

GENERAL TERMS AND CONDITIONS

通用条款

1. BUYER 买方

For the purposes of this GTC, the term "Buyer" shall be deemed to refer to Buyer company and shall include Buyer's senior officers, employees and agents who are duly authorized to act on behalf of the Buyer.

本条款中使用“买方”一词时，应视为买方公司，并包括买方高级职员、雇员和代理人并经买方正式授权的人员。

2. SELLER 卖方

For the purposes of this GTC, the term "Seller" shall be deemed to refer to Shenzhen Kehua Hengsheng Technology Co., Ltd., and shall include the Seller's senior officers, employees and agents who are duly authorized to act on behalf of the Seller.

本条款中使用“卖方”一词时，应被视为是指深圳市科华恒盛科技有限公司，并包括卖方的高级职员、雇员和作为卖方代理人并经卖方正式授权的人员。

3. APPLICABILITY 适用性

The Buyer hereby agrees that the General Terms and Conditions (Hereinafter referred to as "GTC") set forth herein shall apply to all Proforma Invoice (Hereinafter referred to as "PI") for Seller's Products and shall supersede all standard terms and conditions specified in any Purchase Order (PO) confirmation used by the Buyer. The Buyer further agrees that any terms, conditions or provisions in any standard terms provided by the Buyer that are inconsistent with any terms contained herein, including but not limited to any statement that purports to reject the GTC or that limits the acceptance of any terms contained in any Seller's PI or order confirmation, they shall be deemed void and have no legal effect. Unless otherwise expressly agreed in writing by the Parties ("Buyer and Seller").

买方特此同意，本条款所规定的条款和条件应适用于卖方产品的所有形式发票（PI），并应优先于买方所使用的任何采购订单确认书中规定的全部格式条款和条件。买方进一步同意，若买方所提供的任何格式条款中存在与本条款任一条款不一致的条款、条件或规定，包括但不限于任何声称拒绝本通用条款的声明，或者限制接受任何卖方 PI 或订单确认书中所含条款的声明，均视为无效且不具任何法律效力。除非买卖双方另行以明确的书面形式约定进行修改。

4. ACCEPTANCE OF PI 确认形式发票

The GTC shall be deemed to a part of the PI presented by Seller to Buyer. The Buyer shall not accept the PI without accepting the GTC. In the event that the Buyer accepts the PI, such acceptance shall indicate that the Buyer accepts the GTC.

本通用条款应被视为由卖方提交给买方的形式发票（PI）的组成部分。买方在不接受本通用条款的情况下，不得接受形式发票（PI），当买方接受形式发票（PI）时，即表示买方接受本通用条款的约定。

5. TRADE TERMS 商务条款

5.1 All prices are subject to delivery on FOB Xiamen Port basis (in accordance with the Incoterms 2020). In the event that the PI contains provisions that differ from this GTC, the terms and conditions specified in the PI shall prevail and shall supersede any conflicting terms herein..

所有价格采用 FOB 厦门港口（根据国际贸易术语解释通则 2020 年）条件交货。若 PI 有其它约定的，价格条款按 PI 为准。

5.2 All taxes, levies, customs duties, or consumption taxes incurred in China shall be borne by the Seller. Any taxes, levies, customs duties, or consumption taxes arising after the goods have left the port of shipment shall be borne by the Buyer.

在中国的任何税收、征税、关税或消费税将由卖方承担，离开装运港后的任何税收、征税、关税或消费税将由买方承担。

6. DELIVERY / PACKING/ RISK OF LOSS / FREIGHT DAMAGE CLAIMS 交货/包装/损失风险/货物损坏索赔

6.1 The Seller shall deliver all goods to the designated common carrier for shipment to the Buyer in accordance with the written instructions provided by the Buyer. In the event that the Buyer fails to provide such written instructions for delivery, the Seller shall have the right to ship all goods via the carrier at the Seller's loading dock. All ocean freight charges shall be calculated based on the rates in effect on the date of shipment.

