



SERVICE TERMS AND CONDITIONS

服务条款与条件

NOTICE: These General Service terms and conditions (the "STC") shall unless otherwise agreed in writing, apply to all Works or Services (collectively the "Services") performed by any authorized member, agent or service representatives of Cryostar Cryogenic Equipments (Hangzhou) Co. Ltd (hereinafter "Cryostar") during consulting, supervision of erection, installation, start-up, inspection, repair or maintenance, remote services with regard to equipment (such as pumps, turbines, compressors) previously manufactured and sold by Cryostar or any of its affiliated companies (the "Goods").

注：除另有书面约定外，本一般服务条款与条件（“STC”）适用于科莱斯达低温设备（杭州）有限公司（以下简称“Cryostar”）的授权成员、代理或服务代表履行的所有工程或服务（统称“服务”），包括就Cryostar或其任何附属公司之前制造并销售的设备（例如泵、膨胀机、压缩机）（“货物”）所提供的咨询服务、有关安装 / 启动 / 检测 / 维修或维护的指导服务、远程服务。

These STC plus the additional Cryostar's General Sales conditions shall be an integral part of any Purchase Order (the "Order") assigned by the beneficiary of the Services (the "Client") to Cryostar.

本STC连同附加的Cryostar的一般销售条款构成服务受益人（“委托人”）向Cryostar下达的采购订单（“订单”）的组成部分。

Except for any other terms and conditions of Cryostar and/or the Client (that are expressly agreed upon in writing by Cryostar), none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except as revised in writing by Cryostar and all orders for the Services received by Cryostar shall be governed only by the terms and conditions contained herein, plus the additional Cryostar's General Sales conditions, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Client.

除Cryostar的其他条款与条件和/或Cryostar以书面形式明确同意的委托人的其他条款与条件外，不得增补、修订、取代或以其他形式更改本服务条款与条件，除非由Cryostar以书面形式修改，并且Cryostar收到的所有服务订单仅受本服务条款与条件和附加的Cryostar的一般销售条款的管辖，尽管可以在客户发出的采购订单，发布订单或其他表中找到别的条款和条件。

These terms and conditions are effective as of the date published on this bulletin and are subject to change without prior notification.

本条款与条件自公告公布之日起生效，如有变更，恕不另行通知。

This document shall take precedence over any conflicting terms and conditions submitted by the Client, unless otherwise agreed to in writing by Cryostar.

除Cryostar另有书面同意外，本文件应优先于委托人提交的任何有冲突的条款与条件。

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CRYOSTAR Service Terms and Conditions

科莱斯达服务条款与条件

1. CATEGORIES/ RATES

1. 类别/费率

Refer to attached document: service rates for process equipment or service rate for distribution pump.

参考附件：流程设备服务费率或输送泵服务费率。

2. RATE DEFINITION

2. 费率定义

Refer to attached document: service rates for process equipment or service rate for distribution pump.

参考附件：流程设备服务价格或输送泵服务价格。

3. PAYMENT

3. 付款

Cryostar offers no discount periods and all payments are payable at sight. Failure of the Client's representative to sign time sheets of the CSC's representative shall not preclude payment for services rendered. CSC reserves the right to require the implementation of down and interim payment(s) to the extent the value of the work order is equal to or in excess of 200,000 RMB (two hundred thousand Chinese Yuan Renminbis) or equivalent. Notwithstanding the foregoing, CSC also reserves the right to issue quarterly invoices to the Client for payment of the value of the Works performed during the last three (3) months, and Client expressly agrees to the prompt payment of such invoices for the performed Works, without prejudice to any down and/or interim payment(s).

Cryostar 不提供折扣期限，所有付款为见票即付。委托人代表未能签署 CSC 代表时间表不得妨碍所提供服务的付款。如果工作订单价值等于或大于 200,000RMB（二十万人民币）或等值货币时，CSC 有权要求执行定金和分期付款。尽管已有前述规定，CSC 仍保留按季度向委托人开具发票的权利，以支付在过去三（3）个月内完成的工程的价款，同时委托人明确同意在不影响头期款和/或期中付款的情况下，及时支付已完成工程的发票。

Calculation of rates:

费率计算：

Billable days are calculated from the day the technician departs Cryostar until the day the technician returns to Cryostar including weekends and Holidays (portal to portal) or from the time the Cryostar representative spend for Remote Services (as defined in Annex A) including time to get the connection with the Client and any interruption.

可开票日期按技术人员离开Cryostar之日到技术人员返回Cryostar之日进行计算，包括周末和节假日（门户到门户），或按Cryostar代表提供远程服务（见附件A的定义）所花费的时间进行计算，包括与委托人取得联络及任何中断的时间。

A. Standard Rate – This rate applies to time worked during a normal 8-hour day, Monday through Friday except holidays.

A. 标准费率—本费率适用于周一至周五，每天正常8小时的工作时间，节假日除外。

B. Overtime Rate – This rate applies to the first 4 hours worked in excess of the normal 8 hour period during which the Standard Rate applies and the first 12 hours on Saturday.

