

**BBI STANDARD TERMS AND CONDITIONS OF SALE**  
**必艾生物标准销售条款**

1. Interpretation  
定义

In these conditions of sale:  
在本销售条款中:

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with another entity, where control means direct or indirect ownership of at least 50% of the voting stock of any body corporate, or any comparable equity or ownership interest or the legal power to direct or cause the direction of the general management of any organisation.

"关联公司"指直接或间接控制一方、或受一方控制、或与一方共同受另一实体控制的实体,其中"控制"指直接或间接拥有任何法人至少50%的有表决权的股票、或任何类似股权或所有者权益、或决定或影响任何组织的综合管理的法律权力。

"BBI" means BBI Biotech (Shanghai) Co., Ltd. or where otherwise identified in an Order or similar, an Affiliate;

"必艾生物"指必艾生物技术(上海)有限公司或在订单或类似文件中另行确定的关联公司;

"Conditions" means these terms and conditions;  
"条款"指本销售条款;

"Contract" means a contract between BBI and the Customer for the sale and purchase of the Goods in accordance with the Conditions;  
"合同"指必艾生物与客户就根据本条款销售和购买货物而订立的合同;

"Customer" means the party placing the Order;  
"客户"指下订单的一方;

"Goods" means the goods which are the subject of the Order;  
"货物"指作为订单标的的货物;

"Force Majeure Event" means an event, circumstance or cause beyond BBI's reasonable control, as described further in Clause 22.1;  
"不可抗力事件"指超出必艾生物合理控制的事件、情况或因素,具体请见第22.1条的描述。

"Intellectual Property" means all patents, design rights (whether registered or unregistered), trade marks, service marks, utility marks, domain names, trade and business names, publicly available and registered applications for any of the foregoing, copyrights, inventions, confidential information, trade secrets, know-how and registered database rights including all applications for the same, all extensions and renewals to any of them and publicly available and registered applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;  
"知识产权"指世界上任何地方存在的所有专利、设计权(无论是否注册)、商标、服务商标、实用商标、域名、商号和商业名称、

上述任何一项的可公开获得的注册申请、著作权、发明、保密信息、商业秘密、专有技术和已注册的数据库权利,包括上述任何一项的所有申请、上述任何一项的所有延展和续展、上述任何一项的可公开获得的注册申请,以及对上述任何一项具有类似性质、有同等或类似效果的任何权利或保护形式;

"Order" means the order from the Customer to purchase the Goods from BBI;  
"订单"指客户向必艾生物发出的购买货物的订单;

"Price" means the price payable in accordance with Clause 5 hereof;  
"价格"指根据本条款第5条支付的价格;

"Site" means the site to which the Goods are delivered to.  
"现场"指货物交付的现场。

"Specification" means either BBI's standard specification for the Goods or a custom specification that is agreed in writing by the Customer and BBI.

"规格"指必艾生物的货物标准规格或由客户和必艾生物书面约定的定制规格。

2. Preliminaries  
前言

2.1 Unless expressly stated to the contrary by BBI in writing, these Conditions shall be deemed to be incorporated into the Contract between BBI and the Customer for the purchase of the Goods and shall be deemed to override any terms or conditions which are inconsistent with them.

除非必艾生物以书面形式明确作出相反的说明,本条款应被视为构成必艾生物与客户之间就购买货物所订立合同的一部分,并应被视为优先于任何与本条款不一致的条款或条件。

2.2 Unless otherwise agreed in writing by BBI, these Conditions, as amended from time to time by BBI, supersede any earlier sets of conditions of sale appearing on BBI's price list, quotation forms, order forms, invoices or on any other document whatsoever.

除非必艾生物另行书面同意,本条款(包括必艾生物不时对其作出的修订)取代出现在必艾生物价目表、报价单、订货单、发票或任何其他文件上的任何先前的销售条款。

2.3 Notwithstanding clause 2.2, if BBI and the Customer have executed a formal written contract which is in full force and effect, the terms and conditions of that contract will apply and govern, to the exclusion of any inconsistent Conditions.

尽管有第2.2条的规定,如果必艾生物和客户已签署一份完全有效的正式书面合同,则该合同的条款将适用并优先适用,并排除本条款内任何不一致的条款。

2.4 BBI shall not be obliged to question the authority of any signature stated to be made by or on behalf of the Customer that is affixed to any credit application, order, acceptance of delivery or other document whatsoever.