卖方应按照买方书面指示将所有货物交付至指定的公共承运人以便装运给买方。若买方未提供指定的书面交货指示，卖方有权通过承运人在卖方装货码头装运所有货物。所有海运费用以装运当日有效的运价为计算基础。

6.2 The Seller shall package the products in containers suitable for sea transportation, taking into account the unique characteristics and requirements of the products, and shall take measures against moisture, rain, and shock to ensure the safe and undamaged delivery of the products to the destination. The Seller shall be responsible for the packing charge.

卖方应根据产品的不同特性和要求，将产品包装在适合海运的箱子中，并采取防潮、防雨、防震等措施，确保产品的安全且在无损坏的状态下运抵交货地点。卖方承担包装费用。

6.3 The risk and transfer rules of goods shall be in accordance with the Incoterms® 2020. The title to the products shall remain with the Seller until the Buyer has made full payment for the products."

依照《国际贸易术语解释通则 2020》适用风险、转移规则；产品的所有权在买方全额支付产品的最终款项之前持续归属于卖方。

6.4 All claims for breakage and damage, whether apparent or concealed, must be promptly filed with the carrier upon receipt of the goods. The Seller shall provide reasonable assistance to the Buyer to facilitate the filing of such

所有关于破损和损坏（不论是否隐性）的索赔必须在收到任何此类货物后尽快向承运人提出。卖方应向买

claims against the carrier.

方提供合理协助,以确保对承运人提出此类损害的索赔请求。

7.ACCEPTANCE 验收

7.1 Preliminary acceptance: The Buyer shall conduct a preliminary inspection of the products within seven (7) days from the date of arrival at the designated port of delivery, to verify the quantity, model, and appearance of the products. Failure to conduct such inspection within the specified period for reasons not attributable to the Seller shall constitute preliminary acceptance as satisfactory.

初验: 买方应于产品到达收货人的指定交货港口后 7 日之内,对产品的数量、型号以及外观等方面进行初步验收。若并非因卖方原因,买方逾期未进行验收,则视为初验合格。

7.2 Final acceptance: The final inspection shall be conducted in accordance with the technical and performance specifications set forth in the Product Manual. If the final inspection is not completed or no written quality objections are raised within thirty (30) days from the date of arrival of the products at the designated port of delivery, the quality of the products shall be deemed to comply with the contract stipulations.

终验: 终验按照产品资料手册所规定的各项技术、性能指标进行验收。自产品到达买方的收货的指定交货港口之日起 30 日内,若未完成终验或未提出质量书面异议,则视为产品质量符合合同约定。

7.3 The Buyer shall take all necessary and reasonable actions to enable the Seller to deliver the products and shall not reject the products without justifiable cause.

买方应采取一切理应采取的措施以便于卖方交付产品,无正当理由不得拒绝接受产品。

8.INSTALLATION AND COMMISSIONING 安装和调试

8.1 The Seller shall not be responsible for the installation or commissioning of the products. However, the Seller may provide remote assistance and technical support to the Buyer via telephone, email, or other electronic means.

卖方不负责产品的安装调试,卖方可采用电话、电子邮件等形式远程协助买方并提供技术支持。

8.2 Should the Buyer require the Seller to dispatch technical personnel to the user's site for installation guidance or to provide maintenance and technical services, the Buyer shall, upon mutual agreement between the parties, bear the costs of the Seller's technical personnel for round-trip airfare, accommodation, visa fees, and technical service charges.

若买方需要卖方派遣技术人员到用户现场安装指导或提供维修技术服务等,经双方协商一致同意后,买方应承担卖方技术人员的往返机票费用、住宿费、签证费用以及技术服务费用。

9.PRODUCTS WARRANTY 产品保修

9.1 Warranty period (Subject to appropriate operation and maintenance conditions):

保修期限(在适当的运行和操作条件下):

(1) UPS (Single/ Three Phase): Spare Parts warranty. The Seller provides free common damaged spare parts with the value of 1.5% of the contract amount as together shipment as quality guarantee and shall not provide other warranty.

