

General Terms and Conditions of Sale of Dresser Utility Solutions, Shanghai LTD ("GTC")

All sales and/or supplies of movable goods ("Equipment") by Dresser Utility Solutions, Shanghai LTD ("Dresser Shanghai") to its customers, whether Dresser Shanghai manufactures the Equipment itself or purchases it from suppliers/subcontractors, including affiliates of Dresser Shanghai, shall be provided exclusively on the basis of these GTC, unless otherwise agreed between Dresser Shanghai and a customer in writing. In particular, all contracts for the sale and/or supply of Equipment as well as all order confirmations and other declarations by Dresser Shanghai (each individually a "Sales Document" and collectively the "Sales Documents") shall comprise these GTC as part of the respective Sales Document. These GTC only apply if the customer is a legal person, an unincorporated organization or a natural person but not a consumer under the laws of the People's Republic of China (which, for the purpose of this GTC, shall exclude the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan) ("PRC").

1. Offer and acceptance, exclusive conditions, priority agreements

1.1 Dresser Shanghai's quotations are subject to change and are not binding offers. They must be seen as invitations to the respective customer to submit a binding offer. A Sales Document is concluded by the customer's order (offer) and Dresser Shanghai's order confirmation (acceptance). Dresser Shanghai's order confirmation is made by written declaration (e.g., by Dresser Shanghai's order confirmation or Dresser Shanghai's dispatch/ready-for-delivery notice).

1.2 In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Dresser Shanghai. Otherwise, the acceptance by Dresser Shanghai shall be decisive for the content of the Sales Document. Legally relevant declarations and notifications made by the customer to Dresser Shanghai after conclusion of the Sales Document (e.g., setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) must be made in writing by the customer and accepted in writing by Dresser Shanghai to be effective.

1.3 Individual agreements between Dresser Shanghai and a customer (e.g., in the Sales Document itself, individual subsidiary agreements, supplements and amendments), deviating agreements in a distribution agreement, if any, and deviating

德莱赛机械设备（上海）有限公司一般销售条款和条件（“销售条款”）

德莱赛机械设备（上海）有限公司（“德莱赛上海”）向客户销售和/或供应的所有动产（“设备”），不论是德莱赛上海自己生产的还是向供应商/分包商（包括德莱赛上海的关联方）购买的设备，除非德莱赛上海与客户之间另有书面约定，否则应仅基于本销售条款提供。特别是，有关设备的所有销售和/或供应合同以及德莱赛上海的所有订单确认书和其他声明（每份单独称为“销售文件”，合称为“销售文件”）均应包含本销售条款，作为相关销售文件的组成部分。本销售条款所适用的客户仅包括法人、非法人组织或自然人，但不包括中华人民共和国（“中国”，在本销售条款中，不包括香港特别行政区、澳门特别行政区和台湾）法律规定的消费者。

要约与承诺、排他性条件、优先协议

德莱赛上海的报价可能会有变动，且不构成有约束力的提议。这些报价应被视为邀请客户提交具有约束力的报价的邀约。客户发出订单（要约），经德莱斯上海作出订单确认（承诺）后，即订立销售文件。德莱赛上海的订单确认以书面声明的形式作出（例如，通过德莱赛上海的订单确认函或德莱赛上海的发货/准备发货通知）。

如果承诺的内容与要约的内容不同，则该承诺构成德莱赛上海新的无约束力的提议。如果承诺的内容与要约的内容一致，德莱赛上海的承诺即对销售文件的内容起决定性作用。订立销售文件后，客户向德莱赛上海所做的相关法律声明和通知（例如，最后期限的设定、提醒、瑕疵通知、撤回声明或缩减声明）必须由客户以书面形式做出，并由德莱赛上海以书面形式接受，方可生效。

德莱赛上海与客户之间的单独协议（如销售文件本身中的单独协议、单独的附属协议、补充协议和修订协议）、经销协议中偏离于本销售条款的约定（如有）以及德莱赛上海承诺中偏离于本销

- information in Dresser Shanghai's acceptance shall take precedence over these GTC., but only to the extent that they deviate from these GTC.
- 1.4 The customer's order shall be deemed a legally binding offer to conclude a contract. Unless otherwise stated in the customer's offer, Dresser Shanghai may accept it within ten (10) working days (days in which banks are open for business in Shanghai, PRC) from the date of receipt.
- 1.5 References made by a customer to its own general terms and conditions are hereby explicitly rejected. Conflicting, deviating or supplementary terms and conditions of the customer shall not become part of the Sales Document unless Dresser Shanghai expressly agrees to their validity in writing. For example, it shall not constitute consent if Dresser Shanghai, with knowledge of the customer's terms and conditions, unconditionally accepts orders, provides deliveries or other services or directly or indirectly refers to letters, etc., which contain its or third parties' terms and conditions.
- 1.6 The customer shall draw Dresser Shanghai's attention to obvious errors (e.g., typing or calculation errors) and incompleteness of offers including all related documents for the purpose of correction or completion by Dresser Shanghai prior to its declaration of acceptance; otherwise the contract shall not be concluded.
- 1.7 The Sales Document, including these GTC, supersede all prior negotiations, agreements, purchase orders, offers, estimates and other correspondence relating to the Equipment specified in the respective Sales Document. In particular, all standard or other sales or purchase terms submitted by either Dresser Shanghai or the customer, whether prior to or after the date of the Sales Document, shall be overridden and excluded unless they have been accepted by both parties in writing and expressly incorporated into the Sales Document.
- 1.8 If an adjustment of these GTC is necessary in order to remedy an unforeseeable and not insignificant disturbance of the reciprocal relationship between performance and counter-performance (equivalence relationship) occurring after conclusion of the Sales Document and not caused or influenced by Dresser Shanghai, Dresser Shanghai shall be entitled to make changes to individual provisions of the GTC to the extent necessary. Amendments may not change the original equivalence relationship of the Sales Document to the disadvantage of the customer. An amendment shall be deemed approved if the customer does not object in text form within four weeks after
- 售条款的信息应优先于本销售条款，但仅限于偏离于本销售条款的部分。
- 客户的订单应被视为具有法律约束力的合同要约。除非客户在要约中另有说明，德莱斯上海可在收到之日起十（10）个工作日（指中国上海市的银行开门营业之日）内接受。
- 在此明确拒绝客户引用其自身的一般条款和条件。除非德莱赛上海以书面形式明确同意其有效性，否则客户的冲突性、偏离性或补充性条款和条件不构成销售文件的组成部分。例如，即使德莱赛上海在知晓客户条款和条件的情况下，无条件接受包含客户或第三方条款和条件的订单、提供包含该等条款和条件的交付物或其他服务，或直接或间接引用包含该等条款和条件的信函等，也不构成同意。
- 客户应提请德莱赛上海注意要约（包括所有相关文件）中的明显错误（如打字或计算错误）和不完整之处，以便德莱赛上海在作出承诺声明之前进行更正或完善；否则，不应订立合同。
- 销售文件（包括本销售条款）取代与相关销售文件中规定的设备有关的所有先前谈判、协议、采购订单、要约、估计和其他沟通。尤其是，德莱赛上海或客户在销售文件日期之前或之后提交的所有标准或其他销售或采购条款均将被取代和排除，除非已被双方书面接受并明确纳入销售文件。
- 如果在销售文件订立后，履约与对方履约的对等关系（等价关系）出现了并非由德莱赛上海造成或影响的不可预见的重大干扰，为了进行弥补而有必要对本销售条款进行修订，则德莱赛上海有权对本销售条款的个别规定进行必要的修改。所作修改不得改变销售文件的原有等价关系，而对客户不利。如果客户在收到通知后四周内未以文本形式提出异议，则应视为已同意修订，而任何异议均应基于合理的理由方可视为有效。如果客户提出异议，客户应享有特殊终止权。德莱赛上海应在通知中说明该异议权以及异议的后果。

