

General Conditions of Provision of Services and Sale

关于提供服务与销售的通用条件

These General Conditions of Provision of Services and Sale (hereinafter referred to as these “General Terms and Conditions”), listed below apply and are an integral part of the Contract.

下文所列的此份《关于提供服务与销售的通用条件》（下称本“《通用条款与条件》”）应予适用，构成本合同不可分割的组成部分。

In case of inconsistencies between the provisions of the Contract and these General Terms and Conditions, the provisions of the Contract shall prevail.

如本合同规定与本《通用条款与条件》的规定之间有不一致之处，应以本合同规定为准。

1. Definitions

定义

In these General Terms and Conditions, the following terms are defined as set forth below:

在本《通用条款与条件》中，下列措辞的定义分别如下：

The JV: SSSRI-MARIN Co., Ltd.

合资公司:上海船研迈瑞海事技术有限责任公司

Client: to be specified upon contract awarding

客户：有待授予合同后确定

2. Applicability of the General Terms and Conditions

《通用条款与条件》适用范围

2.1 These General Terms and Conditions are applicable to all offers and agreements (and/or changes or additions thereto) by virtue of which the JV undertakes research and/or development work, or undertakes other work including the delivery of goods. General conditions of purchase, tender, receipt of services or other general terms and conditions of the Client are not applicable, if and to the extent they are not included in the order confirmation in accordance with the scope of work or otherwise expressly

agreed by the JV in writing.

本《通用条款与条件》适用于合资公司据之开展研究作业及/或开发作业或其他作业（包括交付货物）的所有报盘和协议。至于客户关于采购、投标、接收服务的通用条件以及其他方面的通用条件，如果没有纳入作业范围内的订单确认函、或者未以其他方式取得合资公司的明确同意，则不适用。

- 2.2 If any provision of these General Terms and Conditions or the agreement proves to be void for whatever reason, this shall not affect the validity of the other provisions.

如事实证明本《通用条款与条件》或协议的任何条款无效，无论原因如何，均不影响其他条款的效力。

3. Closing of agreements

达成协议

- 3.1 All offers and quotations are without commitment unless stated otherwise. A binding offer is valid for the period as stated therein.

如无特别说明，所有报盘与报价均不附带承诺。具有约束力的报盘仅在其所述时段之内有效。

- 3.2 The JV is only bound to an order after the order and/or later changes or additions to it have been confirmed explicitly in writing by the JV.

合资公司仅须履行已经由其以书面形式明确确认原始内容及/或后期所变更或添加之内容的订单。

- 3.3 The Client will not provide personnel and material support during the JV's service work 合资公司服务作业期间，客户不会提供人员及物质支持。

4. Execution of agreements

履行协议

- 4.1 The implementation stages, if any, as stated by the JV in the Quotation which is attached as **Annex 1** to the Contract are indications only and may not be deemed an ultimate date or deadline. As soon as it is expected that an implementation period will be exceeded, the JV will inform the Client accordingly. In that case, the JV is entitled to fulfil its obligations on a date to be agreed upon with the Client. An implementation stage commences on the date that the first payment has been received by the JV in accordance with Article 7 of these General Terms and Conditions.

本合同附件1报价单中合资公司所述的各个实施阶段（如有）仅供参考，不得视为收尾日期或最后期限。一旦预计实施时间将延后，合资公司将会就此告知客户。遇此情形，合资公司有权在与客户约定的日期履行其义务。实施阶段自合资公司收到本《通用条款与条件》第7条项下的首笔款项之日起算。

- 4.2 If it has been agreed that the work is to be undertaken in stages, JV may defer starting work for a subsequent stage until the Client has approved the results of the preceding stage.

如已约定分阶段开展作业，则可以等到客户确认前一阶段的结果之后，合资公司再启动下一阶段的工作。

- 4.3 If the Client does not or cannot adequately comply with any obligation or on time towards the JV, and also if the Client has applied for a moratorium on payments (regardless of whether or not this is granted and whether or not followed by involuntary liquidation) or loses the free control over its assets in any other way, the JV will be entitled to suspend the execution of the agreement or to dissolve it completely or in part without judicial intervention being required, without being obliged itself to pay any compensation and without prejudice to the JV's other rights in such a case.

