

STANDARD TRAINING CONTRACT

标准培训合同

Contract No. 合同号:	Date of Contract 合同日期:
Customer 客户:	Siemens 西门子: Siemens Factory Automation Engineering Ltd. 西门子工厂自动化工程有限公司
Address 地址:	Address 通讯地址:
Telephone 电话:	Telephone 电话: XXXXXX
Fax 传真:	Contact fax 联系传真: XXXXXX
Contact Person 客户联系人: Telephone 电话:	Contact Person 西门子联系人: XXXX Telephone 电话: XXXXX
Tax Registration No. 税号:	Tax Registration No. 税号: 911101056000208818
Bank Account Info 开户行及帐号:	Bank Account Info 开户行及帐号: Industrial & Commercial Bank of China, Beijing Municipal Branch, Chaoyang Subbranch 中国工商银行北京市朝阳区支行营业部 0200003419201205033

After thorough discussion, Siemens agrees to provide and Customer agrees to purchase the Training Courses and related training services (hereinafter referred to as the "Training"), as listed in the Annex I attached hereto, subject to the terms and conditions hereunder.

经过充分协商, 根据本合同条款, 西门子同意向客户提供、客户同意购买附件一所述的培训课程及服务("培训")。

1. Price 价格

Total Contract Price for the Training shall be RMB _____ (in words: RMB _____ Only), therein the Net Value is RMB _____ (in words: Renminbi _____), VAT tax value is RMB _____ (in words: Renminbi _____). The Price includes training fee, expense for material fee, working lunch and business tax.

合同总价为人民币 _____ (大写为人民币 _____)。其中不含税价格为 _____ 元 (大写 _____ 元整), 税额为 _____ 元 (大写 _____ 元整)。总价包括培训费、教材、学员午餐和税金。

2. Payment Terms 支付条款

2.1 Payment for the Training:

培训费用支付:

All the payment shall be delivered in advance by T/T at least seven (7) calendar days before the opening of the course. If Customer delays in making such payment, the delivery date of the Training may be adjusted by Siemens subject to the actual delivery date of the Payment. Siemens shall issue invoice to Customer within ten (10) working days upon its receipt of the payment from Customer.

最迟在开课前七（7）个日历日以汇款形式支付课程所有费用。如果客户延迟付款，西门子将有权根据付款时间调整客户的培训日期。西门子在收到客户付款且培训结束后的十（10）个工作日内开具正式发票。

2.2 Customer shall make clear “automation training fee” on each T/T.

客户需要在电汇凭证上注明“自控培训费”。

3. Customer and Siemens’s Responsibilities 客户和西门子的责任

3.1 Customer’s Responsibility 客户责任

3.1.1 Customer acknowledges that the course participants are with decent degree of automation and drive technology background and practice experience.

客户承诺学员具有相当程度的自动化与驱动专业知识及实践水平。

3.1.2 Customer shall secure that the course participants will follow the disciplines and rules of the training center within the term of the Training. Customer shall be liable for any damage to the property of the training center due to the fault of any course participant.

客户应保证学员在培训期间需遵守培训中心有关规定。对于因任何学员的过错而导致的培训中心的财物损失客户承担全部责任。

3.2 Siemens’s Responsibility 西门子责任

3.2.1 Supply the courses with Siemens’s standard and provide standard course materials to each course participant.

按西门子课程标准授课，并向每位学员提供标准教材。

3.2.2 The trainers shall be authorized by Siemens with certain qualification. All the training courses shall be conducted in the language of Chinese. The training courses shall be held in places provided by Siemens, the addresses of which are specified in Annex I to this Contract.

教员须具有西门子授权的专业教员资质证书，教师用中文授课。授课地点由西门子提供，详见本合同附件 1。

3.2.3 The training time shall be no less than six (6) hours per day, 50% of which is for the theory training, and 50% for practice.

每天授课时间不少于 6 小时。上机实习与理论教学的比例为 1:1。

3.2.4 On the completion of the training, Siemens shall issue certificates to the participants who successfully complete the training courses.

培训结束后，西门子应向成功完成课程的学员颁发结业证书。

3.2.5 The objectives of each training courses shall be subject to the “Training Catalogue” of SFAE CS training center.

每种课程的标准培训目标，参见 SFAE CS 培训中心“培训手册”。

4. Non-disclosure of Confidential Information 保密责任

Customer agrees that, unless expressly authorized by Siemens to do so, Customer shall not, either during or after completion of the Training delivered by Siemens, (a) disclose to any third party, (b) use for the benefit of any third party or for the purpose not specified in the Agreement, or (c) publish the Confidential Information of Siemens. Confidential Information refers to all information disclosed by Siemens to Customer for the purpose of this Contract or during the performance of this Contract.

