

FISBA Shanghai General TC

费西巴上海一般业务条款和条件

1. Scope and Applicability

These General Business Terms and Conditions (herein abbreviated “GT&C”) apply to all business relationships with FISBA Shanghai Co., Ltd. (“FISBA Shanghai”).

These GT&C shall apply to all business relationships with FISBA Shanghai without requiring their express incorporation in an agreement or arrangement. These GC&T shall apply at any given time in the version which is in force and effect at that time. Other general terms of business, in particular those of customers and suppliers of FISBA Shanghai (herein each referred to as “Contracting Party” and together referred to as “Contracting Parties”) and deviations from these GT&C shall only be binding upon FISBA Shanghai if FISBA Shanghai has expressly agreed thereto in writing (e.g. by e-mail). Silence of FISBA Shanghai to general business terms of a Contracting Party must under no circumstances be deemed to be an acceptance of that Contracting Party’s general business terms by FISBA Shanghai.

These GT&C can be made in several languages but only the Chinese version shall prevail in case of any discrepancy.

2. Offer

Unless provided for otherwise in a specific offer, any offer of FISBA Shanghai shall be binding upon FISBA Shanghai for three months from its issuing date. Even though such offer has not been accepted and no agreement was made, any data, documents and information which FISBA Shanghai has disclosed together with or at the occasion of its offer remains the sole and unencumbered property of FISBA Shanghai and must not be used in any manner whatsoever.

3. Agreement

An agreement between FISBA Shanghai and a Contracting Party shall be deemed to be concluded with the written order confirmation of FISBA Shanghai, exchanged by letter or e-mail. If FISBA Shanghai and a Contracting Party have agreed that an agreement shall be made in writing and require the signatures of all parties to be binding upon them, such agreement shall only be binding upon the parties having signed

1. 范围和适用性

该等一般业务条款和条件（以下简称“一般条款和条件”）适用于与费西巴光学技术（上海）有限公司（“费西巴上海”）之间的所有业务关系。

该等一般条款和条件应适用于与费西巴上海的所有业务关系，而无需明确将其纳入协议或安排。该等一般条款和条件应适用在任何给定时间有效的现行版本。其他一般业务条款，特别是费西巴上海之客户和供应商（单称或合称“缔约方”）的业务条款，以及与该等一般条款和条件不同的业务条款，只在费西巴上海以书面形式（包括电子邮件）明确同意时才对其产生约束力。在任何情况下，费西巴上海对缔约方的一般业务条款保持沉默的，均不视为其接受该缔约方的一般业务条款。

该等一般条款和条件可用多种语言编制，如有差异，仅以中文版本为准。

2. 要约

除非特定要约中另有规定，否则费西巴上海的任何要约均在发出之日起三个月内对其具有约束力。即使该要约未被接受且未达成任何协议，费西巴上海随其要约披露或在发出要约时披露的任何数据、文件和信息仍归费西巴上海专属所有，不得以任何方式使用。

3. 协议

费西巴上海与缔约方通过信函或电子邮件交换费西巴上海订单确认书的，即视为双方缔结协议。如果费西巴上海与缔约方已约定以书面形式达成协议，并规定协议需各方签名才具有约束力，则该协议在各方正式授权代表签署后才对各方发生约束力。任何从属协议和其他承

the agreement by their duly authorized representatives. Any ancillary agreements and other commitments whatsoever shall always require the signatures of FISBA Shanghai as well as the respective Contracting Party.

4. Amendments

Any amendments to any agreement with FISBA Shanghai shall only be binding upon FISBA Shanghai upon its written consent, transmitted by letter or via e-mail. FISBA Shanghai shall have the right to change design or engineering related details of its products without having to inform the Contracting Party and without triggering any rights of a Contracting Party whatsoever, if and to the extent such changes do not impair the contractually agreed suitability or run contrary to any express contractual specifications of a product.