B. 加班费率—正常8小时的工作时间适用标准费率，而超出本8小时所工作的前4个小时以及周六工作的前12个小时适用本费率。

C. Holiday Rate – This rate applies to time worked in excess of 12 hours in any given work day during which the Standard Rate applies, hours in excess of 12 hours on Saturday, and all hours worked on Sunday or Client observed holidays.

C. 节假日费率—任何给定工作日内超出12小时的工作时间、超出周六12个小时的工时数以及周日或委托人所休节假日工作的所有工时适用本费率

D. Client observed holidays include the bank holidays which apply in the Province where Cryostar is established.

D. 委托人所休节假日包括Cryostar所在省份适用的银行假日。



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E. Between two (2) days, a minimum of eleven (11) hours of rest is required. After fifteen (15) consecutive work days, a rest day will be given.

E. 每二（2）天之间，最少需要休息十一（11）个小时。连续十五（15）个工作日后，将休息一天。

F. Receipts will be provided only when charged at cost +10%; otherwise the flat rate will be charged, with no receipts.

F. 仅在按成本+10%进行收费时才会提供收据；否则，将按统一费率收费，且不提供收据。

4. CLIENT OBLIGATIONS

4. 委托人义务

A. The Client shall provide all required labour, supervision, equipment, materials, tools, utilities, supplies and parts necessary for the efficient performance of the Services

A. 委托人应提供有效履行服务所需要的人工、监理、设备、材料、工具、公共设施、用品和零部件。

B. The Client shall issue a written purchase order (the "Order") making reference to this document in order to dispatch Cryostar personnel to site. The order must be amendable as actual work time and expenses may vary.

B. 为了派遣Cryostar人员到达现场，委托人将参照本文件发出书面采购订单（“订单”）。订单必须是能够按实际工作时间进行修改的，且费用也是可变更的。

C. Cryostar must be notified two weeks in advance of any planned service intervention. The site intervention request form must be filled prior to any intervention.

C. 如按计划需要现场服务，必须提前两周通知Cryostar。现场服务需求表格必须在提前填写。

5. BILLABLE CHARGES

5. 可开票收费

A. Time worked by the Cryostar representative shall be billed in accordance with the Rates and Rate Definition set forth above.

A. Cryostar代表的工作时间应根据上述的费率和费率定义予以开票。

B. Standby Time – Any time the Cryostar representative is available to work, Monday through Sunday up to a maximum 8 hours per day, will be regarded as time actually worked, even though his services are not actually utilized. Standby

B. 等待时间 - Cryostar代表从周一至周日可用于工作的任何时间，每天最多8小时，将视为实际工作时间，尽管实际上并没有使用他的服务：等待。

Time will be billed at the Standard Rate. It should be noted that Standby time is defined as time during which Cryostar is available for work but is not working because of circumstances beyond the control of Cryostar, such as but not limited to loss of communication, work permit preparation or by directions of the Client (pressurization, mechanical works,...).

等待时间将按标准费率开票。值得注意的是等待时间定义为Cryostar代表可用于工作，而实际无法工作的时间：由于超出Cryostar控制的情形，例如，但不限于，缺乏沟通、工作许可准备或委托人的指示（系统试压、机械工程.....）。

C. Travel Time – Time spent by the Cryostar representative in transit to and from the site or in relation to travel preparations shall be billed per the Standard Rate.

C. 差旅时间 - Cryostar代表来往现场，或就差旅准备所花费的时间，该时间应根据标准费率进行开票。

D. Cancellation or postponement of services previously arranged, without a two (2) business days' prior notification, will be subject to the reimbursement to Cryostar for all expenses incurred at cost + 10%.

D. 未提前两（2）个营业日发出通知便取消或延迟事先安排好的服务的，应按成本+10%，补偿Cryostar产生的所有费用。

6. WORKING CONDITIONS (site intervention)

6. 工作条件（现场服务）

The Client shall maintain safe working conditions at the work site.

委托人应保持工作场地具备安全的工作条件。



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The Client shall timely advise Cryostar in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site. Without limiting the Client's responsibilities under this Clause 4, Cryostar has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

委托人应及时以书面形式将适用于工作现场的所有健康、安全、防护和环境要求程序和说明告知 Cryostar。在不限制如上第 4 条载明的委托人责任的前提下, Cryostar 有权利, 但无义务不时审查、检测工地适用的健康、安全、防护和环境的文件、程序和条件。

For any Services performed when the temperature is above 35°C, a break every 2 hours must be respected with access to drinks as well as an air conditioned room. For any Services performed when the temperature is below -10°C a break every 2 hours must be respected with access to warm drinks as well as a heated room.

