

TERMS AND CONDITIONS OF SALE
(November 2019)
销售条款与条件（2019年11月）

Except as otherwise agreed upon in writing by the Seller, these terms and conditions (“Agreement”) will apply to all orders received and all sales made by the following entities (non-exhaustive and subject to change by TE from time to time without notification): Measurement Specialties (China) Ltd., Measurement Specialties (Chengdu) Ltd., MEAS Asia Limited, Wema Environmental Technologies (Shanghai) Co., Ltd., Wema Environmental Technologies Ltd., Alpha Technics (Xiamen) Limited, Tyco Electronics Singapore Pte Ltd (applies to TE Connectivity Sensor Solutions Products only), each a TE Connectivity Ltd. (“TE”) company and each, individually, the “Seller.”

除卖方另行书面同意，否则本条款及条件（简称“本协议”）将适用于下列实体收到的所有订单及进行的所有销售（下列清单并不详尽，且TE可在无须通知的情况下不时变更）：精量电子（深圳）有限公司、精量电子（成都）有限公司、精量电子有限公司、维玛环境科技（上海）有限公司、Wema Environmental Technologies Ltd.、阿尔珐科技（厦门）有限公司、Tyco Electronics Singapore Pte Ltd（仅适用于TE Connectivity传感器解决方案产品），上述各公司均为TE Connectivity（简称“TE”）成员企业，且每一公司均单独称为“卖方”。

1. GENERAL: The terms and conditions set forth herein as well as any terms and conditions printed on the face of Seller’s order acknowledgment constitute the sole and entire agreement between Seller and the buyer (“Buyer”) of goods and/or services from Seller with respect to the subject matter hereof. Any term or condition in any printed form of Buyer, including but not limited to any order, confirmation or other document, which is in any way inconsistent with or in addition to the terms and conditions hereof is hereby expressly rejected, and Seller’s acceptance of any offer or order of Buyer is hereby expressly made in reliance on Buyer’s assent to all terms and conditions hereof. If Buyer objects to any of the terms or conditions hereof, such objection must be made in writing and received by Seller within ten (10) calendar days after placing a purchase order. Failure to so object shall be conclusively deemed to be acceptance of the terms and conditions hereof. Seller’s failure to object to any term or condition in any oral or written communication from Buyer, whether delivered before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any term or condition hereof. Electronic commerce transactions between Buyer and Seller will be solely governed by this Agreement, and any terms and conditions on Buyer’s internet site will be null and void and of no legal effect on Seller. All correspondence pertaining to this order, or to any of the terms and conditions covered by this order, will be in the English language. Goods are provided pursuant to Seller’s part numbers.
1. **一般条款：**本文规定的条款和条件以及卖方的订单确认正面所载的条款和条件构成卖方和买方（简称“买方”）之间就卖方所提供的关于本文标的事项的货物和/或服务的唯一和完整的协议。买方任何打印形式的条款和条件，包括但不限于任何订单、确认或其他文件，如果与本文之条款和条件有任何不符之处，或以任何方式对其有所增加，都在此明确被拒绝，并且卖方对买方任何要约或订单的接受都明确以买方同意本文之所有条款和条件为基础而作出。如果买方反对本文中的任何条款和条件，那么该等反对应以书面形式作出，并在发出购买订单后的10个日历日内为卖方所收到。未能以此方式提出反对应被最终认为接受本文之条款和条件。卖方未能对买方的任何口头或书面通讯中的任何条款和条件进行反对，无论该通讯是在本文日期之前或之后作出，都不应构成对本文条款和条件的接受或对该等条款和条件的弃权。买方和卖方之间的电子商务交易应仅适用本协议。买方互联网网址上的条款和条件无效，并对卖方无法律效力。与本订单或本订单所涵盖的任何条款和条件有关的所有通信应以英语进行。本协议项下的所有货物应以卖方的产品型号提供。
2. TAXES: Except as otherwise expressly stated herein, the prices do not include federal, state or local sales, use, goods and services, excise or other similar taxes applicable to goods or services involved in this transaction. All such taxes shall be paid by Buyer, unless Buyer provides Seller with evidence satisfactory to Seller of exemption from such taxes. When Seller is required by law or regulation to collect such taxes, Seller will add such taxes to the sale price of the goods or services.
2. **税收：**除非本文另行明确规定，否则产品价格不包含联邦、州或当地的销售税、使用税、商品及服务税、特许权税或其他适用于本交易所涉及的货物或服务的类似税收。除非买方向卖方提供令卖方满意的豁免该等税收的证据证明，否则所有此类税收应由买方支付。若卖方应法律或法规的要求被征收此类税收，卖方有权将该等税收增加至货物或服务的价格中。