客户同意，除非经过西门子明确授权，在本合同期间及本合同结束后客户不得将西门子的保密信息：(a) 向第三方披露；(b) 为第三方的利益而使用或用于本合同规定以外的目的；或(c) 对外公布。上述保密信息是指西门子为本合同目的或在本合同履行过程中向客户提供的信息。

5. Intellectual Property Right 知识产权

- 5.1** All training materials, lectures and other supporting documents remain sole property of Siemens. Customer acknowledges and understands that Siemens owns or is licensed to have the intellectual property right in the training materials and the intellectual property rights generated during the term of the Training.

所有教材、授课内容及其它辅助文件均系西门子的专属权利。客户承认且同意培训材料的知识产权及西门子在培训过程中开发的知识产权权利归西门子所有。

- 5.2** The course participants may not duplicate, reprint or translate the documentation and training documents provided to the course participants (referred to in the following as "Documents"), in full or in part. The course participants are also not permitted to divulge, disclose or exploit the content of the Documents to other persons than the course participants. Each set of the course materials should be used only by one participant instead of being shared by more than one participant.

学员不得全部或部分复制、转载或翻译西门子基于培训课程而交付的文件和培训文件（以下简称“文件”）。学员也不得向课程参与者以外的其他人泄露、披露文件内容或以此谋利。每位学员一本教材，学员不可以共享讲义。

- 5.3** The course participants will be permitted to tape, film, photograph or otherwise record the courses and content only with prior consent of Siemens. Such audio or video files may only be used for self-learning purpose.

只有在西门子事先同意的情况下，学员才能录音、录像、拍照或以其他方式记录课程和内容，且该等音视频资料仅可用于自身学习目的而使用。

- 5.4** Siemens grants course participants the non-exclusive right to use the hardware and software products made available to the course participants during the training courses exclusively for training purposes during the training courses, and only in the same, unmodified form. The course participants may not remove, reverse-develop, translate or copy the software products provided to the course participants for training purposes and the course participants may not remove program parts or use them in any other, unapproved manner.

西门子授予学员一项非排他的使用权，以使其在培训课程期间、仅为培训目的，而使用培训期间西门子向学员提供的硬件和软件产品，且仅以相同的、未修改的形式使用。学员不得删除、反向工程、翻译或复制为培训目的而提供给学员的任何软件产品，学员亦不得删除程序组成部分或以任何其他未经批准的方式使用该等程序。

- 5.5** The Customer shall notify and make sure that the course participants designated for the training courses shall strictly comply with these terms and conditions, and Customer shall be responsible to the breach by the course participants as designated by it. In case of any violation of above IP provisions, Siemens shall be

entitled to impose legal liabilities towards the Customer and the course participants and claim for compensation for damage sustained.

客户有责任告知并确保其指派的学员严格遵守这些条款和条件并对其指派参加培训的学员的违反行为负责。违反上述知识产权约定的，西门子将追究客户及学员的法律责任，并可要求赔偿损失。

6. Cancellation of training courses by Siemens 西门子取消课程

- 6.1** Under certain special circumstances, Siemens is entitled to cancel training courses, if for instance the minimum number of participants required to conduct a course is not attained or the training courses cannot be conducted due to urgent illness of the trainer or for reasons beyond Siemens's reasonable control.

在某些特殊情况下，西门子有权取消培训课程，例如，未达到培训所需的最低人数，或者由于培训讲师突发疾病或超出西门子合理控制的其他原因导致培训课程无法进行。

- 6.2** Prior to cancelling training courses, Siemens will attempt to find another suitable trainer to conduct the training courses or postpone the date to another reasonable date, to the extent possible. Siemens will immediately inform the Customer of any cancellation of training courses.

在取消培训课程之前，西门子将尽力寻找另一位合适的培训师来开展培训课程，或尽可能将日期推迟到其他合理的日期。西门子将立即通知客户培训课程的取消。

7. Cancellation by Customer 客户取消课程

- 7.1** Customer is at any time entitled to cancel training courses booked under a Service Contract in writing before the agreed commencement of the training courses. The cancellation of booked training courses does not constitute a rescission from the Training Contract.

客户有权在约定的培训课程开始之前随时以书面形式取消根据服务合同预订的培训课程。预订的培训课程的取消不构成培训合同的解除。

- 7.2** If the notice of cancellation is not issued at least seven (7) calendar days prior to commencement of the training courses, Siemens will be entitled to charge Customer a cancellation fee in the amount up to 20% of the order value for the particular training courses. If the cancellation is notified at an earlier date than seven (7) calendar days, the cancellation is free of charge for the Customer. If in the absence of a prior cancellation notice, a course participant does not appear at the agreed training courses, the Customer will be charged 100% of the order value.

