


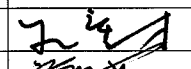
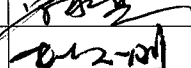
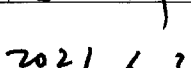
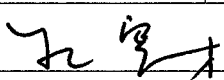
# 单一来源采购谈判记录表

项目名称：瓦锡兰艏侧推备件采购

记录人：姜良优 

谈判地点：科考船指挥大厅

谈判时间：2021.06.30

供应商名称	瓦锡兰维修服务(上海)有限公司			
地址	上海市浦东新区上丰西路 55 号		电话	021-58585500
产品名称	瓦锡兰艏侧推备件		数量	6
规格型号	432773(Dimmer control unit )、 432781 (Dimmer power unit )		目标价格	57993.61 元
技术要求	满足“科学”轮首侧推控制系统用使用，具体备件名称、型号、采购数量见“科学”轮轮机部备件申请单。			
论证意见	“科学”2012 年建造时通过公开招标确定采用瓦锡兰维修服务(上海)有限公司提供的艏侧推系统，此设备是“科学”轮核心重要设备，为船舶靠离港及动力定位提供侧推力和控制，设备状况关系船舶安全和科考作业。该公司拥有不可替代的专利和技术，其他品牌和型号的备件无法匹配，为满足配套一致和保障维修后正常运行，只能从原设备供应商处采购此批备件，经专家论证和商谈，确定供货价格和交货期，具体见报价单。			
谈判过程及最终报价	经多次沟通，确认相关备件的具体型号和需求数量、供货期，确定最终报价为 57993.61 元。			
谈判小组人员	姓名	单位	职称	签字
	孔宪才	中国科学院海洋研究所	高工	
	宋永真	中国科学院海洋研究所	高工	
	杜玉刚	中国科学院海洋研究所	高工	
谈判小组组长	签字 		时间 2021.6.30	

## 船舶备件申请单

船名: 科学

申请单编号: kxlunji210303

申请日期: 2021-6-22

设备名称: 艏侧推 bow thruster		出厂编号: CB11/CB12		制造日期: 11/APRIL/2011		
设备型号: CT175M-D, 1750mm*313RPM		生产厂家: 瓦锡兰				
参考书目: WARTSILA "installation planning instructions for 4000GT multi-purpose oceanographic research vessel Product: 2*CT175M-D; WARTSILA PROJECT NO.: MPH/00035-M1 REMOTE CONTROL SYSTEM DRAWING NO.: DBAB279060, FINAL CONTROLS DRAWINGS YARD: WUCHANG SHIPBUILDING; NEW BUILDING NO.: A211L; PROLUSION CONTROL : MPH/00035.M1C21-2; TRANSVERSE THRUSTER WITH CONTROLLABLE PITCH PROPELLER LIPSTRONIC®7000-TTB 地址: Wartsila Engine (shanghai) Co.Ltd, 电话: 021-58778800; WARTSILA REPAIR OFFICE, 电话: 010-65931842						
序号	备件名称	备 件 号	单位	申购数量	船存数量	核发
1	Dimmer control unit 调光控制单元	432773	pc	2	0	2
2	Dimmer power unit 调光电源单元	432781	pc	4		4
申请理由: 设备已经损坏, 急需备件维修恢复使用。 轮机长/日期: 郭电昂 2021-6-22						
船长/日期: 张高峰 2021.06.22						
机务主管/日期: 刘长杰 2021-6-24						
船舶中心意见/日期:						

注: 本表保存在部门长和研究所船舶中心机务部。至少保存 2 年。

备注:

1. dimmer control unit,

BRAND: PHOENIX,

input signal: 12v signal on up pin8, 12v signal on down pin 7,

output frequency:  $ct=47Nf \sim 4kHz$ 

vcc: 24v on pin2, 0v on pin 1

output period:  $\sim 250\text{ ms}$ 

output signal : 4.5v

dimension: front: 40mm; left/right: 74mm; top/bottom: 40mm

2. dimmer power unit,

BRAND: PHOENIX,

input signal:  $\sim 4.5\text{ v}$  signal on up pin3, 0v ref. on down pin 1,

output signal: 24v pulse width modulated signal on pin6 and 7

input frequency:  $\sim 4kHz$ , output frequency:  $\sim 150kHz$  signal.Input period:  $250E-6\text{ SECOND}$ ;OUTPUT PERIOD:  $\sim 7E-6\text{ SECOND}$ 

