

1. Scope 范围

1.1 All installation, service, maintenance and repair work by Heraeus Noblelight (Shenyang) Co., Ltd. ("Heraeus") for the customer is subject to the following general terms and conditions (the "General Installation and Service Conditions") only. These General Installation and Service Conditions apply to both the one-time installation, service, maintenance and repair work performed under a single Service Order and to the regular work to be performed under a Service Level Agreement.

1.1 由贺利氏（沈阳）特种光源有限公司(下称“贺利氏”)向客户提供的全部安装、维护、保养和修理服务均仅适用下述一般条款和条件(下称“安装及服务一般条款”)。本安装及服务一般条款适用于单笔服务订单项下提供的一次性安装、维护、保养和修理服务,也适用于服务等级协议项下提供的常规服务。

1.2 General terms and conditions of the customer which deviate from or supplement these General Installation and Service Conditions shall become part of a contract only if and to the extent that Heraeus expressly agrees to their applicability in writing. Such general terms and conditions of the customer shall in particular not become part of a contract by the fact that Heraeus performs installation, service, maintenance and repair work for the customer without expressly rejecting the terms and conditions of the customer. Individual agreements between Heraeus and the customer made in particular cases always take precedence over these General Installation and Service Conditions. In the absence of proof to the contrary, the contents of such individual agreements is subject to a written contract or the written consent of Heraeus.

1.2 客户方的一般条款和条件与本安装及服务一般条款有偏离的或有补充内容的, 仅可在贺利氏书面明确同意的范围内成为合同的一部分。该等客户方的一般条款和条件不应基于贺利氏在未明确拒绝客户方一般条款和条件的情况下提供了安装、维护、保养和修理服务而成为合同的一部分。贺利氏和客户之间在特别情况下签署的个别协议优先于本安装及服务一般条款。在未有相反证据的情况下, 该等个别协议的内容应适用书面合同或贺利氏的书面同意。

2. Remuneration 报酬

2.1 The remuneration for the services provided by Heraeus will be agreed in the single Service Order or, as applicable, in the Service Level Agreement.

2.1 贺利氏提供服务的报酬将在单笔服务订单中或, 如适用, 在服务等级协议中约定。

2.2 If the single Service Order or, as applicable, the Service Level Agreement provides for a lump sum remuneration of the services provided by Heraeus, payment of the agreed lump sum shall constitute full and final settlement and discharge of any and all services ordered by the customer. Payment of such lump sum shall in particular constitute full and final settlement and discharge of any and all costs of materials and tooling, of any and all travel and transport expenses, and of any and all costs of operating supplies and auxiliary materials.

2.2 若单笔服务订单或, 如适用, 服务等级协议约定了贺利氏提供服务的固定报酬, 则支付该等固定报酬应当构成对贺利氏提供的任何及全部服务的全部及最终的结算和清偿。支付该等固定报酬应构成对材料及工具、差旅及交通以及作业用料及辅料所涉成本及开支的全部及最终的结算和清偿。

2.3 If no lump sum remuneration for Heraeus' services is agreed in the single Service Order or if Heraeus provides services beyond the services covered by the agreed lump sum remuneration, the following applies:

2.3 若在单笔服务订单中未约定固定报酬或贺利氏提供的服务超出了固定报酬所涵盖的范围, 则下述费率将适用:

2.3.1 The remuneration for working time is subject to the hourly rates of Heraeus in force at the time.

2.3.1 在工作时间的服务报酬将依据届时有效的贺利氏小时费率
Weekdays, 07:00 - 18:00 hrs 工作日, 07:00 时 - 18:00 时:

- Working time: RMB 800 / hour
- 工作时间: 人民币 800/小时
- Traveling time: RMB 400 / hour
- 在途时间: 人民币 400 /小时

Outside regular working hours (18:00 - 07:00 hrs.) on weekdays as well as on Saturdays, Sundays and public holidays:

在工作日的工作时间之外(18:00 时- 07:00 时)以及周六、周日及公共假日:

- Working time: RMB 1200 / hour
- 工作时间: 人民币 1200/小时
- Traveling time: RMB 600 / hour
- 在途时间: 人民币 600/小时

Waiting times outside the responsibility of Heraeus are charged as working time. Traveling time starts and ends at the location of the respective Heraeus service site.