如果在培训课程开始前至少七（7）个日历日未发出取消通知，西门子将有权向客户收取最高具体培训课程订单金额的 20% 的取消费。如果提前七（7）个日历日以上通

知取消，则无取消费。如果在没有事先取消通知的情况下，学员没有参加约定的培训课程，客户将被收取课程订单金额的 100%。

- 7.3** In case of cancellation by the Customer possible cancellation costs (if any) are due on receipt of the cancellation notice by Siemens.

如果客户取消课程，取消费用（如有）应在西门子收到取消通知后及时予以支付。

- 7.4** Customer are required to attend the training courses on time. If customer may leave the training courses midway, in this case, Customer will be charged 100% of the order value.

学员需按时参加培训课程，如客户中途离开培训课程，在这种情况下，客户也将被收取课程订单金额的 100%。

8. Services not utilized 未使用的服务

- 8.1** Unless the courses are extended upon mutual consent or postponed due to the event of a Force Majeure (defined in Article 15 hereof), training courses not utilized within twelve (12) months after order confirmation will forfeit and any paid remuneration will not be refunded to Customer.

除非课程经双方同意延期或因不可抗力事件（定义见本协议第 15 条）导致延期，否则订单确认后十二（12）个月内未使用的培训课程西门子将不再有履行义务，任何已支付的培训费用不再退还给客户。

- 8.2** In case Customer has purchased training courses as part of a contingent, Customer may book and utilize the training services on demand as necessary, provided however, Customer can only claim the training courses to be performed in the respective contract year as listed in the Contract and such purchased training courses cannot be transferred to the following contract years, unless the parties have mutually agreed on the carry-over or extension of such un-utilized courses. Unless otherwise agreed by the parties, the remuneration for training courses not utilized or extended in the respective contract year will not be refunded to Customer.

如果客户购买了培训课程时未确定具体培训时间，客户可根据需要预约使用这些课程，但前提是，客户只能在合同列明的履行年份内要求执行培训课程，并且购买的培训课程不能转移到下一个合同年度，除非双方一致同意转课或延期。除非双方另有约定，具体合同年度内未使用且未延期的培训课程的培训费不再退还给客户。

9. Termination of contract 合同终止

- 9.1** This contract may be terminated by either party upon any of the following conditions:
在下列情况下本合同任何一方都有权终止本合同：

- 9.1.1** if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within 30 days of receipt of a written notice by the other party, which specifies the material breach;

任何一方根本性的违反了其在本合同下的义务并且在收到另一方关于该根本违约行为的书面详细说明后 30 日内仍未能对上述违约进行补救；

- 9.1.2** in the event that this contract cannot be performed due to a Force Majeure event or a Force Majeure event lasts more than 90 days;

因不可抗力原因导致本合同不能履行或不可抗力事件延续 90 天以上；

- 9.2** Without any prejudice to Article 9.1, Siemens may have an additional right to immediately terminate this contract if Customer breaches Article 4 or Article 5 hereof.

除第 9.1 条的规定外，如果客户违反本合同第 4 条、第 5 条的规定，西门子亦有权立即终止本合同。

- 9.3** Unless otherwise agreed in the Contract, in case Customer fails to make payment due timely and such delay has exceeded 90 days, Siemens shall be entitled to terminate this Contract immediately.

除非合同另有约定，如客户迟延支付到期款项超过 90 天，则西门子有权立即终止本合同并不再履行后续义务。

- 9.4** Where either Party is entitled to terminate this Contract as provided by the contract or by law, the termination right shall be excised within three (3) years after this Party has known or should have known about the cause for termination.

合同下或法律规定的终止权可在有权终止的一方知道或者应当知道终止事由之日起三（3）年内行使。

10. Breach of Contract 合同违约

- 10.1** Payments shall be timely made by Customer to Siemens according to Article 2 of the Contract. Payments not received when due shall bear interest at the rate of 0.7‰ per day.

客户按照合同第 2 条的规定向西门子及时支付培训款。如果没有支付到期培训款，客户应当按照每天 0.7‰ 的利率支付延迟付款的利息。

- 10.2** In case any violation of provisions under Article 4 (Non-disclosure of Confidential Information) and Article 5 (Intellectual Property Right), Customer shall be subject to liquidated damages of 30% of the Total Contract Price, if such LDs are insufficient to make up actual damages of Siemens, Customer shall continue to compensate for all direct losses caused thereby to Siemens.

客户违反本合同第 4 条（保密）及第 5 条（知识产权）时，客户应承担本合同价款的 30% 作为违约金，违约金不足以弥补西门子实际损失的，客户应继续赔偿西门子因此而遭受的直接损失。

- 10.3** If Siemens terminates this Contract in accordance with the terms of this Contract, Siemens is entitled to be indemnified by Customer for the balance of Total Contract Price minus the expenses not incurred, and compensation for other loss (if any).