必艾生物无义务质疑任何声称由客户或代表客户作出的、在账期申请表、订单、验收单或任何其他文件上签署的任何签名的真实性。

2.5 Without prejudice to Clause 2.2, neither the Customer nor BBI shall be bound by any variation, waiver or addition to these

Conditions in respect of the Contract, except as agreed by both parties in writing.

在不影响第2.2条的情况下,客户和必艾生物均不受与合同相关的本条款的任何变更、放弃或增加的约束,除非双方以书面形式约定。

2.6 If any of the provisions of these Conditions are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Conditions and the remainder of the affected provisions shall continue to be valid.

如果本条款的任何规定被任何法院或其他有管辖权的机关认定为全部或部分无效、或不能强制执行,本条款的其他规定和受影响规定的其余部分应继续有效。

3. Basis of Contract  
合同基础

3.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

订单构成客户根据本条款购买货物的要约。客户有责任确保订单条款和任何适用规格的完整性和准确性。

3.2 The Order shall be deemed to be accepted, and a contract formed, when BBI has issued a written acceptance of the Order. BBI's confirmation of receipt of a request or Order or acknowledgement of an Order is not to be taken as acceptance of that request or Order.

当必艾生物发出接受订单的书面通知时,订单应被视为被接受,并且合同成立。必艾生物回复确认收到请求或订单或确认订单不应被视为接受该请求或订单。

3.3 Any samples, drawings, descriptive matter or advertising produced by BBI and any descriptions or illustrations contained on BBI's website or in any promotional material or literature are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

必艾生物制作的任何样品、图纸、描述性内容或广告以及必艾生物网站上或任何宣传材料或文件中包含的任何描述或插图仅为提供有关货物的近似概念之目的。它们不构成合同的一部分,也不具有任何合同效力。

4. Goods  
货物

4.1 All custom-made Specifications should be agreed in writing with BBI prior to the Customer placing an Order. If no custom Specifications are agreed then the Goods will be supplied to BBI's standard Specification.

