

1. CONFLICTING TERMS AND CONDITIONS

1. 冲突条款及条件

The following are the terms and conditions of sale (collectively, "Conditions of Sale") for all products (the "Products") sold by Aptar (Suzhou) Dispensing System Co., Ltd (the "Company") to the buyer ("Buyer"). Any Company quotation (each, a "Quotation") or order confirmation (each, an "Order Confirmation") is an offer subject to and expressly conditioned upon these Conditions of Sale, except to the extent otherwise stated or agreed by the Company in writing. Any provisions, conditions, or terms contained in Buyer's purchase order (each, a "Purchase Order") which are in addition to or not consistent with the Company's offer and these Conditions of Sale, are null and void and not binding on the Company. Buyer and Company agree that these Conditions of Sale are the exclusive terms and conditions of sale between Buyer and Company with respect to the Products, that they apply to all Purchase Orders accepted by Company as provided in Section 2.c below (each, an "Order") and that they supersede and replace all other prior and contemporaneous quotes, proposals, and other communications and understandings between the parties, whether oral, written, electronic or implied, relating to the subject matter hereof. In the event of any conflict between these Conditions of Sale and Company's special terms as set out in a Quotation and/or an Order Confirmation and/or any other separate written document issued by Company, the provisions of such special terms shall prevail over the provisions of the Conditions of Sale.

以下是由万通（苏州）定量阀系统有限公司（“公司”）售与买方（“买方”）的全部产品（“产品”）的销售条款与条件（统称“销售条件”）。除非公司另行书面声明或书面同意，任何公司的报价单（单独称为“报价单”）或订单确认函（单独称为“订单确认函”）构成一项受限于本销售条件且明确以本销售条件为条件的要约。买方采购单（单独称为“采购单”）中所载的任何对公司所发要约及该等销售条件附加的或与之不符的规定、条件、条款均无效且对公司无约束力。买方与公司同意，该销售条件是买方与公司关于产品的排他性的销售条款和条件，适用于公司根据下述第 2.c 条之规定所接受的所有采购单（单独称为“订单”）且优于并代替任何其他先前的和当前不论以口头或书面、电子或默示的方式作出的与本销售条件主体事项有关的标的报价、提案及其他双方之间的沟通和理解。如本销售条件与公司发出的报价单和/或订单确认函和/或任何其他单独书面文件中所载的特殊条款存在冲突，则应以该特殊条款的规定为准。

These Conditions of Sale is mutually negotiated and specifically prepared by the Buyer and the Seller for the transactions between the Buyer and the Seller as described above, and may not be used for any other purposes.

该等销售条件由买卖双方为上述交易互相协商并专门制作，不得用于任何其他目的。

Buyer and Company are referred to collectively as Parties, and individually as a Party.

买方及公司合并称为“双方”，单独称为“一方”。

2. PRICES, ORDERS, INVOICES AND PAYMENT

2. 价格、订单、发票及付款

Unless otherwise specified, prices quoted are for the Products only, and do not include any amount for freight, insurance, fees, custom duties, or State or Local excise, sales, use, service, occupation, gross income, property or similar taxes, all of which are the responsibility of the Buyer. The Company shall have the right to include taxes which may be applicable to the prices for the Products in the event that Buyer does not supply the Company, prior to delivery of the Products from the Company to Buyer, appropriate sales, use, excise or other applicable tax exemption certificates. Prices quoted are subject to change or cancellation at any time without notice and in any event expire thirty (30) days following the date of the quote, unless otherwise indicated therein or extended in writing by Company.

除非另有其他规定，所报价格仅适用于产品本身，不包括运费、保险、手续费、关税，或国家或地方征收的消费税、营业税、使用税、服务税、占用税、毛收入税、财产税或其他类似税费等应由买方承担的任何税费。如公司向买方交付货物之前买方未向公司提供适当的营业税、使用税、消费税或其他可适用的免税证明，则公司有权将该等可对产品价格适用的税费计入产品价格。所报价格可于任何时间未经通知而变更或取消，且在任何情况下应于报价之日三十（30）日后到期，除非报价单另有规定或经公司书面延期。

Company reserves the right to make adjustments to pricing, Product offerings and Product warranties for reasons including, without limitation, changing market conditions, Product discontinuation, Product and raw material unavailability, manufacturer price changes, supplier price changes and errors in quotes or advertisements.

公司保留因包括但不限于市场情况改变、产品停产、产品及原材料不足、生产价格变动、供应价格变动以及报价或广告错误等原因调整定价、产品供应及产品保证的权利。

All Purchase Orders are subject to acceptance by Company. Company shall not be bound to sell any Products to Buyer unless Company has accepted a Purchase Order by issuing a written Order Confirmation to Buyer or by shipping Product subject to a Purchase Order.