notification, provided that any objection shall be based on reasonable grounds to be considered valid. If the customer objects, the customer shall have a special right of termination. Dresser Shanghai shall point out this right of objection and the consequences of an objection in its notification.

- 2. Delivery, transfer of ownership and risk, storage**
- 2.1 Unless otherwise agreed in writing between Dresser Shanghai and the customer, the Equipment shall be delivered in accordance with Ex Works Shanghai (Incoterms® 2020).
- 2.2 The Equipment shall be deemed delivered and the risk of loss and damage in respect of the Equipment shall be deemed to have passed to customer once the Equipment is made available to customer in accordance with the contractual Incoterm.
- 2.3 Until the customer has discharged all payment claims of Dresser Shanghai arising from the business relationship between them, ownership and title to the delivered Equipment shall remain vested in Dresser Shanghai (hereinafter referred to as "Retained Products").
- 2.4 Provided that the customer uses the Equipment subject to retention of title in its own facilities or the facilities of its affiliates, the customer is not permitted to resell, pledge, or transfer ownership by way of security of all or parts of the Retained Products without Dresser Shanghai's express prior consent in writing, as long as the retention of title exists.
- 2.5 The customer shall only resell the Retained Products in the ordinary course of business and shall ensure that its customers or transferees are aware of Dresser Shanghai's retention of title. The customer is not entitled to pledge the Retained Products, to assign them by way of security or to make any other dispositions that might endanger Dresser Shanghai's ownership. The customer shall immediately notify the Seller of any claim, lien or interest asserted by third parties over the Retained Products and shall take all necessary steps to protect Dresser Shanghai's ownership rights. The customer hereby assigns to Dresser Shanghai all and entire claims arising from the resale of the Retained Products; Dresser Shanghai hereby accepts this assignment. The customer is revocably authorized to collect the claims assigned to Dresser Shanghai in trust for Dresser Shanghai in its own name. Dresser Shanghai may revoke this authorization as well as the right to resell if the customer is in default of material obligations such as payment to Dresser Shanghai or if there is deterioration in the customers financial position

交付、所有权和风险转移、储存

除非德莱赛上海公司与客户另有书面约定，否则设备应按照“工厂交货上海”（《国际贸易术语解释通则®2020》）交付。

一旦设备按照合同约定的《国际贸易术语解释通则》的术语规定提供给客户，则设备应被视为已交付，且设备相关灭失和损坏风险应被视为已转移给客户。

在客户履行了因双方业务关系而产生的德莱赛上海的所有付款请求之前，已交付设备的所有权和权属仍归德莱赛上海所有（以下简称“保留产品”）。

如果客户在其自有设施或其关联方的设施中使用保留权属的设备，只要存在权属保留的情况，未经德莱赛上海事先书面明确同意，客户不得转售、抵押全部或部分保留产品，或以担保方式转移全部或部分保留产品的所有权。

客户只能在正常经营过程中转售保留产品，并确保其客户或受让人知晓德莱赛上海对保留产品的权属保留。客户无权抵押保留产品、以担保方式进行转移保留产品的所有权或作出任何其他可能危及德莱赛上海所有权的处置。客户应立即通知卖方第三方对保留产品提出的任何债权、留置权或权益，并采取一切必要措施保护德莱赛上海的所有权。客户在此向德莱赛上海转让因转售保留产品而产生所有完整的债权；德莱赛上海在此接受该转让。可撤销地授权客户以自己的名义代表德莱赛上海收取转让给上海德莱赛的债权。如果客户在重大义务方面存在违约，如拖欠德莱赛上海的货款，或客户的财务状况恶化，可能危及其付款义务，如客户申请破产程序，德莱赛上海可撤销该授权及转售权；在撤销授权的情况下，德莱赛上海有权自行收取债权，且一经要求，客户应立即向德莱赛上海提供收取债权所需的所有必要信息和文件。

which could jeopardise its payment obligations such as the customer applying for insolvency proceedings; in the event of revocation, Dresser Shanghai shall be entitled to collect the claim itself and the customer is required to provide Dresser Shanghai upon first demand with all information and documents necessary for collection.