对于所有定制规格,客户应在下订单前以书面形式与必艾生物达成一致。如果双方未就定制规格达成一致,应根据必艾生物的标准规格供货。

4.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer,

<p>the Customer shall indemnify BBI against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by BBI in connection with any claim made against BBI for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with BBI's use of the Specification. This Clause 4.2 shall survive termination of the Order.</p>	<p>6.1 BBI shall be entitled to invoice the Customer on or at any time after delivery of the Goods as the case may be, and each invoice shall quote the number of the Order.</p> <p>必艾生物有权在交付货物时或交付后的任何时间根据具体情况向客户开具发票，每张发票上应列明订单的编号。</p>	<p>9. <u>Access</u> <u>进入现场</u></p> <p>The Customer shall be responsible for ensuring that BBI, its employees and contractors have access to the Site to deliver the Goods.</p> <p>客户应负责确保必艾生物、其员工和承包商能够进入现场交付货物。</p>
<p>如果根据客户提供的规格生产货物，则客户应赔偿必艾生物因必艾生物使用客户规格引起的或与之相关的任何实际或声称的侵犯第三方知识产权导致必艾生物被索赔，而使必艾生物遭受或发生的所有责任、费用、支出、损害和损失(包括任何直接损失、间接损失、利润损失、声誉损失以及所有利息、罚款以及法律及其他专业费用和支出)。本第 4.2 条应在订单终止后继续有效。</p>	<p>6.2 Unless otherwise stated in the Order, the Customer shall pay the Price of the Goods within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by BBI.</p> <p>除非订单另有规定，否则客户应在发票开具之日起的 30 日内全额支付货物价款，并将价款转入必艾生物书面指定的银行账户。</p>	<p>10. <u>Delivery</u> <u>运输</u></p> <p>10.1 All Goods are delivered by Ex Works (Crumlin (Incoterms 2020)). BBI shall arrange delivery only if requested to do so by the Customer and the cost of such delivery and insurance of the goods during transportation shall be reimbursed to BBI by the Customer.</p> <p>所有货物应以克拉姆林工厂交货(《国际贸易术语解释通则 2020》)的方式交付。必艾生物应仅在客户要求的情况下安排运输，且该等运输费用和运输期间的货物保险应由客户偿付给必艾生物。</p>
<p>4.3 BBI reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and BBI shall notify the Customer in any such event.</p> <p>如果任何适用的法律或监管要求需要，必艾生物保留修改规格的权利，并且必艾生物应在任何该等情况下通知客户。</p>	<p>7. <u>Overdue Payments</u> <u>逾期付款</u></p> <p>7.1 Time for payment of all sums under the Order shall be of the essence. If payment is not made in full within the time specified in Clause 6.2 whether the same be demanded or not BBI shall be entitled (without prejudice to any other rights it may have):</p> <p>订单项下所有款项的支付时间是至关重要的。如果未在第 6.2 条规定的时间内全额付款，无论是否被要求，必艾生物有权(在不影响其可能享有的任何其他权利的情况下):</p>	<p>10.2 For the avoidance of doubt, the Customer acknowledges and understands that they are solely responsible for payment of any and all taxes, charges, levies, duties, excises, assessments and any other fees in respect of the purchase, sale, importation, exportation or distribution of the Goods, sold to them by BBI under these Conditions.</p> <p>为免疑义，客户确认并理解其自行负责支付与本条款项下必艾生物向其出售的货物的购买、销售、进口、出口或经销有关的任何及所有税款、收费、征税、关税、消费税、评估费及任何其他费用。</p>
<p>5. <u>Price</u> <u>价款</u></p> <p>5.1 The Price payable for the Goods shall be the Price indicated on the Order as accepted by BBI. 客户应支付的货物价款应为必艾生物已接受的订单所载的价格。</p>	<p>7.1.1 to charge interest at the rate of 150% of the latest one-year loan prime rate published by the National Interbank Funding Center authorized by the People's Bank of China on all outstanding payments from the date due and up to and including the date on which final settlement is made in full;</p> <p>对所有未付款项，自到期日起至全额支付之日(含该日)止，按照中国人民银行授权全国银行间同业拆借中心发布的最新的 1 年期贷款市场报价利率的 1.5 倍收取利息；</p>	<p>10.3 BBI shall not be liable for any damage or loss to the Goods during transit unless BBI and the carriers concerned are notified within 3 days of delivery or in the case of non-delivery within 7 days from the date of receipt of an invoice from BBI in respect of the Goods concerned.</p> <p>必艾生物不应就货物在运输期间发生的任何损坏或损失负责，除非客户在交付后 3 日内通知必艾生物和承运人，或在未交付的情况下，客户在收到必艾生物就相关货物开具的发票之日起 7 日内通知必艾生物和相关承运人。</p>