所有采购单须被公司接受。除非公司通过向买方发出书面订单确认函或按照采购单进行发货的形式已接受该采购单，否则公司无义务将任何产品售与买方。

Unless otherwise mutually agreed by Buyer and Company in writing, Company invoices shall be

due and payable in RMB thirty (30) days from the issuance date of Company's invoice, without deduction, withholding or set-off. Time of payment is of the essence. If Buyer at any time is delinquent in the payment of any invoice, Company may in its sole discretion, and without prejudice to its other rights, withhold shipment of any Order. Any expenses incurred by payment shall be solely borne by the Buyer. Any sum not paid by Buyer when due shall bear interest until paid at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is higher. In the event of a payment default, Buyer shall be responsible for all of Company's costs of collection including, but not limited to, court costs, filing fees and attorneys fees. Partial payments shall be applied in the following order of priority: (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by Company in recovering late payments.

除非买方与公司另行书面同意，公司发票应自该发票签发之日起三十（30）日内到期并以人民币进行支付，且不得有任何扣减、代扣或抵销。付款的时间非常重要。如买方在任何时间怠于支付任何发票，则在不损害公司其他权利的前提下，公司可自行扣压任何订单的发货。因支付产生的任何费用应由买方单独承担。买方尚未支付的任何到期价款，应以月利率 1.5%或可适用的法律允许的最高利率两者中的较高者计算利息。如买方不履行付款义务，其应承担公司为收回该费用发生的一切费用，包括但不限于诉讼费、申报费及律师费。部分付款应按下列优先顺序进行：(i) 尚未支付的发票（最早者优先）；(ii) 任何迟延支付利息，及 (iii) 公司为获取迟延付款而产生的费用。

The Quotation is subject to the Company's current credit policies and practices. The Company reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms, including without limitation the requirement that Buyer make full or partial advance payment. In the event of a complete or partial failure to pay, the Company may, at its option, revoke any credit extended to Buyer, suspend all shipments under open Orders until Buyer's account is current, or offset such amount against any payments due or that become due from the Company or its Affiliates to Buyer including without limitation payment due to Buyer.

报价单应符合公司现行的信用政策及实践。公司保留自行批准、不予批准或变更买方信用额度或施加信贷条件的权利，包括但不限于要求买方支付全部或部分预付款。如果买方完全或部分无法支付价款，公司可自行撤销授予买方的任何信用额度，中止未结订单下的一切发货，直到买方支付全部价款，或从应由公司或其关联方向买方支付的任何到期价款（包括但不限于买方应获得的价款）中将该等款项抵扣。

For good and valuable consideration, the receipt and sufficiency of which Buyer hereby acknowledges, Buyer grants to the Company a security interest and right of possession in and to the Products covered hereby, and all accessions, replacements, proceeds, and products thereto or therefrom, to secure payment of the purchase price of such Products until Buyer makes full payment. Buyer will cooperate in whatever manner necessary to assist the Company in perfecting and recording such security interest.

鉴于买方承认的业已足额收取的有效的对价，买方在此向公司提供担保权益和对本销售条件下产品的占有权，以及由此产生的一切添附、代替物、孳息和产品以担保该产品价款的支付，直至买方全额付款为止。买方将以任何必要的方式与公司合作，以协助公司完善并记录该担保权益。

3. DELIVERY

3. 交付

For shipments within the P.R.China (excluding Hong Kong, Macau or Taiwan, same below), all Product deliveries are made F.O.B. at the Company's shipping location, freight collect. For international shipments, deliveries are made in accordance with the 2010 Incoterms of the International Chamber of Commerce (ICC) as set forth in the applicable Quotation. Title and risk of loss or damage to Products shipped within the P.R.China shall pass to Buyer upon delivery of the Products to the Buyer at the F.O.B. delivery point. For international shipments, title and risk of loss or damage to the Products will pass to Buyer upon delivery of the Products to the applicable ICC Incoterms 2010 delivery point. Should Buyer or its carrier fail to pick up the Products on the scheduled delivery date, the Company reserves the right to invoice Buyer reasonable storage fees for the Products from and after such date. The Company may also give Buyer notice of its intent to sell the Products, set a reasonable grace period for pick-up and then sell the Products at a commercially reasonable price without prejudice to its right to claim damages from Buyer for any shortfall resulting from such sale or account to the Buyer for any excess achieved over the price in the Order Confirmation, in both cases having taken into account any charges related to the sale, or rescind the sale after such grace period.