- 2.6 Both parties agree to undertake and accomplish any filing or registration formalities subject to laws and regulations of the PRC to secure the retention of title to the Retained Products, including but not limited to the registration of the retention of title in the PRC's Unified Registration and Publicity System for Financing of Movables. Principally, the aforesaid formalities shall be performed by Dresser Shanghai, unless the relevant laws and regulations stipulate otherwise, while the customer shall provide any necessary assistance upon request of Dresser Shanghai, including but not limited to necessary documents to be prepared by the customer or statements to be made by the customer. After receipt of the full and entire payment for the Retained Products, the respective deregistration formalities shall be performed by Dresser Shanghai, unless the relevant laws and regulations stipulate otherwise. The cost (if any) for any formalities associated with the retention of title shall be borne by the customer.
- 2.7 In the event that the customer becomes insolvent or is threatened with insolvency actions, the customer shall immediately inform Dresser Shanghai of the relevant circumstances and the whereabouts of the Retained Products so as to enable re-possession of the Retained Products by Dresser Shanghai.
- 2.8 In case the customer is in delay with the payment of any claims of Dresser Shanghai arising from the business relationship between the customer and Dresser Shanghai, Dresser Shanghai is entitled to take possession of the Retained Products after a reasonable period of grace set by Dresser Shanghai has passed to no avail. If the Retained Products should be in the possession of a third party, the customer is obliged upon first demand to communicate the whereabouts of the Retained Products and agrees that Dresser Shanghai takes possession of the Retained Products in this case.
- 2.9 If Dresser Shanghai should assert its right of title to the Retained Products, take possession of them or pledge them, this shall not be deemed as a rescission from a Sales Document unless Dresser Shanghai has explicitly declared such rescission.
- 2.10 Returns or cancellations will be processed in accordance with Dresser Shanghai's current returns or cancellation policy; provided the Equipment was
- 双方同意根据中国法律及法规承担及完成任何备案或登记手续，以确保保留产品的权属保留，包括但不限于在中国动产融资统一登记公示系统进行权属保留登记。除非相关法律法规另有规定，上述手续主要由德莱赛上海办理，而客户应根据德莱赛上海的要求提供必要协助，包括但不限于由客户准备的必要文件或由客户作出的声明。在收到保留产品的全部款项后，德莱赛上海应办理相应的注销登记手续，除非相关法律法规另有规定。与权属保留相关的任何手续费用（如有）应由客户承担。
- 如果客户破产或可能面临破产相关法律程序，客户应立即将相关情况和保留产品的所在位置告知德莱赛上海，以便德莱赛上海重新收回保留产品。
- 如果客户迟延支付德莱赛上海因客户与德莱赛上海之间的业务关系而产生的任何付款请求，德莱赛上海有权在德莱赛上海设定的合理宽限期过后仍无结果的情况下接管保留产品。如果保留产品被第三方占有，客户有义务一经要求即告知保留产品的所在位置，并同意德莱赛上海在此情况下占有保留产品。
- 如果德莱赛上海主张其对保留产品的权属，占有或抵押保留产品，除非德莱赛上海明确声明，否则这不应被视为对销售文件的撤销。
- 退货或取消将根据德莱赛上海现行的退货或取消政策进行处理；如果设备是按照德莱赛上海接受的订单交付的，将不予退换货。

delivered in accordance with the order accepted by Dresser Shanghai, it will not be returned or exchanged.

3. Prices and payments

3.1 Prices stated in the Sales Document are valid for thirty (30) days from the date of the Sales Document. Unless otherwise agreed upon between Dresser Shanghai and the customer, customer shall pay to Dresser Shanghai twenty percent (20%) of the total order price at the time of order placement. An additional percentage of the total order price may also be required before delivery, with the remaining amount of the total order price due within thirty (30) days of the invoice date. Dresser Shanghai will invoice the customer for the Equipment upon delivery. Specific payment details outlined in the Sales Document shall prevail over these GTC.

3.2 **For invoices not paid within thirty (30) days of the invoice date (or within any other payment period specified in the Sales Document), in addition to any other remedies to which Dresser Shanghai may be entitled, Dresser Shanghai shall be entitled to charge interest from the due date at the rate of 50% above the one-year Loan Prime Rate (LPR) published by the National Interbank Funding Center authorized by the People's Bank of China. Delay in due payment constitutes a fundamental breach of contract.**

3.3 The customer shall also be liable, if applicable, for collection costs associated with the late payment, including reasonable attorney's fees. An endorsement or statement on a check or payment or a letter accompanying a check or payment or elsewhere will not be construed as comparative performance. All amounts owed by the customer pursuant to a Sales Document will be calculated and paid in the currency specified in the Sales Document. Prices stated in the Sales Document are exclusive of taxes. The customer shall be liable for payment of all sales, use, excise, value added and other taxes in connection with Dresser Shanghai's delivery and sales of the Equipment, excluding any taxes in connection with Dresser Shanghai's revenues. If the customer is an exempt person or pays taxes directly to the state or appropriate authority, the customer shall provide Dresser Shanghai with a copy of the tax exemption, direct payment permits or other documentation acceptable to Dresser Shanghai from time to time. Dresser Shanghai reserves the right to issue an exclusive VAT invoice and to charge VAT when required by law.

价格和付款

销售文件中规定的价格自销售文件日期起三十（30）天内有效。除非德莱赛上海与客户另有约定，否则客户应在下订单时向德莱赛上海支付订单总价的百分之二十（20%）。此外，在交货前，客户可能还需支付订单总价的一定百分比的付款，而订单总价的剩余部分应在发票日期后三十（30）天内付清。德莱赛上海将在设备交付时向客户开具发票。销售文件中列出的具体付款规定应优先于本销售条款。

对于未在发票日期后三十（30）天（或销售文件规定的任何其他付款期限）内支付的发票，除德莱赛上海有权获得的任何其他救济外，德莱赛上海还有权从到期日起按中国人民银行授权的全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）上浮 50%收取利息。迟延支付到期款项将构成根本违约。

如果适用，客户还应承担与迟延付款相关的收账费用，包括合理的律师费。支票或付款上的背书或声明、支票或付款的附函或其他地方的背书或声明不得解释为类比履约。客户根据销售文件欠付的所有款项将以销售文件中规定的货币计算和支付。销售文件中规定的价格不含税。客户应负责支付所有与德莱赛上海交付和销售设备相关的销售税、使用税、消费税、增值税和其他税费，但不包括与德莱赛上海收入相关的任何税费。如果客户是免税人或直接向国家或相关部门纳税，客户应向德莱赛上海提供免税、直接纳税许可的副本或德莱赛上海可不时接受的其他证明文件的副本。德莱赛上海保留依法开具增值税专用发票并收取增值税的权利。

3.4 The customer may set off counterclaims only if non-appealable, uncontested or recognized by Dresser Shanghai in writing. A right of retention may be exercised by the customer only if its counterclaim concerns the same contractual relationship. The customer is not entitled to set off payments against any claims which the customer considers to have against Dresser Shanghai in respect of any other sales or service.

4. Delays, force majeure

4.1 In the event of delivery Ex Works, Dresser Shanghai will inform the customer of the status of the order when the Equipment leaves the factory and is dispatched for delivery. Timelines and dates that are not expressly agreed in writing as binding shall be non-binding and are estimates only. Once the Equipment is available for pick up, Dresser Shanghai will notify the customer accordingly. The customer shall then have up to five (5) working days to pick up the Equipment. The risk of accidental loss or fortuitous deterioration in the Equipment is transferred to the customer at the moment the customer is in delay with the pickup of the Equipment, or otherwise with the acceptance of the delivery. If the customer fails to comply with this obligation, it is required to bear the additional costs incurred (e.g., storage and maintenance costs). Once a fair and reasonable time limit set by Dresser Shanghai has passed to no avail, Dresser Shanghai may rescind the respective Sales Document and dispose of the Equipment otherwise and claim damages notwithstanding any other claims Dresser Shanghai might have.

