

一般销售条款

General Terms of Sales

1. 付款条款 Payment Terms

- 1.1 本订单中客户需要预付 50% 费用来启动研究。欧陆BPT上海实验室上海实验室开具相应的增值税专用发票，当客户收到报告确认检测完成并且报告合格，欧陆BPT上海实验室开具剩余的 50% 发票。客户收到发票后应根据本协议第1.3和1.4条的约定予以付款。

In this order, Client needs to pay 50% for the services before such study starts as “**Advance Payment**”; and Eurofins BPT SH will send the invoice at the beginning. After finished all the testing services and reports hereunder, Eurofins BPT SH can send the invoice of the rest 50% (“**Final Payment**”) to the Client. Client should pay to Eurofins BPT SH according to Section 2.3 and 2.4.

- 1.2 若双方另行书面达成一致，欧陆BPT上海实验室提供本协议中未规定的额外服务，客户将向欧陆BPT上海实验室按照双方书面约定的费用标准支付款项。

Client will pay Eurofins BPT SH at the mutually agreed price for additional services which are not set forth herein but are written agreed by the Parties otherwise.

- 1.3 客户收到报告后有五（5）天的报告确认期，欧陆BPT上海实验室接受客户的发票开具确认邮件后或者报告发送五（5）天无回复时可向客户开具发票。

Client has five (5) days as confirmation period after get the final reports. Eurofins BPT SH can issue the invoice after get the confirmation email or wait more than five (5) days without feedback after the final reports.

- 1.4 所有发票的付款应在客户确认后准时在客户收到发票的日期后 30 天内支付，有关发票的任何争议必须在发给客户确认客户的十（10）天以内提出。

All invoices shall be issued only after confirmed by the Client. Payment of all invoices (undisputed part) is due within thirty (30) days following Client's receipt of such invoice. Client must raise any dispute about invoices within ten (10) days following Client's receipt of such invoice.

- 1.5 客户有义务按照本协议约定支付合理的转嫁费用（需要提前获得客户同意，如适用），该费用必须是欧陆BPT上海实验室在提供本协议项下服务时实际产生的且直接相关的。转嫁费发票将在适当的时候与尾款一同开具。欧陆BPT上海实验室在开具该等发票时应一并提供所涉转嫁费用相关的证明性文件（例如总结报告以及原始费用文书等）。

Any invoice for reasonable pass-through costs actually incurred by Eurofins BPT SH in providing the applicable services hereunder that the Client is expressly obligated to reimburse (and is prior approved by the Client, if applicable), will be issued with the invoice for applicable Final Payment. Each such invoice shall be accompanied by supporting documentation (e.g. summary reports and copies of original expense documentation) for incurred pass-through costs.

- 1.6 本协议中所指的发票系指增值税专用发票。

For the purpose of this Article, the invoice refers to VAT Special Invoice.

- 1.7 在欧陆BPT上海实验室开始提供服务后，客户因非合同约定的事由要求解除本协议和/或任何订单的，客户同意就欧陆BPT上海实验室已经完成的工作支付费用，该部分费用的金额由欧陆BPT上海实验室根据实际项目进度决定。该费用最低不低于服务项目总经费的10%

After Eurofins BPT SH begun providing services under this Agreement, Clients agree to pay the service fee generated from the completed service if it is caused by the reason that is not stipulated in the agreement as required by Clients for termination of the Agreement and/or orders. The amount of aforesaid service fee will be based on the actual project progress. The minimum cost shall be no less than 10% of the total price of this service project.

2. 样品或材料寄送 **Delivering Samples or Materials**

- 2.1 寄送样品或材料的状况必须满足报告/分析或者进行订单产品生产的基本要求。

The samples or materials must be in a condition as mutually agreed, ready for intended use for the preparation of reports/analyses.

- 2.2 客户应当按照 BPT 的要求提供相应的样品信息。客户必须确保并正式保证，样品不会对欧陆BPT上海实验室所有场所、仪器、人员或其它设施构成任何危险，无论危害是在包括在现场、运输期间、实验室或其它任何地方产生，但前提是欧陆BPT上海实验室、其人员或代表遵循了客户所提供的指示或文件；且样品仅用于提供本协议项下约定服务之目的。

Client must provide Eurofins BPT SH with the exact composition of the samples at Eurofins BPT's reasonable request. Client must ensure, and hereby warrants, that no sample itself poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins BPT SH premises, instruments, personnel or representatives, to the extent Eurofins BPT, its personnel or representatives have followed such provided instructions and information by the Client, and such sample is used solely for the purpose of the services contemplated hereunder.