对于中华人民共和国（不包括香港、澳门或台湾，下同）境内的发货，一切产品的交付应按 F.O.B. 交货地点、运费到付的条件进行。对于国际范围的发货，交付应根据可适用的报价单上所载的《国际商会 2010 年国际贸易术语解释规则》进行。对于中华人民共和国境内的发货，产品的所有权及灭失或毁损的风险应自产品于 F.O.B. 交货地点交与买方后转移至买方。对于国际范围的发货，产品的所有权及灭失或毁损的风险应自产品交至《国际商会 2010 年国际贸易术语解释规则》所规定的交货地点后转移至买方。如果买方或其承运人未能在预定的交付日期接收产品，公司保留就自该日期之后产生的合理的产品仓储费向买方开具发票要求付款的权利。公司可向买方发出通知表明其出售产品的意图，设定接收产品的合理宽限期，并在不损害公司向买方就该次出售造成的差价损失寻

求损害赔偿，或向买方转入该次出售获得的超过**订单确认函**中价格部分的权利的前提下(上述两种情况均已将与该次出售有关的任何费用计入)，在宽限期过后将**产品**以合理的商业价格出售，或者在该等宽限期届满后撤销出售。

Delivery dates for Products provided by Company are not guaranteed dates for delivery of the Products. Lead times for deliveries, if provided in the Quotation, shall not commence until Buyer has provided Company with all technical information necessary to process the Order and/or set up the means of credit or payment provided for in the Order Confirmation.

公司提供的**产品**交付日期并非**产品**保证交付的日期。在**买方**已向**公司**提供了处理**订单**所需的一切技术信息，以及/或者**买方**已在**订单确认函**中确定了信贷方式或付款方式之前，订货至交货的时间（如在**报价单**中定明）不得开始起算。Buyer shall arrange for receipt of the Products per the acknowledged and accepted scheduled delivery date noted on the Order Confirmation. Failure to take delivery of Products on the scheduled date will result in a storage fee assessed at a monthly rate of 2.5% of the value of the Products.

买方应根据其在**订单确认函**中确定的且接受的预定交付日期安排**产品**的接收。如**买方**未能在预定日期接收**产品**，则将产生按月收取的以**产品价格**的 2.5%计算的仓储费。

Unless otherwise agreed to by Company in writing, the quantity of every Order for Products delivered by Company may be up to five percent (5%) greater or less than the quantity specified in the Order Confirmation, and Company may invoice Buyer, and Buyer shall pay Company, for such greater or lesser quantity accordingly.

除非**公司**另行书面同意，**公司**交付的任一**产品**订单的数量可多于或少于**订单确认函**中规定数量的百分之五（5%），且**公司**可向**买方**开具发票要求付款，**买方**应相应向**公司**支付该等多于或少于规定数量的**产品**的价款。

Company reserves the right to ship and invoice Orders in installments.

公司保留将**订单**分批发货和分批开具发票的权利。

Any claim for short shipment, wrong shipment and package damage must be made in writing to Company within three (3) days following the date of delivery of the relevant shipment of Products. 任何对发货短缺、错误发货及包装损坏的索赔须在**产品**相关交付日期之后的三（3）日内以书面方式向**公司**提出。

Buyer shall accept or reject Products within thirty (30) days following delivery. In the event that Buyer fails to notify Company in writing of rejection and the specific grounds therefor within such time period, Buyer shall be conclusively deemed to have accepted such Products without qualification.

买方应在**产品**交付后的三十（30）日内接受或拒收**产品**。如**买方**未能在该期限内向**公司**发出载明该等拒收及其明确理由的书面通知，**买方**应被确定地视为已毫无保留地接受该等**产品**。

4. CHANGE OR CANCELLATION OF ORDERS

4. 订单的变更或取消

Upon receipt of the Purchase Order from the Buyer, the Company reserves the right to immediately procure materials and start production. The Buyer shall be liable for any raw materials, components, semi-finished Products or finished goods purchased or produced at the time of any Purchase Order change or cancellation.

一经收到**买方**的**采购单**，**公司**保留立即采购原料和开始生产的权利。**买方**应对**采购单**发生任何变更或取消时采购或生产的任何原材料、组件、半成品**产品**或成品承担责任。

5. PRODUCT SUITABILITY

5. 产品可适用性

It is the Buyer's sole responsibility to (i) choose the Products and define any special or customised technical or packaging specifications for the Products, (ii) ensure that the Products that it orders from the Company are suited for their intended use, (iii) ensure the Products are compatible with the content that the Buyer is to put in the finished packaging and products sold by the Buyer and (iv) ensure compliance with all applicable regulations of the finished products that it markets.