4.2 In the event of non-delivery or late delivery by Dresser Shanghai, Dresser Shanghai shall not be in default vis-à-vis the customer, unless Dresser Shanghai is responsible for the non-delivery or late delivery of Dresser Shanghai. Inter alia, Dresser Shanghai is not responsible for the non-delivery or late delivery if Dresser Shanghai concludes a covering transaction immediately after the conclusion of the Sales Document with the customer. Dresser Shanghai will inform the customer as soon as possible of any delays and together with the customer will look for reasonable alternatives. If it is certain that self-delivery will not take place for reasons beyond Dresser Shanghai's control, Dresser Shanghai is entitled to rescind the Sales Document. Possible legal rights of withdrawal remain unaffected.

4.3 Both parties shall not be liable for any failure of performance in case it is due to any cause or event beyond its reasonable control and unforeseeable to

只有在不可上诉、无争议或得到德莱斯上海书面认可的情况下，客户方可抵消反请求权。只有当客户的反请求涉及同一合同关系时，客户方可行使保留权。对于客户认为其对德莱赛上海具有的关于其他销售或服务的请求权，客户无权用来抵消付款。

迟延、不可抗力

在“工厂交货”的情况下，德莱赛上海将在设备离开工厂发出待交付时将订单状态告知客户。时间安排和日期如未被明确书面约定为具有约束力，则不具有约束力，仅为预估。设备一旦可供提货，德莱赛上海将相应通知客户。届时，客户将有五（5）个工作日的时间提取设备。设备意外灭失或意外贬损的风险在客户迟延提取设备或接受交付时转移给客户。如果客户未履行该义务，则需承担由此产生的额外费用（如仓储和维护费用）。如果德莱赛上海设定的公平合理的期限过后仍无结果，德莱赛上海可解除相应的销售文件，以其他方式处理设备，并要求赔偿损失，无论德莱赛上海是否享有任何其他权利主张。

如果德莱赛上海未交货或迟延交货，除非德莱赛上海对其未交货或迟延交货负有责任，否则德莱赛上海对客户不构成违约。尤其是，如果德莱赛上海在与客户签订销售文件后，立即达成了补救交易，则德莱赛上海不就未交货或迟延交货承担责任。如发生迟延，德莱赛上海将尽快通知客户，并与客户一起寻找合理的替代方案。如果由于德莱赛上海无法控制的原因导致货物无法自提，德莱赛上海有权解除销售文件。可能的法定解除权不受影响。

对于因任何超出双方合理控制范围、双方在签订销售文件时无法预见的且双方不负有责任的原因

them at the time of conclusion of the Sales Document for which they are not responsible ("Force Majeure").

4.4 Force Majeure specifically includes: (i) fire, storms (including hurricanes, snowstorms, blizzards, or ice storms), hail, floods, strikes, lockouts, accidents, acts of war or terrorism, theft, or loss of goods, riots, civil commotions, embargoes, cyber-attacks, epidemics, or pandemics (whether or not officially declared by the WHO); (ii) any regulation, law, order, or restriction imposed by any governmental department, commission, board, bureau, agency, court, or similar authority or instrumentality. (iii) a party's inability to obtain any required raw materials, energy sources, equipment, labor, or transportation at prices and on terms deemed practicable by the party from its usual sources of supply. Notwithstanding the foregoing, Dresser Shanghai shall not be obliged to deliver Equipment if the customer is insolvent as a result of Force Majeure.

4.5 If Dresser Shanghai becomes aware of a Force Majeure event, Dresser Shanghai shall inform the customer without delay. In the event of such an event, Dresser Shanghai's performance periods/deadlines shall be automatically extended/postponed by the duration of the event plus a reasonable start-up period. If such events make it substantially more difficult or impossible for Dresser Shanghai to provide the service and are not only of temporary duration, Dresser Shanghai shall be entitled to rescind the respective Sales Document.

5. Inspection and acceptance

5.1 The customer must inspect the Equipment immediately after delivery and let Dresser Shanghai receive a certificate of receipt signed and stamped by the customer. The customer shall notify Dresser Shanghai in writing if the Equipment do not conform with the Sales Documents (e.g., wrong shipment or quantity differences) within one (1) week of the receipt of the Equipment, precisely describing the nature and extent of the lack of conformity and providing relevant evidence. Obvious defects must be reported to Dresser Shanghai in writing immediately, at the latest within one (1) week after delivery. Dresser Shanghai must also be notified in writing of hidden defects immediately, but no later than one (1) week after discovery of the defect. If this notification is not made, the delivery shall be deemed to be faultless and approved.

5.2 If there is an obvious defect and the customer notifies of the defect in due time in accordance with

或事件（“不可抗力”）导致的任何未履约，双方对此不承担任何责任。

不可抗力具体包括：(i) 火灾、风暴（包括飓风、暴风雪、暴雪或冰风暴）、冰雹、洪水、罢工、停工、事故、战争或恐怖主义行为、盗窃或货物灭失、暴乱、内乱、禁运、网络攻击、流行病或大流行病（无论是否由世界卫生组织正式宣布）；(ii) 任何政府部门、委员会、理事会、局、机构、法院或类似机构或部门施加的任何规定、法律、命令或限制；(iii) 一方无法以其认为可行的价格和条件从其通常的供应来源获得任何所需的原材料、能源、设备、劳动力或运输。尽管有上述规定，如果客户因不可抗力而破产，德莱赛上海没有义务交付设备。

德莱赛上海一旦知晓发生不可抗力事件，应毫不延迟地通知客户。在此情况下，德莱赛上海的履约期限/截止日期应自动延长/推迟，延长/推迟的时间为该事件的持续时间加上一个合理的启动期。如果该等事件导致德莱赛上海在很大程度上更难或更不可能提供服务，并且不仅仅是暂时性的，德莱赛上海将有权解除相应的销售文件。

验收

客户必须在交货后立即检查设备，并向德莱赛上海签发一份客户签字盖章的收货证明。如果设备与销售文件不符（如装运错误或数量差异），客户应在收到设备后一（1）周内书面通知德莱赛上海，准确描述不符的性质和程度，并提供相关证据。如发现明显瑕疵，必须立即以书面形式向德莱赛上海报告，最迟应在交货后一（1）周内报告。如发现隐性瑕疵，应立即以书面形式通知德莱赛上海，最迟不得晚于发现瑕疵后一（1）周通知。如果未进行通知，则视为交货无错并获得批准。

如果存在明显瑕疵，且客户根据第 5.1 条的规定及时将瑕疵告知，则客户有权通过消除瑕疵（整

Article 5.1, the customer shall be entitled, at Dresser Shanghai's sole discretion, to free supplementary performance by removal of the defect (rectification) or by delivery of a defect-free device (replacement). If despite Dresser Shanghai's reasonable efforts, a non-conforming Equipment cannot be rectified or replaced, Dresser Shanghai and the customer will negotiate an equitable adjustment in price with respect to such Equipment.