<p>5.2 The Price set out in the Order is based on the cost of labour materials delivery and overhead charges which apply at the date of the Order. BBI may, by giving notice to the Customer at any time before delivery, increase the Price of the Goods to reflect any increase in the cost of the Goods that is due to:</p> <p>订单所载的价格是基于订单日期适用的人力、材料交付成本和管理费用。必艾生物可以在交货前的任何时间通知客户提高货物价格，以反映以下因素导致的货物成本的增加：</p>	<p>7.1.2 to require payment in advance of delivery of undelivered Goods;</p> <p>要求在交付未交付的货物前支付款项；</p> <p>7.1.3 to refuse to make any delivery of any undelivered Goods whether ordered under the Order or not and without incurring any liability whatsoever to the Customer for non-delivery or any delay in delivery; and</p> <p>拒绝交付任何未交付的货物，无论该等货物是否根据订单订购，且不向客户承担任何不交付或延迟交付的责任；以及</p>	<p>10.4 Any dates stated by BBI for the delivery of the Goods are approximate only and do not form part of the Order and the Customer agrees that the time of delivery shall not be of the essence of the Order. The Goods may be delivered in advance of any quoted delivery date upon giving reasonable notice to the Customer.</p> <p>必艾生物的任何货物交付日期仅为预测，并不构成订单的一部分；且客户同意，交付时间不是订单的构成要件。在向客户发出合理通知后，货物可在任何指定的交付日期之前交付。</p>
<p>5.2.1 any factor beyond BBI's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);</p> <p>超出必艾生物控制范围的任何因素(包括外汇汇率波动、税收和关税的增加，以及人力、材料和其他制造成本的增加)；</p>	<p>7.1.4 to terminate the Order.</p> <p>终止订单。</p> <p>7.2 For the avoidance of doubt, the Customer shall not be entitled to set off any claim for payment it may have against BBI, unless such claim has been upheld by a court.</p> <p>为免疑义，客户无权抵销其可能向必艾生物提出的任何价款索赔，除非该等索赔得到法院支持。</p>	<p>10.5 Delivery is completed on the completion of the loading of the Goods onto the transit vehicle.</p> <p>当货物装载到运输工具上后，交货即告完成。</p>
<p>5.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or</p> <p>客户关于更改交付日期、订购货物的数量或类型或规格的任何要求；或</p>	<p>8. <u>Additional Costs</u> <u>额外费用</u></p> <p>Should additional costs be incurred by BBI for any reason outside of BBI's control, such additional costs as well as the costs incurred of keeping any of BBI's employees or contractors on Site after completion of the provision of the Goods shall be added to the Price of the Order and paid for accordingly at the next payment instalment.</p> <p>如果必艾生物因其无法控制的任何原因而产生额外费用，则该等额外费用及在完成供货后必艾生物的任何员工或承包商留在现场所产生的成本应加入订单价格中，且客户应在下一期付款时支付该等额外费用。</p>	<p>10.6 BBI shall not be liable to any extent for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide BBI with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.</p>
<p>5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give BBI adequate or accurate information or instructions.</p> <p>客户的任何指示或客户未能给予必艾生物充分或准确的信息或指示而导致的任何延迟。</p>	<p>5.3 The Price set out in the Order shall be Ex Works and specifically excludes packaging, delivery insurance and VAT unless stated to the contrary.</p> <p>订单规定的价格应为出厂价，明确不包括包装费、运输保险和增值税，除非另有说明。</p>	
<p>5.3 The Price set out in the Order shall be Ex Works and specifically excludes packaging, delivery insurance and VAT unless stated to the contrary.</p> <p>订单规定的价格应为出厂价，明确不包括包装费、运输保险和增值税，除非另有说明。</p>	<p>6. <u>Terms of Payment</u> <u>付款方式</u></p>	

