

Terms & Conditions of Sale

销售条款

1. **General.** The terms and conditions contained herein, the Warranty Statement as referenced in Section 6 herein, and the Order Acknowledgement issued by CAIRE Medical Technology (Chengdu) Co. Ltd. ("CAIRE"), together with any additional or different terms contained in a proposal, if any, submitted to Buyer by CAIRE (which proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to the subject sale and supersedes all prior communications and agreements. Acceptance by CAIRE of Buyer's order, and/or Buyer's acceptance of CAIRE's proposal is expressly limited to and conditioned upon Buyer's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents supplied by Buyer are hereby expressly rejected. Unless the context otherwise requires, the term "*Equipment*" as used herein includes all goods, equipment, parts, and accessories sold to Buyer by CAIRE. Unless the context otherwise indicates, the term "*Services*" mean labor, supervision and project engineering services provided by CAIRE. As used herein, the term "Buyer" shall include the initial end user of the Equipment and/or the Services.

1. **总则。** 此处的条款及条件，本协议第 6 条提及的质保申明，和慨迩医疗科技（成都）有限公司（以下简称“CAIRE”）提供的定单确认协议，以及建议的任何附加或不同的条款（如果有的话）一并由 CAIRE 提交给买方（该建议应当在存在条款及条件冲突时起支配作用），构成协议方之间就销售问题的全部协议，取代此前所有的沟通和协议。CAIRE 接受的买方订单和/或买方接受 CAIRE 的建议显然受限于买方接受这些条款和条件，除非双方采取书面签署外，不可改变或放弃。买方订购单或其他买方提供的文件中出现的任何附加的、不一致的、不同的条款及条件均不适用。除非上下文另有规定，此处“设备”一词包括 CAIRE 卖给买方的所有货物、设备、零部件和附件。除非另有规定，“服务”一词指 CAIRE 提供的劳动、监管和项目工程服务。此处使用的“买方”一词包括设备和/或服务的最终用户

2. **Payment Terms.** Unless a different payment schedule is agreed to in writing, Payments by Buyer for export sales shall be made in accordance with the following:

For the products made to stock, such as liquid containers: Full payment by T/T prior to shipment, or confirmed, irrevocable letter of credit established in favor of CAIRE on a Chinese bank to be designated by CAIRE.

2. **付款条件。** 除非另有书面同意的付款计划，买方应按照下列规定支付出口销售款项：

对于用于存储的产品，如液体容器：在装运前以电汇方式全额付款，或者经确认，由 CAIRE 指定的中国的银行开立的以 CAIRE 为受益人的不可撤销的信用证。

In any quotation that CAIRE submits to Buyer with respect to the total purchase price and any other payment

that is required to be made by Buyer to CAIRE, CAIRE will quote the total purchase price and such other payment in United States dollars. CAIRE will invoice Buyer in accordance with the payment schedules as set forth herein. If there is any adjustment in the exchange rate between Renminbi and United States dollar due to the Chinese government's action during the period from the quotation date to the invoicing date, Buyer shall bear the risk of any changes so adjusted in the exchange rate during this period unless otherwise agreed upon by CAIRE and Buyer. Notwithstanding any other provisions herein, for any payment hereunder made by Buyer to CAIRE, Buyer agrees that it shall make such payment in accordance with the amount as stated in an invoice issued by CAIRE to Buyer with respect to the Equipment and any other payment. The total purchase price for the Equipment or any other payment hereunder shall be paid in United States dollars. For any payment purpose, CAIRE and Buyer agree that they shall use the exchange rate between Renminbi and one United States dollar that is the medium rate of the interbank foreign exchange market published by the People's Bank of China on the date on which the relevant invoice is issued. Any charges for conversion of United States dollar payment into Renminbi shall be borne by the Buyer. Late payments are subject to a 1.5% late charge per month on the amount overdue. Costs associated with the letter of credit will be to Buyer's account. Performance and delivery schedules originate on receipt of the down payment.