如果西门子基于合同约定终止本合同，客户应赔偿服务方合同总价减去未发生的费用以及其他损失（如有）。

- 10.4** The liability of Siemens, unless in case of gross negligence or willful act, under this Contract, shall not, in any event, exceed the Total Contract Price.

除非西门子有重大过失或故意行为，在其它任何情况下，西门子在本合同下的责任不应超出合同总价。

- 10.5** In no event is Siemens responsible for any loss of use, production, profit, interest, revenues, loss of information or data, damages or indemnification based on Customer's third-party contracts or any indirect or consequential damages or losses, regardless of whether those damages are foreseeable.

在任何情况下西门子对使用、生产、利润、利息以及收入损失、信息或数据的丢失、基于客户与第三方的合同的损害赔偿或补偿或任何间接的或后果性的损坏或损失都不承担责任，无论该等损失是否可以预见。

11. Change to Contract 合同的变更

11.1 Any change to the scope of delivery and/or specification of Training requested by Customer is subject to acceptance by Siemens and will result in price increase and delivery delay. Customer and Siemens shall renegotiate the total contract price and delivery date.

如合同生效后，客户提出增加或更改培训内容需与西门子协商，且可能导致合同价格增加和服务交付期延长。买卖双方应重新商谈合同价格和培训日期。

11.2 Any changes in any of Siemens's obligations under the Contract necessitated resulting from changes in (i) law, (ii) standards or (iii) requirements by authorities, after the effectiveness of the Contract, shall be on the account of Customer. Both Customer and Siemens shall inform each other immediately of any such changes that may be required.

如在合同生效后，因（i）法律，（ii）标准，或（iii）政府机关要求的改变而导致的合同项下的任何西门子义务发生变化，则客户应承担因该等变化导致的所有费用。客户与西门子均应立即告知对方可能被要求的任何该等改变。

12. Entire Agreement 完整合同

This Contract and its attachments comprise the complete and final agreement between Customer and Siemens and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between Siemens and Customer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of this contract is binding upon Siemens unless made in writing and signed by Siemens's duly authorized representatives. This contract may not be altered or modified except by written agreement of Siemens and Customer. Any other representations or warranties made by any person, including employees or other agents of Siemens, that are inconsistent with this contract shall be disregarded by Customer and are not binding upon Siemens.

本合同及其附件组成了买卖双方之间完整的、最后的协议，其效力超过买卖双方之间就本合同主题所作的任何谈判、建议、陈述、承诺、备忘录或协议，无论口头的或书面的。除非经西门子正式授权的代表书面承诺，否则西门子不受任何对本合同进行修改的协议、报价或声明的制约。本合同未经买卖双方书面同意不得修改或变更。任何人，包括西门子的雇员或代理，所作的其他陈述或保证，如果与本销售合同条款不相符，客户都不应予以理会，西门子也不受其约束。

13. Non-assignment 不可转让

Neither party may assign any rights or obligations under this Contract without the prior written consent of the other party.

未经另一方事先书面同意，任何一方均不得转让其在本合同项下的权利和义务。

14. Notices 通知

All notices in connection with this contract shall be in writing and shall be effective upon dispatch if sent by fax, and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of this contract or such other address as such Party may have provided by written notice. In case a Party provides incorrect address information, fails to update address information or refuses to accept document delivery which results in delivery failure of any notice or legal documents sent from the other Party, court or arbitration institution, the

return date of the notice or document shall be deemed as the delivery/service date. Unless agreed by the Party in writing, delivery via electronic means shall not apply to such Party in legal proceedings.

所有与本合同有关的通知应为书面形式，并于如下时间生效：传真发送则即时生效；快递投送则寄出 3 天后生效。任何情况下，给对方的通知应发送至本合同首页所述的地址或一方书面通知的其它地址。因一方提供的地址不准确或未能及时告知对方地址变更，或拒接签收等原因，导致另一方、法院或仲裁机构的任何通知或法律文书未能被实际接受的，以通知或文书退回之日视为送达之日。除非一方书面同意，否则电子送达在司法程序中对对方不适用。

15. Force Majeure 不可抗力

15.1 Neither Customer nor Siemens shall be liable for failure of performing the Contract when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the Party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, breakdown of equipment critical to perform the Contract, transportation delays or accidents, acts of government (such as but not limited to change of laws and revocation of import permits) impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions and outbreak of epidemic.