如在履行服务时气温达到 35°C 以上, 则必须每 2 个小时休息一次, 并提供饮品和空调房。如在履行服务时气温低于-10°C, 则必须每 2 个小时休息一次, 并提供热饮和暖气房。

Cryostar reserves the right, at its sole and absolute discretion, and without any liability whatsoever, to remove from the job site any of its service representatives or workers which have been assigned to the performance of the Services, when: 如出现如下情况, Cryostar 可全权决定撤离其委派来履行服务的服务代表或工人, 而不承担任何责任:

i) The Client fails to comply with its obligations set forth in this Article 4;

i) 委托人未履行如上面第 4 条载明的义务;

ii) The Client fails to comply with the applicable laws related to health, safety and environment, including but not limited to the laws and regulations on occupational health and safety being applicable and

enforceable in the location where the Works are performed; and/or

ii) 委托人未遵守健康、安全和环境相关的适用法律, 包括但不限于工程履行所在地适用且可执行的职业健康和安全的法律和法规; 和/或

iii) The health and security conditions are likely to put Cryostar's personnel at risk,

iii) 健康和状况可能会将 Cryostar 员工置于风险中,

iv) The physical integrity and/or safety of the workers assigned by Cryostar to perform the Services is endangered by circumstances, which are not attributable to Cryostar's acts, omissions, fault or negligence, and/or,

iv) 非 Cryostar 的行为、疏忽、过错或过失原因致使 Cryostar 委派来履行服务的工人的身体健康和/或安全处于危险中, 和/或,

The agreed schedule for the performance of the Services shall therefore be extended accordingly. 约定的服务履行计划应因此而相应延期。

Considering the social and political situation in the country of work site and the potential threats on the health and security of persons, Cryostar may, in addition to other rights or remedies available to it, decide not to delegate or to immediately evacuate some or all of its personnel, temporary workers or other sub-contractors, from the work site, repatriate any of its employees, temporary workers or other sub-contractors for services to be performed at the work site, or otherwise in the country of Site, and/or remotely perform the Services. Any such occurrence shall be considered an excusable event without any liability to Cryostar. The Client shall reasonably assist Cryostar in any such evacuation and/or repatriation.

鉴于工地所在国家的社会和政治局势以及对人身健康和安全的潜在威胁, 除可获取的其他权利或补救措施外, Cryostar 还可决定不予选派或直接撤离工地上的全部或部分员工、临时工或其他分包商, 遣返拟在工



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地履行服务或以其他原因居留工地所在国家，和/或远程履行服务的员工、临时工或其他分包商。此事件应视为可谅解事件，Cryostar 不承担任何责任。委托人应合理协助 Cryostar 执行此撤离和/或遣返。

The Client represents and warrants to Cryostar and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to Cryostar's representative in connection with the Services rendered in connection with the Order and all products and equipment serviced or otherwise worked on by Cryostar's representatives in connection with the Order, shall at all times be free of Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of Cryostar's representatives. In the event that the Client is in breach of any such representation, warranty or covenant, Cryostar may immediately cease performance under the Order and the Client shall be liable for the full amount of the fees due under the Order for all services provided through the date of such termination, and any additional costs incurred by Cryostar and arising directly or indirectly from such suspension of performance. The foregoing remains without prejudice to any claims for death, disease or injury of any Cryostar's personnel due to exposure to Hazardous Materials and/or contaminated substances, elements or waste of any kind.

委托人向 Cryostar 陈述和担保，并同意确保工地、周围环境，以及为了履行订单中的服务而提供或以其他方式供 Cryostar 代表使用的所有设备始终没有危险材料和/或任何类型的受污染物质、元素或废弃物；该物质、元素或废弃物受适用法律法规的限制，且不危害 Cryostar 代表的健康或安全。如委托人违反此陈述、担保或协议，Cryostar 可立即终止履行订单，且委托人负责承担订单中就此终止之日前已提供的所有服务而应付的所有费用，以及 Cryostar 产生的以及此暂停履约而直接或间接产生的任何额外成本。如

上规定不影响因暴露于危险材料和/或任何类型的受污染物质、元素或废弃物中导致 Cryostar 员工死亡、疾病或伤害而提起的索赔。

7. TRAVEL EXPENSES

7. 差旅费用

A. Airfare shall be Coach or Economy class for all domestic and international daytime travel less than five (5) hours. Required overnight travel and flights in excess of five (5) hours shall be booked in Business class or equivalent.

A. 对于少于五（5）小时的所有国内和国际日间旅行，机票应为经济舱。所需的过夜旅行且超过五（5）小时的航班应预订商务舱或同等舱位。

B. An equitable division of travel time and expenses will be made when the Cryostar representative goes from one assignment to another before returning to his headquarters.

B. 如 Cryostar 代表在返回其总部前，从一个任务转到另一个任务，将对差旅时间和费用进行公平分配。

C. Assignments will not exceed sixty (60) days of service. Rotation of personnel will be at Client's expense. Expenses include air, railroad, taxi, automobile, and related cost which may include gas, tolls, or other expenses incurred.