在 CAIRE 向买方提交的任何报价单中关于合同总价和任何买方需要向 CAIRE 支付的其他款项，CAIRE 将以美元作为全部购买价及其他付款的报价。CAIRE 将根据本协议确定的付款计划向买方开具发票。如果由于中国政府在报价日至开票日期间的行为导致人民币与美元之间的汇率有任何调整，买方应承担在此期间汇率调整的任何变动风险，除非 CAIRE 和买方另有协议。不管本协议中的任何其他条款，就买方向 CAIRE 支付本协议项下的任何款项，买方同意根据 CAIRE 向买方所开发票中载明的数额支付设备款和其他款项。设备的全部购买价或本协议下的任何其他付款应当以美元结算。对于任何支付目的，CAIRE 和买方同意使用由中国人民银行在相关发票开票日公布的银行间外汇市场的人民币与美元的中间汇率结算。美元兑换成人民币的费用由买方承担。迟延支付要每月承担逾期支付部分 1.5% 的迟延履行费用。和信用证相关的费用由买方负责。履行和交货计划始于收到首付款。

3. Taxes. All taxes that may be imposed in China by the Chinese government authorities in connection with the transactions contemplated hereby shall be the sole responsibility of the party required by officially published laws and regulations of China to bear such taxes, and if one party has paid any taxes required to be paid by the other party according to such laws and regulations, the party required to pay such taxes shall promptly reimburse the other party after receipt of notice thereof from such party. State, local or value added taxes measured on the price of the Equipment are not included in the price.

3. 税收. 中国政府机关在中国征收的与本协议所涉交易相关的所有税收应由中国法律法规所要求的一方独立承担。如果一方已经支付了根据法律法规应由另一方支付的任何税收，需要支付税收的一方应该在收到该方的书面通知后立即归还给另一方。设备价格中未包含国家、地方或增值税收。

4. Time Limit. All quotations are valid for a period of thirty calendar days unless otherwise stated. If this Agreement is delayed or suspended in whole or in part by Buyer for more than thirty (30) days, pricing shall either be subject to re-negotiation or this Agreement may be deemed cancelled for Buyer's convenience and subject to Section 17 herein, at CAIRE's sole option.

4. 时间限制. 除非另有说明，所有报价有效期为 30 个日历天。如本协议因买方原因全部或部分被延迟或终止超过 30 天，CAIRE 可单方面选择对价格进行重议或视本协议因买方原因自动取消并受本协议第 17 条约束。

5. Acceptance. Delivery and acceptance of the Equipment occurs at the point of manufacture.

5. 接受. 设备在制造加工地交付及接受。

6. Warranty. General. CAIRE warrants that all the Equipment manufactured by CAIRE shall be free from defects in material, workmanship and title; provided, however, that this warranty shall be limited to the Equipment found to be defective within a period of ninety (90) days from initial use or ninety (90) days from date of shipment, whichever expires first, except that parts sold as a spare or for replacement are warranted for one (1) year from the date of shipment or until the expiration of the recommended service period, whichever expires first. In the event the Equipment constitutes heat exchanger(s), then CAIRE also warrants the same to be new at the time of delivery and in accordance with CAIRE's applicable brazed aluminum heat exchanger specifications and drawings, which may have been submitted to and approved by Buyer. Resale products only carry the warranty offered by their original manufacturer. This warranty does not cover Buyer furnished designs, goods, equipment, and/or materials. In no event shall CAIRE incur any obligation to repair or replace the Equipment which CAIRE determines to be defective due to customer misuse, abuse, neglect, operated outside the specified design and/or feed conditions, corrosion or erosion, or not used in accordance with normal operating and maintenance instructions. CAIRE shall not incur any warranty obligation hereunder with respect to the Equipment which is modified in any way by Buyer without CAIRE's prior written approval. Installation by Buyer at regular intervals of normal maintenance parts does not constitute modifications. Services . CAIRE warrants its Services against defects in workmanship for a period of ninety days from date of their completion. Detailed warranty statement is included in the instruction manual provided in each container packaging/boxing.