5. Scope and Manner of Performance

The scope and the manner of performance shall be governed by the written offer and the order confirmation of FISBA Shanghai or by the specific agreement which FISBA Shanghai has concluded with a Contracting Party. The Contracting Party shall provide FISBA Shanghai with all data, documents and information which FISBA Shanghai may require in order to fulfill its duties and obligations under an order or agreement.

6. Prices

All prices of FISBA Shanghai are in RMB net ex factory, in particular excluding any public dues (taxes, fees, customs duties) and without any deduction whatsoever. Unless agreed otherwise, any ancillary costs (such as for packaging, shipping/freight, insurance) shall be at the expense of the Contracting Party, also any dues, fees, customs duties and taxes in relation to the delivery of products or the provision of services. FISBA Shanghai shall have the right but not the obligation to change any prices if cost factors have changed between the date of the offer and the contractually agreed delivery date.

7. Payment Conditions

Any invoices of FISBA Shanghai shall be due for payment net without any deductions in the currency or at the exchange rate stated in the invoice within 30 days from the date of the invoice, unless specifically agreed otherwise between FISBA Shanghai and a Contracting Party. Place of performance shall be the domicile of FISBA Shanghai. Payment by offsetting

诸均须费西巴上海和各缔约方签名。

4. 修订

对费西巴上海达成的任何协议作出任何修订的，仅在费西巴上海以信函或电子邮件发出书面同意后才对其产生约束力。费西巴上海有权更改其产品的设计或工程相关细节，而无须通知缔约方，亦不会触发缔约方的任何权利，前提是该等更改不损害合同约定的适用性或不违背产品的任何明示合同规范。

5. 履行范围及方式

履行范围和方式应以费西巴上海的书面要约和订单确认为准，或以费西巴上海与缔约方达成的具体协议为准。经费西巴上海请求，缔约方应向费西巴上海提供其为履行订单或协议项下职责和义务所需的一切数据、文件和信息。

6. 价格

费西巴上海的所有价格均为净出厂人民币价格，特别是，不包括任何公共费用（税款、收费和关税），且未作任何扣减。除非双方另有约定，否则任何附随费用（例如包装费用、装运费/运费、保险费）应由缔约方承担，此外，缔约方还应负担任何与交付产品或提供服务相关的应付款、收费、关税和税款。如果成本因素在要约日至约定交货日之间发生变化，费西巴上海将有权但无义务变更任何价格。

7. 支付条件

除非费西巴上海和缔约方另有明确约定，自发票日期起 30 日内，缔约方应在未作任何扣减的情况下以发票中规定的货币或汇率向费西巴上海支付发票净额。履约地点应为费西巴上海的住所地。仅在费西巴上海以书面形式明确同意或法院或政府机构最终如此裁定的情况下，方

the purchase price with a counterclaim shall only be permitted if FISBA Shanghai has expressly consented in writing thereto or such counterclaim has been finally determined by a court or governmental body. If a payment is not made by the due date, FISBA Shanghai shall have the right to apply a default interest at the loan interest rate issued by The People's Bank of China effective at the time of the delayed payment or 5 per cent. p.a., whichever is higher. Any claims made by the Contracting Party do not entitle to withhold any payments.

8. Shipment

Any shipment of products by FISBA Shanghai will be made in accordance with the pertinent INCOTERM provisions (currently INCOTERMS 2020) ex works of the premises of FISBA Shanghai for the account and at the risk of the Contracting Party. Any products shall be deemed to be properly packed if the carrier, railway company or postal service has accepted the products without any objection. If the Contracting Party encounters any visible defects of the packaging or any damages in transit, it shall immediately inform the carrier and shall describe and record the damages. If the damages are not described and recorded clearly with proving evidences, FISBA Shanghai shall be released from any and all liabilities and duties for indemnification with respect to any defects of the products which relate to the damages which have not been properly described and recorded.

9. Term of Delivery/Acceptance/Delays

Any term of delivery for FISBA Shanghai shall start upon the agreement having been made, FISBA Shanghai having received all data, documents and information which it requires to execute the order and any due payments having been made. Any delivery deadline shall be deemed to be met by FISBA Shanghai if it has dispatched its notice of its readiness to deliver to the Contracting Party in writing by letter or via e-mail before the delivery deadline.