C. 委派的服务期限不超过六十（60）天。人员轮换将由客户承担费用，该费用包括乘坐飞机、火车、出租车、汽车的费用及相关费用，包括加气费、过路费或其他已发生的费用。

8. WARRANTY (Intervention site)

8. 担保（现场服务）

A. Warranty terms for the Goods will be strictly adhered to (refer to GSC or agreed sale contract terms). The Services performed by Cryostar on the Goods shall not amend or nullify the warranty already granted by Cryostar to the Client on the said Goods in accordance with the Goods' sales contract.

A. 严格遵守货物的担保条款（参见 GSC（一般销售条款）或约定的销售合同条款）。Cryostar 在货物上



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提供的服务不应修改或取消“根据货物销售合同 Cryostar 已就该货物向客户提供的担保”。

B. Determination of warranty claim validity will be done by Cryostar management and not by the representative. Any decision made by the representative will not be binding upon Cryostar.

B. 保修索赔有效性将由 Cryostar 管理层确定，而非由现场代表确定。现场代表的任何决定对 Cryostar 均不具有约束力。

C. Labour associated with Services shall be subject to a 90 days' warranty, starting from the date of achievement of the Services by Cryostar. In no event shall Cryostar be liable for indirect, special, incidental or consequential damages.

C. 自Cryostar完成服务之日起，与服务相关的人工享有90天的保修期。在任何情况下，Cryostar均不对间接性、特殊性、附带性或后果性损害负责。

Cryostar's service rate will apply for waiting time & travel time to attain the location of the Goods. Travel expenses to and from the location of the Goods shall be invoiced.

Cryostar 的服务费率适用于为抵达货物地点所花费的等待时间和差旅时间。往返货物地点的差旅费用应开具发票。

D. Labour associated with Services performed in house (Cryostar's premises, or any other places deemed relevant to Cryostar) shall be subject to a 180 days' warranty, starting from the date of achievement of the Services by Cryostar.

D. Cryostar 车间内（Cryostar 的营业场所或视为与 Cryostar 相关的其他场所）履行的服务相关的人工享有 180 天的保修期，自 Cryostar 完成服务之日起算。

E. All other warranty terms and conditions shall be as per the GSC (as defined herein below).

E. 所有其他担保条款与条件应按一般销售条款（见如下定义）执行。

F) Cryostar DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES. THE REMEDIES OF THE CLIENT ARE EXCLUSIVE AND IN LIEU OF ANY ADDITIONAL WARRANTIES, GUARANTEES OR

REPRESENTATIONS AVAILABLE AT LAW OR IN EQUITY. Cryostar SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES FOR THE GOODS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

F. Cryostar 不对服务做出其他任何明示或暗示的担保。委托人的补救措施是专有的，并代替法律或其他方式提供的任何其他保证，担保或代表。Cryostar 特别否认对商品的所有暗示性担保，包括对任何特定目的适销性和适用性的担保。

9. TAXES

9. 税项

Prices are NET OF ALL TAXES. All prices quoted in the offer and submitted by Cryostar are net and exclude taxes, duties and similar assessments which are payable in addition as applicable.

报价不含任何税款。Cryostar 提交的报价单中所报的所有价格均不含额外应付的适当税款、关税和类似税项。

Cryostar shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharges, fees whatsoever arising now or in the future out of or in connection with the Contract outside the country of Site and/or of Client. Cryostar 承担并应立即支付所有税款：包括所得税/公司税、关税、进口税，包括当前或未来在现场和/或委托人国家境外由合同产生或与合同相关的任何类型的附加费和费用。

Client shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever, arising now or in the future out of or in connection with the Contract inside the country of Site and/or of Client.

委托人承担并应立即支付所有税款：包括所得税/公司税、关税、进口税，包括当前或未来在现场和/或委托人国家境内由合同产生或与合同相关的任何类型



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的附加费、费用（包括签署合同征收的印花税）、银行手续费。

If, notwithstanding the foregoing, any such taxes including sales, value added, income/corporate, withholding taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever will be imposed on Cryostar and/or Cryostar's personnel, Client shall hold Cryostar and/or Cryostar's personnel indemnified and harmless against any such claims and shall pay any such taxes including income/corporate taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever in the name and on behalf of Cryostar and/or Cryostar's personnel to the respective organizations and authorities, or, if paid by Cryostar, Client shall reimburse Cryostar such sums.

尽管有如上规定，如向 Cryostar 和/或 Cryostar 员工征收此税款，包括销售税、增值税、所得税/公司税、预扣税、关税、进口税，包括任何类型的附加费、费用（包括签署合同征收的印花税）、银行手续费，委托人应赔偿并保护 Cryostar 和/或 Cryostar 员工不受此索赔的伤害，且应以 Cryostar 和/或 Cryostar 员工的名义代为向各机构支付此税款，包括所得税/公司税、关税、进口税，或者，如由 Cryostar 支付，委托人应向 Cryostar 补偿此费用。

10. FORCE MAJEURE

10. 不可抗力

As per the GSC (as defined below).