3. **PRICES:** The sale price(s) for goods delivered hereunder (“Products”) are accepted as stated on Seller’s order acknowledgment and will include the cost of Seller’s usual factory tests and inspections. The prices set forth herein are not subject to trade or other discounts. All quotations of Seller expire thirty (30) calendar days from the date given. The price to Buyer for any Products shall be the applicable published price or valid quote in effect at the time of order entry. All prices are subject to change without notice and may be subject to any increase which may be in effect on the date of shipment. Except as otherwise expressly stated herein, any service calls or other service work performed by Seller shall be at Buyer’s expense in accordance with Seller’s standard rates for such services. Buyer acknowledges that the pricing of the Products and services and the other terms of this Agreement have been set based on the sections of this Agreement providing for an agreed allocation of the risk for any defective Products or services between the parties. Buyer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

3. **价格:** 根据本协议所交付的货物（简称“产品”）的价格应为卖方的订单确认上所载明的价格，该等价格包括卖方在工厂进行例行测试和检验的成本。此处所列价格不享受贸易或其他折扣优惠。所有报价自公布之日起的三十(30)个日历日后失效。买方购买任何产品的价格应为适用的公开价格或输入订单时有效的报价。所有价格变动无需事先通知，且可能受到装运当日的价格涨幅影响。除非本文另行明确规定，卖方所拨打的所有服务电话、以及所提供的其他服务，均由买方按照卖方对该等服务标准收费费率进行支付。买方确认，产品和服务的定价以及本协议其他条款已根据双方在本协议中达成的对瑕疵产品或服务的风险分担方案进行确定；买方进一步确认，风险分担的不同会导致定价和条款的变化。

4. **DELIVERY, TITLE PASSAGE AND INSURANCE:**

4. **交货、所有权转移以及保险**

(a) Delivery. Delivery or shipping dates are approximate only and merely represent Seller’s best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transaction(s) covered by this Agreement, except with respect to Buyer’s obligation to make all related payments. Seller’s obligations hereunder will be dependent upon Seller’s ability to obtain the necessary raw materials. Seller will not be liable for any loss or expense (incidental, indirect, economic, consequential or otherwise) incurred by Buyer as a result of any delay in delivery for any reason other than arbitrary refusal by Seller to perform. Seller reserves the right to make partial deliveries and ship approximately forty (40) calendar days in advance of shipping date. Lead time on orders and rescheduling are governed at Seller’s discretion.

(a) 交货: 交货或装运日期为估计日期，仅代表卖方预计的最快交货或装运时间。对于本协议项下的交易，时间并非重要因素，仅对买方履行付款义务至关重要。卖方对本协议项下的义务的履行取决于卖方获取所必需的原材料的能力。除非卖方无理拒绝履行本协议，否则对于买方因卖方延迟交货所遭受的任何（偶然的、间接的、经济的、因果性的或其他）损失或支出，卖方一概不承担责任。卖方保留在装运日前的大约四十(40)个日历日的时候部分交货或装运的权利。卖方有权自行决定交货期及改期等事项。

(b) Title Passage for Sales. Except as otherwise expressly stated herein, all deliveries hereunder will be FCA Seller’s plant via a carrier selected by Buyer at its option, or otherwise by Seller, freight collect, to Buyer and will be packed in Seller’s standard commercial shipping packages. In all such cases title and risk of loss or damage will pass to Buyer upon Seller’s delivery of the Products to the carrier for shipment to Buyer and no loss or damage will relieve Buyer of any obligation hereunder, including payment for lost or damaged Products. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for any and all costs of storage incurred by Seller after the date that Seller is prepared to make shipment.

(b) 销售货物的所有权转移: 除非本文另行明确规定，所有产品均按照FCA卖方工厂的条件，由买方选择的承运人送达买方，若由卖方选择的承运人送达，则运费由买方承担。所有产品均按照卖方的标准商业用运输包装方式包装。产品的所有权以及灭失或损毁的风险在卖方将产品交至承运人之时转移至买方承担，买方不得以产品损失或损坏为由要求解除其在本协议项下的任何义务，包括支付损失或损坏的产品价款的义务。运输费不代表卖方支付的净运输成本。买方应向卖方偿还卖方备货待装之后所产生的任何及所有仓储成本。

(c) Insurance. Buyer will pay, or reimburse Seller for, all insurance on the Products. Any insurance proceeds collected by Buyer for Seller’s account will be promptly remitted to Seller in the currency required by Seller. Any insurance policies purchased, whether by Buyer or Seller, will be for the benefit of Seller, whether or not Seller is named as an insured in such policies, until title and risk of loss or damage to the Products pass to Buyer. Where possible, all insurance policies will provide that they are for the benefit of Seller and Buyer “as their interests may appear.”