The term of delivery shall be reasonably prolonged if force majeure events such as an act of nature beyond control, strikes, accidents, pandemic, a material disruption of business or governmental measures at FISBA Shanghai or its affiliates, its suppliers or agents make it impossible for FISBA Shanghai to timely deliver. The term of delivery shall further be prolonged if the Contracting Party amends its order or is in delay with its own contractual duties and obligations, in particular does not timely provide necessary data, documents and information or securities or delays any payments. Neither a delay of FISBA Shanghai in

可以反诉形式来抵销任何采购价格。缔约方未在到期日之前付款的，费西巴上海有权要求缔约方按照逾期付款之时中国人民银行发布的现行贷款利率或每年 5%（以较高者为准）的利率支付逾期利息。缔约方不得以其提出任何主张而扣留任何款项。

8. 装运

费西巴上海将按照 INCOTERMS（现为 INCOTERMS 2020）于其经营场所现场交货，货物毁损灭失风险由缔约方承担。如果承运人、铁路公司或邮政部门已在无异议的情况下接受产品，则应视为产品已妥善包装。如果缔约方发现任何明显的包装缺陷或运输损坏，其应立即通知承运人，并与承运人描述并记录该等损坏情况。如果缔约方未对损坏进行详细描述和清晰记录，并提供证明，则对于与该等未正确描述和记录的损坏相关的产品缺陷，费西巴上海无需承担任何赔偿责任和义务。

9. 交货期限/验收/延迟

费西巴上海的任何交货期限应自双方达成协议、费西巴上海收到执行订单所需的一切数据、文件和信息并收到任何到期款项时开始。费西巴上海在交货截止日期之前通过信函或电子邮件向缔约方发出准备交货通知的，视为其满足发货期限。

如果费西巴上海、其关联方、供应商或代理商发生不可抗力事件，如无法控制的自然灾害、罢工、事故、流行病、重大业务中断或政府措施，导致费西巴上海无法及时交货，则交货期限应当适当延长。如果缔约方修改其订单或迟延履行其合同职责和义务，特别是，未及时提供必要的数据、文件和信息或担保或延迟付款，则交货期限应进一步延长。费西巴上海延迟提供货物或服务，或费西巴上海延迟接收货物和

delivering or rendering nor a delay of FISBA Shanghai in accepting goods and services entitles a Contracting Party to compensation for damages or losses.

10. First Article Inspection (FAI)

The absence of a written counter-report by the customer within 90 days after receipt of a First Article Inspection (FAI) is considered as release.

11. Examination and Acceptance

A Contracting Party shall examine any deliveries from a FISBA Company (duty to examination, Prüfpflicht) with respect to, and notify that FISBA Company immediately in writing by letter or via e-mail (duty to notify, Rügepflicht) of, any defects immediately upon reception, at the latest within 14 calendar days from reception. If the Contracting Party does not examine a delivery and notify the relevant FISBA Company within 14 calendar days from delivery, the delivery shall be deemed to be approved by the Contracting Party and the Contracting Party shall forfeit all its warranty rights. If a Contracting Party discovers any defects which it could not have detected within 14 calendar days from reception of a delivery, it shall notify the relevant FISBA Company in writing by letter or via e-mail immediately upon having detected them.

12. Warranties

FISBA Shanghai warrants that the products which it delivers are free from any defects as to the material and their function at the time at which they leave the premises of FISBA Shanghai. A defect may also consist in characteristics which are missing but which the product should have according to the written specification of the product. Any warranties as regards precision of FISBA Shanghai shall be assessed solely based on technical data provided by FISBA Shanghai or its affiliates. A Contracting Party shall immediately forfeit its entire warranty rights if that Contracting Party or any third party amends or repairs delivered products without the prior written consent of FISBA Shanghai or uses any delivered products improperly or against the express instruction of FISBA Shanghai or does not timely notify FISBA Shanghai of any defect. Any warranty claims of a Contracting Party shall be time barred thirty-six (36) months from delivery unless an applicable statutory provision mandatorily provides for a longer limitation period. Goods and services provided by a third party which are part of a delivery of FISBA Shanghai shall exclusively be subject to the warranties of such third party.