6. 质保.总则. CAIRE 保证由 CAIRE 制造的所有设备在材料、工艺和所有权方面均无缺陷，但本保证书仅限于在从首次使用起九十 (90) 天内或从装运之日起九十 (90) 天内发现有缺陷的设备，以先到期的为准，但下列情况除外：作为备件出售或更换的零部件，从装运之日保修起一年，或到建议的服务期满为止，以先到期的为准。如果该设备构成热交换器，那么 CAIRE 还保证在交货时该设备是新的，并且根据 CAIRE 适用的钎焊铝热交换器规范和附图，这些规范和附图可能已经提交给买方并经买方批准。转售产品只包含其原生产商提供的保修。本保修不包括买方提供的设计、货物、设备和/或材料。在任何情况下，CAIRE 都不应承担任何义务修理或更换 CAIRE 认为由于客户误用、滥用、疏忽、在特定设计和/或进料条件之外操作、腐蚀或腐蚀、或未按照正常操作和维护说明使用的设备。未经 CAIRE 事先书面批准，CAIRE 不对买方以任何方式修改的设备承担任何保修义务。买方定期安装正常维修部件不构成修改。服务。CAIRE 保证从完成之日起九十日内不发生工艺缺陷。详细的保修声明包含在每个容器包装/装箱中提供的说明手册中。

7. Exclusive Remedy. Equipment/Services Remedy. Should any failure to conform with the applicable warranties appear during the specified periods under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and if given prompt written notice by Buyer and CAIRE has been given ten (10) days to inspect the said Equipment (and provided Buyer has helped identify the problem and appropriately decontaminated the Equipment) before any corrective actions are taken, then CAIRE shall correct such nonconformity by, at its option, (1) repair or replacement of the nonconforming Equipment or parts thereof, or (2) in the case of nonconforming Services, provide equivalent Services at the job site or refund the price therefor. Repairs or replacements made pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement of the Equipment or parts thereof shall be warranted for the time remaining in the original warranty period or thirty days, whichever is longer. CAIRE shall not be responsible for providing working access to the defect, including disassembly and reassembly of the Equipment or for providing transportation to and from CAIRE's repair or factory facility, all of which shall be at Buyer's risk and expense. These warranties shall also not apply to any Equipment or parts thereof which: (1) have been improperly repaired or altered; (2) have been subjected to misuse, excessive external forces, negligence or accident; (3) have been used/operated in a manner contrary to CAIRE's instructions, specifications and drawings; (4) are comprised of materials provided or a design stipulated by Buyer; (5) are used equipment; or (6) result from normal wear and tear. Any repair or alteration without CAIRE's written approval shall act to void any existing warranty. Buyer also agrees to defend, indemnify and hold CAIRE harmless from any third party claims arising out of Buyer's use, sale, or lease of the said furnished Equipment.

7. 专有补救。设备/服务补救。如果在规定的期间正常及恰当使用，且设备被正确存放、安装、操作和维护，且买方立即书面通知并给予 CAIRE 在采取纠正行动前 10 天检查设备的期间（如果买方已经帮助指出问题并适当地清洁设备）的情况下，未能遵循适用的保证，则 CAIRE 应纠正此种不一致，可以自行选择（1）修理或更换不合格的设备或零部件，或（2）在服务不合格的情况下，提供服务地点等值的服务或者归还该价款。根据保证所进行的修理或更换不应更新或延长适用的原始保修期，但是，任何此种修理或更换设备或零部件的应该在原保证期间的剩余期间或 30 天内被保证，以时间长者为准。CAIRE 不负责提供对缺陷的工作通道，包括拆卸或重装设备或提供往返运输或工厂设施，所有这些风险及费用由买方承担。这些保证应该不适用于这些设备或零部件：（1）已经被不当修理或更换；（2）已经被误用、遭受外力，疏忽大意或意外事故；（3）以与 CAIRE 要求、说明和图纸相反的方式操作或使用；（4）买方提供的材料或设计所致；（5）二手设备；或（6）正常磨损或破损。任何没有 CAIRE 书面许可的修理或变更将导致任何现有的质保失效。买方也同意防卫、保护并使 CAIRE 免于遭受任何第三方就买方使用、销售或租赁上述所供设备所提出的请求

8. Disclaimer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED BY CAIRE AND ALL EQUIPMENT MANUFACTURERS.

8. 否认声明。前述的保证是独有的，替代所有其他质量、履行和设计方面的口头、书面及默示的保证，所有

其他包括用于特殊目的或源于交易过程或交易习惯的适销性及适当性的默示保证在内的其他保证，均为 CAIRE 及所有设备制造商所明确否认。

9. Termination. No termination by Buyer for default shall be effective unless, within fifteen (15) days after receipt by CAIRE of Buyer's written notice specifying such default, CAIRE shall have failed to initiate and pursue correction of such specified default.

