



Unless otherwise specifically in written, these General Terms and Conditions of Sale (the "Terms and Conditions") shall be deemed to be incorporated in Customer Account Opening Form, every offer, quotation and acceptance for the sales or provision of goods or services by the relevant China's entity within The Linde Group.

For the purpose of these Terms and Conditions: "Customer" means the person or legal entity entering into the Terms and Conditions with LINDE; "LINDE" means the relevant entity within The Linde Group that is established and existing under the laws of the People's Republic of China; "Linde Containers and Equipment" means any container, cylinder or other storage vessel provided by LINDE in which gas is stored; "Gas" means any gas or gas mixture supplied by LINDE including liquefied, solidified, compressed or dissolved gas; "Product Additional Charge" means periodic charge by LINDE for LINDE Container and Equipment's maintenance, repair and replacement.

#### 1 ACCESS & DELIVERY

1.1 Unless otherwise agreed, LINDE will supply Gas against orders placed by the Customer. LINDE will deliver Gas in appropriate quantities and frequency based on Customer's order. The Customer's average gas consumption rate and LINDE Containers and Equipment storage capacity are also to be considered.

1.2 LINDE will endeavor to keep to delivery dates. As long as getting Customer's confirmation, LINDE's delivery/collection note shall be conclusive evidence of delivery and the quantity of the Gas.

1.3 Customer shall notify LINDE if at any time it anticipates significant changes to its demand.

1.4 If full delivery cannot be made due to the Customer's act or omission, such Gas shall be deemed to have been delivered and LINDE may charge for abortive journeys or part deliveries and for storage of Gas until delivered.

1.5 LINDE can provide a certificate of analysis of Gas for Gas supplied on the Customer's prior written request upon reasonable notice. LINDE will make an additional charge for this.

1.6 (If applicable) By special arrangement with Customer, LINDE would fill Gas into Customer owned containers. Such filling is subject to container examination and testing when necessary in accordance with LINDE procedures and applicable statutory requirements.

1.7 LINDE may suspend deliveries of Gas if the Gas storage or handling equipment or process equipment is considered by LINDE not to be safe.

1.8 The Customer acknowledges that collection of LINDE Containers and Equipment from a LINDE site shall be at its own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on the hazards of the goods and compliance with all relevant legislation.

#### 2 Price and Payment

2.1 There may also be charges associated with the installation, commissioning or removal of LINDE Containers and Equipment from the Customer's premises.

2.2 The price for Gas, LINDE Containers and Equipment and services shall be effective at the time of supply. If at any time LINDE's costs change due to government action or to a change in law, LINDE reserves the right to adjust prices to take account of such change in its costs.

2.3 LINDE buys some gases from other suppliers. LINDE may adjust the price of these factored gases if its suppliers change the price they charge LINDE.

2.4 Unless otherwise agreed, payment is due upon delivery or collection of Gas or provision of service.

2.5 As LINDE agreed, payment by Customer who is granted credit by LINDE is due within thirty days from the date of invoicing, which is normally issued at the end of each month.

2.6 If any payment is overdue LINDE may stop the delivery of Gas or provision of services to the customer. LINDE may charge interest on any amount overdue at the rate of the prevailing financial institutions nominal interest rates on loans of more than 5 years durations as published regularly by People's Bank of China, compounding monthly. Such interest shall be payable on demand.

2.7 Unless otherwise agreed, Product Additional Charge is payable from the earlier of (i) collection or delivery or (ii) the hand-over date of LINDE Containers and Equipment when installation is completed and such LINDE Containers and Equipment are ready to be in commission.

2.8 Where LINDE Containers and Equipment are on a monthly payment frequency, Product Additional Charge is payable for each calendar month during which the LINDE Containers and Equipment are hired. Where the LINDE Containers and Equipment are on a yearly payment frequency, Product Additional Charge is calculated for 12 months from the beginning of the calendar month in which LINDE Containers and Equipment are first hired.

2.9 When a Customer uses LINDE Containers and Equipment which are additional to those have already been hired on a yearly payment frequency, the additional LINDE Containers and Equipment will either: (i) always be charged to the Customer on a monthly payment frequency, or (ii) be charged immediately on a yearly payment frequency, a proportionate part of the full yearly payment being charged for the period, until the next yearly payment is due for the LINDE Containers and Equipment already hired on yearly payment frequency.