贺利氏责任范围之外的等候时间将按工作时间收费。在途时间起算并止算于贺利氏相应的服务点。

2.3.2 The remuneration for spare parts and expendables and for operating supplies and auxiliary materials is subject to the list prices of Heraeus in force at the time.

2.3.2 就备件、耗材、作业用料及辅料的报酬依据贺利氏届时有效的价格清单。

2.3.3 For all work and services performed outside the plant of Heraeus, the costs of travel to/from the Heraeus plant, the costs of overnight accommodation and meals as well as other expenses related to such travel are charged as actually incurred. Travels by car are charged at a flat rate mileage of RMB 3 / km. Travels by train and by air are subject to the provisions of the Heraeus Global Travel Policy in force at the time.

2.3.3 就贺利氏工厂之外提供的全部工作及服务, 自/至贺利氏工厂的差旅费用、与该等差旅相关的住宿及餐饮费用以及其他费用据实收取。汽车费用统一按人民币 3 元/公里计, 火车及飞机费用依据届时有效的贺利氏全球差旅政策。

2.4 Value-added tax is charged separately. All invoices are due and payable without any deductions immediately after receipt into a bank account named by Heraeus. The customer agrees to the electronic transmission of the invoice.

2.4 增值税另行收取。全部发票金额自客户收到发票后立即到期, 应无任何扣减地支付至贺利氏指定的银行账户。客户同意以电汇方式支付。

2.5 If the customer fails to pay any amount when due in accordance with the single Service Order or, as applicable, the Service Level Agreement, the customer shall pay liquidated damages to Heraeus, which shall be calculated at 0.1% of the total overdue payment per each delayed day. The right to furnish proof of and claim a higher or further damage caused by default remains reserved. Subject to evidence of a higher damage, Heraeus will charge RMB 25.00 for the second and each further reasonable reminder.

2.5 若客户未能按单笔服务订单或, 如适用, 服务等级协议的约定按时支付任何应付价款的, 须支付迟延部分价款每日 0.1%的逾期付款违约金。贺利氏就客户违约保留向客户提供证明并索赔额外损失的权利。受制于额外损失的证据, 贺利氏对第二次及后续每次合理催告付款将收取人民币 25 元。

3. Services of Heraeus 贺利氏提供的服务

3.1 Heraeus performs the services agreed in the single Service Order or, as applicable, in the Service Level Agreement with qualified personnel having the professional knowledge and skills required by applicable law for the performance of such services.

3.1 贺利氏由根据适用法律要求具备专业知识和技巧而可提供相关服务的合格人员提供单笔服务订单或, 如适用, 服务等级协议中约定的服务。

3.2 The following provisions apply to particular services of Heraeus only:

3.2 下述条款仅适用于贺利氏提供的特别服务:

3.2.1 Installation/Start-Up 安装/启动

If the customer entrusts Heraeus (within the scope of a single Service Order or in connection with a purchase order for products) with the installation/start-up of a system or part of a system, Heraeus will perform the installation in accordance with the documentation provided to it. The customer is responsible for the timely provision and availability of the required utilities. Any services exceeding or diverging from the installation services originally agreed (e.g., additional installation work or work deviating from the documentation) will be performed by Heraeus only after consultation with and a written confirmation (including via e-mail) from the customer. After completion of the installation, Heraeus and the customer will sign an acceptance protocol.

若客户委托贺利氏(在单笔服务订单或与产品采购订单相关的范围内)进行某一系统或其部分的安装/启动,贺利氏将根据向其提供的技术资料进行安装。客户有义务及时提供所需设施。贺利氏仅在与客户协商且取得客户书面(包括通过电子邮件)确认后方提供任何超出或与原约定的安装服务不符的服务(例如:额外的安装服务或与技术资料有偏离的服务)。在完成安装后,贺利氏及客户将签署一份验收报告。

3.2.2 Inspection 检测

If the customer entrusts Heraeus (within the scope of a single Service Order) with the inspection of a system, Heraeus will perform such inspection of the system and, if applicable, with regard to a specific malfunction reported by the customer or a specific defect. Heraeus will inform the customer of the result of the inspection after completion of the inspection. Unless otherwise agreed, the result of the inspection is intended to help the customer in deciding about a repair that may have to be carried out. At the request of the customer, Heraeus will prepare a non-binding estimate of cost of repair of the system. If a repair order is placed, the costs for the preparation of such estimate of cost will be included into the remuneration for the repair work.

