

NORMET GENERAL TERMS AND CONDITIONS OF SALE

挪曼尔特一般销售条款与条件

1. SCOPE OF APPLICATION

适用范围

1.1. These Normet General Terms and Conditions of Sale (the “General Conditions” or the “Contract”) shall form an integral part of the Contract and shall apply to all sales and deliveries of Products and Services made by Normet, unless otherwise specifically agreed by the Parties in writing. The Contract comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These General Conditions prevail over any of the Customer’s general terms and conditions of purchase regardless of whether or when the Customer has submitted its purchase order or such terms. Fulfillment of the Customer’s order does not constitute acceptance of any of the Customer’s terms and conditions and does not serve to modify or amend these terms.

除非双方另有书面特别约定，此挪曼尔特一般销售条款与条件（“一般条件”或“本合同”）应构成本合同不可分割的一部分，并适用于挪曼尔特提供的所有产品和服务的销售和交付。本合同构成双方之间的完整协议，并取代所有先前或同期的书面和口头谅解、协议、谈判、陈述与保证和通讯。无论客户是否或何时提交其采购订单或该等条款，本一般条件优先于客户的任何一般采购条款与条件。履行客户订单不构成对客户任何条款和条件的接受，也不构成对该等条款的修改或修订。

1.2. You should read these General Conditions carefully. If you do not accept these General Conditions, you must immediately cease using Normet’s Products and Services.

贵方应仔细阅读本一般条件。如果贵方不接受本一般条件，贵方必须立即停止使用挪曼尔特的产品和服务。

1.3. Certain modules, features and add-ons of the Products include software products, which may be

subject to separate end-user license terms and conditions of Normet or third parties. You agree that the use of such modules, features or add-ons is conditional on your acceptance of such end-user license terms and conditions.

产品的某些模块、功能部件和附加组件包括软件产品，该等软件产品可能须遵守挪曼尔特或第三方单独的终端用户许可条款和条件。贵方同意，该等模块、功能部件或附加组件的使用以贵方接受该等终端用户许可条款和条件为前提。

2. DEFINITIONS AND INTERPRETATION

定义和释义

In these General Conditions the following capitalized terms shall have the following meanings unless otherwise stated or the context otherwise requires:

除另有规定或上下文另有所指，本一般条件中下列大写术语应具有以下含义：

“Chemical Products” means admixtures, fibers, injection resins, grouts, waterproofing, concrete repair materials, tunnel boring machine chemicals and all other construction chemical products supplied by Normet to the Customer.

“化工产品”系指挪曼尔特向客户供应的外加剂、纤维、注射树脂、灌浆、防水剂、混凝土修补材料、隧道掘进机化学品以及所有其他建筑化学产品。

“Contract” means the (i) the written agreement entered into by and between Normet and the Customer relating to the supply of the Products or Services; or in the absence of such a written agreement, (ii) the Offer and terms and conditions included or referenced in the Offer or in the written order confirmation issued by Normet to the Customer.

“合同”系指（i）挪曼尔特与客户就产品或服务的供应订立的书面协议；或在不存在该等书面协议的情况下，（ii）要约以及要约中或挪曼尔特向客户发出的书面订单确认中包括或提及的条款和条件。

“Contract Date” means the date of a written agreement, or in the absence of such written agreement, the date when Normet confirms the order to the Customer.

“合同日期”系指书面协议的日期，或在不存在该等书面协议的情况下，系指挪曼尔特向客户确认订单的日期。

“Customer” or “you” or “your” means the buyer of the Products or Services from Normet.

“客户”或“贵方”系指向挪曼尔特购买产品或服务的买方。

“Equipment” means the mining, tunneling, construction and other equipment offered or supplied by Normet to the Customer, including any used or remanufactured equipment.

“设备”系指挪曼尔特向客户提供或供应的采矿、隧道挖掘、施工及其他设备，包括任何二手或再制造的设备。

“Equipment Data” has the meaning set out in Section 16.1.

“设备数据”具有第 16.1 条中规定的含义。

“Force Majeure Event” has the meaning set out in Section 18.

“不可抗力事件”具有第 18 条中规定的含义。

“General Conditions” means these Normet General Terms and Conditions of Sale.

“一般条件”系指挪曼尔特一般销售条款和条件。

“Intellectual Property Rights” means all intellectual and industrial property rights including copyrights, database rights, patents, utility models, know-how, trademarks, industrial designs and applications for and rights to apply for any of the foregoing.

“知识产权权利”系指所有知识产权和工业产权权利，包括著作权、数据库权利、专利、实用新型、专有技术、商标、工业设计和上述各项的申请及权利。

“Normet” or “we” or “our” means Normet (Shanghai) Trading Ltd. (in Chinese 挪曼尔特(上海)贸易有限公司) or any of its affiliated company which is the seller or supplier of the Products and/or Services to the Customer.

“挪曼尔特”或“我方”系指挪曼尔特(上海)贸易有限公司或其任何作为卖方或供应商向客户提供产品和/或服务的关联公司。

“Offer” means Normet’s quotation or offer to the Customer for the supply of any Products or Services.

“要约”系指挪曼尔特就任何产品或服务的供应向客户发出的报价或要约。

“Party” means either Normet or the Customer as the context may require, and “Parties” means both Normet and the Customer.

“一方”系指挪曼尔特或客户（视上下文而定），“双方”系指挪曼尔特和客户。

“Product(s)” means the Chemical Products, the Equipment, the Spare Parts and the Rock Reinforcement Products or any other products provided hereunder.

“产品”系指化工产品、设备、备件和岩石加固产品或本协议项下提供的任何其他产品。

“Purchase Price” has the meaning set out in Section 8.1.

“购买价格”具有第 8.1 条中规定的含义。

“Rock Reinforcement Products” means the rock bolts, packers, all steel reinforcing elements, accessories thereto and other rock reinforcement products and materials (other than the Chemical Products) offered or supplied by Normet to the Customer.

“岩石加固产品”系指挪曼尔特向客户提供或供应的岩石锚杆、封隔器、所有钢筋加固件及其配件和其他岩石加固产品和材料（化工产品除外）。

“Services” means on-site or off-site maintenance, repair and other work, rebuild services, remanufacturing services, upgrades and modifications of any equipment, auditing, training, commissioning, testing, application of any Products or other materials, or other assistance provided by Normet to the Customer.

“服务”系指挪曼尔特向客户提供的现场或非现场维护、修理和其他工作、重建服务、再制造服务、任何设备的升级和修改、审计、培训、调试、测试、任何产品或其他材料的应用或其他协助。

“Spare Parts” means spare parts and components for the Equipment.

“备件”系指设备的备件和组件。

“Statutory Warranties” has the meaning set out in Section 14.2.

“法定保证”具有第 14.2 条中规定的含义。

“Taxes” has the meaning set out in Section 8.2.

“税务”具有第 8.2 条中规定的含义。

“Technical Information” means all drawings, technical documents and other technical information relating to the Products and/or Services.

“技术信息”系指与产品和/或服务相关的所有图纸、技术文件和其他技术信息。

“Third-Party Product” has the meaning set out in Section 14.3.

“第三方产品”具有第 14.3 条中规定的含义。

- 2.1. Headings of the Contract and the General Conditions are for convenience only and do not affect its interpretation. The following rules of interpretation apply unless the context requires otherwise: the singular includes the plural and conversely; a gender includes all genders; the meaning of general words is not limited by specific examples introduced by “includes”, “including” or “for example” or similar expressions; no rule of contract interpretation applies to the disadvantage of one Party on the basis that it put forward the contract or any part of it; a reference to “business day” means a day other than Saturday or Sunday or a public holiday in the country where the Product or Service is delivered.

合同和一般条件的标题仅为方便而设，不影响合同和一般条件的解释。除非上下文另有要求，应适用以下解释规则：单数形式包括复数形式，反之亦然；一种性别包括所有性别；概括性词语的含义不受“包括”、“例如”或类似表述引入的具体示例的限制；合同解释的任何规则均不适用于基于一方提出合同或合同的任何部分而对该方不利的情况；所指“营业日”系指产品或服务交付所在国除星期六、星期日或公共假日以外的日期。

3. TERMS OF SUPPLY

供应条款

- 3.1. Any Offer shall be binding upon Normet only if, and to the extent that, Normet receives a purchase order from the Customer based on the Offer and Normet unconditionally confirms such a purchase order in a written order confirmation delivered to the Customer or in a Contract entered into by the Parties. Normet

may accept or reject any purchase order by the Customer in its sole discretion at any time.

任何要约仅在以下情况下对挪曼尔特有约束力：挪曼尔特收到客户基于要约的采购订单，且挪曼尔特在向客户交付的书面订单确认函中无条件确认该订单或在双方签订的合同中无条件确认该订单。挪曼尔特可随时自行决定接受或拒绝客户的任何订单。

- 3.2. Normet shall have the right to suspend or terminate the supply of any Products or Services, without notice, if any amount payable by the Customer remains unpaid after its due date, or if the Customer has failed to perform any other payment obligation under the Contract, including the opening of a letter of credit or other payment instrument in accordance with the Contract.

如果客户应付的任何款项在到期日后仍未支付，或者如果客户未能履行合同项下的任何其他付款义务（包括未根据合同开立信用证或其他付款工具），挪曼尔特有权无需通知而中止或终止任何产品或服务的供应。

- 3.3. All information and data set forth in any general product documentation or in the product brochures, marketing materials or price lists are binding only to the extent that they are by reference expressly included in the Contract.

任何一般产品文件、产品手册、营销材料或价格表中的所有信息和数据仅在经援引而明确包括在本合同中的情况下具有约束力。

- 3.4. Normet may make any change to the specification, design, materials or finishes of the Products and/or Services, which: (i) are required to conform with any applicable safety, statutory or regulatory requirement, or (ii) do not materially affect their quality or performance.