见一般销售条款（见如下定义）

In case of force majeure Cryostar reserves the right to postpone the performance of the order, to refuse its terms or to repatriate the technician. The same terms apply for sensitive area and for countries under embargo. If the Services cannot be started as agreed due to reasons attributable to the Client or is interrupted by Force Majeure or for other reasons not attributable to Cryostar, the costs for maintaining personnel at or near the work site (including, without

limitation, wages and lodging) shall be borne by the Client. All expenses in relation to such withdrawal and/or subsequent return shall be borne by the Client.

如发生不可抗力，Cryostar 保留延迟履行订单，拒绝订单条款或遣返技术人员的权利。相同条款还适用于敏感地区和禁运国家。如因委托人原因，无法如约启动服务，或该服务因不可抗力或其他非 Cryostar 原因而中断，则将由委托人承担将员工留在工地或工地附近的成本（包括但不限于工资和住宿费）。此撤离和/或后续遣返相关的所有费用由委托人承担。

11. SOFTWARE PROVISION

11. 软件提供

If software material is provided under the Order, Client is granted a non-exclusive, royalty free licence only for Client's use of Cryostar's software provided with Cryostar's system. Under this licence Client may: (a) Use Cryostar's software with Cryostar's system provided; (b) Copy Cryostar's software into any machine readable or printed form for back up in support of Client's use of Cryostar's software on Cryostar's system provided; (c) Create one additional copy of the software for archival purposes only.

如按订单提供软件材料，委托人将获得一个非排他性、无版权费的许可，该许可仅可由委托人用于随 Cryostar 的系统所提供的 Cryostar 的软件。本许可下，委托人可：（a）使用随 Cryostar 的系统所提供的 Cryostar 的软件；（b）将 Cryostar 的软件复制到可读取或打印的机器中，以作备份，从而支持委托人在 Cryostar 提供的系统上使用 Cryostar 的软件；（c）创建软件的其他副本，仅用作归档。

12. LIABILITY & INDEMNITY

12. 责任与赔偿

A) REGARDLESS OF THE LEGAL THEORY (FOR EXAMPLE, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, ETC.), IN NO EVENT SHALL CSC BE LIABLE FOR SPECIAL, LIQUIDATED, INDIRECT,



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INCIDENTAL, PUNITIVE, EXEMPLARY, OR ANY CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS, INCLUDING ANY LOSS OF BUSINESS, PRODUCTION OR PROFITS.

A) 不论是否基于法律理论（例如，违反合同或保证、疏忽、严格责任等），在任何情况下，CSC 均不会对特殊、已偿付、间接、偶然、惩罚性、示范性或任何后果性损害或经济损失，包括任何经营、生产或利润损失负责。

B) CSC'S TOTAL AND AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE PURCHASE ORDER SHALL UNDER NO CIRCUMSTANCES EXCEED TEN (10) PERCENT OF THE PURCHASE ORDER PRICE.

B) CSC 在订购单下的或与订购单相关的全部和累积责任在任何情况下都不超过订购单价格的百分之十（10%）。

C) TO THE FULLEST EXTENT OF THE LAW, CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CSC, ITS ASSIGNS, SUCCESSORS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LOSS, COSTS, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THE WORKS OR ANY SERVICES CONTEMPLATED BY THE PURCHASE ORDER.

C) 委托人将从法律最大程度上保护 CSC、其受让人、继承人人员、雇员、代理人、代表、顾问和承包商，使其免于受任何和所有损失、代价、索赔、诉因、惩罚、罚款、损害赔偿、债权、费用（包括律师费）或由工程或订购单计划的任何服务引起的、产生的或有关的责任。

13. APPLICABLE LAW & DISPUTE RESOLUTION

13. 适用法律与争议解决

A) Applicable Law

A) 适用法律

The STC shall be governed by and construed (i) if the Client is located within China in accordance with Chinese law; and (ii) if the Client is located outside China in accordance with the laws of Singapore, excluding under both hypotheses the 1980 United Nations Convention on Contracts for the International Sale of Goods.

(i) 如果委托人位于中国，那么服务条款和条件应受中国法律管辖，并依据中国法律解释；(ii) 如果委托人位于中国以外的其他国家，那么服务条款和条件应受新加坡法律管辖，并依据新加坡法律解释，不包括依据《1980 年联合国国际货物销售合同公约》假设。

B) Dispute Resolution

B) 争议解决

All disputes arising between the parties out of or in connection with the present STC which cannot be settled amicably within a reasonable time period, shall (i) if the Client is located within China be submitted to China International Economic and Trade Arbitration Commission in Beijing, China for arbitration under the Commission's arbitration rules; and (ii) if the Client is located outside China be submitted to the Singapore International Arbitration Centre (SIAC) under the SIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The Arbitration shall be held (i) if the Client is located within China in Beijing, in the English language and (ii) if the Client is located outside China in Singapore, in the English language. The arbitrators' decision shall be final and binding on both parties.