6. Warranty

6.1 Subject to the limitations set forth in the Sales Documents, Dresser Shanghai warrants to customer that the Equipment shall be delivered free, in all material respects, from defects in material, workmanship and title, and substantially conform to Dresser Shanghai's published specifications or the specifications agreed upon in writing between Dresser Shanghai and the customer. This warranty is made on condition that (i) the customer or any third party has not mishandled, misused, damaged or modified the Equipment; and (ii) the customer inspects the Equipment and notifies Dresser Shanghai of non-conformity in accordance with Article 5.

6.2 All Equipment delivered shall conform to Dresser Shanghai's part or version number specified in the Sales Document, or its equivalent or the superseding number subsequently assigned by Dresser Shanghai. If the number ordered is no longer available, Dresser Shanghai is authorized to provide valid interchangeable Equipment without notice to the customer. Models or samples provided by Dresser Shanghai are merely non-binding examples. They do not guarantee any specific properties. Deviations from product information or specific properties shall be permissible, provided they are insignificant or unavoidable despite all due care. Technical advice regarding goods and their application is provided to the best of Dresser Shanghai's knowledge based on Dresser Shanghai's research and experience. However, all advice and information regarding the suitability and application of the Equipment shall not create any liability for Dresser Shanghai and shall not relieve the customer of their obligation to conduct their own investigations and tests.

6.3 Unless otherwise stated in the Sales Document, the warranty period ("Warranty Period") shall be as follows: (i) for original Equipment, twelve (12) months from delivery of Equipment to the customer; and (ii) for repaired or replaced Equipment, six (6) months after repair/replacement, provided that Dresser

改)或交付无瑕疵的设备(更换)的方式来获得免费的补充履约,具体方式由德莱赛上海自行决定。如果经德莱赛上海做出合理努力,不合格的设备仍不能被修复或更换,德莱赛上海和客户将协商对该设备的价格进行公平的调整。

保证

在不违反销售文件限制性规定的前提下,德莱赛上海向客户保证所交付的设备在重大方面不存在任何材料、工艺和权属瑕疵,并且在实质上符合德莱赛上海公布的规格或德莱赛上海与客户书面同意的规格。本项保证的条件是:(i)客户或任何第三方没有误操作、误用、损坏或修改设备;且(ii)客户根据第5条的规定对设备进行了检查,并将不符合要求的情况通知了德莱赛上海。

所有交付的设备应符合销售文件中规定的德莱赛上海的零件或版本编号,或同等编号,或德莱赛上海后续指定的更替编号。如果所订购的编号不再可用,德莱赛上海有权提供有效的可互换设备,而无需通知客户。德莱赛上海提供的模型或样品仅为不具约束力的示例,并不是对任何特定性能的保证。允许与产品信息或特定性能存在偏差,前提是这些偏差并不显著或尽了注意义务仍然不可避免。德莱赛上海基于其研究和经验在所知范围内提供货物及其应用的技术建议。但是,所有关于设备适用性和应用的建议和息均不构成德莱赛上海的任何责任,也不免除客户自行调查和测试的义务。

除非销售文件中另有规定,保修期(“保修期”)如下:(i)对于初始设备,自设备交付客户之日起十二(12)个月;(ii)对于维修或更换过的设备,自维修/更换后六(6)个月,但在所有情况下,德莱斯上海的保修义务应在初始设备发运或入库存放二十四(24)个月后即告终止且绝不长于这一期限。除非德莱赛上海另有明确书面同

Shanghai's warranty obligations shall in all cases terminate and in no event extend beyond twenty-four (24) months after shipment or placement into storage of the original Equipment. Unless Dresser Shanghai expressly agrees otherwise in writing, any Equipment not manufactured by the affiliates of Dresser Shanghai (including incidental materials and consumables) shall carry only the warranty provided by the original manufacturer (to the extent transferrable), and Dresser Shanghai gives no warranty for such Equipment. Dresser Shanghai shall not under any circumstances be liable for any defects that arise or are discovered after the expiration of the Warranty Period.

- 6.4 If the Equipment does not meet the above warranties during the applicable Warranty Period and the customer informs Dresser Shanghai in writing in accordance with Article 5.1, Dresser Shanghai's entire liability and exclusive remedy will, at Dresser Shanghai's sole discretion, be either: (a) repair, (b) replacement of the defective or non-conforming Equipment, (c) offer a reduction in the purchase price, or (d) refund of the purchase price for the defective or non-conforming Equipment if repair or replacement cannot be accomplished, within a reasonable time after written notification of the defect or non-conformity and return of the defective or non-conforming Equipment to Dresser Shanghai.
- 6.5 In the event of fraudulent concealment of defects or the assumption of a guarantee for the quality or durability of the object of purchase, further claims of the customer shall remain unaffected.
- 6.6 **The customer shall only be entitled to claims for damages due to defects insofar as the liability of Dresser Shanghai is not excluded or limited in accordance with Article 5 or Article 9. Further claims or claims for defects other than those regulated in this Article 6 shall be excluded.**
- 6.7 **Dresser Shanghai shall not be liable for accessing, retrieving, removing, or decontaminating defective Equipment, or for reinstalling repaired or replacement Equipment, or for any claims, costs, damages, or losses incurred in connection with any of the above operations. Dresser Shanghai shall be responsible for transporting defective Equipment only to and from the original destination explicitly specified by the contractual Incoterm.**
- 6.8 Dresser Shanghai does not warrant the Equipment or any repaired or replacement component or Equipment against: normal wear and tear, including that due to environment, excessive operation at peak capability, frequent starting, type of fuel, detrimental air inlet conditions or erosion, corrosion

