) if the Protective Rights are or were owned by the Customer or by an enterprise in which the Customer holds, directly or indirectly, a majority of the shares or voting rights.  
如果工业产权或第三方版权（以下称为“受保护权利”）是由客户所拥有或曾经拥有、或由客户直接或间接持有大多数股份或表决权的企业所拥有或曾经拥有的，我方不对因此类受保护权利被侵权而产生的索赔承担责任。
- 11.2 We shall not be liable for claims arising from an infringement of Protective Rights unless at least one Protective Right from the protective rights family has been published either by the European Patent Office (EPO) or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, or United States.  
除非欧洲专利局（EPO）或下列国家之一发布了受保护权利族中至少一项受保护权利，否则我方不对因受保护权利的侵权而引起的索赔承担责任：德意志联邦共和国、法国、英国、奥地利或美国。
- 11.3 The Customer shall notify us immediately of (alleged) infringements of Protective Rights and of risks of infringement in this respect which become known and, at our request—to the extent possible—allow us to conduct the litigation (including non-judicial proceedings).  
如知悉任何受保护权利的（疑似）侵权行为以及相关侵权风险，客户应立即通知我方，并且在我方要求时，允许我方提起诉讼（包括非诉讼程序）。
- 11.4 For a product that infringes a Protective Right, we shall be entitled, at our discretion, to obtain



a right of use or modify the product so that it no longer infringes the Protective Right, or to replace it by an equivalent substitute product which no longer infringes the Protective Right. If this is not possible subject to reasonable conditions or within a reasonable period of time, the Customer—insofar as it has facilitated the execution of a modification by us—shall be entitled to the statutory rights of termination. Subject to the aforementioned preconditions we too shall have a right of termination. The provision set forth in Article 13 shall apply accordingly. We reserve the right to carry out the action at our disposal under the terms of Sentence 1 of this Article 11.4, even if the infringement of the Protective Rights has not yet been recognized by final and valid judgment or acknowledged by us.

对于侵犯受保护权利的产品，我方有权自行决定获得使用权或修改产品，使其不再侵犯受保护权利，或者用不侵犯受保护权利的等效替代产品替换。如果在合理的条件下或在合理时间内无法实现这一点，客户在协助我们修改的范围内，享有解除合同的法定权利。在上述条件的前提下，我方也享有解除合同的权力。同时，适用第 13 条的规定。我方有权根据本 11.4 条第 1 句的规定采取我方可以采取的行动，即使受保护权利的侵权尚未经最终和有效的判决所确认，或被我方承认。

11.5 Claims by the Customer shall be excluded insofar as the Customer is responsible for the infringement of the Protective Right or if the Customer fails to support us to a reasonable extent in the defence against claims by third parties.

如果客户对受保护权利的侵权负有责任，或客户未能在合理范围内支持我方对第三方索赔提出抗辩，则我方不接受客户的索赔。

11.6 Claims by the Customer shall also be excluded if the products are or were manufactured in accordance with the specifications or instructions of the Customer or if the (alleged) infringement of the Protective Right arises from use of our product in conjunction with another product not originating with us, or if the products are used in a manner that we were unable to foresee.

如果产品是根据客户的规格或说明制造的，或者如果受保护权利的（疑似）侵权是由于将我方产品与其他非我方产品一同使用而导致的，或者如果产品的被使用方式我方无法预见，则我方不接受客户的索赔。

11.7 In all other respects, our obligation to pay damages in case of infringements of Protective Rights shall be governed by Article 12.

在所有其他方面，我方在违反受保护权利的情况下支付损害赔偿的义务应适用第 12 条。

11.8 Article 10.1 apply mutatis mutandis to the limitation period for claims based on infringements of Protective Rights.

第 10.1 条比照适用于受保护权利侵权索赔的时效期。

11.9 Consequential claims and claims other than those made by the Customer on account of an infringement of third party Protective Rights governed by this Article 11 and Article 12 shall be excluded.