POWER SUPPLY: 24V ON PIN 2; 0V ON PIN 1.

dimension: front: 25mm; left/right: 74mm; top/bottom: 25mm

**Sold-to address**

Institute of Oceanology  
Chinese Academy of Sciences  
7 Nan-hai Road  
266071 QINGDAO  
CHINA

**Shipping address**

Institute of Oceanology  
Chinese Academy of Sciences  
7 Nan-hai Road  
266071 QINGDAO  
CHINA

**Notify address**

C/O T.H.I. Group-Airfreight import  
Lydia Feng/THI-SHA <LydiaFeng@t3ex-thi.com>  
USCI Code: 913101157970184263  
vivian.qin@wartsila.com

**Date** 2021-06-29, 01:03 am (UTC)  
**Print out date** 2021-06-29, 01:09 am (UTC)  
**Order number** 41962451  
**Installation**  
KE XUE  
**IMO no.** 9643788

**Our contact person** **Phone**  
VIVIAN QIN 86 2158585295  
VIVIAN.QIN@WARTSILA.COM

**Your contact person**

Liu Chang Jie

**Your reference**

KE XUE

**Your order date**

2021-06-29

**End customer reference**
**Mode of delivery**

AIRFREIGHT

**Terms of delivery**

DDP Qingdao Incoterms 2020

**Customer number**

50995

**VAT Number**

121000004000127000

**Terms of payment**

30 Days Net

**Forwarding agent**

CEVA Logistics Netherlands BV

ETA Date does not include possible delays caused by issues outside of Supplier's control, including without limitation customs clearance, import permits or insufficient documentation received from the Buyer.

Item PO. Item	Part no. Product no.	Description Product type Dispatch / ETA Date	Qty	Unit	Price/unit	Total
<b>Country/HSN code</b>						
000100	432773	DIMMER				
	MPH/00035.M1NC21	LT7000-TTB	2	PC	8.300,19 CNY	16.600,38
		2021-06-30/2021-07-12	2	PC		
	NO/90328900					
Delivered from:		Kampen, Netherlands				
000200	432781	DIMMER				
	MPH/00035.M1NC21	LT7000-TTB	4	PC	6.480,35 CNY	25.921,40
		2021-06-30/2021-07-12	4	PC		
	NO/90328900					
Delivered from:		Kampen, Netherlands				
<b>Goods total</b>						<b>42.521,78</b>
<b>Freight cost</b>						<b>2.500,00</b>

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Wärtsilä Services (Shanghai) Co., Ltd

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Tax Reg. No.:  
www.wartsila.com

VAT/Tax Reg. no.:  
Business ID no.:  
Registered office: Shanghai

Bank: Bank of China Limited  
Bank account no.: 449461716145  
IBAN:  
SWIFT: BKCHCNBJXXX

# Order Acknowledgement

**Wärtsilä Services (Shanghai) Co., Ltd**

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Local freight&duties		6.300,00
Total excl. VAT	13,00%	51.321,78
VAT/Tax	13,00%	6.671,83
Total amount		CNY 57.993,61

EU HS and Origin codes might be preliminary and could be subject to change.

Yours faithfully,

**Wärtsilä Services (Shanghai) Co., Ltd**

## WARTSILA GENERAL TERMS & CONDITIONS - Parts 2020

### 1. INTRODUCTION

These General Terms and Conditions - Parts (2020) (the "Conditions") shall, unless otherwise agreed in writing, apply to all sales of parts (the "Parts") by any authorized member, agent or representative of the Wärtsilä Group (the "Supplier") to a purchaser (the "Buyer"). The Supplier's offers are non-binding until accepted and confirmed by a purchase order issued by the Buyer in compliance with these Conditions which is acknowledged by the Supplier (any such acknowledged purchase order, a "Contract"). These Conditions shall form an integral part of the Contract. The Buyer may not change or cancel any purchase order after it has been received by the Supplier unless the Supplier has agreed in writing to such change or cancellation.