	<p>对于因不可抗力事件或客户未能向必艾生物提供适当的交付指示或与供货有关的任何其他指示而导致的货物交付延迟, 必艾生物不承担任何责任。</p>	<p>在不影响本条款的任何其他条款的前提下, 客户特此同意:</p>
<p>10.7 If the Customer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or BBI's failure to comply with its obligations under the Contract in respect of the Goods, then delivery of the Goods shall be deemed to have been completed at 9.00 am on the following day. 如果客户未能接受交付的货物, 则除非该等未交付或延迟交付是由于不可抗力事件或必艾生物未遵守其在合同项下与货物有关的义务所导致的, 则货物的交付应视为在下一日上午九时已经完成。</p>	<p>11.2.4 the correspondence of the Goods to any description; 货物与任何描述的对对应关系;</p> <p>11.2.5 the quality of the Goods; or 货物的质量; 或</p> <p>11.2.6 the fitness of the Goods for any purpose whatsoever; 货物对任何用途的适销性;</p> <p>and BBI shall have no liability whatsoever in respect of the same. 且必艾生物对此不承担任何责任。</p>	<p>13.2.1 to inform BBI in writing within 14 days of despatch or posting by BBI to the Customer of an invoice or an advice note that the Goods to which they relate have not been delivered; and 在必艾生物向客户发送或邮寄发票后的 14 日内, 以书面形式通知必艾生物有关货物尚未交付; 以及</p> <p>13.2.2 to inform BBI in writing immediately if any Goods despatched by BBI to the Customer appear to have been damaged in transit. 如果必艾生物发送给客户的任何货物在运输过程中出现损坏, 立即书面通知必艾生物。</p>
<p>10.8 If BBI delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them. 如果必艾生物交付的货物数量多于或少于订购货物数量的 10%, 客户不得拒绝接受货物。</p>	<p>12. <u>Onwards sale and marketing of the Goods</u> <u>货物的后续销售及市场营销</u></p> <p>12.1 The Customer shall be responsible for ensuring that at all times during the Contract, it shall not sell or market the Goods to any regions marked as 'very high' risk on the Global Corruption Index and/or to any person(s), regime, organisation or entity appearing on any official sanctions list issued by the Chinese Government or UK Government. 客户应负责确保在合同期内, 不向全球腐败风险指数标记为“极高”的任何地区和/或出现在中国政府或英国政府发布的任何制裁名单上的任何个人、政权、组织或实体销售或营销货物。</p>	<p>14. <u>Title</u> <u>所有权</u></p> <p>Title to the Goods will be transferred to the Customer upon receipt by BBI of all sums owed to BBI by the Customer in respect of the Goods and (if any) in respect of other items and (if any) in respect of amounts owing under Clause 4, Clause 6 and/or Clause 16 hereof (hereinafter referred to as “the Date of Payment”). 一旦必艾生物收到客户就货物及其他项目(如有)和本条款第 4 条、第 6 条和/或第 16 条项下所欠款项(如有)应向必艾生物支付的所有款项(以下简称“付款日”)时, 货物的所有权将转移给客户。</p>
<p>10.9 BBI may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. 必艾生物可以分期交付货物, 且应分别开具发票并单独付款。每一期应构成单独的合同。任何一期交付的延迟或存在任何瑕疵不得使客户有权取消任何其他一期的货物。</p>	<p>12.2 The Customer agrees that it shall indemnify BBI against all liabilities, costs, expenses, damages, fines, penalties and losses (including but not limited to any direct losses, interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by BBI arising out of or in connection with the breach of the Customer's obligations under Clause 12.1 above and that without affecting any other right or remedy available to BBI, BBI may terminate any Orders with immediate effect by giving notice to the Customer if the Customer breaches any of its obligations under Clause 12.1 above. 客户同意, 客户应赔偿必艾生物因客户违反其在上述第 12.1 条项下的义务所引起的或与之相关的遭受或发生的所有责任、费用、支出、损害、罚款、处罚和损失(包括但不限于任何直接损失、利息、处罚和法律费用(在全额赔偿的基础上计算)以及所有其他专业费用和支出), 并且不影响必艾生物享有的其他权利或救济, 如果客户违反其在上述第 12.1 条项下的任何义务, 必艾生物可以通知客户立即终止任何订单。</p>	<p>15. <u>Property</u> <u>财产权</u></p> <p>15.1 Until the Date of Payment of all the said sums: 在所有上述款项的支付日之前:</p> <p>15.1.1 title in the Goods shall remain with BBI; 货物的所有权归必艾生物所有;</p> <p>15.1.2 BBI may retake possession of and permanently retain the Goods; 必艾生物可以收回并永久保留货物;</p> <p>15.1.3 the Customer will, if so required by BBI store the Goods in such a way that indicates the Goods are clearly the property of BBI; and 应必艾生物的要求, 客户应当以明确表明货物属于必艾生物财产的方式存储货物; 以及</p>
<p>11. <u>Quality</u> <u>质量</u></p> <p>11.1 BBI assumes that all Goods ordered from it are suitable for the purpose for which they are required. BBI is not required to enquire further from the Customer as to the use to which the Customer wishes to put the Goods. 必艾生物默认客户向其订购的所有货物均符合其所需用途。必艾生物无需向客户进一步询问客户希望将货物用于何种用途。</p> <p>11.2 The Customer acknowledges that the Goods will be used only in accordance with the specific instructions included with the packaging of the Goods and BBI will not be liable for any fault or defect caused as a result of: 客户确认仅根据货物包装中包含的具体说明使用货物, 且必艾生物不对因以下原因导致的任何故障或缺陷负责:</p>	<p>13. <u>Risk</u> <u>风险</u></p> <p>13.1 Notwithstanding any provision which may suggest the contrary in these Conditions, the Goods are at the risk of the Customer from the moment they are despatched, collected or due to be collected from BBI's premises and from such date until the Date of Payment, as defined in Clause 14, the Customer shall be in a fiduciary relationship with and be the agent of BBI in relation to the Goods. In no circumstances shall the carriers of the Goods be or be deemed to be the employees, agents or representatives of BBI. 尽管本条款中可能有相反规定, 但自货物从必艾生物场地发货、取货或取货到日期起直至第 14 条所定义的付款日止, 货物的风险由客户承担。客户应与必艾生物建立信托关系, 并成为必艾生物的货物代理人。在任何情况下, 货物承运人均不得是或不应被视为是必艾生物的员工、代理人或代表。</p>	<p>15.1.4 if the Goods become constituents of or converted into other products (“the New Goods”) in such a way that the Goods are not rapidly identifiable and removable, the Customer shall store such New Goods separately and shall notify BBI of the precise location and position thereof and the ownership of such New Goods and the property therein shall vest in BBI. 如果货物成为其他产品的组成部分或转换为其他产品(“新货物”), 且货物不能被迅速识别和移除, 则客户应单独存储该等新货物并通知必艾生物其准确位置和状况, 且该等新货物的所有权及其财产权应归必艾生物所有。</p>
<p>11.2.1 the Customer not following BBI's specific instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or 客户未遵循必艾生物关于货物存储、调试、安装、使用和维护的具体说明或关于货物存储、调试、安装、使用和维护的良好贸易惯例(如果必艾生物没有说明); 或</p> <p>11.2.2 fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions. 合理磨损、故意损坏、过失、或异常存储或工作条件。</p> <p>11.2.3 The Customer accepts and acknowledges that they have not relied on any representation, warranty or other provision made by BBI or its agents where such representation, warranty or other provision relates to: 客户接受并确认其不依赖必艾生物或其代理人作出的与以下事项相关的任何陈述、保证或其他条款:</p>	<p>13.2 Without prejudice to any other Clauses in these Conditions, the Customer hereby agrees:</p>	<p>15.2 Upon any sale of any New Goods falling within the scope of the foregoing provision by BBI, then if the proceeds of the sale exceed the Price or the balance of the Price of the Goods due to BBI from the Customer BBI shall apply the Balance of the proceeds of sale as follows:</p>