如客户没有/不能充分或如期遵守其对于合资公司承担的义务，并且客户已申请延期付款（不论此申请是否获准、亦不论随后是否启动强制清算），或客户以任何其他方式对于其资产不再享有不受限制的控制权，则合资公司有权暂停履行协议或解除协议的全部或部分内容，既不需要就此申请司法干预、亦不需要支付任何赔偿，并且合资公司就此情形所享有的其他权利不受影响。

- 4.4 If the agreement as entered into is also based on the availability of a specific employee or facility of the JV, this does not mean that the work will be undertaken solely by or under the sole responsibility of this person.

如以合资公司某名特定雇员或某项特定设施可供选用为前提而签订协议，并不表示将会由此人单独承担或独自负责相关作业。

5. Results 结果

- 5.1 Provided that and once the Client has met in full all its obligations under the terms of the agreement, it will be entitled to use the results reported in writing and/or goods delivered under this agreement by or through the JV, within the scope of its normal business activities and with due observance of what is laid down in these General Terms and Conditions.

如果/一旦客户履行了其在协议条款项下的全部义务，则客户将有权在其正常

业务活动范围之内按照本《通用条款与条件》的规定，使用本协议项下由（或通过）合资公司书面汇报的结果及/或交付的货物。

5.2 The delivered documents defined in this section shall become the property of the Client and the Client shall use it.

本节定义的所提交的文件应当成为客户的财产，由客户使用之。

5.3 The Client may only publish the results of an agreement and/or reports, drawings and calculations produced by the JV, all in the broadest sense of the word, after prior written permission from the JV.

客户只有在事先征得合资公司书面准许之后，方可采用最为宽泛的措辞，发布由合资公司关于协议及/或报告、图纸和计算过程所取得的结果。

6. Intellectual and industrial property rights

知识产权和工业产权

6.1 Without prejudice to the provisions of Article 5 of these General Terms and Conditions, all intellectual and/or industrial property rights, including any rights to patents as well as the copyright on works produced by the JV, remain vested in the JV and Client.

在不影响本《通用条款与条件》第5条规定的前提下，所有知识及/或工业产权（包括与合资公司所创造作品有关的一切专利权及著作权）均归合资公司与客户所有。

7. Invoicing and payment

开具发票与付款

7.1 Unless stated otherwise in the agreement or the offer, the total sum owed by the Client will be invoiced to the Client in the following installments and at the following times:

除协议或报盘另有说明外，将按下述时间就客户所欠的款项总额向客户分期开具发票：

- 30% upon signing the agreement
签订协议之后，30%
- 50% upon completion of each model test or calculation phase as set out in the Quotation which is attached as **Annex 1** to the Contract
本合同附件1报价单所述的每次型式测试或计算阶段完成后，50%
- Remaining part upon delivery of final report per phase
每个阶段的最终报告交付后，剩余金额

Additional work agreed upon during the agreement will be paid for in the same installments.

对于协议履行过程所约定的其他作业，将按相同的方式分期支付款项。

7.2 Payment will be made either in in EURO or RMB, as indicated in the quotation and within 30 days of the invoice date, except the first instalment. Objections concerning an invoice must be made in writing and must be received by the JV within 14 days of the invoice date, however this does not suspend the Client's obligation to pay.

除首期款外，将在发票日期后30天内以欧元或人民币（按报价单指定）付款。如对发票有异议，必须提交异议书并且使合资公司在发票日期后14天内收到异议书；但客户不得以此为由延迟履行付款义务。

7.3 If a due date for payment is exceeded, the Client will be legally in default and, without any reminder or notice of default being required, the Client will be charged daily interest in an amount of 0.04% of the outstanding payment per day plus collection costs.

客户未在到期日付款的，将构成法律所指的违约行为，无须就此向其发出违约提醒或通知；对于拖欠的款项，每延迟一天，将按照欠款金额万分之四的比例向客户计征利息。

7.4 The JV is entitled at all times, also during the execution of the agreement, to demand payment in advance or further security. Failure to provide such entitles the JV to suspend the execution of the current agreement and/or to dissolve it either in its entirety or in part without any notice of default being required.