(c) **保险:** 买方应支付或向卖方偿还产品的所有保险费。买方应将其所收到的任何属于卖方的保险收益以卖方要求的币种立即支付给卖方。无论是买方还是卖方为产品购买的保险, 无论该等保险的保单是否以卖方为被保险人, 该等保险均应以卖方为受益人, 直至产品的所有权以及灭失或损毁的风险转移至买方。如果可能, 所有保险的保单上均应载明对卖方和买方“可能得到的利益”进行保险。

5. **BUYER'S FINANCIAL CONDITION:** This Agreement and all shipments made hereunder shall at all times be subject to the approval by Seller of Buyer's financial condition. If the financial condition of Buyer at any time becomes unsatisfactory to Seller, in Seller's sole discretion, or if Buyer fails to make any payment when due, in addition to any other rights Seller may have, Seller may defer or decline to make any shipment or shipments hereunder or may condition any such shipment upon receipt of satisfactory security or cash payments in advance.
5. **买方的经济条件:** 本协议以及根据本协议进行的所有装运, 在任何时候, 均应以卖方认可买方的经济条件为前提。若卖方不满意买方的经济条件, 或买方未按期付款, 则卖方除享有其他权利外, 还有权推迟或拒绝根据本协议装运产品, 或以卖方收到令其满意的担保或买方提前以现金支付货款为条件装运产品。
6. **PAYMENT TERMS:** Except as otherwise expressly stated herein, payment shall be T/T in advance. All payments shall be in the local currency referenced in Seller's quotation. Buyer shall make all payments as provided herein without regard to whether Buyer has made or may make any inspection or use of any Products. No discounts or setoffs shall be made by Buyer against any invoices unless approved in advance by Seller. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half percent (1-1/2%) per month or the highest rate then permitted by law, whichever is less, until paid in full. Seller reserves the right to exercise any of its lawful remedies if Buyer does not make payments when due. Buyer shall promptly reimburse Seller for all costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting sums due it hereunder.
6. **付款:** 除非本文另行明确规定, 否则各类款项应以电汇方式提前支付。买方应按照卖方报价单中提及的当地币种支付所有款项。无论买方是否已经或可能检验或使用任何产品, 买方均应按照本条规定支付所有款项。非经卖方事先同意, 买方不得折扣或抵销支付任何发票金额。到期未支付的发票金额将按以下两种方法中金额较低的方法计息, 直至全部付清为止: (1) 每月按照未支付金额的1-1/2%收取利息; 或(2) 按照法律所允许的最高利率计息。卖方保留其在买方未按时付款时行使合法救济的权利。买方应立即偿还卖方的所有成本和支出, 包括卖方在催收本条所述到期款项时所产生的合理的律师费等。
7. **SECURITY INTEREST:** Buyer hereby grants to Seller a security interest in all Products and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of Seller's other remedies at law or in equity. Buyer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as Seller may reasonably request in order to perfect Seller's security interest.
7. **担保物权:** 买方特此授予, 在所有到期或即将到期的款项付清之前, 卖方对所有产品、收益及其产物享有担保物权。卖方重新获取或移走产品不应影响卖方行使相关法律或衡平法中所允许的其他救济方式。买方同意, 在任何时候, 无需进一步对价, 一旦卖方提出合理要求, 即采取或促使采取所有此类进一步的行动, 以及签署或促使签署所有该等进一步的文件(包括但不限于用于存档的财务报表)以实现卖方的担保物权。
8. **FORCE MAJEURE:** Seller shall not be liable for delay in performance or nonperformance of any of its obligations hereunder, in whole or in part, if such performance is rendered impracticable by the occurrence of any contingency or condition beyond the control of either Seller or Seller's suppliers, including without limitation war, sabotage, embargo, riot, terrorism, or other civil commotion, failure or delay in transportation, act of any government or any court or administrative agency thereof (whether or not such action proves to be invalid), labor dispute (whether or not involving Seller's employees), accident, fire, explosion, flood, earthquake or other casualty, shortage of labor, fuel, energy, raw materials or machinery or technical failure. If any such contingency or condition occurs, Seller may allocate production and deliveries in any reasonable manner and may include in such allocation any regular customers, whether or not then under contract, and Seller's own requirements. If, as a result of any such contingency, Seller's performance is delayed by more than six (6) months, the prices set forth herein shall be subject to appropriate adjustment by Seller.
8. **不可抗力:** 若卖方因其或其供应商无法控制的意外事件或状况延迟或无法履行其在本协议项下的全部或部分义务, 卖方对该等延迟履行或不履行无需承担责任。此类意外事件或状况包括但不限于战争、蓄意破坏、禁运、暴乱、恐怖主义、或其他民众骚乱、无法运输或延迟运输、任何政府、法院、或行政机构的行为(无论该等行