服务的，缔约方均无权因此要求赔偿损害或损失。

10. 首件检验报告 (FAI)

缔约方在收到费西巴上海交付的任何货物相应的首件检验报告 (FAI) 后的90天内，如果未提交书面的反馈报告，则被视为已通过验收。

11. 检查与验收

缔约方应检查费西巴上海交付的任何货物（检查义务），并在收货后立即（最迟在收货后14个日历日内）通过信函或电子邮件向费西巴上海书面通知任何缺陷（通知义务）。如果缔约方未在交货后14个日历日内检查货物并向费西巴上海通知任何缺陷，则视为缔约方已认可交货，并丧失其全部保修权利。如果缔约方发现其无法在收货后14个日历日内发现的任何缺陷，其应在发现缺陷后立即以信函或电子邮件书面通知费西巴上海。

12. 保证

费西巴上海保证，其交付的产品在离开费西巴上海经营场所时于材料和功能方面均无任何缺陷。缺陷还包括根据产品说明书本应具有但实际缺少的特性。费西巴上海就精度作出的任何保证，仅可根据费西巴上海或其关联方提供的技术数据进行评估。如果缔约方或任何第三方未经费西巴上海事先书面同意对所交付产品作出修改或维修，或不当使用任何已交付产品，或违背费西巴上海的明确指示使用任何已交付产品，或未及时向费西巴上海通知任何缺陷，则该缔约方立即丧失全部保修权利。除非任何适用法律强制规定更长的期限，否则缔约方提出任何保修主张的时效应为交货后三十六（36）个月内。作为费西巴上海交货的一部分而由第三方提供的商品和服务，仅由该第三方提供保修。

Until expiration of a warranty period and provided a delivery is demonstrably defective, FISBA Shanghai shall undertake, at its free and absolute discretion, to either repair the defective products or to deliver products free from defects or to reduce the purchase price for the defective products in an amount equaling the decrease in value of the defective products. Any other warranties, any guarantee whatsoever as well as any other liability of FISBA Shanghai shall expressly be excluded unless the agreement with respect to the affected products expressly provides for otherwise.

13. Liability

FISBA Shanghai excludes any liability to the largest extent permitted by law. FISBA Shanghai in particular excludes any liability whatsoever for any negligence other than gross negligence and for any auxiliary persons. FISBA Shanghai shall not be liable for any indirect or consequential damages and losses which are caused by delivered products, nor for any damages whatsoever which arise out of or in connection with the use or the installation of any products delivered by FISBA Shanghai. Consequential damages include, but are not limited to, production downtimes, loss of orders or data, lost profit, and any third party claims. Moreover, FISBA Shanghai excludes any liability for any delays or other defaults which are caused by a Contracting Party, which originate from the sphere of risk of a Contracting Party or which are caused by any force majeure events.

Any technical advice by FISBA Shanghai or its affiliates shall be given with the exclusion of any liability to the extent permitted by law. A technical advice by FISBA Shanghai or its affiliates does not release a Contracting Party from its duty to examine the delivered products as regards their suitability for the intended purpose and the intended application.

A Contracting Party undertakes to strictly comply with the products operation manual or instructions of which the Contracting Party was informed by FISBA Shanghai or its affiliates as well as the protective regulations which apply in the relevant countries and jurisdictions.

14. Reservation of Property Rights

Any products delivered by FISBA Shanghai shall remain the sole and unencumbered property of FISBA Shanghai until all amounts are fully paid which are due in relation to the particular delivery of such products.