(1) UPS (单/三相): 备件保修, 卖方提供订单价值的 1.5% 常见发生损坏的免费备件与货物同行作为质保, 卖方不再提供其他保修。

(2) Converter of PCS: A warranty period of sixty (60) months from the date of the Bill of Lading. Containers, EMS, and other related products are warranted for a period of twelve (12) months from the date of the Bill of Lading.

(2) PCS 系列变频器: 自提单之日起 60 个月保修, 集装箱, 能量控制系统和其它相关产品自提单之日起 12 个月保修。

(3) Inverter of SPI Series grid-connected, iStoragE hybrid (Single/Three Phase) ;; A warranty period of sixty (60) months from the date of the Bill of Lading. Other accessories, such as Wifi logger, smart meters, are warranted for a period of twenty-four (24) months from the date of the Bill of Lading.

(3) SPI 系列并网、储能(单相/三相)逆变器: 自提单之日起 60 个月保修; 其他配件, 如 Wifi 棒、智能电表: 自提单之日起 24 个月的保修期。

(4) Spare part: A warranty period of six (6) months from the date of the Bill of Lading.

(4) 备品: 自提单之日起 6 个月。

9.2 Warranty Procedure (excluding spare parts warranty): In the event of a malfunction of the equipment during the warranty period, the Buyer shall, if necessary or upon preliminary determination, arrange for initial testing. Within fourteen (14) days of the occurrence of the malfunction, the Buyer shall provide the Seller with a UPS/inverter (hereinafter referred to as 'Device') fault report with a brief fault description including but not limited to device series number, model, PCB series number etc. Upon confirmation of the fault by the Seller's engineers, the Seller shall provide, free of charge, the necessary replacement parts (such as PCB board) and the Buyer shall bear the costs of shipping, taxes, fees, and labor charges. If the Seller's engineers are unable to confirm the malfunction, they shall notify the Buyer in writing, and the Buyer shall return the faulty parts at their expense for replacement. The Seller shall then ship the repaired or replaced parts to the Buyer, with the Seller bearing the shipping costs. The obligations under this warranty service are limited to the repair or replacement of defective products or parts and do not extend the original warranty period.

适用保修期的流程(备品保修除外): 若设备在保修期内发生故障时,如必要或经初步判断,买方安排初步测试后,买方应在故障发生 14 日内提供 UPS 或逆变器(以下简称设备)的故障报告和简要故障描述,包括但不限于设备串号、型号、PCB 串号等发送给卖方,经过卖方工程师确认后,由卖方提供免费提供需要更换的电路板/零部件,买方承担运费,税,费,人工费;若卖方工程师无法确认故障,卖方工程师书面通知买方,买方将故障部件寄回进行更换(买方承担运费),然后卖方将修理或更换部件发送给买方(卖方承担运费)。本质保服务下的义务仅限于修理或更换有缺陷的产品或部件,不延长原保修期限。

9.3 Any defect or damages caused by the following circumstances will not be covered by the warranty:

本保修不涵盖因以下原因造成的任何缺陷或损坏:

(1) Unauthorized attempts to repair or modify the Products or to replace its parts; (2) Non-compliance with the user manuals, installation guides and

(1) 未经授权的尝试修复或对产品进行修改或部件更换; (2) 未遵守用户手册, 安装指南和维护规定;

maintenance instructions; (3) Improper installation or commissioning; (4) Connection to incorrect or unsuitable AC/DC voltage, surges, or lightning strikes; (5) Operation under unsuitable on site conditions;; (6) Force Majeure.

9.4 The warranty shall not extend to fuses, surge suppressors, filters, or cosmetic damages.

(3) 安装或调试不正确; (4) 连接不正确或不合适的交直流电压, 浪涌, 雷击; (5) 在不适当的现场条件下运行; (6) 不可抗力。

本保修不包括保险丝、浪涌抑制器、滤波器或外观损坏。

10.AFTER-SALES SERVICE 售后服务

10.1 Online Support: The Seller provides online after-sales technical support services from 8:30 to 17:00 (Beijing Time). The Buyer may contact the Seller through SKYPE (account: kehua-service), email (address: service@kehua.com), WeChat, or telephone (+86-592-510516) for online technical assistance from the Seller's after-sales technical engineers.