买方应独立承担下列责任 (i) 选择**产品**并确定任何特殊的或定制的**产品**技术规范或包装规格，(ii) 确保其自**公司**订购的**产品**适用于其预期用途，(iii) 确保**产品**适于放置于成品包装和**买方**所售的**产品**中，以及 (iv) 确保符合所有可适用于**买方**在市场上出售的成品的规则。

Company may perform tests for compatibility; such testing, however, is not a duty of Company. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT ANY TESTS BY COMPANY ARE ADEQUATE OR SUFFICIENT FOR BUYER'S PURPOSES, AND BUYER AGREES NOT TO HOLD COMPANY RESPONSIBLE FOR SUCH ADEQUACY OR SUFFICIENCY.

公司可对**产品**的可兼容性进行检测；但该等检测并非**公司**的一项义务。**公司**不对其为**买方**之目的进行的检测的是充足的或充分的作任何明示的或默示的陈述或保证，且**买方**同意不要求**公司**就该等充足性或充分性承担任何责任。

6. WARRANTY

6. 保证

Prototypes, samples and other development Products are sold "AS-IS" and without any

representation or warranty, express or implied. It is stipulated that any variations or differences observed in the Products from models, prototypes or mock-ups, drawings, brochures, websites and advertising, which are for guidance only, may not be considered as defects or non-compliance.

原型、样品及其他开发**产品**均**按原样**出售，且无任何明示的或默示的陈述或保证。如**产品**与仅供参考用的模型、原型或实物模型、设计图纸、使用手册、网页及广告信息相比存在任何变动或差异，该等变动或差异不得被视为缺陷或不符合要求。

Products sold hereunder are warranted by the Company to be free from material defects in design, material and workmanship under normal use and correct storage conditions, and conform to the specifications provided by Company along with the Quotation for the Products or, with respect to orders for Products set out in an Order Confirmation, to Buyer's written specifications previously accepted by the Company in writing. In case any defect is not apparent on reasonable inspection ("Hidden Defects"), Buyer shall notice the Company within 2 days upon the found of the Hidden Defects and immediately stop its production to limit any harmful consequences that such defect may have. The Company is entitled to decide, in its own sole discretion, the measures for the defected Products, including without limitation to source, replace, repair, return and destroy. Failing any claim within that period for such defects, the Buyer shall be considered as having accepted the defects and the Company shall no longer be liable with respect to them. In no event will Company be liable for the warranty later than a period of one (1) year from and after the date of delivery of the Products to Buyer, no matter the apparent defects or Hidden Defects. Company is not responsible for normal wear and tear of the Products, Buyer's negligence or any non-conformity or defect in the Products that (i) is created after the Product is shipped by Company, including any non-conformity/defect resulting from the negligence, handling, maintenance or failure to properly use, maintain or store the Products of Buyer, its customers, suppliers or contractors; (ii) results from modifications to the Products by Buyer or a third party, or (iii) results from components or materials provided by or on behalf of Buyer. Buyer's sole and exclusive remedy, and the Company's sole and exclusive obligation under this warranty, is to at Company's option, repair, replace or issue to Buyer a credit for the purchase price for any Products sold hereunder with any defect or non-conformity warranted against, provided the Company receives written notice of the defect during the period of warranty and Buyer returns the defective Products to the Company at a location designated by the Company accompanied by Company's formal written return authorization. If the Company determines that the Product conforms to the Order Confirmation, the Product will be returned at Buyer's expense and Buyer shall reimburse the Company for expenses incurred by examining the allegedly defective Products and bear its own losses.

公司保证根据本**销售条件**出售的**产品**在正常使用中以及在正确地存储条件下不存在设计、材料及工艺上的重大缺陷，并符合**公司**就该**产品**与**报价单**一并提供的规格，或就**订单确认函**中所载的**产品**订单符合先前被**公司**书面接受的**买方**的书面规格。如果存在任何经合理检查仍不明显的缺陷（“**隐藏缺陷**”），**买方**应自发现该等**隐藏缺陷**后 2 日内通知**公司**并立即停止生产以限制该等缺陷可能产生的损害后果。**公司**有权自行决定处理缺陷**产品**的措施，包括但不限于追溯**产品**来源、替换、修理、退换和销毁该**产品**。如**买方**未能在上述合理期限内主张该等缺陷，则**买方**应被视为已经接受该等缺陷，且**公司**应不再对此承担责任。