挪曼尔特可以对产品和/或服务的规格、设计、材料或成品进行符合下列条件的变更：(i) 要求符合任何适用的安全、法律或监管要求；或(ii) 对产品的质量或性能不产生重大影响。

4. TECHNICAL INFORMATION

技术信息

- 4.1 All Technical Information shall remain the property of Normet or its suppliers, as applicable. The Customer may not use, copy, reproduce, transmit or

disclose the Technical Information, without the consent of Normet, for any other purpose than the operation and maintenance of the Product or using the results of the Services for the purpose they were provided.

所有技术信息应始终为挪曼尔特或其供应商（如适用）的财产。未经挪曼尔特同意，客户不得为产品操作和维护、或基于提供服务的目的使用服务的结果以外的任何目的使用、复印、复制、传输或披露技术信息。

5. DELIVERY TESTS

交付测试

5.1 Any delivery or acceptance tests, if provided for in the Contract, shall be carried out at Normet's factory during normal working hours, unless otherwise agreed. If the Contract does not specify the technical requirements, the relevant tests shall be carried out in accordance with the normal practices of Normet.

除非另有约定，如果合同规定进行任何交付或验收测试，应在正常工作时间内在挪曼尔特的工厂进行。如果合同未明确规定技术要求，相关测试应按照挪曼尔特的正常惯例进行。

5.2 The Customer shall bear all travelling and accommodation expenses for its representatives in connection with any such tests.

客户应承担其代表与任何该等测试有关的所有差旅和食宿费用。

6. DELIVERY AND RISK

交付和风险

6.1 The delivery term shall be determined and interpreted in accordance with the latest published Incoterms® in force on the Contract Date. If no delivery term is specifically agreed, the delivery term for the Products shall be FCA (Incoterms® 2020) Normet's relevant factory or other location set forth in Normet's order confirmation.

交付期限应根据合同日期之时有效的最新公布的国际贸易术语解释通则予以确定和解释。如果没有明确约定交付期限，产品的交付期限应为货交承运人（国际贸易术语解释通则 2020）挪曼尔特的相关工厂或挪曼尔特订单确认中列明的其他地点。

6.2 The risk in the Products or the Services, including risk of loss or damage, shall pass to the Customer

in accordance with the agreed Incoterms® delivery term. Notwithstanding the delivery term or passing of the risk, the Products shall always be at the Customer's risk when the Products are at the Customer's site or premises.

产品或服务包括损失或损坏在内的风险，应根据约定的国际贸易术语解释通则®交付期限转移给客户。无论交付期限如何或风险如何转移，产品在客户场地或经营场所之时，产品的风险应始终由客户承担。

6.3 Normet may deliver the Products or Services in one or more lots and at different times or by separate shipments or deliveries.

挪曼尔特可以一批或多批在不同时间交付产品或服务，也可以分开发货或交付。

6.4 If the Customer fails to take delivery, or provide any necessary documents, the relevant Products or Services will be deemed to have been delivered to and payable by the Customer. In such case Normet may, at its option and without prejudice to its other rights, store or arrange storage of the Products or at the Customer's risk and cost until actual delivery or sale takes place.

如果客户未能接收交付或提供任何必要文件，相关产品或服务将被视为已交付给客户并由客户支付。在此情况下，直至实际交付或销售发生，挪曼尔特可在自行决定且不影响其其他权利的情况下，或在相关风险和费用由客户承担的情况下，存储或安排存储产品。

7. TIME FOR DELIVERY, DELAY

交付时间、延迟

7.1 The delivery times set forth in the Contract are estimates, unless otherwise confirmed by Normet in writing. If the Parties have agreed on a period during which the Products or the Services shall be delivered, such period shall commence on the Contract Date.

除非挪曼尔特另行书面确认，合同中列明的交付时间均为估计时间。如果双方约定了产品或服务的交付期限，该期限应自合同日期开始。

7.2 Normet will use reasonable endeavors to notify the Customer of a delay in the delivery. Such notice shall set out the reason for the delay and, if possible, the time when the delivery can be expected.

挪曼尔特将尽合理努力通知客户交付的延迟。该通知应列明延迟的原因以及（如可能）预计交付的时间。

- 7.3 If the delivery of the Product is delayed from the delivery date confirmed by Normet, the Customer is only entitled to liquidated damages for delay where a specific term concerning liquidated damages is included in the Contract. The Customer shall not be entitled to any liquidated damages unless it claims such liquidated damages in writing within thirty (30) days from the date on which the delivery should have taken place. To the maximum extent permitted by law, the maximum amount of the liquidated damages shall in no event exceed five (5) per cent of the Purchase Price of the delayed Products, and the liquidated damages for delay shall be the exclusive remedy available to the Customer for a delay. To the maximum extent permitted by law, Normet shall not be liable for any other damages, losses, costs, expenses, or compensation of any kind for any delay in the delivery.

如果产品的交付自挪曼尔特确认的交付日期延迟，客户仅有权在合同中列明关于违约金的具体期限的情况下获得延迟违约金。除非客户在应交付之日起三十（30）日内书面主张该等违约金，否则客户无权获得任何违约金。在法律允许的最大限度情况下，违约金的最高金额在任何情况下均不得超过延迟交付产品购买价格的百分之五（5%），且延迟违约金应是客户在发生延迟时可获得的唯一救济。在法律允许的最大限度内，挪曼尔特无需就任何延迟交付承担任何类型的任何其他损害、损失、费用、支出或补偿。

- 7.4 If Normet's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, Normet shall not be deemed in breach of its obligations under the Contract or otherwise liable for any costs, charges, or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

如果客户或其代理、分包商、顾问或雇员的任何作为或不作为阻止或延迟挪曼尔特履行其在合同项下的义务，在该等阻止或延迟所直接或间接导致的范围内，挪曼尔特不得被视为违反其在合同项下的义务或以其

他方式对客户遭受或发生的任何费用、收费或损失承担责任。

8. PURCHASE PRICE, PAYMENT

购买价格、付款

- 8.1 The Customer shall purchase the Products and/or Services from Normet at the price set forth in the Contract (the "Purchase Price"). If no purchase price has been agreed to for any Products and/or Services, the price for such Products and/or Services shall be the price set forth in Normet's published price list or the price generally applied for the same Products and/or Services in the country of delivery.

客户应按照合同中规定的价格（“购买价格”）向挪曼尔特购买产品和/或服务。如果未约定任何产品和/或服务的购买价格，该等产品和/或服务的价格应为挪曼尔特公布的价格表中列明的价格或交货国家对相同产品和/或服务普遍适用的价格。

- 8.2 The Purchase Price is exclusive of any costs of packaging and carriage other than as provided for in the Contract. Unless otherwise stated, the Purchase Price set forth in the Contract is exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by the Customer ("Taxes"). The Customer shall be responsible for all such costs of packaging and carriage, and for Taxes, *provided, that*, the Customer shall not be responsible for any taxes imposed on, or with respect to Normet's income, revenues, gross receipts, personal or real property, or other assets. Any Taxes shall be added to the Purchase Price and payable by the Customer. If Normet is required to pay any Taxes or related penalties due to any action or omission of the Customer (e.g. the Customer not providing correct tax identification number or sufficient evidence of the Products being exported), then the Customer shall on demand indemnify and hold Normet harmless for any such Taxes and penalties.

购买价格不包括合同中规定以外的任何包装和运输费用。除非另有规定，合同中规定的购买价格不包括任何政府部门就客户应付的任何款项征收的所有销

售税、使用税、增值税和消费税及任何其他类似的任何种类的税款、关税和收费（“税款”）。客户应承担所有该等包装和运输费用，并承担税款，但前提是，客户不承担对挪曼尔特的收入、营收、总收入、动产或不动产或其他资产征收的任何税款。任何税款应加入购买价格并由客户支付。如果挪曼尔特由于客户的任何作为或不作为（例如客户未提供正确的税号或产品出口的充分证明）而被要求支付任何税款或相关罚款，则客户应按要求的赔偿挪曼尔特任何该等税款和罚款，并使其免受损害。

8.3 The Customer shall pay the Purchase Price to Normet in euros unless otherwise agreed in the Contract. In case the Purchase Price is agreed in any other currency (“local currency”) than euros, Normet reserves the right to adjust the Purchase Price in case the currency exchange rate between the local currency and euro changes more than two (2) percent. Normet shall give notice of such adjustment to the Customer in writing. The applicable exchange rates shall be determined in accordance with the exchange rates published on the website of the European Central Bank.

除非合同另有约定，客户应以欧元向挪曼尔特支付购买价格。如果购买价格以欧元以外的任何其他货币（“当地货币”）约定，挪曼尔特保留在当地货币与欧元之间的汇率变动超过百分之二（2）时调整购买价格的权利。挪曼尔特应以书面形式向客户通知该等调整。适用汇率应按照欧洲中央银行网站上公布的汇率确定。

8.4 Unless otherwise agreed, the Purchase Price of the Products must be fully paid before the shipment thereof. Unless otherwise agreed, the Services shall be invoiced at the time of delivery of the Services and paid within thirty (30) days of the invoice.

除非另有约定，产品的购买价格必须在装运前全额付清。除非另有约定，应在交付服务时开具服务发票，并在发票开具后三十（30）日内支付服务款项。

8.5 Timely payment of the Purchase Price shall be of the essence. No payment shall be deemed to have been made until Normet has received cleared funds.

及时支付购买价格是至关重要的。在挪曼尔特收到结算资金之前，不得视为已进行任何付款。

8.6 The Customer shall make payments under the Contract in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

客户应全额支付合同项下的款项，不得进行任何抵销、限制或附条件，且不得为了或由于任何反诉而进行任何扣减。

8.7 If Normet and the Customer agree on any trade guarantee to be issued by or on behalf of Normet, such a trade guarantee shall be issued in the form generally used by Normet or its issuing bank and any demand guarantee shall be subject to ICC Uniform Rules for Demand Guarantees (URDG 758).