10.2 If the Buyer is unable to resolve the issue and requires the Seller's technical personnel to provide on-site technical services, the Buyer shall, upon mutual agreement, bear the costs of the Seller's technical personnel for round-trip airfare, accommodation, visa fees, and technical service charges.

10.3 After the expiration of the warranty period, the parties may negotiate to provide extended warranty services for products that are out of warranty and enter into a separate extended warranty contract for the fees and services.

在线支持: 卖方提供 8:30~17:00 (北京时间) 的在线售后技术支持服务。买方可通过 SKYPE (账号: kehua-service)、邮件 (地址: service@kehua.com)、微信、电话 (+86-592-510516) 等工具与卖方联系, 卖方售后技术工程师进行在线答疑。

若买方未能解决存在的问题且要求卖方技术人员至用户现场提供技术服务, 经双方协商一致后, 买方应承担卖方技术人员的往返的机票费用, 住宿费, 签证费以及技术服务费。

产品超出保修期后, 双方可经协商就过保修期的产品提供续保服务, 并就续保费用与服务另行签订续保合同。

11.INTELLECTUAL PROPERTY 知识产权

11.1 All intellectual property rights, including but not limited to the design, modification, and improvement of Products, shall remain the exclusive property of the Seller.

11.2 At all times, the intellectual property rights associated with the products and technology shall remain the proprietary property of the Seller. In this GTC, the Seller expressly reserves and does not grant to the Buyer any intellectual property rights with respect to the products and technology.

11.3 Should any third party initiate any legal proceedings against the Seller due to the products, the Seller shall defend against such claims or opt for settlement and bear the associated costs, provided that such claims are solely related to the infringement of intellectual property rights in the country where the Buyer is located. This obligation is subject to the Buyer's compliance with the following requirements: (1) promptly notify the Seller in writing within five (5) days of becoming aware of the infringement dispute; (2) provide all relevant information pertaining to the dispute and offer assistance; and (3) grant the Seller exclusive control over the defense or settlement of the claim.

11.4 The Seller shall not be liable for any claims of infringement arising from: (1) the use of the products not in accordance with the GTC; (2) modifications to the products without the Seller's explicit written authorization; (3) the combination of the Products with any third-party software, equipment, or information not expressly listed in the documentation (if applicable); (4) the compliance with designs, plans, or specifications requested by or on behalf of the Buyer.

11.5 In the event that a product is adjudged or determined to infringe upon the rights of a third party, or if the Seller believes that a product may infringe upon the rights of a third party, the Seller, at its sole discretion and expense, may take one of the following actions: (1) modify the product to render it non-infringing; (2) replace the product with a non-infringing product of equivalent functionality; (3) procure for the Buyer the necessary licenses or permissions to enable the continued use of the Product; or (4) if it is commercially unreasonable to take actions (1), (2), or (3), terminate the order related to the infringing product and refund to the Buyer any payments made by the Buyer for such infringing product. This clause sets forth the Seller's entire liability and the Buyer's exclusive remedy for any infringement of any proprietary rights of a third party.

所有知识产权, 包括但不限于产品的设计、修改与改进, 均归属于卖方。

产品以及技术所涉及的知识产权在任时刻均为卖方的专有财产, 且在本条款中, 卖方明确保留并不授予买方任何关于产品和技术的知识产权。

若因卖方产品致使有第三方向卖方提起任何诉讼, 卖方应进行抗辩或选择和解, 并承担相应费用, 但此等索赔仅限于卖方侵犯买方所在国家的知识产权, 且以买方配合以下要求为前提: (1) 自知悉侵权争议发生之日起五日内, 以书面形式及时通知卖方; (2) 提供与该侵权争议相关的一切资料并予以协助; 且 (3) 就抗辩或和解授予专有控制权。