3. 交货日期，周转时间 **Delivery Dates, Turnaround Time**

- 3.1 报告交付日期和周转时间是预估值，不构成与付款项相关的承诺。然而欧陆BPT上海实验室应做出商业上合理的努力，以满足其估计的最后期限。

Delivery dates and turnaround times are estimates and do not constitute a commitment by Eurofins BPT. Nevertheless, Eurofins BPT SH shall make commercially reasonable efforts to meet its estimated deadlines.

4. 分析报告和异议 **Analytical Report and Objection**

- 4.1 欧陆BPT上海实验室将于双方约定的期限内完成检测并出具分析报告。分析报告以电子邮件的形式发送给客户，或在客户另行要求的情况下，将纸质报告寄送给客户。

Eurofins BPT SH will complete testing and issue analytical report within the term agreed upon between the parties. The analytical report will be sent to Client via email, or with hard copy delivered to Client if otherwise requested by Client.

- 4.2 客户对分析报告（包括前款约定的寄送样品或材料的分析报告）有异议的，应当于收到报告后的 10 个工作日内书面通知欧陆 BPT。否则，视为客户接受该分析报告。收到异议后，欧陆BPT上海实验室应及时核查有异议的项目，并及时说明、澄清、更正，或与客户另行协商。客户要求重新检测的，欧陆BPT上海实验室应重新检测。同一样品重新检测的结果与第一次检测结果有明显差异，且该等差异不能以样品性质和/或取样部位解释的，欧陆BPT上海实验室应承担重新检测的费用；两次结果本质上一致的，客户应承担两次检测的费用。

Any objection to the analytical report(s) shall be made to Eurofins BPT SH within 10 workdays upon receiving the analytical report. Or otherwise, the report(s) will be deemed as accepted by Client. Upon receiving an objection, Eurofins BPT SH shall, in a timely manner, verify the objected item and conduct explanation, clarification, rectification, or initiate negotiation with Client. Eurofins BPT SH shall retest the sample upon request of Client. Where the outcome of the retesting substantially differs from that of the first testing, which cannot be justified by the nature of the sample or place of the sampling, the costs of the retesting shall be borne by Eurofins BPT; where the two results are essentially the same, Client shall bear the costs of both testing.

- 4.3 分析结果通常在分析完成后立即通过本协议指定电子邮件和/或 USPS 邮件以及其他电子方式发送给订单中客户指定的人员。

Results are generally sent by email specified in this Agreement and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by Client in the order, promptly after the analysis is completed

5. 陈述与保证 Representations and Warranties

- 5.1 欧陆BPT上海实验室谨此向客户陈述与保证（1）欧陆BPT上海实验室实验人员接受过足够的培训，有资质和经验支持本协议下的相关服务；（2）欧陆BPT上海实验室应当使用经过充分培训，有资质和经验的员工提供服务；
Eurofins BPT SH warrants and represents to the Client that (1) Eurofins BPT SH has sufficient training, qualifications and experience in order to provide the services hereunder; (2) Eurofins BPT SH shall provide the services using appropriately experienced, qualified and trained employees.
- 5.2 本协议期间，双方均应遵循与执行本协议服务以及履行本协议义务相关的适用法律。
Each party will comply with all applicable laws in relation to the performance and receipt of the services and the performance of its obligations during the term of this Agreement.

6. 知识产权 Intellectual Property

- 6.1 本协议之任何规定不得影响或授予双方开始本协议前所有的任何权利、专利、专有技术或其它知识产权归属。
Nothing in this Agreement shall affect, or grant any right to, patents, know-how or other intellectual property owned by the Parties prior to the commencement of this Agreement.
- 6.2 所有和样本/客户产品相关的知识产权（包括技术诀窍以及技术诀窍相对应的所有专利权）现在和将来都依然是客户（及其关联公司）的专有财产以及专属机密信息。
All intellectual property rights (including any know-how, and any patent rights claiming any such know-how) relating to samples/the Client's products are, remain and will be exclusive property of the Client (and its Affiliates), and are proprietary confidential information of the Client.
- 6.3 由于提供本协议服务所产生的所有知识产权，包括并不限于任何信息、数据、文档、设计、方法、技术、流程、发明和发现，都自动归客户所有。欧陆BPT上海实验室（及其关联方）将与本服务相关所有权和权益转让给客户。
All intellectual property rights created under the provision of the services under this Agreement, including but not limited to any information, data, documents, designs, methods, techniques, processes, inventions and discoveries, shall belong to and vest automatically upon creation in the Client. Eurofins BPT SH (and on behalf of its Affiliates) hereby assigns to the Client any and all right, title and interest in any such technology.