如果挪曼尔特和客户约定由挪曼尔特出具或代表挪曼尔特出具任何贸易保函，该等贸易保函应以挪曼尔特或其开证行通常使用的格式出具，且任何见索即付保函应遵守《国际商会见索即付保函统一规则》（URDG 758）。

8.8 Any amounts due but unpaid under the Contract shall accrue overdue interest at an interest rate which corresponds to the reference rate set by the European Central Bank plus eight (8) percentage points per annum, calculated daily and compounded monthly. The Customer shall indemnify and hold harmless Normet for any costs and expenses incurred in connection with the Customer's failure to pay any amounts when due, including reasonable attorney's fees, and collection charges and fees.

合同项下任何到期但未付的款项应产生逾期利息，利率相当于欧洲中央银行设定的参考利率加上每年八（8）个百分点，按日计收、按月复利。客户应赔偿挪曼尔特因客户未支付任何到期款项而发生的任何费用和支出（包括合理的律师费及托收收费和费用），并使其免受损害。

8.9 In addition to all other remedies available under the General Conditions or at law (which Normet does not waive by the exercise of any rights hereunder), Normet shall be entitled to suspend the delivery of any Products or performance of any Services, if the Customer fails to pay any amounts when due hereunder and such failure continues for 5 days following a notice thereof.

除一般条件项下或法律可获得的所有其他救济（挪曼尔特未通过行使本协议项下的任何权利而放弃该等救济）之外，如果客户未支付本协议项下的任何到期款项，且在通知客户后仍未支付该等到期款项达五（5）天，挪曼尔特有权中止交付任何产品或提供任何服务。

9. RETENTION OF TITLE

所有权的保留

9.1 The title to the Products sold and delivered by Normet to the Customer shall not pass to the Customer until the Purchase Price and all other amounts due and payable by the Customer under the Contract are paid to Normet in full.

挪曼尔特向客户销售并交付的产品的所有权在购买价格及客户在本合同项下到期应付的所有其他款项全额支付给挪曼尔特后转移至客户。

9.2 Until title to the Products sold and delivered by Normet to the Customer has passed in accordance with Section 9.1 the Customer shall (i) keep those Products separated from any other goods of the Customer so that they remain readily identifiable as Normet's property, and (ii) not remove or obscure any identifying mark or packaging of the Products.

在挪曼尔特向客户销售并交付的产品的所有权根据第 9.1 条转移之前，客户应（i）将该等产品与客户的任何其他货物分开存放，以便该等产品保持容易识别为挪曼尔特的财产，及（ii）不得消除或遮盖产品的任何可识别标记或包装。

9.3 In addition to any other rights Normet has under the Contract or applicable laws, the Customer authorizes Normet to enter any of the premises owned or leased by the Customer at any time to recover the possession of those Products for which the Purchase Price has not been paid by the due date.

除挪曼尔特在合同或适用法律项下享有的任何其他权利之外，客户授权挪曼尔特在任何时候进入客户拥有或租赁的任何场所，以收回到期日尚未支付购买价格的产品占有权。

10. WARRANTY FOR EQUIPMENT AND SPARE PARTS

设备和备件的质保

10.1 Subject to Section 10.2, Section 10.3 and Section 14 (Warranty Limitations) below, Normet warrants that the new or remanufactured Equipment and Spare Parts conform, under proper use, to their specifications at the time of delivery and are free from defects in materials or workmanship. Any Equipment having a battery-electric drive shall additionally be subject to the separate warranty terms and conditions relating to its battery (Normet Smartdrive – Battery Limited Warranty).

受限于下文第 10.2 条、第 10.3 条和第 14 条（质保限制），挪曼尔特保证，新的或再制造的设备 and 备件在适当使用情况下符合其交付时的规格，且不存在材料或工艺方面的缺陷。采用电池电力驱动的任何设备应额外受限于关于其电池的单独质保条款和条件（挪曼尔特 Smartdrive—电池有限质保）

10.2 Normet's warranty for Equipment is limited to defects which appear: (i) in new Equipment within a period of twelve (12) months from delivery to the first user or the first two thousand (2000) operating hours or sixteen (16) months from the date of dispatch from Normet to the first user, whichever is reached first, or (ii) in remanufactured Equipment within a period of six (6) months from delivery to the first user or one thousand (1000) operating hours or sixteen (16) months from the date of dispatch from Normet to the first user, whichever is reached first. For the purposes of the Contract, remanufactured Equipment means previously used Equipment, which Normet sells with the express statement that it is remanufactured Equipment. Any other previously used Equipment for which the warranty has expired are sold "as is" and without any warranty. The warranty period for Spare Parts is three (3) months or five hundred (500) operating hours from the date of fitment or six (6) months from delivery to the Customer, whichever is earlier. In no event does Normet give any warranty to parts or components supplied by any third party.

挪曼尔特对设备的质保仅限于下列缺陷：（i）新设备自交付至第一个用户起的十二（12）个月、最初两千（2000）个运行小时、或自挪曼尔特向第一个用户发货之日起的十六（16）个月期限内（以先发生的为准）

出现的缺陷，或 (ii) 再制造设备自交付至第一个用户之日起的六 (6) 个月、最初一千 (1000) 个运行小时、或自挪曼尔特向第一个用户发货之日起的十六 (16) 个月期限内 (以先发生的为准) 出现的缺陷。为本合同之目的，再制造设备系指挪曼尔特在销售时明确声明其为再次制造的先前使用过的设备。任何其他质保到期的先前使用过的设备均“按现状”出售，且无任何质保。备件的质保期为自安装之日起三 (3) 个月或五百 (500) 个运行小时、或自交付至客户之日起的六 (6) 个月，以较早发生者为准。在任何情况下挪曼尔特均不对任何第三方供应的零件或部件提供任何质保。

10.3 If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty claim form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect and the documented service history of the Equipment. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim, including giving Normet access to inspect the Equipment and its operating data. The warranty claim must include a proof of purchase, for example (i) a copy of the Contract or the purchase order or the purchase order number; (ii) a copy of the invoice or the invoice number; or (iii) a job charge out report. If the defect is likely to cause additional damage or risk to safety, the warranty claim must be submitted immediately, and the Customer must cease using the Equipment or the Spare Part to prevent further damage and risks to safety. If the Customer fails to submit a warranty claim for a defect within the time limit set out in this Section, the warranty claim may be rejected by Normet in which case the Customer will not be entitled to the remedy for such defect. The Customer shall not dismantle any parts or components without separate permission from Normet. Dismantling any parts or components without Normet's permission voids the warranty for such parts or components.

如果客户希望根据质保提出索赔，客户应毫不迟延且在任何情况下不得迟于缺陷出现起的三十 (30) 日，使用挪曼尔特质保索赔表向挪曼尔特提交质保索赔。质保索赔必须包括质保表中所要求的所有信息，并随附缺陷的清晰数码照片和设备使用记录。客户应交付挪曼尔特就质保索赔可能合理要求的所有附加信息，包括允许挪曼尔特检查设备及其运行数据。质保索赔必须包括购买凭证，例如 (i) 合同副本、订单副本或订单编号；(ii) 发票副本或发票编号；或 (iii) 工作费用报告。如果该缺陷可能导致额外的损害或安全风险，质保索赔必须立即提交，客户必须停止使用该设备或备件以防止进一步的损害和安全风险。如果客户未能在本条规定的期限内提交缺陷的质保索赔，该质保索赔可被挪曼尔特拒绝，在此情况下，客户将无权获得该缺陷的补救。未经挪曼尔特单独许可，客户不得拆卸任何零件或部件。未经挪曼尔特许可拆卸任何零件或部件，将使该等零件或部件的质保无效。

10.4 Normet will start its warranty process only after the Customer has made a valid warranty claim in accordance with Normet's standard warranty form and any accompanying instructions. If Normet accepts the warranty claim, Normet agrees to remedy defects falling under Normet's warranty by performing the necessary warranty repairs, parts delivery and/or parts replacement, as applicable. The warranty repairs, parts delivery and/or parts replacement will be performed using new, reconditioned, or remanufactured parts at the sole discretion of Normet. The warranty repairs, parts delivery and/or parts replacement shall be made by Normet at no cost to the Customer, subject to the disclaimers, limitations and exclusions set forth in the General Conditions. The Customer must allow Normet a reasonable time for the completion of the repairs, parts delivery and/or replacement under the warranty. All parts and components which are replaced are the property of Normet. Unless otherwise instructed by Normet, the Customer shall retain the parts and components for a period of not less than ninety (90) days from the warranty claim and place the replaced parts and components at Normet's disposal. The performance of necessary warranty repairs and parts delivery and/or replacement by Normet as set forth above is the

exclusive remedy available to the Customer under this warranty and, to the fullest extent permissible by law, under any applicable implied warranties.