公司在任何情况下均不对自向**买方**交付**产品**之日起满一（1）年之后的**产品**承担任何保证责任，不论其为明显缺陷或**隐藏缺陷**。**公司**不对正常磨损、因**买方**过失或因如下情况造成的**产品**的不符合要求或缺陷承担责任 (i) 发生于**产品**发货之后，包括因**买方**及其顾客、供应商或承包商的过失、处理、维持或未能适当使用、维持或贮存**产品**而产生的；(ii) 因**买方**或第三方对**产品**进行改造而产生的；或 (iii) 由**买方**或代表**买方**提供的组件或材料而产生的。本保证下**买方**的唯一及全部救济，以及**公司**的唯一及全部义务为由**公司**选择对本保证所针对的存在缺陷或不符的**产品**进行修理、替换或向**买方**提供根据本**销售条件**出售的任何该等**产品**购买价款的信用额度，前提是**公司**须在保证期内收到书面缺陷通知，且**买方**须获得**公司**正式的书面退还授权并将缺陷**产品**于**公司**指定地点退还给**公司**。如**公司**认为**产品**符合**订单确认函**，则该等**产品**将发还给**买方**并由**买方**支付相关费用，且**买方**应赔偿**公司**因检验被指称缺陷的**产品**而产生的费用并承担其自身损失。

The Company disclaims any and all liability for equipment, materials and software not furnished by the Company which is attached to, or used in conjunction with, the Products and the Company disclaims all liability for operation of the system, if any, of which the Products are a part.

公司不承担任何及一切与非由**公司**提供的附属于**产品**或与**产品**结合使用的设备、材料和软件有关的责任，且**公司**不对**产品**构成其组成部分的系统的运作，如有，承担责任。

The warranty provided in paragraph 6. b) above is extended by the Company to Buyer only, and is the complete and exclusive warranty for Products manufactured by the Company. Company specifically excludes any warranty of suitability, adaptability or compatibility of the Products with the Buyer's needs for the purposes of manufacturing finished, semi-finished or intermediate products, for the purposes of incorporating the Products into other products. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. COMPANY ALSO DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

APTAR (SUZHOU) DISPENSING SYSTEMS CO., LTD.,

Main office: Building 25, Dongjing International District, Jintian Road, Suzhou Industrial Park, 215123, Jiangsu, China

WITH RESPECT TO THE PRODUCTS. This warranty shall not be enlarged and no obligation or liability shall arise out of the Company's rendering of technical advice and/or assistance.

上述第 6.b) 条规定的保证仅适用于公司向买方作出的保证, 且该等保证是对公司生产的产品的一种完全的、唯一的保证。公司专门排除对买方为将产品并入其他产品之目的生产成品、半成品或中间产品所需的产品可适用性、适应性、可兼容性作出保证。除本销售条件特别规定外, 一切明示的或默示的保证(包括对特定用途的产品之适用性及适用性的默示保证) 应予排除。公司亦不对不侵犯与产品有关的第三方享有的知识产权提供任何保证。本保证不得被扩大适用, 且不得因公司提供技术建议和/或技术支持产生任何义务或责任。

The Buyer represents and warrants that any customized specifications for the Products provided to the Company do not and will not infringe the rights of third parties (including but not limited to any third party Intellectual Property Rights).

买方陈述和保证其向公司提供的任何定制的产品规格没有且将不会侵犯第三方的权利(包括但不限于任何第三方所享有的知识产权)。

7. LIMITATION OF LIABILITY

7. 责任限制

No action shall be brought for any breach of these Conditions of Sale more than two (2) years after the accrual of such cause of action or any period stipulated by law, which one is earlier.

对违反本销售条件提起的诉讼不得自该等诉因发生起满两年或任何法律规定的期间(两者中取较早者)之后提起。

Buyer's exclusive remedy and Company's maximum liability shall not in any case exceed the purchase price for the relevant Products giving rise to the claim, regardless of whether the claim is based on contract, breach of warranty, negligence (including gross negligence), strict liability, statutory violation, or otherwise, notwithstanding any failure of essential purpose or of any limited remedy. Under no circumstances AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN shall COMPANY OR ITS AFFILIATES be liable for any consequential, incidental, special, punitive, or exemplary damages, lost profits, OR interruption of business losses, costs, or expenses of any kind, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for these Conditions of Sale.

买方的全部救济以及公司的最大责任在任何情况下不得超过导致索赔的有关产品的购买价格, 不论该索赔是基于违约、违反保证义务、过失(包括重大过失)、严格责任、法定违约或其他原因, 即便其导致合同根本目的或有限救济无法实现。在任何情况下, 且即便导致本销售条件项下任何救济的根本目的无法实现, 公司或其关联方均不对任何间接的、偶然的、特殊的、惩罚性的或惩戒性的赔偿金、利润损失、或因业务中断产生的任何形式的损失、成本或支出承担责任, 即使公司已被告知该等赔偿金产生的可能性。双方明确同意上述赔偿金额限制是构成本销售条件对价的一部分的一种风险分配。

8. LICENSES; INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

8. 许可; 知识产权及赔偿

The sale of the Products furnished hereunder does not convey any license by implication, estoppel or otherwise under any proprietary, patent right or other Intellectual Property Rights (as defined below) of the Company covering the Products or combination of the Products with other elements. Unless otherwise agreed to in writing, the Company retains all title and all rights to Intellectual Property Rights relating to the Products. Except as specifically provided herein, the sale of Products conveys no license to Buyer under any Intellectual Property Rights of the Company.