在保修期届满之前，如果所交付货物被证明存在缺陷，则费西巴上海将自主决定修理缺陷产品，或提供无缺陷的产品，或降低缺陷产品的采购价格，降价幅度应与缺陷产品的价值减损程度相同。除非有关受影响产品的协议另有明确规定，否则明确排除费西巴上海的任何其他保证、任何形式的担保以及任何其他责任。

13. 责任

费西巴上海在法律允许的最大范围内排除任何责任。特别是，费西巴上海不对任何疏忽（重大疏忽除外）和任何辅助人员承担任何责任。对于因所交付产品引起的任何间接或继发性的损害和损失，以及任何因费西巴上海所交付产品的使用或安装而引起或与之相关的损害，费西巴上海概不负责。间接损害包括但不限于生产停工、订单或数据丢失、利润损失以及任何第三方索赔。此外，对于因缔约方引发的、源自缔约方风险范围的或因任何不可抗力事件引起的任何迟延或其他违约，费西巴上海不承担任何责任。

费西巴上海或其关联方提供任何技术建议的，应在法律允许的范围内排除任何责任。费西巴上海或其关联方的技术建议不免除缔约方检查所交付产品是否符合预期目的和预期用途的义务。

缔约方承诺严格遵守费西巴上海或其关联方告知的产品操作手册或说明，以及相关国家和辖区适用的保护性法规。

14. 所有权保留

在缔约方全额支付特定批次产品所有应付款之前，费西巴上海交付的该等批次产品的所有权仍归属于费西巴上海，且不存在任何权利负担。

A Contracting Party shall assist FISBA Shanghai upon its first demand in taking any measures which are required to protect the property of FISBA Shanghai, in particular with respect to recovery of the title and ownership of any products.

15. Confidentiality

The Contracting Party undertakes to keep confidential any data, documents and information for any time before, during and after the business relationship with FISBA Shanghai which it receives from FISBA Shanghai or its affiliates, employees, agents, from third parties about FISBA Shanghai or its affiliates or about products of FISBA Shanghai or its affiliates (including, but not limited to parts and procedures) and which are either designated as confidential or similar or whose confidential nature is recognizable (e.g. assembly instructions or process descriptions) (herein collectively referred to as "FISBA Confidential Information").

Disclosure shall be permitted if required by a final court verdict or administrative order or towards employees or agents of a Contracting Party, provided that, with respect to agents, they are subject to an at least similar confidentiality undertaking and further provided that any disclosure shall always be limited to the absolutely necessary extent. FISBA Shanghai or its affiliates shall have the right to take any measures to the largest extent permitted by law which it deems fit in its sole and absolute discretion against any violation of this clause by a Contracting Party as well as any third party. In any case, the fact that FISBA Shanghai or its affiliates takes such measures shall not entitle a Contracting Party and any third party to further violate the confidentiality undertaking.

Upon written request by FISBA Shanghai or termination of the business relationship with the Contracting Party, all physical or electronic materials (including the duplicate or copy thereof) containing or relating to FISBA Confidential Information shall be permanently destroyed in the presence of FISBA Shanghai's authorized representative, or returned by the Contracting Party to FISBA Shanghai. Such destruction or return shall be documented in writing and sent to FISBA Shanghai. The Contracting Party shall provide a written statement to FISBA Shanghai that it does not possess any FISBA Confidential Information in any form upon the destruction or return.

In case of any violation of the confidentiality undertakings, the Contracting Party shall pay FISBA Shanghai liquidated damages in an amount of RMB 1'000'000 per violation.