双方之间因现有服务条款与条件而产生或与现有服务条款与条件有关发生的任何争议不能在合理时间周期内友好解决时，(i) 如果委托人位于中国，则应将争议提交给中国北京中国国际经济与贸易仲裁委员会依据委员会的仲裁规则进行仲裁；(ii) 如果委托人位于中国以外的其他国家，则争议将提交给新加坡国际仲裁中心（SIAC）依据仲裁通知提交时有效的 SIAC 管理仲裁规则进行仲裁。(i) 如果委托人位于中国，



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仲裁地应在北京，仲裁语言为英语；（ii）如果委托人位于中国以外的其他国家，仲裁地应在新加坡，仲裁语言应为英语。仲裁员的决定为最终决定，对合同双方均有约束力。

14. **INSURANCE**

14. **保险**

Client shall at its own expense take out and maintain in effect an adequate Erection All Risk (EAR) insurance, meeting at least best international terms and conditions with a financially strong and reputable insurance company, covering physical loss or damage to the Goods at the Site, occurring prior to acceptance of the Goods, followed by an Extended Maintenance Coverage insuring also activities of Cryostar, or its subcontractors or sub-suppliers, while they are at the Site for the purpose of complying with its obligations under the Order. Such insurance policy shall be primary and shall name Cryostar, its subcontractors, sub suppliers and their personnel, as well as all parties involved as additional insureds and all insurer's rights of subrogation against such additional insureds and their insurer for losses or claims arising out of the performance of the Order shall be waived under such policy. Any claim which might be put forward against Cryostar and/or its sub-contractors and/or its sub-suppliers and/or their personnel shall be covered by this insurance, and their liability shall not exceed the coverage of this insurance. The deductible of such EAR insurance shall be set not higher than 50.000,00 Euros or equivalent in RMB per occurrence and if a loss or damage has been caused by Cryostar, the liability of Cryostar shall be limited hereto.

委托人应自费向财力雄厚且信誉良好的保险公司购买安装工程一切险，并保持其有效性，该保险应至少满足国际最佳条款与条件，承保货物验收前货物在工地上发生的实际灭失或毁损，该保险附有一份扩展维护保险，同时承保 Cryostar 或其分包商或分供商在工地履行其在订单下义务的活动。此保险单应为主险单，并将 Cryostar、其分包商、分供商及其员工以及所有

相关方指定为其他被保险人。承保人放弃对此额外被保险人的代位求偿权以及对履行订单所产生的损失或索赔的权利。本保险承保对 Cryostar 和/或其分包商和/或其分供商和/或其员工提起的索赔，且其责任限额不超过本保险的承保金额。安装工程一切险的免赔额设定为每次事件不超过 50000.00 欧元或同等人民币金额，如 Cryostar 引起损失或损害赔偿，Cryostar 的责任限额仅限于此金额。

IMPORTANT NOTICE:

重要提示:

THESE TERMS AND CONDITIONS CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THESE TERMS AND CONDITIONS

本条款与条件包含赔偿和担保相关条款，该条款表达了双方就本条款与条件引起的索赔相关约定。

It is hereby expressly agreed and understood by both Parties that the General Sales Conditions of Cryostar (the "GSC") (which can be found at the following Internet link: <http://www.Cryostar.com/gsc> or upon written request to Cryostar) shall apply to the work performed by Cryostar under the Order on a *mutatis mutandis, servandis servatis* basis, being ascertained that the stipulations vested in these GSC shall be construed as complementary provisions to these Service Terms & Conditions (the "STC"), without causing any prejudice, contradictions or conflicts to the present conditions.

双方在此明确约定并理解，Cryostar 的一般销售条款（“GSC”）（可登陆以下链接：<http://www.cryostar.com/gsc> 或向 Cryostar 提出书面申请后获取）再经适当调整后，适用于 Cryostar 履行的订单下工程，并确定本 GSC 的规定应解释为本服务条款与条件（“STC”）的补充条款，不会影响现有条款，也不会与现有条款相冲突。



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Should a discrepancy, conflict, or contradiction be created between the GSC and the STC, the STC shall take precedence over the GSC.

如果GSC和STC之间出现差异、冲突或矛盾，应以STC为准。

The Client hereby declares having fully accepted all conditions, and having been in a position to review the STC and the GSC (including the articles related to embargo and denied parties), with the assistance of a legal counsel if needed.

委托人在此声明完全接受全部条款，如有需要可在法律顾问的协助下审核 STC 和 GSC，包括禁运和被拒方相关条款。

Any translation of these STC in any other language (such as Chinese) shall be made for courtesy only, being hereby agreed that the English version shall be the sole governing terms, especially in case of conflict or contradiction with the translated terms.