仅在客户根据挪曼尔特的标准质保表和任何随附说明提出有效的质保索赔后,挪曼尔特才会启动质保流程。如果挪曼尔特接受质保索赔,挪曼尔特同意通过进行必要的质保修理、零件交付和/或零件更换(如适用),对属于其质保范围内的缺陷进行补救。质保修理、零件交付和/或零件更换将由挪曼尔特自行决定使用新的、翻新的或再制造的零件进行。挪曼尔特应进行质保修理、零件交付和/或零件更换,无需客户承担任何费用,但受限于一般条件中约定的免责、限制和除外情形。客户必须允许挪曼尔特有合理的时间完成质保项下的修理、零件交付和/或更换。所更换的所有零件和部件属于挪曼尔特的财产。除非挪曼尔特另行指示,客户应自质保索赔提出起至少九十(90)日内保管该等零件和部件,并将更换后的零件和部件交挪曼尔特处理。挪曼尔特按上述规定进行的必要的质保修理、零件交付和/或零件更换,是客户在本质保项下以及在法律允许的最大范围内在任何适用的默示保证项下可获得的唯一救济。

10.5 The defective part or, if needed, the whole Equipment shall without delay be returned to Normet or to an authorized dealer or service location appointed by Normet for repair or replacement. The practicalities of such return shall be agreed by the Parties prior to the shipment. Unless otherwise agreed, the delivery of the defective part or Equipment shall be at the Customer's sole risk and cost, and the delivery of the repaired or replaced part or Equipment back to the Customer shall be at Normet's sole risk and cost. If no special knowledge for the replacement of the defected part is required, Normet's warranty obligations have been fulfilled upon the delivery of a duly repaired or replaced part to the Customer. If special knowledge for the repairs or replacement of the defective part is reasonably required, Normet shall do such repairs or replacement at its own cost, subject to the Customer arranging safe and unrestricted access to the Equipment.

有缺陷的零件或(如需要)整个设备应无延迟地退回挪曼尔特或挪曼尔特指定的授权经销商或服务地点

进行修理或更换。是否可以该等退回应在装运前由双方商定。除非另有约定,有缺陷的零件或设备的交付应由客户单独承担风险和费用,经修理或更换后的零件或设备向客户的交付应由挪曼尔特单独承担风险和费用。如果对有缺陷零件的更换无专门知识要求,则在向客户交付经适当修理或更换的零件时,挪曼尔特的质保义务即已履行完毕。如果对有缺陷零件的修理或更换合理地需要特别知识,在客户安排安全且不受限制地接触设备的前提下,挪曼尔特应自费进行该等修理或更换。

10.6 Normet shall not be liable for a breach of the warranties set out in this Section 10, if the Customer makes any further use of the Equipment and the Spare Parts after submitting its claim, if the defect arises because the Customer failed to follow Normet's instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or the Spare Parts, or if the Customer alters or repairs the Equipment or the Spare Parts without the prior written consent of Normet.

如果客户在提交索赔后对设备和备件进行任何进一步使用,如果存在缺陷是由于客户未遵循挪曼尔特关于设备或备件的存储、安装、调试、使用或维护的指示,或者如果客户未经挪曼尔特事先书面同意更换或修理设备或备件,挪曼尔特对违反本第10条所列保证的行为不承担责任。

10.7 Any warranty repairs or delivery of replacement parts to the Customer prior to Normet's approval of the warranty claim, shall be at the Customer's risk. If the warranty claim is not substantiated, Normet shall be entitled to compensation for the work and costs incurred by it as a result of the warranty claim.

在挪曼尔特批准质保索赔之前,向客户交付的任何质保修理或更换零件的风险应由客户承担。如果该质保索赔未被证实,挪曼尔特有权就其因该质保索赔所发生的工作和费用获得补偿。

10.8 Normet's warranty does not cover consumables or parts having a life expectancy shorter than the warranty period including but not limited to seals, filters, hoses, drive belts, tires, nozzles, spray nozzles, pipes for concrete line, fittings, screws, bolts, washers, slide pieces, chucks, diaphragms,

fuses, rubber skirting, fuel, coolant, oils and lubricants.

挪曼尔特的质保不包括预期寿命短于质保期的耗材或零件, 包括但不限于密封件、过滤器、软管、传动带、轮胎、喷嘴、喷雾嘴、混凝土管线用配管、配件、螺钉、螺栓、垫圈、滑块、卡盘、隔膜、熔断器、橡胶踢脚板、燃料、冷却剂、油类和润滑剂。

11. WARRANTY FOR THE CHEMICAL PRODUCTS

化工产品的质保

11.1 Subject to Sections 11.2 to 11.5 and Section 14 (Warranty Limitations) below, Normet warrants that the Chemical Products manufactured by Normet substantially meet the specifications expressly provided or agreed by Normet in writing and are free from defects in materials or workmanship.

受限于下文第 11.2 条至第 11.5 条以及第 14 条 (质保限制), 挪曼尔特保证, 其生产的化工产品实质上符合挪曼尔特明确提供或书面约定的规格, 且不存在材料或工艺上的缺陷。

11.2 The general features and quality of the Chemical Product are described in the documentation applicable to each Chemical Product (e.g. technical data sheet, material safety data sheet or corresponding documentation provided or referred to by Normet). The Customer shall be solely liable for (i) the selection of the suitable Chemical Products for its purposes; (ii) handling, storage, and use of the Chemical Products; and (iii) the compliance with the laws, decrees, regulations, instructions for use and/or other documentation concerning the handling, storage and use of the Chemical Products.

化工产品的一般特性和质量在适用于每一化工产品的文件 (例如技术数据表、材料安全数据表或挪曼尔特提供或援引的相应文件) 中有说明。客户应自行负责 (i) 为其目的选择合适的化工产品; (ii) 化工产品的搬运、存储和使用; 及 (iii) 遵守关于化工产品处理、存储和使用的法律、法令、法规、使用说明和/或其他文件的情况。

11.3 For any Chemical Products not manufactured by Normet, Normet shall assign to the Customer, to the extent possible, the benefit of any condition,

warranty or guarantee, set out in the contract between Normet and its supplier. Upon the Customer's request, Normet shall provide the Customer information of such warranties, if not included in the applicable documentation.

对于非挪曼尔特生产的任何化工产品, 挪曼尔特应在可能的范围内向客户转让挪曼尔特与其供应商订立的合同中规定的任何条件、质保或担保的利益。经客户要求, 挪曼尔特应向客户提供该等质保信息 (如果适用文件中未包括该等信息)。

11.4 Normet's warranty for the Chemical Products manufactured by Normet is limited to defects which appear during the shelf life of the Chemical Products stated in the technical description of the Chemical Products or, if the shelf life is not stated, which appear within three (3) months from delivery by Normet.

挪曼尔特对其生产的化工产品提供的质保限于化工产品技术说明书载明的化工产品的保质期内出现的缺陷, 或者如果未载明保质期, 则限于挪曼尔特交货起三 (3) 个月内出现的缺陷。

11.5 The Customer acknowledges that the use, purpose and applicability of the Chemical Products are dependent on the ambient environment, surface material, application method and condition, maintenance, structural features and other circumstances of the particular use of the Chemical Products. The Customer should conduct proper testing of the Chemical Product in the specific application and environment before actual use or application. No warranty is given or implied by Normet in connection with any recommendations, suggestions or advice relating to any typical applications of the Chemical Products, whether included in the technical data sheet or other documentation or otherwise made by Normet or its representatives.

客户确认, 化工产品的使用、目的和适用性取决于该等化工产品特定使用的周围环境、表面材料、使用方法和条件、维护、结构特征以及其他情况。在实际使用或应用之前, 客户应在特定应用和环境对化工产品进行适当测试。无论是在技术数据表或其他文件中还是由挪曼尔特或其代表以其他方式, 挪曼尔特就有

关化工产品的任何典型应用的任何建议、建议或意见未给予或默示任何保证。

11.6 If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include a proof of purchase of the Chemical Product from Normet.

如果客户希望根据质保提交索赔，客户应毫不迟延且在任何情况下不得迟于缺陷出现后三十（30）日，使用挪曼尔特质保表向挪曼尔特提交质保索赔。质保索赔必须包括质保表中所要求的所有信息，并随附缺陷的清晰数码照片。客户应交付挪曼尔特就质保索赔可能合理要求的所有附加信息。此外，质保索赔必须包括从挪曼尔特购买化工产品的凭证。

11.7 If Normet accepts the warranty claim, Normet shall, at its own discretion, either deliver replacement Chemical Products, or refund the Purchase Price of, any Chemical Product found to be defective, but is not obligated to compensate the Customer for any removal or re-application of the Chemical Products or any costs or expenses incurred by the Customer. The Customer must allow Normet a reasonable time for delivery of the replacement Chemical Products under the warranty.

如果挪曼尔特接受质保索赔，挪曼尔特应自行决定交付替换的化工产品或退还被发现存在缺陷的任何化工产品的购买价，但无义务就任何清除或重新应用化工产品、或客户发生的任何费用或支出向客户作出赔偿。客户必须允许挪曼尔特有合理的时间交付质保项下的更换化工产品。

11.8 Normet shall not be liable for a breach of the warranties set out in this Section 11 if the Customer makes any further use of the Chemical Products after submitting its claim, if the defect arises because the Customer failed to follow Normet's oral

or written instructions as to the storage, use or maintenance of the Chemical Products, or if the Customer alters or repairs such Chemical Products without the prior written consent of Normet.

如果客户在提交索赔后对化工产品进行任何进一步使用，如果存在缺陷是由于客户未能遵循挪曼尔特就化工产品的存储、使用或维护作出的口头或书面指示，或者如果客户未经挪曼尔特事先书面同意改变或修理该等化工产品，挪曼尔特对违反本第 11 条所列质保的行为不承担责任。

12. WARRANTY FOR ROCK REINFORCEMENT PRODUCTS

岩石加固产品的质保

12.1 Subject to Sections 12.2 to 12.4 and Section 14 (Warranty Limitations) below, Normet warrants that the Rock Reinforcement Products meet in all material respects the specifications expressly provided or agreed by Normet in writing and are free from defects in materials or workmanship at the time of delivery.