2.10 In the event the Product Additional Charge being in arrears, the Customer shall return LINDE Containers and Equipment to LINDE forthwith upon the issuance of LINDE's formal demand, the Product Additional Charges shall be borne by the Customer, until Customer returns LINDE Containers and Equipment in clean and serviceable condition.

#### 3 WARRANTY

3.1 LINDE warrants that, at the time of delivery, Gas conform to the product specifications relating to that Gas. LINDE cannot guarantee that Gas is suitable for the use or process that the Customer intends to use the Gas.

3.2 Should the Gas fail to conform to the specifications, LINDE shall, at its option, replace the nonconforming Gas or credit Customer's account for the price of the nonconforming Gas.

3.3 A Customer's claim that Gas is loss, damage or

## GENERAL TERMS AND CONDITIONS OF SALE

discrepancy must be lodged with LINDE in written within 5 working days after delivery date of the Gas in question and Gas shortage must be lodged by Customer in written within 3 working days, otherwise LINDE shall not be liable for such claim. QUESTIONED Gas and packing must be kept for inspection by LINDE.

#### 4 GAS AND LINDE CONTAINERS AND EQUIPMENT

4.1 LINDE shall have the right upon reasonable notice to enter the Customer's premises for deliveries and maintenances.

4.2 LINDE will maintain LINDE Containers and Equipment in accordance with LINDE procedures and current safety requirements. If the Customer causes undue delay to LINDE's maintenance service, LINDE may charge cost and expenses incurred.

4.3 While LINDE is unable to supply Customer's entire requirements for Gas, Customer may, with LINDE's prior written consent, obtain Gas from other sources, but only until LINDE is able to resume full supply. LINDE shall have no liability whatever in relation to any such supply and Customer shall indemnify LINDE against all claims, costs, expenses or liabilities resulting from such supply.

4.4 LINDE Containers and Equipment are supplied to the Customer for the Customer's sole use, and shall remain the property of LINDE at all times unless explicitly agreed otherwise. Customer should not refill LINDE Containers and Equipment or let them be used otherwise than for storage or transport of LINDE Gas.

4.5 All Gas delivered remain the property of LINDE until Customer has paid for them all.

4.6 The risk in Gas supplied and the relevant LINDE Containers and Equipment passes to Customer upon delivery to or collection by the Customer.

4.7 The Customer shall have no rights over any other property of LINDE or its contractors brought onto the Customer's premise.

#### 5 DUTIES AND OBLIGATIONS

5.1 Customer shall provide free of charge adequate and safe access to the Customer's premises, information, documents and facilities (including labor for loading and unloading of Gas, utility supply, telephone lines) for LINDE to carry out its duties and rights under the Terms and Conditions.

5.2 Customer shall obtain all necessary consents and comply with all legal obligations in connection with installation or use of any Gas supplied or LINDE Containers and Equipment provided to the Customer or work done on the Customer's site; Customer is responsible for all work and materials to meet and comply with i) industrial standard, ii) all legal and statutory requirements, and iii) any specifications provided by LINDE.

5.3 Customer shall not adjust, repair or interfere with LINDE Containers and Equipment or obliterate, remove or deface identification marks or notices on the LINDE Containers and Equipment and Customer shall keep and return all LINDE Containers and Equipment in a clean and serviceable condition. For any loss and damage, Customer shall notify LINDE immediately, LINDE reserves rights to charge cost and compensation incurred.

5.4 Customer shall be responsible for the safe custody of LINDE's and its sub-contractors' property left on the Customer's premise.

5.5 Customer shall be responsible for any risks to health or safety from LINDE Gas and property in the Customer's possession and/or control. The Customer must ensure that persons who use, handle, process, store or transport LINDE Gas and/or LINDE Containers and Equipment receive adequate training and safety literature.

#### 6 GAS RE-SALE (WHEN APPLICABLE)

6.1 Gas supplied by LINDE may be re-sold provided that prior to any re-sale the Customer has: (i) demonstrated to LINDE's reasonable satisfaction that it has the capability to re-sell safely; and (ii) the Customer indemnifies LINDE to LINDE's satisfaction against liability to any third party and costs in respect of alleged defects in Gas and injury, damage, loss or expenses caused thereby unless proved beyond reasonable doubt to have been in existence when the Gas was supplied by LINDE.

6.2 The Customer shall be entirely responsible for providing proper instructions, warnings and other safety information in connection with any re-sale of Gas.