若客户委托贺利氏(在单笔服务订单的范围内)进行某一系统的检测工作,贺利氏将提供对该系统的检测并且,如适用,将就客户报告的具体故障或缺陷进行检测。贺利氏在检测完成后将告知客户检测结果。除另有约定外,检测结果意在帮助客户决定需实施的修理工作。应客户的要求,贺利氏将就修理该系统准备一份非约束性的成本测算。若客户下达修理订单,准备该等成本测算的花费被纳入修理工作的报酬。

3.2.3 Service and Maintenance 维护和保养

If the customer entrusts Heraeus (within the scope of a single Service Order or under a Service Level Agreement) with the performance of scheduled service and maintenance work, Heraeus will, to the extent possible, also carry out minor overhauls and repairs of the systems to be serviced. Minor overhauls and repairs are activities which increase the service and maintenance work only insignificantly. Any further services (e.g., fault clearance outside the scheduled service and maintenance dates, or larger repairs) will be performed by Heraeus only after consultation with the customer and on the basis of a separate single Service Order, if applicable. After completion of service and maintenance, Heraeus will prepare a service protocol which specifies the service and maintenance work performed and, if applicable, all minor repairs and fault clearances carried out.

若客户委托贺利氏(在单笔服务订单的范围内或在服务等级协议项下)进行定期维护和保养,在可行范围内,贺利氏将同时就拟维保的系统进行简修。简修仅指不实质性增加维保工作的修理。贺利氏仅在与客户协商并基于单独订单(如适用)前提下提供进一步的服务(例如:在定期维护和保养日期之外的故障排除,或者,大修)。在完成维护和保养后,贺利氏将提供一份维护报告,其中载明已提供的维护和保养服务,并且,如适用,载明进行的全部简修工作。

3.2.4 Repairs 修理

If the customer entrusts Heraeus (within the scope of a single Service Order) with the repair of a system or with the correction of a malfunction, Heraeus will use its commercially reasonable efforts to identify the cause of the malfunction or defect and remedy such malfunction or defect after its detection. The objective is to restore the functioning of the system under repair.

However, Heraeus cannot assume any responsibility for the successful remedy of a defect or malfunction. In particular, Heraeus cannot warrant for the successful remedy of a defect within a specific time period with the available tooling and spare parts. After completion of a repair, Heraeus will prepare a work report specifying the work carried out.

若客户委托贺利氏(在单笔服务订单的范围内)进行系统修理或故障修复,贺利氏将尽商业上的合理努力识别故障或缺陷原因,并且在识别后修复该等故障或缺陷。修理的目的是恢复故障系统的功能。但是,贺利氏就是否能够成功修复故障或缺陷不承担任何责任。特别的,贺利氏不保证在限期内仅凭可用工具和备件成功修复缺陷。在修理完成后,贺利氏将准备一份载明工作内容的工作报告。

3.3 Heraeus performs the services in compliance with the applicable laws and regulations in force, the additional instructions and requirements which may be provided by the customer prior to contract conclusion, especially hazard assessments, manufacturer's information and factory standards as well as any rules or directives separately agreed in the individual case.

3.3 贺利氏根据现行法律法规、在合同缔结前客户可能提出的额外指示或要求(尤其是在危害评估,制造商信息及工厂标准以及在个案中另行约定的任何规则或指令)提供服务。

3.4 Heraeus will provide the tooling as well as product-specific operating supplies and auxiliary materials ordinarily required for the performance of its services, unless the tooling, the operating supplies and auxiliary materials are provided by the customer within the scope of its contractually agreed duty to cooperate.

3.4 贺利氏将提供相应工具以及提供服务通常所需的特定产品作业供给及辅料,除非根据合同约定应由客户配合提供该等作业供给及辅料。

3.5 Heraeus will submit or transmit the service protocol or, as applicable, the work report to the customer after completion of the services, however, at the latest together with the invoice.