受限于下文第 12.2 条至第 12.4 条及第 14 条（质保限制），挪曼尔特保证，岩石加固产品在所有重大方面均符合挪曼尔特书面明确规定或约定的规格，且在交付时不存在材料或工艺方面的缺陷。

12.2 The Customer shall be solely liable for the selection of the suitable Rock Reinforcement Products for the Customer's purposes. Without limiting the generality of the above, Normet shall not, under any circumstances, be liable for any failure of the Rock Reinforcement Products in achieving any performance, durability, strength or other effect in any application, rock or ground environment. The Customer expressly acknowledges and accepts that underground construction involves inherent risks and hazards, including risks of collapse and ground movement, and that Normet shall not under any circumstances be liable for any such risks, hazards, collapse, or ground movement even if it is resulting from any defect or other failure in the Rock Reinforcement Products.

客户应自行负责为其目的选择合适的岩石加固产品。在不限制上述规定的一般性的情况下，挪曼尔特在任何情况下均不对岩石加固产品在任何应用、岩石或地

面环境中无法实现任何性能、耐用性、强度或其他效果的任何故障承担责任。客户明确确认并接受，地下施工涉及固有风险和危害，包括坍塌和地面移动的风险，挪曼尔特在任何情况下均不对任何该等风险、危害、坍塌或地面移动承担责任，即使该等风险、危害、坍塌或地面移动是由岩石加固产品的任何缺陷或其他故障导致。

12.3 Normet's warranty for the Rock Reinforcement Products is limited to defects in material or workmanship, which appear within three (3) months from delivery by Normet.

挪曼尔特对岩石加固产品的质保限于挪曼尔特交货起三（3）个月内出现的材料或工艺方面的缺陷。

12.4 No warranty is given or implied by Normet in connection with any recommendations, suggestions or advice relating to any specific or typical applications of the Rock Reinforcement Products included in any technical data sheet or other documentation or otherwise made by Normet or its representatives. The Customer shall be solely liable for (i) the selection of the suitable Rock Reinforcement Products for its purposes; and (ii) handling, storage, and use of the Rock Reinforcement Products.

挪曼尔特对任何技术数据表或其他文件中包含的、或挪曼尔特或其代表另行作出的关于岩石加固产品的任何具体或典型应用的任何建议、建议或意见未给予或默示任何保证。客户应自行负责（i）为其目的选择合适的岩石加固产品；及（ii）岩石加固产品的处理、存储和使用。

12.5 If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include proof of purchase of the Rock Reinforcement Products from Normet.

如果客户希望根据质保提交索赔，客户应立即且在任何情况下不得迟于缺陷出现起的三十（30）日，使用挪曼尔特质保表向挪曼尔特提交质保索赔。质保索赔必须包括质保表中要求的所有信息，并随附缺陷的清晰数码照片。客户应交付挪曼尔特就质保索赔可能合理要求的所有附加信息。此外，质保索赔必须包括从挪曼尔特购买岩石加固产品的凭证。

12.6 If Normet accepts the warranty claim, Normet shall, at its own discretion, either deliver replacement Rock Reinforcement Products, or refund the purchase price of, any Rock Reinforcement Product found to be defective, but is not obligated to compensate the Customer for any removal or reinstallation of the Rock Reinforcement Products or any costs incurred by the Customer. The Customer must allow Normet a reasonable time for delivery of the replacement Rock Reinforcement Products under the warranty.

如果挪曼尔特接受质保索赔，挪曼尔特应自行决定交付更换的岩石加固产品或退还发现存在缺陷的任何岩石加固产品的购买价，但无义务就移除或重新安装岩石加固产品、或客户发生的任何费用向客户作出赔偿。客户必须允许挪曼尔特有合理的时间交付质保项下的更换岩石加固产品。

12.7 Normet shall not be liable for a breach of the warranties set out in this Section 12 if the Customer makes any further use of the Rock Reinforcement Products after submitting its claim, if the defect arises because the Customer failed to follow Normet's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Rock Reinforcement Products, or if the Customer alters or repairs such Rock Reinforcement Products without the prior written consent of Normet.

如果客户在提交索赔后对岩石加固产品进行任何进一步使用，如果存在缺陷是由于客户未能遵循挪曼尔特关于存储、安装、调试、使用或维护岩石加固产品的口头或书面指示，或者如果客户未经挪曼尔特事先书面同意更换或修理该岩石加固产品，挪曼尔特对违反本第 12 条所列质保的行为不承担责任。

13. WARRANTY FOR SERVICES

服务的质保

13.1 Subject to Section 13.2, Section 13.3 and Section 14 (Warranty Limitations) below, Normet warrants that the Services will be performed in all material aspects in accordance with the scope of work agreed by Normet or, if no specific scope of work has been agreed, in accordance with such a scope as Normet generally applies for such Services to its customers; the Services will be performed by its personnel of required skill, experience and qualifications to provide such Services; and the Services will be performed by such personnel in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

受限于下文第 13.2 条、第 13.3 条和第 14 条（质保限制），挪曼尔特保证，将按照挪曼尔特约定的工作范围在所有重大方面履行服务，如果没有约定具体的工作范围，则按照挪曼尔特向其客户提供该等服务时通常适用的范围；服务将由具备提供该等服务所需技能、经验和资格的人员履行；且该等人员将按照类似服务的公认行业标准以专业和熟练的方式履行。

13.2 Normet's warranty for the Services is limited to omissions or defects in material or workmanship, which appear within six (6) months from the performance or delivery of the Services by Normet.

挪曼尔特对服务的质保仅限于挪曼尔特履行或交付服务后六（6）个月内出现的材料或工艺上的疏漏或缺陷。

13.3 If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of any visible defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include a proof of purchase of the Services from Normet.

如果客户希望根据质保提交索赔，客户应立即且在任何情况下不得迟于缺陷出现后三十（30）日，使用挪

曼尔特质保表向挪曼尔特提交质保索赔。质保索赔必须包括质保表中要求的所有信息，并随附任何可见缺陷的清晰数码照片。客户应交付挪曼尔特就质保索赔可能合理要求的所有附加信息。此外，质保索赔必须包括从挪曼尔特购买服务的凭证。

13.4 If Normet accepts the warranty claim, Normet shall, at its own discretion, either re-perform the Services, or refund the Purchase Price of any Services found to be defective. The Customer must allow Normet a reasonable time to re-perform the Services. The Customer may not procure the re-performance or correction of the results of the Services from any third party or assign any warranty related work to any third-party supplier without Normet's prior written consent.

如果挪曼尔特接受质保索赔，挪曼尔特应自行决定重新履行服务或退还被发现存在缺陷的任何服务的购买价。客户必须允许挪曼尔特有合理的时间重新履行服务。未经挪曼尔特事先书面同意，客户不得要求任何第三方重新履行或改正服务的成果，或向任何第三方供应商转让任何质保相关工作。

14. WARRANTY LIMITATIONS

质保限制

14.1 To the maximum extent permitted by law Normet's liability under the applicable warranty does not cover defects, damages, losses or claims attributable to: (i) incorrect maintenance or operation by the Customer, (ii) alterations carried out without Normet's written consent, (iii) incorrect repairs by the Customer including the use of improper spare parts or materials; (iv) unsuitable conditions of storage, (v) normal wear and tear or deterioration; (vi) materials provided by the Customer; (vii) design determined or specified by the Customer; (viii) acts or omissions of the Customer or any third party; (ix) external factors, including but not limited to operating conditions, such as deep and/or aggressive water, poor roadways, dust, poor air ventilation, in which materials or components which are designed and manufactured according to industrial standards, fail prematurely; or (x) missing, faulty or incorrect application data or other information provided to Normet by or on behalf of the Customer.

在法律允许的最大范围内，挪曼尔特在适用质保项下承担的责任不包括因下列原因造成的缺陷、损害、损失或权利主张：(i) 客户的不当维护或操作，(ii) 未经挪曼尔特书面同意而进行的改动，(iii) 客户的不当维修（包括使用不当备件或材料）；(iv) 不适当的存储条件，(v) 正常损耗或劣化；(vi) 客户提供的材料；(vii) 客户确定或指定的设计；(viii) 客户或任何第三方的作为或不作为；(ix) 外部因素，包括但不限于导致根据行业标准设计和制造的材料或部件过早失效的操作条件，例如深水和/或腐蚀性水、道路状况不良、灰尘、空气通风不良；或(x) 客户或其代表向挪曼尔特提供的的应用数据或其他信息缺失、错误或不正确。

14.2 THE EXPRESS WARRANTIES GRANTED UNDER SECTION 10. (WARRANTY FOR EQUIPMENT AND SPARE PARTS), SECTION 11. (WARRANTY FOR CHEMICAL PRODUCTS), SECTION 12. (WARRANTY FOR ROCK REINFORCEMENT PRODUCTS) AND SECTION 13. (WARRANTY FOR SERVICES) ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS AND THE SOLE AND EXCLUSIVE REMEDY GIVEN BY NORMET TO THE CUSTOMER IN RESPECT OF DEFECTS IN THE EQUIPMENT, SPARE PARTS, CHEMICAL PRODUCTS, ROCK REINFORCEMENT PRODUCTS OR SERVICES RESPECTIVELY. ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY (THE "STATUTORY WARRANTIES") ARE HEREBY WAIVED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. To the extent that such Statutory Warranties cannot be excluded and disclaimed under applicable law, such warranties are, to the fullest extent permissible by law, limited in duration to the applicable warranty period stated above for such Products or Services. Where Normet is liable under any Statutory Warranties, Normet's

liability for any breach of such Statutory Warranties shall be limited, at Normet's option, to:

以下各条授予的明示保证，第 10 条（设备和备件的质保）、第 11 条（化工产品的质保）、第 12 条（岩石加固产品的质保）及第 13 条（服务质保）取代挪曼尔特就设备、备件、化工产品、岩石加固产品或服务的缺陷分别向客户作出的所有其他保证或条件及唯一排他救济。法律、交易过程、履行过程、贸易惯例或其他方面的任何明示或默示的任何其他保证，包括任何适销性保证、适用于某一特定目的的保证、所有权保证或不侵犯第三方知识产权权利的保证（“法定保证”）在法律允许的最大范围内特此予以放弃和排除。如果该等法定保证在适用法律项下不得被排除和否认，则在法律允许的最大范围内，该等保证的期限应限于上述产品或服务的相关质保期。在挪曼尔特在任何法定保证项下承担责任的情况下，挪曼尔特就违反该等法定保证的任何行为承担的责任应按其选择限于：

(i) if the breach relates to Products, the replacement of the Products or the supply of equivalent Products, the repair of such Products, the cost of replacing the Products or of acquiring equivalent Products or the cost of having the Products repaired; and (ii) if the breach relates to Services, the supplying of the Services again or the cost of having the Services supplied again.