### 2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

2.1 Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Parts or any document or data provided by the Supplier in connection therewith shall remain the Supplier's property. The Buyer shall defend, indemnify and hold harmless the Supplier against all claims, losses and damages, including reasonable attorneys' fees, arising out of or resulting from any reuse, modification, reproduction or publication of the Supplier's intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

2.2 Notwithstanding anything to the contrary, companies belonging to Wartsila Group shall have the right to collect data from sensors, instruments, monitors, data collectors, industrial control or SCADA devices located at Buyer's sites or on the equipment delivered and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wartsila Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wartsila Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract.

### 3. CYBERSECURITY PROTECTION

3.1 Unless otherwise agreed, upon delivery of any equipment provided by the Supplier, the Buyer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Supplier. It is the Buyer's sole responsibility to protect the equipment and

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its logic-bearing system components (e.g. hardware, firmware, and software hereinafter referred to as the "Critical Components") from any External Cybersecurity Threat, or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Buyer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided connection with any equipment provided by the Supplier and shall do so in a manner that is no less rigorous than any recommendations provided by the Supplier and accepted industry practices.

3.2 "External Cybersecurity Threat" is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated outside of the physical site housing such equipment.

3.3 "Internal Cybersecurity Threat" is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated inside of the physical site housing such equipment.

#### 4. DELIVERY, ACCEPTANCE AND RETURNS

4.1 All references to trade terms shall be interpreted in accordance with Incoterms® 2010. Unless otherwise agreed in writing, the Parts shall be deemed to be sold "FCA". Any date or period for delivery stipulated or quoted shall be deemed to be an estimate only. Packing materials shall not be returned to the Supplier. The Buyer shall be deemed to have accepted the quantity and quality of the Parts delivered by the Supplier as being in accordance with the Contract unless the Buyer has notified the Supplier of any shortages or damage within three (3) days following delivery of the Parts. No returns of Parts will be permitted or allowed by the Supplier.

4.2 If the Buyer anticipates that it will be unable to accept the delivery of Parts at the time set forth in the Contract, the Buyer shall notify The Supplier in writing stating the reason and the time when the Buyer anticipates being able to accept the delivery. The Buyer shall pay the part of the Contract price that becomes due at the delivery as if the delivery had taken place. The Supplier may by notice require the Buyer to accept the delivery within a final reasonable time. Any additional costs related to such delay shall be borne by the Buyer.

4.3 The Supplier has the right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that the Buyer will not be able to perform its obligations as stated in the Contract.

#### 5. PAYMENT AND OWNERSHIP

Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the Supplier's invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction. The Buyer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. The Buyer shall pay the Supplier all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, the Supplier shall be entitled to suspend or terminate the Contract by written notice to the Buyer, and such remedies shall not be exclusive of the Supplier's additional rights under contract or law. Title to the Parts shall pass to the Buyer only when payment in full has been received by the Supplier. The Supplier may as a precondition for delivery of Parts, request: (i) advance payment; and/or (ii) that the Buyer pays or provides security covering any unpaid amount already owed to the Supplier or one of its affiliates.

#### 6. WARRANTY

6.1 The Supplier shall repair or replace, at its sole discretion, any defect in the Parts which appears during the warranty period as a result of defective material or manufacturing, provided that any replaced Part shall upon the Supplier's request be returned to the Supplier at the Supplier's cost. The Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. The Buyer shall have the responsibility to establish that its claim is covered by this warranty. Replaced Parts shall become the Supplier's property. Delivery of replaced or repaired Parts will be made in accordance with the original Contract delivery terms.