9. 终止. 买方不可基于不履行义务解除合同，除非 CAIRE 在收到买方指出此种不履行的书面通知后 15 天内，未能启动并纠正此种被指明的不履行。

10. Excusable Delays. The schedule for shipment of the Equipment and/or performance of the Services will be modified for delays resulting from causes beyond CAIRE's reasonable control, including but not limited to, strikes, restrictions of the Chinese Government, or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities. The period allowed for the delays will be the period for continuing occurrence of such an event above plus the period that still remains on the original delivery schedule.

10. 可迟延的耽搁. 设备的发货和/或服务的履行期应基于 CAIRE 合理控制外的原因而被修正，这些原因包括但不限于罢工、中国政府或其他有管辖权的政府管制、运输耽搁、未能获得必要的劳动力、原材料或制造设备。允许的迟延时间为上述情形持续的期间加上原本的交付计划剩余的时间。

11. Shipment. Export shipments are **EXW** with responsibilities of each party as defined in INCOTERMS 2000 (International Chamber of Commerce Publication NO. 560). Buyer shall promptly take delivery made by CAIRE. If CAIRE agrees in writing to prepay transportation and insurance charges, then Buyer will be invoiced and agrees to pay the actual cost of the same in advance or with agreed payment terms. Claims for shortages in shipment shall be deemed waived unless made in a writing received by CAIRE within ten (10) days after delivery. Shipment dates quoted are based on CAIRE's best estimate of a realistic time when shipment will be made, and are subject to change due to prior sales. Shipment dates will be confirmed on CAIRE's acceptance of any resulting order. CAIRE may make early shipment or partial shipments and invoice Buyer accordingly.

11. 运输。货物出口由各方按 2000 年国际贸易术语解释通则（国际商会 560 号商业出版物）规定的工厂交货条件承担责任。买方应该立即提取 CAIRE 交付的货物。如果 CAIRE 书面同意预付运输费和保险费，则应向买方开具发票且买方同意根据发票在 30 日内支付同样的实际费用。装运短少的诉求将被视为放弃，除非 CAIRE 在交付后 10 日收到书面告知。提请装运日期基于 CAIRE 对实际装运时间的足够估计，且受制于在先售出而产生变更。装运日将在 CAIRE 接受任何生成的订单时确定。CAIRE 可以提前装运或部分装运并向买方开具相应的发票。

12. Storage. CAIRE shall provide reasonable storage space for the finished Equipment prior to any shipment, and charges for the storages will be levied on Buyer starting from 90 days after completion of the Equipment. Such charges will be US\$200 each month. Buyer will be invoiced and agrees to pay such storage charges within 30 days upon invoicing.

12. 存储. CAIRE 应在装运前为成品设备提供合理的存储空间，并且从设备完成后 90 天起向买方收取存储费用。存储费用是每月 200 美元。买方将收到发票，并同意在发票开出后 30 天内支付这些存储费用。

13. Laws, Codes and Standards. Except as expressly stated herein, the price and schedule included herein are based on laws, regulations, and standards in effect as of the date of the subject sale. If such laws, regulations, and standards change and increase or decrease the cost of performing the work or impact the schedule, then CAIRE will advise Buyer of the same. Buyer and CAIRE shall promptly negotiate in good faith and mutually agree upon any modification to the order resulting from any such change.

13. 法律、法规和标准.除本合同明确规定外，本合同所包括的价格和时间表均以自标的物销售之日有效的法律、法规和标准为依据。如果这些法律、法规和标准改变，增加或减少执行工作的成本或影响进度，CAIRE 将通知买方。买方和 CAIRE 应立即真诚地进行谈判，并就任何此类更改对订单的任何修改达成一致。

14. Title and Risk of Loss or Damage. Despite any agreement with respect to delivery terms or prepayment of transportation or insurance charges, the risk of loss or damage shall pass to Buyer at the time of delivery and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of manufacture. Title to the Equipment sold shall remain in CAIRE until paid for in full.

14. 所有权及损害风险.不管有关送货期或预支运输费或保险费的任何协议，损失或损坏的风险在交货时转移给买方，且货物在生产场所送至私人或公共的运载工具上或移动到仓库中即视为交货完成，以先发生者优先。在全部款项支付完毕前，所售设备的所有权属于 CAIRE。

15. Installation. Installation of the Equipment furnished hereunder shall be by Buyer, unless otherwise agreed to in a writing signed by CAIRE's duly authorized representative.