双方因不可抗力不能或延迟履行合同的义务时，均不承担责任。不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、履行销售合同的关键设备瘫痪、运输阻滞或交通事故、政府行为（例如但不限于修改法律规定和取消进口许可）国内国际外贸规定或海关规定中的阻碍、任何禁运和制裁规定以及疫情的爆发。

15.2 Any delay in delivery by Siemens as a result of the occurrence of any Force Majeure event to its suppliers shall be deemed as a Force Majeure event occurring to Siemens. 因西门子的供应商遭受不可抗力导致西门子延迟交付，应当视为西门子遭受不可抗力。

15.3 The Party affected by Force Majeure shall inform the other Party in writing without any delay of the force majeure event as well as the impact of such event on the performance of the Contract. The Parties shall continue fulfilling obligations of the Contract upon end or removal of the force majeure event or its effect. Term (e.g. delivery time) relevant to performance shall be extended accordingly. The Party shall immediately notify the other Party about the end or removal of the force majeure event.

受不可抗力影响的一方应毫不迟延地将不可抗力事件以及不可抗力事件对合同履行的影响通知另一方。双方应在不可抗力事件结束或其影响消除后继续履行其合同义务，与履行相关的期限（例如：交货期）也应相应延长。但该合同方应尽快将不可抗力事件结束或消除的情况通知合同另一方。

15.4 A Party shall have the right to terminate the Contract when a Force Majeure event has continued for 90 days in aggregate. If a Party exercises the right of termination, he shall notify the other Party in writing immediately.

一方有权在不可抗力事件持续达到90天的情况下终止销售合同。如果一方行使该终止权，应在作出终止决定后立即书面通知另一方。

16. Export Clauses 出口条款

16.1 Reservation Clause 保留条款

Seller shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements

or any embargoes or other sanctions.

如卖方因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本合同，则西门子不再承担履行本合同的义务。

16.2 Compliance with Export Control Regulations 遵守出口控制法规

- a. Buyer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the People's Republic of China, the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

买方应遵守所有适用的制裁、禁运和（再）出口管制法律法规，并且在任何情况下，均应遵守中国、欧盟、美国 and 任何当地适用辖区的法律法规（统称为“出口法规”）。

- b. Prior to any transaction by Buyer concerning goods (including hardware, software, technology and corresponding documentation) delivered by Seller ("Goods"), or works and services (including maintenance and technical support) performed by Seller ("Services") with a third party, Buyer shall check and certify by appropriate measures that:

在买方与第三方就卖方交付的货物（包括硬件、软件、技术和相应文件，统称为“货物”）或卖方完成的工作和服务（包括维护和技术支持，统称为“服务”）进行任何交易之前，买方应通过适当措施检查并保证：

- Buyer's use, transfer, or distribution of such Goods and Services, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
买方使用、转让或分销该等货物和服务、或为货物和服务有关的合同提供经纪服务，或提供与货物和服务有关的其它经济资源，将不违反任何出口法规和任何对规避禁运的禁令措施（例如，通过不当转移）；
- the Goods and Services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and
该等货物和服务不得试图或提供用于禁止或未经授权的非民用目的（例如，军备、核技术、武器或国防和军事领域的任何其他用途）； 和
- Buyer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Goods and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.

买方已根据出口法规中与所列实体、个人和组织进行交易的所有适用限制方清单，对所有直接和间接参与接收、使用、转让或分销货物和服务的各方进行了筛选。

- c. Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Goods supplied by Seller under or in connection with this Sales Contract.

买方不得将卖方在本销售合同项下或与本销售合同有关而提供的任何货物直接或间接地向俄罗斯联邦或白俄罗斯出售、出口或再出口，或用于在俄罗斯联邦或白俄罗斯境内使用。

- d. Buyer shall undertake its best efforts to ensure that the purpose of Article 16.2.(c) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

买方应尽其最大努力确保供应链下游的任何第三方（包括可能的转售商）不会影响第 16.2.(c) 条约约定的实现。

- e. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Article 16.2.(c).

买方应建立并维持适当的监督机制，以发现供应链下游的任何第三方（包括可能的转售商）会影响第 16.2.(c) 条约约定实现的行为。

- f. Any violation of Articles 16.2.(c), 16.2.(d) or 16.2.(e) shall constitute a material breach of an essential element of this Sales Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) request a plan to remedy the infringement; (ii) claim penalties in the amount of the price of the re-exported Goods or 5% of the contractual value whichever is higher; (iii) rescind the affected contract; (iv) spend any of its business relationships with Buyer and/or any Buyer Affiliate, until the breach of Article 16.2.(c) is remedied; and/or (v) terminate the Sales Contract.