#### 7 LIABILITY AND EXCLUSIONS

7.1 LINDE accepts unlimited liability for death or personal injury to the extent caused by LINDE's negligence.

7.2 LINDE's liability for loss and damage to property to the extent directly caused by LINDE's breach of the Terms and Conditions of negligence in performance of the Terms and Conditions. The maximum liability for each event or series of similar events due to same cause shall be limited to the contract price for the Gas sold or service rendered.

7.3 LINDE's liability is as set out in this Condition 7. LINDE shall have no liability for any other loss or damage including (but not limited) loss of revenue, production, profits, customer, contracts, goodwill or reputation and any consequential or indirect loss or damage.

7.4 All warranties and conditions which arise from statute and relate to the supply of Gas and services are excluded from the Terms and Conditions except to the extent that such exclusion is prevented by law.

7.5 The Customer shall indemnify LINDE against any loss, damage or claims arising from LINDE's presence on the Customer's site except to the extent caused by LINDE's negligence.

7.6 Technical advice supplied to the Customer by LINDE shall be prepared in good faith, in the context of the law in force as at the date of its preparation and on the basis of the matters and information disclosed by the Customer to LINDE. LINDE accepts no responsibility for subsequent changes in law which may affect the conclusions of and/or recommendations in technical advice or for any loss or damage incurred or suffered by the Customer arising out of a failure by the Customer to disclose facts or circumstances necessary for the preparation of technical advice.

#### 8 BREACHES AND TERMINATION

8.1 Either party may terminate these Terms and Conditions forthwith by written notice if the other party becomes insolvent or has a receiver or administrator

appointed or goes into liquidation (except for the purpose of reconstruction or amalgamation) or suffers any similar or analogous act or event under the laws to which it is subject.

8.2 If Customer fails to make any payment when due, or commits any material breach of any provision of these Terms and Conditions and fails to rectify the breach within the period specified in LINDE's written notice, LINDE may: i) terminate the Terms and Conditions or any part of it; or ii) suspend performance of all or any of its obligations, and at any time during such suspension termination can be applied to the Terms and Conditions or any part of it.

8.3 Termination shall be without prejudice to any accrued rights of either party. Upon terminations Customer shall immediately pay LINDE the sum of any payable charges which are still outstanding.

8.4 On suspension or termination of the Terms and conditions, LINDE may recover possession of hired LINDE Containers and Equipment. Customer irrevocably authorizes LINDE to enter its premise for this purpose. LINDE shall be entitled to charge, and Customer shall pay, all reasonable costs of removal of LINDE Containers and Equipment.

8.5 If LINDE's performance of any obligation of the Terms and Conditions by its normal means is prevented or delayed due to any cause beyond LINDE's reasonable control, that obligation shall be suspended during the period LINDE is affected by such cause.

#### 9 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1 LINDE warrants that Gas sold by LINDE which is of LINDE's standard manufacture (but not apply to any particular use) is free of third party patent or other intellectual property restrictions in the People's Republic of China and the Customer accepts full liability for any infringement of patent and other intellectual property rights not covered by the above warranty.

9.2 LINDE retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by LINDE for the Customer in whatever medium. No right or license is granted under the Terms and Conditions to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right.

9.3 Information or documents supplied at any time by LINDE to the customer shall be treated as confidential by the Customer and shall not be disclosed to any third party or used for any purpose other than for the purpose of the Terms and Conditions without the prior written consent of LINDE unless and until the same becomes public knowledge other than through default of the Customer or comes into the Customer's possession bona fide from a third party.

#### 10 GENERAL

##### 10.1 Supply To A Third Party

If by arrangement with the Customer, Gas, LINDE Containers and Equipment or services are supplied to any third party, the Customer shall procure that the third party agrees to be bound by the terms and Conditions that prevent them from loss and damage. The Customer shall indemnify and hold harmless LINDE against any consequences (including any claim made by the third party) of the customer failing to do so or of third party not fulfilling the obligations applicable to it under the Terms and Conditions.

##### 10.2 Variation and Waiver

Any variation or waiver of these Terms and Conditions may be made by LINDE. After LINDE giving one month's notice in writing to the Customer, the revised clauses will take into effect. No waiver shall take effect until it is made in writing and signed by a due representative of LINDE.

##### 10.3 Severability

If any provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable in any way under any law, it shall to the extent of such invalidity, illegality or unenforceability be deemed severable and the remaining provisions of the Terms and Conditions and the remainder of such provision shall continue in full force and effect.