对于基于以下原因导致的侵权索赔, 卖方无须承担责任: (1) 未按照本条款的规定使用产品; (2) 未经卖方明确书面授权而修改产品; (3) 将产品与文件中未明确列出的任何第三方软件、设备或信息组合使用 (如适用); (4) 为遵守买方提出的或代表买方提出的设计、方案或规格要求。

若产品被裁定或判决认定为侵犯他人权利, 或者卖方认为产品侵犯他人权利, 卖方可以自行选择并承担相应费用, 采取以下措施之一: (1) 修改产品, 使其不再具有侵权性; (2) 以具备同等功能的非侵权产品替代该等产品; (3) 为买方取得相应许可, 使买方能够继续使用本协议项下提供的产品; 或者若采取上述 (1)、(2) 或 (3) 项措施在商业上不合理, 则 (4) 终止与侵权产品相关的订单, 将买方为该等侵权产品已支付的费用退还给买方。本条规定了侵犯第三方任何专有权利时卖方承担的全部责任以及买方享有的唯一排他性救济。

12.FORCE MAJEURE 不可抗力

12.1 The term "Force Majeure" in this GTC refers to human unforeseen, unavoidable and irresistible natural disasters and events, including but not limited to earthquakes, floods, fires, wars, strikes epidemic situation and event compliance with government laws, regulations and policy adjustments and other factors mutually recognized by the Parties.

本合同所称不可抗力, 系指人力不可预见、不可避免且不可抗拒的自然灾害与事件, 涵盖但不限于地震、水灾、火灾、战争、罢工、疫情以及为遵守、配合政府法律法规、政策调整行为同时包括双方共同认可的

12.2 The party affected by force majeure shall notify the other party within twenty-four (24) hours after the occurrence of the force majeure event and provide written evidence of the event within seven (7) days. Upon the termination or removal of the force majeure event, the affected party shall resume performance of the Contract and promptly notify the other party. If the impact of the force majeure event lasts for thirty (30) days or more, the parties shall negotiate in good faith to modify or terminate the Contract based on the extent of the impact on the performance of the Contract. If no agreement can be reached, either party shall have the right to terminate the Contract without liability for breach of Contract.

13. BREACH LIABILITY 违约责任

13.1 After the the signing of the PI, if the Buyer requests any partial or full modification or cancellation of the goods to be supplied, the Buyer shall bear any additional costs or losses incurred by the Seller as a result, including but not limited to storage fees, modification and upgrade fees, labor costs, and losses from the obsolescence of raw materials already purchased or equipment already manufactured, etc. Additionally, the Buyer shall pay the Seller a penalty equivalent to thirty percent (30%) of the Contract amount as liquidated damages. Should there be a need to change the products to be supplied, the parties shall negotiate the additional costs and enter into a supplementary agreement.

13.2 In the event of delayed payment by the Buyer, the Buyer shall pay to the Seller liquidated damages at the rate of 0.05% of the delayed unpaid amount for each day of delay. If the payment is overdue for more than thirty (30) days, the Seller shall have the right to terminate the order and to claim from the Buyer compensation for any economic losses incurred as well as liquidated damages.

13.3 Should the Seller anticipate that it will be unable to meet the originally scheduled delivery date, it shall notify the Buyer at least seven (7) business days prior to the scheduled delivery date and provide the Buyer with a revised delivery schedule. If the revised delivery date is not acceptable to the Buyer, the Buyer agrees, under any circumstances, to grant the Seller an additional grace period of up to seven (7) days. From the date that this grace period is exceeded, the Seller shall pay to the Buyer liquidated damages for each day of delay, at the rate of 0.05% of the value of the undelivered goods. In no event shall the total amount of liquidated damages for late delivery by the Seller exceed ten percent (10%) of the value of the delayed goods.