6.2 The warranty period for the Parts begins on the date of delivery and ends eighteen (18) months from the date of delivery. If the Parts are inspected and installed within the above mentioned eighteen (18) months by authorized Wärtsilä personnel, the warranty period will be twelve (12) months from the date when the Parts were placed in Service or eighteen (18) months from the date of delivery, whichever occurs later. The warranty period in respect of Parts which have been repaired or replaced under the warranty shall expire six (6) months following the date when: (i) the repaired or replacement Part is placed in service; or (ii) upon the expiration of the warranty period applicable to the originally supplied Part as set forth above in this Clause 6.2, whichever occurs later. The warranty for repaired or replacement Parts shall be subject to the same terms, conditions and limitations of liability as those applicable to the originally-supplied Part. Under no circumstances shall the warranty period of any Part (whether as originally supplied or as repaired or replaced) extend beyond the date that is thirty-six (36) months following the date of commencement of the original warranty period as stipulated above in this Clause 6.2.

In case the Parts are ready for delivery but the Supplier is not able to deliver the Parts due to reason attributable to the Buyer, the warranty period as stated above in this Clause 6.2 shall commence from date the delivery should have taken place according to the Contract.

6.3 The Supplier shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by the Buyer; (2) negligence or willful misconduct of the Buyer; (3) parts, accessories or attachments other than those supplied as Parts by

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# Order Acknowledgement

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the Supplier; (4) improper service work, installation or alterations carried out by the Buyer; (5) normal wear and tear; (6) use of unsuitable material or consumables by the Buyer; (7) fluctuation in the grid; or (8) any use, service or operation of the Parts which is not in conformity with manuals, instructions or specifications provided by the Supplier or which is otherwise not in accordance with normal industry practice. The Supplier's warranty obligation does not include any craneage, electricity, scaffolding, docking, diving, sub-sea work, towage costs, demounting or mounting costs, expenses of the Supplier's personnel or representatives, taxes and duties, and all such costs and expenses shall be reimbursed duties, and all such costs and expenses shall be reimbursed by the Buyer to the Supplier when applicable. If after the Supplier's warranty investigation it is found that the Buyer does not have a warranty claim within the scope of these Conditions, then the Buyer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced components or other service work.

6.4 THIS CLAUSE 6 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE PARTS AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. THE BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY).

## 7. SUPPLIER'S LIABILITY

7.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE SUPPLIER BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL ANY CLAIMS OF THE BUYER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE BUYER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS AND PARTS DELIVERED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE SUPPLIER'S AGGREGATE LIABILITY TO THE BUYER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.

7.3 Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.

7.4 The Supplier shall not be liable for any harm, injury or damages due to or arising in connection with: (1) software provided by the Buyer; (2) monitoring, digital and/or cybersecurity-related systems other than those provided by the Supplier; or (3) improper service work, installation or alterations carried out by the Buyer on any monitoring, digital and/or cybersecurity-related systems. "Improper Service Work" is any act or failure to act which contradicts the OEM recommended maintenance, configuration and advisable operations resulting in detrimental reliability or increased possibility of failure.

7.5 The Buyer shall defend, indemnify and hold harmless the Supplier and the Supplier's parent and subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns (each, a "Supplier Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any cybersecurity breach arising out of or resulting from the Buyer's failure to comply with any of its obligations under Clauses 2.2, 3.1, 7.4 and/or 7.5.

## 8. EXPORT CONTROLS AND TRADE SANCTIONS

8.1 The parties agree that the Parts shall be delivered subject to all applicable export controls, sanctions or restrictions imposed on technology and products by any country or organization or nation which are enforceable in the jurisdiction of the Supplier, its affiliates or parent company, including the Suppliers country, the United Nations, the European Union and the United States of America. The Buyer acknowledges that the Parts and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.

8.2 The Buyer confirms that the Parts supplied will be used solely for peaceful purposes. The Buyer further confirms that the Parts will not be used in connection with, or for purposes associated with any chemical, biological or nuclear weapons, missiles or any other vehicles or vessels capable of delivering such weapons, or in support of any terrorist activity, or in connection with any other military end use. Nor will the Parts be re-sold if it is

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known or suspected by the Buyer that it is intended to be used for such purposes. Upon request by the Supplier, the Buyer shall furnish the Supplier with all the relevant certificates relating to export control laws, regulations, sanctions and restrictions, such as, but not limited to , end-user certificates, in form and substance specified by the Supplier.