3.5 贺利氏在完成服务后、最迟不应迟于提供发票时向客户提交或传送一份服务报告或,如适用,工作报告。

3.6 The services of Heraeus will be performed by qualified personnel of Heraeus, another Heraeus company, or a certified partner company of Heraeus.

3.6 服务将由贺利氏、贺利氏其他公司或贺利氏认证合作伙伴的合格人员提供。

4. **Obligations of the Customer 客户义务**

4.1 As the operator of the system, the customer shall observe and abide by the applicable laws and regulations as well as the information and internal policies and guidelines of the system manufacturer. The customer shall grant Heraeus access to the system and provide to Heraeus, at the customer's cost and expense, the transport and lifting gear and the general operating supplies (e.g., electricity, water and the requisite water and power supplies) which are required for the performance of the services of Heraeus, as well as the product-specific operating supplies and/or tooling specifically agreed in the single Service Order or, as applicable, the Service Level Agreement. If required, the customer shall make available appropriate auxiliary staff.

4.1 作为系统的运营方,客户应当遵守适用法律法规以及系统制造商内部的政策及指引。客户应授权贺利氏访问系统,并自行承担成本向贺利氏提供单笔订单或,如适用,服务等级协议中特别约定的、履行服务所需的运输、搬运设备以及一般性的作业供给(例如:水、电以及必须的水电供应),以及特定产品作业供给及/或工具。若需,客户应提供适当的辅助性员工。

4.2 Before placing a single Service Order for the repair of a system, the customer shall provide Heraeus with as detailed information as possible about the malfunction or defect and the operating conditions.

4.2 在下达修理系统的单笔订单之前,客户应向贺利氏提供关于故障、缺陷及作业环境尽可能详细的信息。

4.3 The customer shall advise the employees of Heraeus of existing hazards and safety rules, and take any and all measures which are required for the protection of these employees.

4.3 客户应当告知贺利氏员工现有的危险物质以及安全规则，并采取保护该等员工所需的任何及一切措施。

4.4 If the services to be provided by Heraeus also extend to systems or components thereof which were not delivered by Heraeus, the customer shall provide Heraeus with any and all circuit diagrams, drawings, maintenance instructions and operating manuals of the system manufacturer, with existing hazard assessments, and with any further provisions and instructions which have been separately agreed in the single Service Order or, as applicable, the Service Level Agreement. In the case of scheduled service and maintenance work, the customer shall document and inform Heraeus in a timely manner of any damage, defect, malfunction and other abnormal operating phenomena of the system and of any changes in the operating or ambient conditions.

4.4 若贺利氏提供的服务同时延伸至非贺利氏交付的系统或其元件，客户应当向贺利氏提供任何及一切系统制造商的电路图、设计图、保养指示以及操作守则，现有危险物质评估以及在单笔订单或，如适用，服务等级协议中另行约定的供应及指示。在定期维护和保养的情况下，客户应当及时记录并通知贺利氏相关系统的任何损害、缺陷、故障、系统其它不正常运转现象以及作业或现场环境任何变化。

4.5 The conclusion of single Service Orders for the performance of service and maintenance work and the conclusion of a Service Level Agreement do not release the customer from its obligation for any further or additional service and maintenance in accordance with the system manufacturer's operating manual.

4.5 贺利氏与客户就提供维护和保养服务签署单笔订单以及服务等级协议并不免除客户根据系统制造商的操作守则实施进一步维护和保养系统的义务。

5. Acceptance 验收

5.1 The customer is obligated to declare acceptance of the services as soon as Heraeus has notified the customer of their completion, or, with respect to installation/start-up services, if the functional tests set forth in the documentation have been completed successfully.

5.1 客户有义务在贺利氏通知服务已完成，或者，就安装/启动服务完成技术资料中的功能测试后立即宣布对服务完成验收。

5.2 The customer must report obvious defects to Heraeus promptly in writing but no later than within 10 calendar days after Heraeus' completion of the services. Failure to report an obvious defect in due course results in the exclusion of a claim for such defect by the customer.

5.2 客户须及时但最迟不迟于贺利氏完成服务后 10 日内向贺利氏报告显著缺陷。客户未能按时报告显著缺陷的，将丧失就该等缺陷索赔的权利。

5.3 Acceptance will be deemed to have occurred at the latest upon the system's productive use or upon the expiration of 30 days from the completion of the services (whichever is earlier), provided that Heraeus is not responsible for the delayed acceptance.