此服务条款和条件的任何其他语言译本（如汉语）仅为礼貌之用意，双方特此约定英语版本为唯一的指导条款，尤其是与译文条款有冲突或矛盾时。

I have read and agree with the terms and conditions listed above

我方已阅读并同意上述条款与条件。

Customer Signature:

委托人签字:



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Annex A- TERMS AND CONDITIONS FOR REMOTE SERVICES - Specific provisions applicable in case of REMOTE SERVICES

附件 A -远程服务条款与条件-适用于远程服务的具体规定

1. SCOPE

1. 范围

These Specific Terms and Conditions for Remote Services apply to the extent Cryostar provides to the Client Remote Services.

本远程服务的具体条款与条件适用于 Cryostar 向委托人提供的远程服务。

Such Remote Services shall be conditioned upon, and subject to these Specific Terms and Conditions, which shall form an integral part of any order, agreement, understanding or arrangement there for. 此远程服务根据本具体条款与条件进行并受其约束, 该具体条款与条件构成订单及约定、谅解或协议不可分割的部分。

2. PERFORMANCE OF REMOTE SERVICES

2. 远程服务的履行

A. Cryostar provides the Remote Services, with respect to the Goods in accordance with the terms and conditions as stipulated hereunder

A. Cryostar 根据本附件规定的条款与条件就货物提供远程服务。

B. Client shall use its own personnel, to perform the Works and Services in respect of Goods.

B. 委托人应委派其自己的员工履行与货物相关工程和服务。

C. Client shall cooperate fully and to the extent necessary with Cryostar and provide any assistance to Cryostar to ensure that Cryostar is enabled to provide the Remote Services, and Client will, likewise, require its personnel to cooperate fully and to the extent necessary with Cryostar and designate a representative with whom Cryostar may have direct contact.

C. 委托人在必要的范围内全力配合 Cryostar, 并向 Cryostar 提供协助, 以确保 Cryostar 能够提供远程服务, 并且委托人将同样要求其员工在必要的范围内全力配合 Cryostar, 并指定一名代表, 负责与 Cryostar 直接联系。

D. Client acknowledges that, during the course of providing Remote Services, Cryostar may, at its sole discretion, modify, add or remove any feature of the Services from time to time without prior notice or recommend that the Services/ works shall be changed or supplemented.

D. 委托人确认, 在提供远程服务的过程中, Cryostar 可经自行裁定, 不时修改、添加或删除任何服务功能, 而无须事先发出通知, 或建议更改或补充服务/工程。

E. Cryostar shall be entitled to refuse, cancel or suspend any Remote Services if, in Cryostar's opinion, an on-site intervention is necessary.

E. 如 Cryostar 认为有必要执行现场服务, 则 Cryostar 有权拒绝、取消或暂停任何远程服务。

3. CLIENT'S ADDITIONAL OBLIGATIONS

3. 委托人的其他义务

A. Client shall comply with all rules, regulations, recommendations, arising out of the performance of Remote Services and provided for by Cryostar.

A. 委托人应遵守履行远程服务所引起的以及 Cryostar 提出的所有规章、条例、建议。

B. Client shall ensure cooperation and compliance of its employees to all rules, regulations and recommendations provided for by Cryostar.

B. 委托人应确保其员工配合并遵守 Cryostar 提出的所有规章、条例和建议。

D. Client's personnel to be provided and teamed with Cryostar's Representatives during Remote Services shall have all required habilitations and certifications to perform the works and shall be professional suitable, qualified experienced and proficient in the English language

D. 远程服务期间指定与 Cryostar 代表合作的委托人员工应具备履行工程所需的资格和证书, 并且必须是专业的、合格的、有经验的、精通英语的人员。



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E. Cryostar has the right to suspend the performance of the Remote services and its obligations under the Order if it is reasonably clear from the circumstances that Client will not be able to perform its obligations as stated in the Order and these STC. Cryostar shall have the right to require Client to remove forthwith any of Client Personnel who, in the opinion of Cryostar: (1) misconduct themselves; or (2) are incompetent or negligent in the proper performance of their duties; or (3) fail to comply with any of Cryostar's recommendations or persist in any conduct which is contrary to or inconsistent with Cryostar's recommendations.

E. 如根据情形可合理确定委托人无法履行订单和本 STC 中所述的义务, 则 Cryostar 有权暂停履行远程服务及其在订单下的义务。Cryostar 有权要求委托人立即撤销 Cryostar 认为有如下行为的委托人员工的职位: (1) 自身行为不端; 或 (2) 能力不足或粗心大意, 无法适当履行其职责; 或者 (3) 未遵守 Cryostar 的建议, 或持续有违反或不符合 Cryostar 建议的行为。

F. Provision of the Remote Services by Cryostar shall not require any access to the Client's information technology environment and computer systems, and, therefore, Cryostar shall not be liable for, and the Client hereby releases Cryostar from, any claim of unauthorized access to the Client's information technology environment, or for unauthorized access to, or alteration, theft or destruction of the Client's or any third party's data files, programs, procedures or information through accident, intentional misconduct, or any other method, or for violation of the Client's network security policies and security violation response procedures, network security or security incidents, design or comprehensiveness of any security program or any security services including those provided by other providers or professionals chosen by the Client.