(i) 如果违约涉及产品、产品的更换或同等产品的供应，则限于该等产品的更换或同等产品的提供、该等产品的维修、该等产品的更换或同等产品提供的费用、或该等产品维修的费用；及(ii) 如果违约涉及服务，则限于服务的再次提供或再次提供服务的费用。

14.3 Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products. Third-Party Products are not covered by the warranties under Section 10, Section 11, and Section 12. To the extent feasible, Normet assigns the Customer the warranty granted by the supplier of the Third-Party Products. For the avoidance of doubt, NORMET MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

第三方生产的产品（“第三方产品”）可以构成、包含、被包含于产品、纳入产品、附加于产品或与产品一起包装。第 10 条、第 11 条和第 12 条项下的质保不适用于第三方产品。在可行的范围内，挪曼尔特将第三方产品供应商提供的质保转让给客户。为免疑义，无论法律、交易过程、履行过程、贸易惯例或其他方面的任何明示或默示，挪曼尔特未就任何第三方产品作出任何陈述或保证，包括任何适销性保证、适用于某一特定目的的保证、所有权保证或不侵犯第三方知识产权权利的保证。

14.4 The Customer acknowledges and agrees that reliance by Normet on the warranty limitations set out in these General Conditions is fair and reasonable in all circumstances.

客户确认并同意，挪曼尔特依赖本一般条件所列质保限制在任何情况下均属公平合理。

15. LIMITATION OF LIABILITY & INDEMNITY

责任限制和赔偿

15.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER HEREBY AGREES THAT NORMET SHALL HAVE NO LIABILITY WHATSOEVER FOR, AND THE CUSTOMER HEREBY RELEASES NORMET FROM ANY CLAIM, ACTION OR DEMAND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF PROPERTY, DOWNTIME, OR PLANT, MINE OR TUNNEL SHUT-DOWNS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OR IN RELATION TO THE PRODUCTS OR THE SERVICES OR FOR ANY BREACH OF WARRANTY OR CONDITION TORT (INCLUDING ANY NEGLIGENCE OR ANY PRODUCT LIABILITY

CLAIM), OR MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE), OR OTHERWISE EVEN IF SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE OR NORMET IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

在法律允许的最大范围内，客户特此同意，挪曼尔特对任何基于下列事项的索赔、诉讼或要求均不承担任何责任，且客户特此免除挪曼尔特任何基于下列事项的的索赔、诉讼或要求：合同、侵权（包括过失）、违反法定义务或以其他方式产生的任何使用损失、生产损失、利润损失、收入损失、财产损失、停工或工厂/矿山/隧道关闭、因产品或服务产生的或与之相关的或因任何违反保证或条件侵权（包括任何过失或任何产品责任索赔）或不实陈述（无论系过失或其他原因）或以其他方式产生的或与之相关的任何间接、附带、后果性或惩罚性损害或损失，即使该等损害或损失在合理范围内可预见或挪曼尔特已被告知该等损害或损失发生的可能性，且即使未能实现其基本目的的任何约定的或其他救济。

15.2 IN NO EVENT SHALL NORMET'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWENTY (20) PERCENT OF THE PURCHASE PRICE (EXCLUDING ANY TAXES, CUSTOMS DUTIES, AND FREIGHT) PAID FOR THE PRODUCTS OR THE SERVICES TO WHICH THE DAMAGE OR LOSS RELATE IN THE TRAILING TWELVE (12) MONTHS FROM THE DATE ON WHICH A CLAIM AROSE.

挪曼尔特因本合同产生的或与之相关的，无论是因违约、侵权（包括过失）或其他原因产生的或与之相关的全部责任不得超过在索赔产生之日起的十二（12）个月内为与损害或损失相关的产品或服务支付的购买价（不包括任何税款、关税和运费）的百分之二十（20%）。

15.3 Nothing in these General Conditions restricts or excludes the Parties' liability for death or personal

injury caused by gross negligence or willful misconduct or any other liability to the extent it cannot be excluded or limited by applicable law.

本一般条件中的任何规定均不限制或排除双方对重大过失或故意不当行为造成的死亡或人身伤害的责任，或任何其他不能被适用法律排除或限制的责任。

15.4 If a third-party claim is presented to either of the Parties, such Party shall without delay inform the other Party thereof in writing.

如果任何一方被提出一项第三方索赔，该方应立即书面通知另一方。

15.5 **Indemnification.** The Customer shall indemnify, defend, and hold harmless Normet and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Contract and the cost of pursuing any insurance providers, incurred by Normet or the applicable Indemnified Party (collectively, "Losses"), relating to any claim of a third party arising out of or occurring in connection with the Products or Services purchased by the Customer hereunder or from the Customer's negligence, willful misconduct, or breach of this Contract. The Customer shall not enter into any settlement without Normet's or the applicable Indemnified Party's prior written consent.

赔偿。 客户应就以下事项赔偿挪曼尔特及其管理人员、董事、员工、代理、关联方、继承人和获准受让人（合称“受偿方”），为其进行抗辩并使其免受损害：挪曼尔特或相关受偿方因客户在本合同项下购买的产品或服务、客户的过失、故意不当行为或违反本合同引起或发生的与之相关的任何第三方索赔，与之相关的任何和所有损失、损害、责任、亏损、索赔、诉讼、判决、和解、利息、裁决、处罚、罚金、费用或任何种类的支出，包括合理的律师费、费用和执行本合同项下获得赔偿的任何权利的费用以及追索任何保险提供商的费用（合称“损失”）。未经挪曼尔特或相关受偿方事先书面同意，客户不得达成任何和解。

16. ACCESS TO DATA – CUSTOMER'S OBLIGATIONS

访问数据-客户义务

16.1 Products may include sensors, scanners and/or other data collecting devices, which generate, collect, transmit, save, and/or analyze data relating to the Products, their operation, condition, usage, location, or their operating environment (the "Equipment Data").

产品可包括产生、收集、传输、保存和/或分析与产品、其操作、状况、使用、位置或其操作环境有关的数据（“设备数据”）的传感器、扫描仪和/或其他数据收集装置。

16.2 The Customer agrees that Normet, its affiliated company, and/or its service provider may access, store, use and copy the Equipment Data. The Product may be connected to Normet's or its service provider's data analytics or information technology systems through which the Equipment Data may be automatically submitted to or remotely accessed by Normet, its affiliated companies and/or its service providers. In addition, Normet, its affiliated company, and/or its service provider may manually download the Equipment Data in connection with any warranty, maintenance or other services provided to the Customer.

客户同意，挪曼尔特、其关联公司和/或其服务提供商可访问、存储、使用和复制设备数据。产品可连接至挪曼尔特或其服务提供商的数据分析或信息技术系统，通过该等系统，设备数据可自动提交或提供远程访问权限给挪曼尔特、其关联公司和/或其服务提供商。此外，挪曼尔特、其关联公司和/或其服务提供商可手动下载与向客户提供的任何质保、维护或其他服务有关的设备数据。

16.3 Normet and its affiliated companies shall apply, and Normet shall require that its service providers, who have access to the Equipment Data, apply substantially the same security and confidentiality measures to the Equipment Data as it applies to its own commercially sensitive data.

挪曼尔特及其关联公司应适用，且挪曼尔特应要求其有权访问设备数据的服务提供商对设备数据适用与其自身商业敏感数据实质上相同的安全和保密措施。

16.4 The Customer shall retain all rights, title and interest in the Equipment Data for use in its own internal business purposes. The Customer's access to any Equipment Data, which is collected, saved or processed by Normet, its affiliated companies and/or service providers or to any analysis or services relating thereto, shall be subject to a separate agreement by and between the Customer and Normet. The Customer shall give notice to Normet, in the event it sells, transfers or otherwise disposes of the Product to a third party.

客户应保留用于其自身内部业务目的的设备数据的所有权利、权属和权益。客户对挪曼尔特、其关联公司和服务提供商收集、保存或处理的任何设备数据，或与之相关的任何分析或服务的访问权限应受限于客户和挪曼尔特另行签订的协议。如果客户向第三方出售、转让或以其他方式处置产品，客户应通知挪曼尔特。

16.5 The Customer grants to Normet, its affiliated companies and/or service providers (including any of its transferees and successors) a non-exclusive, worldwide, royalty-free and sub-licensable right and license to access, store, use and copy the Equipment Data, combine it with other data and use the Equipment Data and any analysis thereof for or in connection with the following purposes: (i) providing warranty, maintenance or other services to the Customer, (ii) monitoring the Product, its usage and performance, (iii) investigating and repairing a technical or similar failure in the Product and (v) in research, development or managing products or services in general, including offering development.

客户授予挪曼尔特、其关联公司和服务提供商（包括其任何受让方和继承人）一项非独占的、世界范围的、免版权且可再许可的权利和许可，以访问、存储、使用和复制设备数据，将设备数据与其他数据相结合以及为以下目的或就以下目的使用设备数据及其任何分析：(i) 向客户提供质保、维护或其他服务；(ii) 监控产品及其使用和性能；(iii) 调查并修复产品的技术故障或类似故障；及 (v) 研究、开发或一般管理产品或服务，包括提供开发服务。

16.6 The Customer agrees that Normet, its affiliated companies and/or service providers (including any

of its transferees and successors) may use the Equipment Data to create, generate, derive, process and/or otherwise produce aggregated and/or anonymous data and that Normet, its affiliated company or services provider retains all title, rights, and interest in such aggregated and/or anonymous data.