为是否有法律效力)、劳资纠纷(无论是否涉及卖方员工)、意外事故、火灾、爆炸、洪水、地震或其他事故、劳工、燃油、能源或原材料短缺、机械或技术故障。若发生任何此类意外事件或情况,卖方可以任何合理方式分配其生产及交付,并可在此类分配中包含任何常规客户(无论当时是否签订合同)以及满足卖方自身的需求。如果卖方受该等意外事件或状况影响延迟履行本协议超过六(6)个月,卖方有权对本协议所定价格作出适当调整。

9. LIMITED WARRANTY; SUITABILITY

9. 有限保证; 产品适用性

(a) Except as otherwise stated herein or in an order acknowledgment delivered to Buyer, Seller warrants to Buyer that the Products (1) shall be free of defects in materials and workmanship for a period of one (1) year from the date of shipment to Buyer; and (2) shall be free of liens and encumbrances when shipped to Buyer. If Seller agrees in writing to provide and does provide system design, drawings, technical advice, or any other services to Buyer in connection with Products, then Seller further warrants to Buyer during the applicable Warranty Period that such services shall be undertaken in accordance with Seller's reasonable technical judgment based on Seller's understanding of pertinent technical data as of the date of performance of such services. Seller's warranties will not apply to any Product with respect to which there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment, (iii) use of the Product for purposes other than that for which it was designed, (iv) failure to monitor or operate the Product in accordance with applicable Seller specifications and good industry practice, (v) unauthorized attachment or removal or alteration of any part of the Product, (vi) unusual mechanical, physical or electrical stress, (vii) modifications or repairs done by other than Seller, (viii) mishandling during shipment of the Product; or (ix) any other abuse, misuse, neglect or accident. In no circumstance shall Seller have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by repair or replacement of a Product. Application Equipment, spare parts and hand tools ordered or supplied hereunder may contain used parts and/or be reconditioned.

(a) 除非本文另行明确规定或卖方于向买方发出的订单确认上说明,卖方向买方保证:(1)产品自装运之日起一(1)年内,无材料及工艺瑕疵;以及(2)产品装运至买方时,其上无任何留置权或抵押权。如果卖方书面同意提供并实际向买方提供与产品有关的系统设计、图纸、技术建议或任何其他服务,则卖方进一步向买方保证,在适用的保质期内按照卖方在提供此类服务之时基于对相关技术数据的理解所作出的合理技术判断来提供此类服务。卖方的保证不适用于以下情形(i)买方不当安装或测试产品;(ii)买方未提供适宜产品操作的环境;(iii)产品被用于设计目的以外的其他用途;(iv)未按照适用的卖方规格说明书及良好的行业实践来监测或操作产品;(v)未经授权即给产品添加、拆除或修改任何部件;(vi)产品遭遇不正常的机械压力、物理压力或电压;(vii)非由卖方来对产品进行更改或维修服务;(viii)产品运输过程中的不当处理;或(ix)对产品进行的其他任何滥用、错误使用、疏忽或意外事故。若由于产品瑕疵或修理或更换产品而需要检验、测试或重新设计产品,对于在此过程中因安装或移除产品或产品的任何部件所产生的费用、责任或损失,卖方不承担任何责任或义务。根据本协议订购或提供的应用设备、备用部件和手动工具可能包含已使用过的部件以及/或为翻新产品。

(b) Buyer shall notify Seller in writing promptly (and in no case later than thirty (30) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to Seller the opportunity to inspect such Products as installed, if possible. The notice must be received by Seller during the Warranty Period for such Product. Unless otherwise directed in writing by Seller, within thirty (30) calendar days after submitting such notice, Buyer shall package the allegedly defective Product in its original shipping carton(s) or a functional equivalent and shall ship it to Seller.