15. 安装.除非 CAIRE 正式授权的代表在书面上另有约定，本合同项下提供的设备的安装应由买方负责。

16. Field Service. Field service will be provided on a per diem basis upon written authorization by Buyer and at CAIRE's rates in effect when such Services are provided.

16. 现场服务.现场服务将根据买方的书面授权，按日提供，并按提供此类服务时 CAIRE 的有效费率提供。

17. Cancellation. Cancellation of any order must be by a 15-day prior written notice to CAIRE [before the shipment] and will be subject to CAIRE's cancellation charges of 15% of the order value plus actual costs incurred for made to order products

17. 取消.取消任何订单必须提前 15 天书面通知 CAIRE[装运前]，并须支付 CAIRE 取消订单金额的 15% 的费用，再加上制造订单产品产生的实际费用。

18. Intellectual Property. Buyer shall defend, indemnify and hold CAIRE harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of patents, copyrights or trademarks arising from CAIRE's compliance with Buyer's designs, specifications or instructions. Unless otherwise agreed to in a writing signed by CAIRE's duly authorized representative, all right, title and interest in any inventions, developments, improvements or modifications of the Equipment and the Services made by CAIRE or Buyer shall exclusively remain with CAIRE. Any design, manufacturing drawings or other information submitted to Buyer shall remain the exclusive property of CAIRE. Buyer shall not, without CAIRE's prior written consent, copy nor disclose such information to any person. The information, drawings, plans, standards, and specifications furnished by CAIRE were developed at CAIRE's expense and may not, without CAIRE's prior written consent, be used nor disclosed by Buyer for any purpose other than to install,

own, operate, and maintain the subject Equipment. If CAIRE's Equipment is held to infringe a Chinese patent in effect as of the date of this agreement, then CAIRE may at its option procure for Buyer the right to use the Equipment; modify or replace it with non-infringing Equipment; refund the purchase price allocable to the infringing Equipment, or settle or otherwise terminate said actions on behalf of Buyer. The foregoing is CAIRE's entire liability on patent infringements.

18. 知识产权. 买方应防范、赔偿并确保 CAIRE 不承担来自于实际上或被指控的基于 CAIRE 遵循买方的设计、指示或说明而侵犯专利权、版权或商标权所造成的任何费用、损失和其他损害。除非 CAIRE 授权代表的书面同意，CAIRE 或买方因设备和服务中的发明、发展、提高或更改而产生的所有权利、所有权及利益应由 CAIRE 独自享有。CAIRE 对提交给买方的任何设计、制造图纸或其他信息享有独占的所有权。没有 CAIRE 事先的书面许可，买方不应复印或向任何人泄露此等信息。CAIRE 提供的信息、图纸、规划、规格和说明是由 CAIRE 自担费用制作的，没有 CAIRE 事先的书面许可，买方不能基于安装、拥有、操作和保养标的设备以外的目的使用或泄露。如果 CAIRE 的设备侵犯了本协议签订日起有效的中国专利，则 CAIRE 可以选择为买方获得使用该设备的权利；修改或用不侵权的设备替换；退还侵权设备的购买价；或者代表买方解决或终结上述行动。前述是 CAIRE 在专利侵权上承担的全部责任。

19. Assignment. This agreement may not be transferred or assigned by operation of law or otherwise, without the prior express written consent of CAIRE. Any transfer or assignment of any rights, duties or obligations without CAIRE's consent shall be void.