客户同意，挪曼尔特、其关联公司和服务提供商（包括其任何受让方和继承人）可以使用设备数据来创建、生成、派生、处理和/或以其他方式产生聚合数据和/或匿名数据，且挪曼尔特、其关联公司或服务提供商保留对该等聚合数据和/或匿名数据的所有所有权、权利和权益。

17. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY RIGHTS

保密信息；知识产权权利

17.1 All non-public, confidential or proprietary information of Normet, including but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Normet to the Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" in connection with the Contract is confidential and disclosed solely for the use of performing the Contract and may not be disclosed or copied unless authorized in advance by Normet in writing.

挪曼尔特向客户披露的挪曼尔特所有与本合同相关的非公开、保密或专有信息（包括但不限于规格、样品、设计、计划、图纸、文件、数据、业务经营、客户名单、定价、折扣或回扣），无论是口头披露还是以书面、电子或其他形式或媒介披露或获得，无论是否被标记、指定或以其他方式明确为“保密信息”，均为保密信息，仅为履行合同之目的披露，未经挪曼尔特事先书面授权，不得披露或复制。

Upon Normet's request, the Customer shall promptly return all documents and other materials received from Normet. Normet shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (i) in the public domain; (ii) known to the Customer at the time of

disclosure; or (iii) rightfully obtained by the Customer on a non-confidential basis from a third party.

一经挪曼尔特要求，客户应立即归还其从挪曼尔特收到的所有文件和其他资料。挪曼尔特应有权就违反本条的任何行为获得禁令救济。本条不适用于以下信息：

(i) 已为公众所知悉的信息；(ii) 客户在披露时已知悉的信息；或 (iii) 客户从第三方在非保密的基础上合法获取的信息。

17.2 Nothing in the Contract shall be construed as transferring or assigning any right, title, interest to any inventions, discoveries, improvements, trade secrets or Intellectual Property Rights of Normet, whether pre-existing or created in the performance of the Contract.

合同中的任何规定均不应被解释为转让或出让无论是先前存在的还是在履行合同过程中创造的挪曼尔特的任何发明、发现、改进、商业秘密或知识产权的任何权利、所有权或权益。

17.3 Upon Normet's acceptance of the Customer's order and subject to the full payment of the Purchase Price, Normet grants to the Customer a non-exclusive, non-transferable, non-assignable, non-sub-licensable limited license to use such Intellectual Property Rights which are included in or covering the Products and/or the results of the Services and only to the extent necessary for installing, using, operating and maintaining the Products, or using the results of the Services. The usage of certain software included in the Products may be subject to the Customer agreeing to separate end-user license terms and conditions of Normet or third parties.

在挪曼尔特接受客户订单且购买价格已全额支付的前提下，挪曼尔特授予客户一项非独占的、不可转让的、不可出让的、不可分许可的有限许可，以使用产品和服务成果所包含或涵盖的该等知识产权权利，且仅在安装、使用、操作和维护产品或使用服务成果所必要的范围内。对产品中包含的某些软件的使用可能受限于客户同意挪曼尔特或第三方单独的终端用户许可条款和条件。

17.4 The Customer shall not, and shall not allow its contractors or anyone else, reproduce, copy, modify, adapt, alter, reverse engineer, or create derivative works from the Products or any documentation

relating thereto without Normet's prior written consent.

未经挪曼尔特事先书面同意，客户不得且不得允许其承包商或任何其他人对产品或任何相关文件进行复制、复印、修改、改编、改变、逆向工程或创建派生作品。

18. FORCE MAJEURE

不可抗力

18.1 A Party shall not be liable to the other Party for a delay in or a failure to perform its obligations under the Contract, other than payment obligations, if such delay or failure is due to an event or circumstance that prevents or impedes the Party from performing one or more of its contractual obligations under the Contract, if and to the extent that that the Party proves: (a) that such impediment is beyond its reasonable control; (b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract; and (c) that the effects of the impediment could not have been avoided or overcome by the affected Party by commercially reasonable measures (a "Force Majeure Event").

如果一方延迟履行或未能履行其在合同项下除付款义务外的义务是由于某一事件或情况阻止或阻碍该方履行其在合同项下的一项或多项义务，且该方证明：

(a) 该阻碍超出其合理控制范围；(b) 该阻碍在订立合同时无法合理预见；且 (c) 该阻碍的影响在受影响的一方无法通过商业上合理的措施避免或克服（“不可抗力事件”），则该方无须对另一方承担责任。

18.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under Section 18.1: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of

equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

如无相反证据,影响一方的下列事件应被推定为满足第 18.1 条下的 (a) 和 (b) 项条件: (i) 战争(无论是否宣战)、敌对行动、入侵、外敌行为、大规模军事动员; (ii) 内战、暴乱、叛乱和革命、军事或篡权、暴动、恐怖行为、破坏或海盗行为; (iii) 货币和贸易限制、禁运、制裁; (iv) 当局的合法或非法行为、遵守任何法律或政府命令、征用、查封工程、征用、国有化; (v) 瘟疫、流行病、大流行、自然灾害或极端自然事件; (vi) 爆炸、火灾、设备被毁、运输、电信、信息系统或能源长期瘫痪; (vii) 一般劳工骚乱,如联合抵制、罢工和停工、怠工、占领工厂和房舍。

18.3 The Party affected by a Force Majeure Event shall, without delay, notify the other Party in writing of the Force Majeure Event and its expected duration.

受不可抗力事件影响的一方应立即书面通知另一方不可抗力事件及其预计持续时间。

18.4 A Party validly invoking this Section 18. is relieved from its duty to perform its obligations under the Contract, other than payment obligations, and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the Force Majeure Event invoked is temporary, the above consequences shall apply only as long as the Force Majeure Event impedes the performance by the affected Party. Where the duration of the Force Majeure Event invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Contract, either Party has the right to terminate the Contract by notification within a reasonable period to the other Party. The Parties expressly agree that the Contract may be terminated by either Party if the duration of the Force Majeure Event exceeds 120

days, unless otherwise agreed following the occurrence of the Force Majeure Event.

有效援引本第 18 条的一方可免除其履行其在合同项下义务(付款义务除外)的责任以及从该障碍导致无法履约之时起算的任何损害赔偿或对违约的任何其他合同救济。如未能立即发出通知,该免除自通知到达另一方时起生效。如援引的不可抗力事件的影响是暂时的,则上述后果应仅在不可抗力事件阻碍受影响一方履约期间适用。如援引的不可抗力事件的持续时间实质上剥夺了双方根据合同预期其有权享有的权益,则任何一方均有权在合理期限内通知另一方终止合同。双方明确同意,除非在不可抗力事件发生后另行约定,如果不可抗力事件的持续时间超过 120 天,则任何一方均可终止合同。

18.5 If a Force Majeure Event prevents the Customer from fulfilling its obligations, such as receipt of the Products or Services, it shall compensate Normet for any costs and expenses incurred by Normet for securing, storing and/or protecting the Products.

如果不可抗力事件阻止客户履行其义务,例如接收产品或服务,客户应赔偿挪曼尔特为保障、存储和/或保护产品而发生的任何费用和支出。

19. VARIATION, TERMINATION

变更、终止

19.1 The Customer shall not have the right to cancel, make any variation or change to the ordered Products or Services, including any Technical Information or terms of delivery after the Contract Date, unless accepted by Normet in writing. Any such accepted variation or change shall result in a change order under which Normet has the right to change the Purchase Price, delivery time or other applicable terms.

除非挪曼尔特以书面形式接受,否则客户无权在合同日期后就已订购的产品或服务(包括任何技术信息或交付条款)取消、做出任何变更或修改。任何该等被接受的变更或修改应产生一份根据其挪曼尔特有权变更购买价格、交付时间或其他适用条款的变更指令。

19.2 The Customer shall not be entitled to return, exchange or get refund for any Products, unless otherwise agreed in writing.

除非另行书面约定，客户无权就任何产品进行退货、换货或退款。

19.3 Either Party may terminate the Contract with immediate effect by a written notice to the other Party if the other Party commits a material breach of the Contract and fails to remedy the breach within thirty (30) days of written notice to do so. The termination right shall be without prejudice to any other rights the non-breaching Party may have under the Contract. Without limiting the generality of the foregoing, a failure to pay the Purchase Price or any part thereof when due shall always be considered a material breach of contract.

如果一方造成合同的重大违约，且在另一方发出书面通知的三十（30）天内未对违约予以补救，则另一方可经书面通知终止合同，即时生效。该终止权不应影响守约方在合同项下可能享有的任何其他权利。在不限制上述规定的一般性的情况下，未能支付到期购买价格或其任何部分应始终被视为合同的重大违约。

19.4 Normet may terminate the Contract with immediate effect and without any liability, if the Customer is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent or is otherwise unable to meet its day-to-day liabilities.

如果客户被宣告破产、申请破产、清算或被清算、与其债权人订立破产安排或资不抵债、或因其他原因无法承担日常债务，挪曼尔特可终止合同，即时生效且不承担任何责任。

19.5 Termination of the Contract or any part thereof by the Customer for any another reason than those set out in Section 19.3 shall be subject to Normet's prior written consent, which Normet may grant or withhold in its sole discretion. If Normet accepts such termination, the Customer shall pay to Normet as a termination fee the sum of: (i) prices for the Services or work actually performed prior to the termination of the Contract; and (ii) reasonable compensation for the costs, expenses and materials incurred by Normet as a result of the termination of the Contract. In any event, the minimum amount of the termination fee shall be thirty percent (30%) of the Purchase Price set out in the Contract (minimum termination

fee). The Customer shall pay the termination fee and costs to Normet within thirty (30) days from the receipt of Normet's invoice. Normet may set off the termination fee and costs against any advance payment made by the Customer. Notwithstanding the payment of the termination fee, the Customer shall not be entitled to any terminated Products, Services or materials relating thereto.