意，任何非德莱赛上海关联方生产的设备（包括附带材料和消耗品）应仅适用原生产商提供的保修（在可转让范围内），德莱赛上海不对该等设备提供保修。在任何情况下，德莱赛上海不对保修期满后出现或发现的任何瑕疵承担责任。

在适用的保修期内，如果设备不符合上述保证，且客户根据第 5.1 条的规定书面通知了德莱赛上海，德莱赛上海的全部责任和唯一补救措施如下，由德莱斯上海自行决定：(a) 维修，(b) 更换有瑕疵或不符合规定的设备，(c) 提议降低购买价格，或(d) 如果在书面通知德莱赛上海设备存在瑕疵或不符合规定以及将瑕疵或不符合规定的设备退还给德莱赛上海后的合理期限内，无法完成维修或换货，退还瑕疵或不符合规定的设备的购买价款。

在欺诈性隐瞒瑕疵或对所购物品做出质量或耐用性保证的情况下，客户的进一步权利主张不受影响。

只有在德莱赛上海的责任未根据第 5 条或第 9 条的规定被排除或限制时，客户才有权对瑕疵造成的损害提出索赔。除第 6 条规定的责任外，其他权利主张或瑕疵索赔均被排除。

德莱赛上海不负责获取、取回、移除或清理瑕疵设备，或重新安装维修或更换后的设备，也不负责与上述任何操作相关的任何索赔、费用、损害或损失。德莱赛上海只负责将瑕疵设备运输至合同约定的《国际贸易术语解释通则》术语中明确规定的原始目的地，并运回。

对于设备或任何经维修或更换的部件或设备，德莱赛上海不就以下情况作出保证：正常磨损，包括由于环境、在峰值能力下过度运行、频繁启动、燃料类型、有害的进气条件或液体侵蚀、腐蚀或积料、误用、事故、改装、加热、机加工、弯曲、焊接、任何形式的改动，或在比相关设备

or material deposits from fluids, misuse, accident, modification, heating, machining, bending, welding, alteration of any kind, or operation under conditions more severe than, or otherwise exceeding those set forth in, the specifications for the relevant Equipment. The warranties and remedies set forth herein are further conditioned upon: (i) proper storage, installation, use, operation, and maintenance of the Equipment, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Dresser Shanghai; (ii) customer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Dresser Shanghai access to those records; and (iii) repair or modification pursuant to Dresser Shanghai's instructions and approval. Unless otherwise authorized in writing by Dresser Shanghai, testing shall only be executed by Dresser Shanghai or the authorized service partner of Dresser Shanghai. Dresser Shanghai shall not be responsible for nor shall have any liability for unauthorized third-party testing, results, or damage resulting therefrom. Failure to meet any such conditions in Article 5.9 renders the warranty of Dresser Shanghai null and void.

6.9 **Equipment is under no circumstances suitable for use in or in connection with any nuclear application. Warranty claims arising out of any form of such nuclear use shall be excluded.**

7. Confidentiality

7.1 With respect to any and all non-public, proprietary, or sensitive information, whether in oral, written, electronic, or any other form, disclosed or made available in connection with a Sales Document, and regardless of whether such information is identified by either party as confidential, or not ("Confidential Information"), the recipient agrees to reasonably and adequately protect such Confidential Information and prevent disclosure and unauthorized use of the Confidential Information. The recipient shall use the Confidential Information only as necessary to record performance for or fulfill obligations under a Sales Document and for no other purpose. In particular, the recipient shall not disclose any Confidential Information to the other party's competitors.

7.2 The obligations of this Article 7 do not apply to information, as evidenced by written documents, that: (i) is publicly known; (ii) is already known to the recipient on a legal and non-confidential basis; (iii) has been lawfully disclosed by a third party; or (iv) has been independently developed without

规格规定更苛刻或超出规格规定的条件下运行。本条规定的保证和救济的前提条件是：(i) 适当储存、安装、使用、操作和维护设备，并遵守德莱赛上海提供的操作说明和安装手册（包括其修订版）；(ii) 客户在保修期内保持准确和完整的操作和维护记录，并允许德莱赛上海查阅这些记录；(iii) 根据德莱赛上海的指示和批准进行维修或改装。除非德莱赛上海书面授权，否则测试工作只能由德莱赛上海或德莱赛上海授权的服务合作伙伴进行。对于未经授权的第三方测试、测试结果或由此造成的损害，德莱赛上海不负责也不承担任何责任。如未满足第 5.9 条中的任何条件，则德莱赛上海的保证无效。

在任何情况下，设备均不适合用于任何核应用或与核应用有关的用途。排除因任何形式的该等核应用而产生的保修索赔。

保密

对于以口头、书面、电子或任何其他形式披露或提供的与销售文件有关的任何及所有非公开、专有或敏感信息，无论该信息是否被任何一方确定为保密（“保密信息”），接收方同意合理、充分地保护该保密信息，并防止保密信息遭到披露和未经授权的使用。接收方只能在为了记录销售文件的履行情况或履行销售文件规定的义务而必要时才使用保密信息，不得用于其他目的。尤其是，接收方不得向另一方的竞争对手披露任何保密信息。

本第 7 条规定的义务不适用于有书面文件为证的以下信息：(i) 已为公众所知的信息；(ii) 接收方已在合法且非保密的基础上知悉的信息；(iii) 已由第三方合法披露的信息；或(iv) 在未参考披露方保密信息的情况下独立开发的信息。接收方有权在以下情况下披露保密信息：(i) 必要时向其分包商、

reference to the Confidential Information of the disclosing party. The recipient shall have the right to disclose the Confidential Information (i) to its subcontractors, agents or affiliates as necessary, provided that such subcontractors, agents or affiliates agree to terms of confidentiality and non-use that are at least as restrictive as in these GTC; and (ii) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Customer shall not disclose Confidential Information to Dresser Shanghai unless such disclosure is required for Dresser Shanghai to perform under the contracts with customers and/or the Sales Document. Customer warrants that it has the right to disclose the Confidential Information and shall indemnify Dresser Shanghai and any of its affiliates from any claims or damages resulting from improper disclosure.

7.3 Neither Dresser Shanghai nor the customer shall make any public announcement about any aspect of a Sales Document concerned without prior written approval of the other party.

7.4 The confidentiality and use restrictions of this Article 7 shall survive any termination Sales Document concerned for ten (10) years. Each party shall indemnify the other for failure to comply with this provision.