##### 10.4 Entire Agreement

Unless otherwise agreed in written, the Terms and Conditions constitute the whole and only agreement between the parties relating to the supply of Gas or service by LINDE and supersede any previous forms of communications between the parties.

##### 10.5 Dispute Resolution

The parties shall first endeavour to settle any dispute arising out of or in connection with this Contract through friendly consultations between senior members of their respective organizations. If no settlement can be reached through friendly consultations within 30 days of the date that such consultation is first requested by a party, such dispute, if arising out of or relating to the transactions specified in the Contract, shall be subject to the exclusive jurisdiction of the competent court at Linde's domicile unless otherwise required by the mandatory applicable law. The cost of the litigation, including reasonable allowance for attorney's fees, shall be borne by the losing party or as otherwise specified in the ruling of the court. Except for the matter that is being litigated, parties shall continue performing the Contract.

##### 10.6 Language Version

These Terms and Conditions are made out both in Chinese and English language versions and both of them are of equal legal effect.

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## 一般销售条款和条件

除书面形式另有规定外，本《一般销售条款和条件》（“**条款**”）应适用于林德集团内部相关中国实体的客户开户登记，以及销售产品或提供服务的每个要约、报价和承诺。

在本《条款》中，“**客户**”指与林德签订本《条款》的个人或法人；“**林德**”指根据中华人民共和国法律成立并存在的林德集团内部的相关实体；“**林德容器及设备**”指林德提供的用于储存气体的容器、钢瓶或其它储存工具；“**气体**”指林德提供的气体或混合气体，包括液化、固化、压缩或溶解的气体；“**产品附加费**”指林德就维护、维修及更换林德容器及设备所定期收取的费用。

### 1 使用 and 交付

1.1 除双方协商另行规定，林德将根据客户所下的订单供应气体。基于客户订单，林德将以适当的数量和周期交付气体，同时也将考虑客户的平均气体消耗速度和林德容器及设备的储存能力。

1.2 林德将努力做到准时交付。一经客户确认，林德的交货单/收货单作为气体交付和气体数量的决定性证据。

1.3 若客户在任何时候预测其气体需求量将发生显著改变，客户应当通知林德。

1.4 如果由于客户的行为或疏忽致使气体未能全部交付，该气体将被视为已经交付，同时林德可能会收取中断交付或部分交付的费用，以及交付前气体的储存费用。

1.5 根据客户预先的书面要求加之合理的通知，林德可以提供所供应气体的分析报告。林德将对此另行收费。

1.6 [如适用]根据林德与客户之间的特殊安排，林德可向客户的自有容器充装气体，但前提是林德将在必要时根据林德程序和适用的法律法规对客户自有容器进行检查和测试。

1.7 若林德认为有关气体储存、搬运或处理设备不安全，林德可以暂停气体交付。

1.8 客户确认若其自行从林德场地提取林德容器及设备，客户将自行承担提取过程中存在的风险；且客户有责任安全地进行搬运和运输并根据产品的危险性质以及相关的法律法规对其操作人员进行培训。

### 2 价格和付款

2.1 林德可就安装、调试以及从客户场地搬离林德容器及设备收取费用。

2.2 气体、林德容器及设备以及服务的价格应是供应时有效的价格。若任何时候林德的成本由于政府行为或任何法律变更而改变，林德保留调整收费的权利。

2.3 林德可从其他供应商处购买部分气体。若供应商改变其出售给林德的气体价格，林德亦可做出相应的价格调整。

2.4 除非另行同意，客户应在交付或上门提货或提供服务时全额支付费用。

2.5 经林德同意，客户最迟可在林德发票日起三十日内做出全额支付。林德通常在每个月的月底开具发票。

2.6 若任何款项逾期支付，林德保留停止供应气体或提供服务的权利。林德可按照中国人民银行公布的通行的金融机构五年期以上贷款的基准利率，对逾期的款项收取利息，按月计收复利。该利息一经要求立即支付。

2.7 除非另有约定，产品附加费应自下列日期起计付（以较早者为准）：i) 上门提货或交付日期；或 ii) 林德容器及设备完成安装移交给客户以备调试之日。

2.8 当林德容器及设备为按月收费时，在林德容器及设备租用期间的产品附加费为每个公历月支付一次；当林德容器及设备为按年收费时，产品附加费是从林德容器及设备首次租用的公历月开始每 12 个月计付一次。