不论何时，包括在履行协议期间，合资公司均有权要求提前支付款项或者要求提供其他担保。客户未按要求行事的，合资公司则有权停止履行当前协议，及/或解除当前协议的全部或部分内容，不需要就此发出任何违约通知。

7.5 All goods delivered to the Client remain the property of the JV, regardless as to whether they have already been put into use or processed by the Client, until all sums that the Client owes the JV under the terms of the agreement have been paid.

在客户支付其根据协议条款规定须向合资公司支付的款项之前，已向客户交付的全部货物均为合资公司所有的财产，不论客户是否已经使用或占用之。

8. Force Majeure
不可抗力

8.1 If a Party cannot perform its obligations stipulated in this Contract due to reasons which are directly and exclusively attributable to force majeure, it shall notify the other Party in writing without undue delay of the occurrence of such an event and, within 30 (thirty) days, provide to the other Party a statement or certificate of the existence of the circumstances constituting force majeure.

任何一方由于直接且仅归咎于不可抗力的原因无法履行其在本合同项下义务的，应当就此事件的发生书面通知另一方，不得过度延误；并应在30（三十）天内向另一方提交一份说明书或证明书，说明或证明存在构成不可抗力之情形。

8.2 Force majeure shall mean any of the following events: earth quake, storm, flood, fire or other acts of nature, SARS and other epidemics, war, riot, public disturbance, strike or lock outs, government actions or other events beyond the control of the Parties where their occurrence is reasonably unpreventable and unavoidable.

不可抗力指下述任何事件：地震、暴风雨、洪水、活在其他天灾、严重急性呼吸综合症和其他时疫、战争、暴乱、公众骚乱、罢工或停工、政府行动或双方无法控制、并且在合理情形下无法防止与避免其发生的其他事件。

8.3 If an event of force majeure occurs, no Party shall be responsible for any damage, increased costs or losses which the other Party may sustain by reason of its failure or delay of performance. The Party claiming force majeure shall adopt measures to minimize or remove the effects of force majeure and within the shortest possible time attempt to resume the performance of obligations affected by the event of force majeure. If the consequences of such an event cannot be remedied within 6 (six) months from the occurrence, the Parties shall through consultations decide whether to modify or terminate this Contract according to the effects of the event of force majeure on the performance of this Contract.

如发生不可抗力事件，任何一方对于因其不履约或延迟履行致使另一方蒙受的一切损害、增项成本或损失均不负责。主张不可抗力的一方应采取措施尽量减少或消除不可抗力的影响，并应在尽可能短的时间内尝试恢复履行受到不可抗力影响的义务。如在相关事件发生后6（六）个月内无法补救其后果，双方应根据不可抗力事件对于履行本合同一事造成的影响，通过协商决定是否修改或终止本合同。

9. Guarantee

保证

- 9.1 The JV will undertake the work with due care and to the best of its ability, and in doing so will strive to achieve the best results possible. The JV gives no guarantee whatsoever in respect of the practicability of the results obtained and the Client's effective use of them.

合资公司将采用应有的谨慎态度尽其最大努力开展工作；并将在行事过程中努力取得最佳结果。合资公司对于所取得的结果是否具有实践可行性以及是否可供客户有效使用，不作任何保证。

- 9.2 In the event of shortcomings being ascertained in the results that are due to errors, incompleteness or lack of due care that can be attributed only to The JV and which are reparable according to reasonable standards, the JV will rectify or correct these shortcomings with due care and to the best of its ability up to a maximum sum of EURO 100,000 excluding VAT. These sums apply for the total of all the claims together under the same agreement.

如认定结果为由于错误、欠缺完整或缺乏应有的谨慎态度造成了缺陷，并且原因仅可归咎于合资公司，但可以按照合理标准予以修补，则合资公司将采取应有的谨慎态度，尽其最大努力修补或纠正相关缺陷；对于同一份协议项下引发的所有权利主张，最高不超过10万欧元（不含增值税）。

- 9.3 The JV is not liable at any time for damage as a consequence of the use of the results of its work or deliveries, or the exceeding of deadlines, nor for consequential or indirect loss or damage including lost profits or savings. The limitations set out in Article 9.2 above and this Article 9.3 of these General Terms and Conditions shall not apply in case of personal injuries and in case of property damages which are caused by gross negligence or intention.