13.4 In the event that the Seller is unable to ship the goods by the date specified in the PI due to reasons attributable to the Buyer, the Seller agrees to grant the Buyer a grace period of up to thirty (30) days. If the goods are still not shipped after the expiration of this grace period, the Buyer shall be liable for any exchange rate losses, capital occupation fees, and storage fees incurred by the Seller. The specific calculation standards are as follows: (1) Exchange rate losses shall be calculated based on the difference in the exchange rate published by the People's Bank of China (positive deviation between the agreed date and the payment date); (2) Capital occupation fees shall be calculated at a rate of 0.6% per month on the unpaid portion from the first day of the grace period's expiration; (3) Storage fees shall be calculated at a rate of 0.2% per month on the value of the goods from the first day of the grace period's expiration. If the aforementioned period exceeds one month but is less than a full month, it shall be calculated as a full month.

13.5 Limitation of Liability: Notwithstanding any act of breach, infringement, negligence, or otherwise, and irrespective of any notice of the possibility of such damages, the Seller shall not be held liable for any indirect, consequential, special, or punitive damages arising from or related to the products or the transactions hereunder, including but not limited to loss of profits, loss of revenue, loss of use, or loss of data. Under no circumstances, the Seller's liability shall be limited to the amount received by the Seller for the products that are the subject of the claim.

14. EXPORT CONTROL 出口管制

14.1 The Buyer acknowledges that the Products or Services provided by the Seller (which may include technology and software) are subject to all applicable export and re-export control laws and regulations (including but not

其他因素等。

受不可抗力影响的一方应于出现不可抗力情形后的二十四小时内通知另一方,并在七日内向另一方提供不可抗力事件的书面证明材料。当不可抗力事件终止或者被排除后,受阻一方应继续履行合同并尽快通知另一方。若不可抗力事件的影响持续达三十日或以上,双方应根据该事件对合同履行的影响程度协商对本合同的进行修改或终止。若无法协商一致,任何一方均有权解除合同而无须承担违约责任。

合同签订后,若买方要求部分或全部变更、取消供货货物,买方应承担卖方由此增加的费用或产生的损失,包括但不限于仓储费、变更升级费、人工费、已采购原材料或已生产设备的呆滞损失等,并向卖方赔偿合同金额 30% 的违约金。若需变更供货产品,双方应另行协商费用并签署补充合同。

若买方延期付款,应向卖方支付逾期违约金,以每天未付金额的万分之五计。若逾期付款超过 30 天,则卖方有权取消订单,并要求买方承担给卖方造成的经济损失和违约金。

若卖方估计其无法满足原定的交货时间,应至少在原定交货日的七(7)个工作日以前通知买方,并向买方提供修改后的交货时间。若卖方修改后的交货时间不为买方接受,在任何情况下,买方同意给予卖方最多 7 天的宽限期,自超过宽限期日起,卖方应按每延迟一天以未交货部分货值的万分之五计向买方支付违约金。在任何情况下,因卖方延迟交货的违约金金额最高不超过该延迟交货金额的 10%。

若因买方原因导致卖方无法按 PI 约定日期发货,则卖方同意给予买方最多 30 天的宽限期;若超过宽限期仍未发货,买方应当承担由此造成卖方的汇率损失,资金占用费和仓储费;具体计算标准如下:(1) 汇率损失按中国人民银行公布的汇率差异价计算(约定日与付款日的正偏差);(2) 资金占用费自超过宽限期的首日开始按未付款部分的每月百分之零点六(0.6%)计算,(3) 仓储费自超过宽限期的首日开始按货值的每月百分之零点二(0.2%)计算;前述超过日期不足一个月的按一个月计算。

责任限制: 卖方无论是否出现违约、侵权、疏忽或者其他行为,无论是否已告知任何此类损害的可能性,卖方对因本产品或其拟进行的交易引起或与之相关的任何间接、特殊、惩罚性赔偿(包括利润损失、损失成本、数据丢失)不承担责任。在任何情况下,卖方的责任不超过卖方收到的作为索赔标的的产品的金额。

甲方确认,乙方提供的产品和服务(包括但不限于技术及软件)受所适用的(再)出口管制法规(export

limited to those of China, Germany, the European Union, and the United States). The Buyer agrees to comply with all such applicable laws and regulations. Accordingly, these Products or Services may not be sold, leased, or otherwise transferred to restricted or sanctioned end-users or countries/regions, such as Iran, Russia, Venezuela, Syria, Cuba, Sudan, and entities or individuals in North Korea.