F. Cryostar 提供的远程服务无需进入委托人的信息技术环境和计算机系统, 因此, 如出现随意访问委托人信息技术环境, 或通过意外、故意不法行为或其他方

法随意访问或修改、偷盗或销毁委托人或第三方数据文件、项目、程序或信息而提起的索赔, 或有违反委托人网络安全策略和安全违规回应程序、网络安全或安全事故、安全程序或安全服务的设计或综合性, 包括委托人选择的其他提供商或专家所提供的政策程序的行为, Cryostar 对此无赔偿责任, 且委托人在此免除 Cryostar 的责任。

4. WARRANTY (Remote services)

4. 担保 (远程服务)

A. Cryostar warrants that the Remote Services shall be carried out in a good, workmanlike manner.

A. Cryostar 保证以良好、熟练的方式执行远程服务。

B. Client acknowledges and agrees that the Remote Services are not intended and shall not replace any physical services, intervention, inspections or maintenance of Goods required by applicable law, manual operations, or technical specifications, or recommended by Cryostar regarding use and maintenance recommendations for Goods or as a result of physical inspection.

B. 委托人确认并同意远程服务并非预期服务, 不应取代适用法律、操作手册或技术规范要求的货物实际服务、现场服务、检测或维护, 或 Cryostar 就货物的使用和维护而建议或因实际检测而提出的货物实际服务、现场服务、检测或维护。

Therefore, Cryostar is not providing any warranty herein, express or implied, with respect to the Remote Services and hereby expressly disclaims any warranty, express or implied, with respect to these Remote Services.
因此, Cryostar 不会在本附件中就远程服务提供明确或暗示的担保, 并在此明确否认就本远程服务所做的任何明确或暗示担保。

Cryostar hereby disclaims any liability related to works performed by the Client or its subcontractors, and associated consequences. Cryostar's instructions and advice shall not relieve the Client of responsibility for the technical, proper and efficient management of its installation(s), the Goods and the



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Works for which Cryostar provides assistance and Cryostar shall not be liable.

Cryostar 在此不予承担委托人或其分包商所履行工程的相关责任及相关后果。Cryostar 的说明和建议并不免除委托人对 Cryostar 出于协助目的而提供的设备, 货物和工程进行技术管理、适当和有效管理的责任, 且 Cryostar 对此不承担任何责任。

C. Notwithstanding the foregoing and notwithstanding any provisions in GSC with regard to Cryostar's limitation of liability, Cryostar shall only be responsible for deficiencies related to Remote Services, if it can be proved that such deficiencies are solely and directly attributable to the fact that Cryostar's personnel has acted with Gross Negligence in the course of the Remote Services. Gross Negligence shall in respect of these Conditions be construed as a conscious and voluntary act or omission of a party in reckless disregard of a legal duty which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the other party ("Gross Negligence").

C. 尽管有如上规定, 并且尽管 GSC 中就 Cryostar 的责任限额做出相关规定, Cryostar 应仅对远程服务相关缺陷负责, 但应证明此缺陷完全并且直接归因于 Cryostar 员工在提供远程服务过程中的重大过失。基于本条款, 重大过失应解释为有意识的自觉行为或一方贸然不顾法律职责的疏忽, 该重大过失从根本上, 严重地、大大地违反了勤勉行动方针, 且贸然不顾或漠视对对方造成的直接有害后果 (“重大过失”)

E. Any data relating to the Goods and/or its usage remotely collected and/or processed by Cryostar, and/or any other data provided by Cryostar to the Client shall be created by Cryostar and provided to the Client on "as is" and "as available" basis and without warranties of any kind, express or implied, made in relation to the correctness, accuracy or reliability of such Goods.

E. Cryostar 远程收集和/或处理的货物和/或其用途相关数据, 以及/或者 Cryostar 向委托人提供的其他数据应由 Cryostar 创建, 并在“原样”和“可用”基础上提供给委托人, 并未就此货物的正确性、准确性或可靠性做出任何明确或暗示担保。

F. This warranty clause represents the sole and exclusive warranty given by Cryostar to the Client with respect to the Remote Services, and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose.

F. 本担保条款代表了 Cryostar 就远程服务向委托人做出的唯一、专有担保, 将取代并排除通过法律操作或其他方式产生的其他所有明确或暗示性担保, 包括但不限于适销性或针对特定目的适用性的暗示保证。

5. INTELLECTUAL PROPERTY

5. 知识产权

Nothing contained in these Terms and Conditions or any other agreement or understanding between the Parties shall be construed as transferring from one Party to the other any Intellectual Property Rights.

The Intellectual Property Rights of the Supplier with respect to the Remote Services shall remain the exclusive property of Cryostar.

本条款与条件或双方之间的其他协议或谅解中的任何规定均不得解释为将一方的知识产权转让给另一方。供应商对远程服务享有的知识产权应属于 Cryostar 的专有财产。

Client Signature

委托人签字

_____ Date _____

_____ 日期 _____