7. 违约责任 Liability for Breach

任何一方对另一方的赔偿应限于已证实的实际直接经济损失，不包括任何间接或间接损失、机会损失和利润损失，无论是否可预期。尽管有前文规定，本条的任何规定均无意或将限制以下情况的损害赔偿：(a)一方因欺诈、重大过失或故意不当行为而获得的损害赔偿，或(b)一方因另一方违反第12条规定的保密义务而获得的损害赔偿。

The compensation from either party to the other shall be limited to the proven actual direct economic damages, excluding any indirect or consequential losses, loss of opportunity and loss of profit, whether expectable or not. Notwithstanding the foregoing, nothing in this Article is intended to or will limit or restrict (a) damages in the case of a party's fraud, gross negligence, or intentional misconduct, or (b) damages available to a party for a breach by the other party of the confidential obligations under Article 12.

8. 期限与终止 Term and Termination

- 8.1 本协议自双方签署之日（“生效日”）起生效。
This Agreement shall become effective upon the execution hereof by the Parties (the “Effective Date”).
- 8.2 客户有权在提前十(10)天书面通知Eurofins BPT后无理由终止本协议。

The Client shall have the right to terminate this Agreement without cause on ten (10) days' written notice to Eurofins BPT.

- 8.3 若本协议终止，欧陆BPT上海实验室应且应确保其提供服务的关联方采取必要措施有序关停和终止受影响的服务。客户将向欧陆BPT上海实验室支付在终止日期前实际产生的服务费用和直接相关的转嫁费用。欧陆BPT上海实验室有权要求支付该部分费用。

In the event that this Agreement is terminated, Eurofins BPT SH shall ensure its affiliates take steps necessary to wind down and cease the affected services in an orderly manner. Client will pay Eurofins BPT SH fees for the services rendered to the effective date of termination and direct associated pass-through costs actually incurred. Eurofins BPT SH will reserve the enforceable right of payment.

9. 不可抗力 Force Majeure

- 9.1 基于合理的不可控制的事件导致本协议未能履行，受影响的协议方不被视为违约。对于本协议而言，此类事件包括但不限于天灾、灾难、相关法律法规的变更、火灾、罢工、自然灾害，或者其他超出协议双方合理控制之外的不可抗力事件。一方遭遇不可抗力的，应尽快就该事件通知另一方；如另一方要求，一方应于事件结束后的 30 日内向另一方提供当地主管部门提供的证明。因不可抗力影响本协议履行达30日的，任一方有权无条件解除本协议。

Neither party will be considered to be in default of this agreement as a result of events beyond their reasonable control. For the purposes of this Agreement, such acts shall include, but are not limited to, acts of God, catastrophe, change of the relevant laws and regulations, fire, strike, natural disaster, or other "force majeure" events beyond the parties' reasonable control. In case of force majeure, the suffering party shall notify the other as soon as possible of the event and provide certificate of the event issued by the local authority within thirty (30) days from the elimination of such event if required by the other. If the performance hereof is affected by force majeure more than thirty (30) days, either party shall have the right to unconditionally terminate the Agreement.

10. 免受伤害及赔偿 Hold Harmless; Indemnity

- 10.1 客户保证对因履行本协议而需要的客户的样品/产品拥有全部的权利和利益。对于与客户产品有关的所有权、专利权或者版权侵权而引起的任何损失、损害和/或责任的索赔，客户应进行赔偿，并保证欧陆BPT上海实验室及其关联单位、代理人及雇员免受其伤害。

Client warrants it possesses all the rights and interests in and of the sample/product of the Client necessary to enter into this Agreement, and shall indemnify and hold Eurofins BPT, its affiliates, agents and employees harmless from any loss, damage, and/or liability claim for infringement of any title, patent right or copyright rights with respect to the sample/product.