对第 16.2.(c)、16.2.(d)或第 16.2.(e)条的任何违反将构成对本销售合同关键内容的实质性违反，卖方应有权寻求适当的救济，包括但不限于：（1）请求提供侵权补救计划；（2）主张再出口货物价格或销售合同价值的 5%（以较高者为准）的违约金；（3）取消受影响的合同；（4）中止与买方和/或任何买方关联公司的业务关系，直至第 16.2.(c) 条项下的违约行为获得纠正；和/或（5）终止本销售合同。

- g. Buyer shall immediately inform Seller about any problems in applying Article 16.2.(c), 16.2.(d) or 16.2.(e), including any relevant activities by third parties that could frustrate the purpose of Article 16.2.(c). Buyer shall make available to Seller information concerning compliance with the obligations under Article 16.2.(c), 16.2.(d) or 16.2.(e) within two weeks of the simple request of such information.

买方应立即通知卖方在适用第 16.2.(c)、16.2.(d)或第 16.2.(e)条时出现的任何问题，包括可能会影响第 16.2.(c)约定实现的任何第三方的相关行为。买方应在经要求后两周内向卖方提供其遵守第 16.2.(c)、16.2.(d)或第 16.2.(e)条项下义务的相关信息。

- h. Upon request by Seller, Buyer shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of Goods and Services. Buyer will notify Seller prior to Buyer disclosing any information to Seller that is defense-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Seller.

应卖方要求，买方应立刻提供关于货物和服务的特定最终客户、特定最终目的地和特定预期用途有关的全部信息。买方将在其向卖方披露任何与国防相关或需要根据适用政府法规进行受控或特殊数据处理的信息之前，使用卖方指定的披露工具和方法通知卖方相关信息。

- i. Buyer will indemnify and hold harmless Seller, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Buyer's noncompliance with this Article 16, including Buyer's and its third party business partners' violation or alleged violation of

any Export Regulations, and Buyer will compensate Seller for all losses and expenses resulting thereof.

就任何由于买方违反本第 16 条约定，及买方和其第三方业务伙伴违反或涉嫌违反任何出口法规而与之相关的索赔、损失、罚款和费用（律师费用和支出），买方应向西门子、其关联公司、分包商及代表赔偿并使其免受损害，且买方将赔偿卖方由此产生的一切损失和费用。

- j. If and to the extent the sale or supply of Goods and Services is subject to prior authorization by the competent export control authorities of the European Union, this Sales Contract shall come into force only upon granting of such authorization.

如果货物和服务的销售或提供需要事先获得欧盟相关出口控制当局的批准，则本销售合同应仅在被授予该等批准后才生效。

17. Data Protection 数据保护

- 17.1 Siemens and Customer shall comply with the statutory provisions relating to cyber security, data security and personal information protection (hereafter “applicable laws”). Customer shall not disclose to Siemens any state secrets, national core data or important data (all of which shall have the meaning as defined by the applicable laws) during the performance of the Contract unless otherwise agreed by Siemens. Where Customer discloses to Siemens any data which is subject to legal protection (hereafter “Data”) under this Contract or for purpose to perform this Contract, Customer shall notify Siemens by a written notice in good time prior to the disclosure of the Data, so as to enable Siemens to deal with the Data in a way in compliance with applicable laws. Customer hereby warrants the Data provided by Customer to Siemens is lawfully collected and provided and does not infringe the rights and interest of individuals or third parties. In addition, Customer is obliged to satisfy the prerequisites required by applicable law, so as to enable Siemens to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of applicable laws.

西门子和客户应遵守与网络安全、数据安全和个人信息保护有关的强制性法律规定（下称“适用法律”）。除非西门子同意，否则客户应保证其在履行合同的过程中不会向西门子披露任何国家秘密、国家核心数据和重要数据（定义均以适用法律为准）。如果客户在本合同项下或为履行本合同之目的向西门子披露任何受适用法律保护的数据（下称“数据”），客户应在向西门子披露相关数据之前及时书面通知西门子，从而使西门子可以以符合适用法律的方式处理数据。客户保证数据的收集与提供是合法的，不存在侵犯个人或第三方权益之情形。此外，客户有义务满足适用法律规定的前提条件，从而使西门子可以为履行合同或其他与合同有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。