本销售条件规定的产品销售并不通过默示的方式、禁止反言或其他方式构成公司对产品或产品与其他元素的复合品所享有的所有权、专利权或其他知识产权(见下述定义)下的任何许可的让渡。除另有书面约定外, 公司保留产品所有权和一切与产品有关的知识产权。除非本销售条件另有明确约定, 产品的出售不会将任何公司所享有的知识产权下的许可与买方。

Buyer shall defend, indemnify and hold harmless Company and the entities that control, are controlled by, or are under common control with Company (such entities, "Affiliates"), and its and their directors, officers, employees, successors and assigns from and against any claims, demands, lawsuits, losses, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel), and judgments and settlements of every kind that may be made by any third party arising out of or relating to any claim that the specifications, designs, processes or requirements for the Products provided by Buyer infringe or misappropriate any third party Intellectual Property Rights. For purposes hereof, the term "Intellectual Property Rights" mean, collectively, copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of P.R.China, or any other state, country or jurisdiction.

买方应为公司, 控制公司、为公司所控制或与公司处于共同控制下的实体(该

等实体称“关联方”)、及其公司董事、高级管理人员、雇员、继受者、受买方进行抗辩、赔偿, 并使上述各方免受任何因针对买方提供的产品规格、设计、工序或要求违反或滥用任何第三方知识产权或与之有关的可能由任何第三方作出的任何形式的索赔、要求、诉讼、损失、赔偿金、责任、成本及支出(包括合理的顾问费用及开支), 以及判决和和解的损害。为本销售条件之目的, “知识产权”这一术语指现有的以及/或随后产生的版权(包括但不限于使用、复制、更改、分销, 公开展示及公开演绎受版权保护的作品的排他权利)、商标权(包括但不限于商号、商标、服务商标及商业外观)、专利权(包括但不限于制造、使用及销售专利的排他权利)、商业秘密、精神权利、公开权、作者权利、商誉及其他一切知识产权, 以及上述权利的一切续期和延展, 不论该等权利根据中华人民共和国法律或其他州、国家或法域的法律产生。

9. CONFIDENTIAL INFORMATION

9. 保密信息

Unless the Buyer and Company are parties to an existing agreement governing the confidentiality of information to be transferred between the Parties (an "Existing Confidentiality Agreement"), in which case the Existing Confidentiality Agreement shall govern the treatment of such information in connection with these Conditions of Sale in lieu of this Section 9, Buyer hereby undertakes for the duration of its relationship with Company and for five (5) years after termination thereof for any reason whatsoever, to keep absolutely confidential and not disclose to any third parties any information or materials of any kind provided by Company to Buyer or its agents verbally, in writing or in any other form including, but not limited to, information or materials of a commercial, financial or legal nature concerning Company, its know-how or its Intellectual Property Rights relating to the design, manufacture, studies, plans, drawings, documents, models, prototypes, objects or other materials relating to the Products, all of which Buyer shall return to Company upon Company's request.

除非买方和公司是规制双方之间保密信息转让的现有协议(“现有保密协议”)的当事方(在此种情况下, 现有保密协议应取代本销售条件第9条之规定, 适用于与本销售条件有关的该等保密信息的处理), 买方在此承诺, 在买方与公司关系存续期间以及因任何原因导致该关系终止后5年内, 对公司向买方或买方代理人以口头、书面或其他任何方式提供的任何信息或任何形式的资料(包括但不限于关于公司、公司专有技术或与设计、制造、研究、计划、草图、文件、模型、原型、对象或与产品相关的其他资料有关的知识产权的具有商业、财务或法律性质的信息或资料)绝对保密, 并不将其泄露给任何第三方。经公司要求, 买方应将上述全部信息和资料归还公司。

Confidentiality obligations shall not extend to information that is in the public domain, has become public domain other than by Buyer's breach of confidentiality, that is lawfully received from third parties, or to the extent Buyer is held to disclose information under the law or by governmental or judicial order.