2.9 采用年付方式的客户增加租用林德容器及设备时，对于新增的林德容器及设备的产品附加费，客户可以：i) 始终按月付款方式支付；或 ii) 立即采用年付方式，就起租之日起按年支付的林德容器及设备下一年费用到期的阶段，依据全年收费按比例支付。

2.10 若产品附加费未按时交付，一经林德发出正式要求，客户须立即归还林德容器及设备，同时客户应按约定的费率支付应付的产品附加费直至林德容器及设备在清洁和可使用的状态下归还为止。

### 3 保证

3.1 林德保证在交付时气体符合产品规格中的描述，但林德不承担供应的气体适合客户使用或处理这种气体的预期目的。

3.2 若气体不符合规格，林德将选择替换不合格气体或将免收不合格气体的货款。

3.3 若气体有所遗失、损坏或不符合要求，客户应在收货日后 5 个工作日内以书面形式向林德提出；对于气体的欠货，客户应在收货日后 3 个工作日内以书面形式向林德提出；否则林德不承担责任。客户应保存上述气体和包装以便林德进行审核。

### 4 气体和林德容器及设备

4.1 基于合理的通知后，林德有权进入客户的场地以进行交付和维护工作。

4.2 林德将按照林德程序和现行的安全要求维护林德容器及设备。若由于客户的作为或不作为造成林德提供的维护服务发生延迟，林德可以收取由此产生的额外费用。

4.3 若林德无法满足客户对气体的全部需求量，经林德事先书面同意，客户可（但仅可在林德恢复全部供应之前）自其他来源购买气体。林德对其他来源的供应不承担任何责任，并且客户应对上述供应导致的所有索赔、费用、开支或债务承担责任并对林德做出赔偿。

4.4 林德容器及设备仅提供给客户单独使用，除非另有明确约定，始终为林德所有。客户不得重新充装林德容器及设备，或将容器用作储存、运输林德气体以外的其它用途。

4.5 所有交付的气体在客户支付全额款项之前，林德保留交付的所有权。

4.6 自交付完成或客户自行提货时起，供应的气体以及相关的林德容器及设备的风险即转移到客户。

4.7 客户对于林德或其分包商带到客户场地的其他财产不应享有任何权利。

### 5 责任和义务

5.1 为使林德能够履行本《条款》的职责和权利，客户将允许林德充分、安全地无偿使用客户的场地、资料 and 设施（包括装载和卸载气体的人工、共用事业供应和电话线等）。

5.2 就安装或使用所有供应的气体、提供给客户的林德容器及设备或在客户场地完成的工作，客户应获得所有必要的批准并遵守所有法律规定；且客户有责任确保所有的工作和材料符合并遵守 i) 行业标准；ii) 所有的法律法规和规章制度；以及 iii) 林德提供的规格。

5.3 客户不得随意校准、修理或改装林德容器及设备；不得涂改、去除或毁坏林德容器及设备上的识别标志或标识。客户应确保林德容器及设备直至归还时一直保持清洁而且可使用的状态。若有丢失或损坏，客户应立即通知林德，林德保留收取由此发生的费用和赔偿的权利。

5.4 客户对林德及其分包商留在客户场地上的财产负有安全保管责任。

5.5 客户负责其控制范围内的林德气体和财产所带来的健康或安全风险。客户必须保证使用、搬运、处理、储存或运输林德气体和/或林德容器及设备的人员已获得适当的培训和安全知识。

### 6 气体转售[如适用]

6.1 林德提供的气体可以被转售，但客户应当在转售前：i) 向林德证明（至林德满意的程度）其有能力安全地转售气体；同时，ii) 客户将赔偿林德（至林德满意的程度）第三方就所述的气体瑕疵以及由此引起的伤害、损害、损失或支出向林德提出的索赔，除非气体瑕疵在林德供应气体时已证实确实存在。

6.2 客户应当全权负责提供气体转售相关的适当说明、警告和其它安全信息。

### 7 责任和例外

7.1 林德将就由于林德的过失行为造成的人身伤害或死亡承担无限责任。

7.2 林德对其违反《条款》或履行《条款》过程中的过失行为而直接造成的财产损失或灭失承担责任。在该情况下，对于每个事件或由同一原因造成的每系列事件，林德承担的责任限额将不超过出售气体或提供服务的约定价格。