- 17.2 Provider (Siemens) has formulated a Siemens Business Partner Privacy Notice to specify how Siemens processes and protects the personal information of the contact person at Siemens’ customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with Siemens Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject’s rights, and data privacy contact etc. Customer is obliged to satisfy the prerequisites required by applicable laws (including without limitation to the notification and consent obligations under the applicable laws), so that Siemens may process the personal information of the contact person of Customer in a way as specified in the Siemens Business Partner Privacy Notice (including

any amendment thereof made from time to time). The Siemens Business Partner Privacy Notice can be found by the below link:

http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-en.pdf

服务提供方（西门子）已经制定了《西门子商业合作伙伴个人信息保护声明》，以规定西门子如何处理及保护西门子客户、供应商和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业合作伙伴筛查义务等）、个人信息的转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。客户有义务满足适用法律规定的前提条件（包括但不限于适用法律下要求的告知和获得同意的义务），以使西门子可以根据《西门子商业合作伙伴个人信息保护声明》（包括之后不时的修改）处理客户联系人的个人信息。《西门子商业合作伙伴个人信息保护声明》可通过以下链接获得：

http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-cn.pdf

- 17.3** Customer shall deal with all Data received from Siemens or its affiliates or otherwise become accessible to the Customer in accordance with the applicable laws. Customer hereby warrants that: (1) it shall take proper technical and organizational measures which are in line with the applicable laws in order to protect the Data against manipulation, loss, destruction and against access by unauthorized persons; and (2) all Data provided by Siemens shall be used solely for the sole purpose of performing this Sales Contract. Any further statutory or contractual confidentiality obligations remain unaffected by the above clauses.

客户应按照适用法律的规定处理所有其从西门子或其关联企业接收的或其通过其他方式接收的数据，客户保证：(1)为了确保数据的安全，客户应采取符合适用法律要求的技术和组织措施来保护客户所接收的上述数据不受操控、损害、破坏以及未经授权人员的访问；(2)西门子所提供的数据将仅被用于履行本合同的目的。上述约定不影响任何法定或本合同约定的保密义务。

18. Governing Law 适用法律

The validity, construction and performance of the Contract is governed by, and must be construed in accordance with, the law of the People's Republic of China.

有关本合同的效力，释义和履行应当适用中华人民共和国法律。

19. Dispute Resolution 争议解决

All disputes arising out of or in connection with the Sales Contract, including any question regarding its existence, validity or termination, must be resolved through binding arbitration at the China International Economic and Trade Arbitration Commission (CIETAC) by three arbitrators in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The seat of arbitration shall be Beijing (Note: Other acceptable seat of arbitration includes Shanghai or Shenzhen). The Chinese civil procedural law shall apply where the Rules of CIETAC are silent. The arbitral award shall be final and binding upon both Parties hereto.

因本销售合同产生的或与其有关的任何争议，包括关于合同成立、效力和解除的任何问题，应经中国国际经济贸易仲裁委员会 (CIETAC) 的三名仲裁员根据申请仲裁时该会现行有效的仲裁规则以仲裁方式最终解决。仲裁地点在北京 (Note: 可接受的其他仲裁地为：上海, 深圳)。仲裁结果是终局性的并对双方具有约束力。

20. Language 语言

This Contract is written in English and in Chinese. In case of discrepancy between the two versions, the Chinese version shall prevail.

本合同以英文和中文签署，所有文本应被视为同一份协议。如果中文和英文不一致，以中文为准。

21. Annex to Contract 合同附件

The following Annexes to the Contract form an integral part of the Contract:

以下合同附件构成本合同的不可分割的一部分:

Annex I: Training Course List

附件一:培训课程清单

22. Contract Execution and Effectiveness 合同签订和生效

22.1 This Contract shall become effective upon fixing with seals of both Parties (official company stamp or special stamp for contract) or formal signing by the duly authorized representatives of both Parties. However, if there is an advance payment agreed herein, this Contract shall become effective from the date when it is duly concluded by both Parties in accordance with the aforesaid provision and Siemens has received the advance payment paid by Customer on time.

本合同自双方盖章（公章或合同专用章）或经合法授权代表签字后生效；但是，如合同约定有预付款的，则本合同自双方依前款签订且客户按时支付预付款之日生效。

In case Customer fails to pay advance payment on time, Siemens shall be entitled to rescind the contract, and return the late payment from Customer (if any).

若客户未能按时支付约定的预付款，则西门子有权解除合同，并退还逾期支付的预付款（如有）。

22.2 Either Party or both Parties may execute this Contract by affixing its electronic stamp in the form of electronic signature using the issued digital certificate through “Siemens Electronic Signing Platform” (domain name: www.estamp.siemens.com) (“Electronic Signature”). All electronic documents executed by Electronic Signature as above shall have the same legal effect as written documents executed by affixing physical stamps or formal signing by the duly authorized representative(s).

一方或双方可在“西门子电子签章平台”（域名为：www.estamp.siemens.com）上凭所签发的数字证书以电子签名形式加盖其电子章（“电子签名”）的方式签订本合同。使用上述电子签名签订的所有电子文件均具有与盖实体章或合法授权代表签字的书面文件同等的法律效力。

22.3 Both Parties agree that other documents related to this Contract, such as orders, amendments, confirmation, notices, reports, communications, etc., may also be executed by aforesaid Electronic Signature.