- 10.2 欧陆BPT上海实验室保证对因履行本协议而提供的服务本身合法合规且拥有全部的权利和利益。对于与服务本身有关的所有权、专利权或者版权侵权而引起的任何损失、损害和/或责任的索赔，欧陆BPT上海实验室应进行赔偿，并保证客户及其关联单位、代理人及雇员免受其伤害。

Eurofins BPT SH warrants it possesses all the rights and interests in and of the assay method and cell banks necessary to enter into this Agreement, and shall indemnify and hold Client, its affiliates, agents and employees harmless from any loss, damage, and/or liability claim for infringement of any title, patent right or copyright rights with respect to these assay method and/or cell banks.

11. 保密 Confidentiality

- 11.1 一方应就协商、签订、履行和解除本协议过程中所知悉的一切另一方的信息予以保密，包括但不限于客户的样品/产品信息，欧陆BPT上海实验室的检测方法和给予的价格。未经另一方书面许可，任意一方不得披露该等信息，除非一方有证据证明另一方披露前其已合法持有、可从公开渠道获悉、或未借助对方的该等信息已独立开发该等信息，或应法院、仲裁委或政府要求披露该等信息。

The parties shall keep confidential all information of the other known during the negotiation, execution,

performance and termination of this Agreement, including but not limited to the sample/product information of Client and the testing method of and price offered by Eurofins BPT. No information of the Client may be used by Eurofins BPT SH for any purpose other than the performance of the services contemplated hereunder. Neither party may disclose any information of the other party without the prior written consent of the other, unless a party may prove that it has lawfully obtained the information prior to the disclosure, or obtained the information from public domain, or has independently developed the information without reference to any such information of the other party, or the party is required by any Court / Arbitration Committee / Government to disclose the information. The confidentiality obligations will survive the termination or expiration of this Agreement, until the information is no longer confidential.

11.2 本保密条款将在本服务结束后10年内依然生效。

This Article shall survive within 10 years after the termination or expiration of this Agreement.

12. 争议解决 Dispute settlement

本协议适用中华人民共和国的法律法规。凡因本协议而引起的纠纷由协议双方协商解决。如果纠纷发生后双方协商不成，任意一方可以将争议提交到原告所在地人民法院诉讼解决。过错方应当承担双方合理的律师费、合理的差旅费、公证费、鉴定费和法院费用。

This Agreement is governed by laws and regulations of PRC. Any dispute between the parties arising from this Agreement shall be settled by mutual agreement and if resolution of the dispute cannot be reached, either party may submit the dispute to people's court of accuser's domicile for judgement. The party in fault shall recover the reasonable lawyer fee and costs of travel and accommodation, notary fee, appraisal fee and court fees of both parties.

13. 合规及反腐败 The compliance and anti-corruption

任何一方或其任何子公司、董事、高级职员、代理人、股东或雇员（如适用）均不得采取任何违反或将要违反任何适用反欺诈、反贿赂或反腐败的法律的行为，法律包括但不限于中国《反不正当竞争法》及美国《反海外腐败法》。公司应遵守客户不时向其以书面形式提供的供应商合规政策（如有）。

Both Party or any of its affiliates, directors, officers, agents, shareholders or employees (if applicable) shall not take any violation or will be in violation of any applicable against fraud, bribery or corruption of the law, the law including but not limited to China's "Anti-unfair competition law" and the United States' "Foreign corrupt practices act". Company shall also comply with the compliance policies provided in writing time to time from client (if any).

14. 语言 Language

本协议用中英文书就，两种文本如有不一致，以中文文本为准。

This Agreement is made both in Chinese and English, in case of any discrepancies between two versions, the Chinese version shall prevail.

15. Miscellaneous

15.1 本协议和质量协议构成双方就本协议项下事宜达成的全部最终完整协议，合并、撤销并取代此前及同期双方之间的所有协议、承诺、安排、文件和交流（无论书面或口头）。

This Agreement and the Quality Agreement set forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties existing as of the Effective Date with respect to the subject matter hereof.

15.2 未经一方提前书面同意，任何一方不得转让本协议或本协议项下任何利益，但是欧陆BPT上海实验室向其关联方分包服务，并依然向客户承担全部相关责任的情况不在此列。

Neither this Agreement nor any interest hereunder is assignable by either Party without the prior written consent of the other Party, except that Eurofins BPT SH may subcontract the services to its Affiliates provided that Eurofins BPT SH will remain fully responsible to the Client for any obligations herein.

15.3 除非在协议中另有明确规定，双方因自行承担其履行本协议的所有成本和费用。

Each party shall bear all of the costs and expenses incurred by such party in connection with the transactions contemplated in this Agreement, unless otherwise expressly provided in the Agreement.

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