8. Intellectual property

8.1 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the negotiations of the Sales Document. As between Dresser Shanghai and the customer, all patents, copyrights, maskworks, trade secrets, trademarks and other intellectual property rights in or relating to any product, software or service on the part of Dresser Shanghai or any of its affiliates pursuant to any Sales Document are and shall remain the exclusive property of Dresser Shanghai or its respective affiliate. Any modification or improvement to a Dresser Shanghai product or service based on feedback from the customer is the exclusive property of Dresser Shanghai. Any and all new intellectual property conceived, created or provided by Dresser Shanghai or any of its affiliates under the contracts with customers and/or the Sales Document, whether alone or with any contribution from the customer, shall be owned exclusively by Dresser Shanghai or its affiliates, as the case may be. **To the extent that the customer or its affiliates may acquire any right or interest in such new intellectual property, the customer irrevocably**

代理或关联方披露，前提是该等分包商、代理或关联方同意遵守至少与本销售条款具有同等限制性的保密和不使用条款；及(ii) 为履行法律义务，但必须及时将其披露义务通知披露方后方可披露，以便披露方可以寻求适当的保护令。客户不得向德莱赛上海披露保密信息，除非德莱赛上海为履行与客户签订的合同和/或销售文件而需要该等披露。客户保证其有权披露保密信息，并且对于德莱赛上海及其任何关联方因不当披露而遭受任何索赔或损失，客户应进行赔偿。

未经另一方事先书面批准，德莱赛上海和客户均不得就销售文件的任何相关内容发布任何公告。

本第 7 条的保密和使用限制在相关销售文件终止后十（10）年内继续有效。一方如未遵守本条规定，应赔偿另一方。

知识产权

双方应保留在销售文件谈判之前其拥有的所有保密信息和知识产权的所有权。在德莱赛上海与客户之间，德莱赛上海或其任何关联方根据任何销售文件所提供的任何产品、软件或服务的或与此相关的所有专利、著作权、掩膜作品、商业秘密、商标和其他知识产权，均属于并将继续属于德莱赛上海或其各自关联方的专有财产。根据客户的反馈意见对德莱赛上海产品或服务进行的任何修改或改进均为德莱赛上海的专有财产。根据与客户签订的合同和/或销售文件，由德莱赛上海或其关联方所构思、创造或提供的任何及所有新知识产权，无论是德莱赛上海或其关联方单独作出还是由客户作出贡献，均应由德莱赛上海或其关联方（视情况而定）专有。**如果客户或其关联方可能获得该等新知识产权的任何权利或利益，客户不可撤销地转让和/或促使其关联方按照德莱赛上海的指示转让该等新知识产权的所有权利和利益，并签署为实现这一结果而必要的转让文件和其他文件。**

assigns and/or causes its affiliates to assign, all such rights and interests in such new intellectual property as instructed by Dresser Shanghai, and to execute assignments and other documentation as necessary to achieve this result.

8.2 Customer will not take any action that may infringe Dresser Shanghai's intellectual property rights and will not obtain any rights to such products, software or services or Dresser Shanghai's confidential information except as expressly granted by Dresser Shanghai.

8.3 **The prerequisites for Dresser Shanghai to indemnify the customer from rightful claims of third parties that the Equipment infringes any utility patent of the PRC include: (i) customer promptly notifies Dresser Shanghai in writing of any such claim; (ii) customer makes no admission of liability and does not take any position adverse to Dresser Shanghai regarding such claim and gives Dresser Shanghai authority to direct and control all defense, settlement and compromise negotiations; and (iii) customer provides Dresser Shanghai with full disclosure and assistance that may be reasonably required to defend any such claim. The customer shall generally be responsible for compliance of the Equipment with all laws and regulations applicable in the PRC regarding the use of the Equipment delivered by Dresser Shanghai.**

8.4 **Dresser Shanghai, or any of its affiliates, shall have no obligation or liability with respect to any claim based upon: (i) any Equipment that have been altered, modified, or revised; (ii) the combination, operation, or use of any Equipment with other products when such combination is part of any allegedly infringing subject matter; (iii) failure of customer to implement any update provided by Dresser Shanghai or its affiliates that would have prevented the claim; (iv) unauthorized use of Equipment, including without limitation a breach of the provisions of the contracts with customers and/or the Sales Document; (v) drawings or other information provided by the customer; or (vi) Equipment made to customer's specifications.**

8.5 Should any Equipment become the subject of a claim, Dresser Shanghai may at its option: (i) procure for customer the right to continue using the Equipment, or portion thereof; (ii) modify or replace it in whole or in part to make it non-infringing; or (iii) failing (i) or (ii), take back Equipment and refund any fees received by Dresser Shanghai attributable to the infringing Equipment.

8.6 Customer agrees that Dresser Shanghai may create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and

客户不得采取任何可能侵犯德莱赛上海知识产权的行为，除非德莱赛上海明确授权，否则客户不得获得任何有关产品、软件、服务或德莱赛上海保密信息的权利。

对于第三方提出的设备侵犯任何中国实用新型专利的正当索赔，德莱赛上海赔偿客户的前提条件包括：(i) 客户应立即书面通知德莱赛上海任何该等索赔；(ii) 客户不承认责任，不采取任何不利于德莱赛上海关于该等索赔的立场，并授权德莱赛上海指导和控制所有抗辩、和解和妥协谈判；及 (iii) 客户向德莱赛上海提供抗辩任何该等索赔所合理要求的全部信息披露和协助。客户应总体上负责使设备符合中国有关使用德莱赛上海所交付设备的所有适用法律法规。

德莱赛上海或其任何关联方对基于以下原因提出的任何索赔不承担任何义务或责任：(i) 任何被改动、修改或变更的设备；(ii) 任何设备与其他产品的组合、共同操作或共同使用，而该组合是任何被指控侵权标的的组成部分；(iii) 客户未实施由德莱赛上海或其关联方提供的本可防止发生索赔的更新；(iv) 对设备的未经授权使用，包括但不限于违反与客户签订的合同和/或销售文件的规定；(v) 客户提供的图纸或其他信息；或(vi) 根据客户规格制造的设备。

如果任何设备成为索赔对象，德莱赛上海可选择：(i) 为客户取得继续使用该设备或其部分的权利；(ii) 修改或替换全部或部分设备，使其不再侵权；或 (iii) 如果(i)或(ii)不可行，收回设备并退还德莱赛上海就该侵权设备收取的任何费用。

客户同意德莱赛上海可以创建、接收、维护、传输和以其他方式访问定期收集的机器、技术、系统、使用和相关信息，包括但不限于有关客户产

related information, including, but not limited to, information about customer's products, services, systems and software, that is gathered periodically to facilitate the provision of Equipment, other support, consulting, training and other services to customer (if any), and to verify compliance with the terms of the contracts with customers and/or the Sales Document. Dresser Shanghai and its affiliates may use such information to provide, develop or improve their Equipment and/or services.