7.3 林德承担条款 7 中所列的责任。林德不对其他任何损失或损害承担责任，包括（但不限于）销售收入损失、生产损失、利润损失、客户丢失、合同损失、商誉或声誉损失和其他后继性或间接性损失。

7.4 除法律禁止的除外事项，本《条款》排除所有由法规产生的并与气体供应和提供服务有关的担保和条件。

7.5 除非是由于林德的过失所引起，林德在客户场地发生的任何损失、损害或索赔，客户应当向

林德承担赔偿责任。

7.6 林德将按照现行法律，依据客户当时告知的事实和信息真诚给予客户技术指导。对于随后法律的更改而可能影响技术指导的结论或建议，或因客户当时无法提供必要的事实和信息而使技术指导发生偏差造成客户的任何损失损害，林德将不承担责任。

### 8 违约和终止

8.1 若一方变得资不抵债或已被指定接管人、管理人或进入清算（为重组或合并之目的进入清算的除外）或遭遇其所受管辖法律项下的任何类似行为或事件，另一方可经书面通知而立即终止本《条款》。

8.2 若客户未能支付任何到期款项或对本《条款》有实质性的违反，并且未能在林德书面通知规定的期间内对违约进行纠正，林德可以：i) 终止本《条款》或其相关部分；或 ii) 中止履行全部或部分的义务，并在中止期间，可以终止本《条款》或其任何部分。

8.3 终止本《条款》应当无损于任何一方已有的权利。终止时，尚未清偿的应付款项，客户应当立即偿还。

8.4 本《条款》中止或终止时，林德可以收回被租用的林德容器及设备。客户不可撤销地授权林德为此目的进入其场地。林德有权收取且客户应支付搬离林德容器及设备而发生的合理费用。

8.5 若由于林德无法合理控制的原因而阻止或延误林德正常履行本《条款》下的任何义务，在受此影响期间，林德将暂时中止履行相关义务。

### 9 知识产权和保密

9.1 林德保证其所售的符合林德生产标准的气体（但不包括对该气体适合任何使用目的的保证）在中华人民共和国境内不含有任何第三方专利及其他知识产权的限制，客户将对以上保证未涉及的专利或其它知识产权的侵权负全部责任。

9.2 对于不论以何种介质保存，所有由林德为客户准备的图纸、规格、数据以及其他信息和文件，林德均保留其知识产权。本《条款》未授予客户任何专利、商标、版权、注册图案或其它知识产权项下的权利或特许。

9.3 就林德在任何时候提供给客户的所有信息或文件，除非得到林德事先的书面授权，在它们成为非客户过失而形成的公共信息前或客户从第三方处合法知悉之前，客户应进行保密，且不得披露给第三方或用于本《条款》以外的其它目的。

### 10 一般条款

#### 10.1 向第三方提供气体

若通过和客户做出安排，向第三方提供气体、林德容器及设备或任何服务，客户须确保第三方同意接受本《条款》的约束，以避免未能履约或造成的损失或损害。因客户不能完成本条款项下造成的后果（包括第三方索赔），客户需弥补林德因此造成的所有损失。

#### 10.2 修订和弃权

林德可对本《条款》进行修订或做出弃权。经提前一个月书面告知客户后，修订的条款即时生效。弃权需采取书面形式，并经林德正当授权代表签署方能生效。

#### 10.3 可分割性

若在任何法律下，本《条款》的任一条款变得无效、不合法或不可执行，该条款在无效、不合法或不可执行范围内应当被视为具有可分割性，本《条款》的剩余条款和该条款的剩余部分将继续完全有效。

#### 10.4 完整协议

除非另有书面约定，本《条款》构成双方之间就林德供应气体或服务的完整和唯一协议，并替代双方先前以任何形式做出的交流。

#### 10.5 争端解决

双方应首先努力通过各自机构的高级人员友好协商解决产生于本合同或与本合同有关的任何争议。若在一方第一次要求进行该等协商之日后 30 日内未能通过友好协商获得解决，则对于因本合同项下的钢瓶气交易引起的或与之有关的争议，应由林德公司所在地有关法院专属管辖，除非适用法律另有强制规定。诉讼费用（包括合理的律师费）应由败诉方承担或另行由法院判决规定。除正在诉讼的事项外，双方应继续履行本合同。

#### 10.6 语言版本

本《条款》同时由中英文书就，两种语言文本具有同等法律效力。