我方不接受间接性索赔、以及客户因第 11 条和第 12 条规定的第三方的受保护权利侵权而作出的索赔之外的其他索赔。

11.10 Product may comprise components implementing Standards (e.g. mobile service standards, WLAN standards), integrated electronics and/or related software, supplied or provided by sub-suppliers, which may make use of third party intellectual property rights. Unless otherwise agreed, licenses to use such third party intellectual property rights for the Product, and corresponding indemnifications for claims against Customer based on such third party intellectual property rights, are not part of ETAS's deliverables. Customer may be required to obtain licenses from the owners of these third party intellectual property rights directly. "Standards" shall mean technical specifications or functions (i) adopted by a standards organization (inter alia ETSI or IEEE), (ii) defined by research institutes, industrial companies or other market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular technical field.

产品可能包含由我们的供应商提供的，可能使用了第三方知识产权的，执行标准（例如移动服务标准，WLAN 标准）的部件、集成电子产品、和/或相关软件。除非另行同意，ETAS 的交付不包括将第三方知识产权用于产品的许可，以及基于第三方知识产权而针对客户提出的索赔的补偿。客户可以直接向第三方知识产权人获取许可。

“标准”指 (i) 由标准组织（尤其是 ETSI 或 IEEE）采用的技术规范或功能；(ii) 由研究机构、公司、或其他市场参与者为了确保技术一致性或兼容性而制定的技术规范或功能；或 (iii) 由特定技术领域的惯例而设定的技术规范或功能。

11.11 In the event of alleged infringements of third party intellectual property rights by Customer's use of components implementing Standards, integrated electronics and/or related software, contained in the Product, ETAS shall reasonably provide Customer with relevant information on request against such allegations. This includes the provision of any documents which ETAS controls and is entitled to provide to Customer.

由于客户使用包含在产品中的，执行标准的部件、集成电子产品、和/或相关软件，导致侵犯第三方知识产权的指控。ETAS 应该根据要求针对此指控，向客户合理提供有关信息。包括 ETAS 控制且有权提供给客户的任何文件。

## 12. Compensation for Damages, Product Liability

### 损害赔偿、产品责任

12.1 We shall be liable for damages and compensation of futile expenditures on account of a breach of contractual or non-contractual obligations only in case of

我方仅在以下情形下就我方违反合同或非合同义务承担损害赔偿和开支补偿责任（以下简称“赔偿”）：

- deliberate acts or gross negligence  
故意行为或重大过失
- fatal or physical injury or damage to health  
死亡或身体伤害或健康损害
- the assumption of a quality or service life guarantee  
质量或使用期限保证的承担
- breach of material contractual duties  
违反重大合同义务
- compulsory liability pursuant to Product Quality Law of the People's Republic of China  
《产品质量法》规定的强制性责任
- or any other compulsory liability.  
或任何其他强制性责任。

12.2 The Compensation payable in case of a breach of material contractual duties is, however, limited to the foreseeable damage typical of the type of contract, except in cases of deliberate acts or gross negligence or in the event of liability due to fatal or physical injury or damage to health or due to the assumption of a quality guarantee.

但是，违反重大合同义务应支付的赔偿应限于该类型合同的典型可预见的损害，除非有故意的行为或重大疏忽，或因死亡、身体伤害或损害健康或因质量保证造成的责任。

12.3 Our services or products may on occasion facilitate the exertion of influence or control on an electronic system. Such actions may lead to injury to life or limb or to property damage. Our services and products are therefore exclusively intended for operation by qualified professional personnel. We shall not assume liability for damages caused by improper operation or by use in a manner other than that intended.

我们的服务或产品有时会促使对电子系统施加影响或控制。此类行为可导致生命或肢体受伤或财产损失。因此，我方的服务和产品仅供合格的专业人员操作。我方不对因操作不当或以不同于预期的方式使用而造成的损害承担责任。

12.4 When using our services and products for safety-relevant intervention in vehicle behavior (as with the stimulation of the vehicle's bus systems, e.g., CAN, or with bypasses intervening in the vehicle's control equipment, e.g., in the electronic control units onboard the vehicle governing powertrain, chassis or body systems), and when our services and products are deployed in conjunction with electronic control units presenting a danger to life and limb in the event of any malfunction, the user shall be obligated to ensure the installation of devices that provide a secure transition of the system to a safe condition in the event of a hazard (e.g., Emergency-Off mode or Limp-home operation).