无论何时，合资公司对于由于使用其作业结果或使用其所交付物品、超出最后期限等行为造成的损害、或衍生或间接性质的损失或损害（包括利润损失和储蓄损失在内）均不承担任何责任。本《通用条款与条件》上文第9.2条与本条（即：第9.3条）列明的限制不适用于人身伤害以及因重大疏忽或故意所致的财产损害情形。

- 9.4 Any obligation under guarantee expires after six months has elapsed after the full execution of the agreement and/or after the final payment installment has fallen due. Claims by the Client will lapse if these are not submitted within one week from the moment a failure has arisen or could have reasonably been ascertained.

自协议履行完毕及/或最后一笔分期款项到期时起六个月过后，保证项下的一

切义务均告届满。客户必须在相关问题发生后一周以内、或在自按理可以认定相关问题时起一周之内提出权利主张。

10. Applicable Law and Dispute Resolution

适用法律和争议解决

10.1 Applicable Law

适用法律

This Contract shall be governed by and construed in accordance with the laws of the PRC.

本合同受中华人民共和国法律管辖并据之释义。

10.2. Dispute Resolution

争议解决

10.2.1 Any dispute arising out of or in connection with these General Terms and Conditions or over their validity shall be settled through friendly consultations between the Parties. If no agreement can be reached between the Parties within sixty (60) days after the dispute has arisen, the dispute shall be finally submitted to an arbitration tribunal of the China International Economic and Trade Arbitration Commission (hereinafter referred to as "CIETAC") Beijing Headquarters, for arbitration according to the Rules of Arbitration of the said arbitration commission effective on the date of request for arbitration. The place of arbitration shall be in Shanghai. The arbitration proceedings shall be conducted in English language.

本《通用条款与条件》产生的或与之相关或涉及其效力的一切争议，均由双方通过友好协商解决。如双方在发生争议后60（六十）天内无法达成一致，最终应将争议提交至中国国际经济贸易仲裁委员会（“贸仲”）北京总会按照该仲裁委员会在申请仲裁当日有效的仲裁规则进行仲裁。仲裁地点为上海，仲裁程序应以英文进行。

10.2.2 The arbitration tribunal shall consist of 3 arbitrators. Each Party shall appoint one arbitrator. The two first mentioned arbitrators shall select the third arbitrator who shall act as chairman of the arbitration tribunal who shall be neither of Chinese nor of Dutch nationality. If a Party fails to appoint its arbitrator within one month after receipt of the notice of arbitration from the arbitration commission or if the two first mentioned arbitrators cannot come to an agreement on the chairman of the arbitration tribunal within one month after they have been appointed, the respective arbitrator or the chairman of

the arbitration tribunal shall be appointed by the Chairman of the CIETAC.

仲裁庭由三名仲裁员组成。双方各自指定一名仲裁员。担任首席仲裁员的第三名仲裁员不得为中国籍或荷兰籍，由前述两名仲裁员共同选定。如任何一方在收到仲裁委员会的仲裁通知后一个月内未指定其仲裁员，或者前述两名仲裁员在接受指定后一个月内未就首席仲裁员人选达成一致，则由贸仲主任指定相关仲裁员或首席仲裁员。

10.2.3 The arbitration award shall be final and binding on the Parties. The arbitration fee and the reasonable expenses of the winning Party, including lawyer's fees shall be borne by the losing Party except as otherwise awarded by the arbitration tribunal. During the arbitration proceedings the Parties shall continue to perform this Contract.

仲裁裁决为终局裁决，对双方均具有约束力。仲裁费与胜方的合理费用（包括律师费在内）应由败方承担，仲裁庭另有裁决的除外。仲裁期间，双方应继续履行本合同的规定。

10.3 In the case of conflict between the Chinese and the English version of these terms and conditions, the English version will prevail.

如本条款与条件的中文本与英文本之间有冲突，将以英文本为准。