在必艾生物出售上述规定范围内的任何新货物后，如果出售的收入超过价格或客户应支付给必艾生物的货物价格的余额，则必艾生物应按以下方式使用出售收入的余额：

15.2.1 first, reimbursing BBI the cost and expenses of the taking of possession and the sale of the New Goods and any damage which BBI has suffered as a result of any repudiation of the Contract by the Customer.

首先，偿付必艾生物收取和出售新货物的费用和支出以及必艾生物因客户拒绝履行合同而遭受的任何损害。

15.2.2 secondly, paying any sums due and owing to other creditors of the Customer in respect of other items and materials used in connection with the manufacture of the New Goods where the property in such items and materials has remained vested in such other creditors by reason of effective reservation of title clauses and the claim of such other creditors pursuant to such reservation of title clauses have been notified to BBI by the Customer or its liquidator, administrator or receiver or by such other creditors.

其次，支付就生产新货物所使用的其他物品和材料应付给客户的其他债权人的任何到期款项，由于有效的保留所有权条款，该等物品和材料中的财产权仍归属于该等其他债权人，且该等其他债权人根据该等所有权保留条款提出的权利主张已由客户或其清算人、管理人或接管人或该等其他债权人通知必艾生物。

## 16. Storage 存储

If the Goods are ready for delivery but are held back in accordance with the Customer's instructions or if the Customer fails to accept delivery, BBI may require the Customer to pay its additional delivery charges, to pay a reasonable storage fee to be determined by BBI which shall apply at the expiry of three days from the date the Customer is told that the Goods are ready for despatch or immediately if the Customer fails to accept delivery.

如果货物已准备就绪待交付但根据客户的指示被推迟或客户未能接受交货，则必艾生物可以要求客户支付额外的运输费并支付合理的仓储费。该等仓储费由必艾生物确定，应在客户被告知货物已准备就绪待发之日起三日期满时收取，或在客户未能接受交货时立即收取。

## 17. Return of Goods 退货

17.1 Goods may only be returned to BBI if the prior written consent of BBI has first been obtained. 只有在事先获得必艾生物书面同意的情况下，客户方可将货物退还给必艾生物。

17.2 Goods shall be deemed to be in accordance with the Order unless the Customer notifies BBI in writing within 7 days of the delivery date. 除非客户在交货日期后的七日内以书面形式通知必艾生物，否则货物应被视为符合订单的要求。

## 18. Cancellation 取消

BBI may in its absolute discretion accept the cancellation of an Order in writing providing it is indemnified by the Customer in respect of all costs and expenses incurred and for loss of profits prior to the cancellation being accepted but in no circumstances is BBI obliged to accept any cancellation.

必艾生物可自行决定以书面形式接受订单的取消，前提是客户在接受订单取消之前

赔偿必艾生物所产生的所有费用和支出以及利润损失，但在任何情况下必艾生物均无义务接受任何订单取消。

## 19. Limitation of Liability 责任限制

19.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:

本条款中的任何规定均不限制法律上无法限制的任何责任，包括对下列各项的责任：

19.1.1 death or personal injury caused by negligence; and

因过失造成的死亡或人身伤害；以及

19.1.2 fraud or fraudulent misrepresentation. 欺诈或虚假陈述。

19.2 BBI shall not be liable for any indirect or consequential loss, loss of profits, loss of sale or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or special loss arising out of any breach of condition, warranty or contract on the part of BBI in respect of the Goods.