当使用我们的服务和产品来进行车辆行为中的安全干预时（例如，对车辆总线系统（例如 CAN）的刺激，或者绕开车辆控制设备（例如在电子控制单元上的车辆控制动力总成、底盘或车身系统）中的干扰），并且当我方的服务和产品与电子控制单元一起部署时，如发生任何故障可能会危害到生命时，用户应有义务确保设备的安装，能够使得在发生危险时将系统安全转换到安全状态（例如，应急断电模式或跛行模式）。

12.5 We shall not assume liability for effects to or impairment of our services and products with regard to performance, usability and safety ensuing from the use of the Customer's own software, model or hardware segments or from access to our products via interfaces not released by us.

对于因使用客户自己的软件、模型或硬件部分段或通过非我方发布的接口访问我方产品而导致的我方服务和产品的性能、可用性和安全性影响或损害，我方不承担任何责任。

12.6 In the event that a defect or fault in our product causes a loss or damage to data and programs at the Customer, our liability shall not include any expenditures resulting from their recovery.

The Customer shall therefore be obligated to affect data backups on a regular basis.

如果我方产品的质量或故障导致对客户数据和程序造成损失或损坏，我方的责任不包括因恢复此类数据和程序而导致的任何支出。因此，客户应有义务定期备份数据。

12.7 The foregoing provisions shall not be construed as reversal of evidence.

上述规定不得解释为举证责任倒置。

12.8 Insofar as liability on our part is excluded or limited, such exclusion or limitation shall apply for the benefit of our employees, representatives or vicarious agents as well.

如果我方的责任被排除或限制，此类排除或限制也应适用于我方的雇员、代表或代理人。

12.9 If ETAS violates this contract and causes loss to the customer, regardless the basis of customer's claim is tort, breach or others, ETAS's accumulated liability is limited to the lower of (1) the total amount that ETAS received from the customer under this contract ; and (2) 5 Million RMB. This clause doesn't apply when ETAS's willful misconduct or gross negligence causes property damage to the customer.

ETAS 违反本合同约定而给客户造成损失的，无论客户是以侵权、违约、或其他诉由向 ETAS 提出索赔，ETAS 的赔偿责任累计不高于以下两者中较低者：（1）本合同项下 ETAS 从客户处获得的付款总额；（2）人民币 5 百万元。本条款不适用于因 ETAS 故意或者重大过失造成客户财产损失的情况。

### 13. Termination

#### 解除

13.1 In case the customer does not comply with its contractual duties, e.g. in case of default of payment, after expiration of a reasonable grace period we shall be entitled to terminate the contract. Any other right given by contract or law shall remain unaffected.

如何客户不遵守其合同义务，例如：客户延迟付款，则在合理的宽限期之后，我们有权解除合同。我们在法律或者合同下的其他权利不受影响。

13.2 We shall be entitled to terminate the contract immediately (without any grace period), if the Customer suspends payment, or insolvency or similar proceedings for the purpose of debt relief have been filed.

如果客户中止付款，或出于部门救济的目的而提出破产或类似程序，则我们有权不给宽限期而立即解除合同。

13.3 Without providing a grace period, we shall be entitled to terminate the contract, if

- an impairment of the Customer's financial situation occurs or is threatening to occur and if as a result thereof Customer's ability to fulfill its payment obligations toward us be at risk, or
- the Customer should become insolvent.

如有以下情况，我们有权不给宽限期而解除合同：

- 客户财务状况恶化或可能恶化，并导致客户履行对我们付款义务的能力受到威胁，或
- 客户破产。

13.4 We shall be entitled to terminate the contract if the fulfillment of the contract was no longer permissible due to legal and/or regulatory changes after the signature of the contract.