经费西巴上海首次请求，缔约方应协助费西巴上海采取保护费西巴上海财产所需的任何措施，特别与收回任何产品的所有权有关的措施。

15. 保密

缔约方承诺，在与费西巴上海建立业务关系之前、过程中和之后的任何时间，其将对从费西巴上海或其关联方、雇员、代理商或第三方处获得的与费西巴上海或其关联方、或费西巴上海或其关联方的产品（包括但不限于零件和程序）有关的并被指定为机密或保密性质的或其保密性质被认可的（例如，组装说明或工艺描述）的任何数据、文件和信息（以下合称“费西巴保密信息”）保密。

如果最终法院判决或行政命令要求披露，或披露是面向缔约方的雇员或代理商，则允许披露，但前提是，代理商应受制于至少类似的保密义务，且任何披露均应始终限制在绝对必要的范围。对于缔约方及任何第三方违反本款规定的行为，费西巴上海或其关联方均有权在法律允许的最大范围内采取其自主认为适当的措施。在任何情况下，费西巴上海或其关联方采取该等措施的事实，均不使缔约方和任何第三方有权进一步违反保密承诺。

费西巴上海提出书面请求，或费西巴上海与缔约方之间业务关系终止的，缔约方应在费西巴上海授权代表在场时永久销毁或退回所有包含费西巴保密信息或与费西巴保密信息有关的物理或电子材料（包括其副本或复制件）。缔约方应以书面形式记录该等销毁或退回，并将记录发送给费西巴上海。缔约方应向上海费西巴提供书面声明，表明其在销毁或退回后不再持有任何形式的费西巴保密信息。

如其违反保密义务，缔约方应向费西巴上海支付违约金，每次违约金为 1,000,000 元人民币。

Confidentiality undertakings which have been specifically agreed with a Contracting Party shall precede the above stated confidentiality undertaking.

16. Intellectual Property Rights (IPR)

Any intellectual property of FISBA Shanghai or its affiliates including knowledge which has been developed and/or provided by FISBA Shanghai or its affiliates in rendering the relevant delivery or service remain the sole and unencumbered property of FISBA Shanghai or its affiliates (herein collectively referred to as "FISBA IPR"). The intellectual property is protected by intellectual property rights such as patents, trade mark, design and copy rights. The Contracting Party shall fully respect and honor these rights. The Contracting Party must not make available any FISBA IPR to third parties including any of its affiliates.

The Contracting Party must refrain from reverse engineering any parts of FISBA products.

The Contracting Party is not entitled to copy, modify, transfer, or transform in another form any part of FISBA products.

The Contracting Party undertakes not to register any FISBA IPR in or out of China, no matter such IPR has been registered by FISBA Shanghai or its affiliates and no matter such IPR can be granted or approved by relevant authorities in or out of China.

The Contracting Party must not challenge or attack or attempt or intimidate to challenge or attack the validity and stability of FISBA IPR (present or future). And the Contracting Party must not support third parties in the aforementioned behaviours.

The Contracting Party shall support FISBA Shanghai or its affiliates upon request if third party challenges, attacks against or infringes upon FISBA IPR.

Nothing contained in these GT&C or any agreement made by FISBA Shanghai or its affiliates shall be construed as granting any rights to the Contracting Party with regard to any and all FISBA IPR.

In case of any violation of the IPR protection obligations, the Contracting Party shall pay FISBA Shanghai liquidated damages in an amount of RMB 1'000'000 per violation.

17. Compliance

The Contracting Party covenants to fully adhere to any applicable laws, rules and regulations, in particular any anti-bribery and anti-trust laws, rules and regulations. A Contracting Party particularly

缔约方明确同意的保密承诺应优于上述保密承诺。

16. 知识产权

费西巴上海或其关联方的任何知识产权,包括费西巴上海或其关联方在提供相关货物或服务过程中开发和/或提供的知识,均为费西巴上海或其关联方的专属无负担财产(以下统称为“费西巴知识产权”)。知识产权受专利、商标、设计和著作权等知识产权保护。缔约方应充分尊重和尊敬该等权利。缔约方不得向第三方(包括其任何关联方)提供任何费西巴知识产权。

缔约方不得对费西巴产品的任何部分进行反向工程。

缔约方无权复制、修改、转换或以其他方式转变费西巴产品的任何部分。

缔约方承诺,无论费西巴上海或其关联方是否已注册该知识产权,或该等知识产权是否可在中国境内或境外获得有关当局授予或批准,缔约方亦不得在中国境内或境外注册任何费西巴知识产权。