对于因必艾生物违反与货物有关的任何条件、保证或合同而导致的任何间接或后果性损失、利润损失、销售或业务损失、协议或合同损失、预期存款损失、软件、数据或信息的使用或损坏损失、商誉损失或损害或特殊损失，必艾生物不应承担责任。

19.3 Without prejudice to clause 19.1, BBI's total liability to the Customer in respect of the Goods shall be limited to the fees paid by the Customer to BBI for the Goods under which the liability arose.

在不影响第 19.1 条的前提下，必艾生物就货物向客户承担的全部责任应限于客户就产生责任的货物向必艾生物支付的费用。

## 20. Exclusions 除外情形

20.1 All implied terms and conditions or warranties whether statutory or otherwise as to: 与下列有关的所有默示条款或保证，无论是法定或其他方面的：

20.1.1 the correspondence of the Goods to any description; 货物与任何描述的对对应关系；

20.1.2 the satisfactory quality of goods provided as part of the Goods; and 部分货物的质量令人满意；以及

20.1.3 the fitness of the Goods and for any purpose whatsoever (whether made known to BBI or not); 货物的适销性以及用于任何目的(无论是否向必艾生物说明)；

are hereby excluded from the Order (other than as may be expressly set out in these Conditions).

均在此被排除在订单之外(本条款中明确规定的除外)。

## 21. Intellectual Property Rights 知识产权

21.1 Nothing in these Conditions shall give the Customer any rights in respect of any Intellectual Property used by BBI in relation to the Goods or of the goodwill associated therewith, and the Customer hereby acknowledges that, except as expressly provided in these Conditions it shall not acquire any rights in respect thereof and that

all such rights and goodwill are, and shall remain, vested in BBI.

本条款中的任何规定均未授予客户有关必艾生物使用的与货物相关的任何知识产权或与之相关的商誉的任何权利，客户特此确认，除非本条款中明确规定，客户不应获得关于该等知识产权或商誉的任何权利，且所有该等权利和商誉均应归属于必艾生物。

21.2 The Customer acknowledges and agrees that they will not disassemble, decompile, reverse engineer or otherwise seek to determine the structure or sequence of the Goods without BBI's prior written consent.

客户确认并同意，未经必艾生物事先书面同意，其不得对货物进行反汇编、反编译、逆向工程或以其他方式试图确定货物的结构或顺序。

## 22. Force Majeure 不可抗力

22.1 A Force Majeure Event, includes, without limitation; any war invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, lock outs, break downs of plant or equipment or any cause (whether or not of a like nature) which are outside of BBI's direct control.

不可抗力事件包括但不限于任何战争入侵、外国敌对行为(无论宣战与否)、内战、叛乱、革命、暴动、军事政变、罢工、停工、工厂或设备故障或超出必艾生物直接控制范围的任何原因(无论是否具有类似性质)。

22.2 BBI shall not be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from a Force Majeure Event. In such circumstances, BBI shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than 6 weeks, the BBI shall be released from all its liabilities incurred in respect of the Order whatsoever and to the extent to which fulfilment of such obligation is prevented, frustrated or impeded as a consequence of any Force Majeure Event and the Customer may terminate the Order giving 30 days' notice to BBI.

如因不可抗力事件导致必艾生物延迟履行或未能履行其在本条款项下的任何义务，则必艾生物并未违反本条款，亦不对该等延迟履行或未能履行承担责任。在该等情况下，必艾生物有权合理延长履行该等义务的时间。如果延迟履行或未能履行的期间持续超过六周，必艾生物应免于承担因不可抗力事件而被阻止、阻碍或妨碍履行订单的任何责任，且客户可在提前三十日通知必艾生物的情况下终止订单。

## 23. Confidentiality 保密

23.1 The Customer undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of BBI, except as permitted by Clause 23.2.

客户承诺，其在任何时候均不得向任何人披露有关必艾生物业务、事务、顾客、客户或供应商的任何保密信息，但第 23.2 条允许的除外。

23.2 The Customer may disclose BBI's confidential information:

客户可在以下情况下披露必艾生物的保密信息:

23.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under these Conditions. The Customer shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses BBI's confidential information comply with this Clause 23; or 为行使客户在本条款项下的权利或履行客户在本条款项下的义务之目的而需要知悉该等信息的客户员工、管理人员、代表、承包商、分包商或顾问。客户应确保其与之披露保密信息的客户员工、管理人员、代表、承包商、分包商或顾问遵守本第 23 条的规定; 或

23.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 在法律、具有管辖权的法院或任何政府或监管机构要求的情况下。

23.3 The Customer shall not use BBI's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Conditions. 客户不得将必艾生物的保密信息用于行使其在本条款项下或与本条款有关的权利和义务之外的任何目的。

#### 24. Notices 通知

24.1 Any notice or other communication given by the Customer to BBI under or in connection with the Order shall be in writing and shall be: 客户向必艾生物发出的在订单项下或与订单有关的任何通知或其他通讯应当采用书面形式, 且应:

24.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or 通过专人递送或邮资预付的普通邮件或其他次日工作日快递服务寄送至其注册办公地或主要营业地; 或

24.1.2 sent by email to [APACcontracts@bbisolutions.com](mailto:APACcontracts@bbisolutions.com). 通过电子邮件发送至 [APACcontracts@bbisolutions.com](mailto:APACcontracts@bbisolutions.com)。

24.2 Any notice or communication from the Customer shall be deemed to have been received: 客户发出的任何通知或通讯应在以下时间被视为已送达:

24.2.1 if delivered by hand, at the time the notice is left at the proper address; 如通过专人递送, 在通知到达正确地址之时;

24.2.2 if sent by pre-paid first-class post or next working day delivery service, at 9.00 am on the second working day after posting; or 如通过邮资预付的普通邮件或其他次日工作日快递服务寄送, 在寄出后的第二个工作日的上午九时; 或

24.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 24.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day

These Conditions are drafted in Chinese and English with equal legal effect. In the event of any discrepancy between the Chinese and the English versions, the English version shall prevail.

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本条款以中文和英文起草, 具有同等法律效力, 如果中文和英文文本有任何不一致, 以英文文本为准。

如通过电子邮件发送, 在发送时视为已送达, 或者如果发送时间在接收地的非工作时间, 则在接受地的工作时间恢复之时视为已送达。在本第 24.2.3 条中, 工作时间指接收地的非公共假期的周一至周五的上午九时至下午五时。

24.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

本条款不适用于在任何诉讼、仲裁或其他争议解决方式(如适用)中的任何法律程序或其他文件的送达。

#### 25. Compliance with Law 法律合规

The parties shall comply with all laws and regulations applicable to their respective performance of these Conditions, including but not limited to the Anti-Unfair Competition Law of the People's Republic of China, the U.S. Foreign Corruption Practices Act and the UK Bribery Act 2010. The parties shall also comply with all applicable restrictions respecting the export or re-export of technical information, goods or products which are now or hereafter imposed by applicable governments.

双方应遵守适用于各自履行本条款的所有法律和法规, 包括但不限于中国《反不正当竞争法》、美国《反海外腐败法》和英国 2010 年《反贿赂法》。双方还应遵守有管辖权的政府现在或即将实施的关于技术信息、货物或产品出口或再出口的所有适用的限制。

#### 26. Governing Law and Jurisdiction 管辖法律和管辖权

The Contract formed by these Conditions and its acceptance shall be governed by and construed in accordance with the Law of People's Republic of China (for the purpose of these Conditions, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). Any dispute arising from or in connection with these Conditions shall be settled by the parties via friendly negotiation. If such negotiation fails, the dispute shall be submitted to Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Center and finally settled in arbitration in Shanghai under its arbitration rules then in effect. Such arbitration shall be conducted in English. The parties hereto shall be bound by the arbitration award rendered. During the course of any dispute and arbitration proceedings, the parties shall respectively continue to perform all the other rights and obligations hereunder except for those matters which are the subject of any dispute.

根据本条款以及对本条款的接受而形成的合同应受中国(为本条款之目的, 不包括香港特别行政区、澳门特别行政区和台湾)法律管辖, 并依其进行解释。凡因本条款引起的或与本条款有关的任何争议, 均应由双方通过友好协商解决。如果协商无法解决, 该等争议应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心依据其届时有效的仲裁规则在上海仲裁最终解决。该等仲裁应以英文进行。本条款项下双方均应受仲裁裁决的约束。在任何争议和仲裁程序期间, 除作为任何争议标的的事项外, 双方应继续履行其各自在本条款项下的所有其他权利和义务。

#### 27. Language 语言