合同签署后，如果由于法律和/或法规变化，不能再履行合同，则我们有权解除合同。

13.5 Immediately after Customer's receipt of our declaration to terminate the contract, the Customer shall be obliged to provide us with access to the products to which we have reserved title and shall render them to us or any designated representative. Upon advance notice we shall be entitled to take possession of the products to which we retained title for purposes of recovery of our due claims.

在收到我们解除合同的声明后，客户应该立即允许我们访问我们保留所有权的产品，并将产品交给我们或我们指定的代表。

在事先通知的情况下，我们有权以实现我们应有的索赔权的目的，收回我们保留所有权的产品，

13.6 The rights mentioned in this Article 13 shall be in addition to any statutory right, which shall not be affected thereof.

第 13 条中提到的所有权利，不影响我们根据法律所享有的其他权利。

### 14. Export Control and Customs

#### 出口管制与海关

14.1 To the extent permitted by applicable law, each party is entitled to refuse to perform its obligations under this contract insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this contract

(hereinafter "Foreign Trade Law"). In such cases, either party is entitled to terminate this contract to the extent necessary. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.

在适用法律允许的范围内，如果对外贸易法（根据适用的法律法规，包括但不限于国家和国际（再）出口管制和海关条例，包括禁运和其他制裁，以下简称为“外贸法”）禁止履行或有损于履行本合同项下义务的，任何一方有权拒绝履行其在本合同项下的义务。在这种情况下，任何一方均有权在必要的范围内终止本合同。如果部分履行因技术或法律原因被排除在外，或者如果一方在部分履行中没有利益，则本合同全部终止。

14.2. In case of delay in the performance of obligations under this contract caused by licensing, authorization or similar requirements under Foreign Trade Law (hereinafter "Authorization"), the time of performance for such obligations is extended/moved accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within 12 months after filing the application, either party is entitled to terminate or rescind from the contract to the extent the performance of the obligation requires this Authorization. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.

如果外贸法规定的许可、授权或类似要求（以下合称为“授权”）导致本合同项下义务的履行延迟，则该义务的履行时间相应延长/移后，任何一方均不对就该延迟承担任何责任。如果在提交申请后的 12 个月内授权被拒绝或未被授予，任何一方均有权在履行义务需要该授权的范围内终止或解除合同。如果部分履行因技术或法律原因被排除在外，或者如果一方在部分履行中没有利益，则本合同将全部终止。

14.3. Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance to clause 14.1. or delay in performance according to clause 14.2.

基于外贸法对于第 14.1 条所述的可能禁止履行或有损于履行或对于第 14.2 条所述的延迟履行，任何一方应在知悉后的合理期限内通知另一方。

14.4. Upon our request, the customer shall provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end-use of the Deliveries and Services. We may, in our sole discretion, refuse to perform our obligations under this contract or terminate the contract, if the customer does not provide ETAS with such information or documents within a reasonable time period.

应我方要求，客户应提供为遵守外贸法所需的或有关部门要求的与外贸法有关的任何信息和文件。此类信息和文件包括但不限于有关最终客户/用户、目的地以及交付和服务的预期最终用途的信息。如果客户未在合理期限内向我方提供此类信息或文件，我方可自行决定拒绝履行本合同项下的义务或终止本合同。

14.5. In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries and Services the customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under this contract and to terminate the contract for cause, if the customer breaches this obligation.

如果客户向任何第三方（尤其包括客户的任何关联公司）提供任何交付和服务，客户应遵守适用的外贸法。如果客户违反本合同义务，我们有权拒绝履行本合同项下的义务，并有权因此终止本合同。

14.6. To the extent permitted by applicable law, we shall have no liability for any claims of the customer for damages related to or arising from our refusal to perform obligations under this contract or termination of the contract in accordance with clauses 14.1., 14.2., 14.4. and 14.5.

在适用法律允许的范围内，对于客户因我方根据 14.1、14.2、14.4 和 14.5 条拒绝履行本合同项下的义务或终止本合同而提出的任何损害赔偿，我方不承担任何责任。

14.7. For delivery of goods across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the customer is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only“ in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.