缔约方不得质疑或攻击或企图或威胁质疑或攻击费西巴知识产权(现在或将来)的有效性和稳定性。缔约方不得支持第三方的上述行为。

如果第三方质疑、攻击或侵犯费西巴知识产权,依费西巴上海或其关联方请求,缔约方应提供支持。

该等一般条款和条件或费西巴上海或其关联方达成的任何协议中的任何内容均不得解释为向缔约方授予与任何和所有费西巴知识产权相关的任何权利。

如其违反知识产权保护义务,缔约方应向费西巴上海支付违约金,每次违约金为1,000,000元人民币。

17. 合规

缔约方承诺完全遵守任何适用法律、法规和规章,特别是任何反贿赂和反垄断法律、法规和规章。缔约方明确承诺,其不会向费西巴上海

covenants not to grant, offer or promise any unlawful advantages to any employee, agent or affiliate of FISBA Shanghai. The same duties and obligations apply to any employees, agents and auxiliary persons of the Contracting Party as well as other third parties who act in accordance with instructions of the Contracting Party.

The Contracting Party shall solely and exclusively be responsible for making sure that its products and services in which products of FISBA Shanghai are integrated or on which its products and services are based do not violate any intellectual property rights of FISBA Shanghai or any third party intellectual property rights. In case of any violation of third party intellectual property rights, the Contracting Party undertakes to take over any dispute with the third party and to fully indemnify and hold harmless FISBA Shanghai.

18. Place of Jurisdiction, Place of Dept Enforcement, Applicable Law

Any dispute or controversy for all matters arising out of or in connection with a business relationship between FISBA Shanghai and the Contracting Party shall be finally settled by the competent court with the place of jurisdiction. The place of jurisdiction and the place of debt enforcement for all matters arising out of or in connection with a business relationship between FISBA Shanghai and the Contracting Party shall be the domicile of FISBA Shanghai in Shanghai (China). FISBA Shanghai shall have the right, however, to institute proceedings against a Contracting Party at any other competent authority or court.

Any business relationship between FISBA Shanghai and a Contracting Party shall in its entirety be governed by People's Republic of China (PRC) law with the exclusion of any laws of conflict and any international treaties (such as the United Nations Convention on Contracts for the International Sale of Goods).

19. Salvadorian Clause

If a provision of these GT&C turns out to be ineffective, the reminder of the GT&C shall not be affected by such ineffectiveness. The Parties agree to replace the ineffective provision by an effective provision which approximates the ineffective provision to the largest extent possible.

Shanghai, August 28, 2024

的任何雇员、代理商或关联方授予、提供或承诺任何不法利益。缔约方的任何雇员、代理商和辅助人员，以及按照缔约方的指示行事的其他第三方，均应承担相同的职责和义务。

缔约方应单独地排他地负责确保其包含费西巴上海产品的或基于费西巴上海产品而形成的其自身的产品和服务不侵犯费西巴上海或任何第三方的任何知识产权。如有任何侵犯第三方知识产权的行为，缔约方承诺负责与该第三方的任何纠纷，同时承诺全额赔偿并确保费西巴上海免受损害。

18. 管辖地、债务执行地、适用法律

因费西巴上海与缔约方之间业务关系引起或与之相关的任何事项纠纷或争议，应由管辖地的主管法院最终解决。因费西巴上海与缔约方之间业务关系引起或与之相关的所有事项的管辖地和债务执行地应为费西巴上海在中国上海的住所。但是，费西巴上海有权向任何其他主管当局或法院对缔约方提起诉讼。

费西巴上海与缔约方之间的任何业务关系均受中华人民共和国（中国）法律管辖，但不包括其中的任何冲突法规则和任何国际条约（例如《联合国国际货物销售合同公约》）。

19. 可分割性

如果该等一般条款和条件的任何规定被证明无效，一般条款和条件的剩余部分不受该无效性影响。双方同意以尽可能接近无效规定的有效规定代替无效规定。