5.3 若非因贺利氏原因导致验收延迟，在安装服务完成之日起满 30 日之日，或者，在系统投入生产使用之日(以孰早者为准)视为完成验收。

6. Warranty, Liability 质保及责任

6.1 Heraeus warrants that it will perform all services in a competent, workmanlike manner. Heraeus's responsibility for a breach of this warranty and customer's sole and exclusive remedy is limited, at Heraeus's option, to either rework of the defective services or return to customer of monies actually received by Heraeus from customer for those defective services. Heraeus may require inspection of the defective services. This warranty extends only to the customer.

6.1 贺利氏保证其将合格并熟练的提供全部服务。贺利氏违反本保证的责任及客户唯一且全部的救济限于贺利氏就缺陷服务进行重做或，依贺利氏的选择，就缺陷服务向客户返还实际收到的价款。贺利氏可要求对缺陷服务进行检查。本保证仅适用于客户。

6.2 This warranty does not apply to, and Heraeus assumes no responsibility for, damage or defects due to any cause not

amounting to a breach of this warranty, including, but not limited to, damage or defects arising as a result of misuse, improper installation by customer's personnel or subcontractors, accident, neglect, modification, repair by customer, adverse conditions, and demands exceeding agreed performance levels by Heraeus.

6.2 不构成违反本保证的损害或缺陷，包括但不限于，因客户人员或分包商的不当使用、不当安装，客户的事故、疏忽、修正或修理，不利条件以及对贺利氏超出约定服务等级的需求造成的损害或缺陷不适用于本保证且贺利氏不承担任何责任。

6.3 To the extent permitted by PRC law, the liability of Heraeus for claims for damages is in any case limited to the triple (annual) order value or, if the triple order value is below RMB 100,000, to RMB 100,000; any liability of Heraeus for indirect damages, especially consequential damages, lost profits, and loss of use due to production standstills, is excluded.

6.3 在中国法律允许的范围内，贺利氏的损害赔偿责任在任何情况下不超过（年度）订单价格的三倍，或者，若三倍订单价格低于人民币 100,000 元，贺利氏的损害赔偿责任不超过人民币 100,000 元；且贺利氏不对间接损失，特别是后果性的损害赔偿、利润损失及因生产停止而导致的使用权损失承担任何责任。

7. Reservation of Title 所有权保留

7.1 Heraeus retains title to, and ownership of, any delivered products (e.g., the spare parts and expendables) until full payment of all claims from a single Service Order or a Service Level Agreement.

7.1 贺利氏保留交付产品的所有权(例如：备件及耗材)直至单笔订单项下或服务等级协议项下的全部价款已完全付清。

7.2 In the event of seizures of delivered products or other acts or interventions by third parties, the customer must point out that the products are the property of Heraeus and inform Heraeus immediately in writing so that Heraeus can enforce its ownership rights. As long as the customer is not in default of payment, the customer shall be entitled to use the spare parts and expendables which are subject to reservation of title in its ordinary course of business. However, the customer shall not be entitled to pledge, or to assign by way of security, any spare parts and expendables subject to reservation of title.

7.2 在交付货物被查封或被第三方处置的情况下，客户须指出该等产品系贺利氏财产并立即书面通知贺利氏，以使贺利氏有权行使其所有权。只要客户未逾期付款，客户就有权在正常业务过程中使用被保留所有权的备件及耗材，但是，客户不得将被保留所有权的任何备件及耗材质押或以担保方式转让。

8. Term, Termination 期限及解除

8.1 The initial term of a Service Level Agreement is as set forth in the particular Service Level Agreement. Thereafter, the particular Service Level Agreement will be automatically renewed for successive additional periods of 12 months each unless it is terminated by either party upon three months' prior written notice effective as of the expiry of the initial term or each renewal term.

8.1 服务等级协议的初始有效期限在其中载明。除非一方在初始有效期或任何续期期限届满之前提前三个月书面通知到期解除，该服务等级协议将自动续期 12 个月。

8.2 The right of either party to terminate the relevant Service Level Agreement by extraordinary notice for cause remains unaffected. For the avoidance of doubt, the sale, relocation or closing down of the system(s) concerned in whole or in part is not considered as cause for an extraordinary termination.