8.3 The Supplier has no liability resulting from delay, cancellation or amendment of this sale resulting from export controls, sanctions or other applicable restrictive measures.

## 9. FORCE MAJEURE

Neither the Supplier nor the Buyer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure ("Force Majeure"), which includes without limitation, acts of God, wars whether declared or not, any events involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism , any measures taken by public authorities in connection with threat of terrorism, embargos and import or export restrictions, acts of civil or military sanctions, boycotts, fire, flood, accidents, strikes, failure of a sub-supplier to provide manpower, materials or goods caused by an event that qualifies under this Clause 9, undue transportation or customs clearance problems or transportation or customs clearance problems arising out of withdrawal of the United Kingdom from the European Union or any preparatory measures therefor ("Brexist"), epidemics, unusually severe weather affecting either party, or causes beyond their control.

## 10. SECURITY AGREEMENT

The Buyer hereby grants to the Supplier a continuing security interest , and when applicable a maritime lien for necessities, in and to the Parts, together with all goods into which the Parts are attached at any time, and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Parts.

## 11. DUTIES, TAXES, FEES AND COMPLIANCE WITH LAWS

The Buyer shall pay, where applicable, all duties, withholding and other taxes, customs fees and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Buyer. Supply out of the European Union (EU) is exempted from Value Added Tax (VAT) on the condition that the Parts are exported out of the EU within one hundred and fifty (150) days from the supply. In accordance with the EU Customs and VAT laws, the Buyer must provide the Supplier with valid proof of exportation. If the Buyer does not provide the Supplier with such proof within one hundred and fifty (150) days, the Supplier has the right to charge VAT according to national laws which shall be immediately remitted by the Buyer.

## 12. GOVERNING LAW AND ARBITRATION

12.1 Unless the parties agree otherwise in writing, the Contract shall be governed by and interpreted in accordance with the laws in force in principal place of business of the Supplier, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

12.2 Nothing contained in this Clause shall preclude the Supplier from bringing legal action or proceeding against the Buyer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the Buyer or any of its property or assets may be found or located, and the Buyer hereby irrevocably submits to the jurisdiction of any such court.

## 13. ENTIRE AGREEMENT

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for delivery, technical specifications and quantity of Parts to be delivered) and the terms and conditions of any software license agreement executed in writing by the Supplier and the Buyer and pertaining to software or other data provided in connection herewith ("License Agreement") contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Any service work to be provided by the Supplier to the Buyer shall be in accordance with the Supplier's General Terms and Conditions - Service Work (latest version then in effect). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

For Parts and Services: If not otherwise stated in this document, Wärtsilä General Terms and Conditions (GTC) - Parts (2020) or Service Work (2020) are applied. Purchaser's (General) Terms and Conditions are hereby expressly excluded as are any other (General) Terms and Conditions not explicitly mentioned or referred to in this document. Wärtsilä General Terms and Conditions are available on the web <http://www.wartsila.com/general-terms-conditions>. Interest will accrue from the invoice due date at the rate stated in Wärtsilä GTC, unless otherwise defined in the Contract between the Customer and the Wärtsilä Company. A surcharge shall be added in case an order value is lower than the minimum order value of 200 EUR or equivalent currency value excluding freight. Possible claims regarding invoices must be made within 14 days after the date of invoice. Wärtsilä uses data gathered from equipment and software to improve and develop our products and services. The Parties expressly agree that COVID-19 shall be deemed a Force Majeure event under this Contract (whether foreseen or unforeseen at the time of this Contract). Further, and accordingly any existing arrangements that are, at the time of this Contract, already affected by COVID-19 shall not be within the control of a Party. In accordance with this Contract, the Wärtsilä shall keep the Customer informed of the implications of COVID-19 on the Wärtsilä's performance under this Contract.

Wärtsilä Services (Shanghai) Co., Ltd

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Bank: Bank of China Limited

Bank account no.: 449461716145

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