保密义务不得扩大适用于公共领域的或非因买方违反保密义务进入公共领域的信息以及自第三方处合法获得的信息, 或买方应根据法律、政府或司法命令的要求进行信息披露的情况。

10. IMPORTATION AND EXPORTATION

10. 进口和出口

Buyer shall comply with all applicable export control laws and shall not, directly or indirectly export, reexport, resell, ship, or divert any Product, material, service, technical data, or software furnished hereunder to any person, entity, project, use, or country in violation of the laws or licensing requirements of the P.R.China or any other appropriate national authority. Buyer shall indemnify and hold the Company harmless for any and all claims, demand, cost, fines, penalties, fees, expenses, or losses arising from Buyer's failure, intentional or unintentional, to comply with the foregoing paragraph.

买方应遵守一切可适用的出口管制法规, 且不得违反中华人民共和国或其他任何合格的国家主管当局的法律或许可要求直接或间接地将本销售条件下的任何产品、材料、服务、技术数据或软件向任何人、实体、项目、用户、或国家出口、再出口、再销售、发货或转运。因买方出于故意或非故意未能遵守上述条款而产生的任何及一切索赔、要求、成本、罚金、罚款、费用、支出或损失, 买方应对公司进行赔偿并使公司免受损害。

11. ARBITRATION

11. 仲裁

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, without limitation, statutory, common law, intentional tort and equitable claims) arising from or related to the Products purchased by Buyer from Company, the interpretation of these Conditions of Sale or any Quotation, Order Confirmation or Order entered into in connection herewith or the breach, termination, or validity of these Conditions of Sale of any such Quotation, Order Confirmation or Order, or the relationships which result from these Conditions of Sale or any Quotation, Order Confirmation or Order (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Company's or any of its Affiliates advertising or marketing (collectively, a "Claim") will be resolved exclusively and finally by the Shanghai International Economic and Trade Arbitration Commission

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(SHIAC) for arbitration under its then valid arbitration procedures and rules. The arbitration award shall be final and binding upon both Parties. Further, Buyer will not have the right to participate as a member or representative of any class of claimants pertaining to any claim. Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration or litigation. The existence or results of any arbitration or litigation will be treated as confidential.

由买方自公司购买的产品，因本销售条件或签署的与本销售条件有关的任何报价单、订单确认函、订单的解释，或对本销售条件、任何该等报价单、订单确认函、订单的违反、终止或有效性，或由本销售条件或任何报价单、订单确认函、订单所产生的法律关系（包括在可适用的法律所允许的最大范围内与非为本销售条件签署方的第三方建立的关系），或公司或其任何关联方的广告或营销产生的或与之有关的任何索赔、争端或争议（不论违约、侵权或其他，也不论先前的、现存的或将来的，包括但不限于法定的、普通法下的、故意侵权以及衡平法下的索赔）（合并称为“索赔”）最终均应由上海国际经济贸易仲裁委员会（SHIAC）根据其届时有效的仲裁程序和仲裁规则独家进行仲裁。该仲裁规则是终局的并且对双方具有约束力。此外，买方将无权以任何种类的申请人或其代表的身份参加与任何索赔有关的仲裁。任何一方将自行承担为完成仲裁或诉讼所需的法律代表、取证或调查的费用。任何仲裁或诉讼的进行或结果将被视为机密。

12. GENERAL

12. 一般规定

No modifications hereto shall be effective unless they are agreed upon in writing by both Parties. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of these Conditions of Sale or any Quotation, Order Confirmation, Order or invoice, or any document in electronic or written form that is signed and delivered by each of the Parties.

对本销售条件的任何变更均无效，除非双方书面同意该等变更。双方之间的先前交易习惯或商业惯例将不得用于确定本销售条件或任何报价单、订单确认函、订单或发票、或由一方签署并递送的任何电子或书面文件的含义。

Either Party's failure to insist, in any one or more instances, upon the performance of any of the terms or conditions of these Conditions of Sale, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

如一方一次或多次未要求履行本销售条件的任何条款或条件，或未行使本销售条件中的任何权利，则该等未要求履行或未行使权利不得被解释为放弃要求将来对该条款或条件履行或行使该等权利。

No right, interest or obligation these Conditions of Sale may be assigned or delegated by either Party without the written permission of the other Party.

未经另一方书面允许，一方不得将本销售条件下的任何权利、权益或义务转让或授权给他人。

These Conditions of Sale shall be governed and interpreted in accordance with the laws of the P.R.China (without reference to principles of choice and conflicts of laws), and also prevailing international conventions and business practices to the extent PRC laws allow or remain silent.