双方同意，与本合同相关的其他文件，比如订单、修订、确认、通知、报告、通讯等，也可以通过上述电子签名的方式予以签订。

IN WITNESS WHEREOF, the authorized representatives of the Parties have duly executed this Contract in two originals on the dates set forth below, with each Party holding one original.

兹证明, 双方的授权代表已于下列日期签署了本合同一式两份, 双方各持一份。

BOTH PARTIES ACKNOWLEDGE AND CONFIRM THAT THE PROVISIONS UNDER THIS CONTRACT HAS BEEN FULLY AND SUFFICIENTLY REVIEWED AND DISCUSSED. ALL TERMS UNDER THE CONTRACT IN RELATION TO THE LIMITATION OF RIGHTS, AGGRAVATION/MITIGATION/EXCLUSION OF LIABILITY, OR OTHER TERMS HAVING SIGNIFICANT INTEREST WITH EITHER PARTY (INCLUDING BUT NOT LIMITED TO ARTICLE 5 (INTELLECTUAL PROPERTY RIGHT), 6 (CANCELLATION OF TRAINING COURSES BY SIEMENS), 7 (CANCELLATION OF TRAINING COURSES BY CUSTOMER), 8 (SERVICES NOT UTILIZED), 9 (TERMINATION OF CONTRACT), 10 (BREACH OF CONTRACT) ARE RESULTS OF COMPREHENSIVE NEGOTIATIONS AND HAVE BEEN FULLY AGREED AND ACCEPTED BY BOTH PARTIES.

双方确认均已对本合同各条款做出了全面、充分的审阅和讨论。本合同中任何有关限制权利、加重/减轻/免除责任、以及其他与双方有重大利害关系的条款（包括但不限于第 5 条（知识产权）、第 6 条（西门子取消课程）、第 7 条（客户取消课程）、第 8 条（未使用的服务）、第 9 条（合同终止）、第 10 条（合同违约））均系双方充分协商一致订立，且为双方所理解和接受。

CUSTOMER 客户

(Chop/章)

SIEMENS 西门子

Siemens Factory Automation Engineering Ltd.

西门子工厂自动化工程有限公司

(Chop/章)

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Annex I Training Course List

附件 I 培训课程清单

Course Code 课程代码	Course Name 课程名称	Course Location 上课地点	Course Date 上课日期	Number of course participant 学员数量	Unit Price 每人价格 (RMB)	Total Price 单项合计价格 (RMB)
				Total 总价		

Explanation on Course Location 上课地点的解释

SITTC(BJ): Siemens Automation Training Center, Beijing 西门子工业技术培训中心（北京）

Address: 7, Wangjing Zhonghuan Nanlu BEIJING, China

地址: 北京市望京中环南路 7 号西门子大厦- A 楼 2-3 层

电话: 010 - 64768958

传真: 010 - 84763932

SITTC(SH): Siemens Automation Training Center, Shanghai 西门子工业技术培训中心（上海）

Address: 5F, Yide Building, No.1538, Yan'an Xilu, Shanghai

地址: 上海市延安西路 1538 号怡德大厦 5 层

电话: 021 - 62815933

传真: 021 - 62810713

SITTC (WH): Siemens Automation Training Center, Wuhan 西门子工业技术培训中心（武汉）

Address: Room 2101, 21F, Baoli Building, No.99, ZhongNan Road, Wuhan

地址: 武汉市武昌区中南路 99 号保利大厦 21 层 2101

电话: 027-87736238

传真: 027-87736269

SITTC (GZ): Siemens Automation Training Center, Guangzhou 西门子工业技术培训中心（广州）

Address: 8F, Teemtower, Teemall, 208 Tianhe Road, Tianhe District, Guangzhou, Guangdong Province, P.R.China

地址: 广州市天河路 208 号粤海天河城大厦 8 层

电话: 020 - 37182015

传真: 020 - 38102557

SITTC(SY): Siemens Automation Training Center, Shengyang 西门子工业技术培训中心（沈阳）

Address: 14F Fortune Center No.59 Beizhan Road Shenhe District Shenyang City, Liaoning Province,

P.R.China

地址: 沈阳市沈河区北路 59 号财富中心 E 座 14 层

电话: 024 - 22949880

传真: 024 - 22949881

SITTC (CD) : Siemens Automation Training Center, Chengdu 西门子工业技术培训中心（成都）

Address: 2F, Siemens Industrial Software Global R&D Center, No.7 XiXin Avenue, Chengdu, P.R.China

地址: 成都高新西区西芯大道 7 号, 西门子研发中心/创新中心大楼 2 层

电话: 028-62387012