客户因第 19.3 条所列原因以外的任何其他原因终止合同或其任何部分的，须经挪曼尔特可自行决定同意或否的事先书面同意。如果挪曼尔特接受该等终止，客户应向挪曼尔特支付下列金额之和作为终止费：(i) 合同终止前实际履行的服务或工作的价格；及 (ii) 挪曼尔特因合同终止产生的成本、费用和材料的合理补偿。在任何情况下，终止费最低金额应为合同中载明的购买价格的百分之三十（30%）（最低终止费）。客户应在收到挪曼尔特发票起三十（30）天内向挪曼尔特支付终止费和费用。挪曼尔特可从客户支付的任何预付款中抵销该等终止费和费用。尽管支付了终止费，客户无权获得任何被终止的产品、服务或与之相关的材料。

20. COMPLIANCE WITH LAWS; TRADE AND SANCTIONS COMPLIANCE

法律的遵守；贸易和制裁的遵守

20.1 For the purposes of this Section 20:

为本第 20 条之目的：

“Export Control Laws” means the economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority.

“出口管制法”系指任何制裁机构实施、修改、施加、管理、制定和/或执行的经济或金融制裁法律和/或法规、贸易禁运、禁止、限制性措施、决定、行政命令或通知。

“Sanction Authority” means the United Nations, the European Union, each member state of the European Union, the United Kingdom, the United States, the Commonwealth of Australia, Switzerland, Canada, and the authority, official institution or

agency acting on behalf of any of them in connection with Export Control Laws.

“制裁机构”系指联合国、欧洲联盟、欧洲联盟的各成员国、英国、美国、澳大利亚联邦、瑞士、加拿大，以及代表上述任何一方与出口管制法相关的部门、官方机构或代理机构。

20.2 The Parties shall comply with all Export Control Laws. If required by the Export Control Laws, the Customer shall obtain export license or other similar approval from the Sanction Authority prior to the delivery of the Products or Services. If the Customer transfers or delivers any Products or the deliverables under the Services to any third party, the Customer shall comply and require that such third parties comply with the requirement set forth in this Section 20.2.

双方应遵守所有出口管制法。如果出口管制法有要求，客户应在交付产品或服务之前从制裁机构获得出口许可证或其他类似批准。如果客户向任何第三方转让或交付任何产品或服务项下的交付物，客户应遵守并要求该等第三方遵守本第 20.2 条规定的要求。

20.3 The Customer shall promptly after Normet's request: (i) provide information and documentation reasonably requested by Normet for the purposes of following reasonable "know your customer" requirements and anti-money laundering rules and regulations; (ii) provide Normet with an end-user certificate signed by a duly authorized representative of the Customer confirming that it is complying with all Export Control Laws, in a form as Normet may reasonably require. Until Normet has received the requested information, documents, certificates or applicable export license, Normet may suspend the performance under the Contract without any liability to the Customer.

客户应在挪曼尔特提出要求后立即：(i) 提供挪曼尔特合理要求的信息和文件，以遵循合理的“了解您的客户”要求和反洗钱规则和法规；(ii) 以挪曼尔特合理要求的格式，向挪曼尔特提供一份经客户正式授权代表签署的、确认其遵守所有出口管制法的终端用户证明。在挪曼尔特收到所要求的信息、文件、证明或适

用的出口许可证之前，挪曼尔特可以暂停履行本合同，且无需向客户承担任何责任。

20.4 Normet shall not be obliged to perform the Contract and may withdraw from or terminate the Contract or any part thereof without any liability to the Customer, if Normet finds out or reasonably suspects that the Customer or any of the Customer's group company, or any director, officer, employee, ultimate beneficial owner or other significant owner of the Customer is a designated person or otherwise subject to any restrictions under any Export Control Laws or an export license applied for by the Customer is not granted within a reasonable time or is revoked by the appropriate authority, or the fulfillment of the Contract is prevented or restricted by any impediments arising out of any Export Control Laws.

如果挪曼尔特发现或合理怀疑客户或客户的任何集团公司、或客户的任何董事、管理人员、员工、最终受益所有人或其他重要所有人是任何出口管制法项下的指定人员或以其他方式受任何限制、或客户申请的出口许可证未在合理时间内获得批准或被有关机构撤销、或合同的履行因任何出口管制法产生的障碍而受到阻止或限制，挪曼尔特无义务履行本合同，且可以退出或终止本合同或其任何部分，且无需向客户承担任何责任。

21. GOVERNING LAW AND DISPUTE RESOLUTION 适用法律和争议解决

21.1 The Contract, including for the avoidance of doubt these General Conditions, shall be governed exclusively by the laws of the People's Republic of China without regard to its choice of law provisions.

为免歧义，本合同，包括本一般条件，应排他地受中华人民共和国法律管辖，无需考虑其对法律条款的选择。

21.2 The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Contract.

《联合国国际货物销售合同公约》不适用于本合同。

21.3 All disputes arising out of or in connection with the Contract shall be finally settled by Shanghai International Arbitration Center under the arbitration

rules then in effect by one arbitrator appointed in accordance with the said rules. The seat of arbitration shall be Shanghai, the People's Republic of China, and the language of the arbitration shall be English. Notwithstanding the above, Normet may, at its discretion, institute proceedings before the courts of the domicile of the Customer or any other court having general or special jurisdiction or before any other judicial body of competent jurisdiction, in matters regarding the collection of due payments from the Customer and may also seek injunctive relief to secure its rights.

因本合同引起的或与本合同有关的所有争议应按照上海国际仲裁中心届时有效的仲裁规则，由根据该规则指定的一（1）名仲裁员最终予以解决。仲裁地点应为中华人民共和国上海市，仲裁语言应为英语。尽管有上述规定，挪曼尔特可自行决定就收取客户到期款项的事宜，向客户住所地法院或具有一般或特别管辖权的任何其他法院或任何其他具有管辖权的司法机关提起诉讼程序，并可寻求禁令救济以确保其权利。

21.4 The Customer shall present and initiate proceedings with respect to any warranty claims within three (3) months after the expiry of the applicable warranty period. The Customer shall present all other claims and initiate arbitration proceedings arising out of or in connection with the Contract within one (1) year from the date of delivery of the Products or Services under the Contract. If the Customer fails to present claims and initiate proceedings within the above time periods, the claims and proceedings shall become time barred.

客户应在适用的质保期届满后三（3）个月内就任何质保索赔提出并开始程序。客户应在本合同项下产品或服务交付之日起一（1）年内提出由本合同引起的或与本合同有关的所有其他索赔并开始仲裁程序。如果客户未能在上述期限内提出索赔并开始程序，则该等索赔和程序将失去时效。

22. MISCELLANEOUS

其他

22.1 The Contract or any rights or obligations based thereon may not be assigned by the Customer without a prior written consent of Normet. Normet may assign the Contract in connection with a merger,

a total or partial transfer of its business, or to another company in the Normet group of companies without a prior written consent of the Customer.

未经挪曼尔特事先书面同意，客户不得转让本合同或基于本合同的任何权利或义务。无需客户事先书面同意，挪曼尔特可在合并、全部或部分业务转让或挪曼尔特公司集团内的另一家公司的情况下转让本合同。

22.2 Any amendment or modification to the Contract shall not valid unless made in writing and signed by both Parties.

除非以书面形式作出并经双方签字，否则对本合同的任何修订或修改均无效。

22.3 The relationship between the Parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

双方之间的关系是独立承包商的关系。本合同中的任何内容均不得解释为在双方之间建立任何代理、合伙、合营或其他形式的合营、雇佣或信托关系，任何一方均无权以任何方式为另一方订立合同或约束另一方。

22.4 If any provision of these General Conditions is held to be invalid or unenforceable, it must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed. Such invalidity or unenforceability shall not affect any other provision of these General Conditions.

如果本一般条款的任何规定被认为无效或不能执行，则必须在有效的必要范围内进行理解。如果不能理解到该范围，则必须将其分割出去。该等无效或不能执行不应影响本一般条款的任何其他规定。

22.5 The Customer acknowledges, to the fullest extent permissible by law, that in entering the Contract the Customer has not relied on any statement, representation, assurance or warranty other than as expressly set out in the Contract.

在法律允许的最大范围内，客户确认在签订本合同时，除合同中明确规定外，客户并未依赖任何声明、陈述、保证或担保。

22.6 Notices required under the Contract shall be made to the other Party at the addresses set out in the Contract or otherwise confirmed by the Party. The notices shall be made in writing in the English language and delivered personally (with an initialed dated receipt), by registered mail, or by e-mail if the receipt of the email is duly confirmed by the recipient.

本合同要求的通知应按照合同中规定的地址或由另一方确认的其他地址向另一方作出。通知应以英文书就，以专人（附上小写日期的收据）、挂号信或电子邮件（如果收件方正式确认收到电子邮件，则通过电子邮件送达）的形式送达。

22.7 A failure by either Party to exercise a right under the Contract shall not constitute a waiver of such right. A waiver by either Party of any breach of the Contract shall not be construed to be a waiver by such Party of any succeeding breach of the same provision or any other provision.

任何一方未行使本合同项下的一项权利不应构成对该权利的放弃。任何一方对任何违反本合同的弃权不应被理解为该方对任何后续违反同一条款或任何其他条款的行为的弃权。