本销售条件应适用中华人民共和国的法律（不包括法律选择原则和冲突规则）并依其解释，且在中华人民共和国的法律允许或不作规定的情况下，也可适用现行的国际条约和商业惯例。

Each Party represents and warrants that it, its personnel, partners, representatives, and agents: (1) are familiar with, the U.S. Foreign Corrupt Practices Act, as amended (the "Act"), and the anti-corruption and anti-bribery laws and regulations of the PRC (collectively with the Act, the "Anti-corruption Laws") and their purposes, and (2) have not, and will not, act or make or receive, directly or indirectly, payments, loans, or gifts of money or anything of value (including offer, promise, or authorization to act or make payments, loans, or gifts) in violation of the Anti-corruption Laws including, without limitation any prohibited payment, loan, or gift to (i) any government official, (ii) any political party or official thereof, or (iii) any person or entity under circumstances in which such Party knows or has reason to know such money or thing of value will be, directly or indirectly, offered, given, or promised to a person identified in (i) or (ii), in any instance in connection with these Conditions of Sale or the transactions contemplated under these Conditions of Sale. For purposes of these Conditions of Sale, the term "government official" includes an employee of a government-owned or government-controlled commercial enterprise.

每一方对下列事项作出陈述和保证，该方及其员工、合作伙伴、代表和代理：

(1) 熟知经修订的《美国反海外腐败法案》（“**法案**”）以及中华人民共和国反腐败和反行贿法律法规（与《**法案**》合称为“**反腐败法律法规**”）及其立法目的，且（2）未曾且将不会在任何与本销售条件或根据本销售条件拟进行的交易有关的情况下违反**反腐败法律法规**之规定，直接或间接地作出或获取或收取付款、贷款或金钱馈赠或任何有价物馈赠（包括提议支付、承诺、或授权作出或获取该等付款、贷款或馈赠），包括但不限于禁止给与下列人员或实体的付款、贷款或馈赠：（i）任何政府官员，（ii）任何政党或该政党的官员，或（iii）任何人或实体，如该一方知晓或有理由知晓该等金钱或有价物将直接或间接地通过该等人或实体向上述（i）和（ii）中的人员提供、赠与，或承诺向其提供或赠与。为本销售条件之目的，“**政府官员**”这一术语包括政府所有的或政

府控制的商业企业的雇员。

Company shall not be responsible for and no liability shall result to Buyer for any delays in delivery or in performance which result in circumstances beyond Company's reasonable control including, without limitation, product unavailability, carrier delays, delays due to fire, flood, storm, severe weather conditions, pandemics, failure of power, labor problems, acts of war, terrorism, embargos, acts of God, shortages of supplies of raw materials or components or acts of any government or agency (each an "Event of Force Majeure"). Company may cancel any Order upon written notice to Buyer should an Event of Force Majeure continue for a period of sixty (60) or more consecutive days.

公司与买方均不应因任何迟延交付或履行导致的公司合理控制范围外的事件负责，包括但不限于产品不足、承运人迟延、因火灾、洪灾、暴风雨、恶劣天气条件、流行性疾病、电力故障、劳工问题、战争行为、恐怖行为、贸易禁止令、天灾、原材料或组件供应短缺或任何政府或代理行为而导致的迟延（单独称为“**不可抗力事件**”）。如**不可抗力事件**持续时间长达 60 天或以上，公司可向买方发出书面通知取消该订单。

The Company may exhibit to in any public event such as trade fairs, exhibitions or shows, in any advertising and commercial documents, and to Company investors and potential investors, the Products made for Buyer.

公司可在任何公共事件（如商品交易会、展览或演出）中以广告或商业文件的形式展示其为买方生产的产品，及向公司投资者及潜在投资者展示其为买方生产的产品。

The relationship between Company and Buyer is that of independent contractors and not that of employer/employee, partnership or joint venture.

公司与买方的关系是相互独立的订约方之间的关系，不构成雇主与雇员、合伙或合资企业的关系。

If any term of these Conditions of Sale is found by the arbitration tribunal or a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the validity, legality or enforceability of the other terms and conditions hereof or thereof or the whole of these Conditions of Sale.

如果有管辖权的仲裁庭或法院认为本销售条件中任何条款无效、违法或不可执行，该条款不影响本销售条件中其他条款及条件或整个销售条件的有效性、合法性、或可执行性。

Upon these Conditions of Sale are terminated, any obligations that have created under these Conditions of Sale and Orders will be still performed until they are completely fulfilled.

本销售条件终止后，任何根据本销售条件和订单而创设的义务将被继续履行直至其被完全履行。

The following Sections shall survive the expiration or termination of these Conditions of Sale: 7,8,9,11.

下述条款在本销售条件终止后继续有效：第 7 条、第 8 条、第 9 条和第 11 条。

The Conditions of Sale have been written in both English and Chinese with both versions having the same effect. In case of any conflict/discrepancy between the English version and the Chinese version, the English version shall prevail.

本销售条件以中、英两种语言写就，两种语言版本具有同等效力。若两种语言版本有任何冲突/不一致，应以英文版本为准。