19. 转让. 未经 CAIRE 事先书面同意，本协议不得通过法律或其他方式转让或转移。未经 CAIRE 同意，任何权利、义务转移或转让均属无效。

20. Limitation of Liability. *In no event shall CAIRE, ITS AFFILIATES, suppliers and subcontractors be liable to Buyer nor to any third party for any special, indirect, incidental or consequential damages, including but not limited to loss of profits, loss of use, cost of capital, cost of substitute the Equipment, downtime costs, delays NOR FOR ANY PENALTIES, whether any such claim FOR THE same is based on contract, warranty, tort, negligence, strict liability or otherwise. CAIRE's liability for any such claims whether in contract, warranty, negligence, tort, strict liability, or otherwise or for any loss or damage arising out of, connected with THIS AGREEMENT or the performance or breach thereof, or from ANY DESIGN, sale, INSTALLATION, OPERATION OR USE of the Equipment or performance of ANY services covered by this agreement, shall in no event exceed the PURCHASE price paid to CAIRE by Buyer for the specific Equipment OR PART THEREOF or for the Services giving rise to THE CLAIM.*

20. 有限责任. 在任何情况下，CAIRE、其关联企业、供应商和分包商不对买方或任何第三方就特别的、间接的、偶然的或结果性损害，包括但不限于利润损失、用途损失、资金费用、替代设备的费用、停工费用、延误造成的处罚承担责任。无论此种索赔来自于合同、保证、侵权、过失、严格的责任还是其他方面。CAIRE 对任何此类索赔的赔偿责任，不论是在合同、保修、疏忽、侵权、严格责任或其他方面，还是与本协议有关的任何损失或损坏，或由于设备的任何设计、销售、安装、操作或使用或履行本协议所涵盖的任何服务而引起的任何损失或损坏，在任何情况下不得超过买方支付给 CAIRE 的特定设备或部分或引起索赔的服务的购买价格。

21. Export Sales. In no event shall CAIRE be required to export or deliver any technical information, data and/or the Equipment if such export or delivery is then prohibited or restricted by any law or regulation of the

Chinese or U.S. Government. Buyer shall be responsible for securing all licenses. Upon a request by Buyer, CAIRE may render its assistance to Buyer in obtaining licenses required by the Chinese authorities for a foreign Buyer, and all charges in connection therewith shall be borne by Buyer.

21. 出口销售. 如果出口或交付的任何技术信息、资料和/或设备被中国或美国的法律法规禁止或限制，则 CAIRE 不应被要求此等出口或交付。买方有义务获得全部许可。应买方的要求，CAIRE 应协助买方获得中国政府对外国购买者所设定的许可，与之相关的所有费用概由买方承担。

22. Governing Law. This agreement is exclusively governed by the laws of P. R. China, excluding its conflicts of laws. Buyer agrees all causes of action under this agreement shall expire unless brought in a People's Court with jurisdiction located in Jiangsu Province, P. R. China, to which Buyer does hereby consent to the jurisdiction of the same, within one year of the date of the occurrence of the event giving rise to any such claim.

22. 适用法律. 本协议仅适用中华人民共和国法律，不含冲突规范。买方同意在产生诉求的事件发生之日起一年内，本协议项下的所有的诉由应交由中华人民共和国江苏省内有管辖权的人民法院管辖，买方在此同意此等管辖。

23. Headings. The headings used throughout are for convenience only and shall be given no legal effect. Fax copies shall be given the full force and effect as an original.

23. 标题. 所有使用标题仅为方便起见，不具有法律效力。传真件与原件具有同等效力。

24. Entire Agreement. These terms and conditions, together with any additional or different terms contained in CAIRE's proposal, if any, submitted to Buyer (which proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions), constitute the complete and exclusive agreement between CAIRE and Buyer and there are no agreements, understandings, restrictions, warranties, or representations between CAIRE and Buyer other than those set forth herein and in the above CAIRE's proposal.

24. 完整协议. 这些条款及条件，和 CAIRE 建议中所包含的任何其他附加的或不同的条款一起提交给买方（当这些条款及条件中包含相冲突的条款及条件时，应以建议为准），构成 CAIRE 和买方之间全部和独占的协议。除了本协议中和以上 CAIRE 建议中列举的以外，CAIRE 和买方之间没有协议、谅解、限制、保证，或陈述。

25. Notice. Notices or other communications required to be given by either party pursuant to this agreement shall be written in English for export sales and in Chinese for domestic sales and delivered in person or sent in letter form or by facsimile to the address of the other party first above written, or to such other address as may from time to time be designated by the other party through notification to such party.

25. 注意事项. 根据本协议，通知或其他所要求交给另一方的交流通信，出口销售的应以英文撰写，内销的应以中文撰写，并当面递交、或以书信或传真的形式送交给另一方上述地址，或其他另一方不时以通知指定的其他地址。

Rev 6/22