8.2 任何一方根据正当理由通知解除相关服务等级协议的权利不受影响。为免疑义，出售、搬迁或关停相关系统或其一部分不构成解除的正当理由。

8.3 The single Service Orders are terminable in accordance with the statutory termination provisions.

8.3 单笔服务订单可依法解除。

9. Final Provisions 最终条款

9.1 If a force majeure event occurs, being an event which cannot be foreseen, avoided or overcome by Heraeus (including but not limited to unforeseeable natural disaster;

interruption of manufacturing, transportation or carriage; fire; flood; unforeseeable shortage in labor, public utilities, raw materials or supply; strike; lockout; government action or any other event that impairs, delays or stops the production and carriage of products or makes the production and carriage of products unreasonable), Heraeus shall be released from its obligation to perform its contractual duties for so long as and to the extent that the effects of such event persist. Heraeus will inform the customer of the commencement and of the end of such hindrances to the performance of its contractual duties without delay.

9.1 如果发生贺利氏无法预见、无法避免或无法克服的不可抗力事件,包括但不限于不可预见的自然灾害、生产、交通或运输障碍、火灾、水灾、不可预见的劳工、公用事业或原料和供应短缺、罢工、停工、政府行为、及减损、延迟或妨碍货物的生产、运输等的任何其它事件、或使其变得不合理的任何事件,只要该等事件持续且仅在该等事件持续范围内,贺利氏应被免除其对合同责任的履行义务。贺利氏将不拖延地通知客户该等妨碍其履约的起始及终止时间。

9.2 If any provision of these General Installation and Service Conditions should be or become invalid or unenforceable, then this shall be without effect to the other provisions of these General Installation and Service Conditions, which other provisions shall continue in full force and effect. In such case, the parties shall use their best efforts to replace the invalid or unenforceable provision by a legally valid provision which most nearly reflects the economic intent and purpose of the invalid or unenforceable provision. The same shall apply to any gaps which may be contained herein.

9.2 若本安装及服务一般条款中的任何条款无效或不可执行,不应影响本安装及服务一般条款中其他条款的效力,该等其他条款将继续有效。在该等情况下,双方应当尽最大努力将无效或不可执行条款以最能反映无效或不可执行条款商业目的及意图的合法有效条款取代。该合法有效条款应适用于可能存在的任何差异之处。

9.3 The customer may offset counterclaims or withhold payment based on such counterclaims only if such counterclaims are uncontested in writing or non-appealable.

9.3 仅在相关反索赔书面确认无争议或不可上诉的情况下,客户可以对该等反索赔进行抵销或基于该等反索赔预扣付款。

9.4 Heraeus shall not be obligated to perform its contractual obligations for so long as the customer fails to perform its own obligations according to contract, including its obligations from other contracts with Heraeus and, in particular, if the customer defaults in the timely payment of invoices due.

9.4 如果客户未能根据合同履行其自身义务,包括其与贺利氏在其他合同项下的义务,特别是客户未能按时支付应付款项,贺利氏则无义务履行其合同义务。

9.5 These General Installation and Service Conditions and any single Service Order or Service Level Agreement shall be governed by PRC law, without giving effect to its conflict of law provisions. If there is any dispute arising out of these General Installation and Service Conditions and any single Service Order or Service Level Agreement and the Parties fail to settle such dispute through amicable negotiation, the Parties shall submit such dispute to the competent people's court at the jurisdiction of Heraeus's domicile.

9.5 本安装及服务一般条款及任何单笔服务订单或服务等级协议应受中国法管辖,但不适用中国的法律冲突规则。若在本安装及服务一般条款、任何单笔服务订单或服务等级协议项下发生任何争议,且双方未能通过友好协商解决该等争议,双方应当将争议提交贺利氏所在地人民法院裁决。

9.6 These General Installation and Service Conditions are made in [both English and] Chinese. In case there is any discrepancy or conflict between the two versions, the [Chinese] version shall prevail.

9.6 本安装及服务一般条款以中文[和英文]版本制作[,两种语言版本之间有任何冲突的,以[中文]版本为准]。