9. Liability

9.1 The total liability of Dresser Shanghai and its affiliates arising from or in connection with the Sales Document (including these GTC), including but not limited to claims for breach of contract, negligence, or other tortious actions, shall be limited in each case to the total value of the respective Equipment giving rise to such claim. The Dresser Shanghai and any of its affiliates shall have no liability for advice or assistance gratuitously provided but not required pursuant to the Sales Document. All liabilities of Dresser Shanghai and its affiliates shall terminate at the end of the relevant Warranty Period.

9.2 Nothing in these GTC shall limit or exclude Dresser Shanghai's liability for:

- (a) gross negligence or intent;
- (b) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (c) fraud or fraudulent misrepresentation; or
- (d) any matter in respect of which it would be unlawful for Dresser Shanghai to exclude or restrict its liability.

9.3 To the maximum extent permitted by the laws of the PRC, Dresser Shanghai is not liable for any kind of additional compensation apart from that expressly mentioned in the Sales Document and in any event every liability of Dresser Shanghai for all kind of indirect, special, punitive or consequential damages (e.g., loss of profit, loss of use, etc.) is expressly excluded.

9.4 Insofar as Dresser Shanghai's liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of Dresser Shanghai's bodies, legal representatives, employees, staff and vicarious agents.

10. Other contract documents

The provision of software or services referred to in a contract with customer or Sales Document shall be governed by a separate written agreement.

品、服务、系统和软件的信息，以便利向客户提供设备、其他支持、咨询、培训和其他服务（如有），以及核实对客户合同和/或销售文件条款的遵守情况。德莱赛上海及其关联方可能会使用该等信息提供、开发或改进其设备和/或服务。

责任

德莱赛上海及其关联方因销售文件（包括本销售条款）引起的或与之相关的全部责任，包括但不限于对违约、过失或其他侵权行为的索赔，在每种情况下应限于引起该索赔的相关设备的总价值。德莱赛上海及其任何关联方对无偿提供的并非销售文件要求的建议或协助不承担任何责任。德莱赛上海及其关联方的所有责任应在相关保修期结束时终止。

本销售条款的任何规定均不限制或排除德莱赛上海对以下情况的责任：

- 因重大过失或故意造成的责任；
- 因其过失或其员工、代理或分包商（如适用）的过失造成的人员伤亡；

欺诈或欺诈性虚假陈述；或
德莱赛上海如进行责任排除或限制将违反法律规定的行为。

在中国法律允许的最大范围内，除销售文件中明确提及的赔偿外，德莱赛上海不承担任何形式的额外赔偿责任，且在任何情况下，明确排除德莱赛上海对所有间接的、特殊的、惩罚性的或后果性的损害（如利润损失、使用损失等）的责任。

在德莱赛上海的责任根据上述规定被免除或限制的范围之内，德莱赛上海的机构、法定代表人（人）、雇员、员工和代理人的个人责任也同样被免除或限制。

其他合同文件

与客户签订的合同或销售文件中提及的软件或服务的提供应适用单独的书面协议。

11. Applicable law and dispute resolution

- 11.1 The formation of the Sales Document, its validity, interpretation, execution and settlement of the disputes shall be governed exclusively by the law of People's Republic of China. The UN Convention on Contracts for the International Sale of Goods (CISG) and other international uniform law shall not apply. Any claims of a non-contractual nature in connection with these GTC or the contractual relationship shall also be governed exclusively by the laws of the PRC.
- 11.2 In case of any dispute, controversy or claim ("Dispute") arising directly or indirectly from or in connection with these GTC, such Dispute shall be exclusively submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Centre (the "SHIAC") in Shanghai in accordance with its then effective arbitration rules and procedures. The seat of the arbitration shall be Shanghai, PRC. The arbitration award shall be final and binding to the relevant parties.
- 11.3 The original version of these GTC is written in English. If these GTC are translated into another language for the better understanding of the customer or to comply with legal requirements and if there are discrepancies between the English text and the text in the foreign language, the English version shall prevail.

12. Declarations and acknowledgements

- 12.1 The customer hereby acknowledges and declares that:
- (a) It has already received and read these GTC and fully understands their content;
- (b) As an integral part of the Sales Documents, the customer fully agrees and shall strictly abide by the provisions of these GTC;
- (c) These GTC prevail over any other general terms and conditions on the same subject matter; and
- (d) If there is any conflict between the provisions under these GTC and that under a Sales Documents, the relevant provisions under the Sales Documents shall prevail.
- 12.2 **The customer further confirms that Dresser Shanghai has drawn the customer's attention in a reasonable manner to all provisions in these GTC in which the customer might have a major interest, in particular the provisions in bold and underlined. Upon the customer's inquiries, Dresser Shanghai has made the relevant explanations to the customer to the customer's full satisfaction.**

适用法律和争议解决

销售文件的订立、有效性、解释、执行和争议的解决均应完全适用中华人民共和国法律。不适用《联合国国际货物销售合同公约》（CISG）及其他国际统一法。与本销售条款或合同关系相关的任何非合同性质的权利主张也应完全适用中国法律。

因本销售条款直接或间接引起的或与本销售条款有关的任何争议、纠纷或索赔（“争议”），应仅提交上海国际经济贸易仲裁委员会/上海国际仲裁中心（“SHIAC”），根据其届时有效的仲裁规则和程序通过仲裁解决。仲裁地为中国上海。仲裁裁决为终局的，且对相关各方均有约束力。

本销售条款的原文为英文。如果为了让客户更好地理解或为了符合法律要求而将本销售条款翻译成其他语言，则如果英文文本与外文文本之间存在差异，应以英文文本为准。

声明和确认

客户特此确认并声明：

已收到并阅读本销售条款，完全理解其内容；

作为销售文件的组成部分，客户完全同意并应严格遵守本销售条款的规定；

本销售条款和条件优先于关于同一主题的任何其他通用条款和条件；及

如果本销售条款的规定与销售文件的规定发生冲突，应以销售文件的相关规定为准。

客户进一步确认，德莱赛上海已以合理的方式提请客户注意本销售条款中所有可能与客户有重大利害关系的规定，尤其是以粗体和下划线标示的规定。经客户询问，德莱赛上海已向客户做出相关解释，并使客户完全满意。