对于跨境向我方交付货物，客户有义务向我方提供所有需要的文件和信息，如商业发票和提货单，以便向货物提交完整、正确的报关单。如果是免费交付给我方，客户有义务申报反映公平市场价格的价值，并且在形式发票中备注“仅供海关使用”的说明。该价值必须包含货物的所有组件，如硬件和软件。

14.8 Unless explicitly agreed otherwise in written form in the delivery or quotation documents, the customs-cross-border supply or provision of software, technology or other data (e.g. map data) shall be performed exclusively by electronic means (e.g. e-mail or download). This paragraph does not cover the supply of embedded software (software which is flashed on hardware). 除非交货或报价文件中另有明确书面约定，否则海关跨境供应或提供软件、技术或其他数据（如地图数据）应仅通过电子方式（如电子邮件或下载）进行。本段不包括嵌入式软件（硬件上闪存的软件）的供应。

## 15. Secrecy, Confidentiality

### 保密、机密性

15.1 All of our business and technical information (including the purchase price of our products, characteristics which can be derived from any items or software which may be delivered, and other knowledge or experiences) shall be kept secret with regard to third parties as long and insofar as it is not provably public knowledge; in the Customer's own operation such information may only be made available to those persons in the Customer's own enterprise who must necessarily be involved for its deployment and who are also subject to a confidentiality obligation; the subject business and technical information shall remain our exclusive property. Without our prior written consent, such information may not be duplicated or used commercially. At our request, all of the information originating with us (including any copies and recordings made, if any) and property on loan must be returned to us immediately and completely, or destroyed.

我方的所有业务和技术信息（包括我方产品的购买价格，从任何可交付的项目或软件中衍生的特性，以及其他知识或经验），只要其未被证明已被公开，则应对第三方严格保密；对于客户自己，此类信息仅能提供给其公司中必须参与其部署、并接受保密义务的人员；标的业务和技术信息仍将是我们的独家财产。未经事

先书面同意，此类信息不得被复制或用于商业用途。如经我方要求，所有源自我方的信息（包括任何副本和记录，如有）和借用财产必须立即全部归还给我方，或者销毁。

15.2 We shall retain all rights to the information indicated in Article 15.1 (including copyright and the right to apply for industrial property rights such as patents, utility models, semiconductor protection etc.).

我方保留第 15.1 条所述信息的所有权利（包括版权和申请工业产权（如专利、实用新型、半导体保护等）的权利）。

## 16. Miscellaneous Provisions

### 其他

16.1 If any of the provisions of these Terms and Conditions of any contracts entered into based on these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the invalid provision by an effective regulation most closely approximating the economic success pursued by the ineffective provision.

如果基于本通用条款和条件订立的任何合同的条款和条件应为或成为无效，此类无效不得影响其余条款的有效性。缔约方有义务用最接近该无效条款经济效益的有效条款替代该无效条款。

16.2 All disputes arising under this Agreement, including those that may evolve from the question of its coming into effect as well as those that originate from this Agreement after its termination, shall be finally settled by a Court of Arbitration to be convened at China International Economic and Trade Arbitration Commission (CIETAC) in Shanghai in accordance with the rules of CIETAC as at present in force. The arbitrator shall be a fully qualified lawyer. No discovery shall be conducted between the Parties.

任何因本协议产生的纠纷，包括源于本协议生效及终止后的任何争议，应最终通过中国国际经济贸易仲裁委员会（CIETAC），在上海根据该会当前有效的仲裁规则通过仲裁解决。仲裁员应由完全合格的律师担任。各方之间不应进行任何开示。

16.3 All legal relationships between us and the Customer shall be exclusively governed by the laws of People's Republic of China, to the exclusion of the provisions of the conflict of laws and the Convention on the International Sale of Goods (CISG) of the United Nations.

我方与客户之间的所有法律关系应受中华人民共和国法律排他性管辖，法律冲突规范和联合国国际货物销售合同公约（“CISG”）不予适用。

16.4 This Agreement is written in both Chinese and English in two originals. In any case of discrepancy between the English version and Chinese version the English version will prevail.

本协议以中英文书就，当中英文版本发生冲突时，以英文版本为准。

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