14.2 Under no circumstances, shall the Products or Services under the PI be used for any end-use involving military, nuclear, biochemical weapons, missile technology, terrorism, human rights violations, or any other purposes prohibited by applicable laws.

14.3 The Buyer agrees to defend, indemnify, and hold the Seller harmless from any and all claims, lawsuits, actions, costs, expenses, fines, losses, damages, attorney fees, and other liabilities arising from or related to the Buyer's failure to comply with export control laws and regulations.

14.4 This clause shall remain valid after the expiration or termination of the contract.

15. GOVERNING LAW 准据法

This GTC is to be construed in accordance with and governed by Hong Kong law without reference to conflict of laws principles.

and re-export control laws) 约束, 包括但不限于中国、美国、欧盟国家以及联合国的相关法律、法规及相关决议文件。甲方承诺遵守所有相关法规, 确保不向受限制或制裁的最终用户或国家/地区(如伊朗、俄罗斯、委内瑞拉、叙利亚、古巴、苏丹及朝鲜实体或个人) 出售、出租或转让本协议的产品和服务。

在任何情况下, 本合同项下产品和服务的最终使用不得涉及军事、核、生化武器、导弹、恐怖活动、侵犯人权或其他法律禁止的用途。

就任何由于甲方违反本条款义务而引起的或与之相关的索赔、诉讼、行动、成本、费用、罚款、损失、损害、律师费和其它责任, 甲方应为乙方辩护、赔偿乙方由此产生的一切损失和费用并使其免受损害。

本条款在合同终止后仍保持效力。

16. DISPUTE RESOLUTION 争议解决

16.1 Any dispute arising from or related to this GTC shall be first resolved through friendly negotiations between the parties. Should the parties fail to reach a resolution within thirty (30) days of commencement of such negotiations, either party shall have the right to initiate arbitration.

16.2 Any controversy, claim, dispute, difference, or claim arising from or related to this GTC, including but not limited to its existence, validity, interpretation, performance, breach, or termination, or any non-contractual dispute arising out of or relating to it, shall be finally settled by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Administered Arbitration Rules in effect at the time of the submission of the arbitration notice. The place of arbitration shall be Hong Kong, with a maximum of three arbitrators. The arbitration proceedings shall be conducted in the English language. The arbitral award shall be final and binding upon both parties.

凡因本合同引起的或与本合同有关的任何争议, 双方应友好协商解决。如果在三十天协商不成, 任何一方均有权提起仲裁。

凡因本条款所引起的或与之相关的任何争议、纠纷、分歧或索赔, 包括条款的存在、效力、解释、履行、违反或终止, 或因本条款引起的或与之相关的任何非条款性争议, 均应提交由香港国际仲裁中心仲裁, 并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。仲裁地为香港, 仲裁员人数最多三名, 仲裁程序应参照英文进行。仲裁裁决是终局的, 对双方均具有约束力。

17. MISCELLANEOUS 其他

17.1 The titles to the respective sections hereof shall not be deemed a part of this GTC and are solely for the convenience of reference.

17.2 This GTC is written in both English and Chinese. In the event of any conflict between the English and Chinese versions, the English version shall prevail.

17.3 The GTC shall be an integral part of PI, In the event of any inconsistency between this GTC and PI, this GTC shall prevail, unless otherwise specified.

本条款各部分的标题不应被视为本条款的一部分, 而仅应被视作是为方便使用而设。

本条款以中英文两种语言书写。若中英文版本之间存在冲突, 则以英文版本为准。

本通用条款是 PI 的组成部分, 本条款与 PI 有不一致之处的, 以本条款为准, 除非另有规定。