(b) 若产品不符合上述保证,买方应立即(无论如何自买方发现瑕疵之日起不得超过30个日历日)向卖方发出书面通知,以商业上合理的方式详细描述该等瑕疵,如果可能,还应提供卖方检验产品安装时的状况的机会。该等通知须在产品保质期内为卖方所收到。除非卖方另行作出书面指示,否则买方应在提交该等通知之后的三十(30)个日历日内,将其声称出现瑕疵的产品以其原始装运包装或具备相等功能的包装运至卖方。

(c) Within a reasonable time after receipt of the allegedly defective Products and verification by Seller that the Products fail to meet the warranty set forth above, Seller shall correct such failure by, at Seller's option, either (i) modifying or repairing the Products or (ii) replacing the Products. Such modification, repair or replacement and the return shipment of the Products with minimum insurance to Buyer shall be at Seller's expense. Buyer shall bear the risk of loss or damage

in transit, and may insure the Products. Buyer shall reimburse Seller for transportation costs incurred for Products returned but found by Seller not to be defective. Modification or repair of Products may, at Seller's option, take place either at Seller's facilities or at Buyer's premises. If Seller is unable to modify, repair or replace Products to conform to the warranty set forth above, then Seller shall, at Seller's option, either refund to Buyer or credit to Buyer's account the purchase price of the Products less depreciation calculated on a straight-line basis over Seller's stated Warranty Period. THESE REMEDIES SHALL BE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

(c) 卖方收到买方声称的瑕疵产品并经核实之后，应在合理时间内以卖方选择的下列任一方式修复该等瑕疵产品：(i) 更改或修理产品；或(ii)更换产品。更改、修理或更换产品的费用，以及将产品运回至买方并为产品的该等运输购买最低险额的保险的费用由卖方承担。买方应承担产品在运输途中灭失或损毁的风险，并可为产品购买保险。退回的产品经卖方检验无瑕疵的，买方应向卖方偿还将该等退运产品的运输成本。卖方有权选择在买方或卖方的场所更改或修理产品。如果卖方无法更改、修理或更换产品以符合其上述保证，卖方应选择将产品的购买价款退还买方或与买方账户价款扣减，该等购买价款应减去按照直线法计算得出的产品在卖方声明的保质期内的折旧价值。该等救济方法应为买方对卖方违反保证的唯一的救济方式。

(d) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER MAKES NO OTHER REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NONINFRINGEMENT, OR OTHERWISE. NO EMPLOYEE OF SELLER OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS FOR THE GOODS OTHER THAN THE WARRANTY SET FORTH HEREIN. SELLER'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS BY BUYER OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES.

(d) 除上述列明的保证外，卖方不对产品、以及产品是否符合任何用途、质量、适销性、其是否侵犯权利、或在其他任何方面作任何明示或暗示的、法定的或其他性质的其他声明或保证。卖方未授权其任何雇员或任何第三方在本文所列保证之外对货物作出任何其他声明、保证或规定。卖方对违反上述保证应承担的责任应仅限于退还买方支付的购买产品的价款。卖方在任何情况下，均不承担买方购买或安装替代产品的成本，也不对任何类型的任何特殊的、结果性的、间接的或偶然的损害或任何第三方索赔承担责任。

(e) Buyer assumes the risk and agrees to indemnify Seller against and hold Seller harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the Products and of any system design or drawing and (ii) determining the compliance of Buyer's use of the Products with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products which include or incorporate Products or components manufactured or supplied by Seller. Buyer is solely responsible for any and all representations and warranties regarding the products made or authorized by Buyer. Buyer will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same.

(e) 以下事项由买方承担风险，且对于与之有关的所有责任，买方同意向卖方作出赔偿，使卖方免受损害：(i)评估产品是否符合买方对产品以及任何系统设计或图纸的目标用途；以及(ii)判断买方对产品的使用是否符合适用的法律、法规、法则或标准的规定。与包含卖方制造或提供的产品或部件在内的买方产品有关的、或由其引起的所有保证和其他索赔，买方均承担并接受全部责任。对于买方作出的、或由其授权作出的关于产品的任何及全部声明和保证，均由买方独自承担责任。对于由于买方产品、或买方对其产品作出的声明或保证所引起的任何责任、索赔、损失、成本或支出（包括合理的律师费），买方应向卖方作出赔偿，使卖方免受损害。

10. LIMITATION OF LIABILITY AND INDEMNITY:

10. 责任限制和赔偿

NOTWITHSTANDING ANY OTHER PROVISION HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION, (A) SELLER'S LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY CLAIM(S)

RESULTING OR ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, AND EVEN IF BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY SELLER FOR THE PRODUCTS (OR, IN THE CASE OF OBLIGATIONS ARISING FROM OR RELATING TO PARTICULAR PRODUCTS OR SERVICES RENDERED IN CONNECTION HEREWITH, THE PURCHASE PRICE OF SUCH PRODUCTS OR AMOUNT RECEIVED BY SELLER FOR SUCH SERVICES, RESPECTIVELY), AND (B) SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR SPECIAL, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES. By accepting delivery of the Products ordered, Buyer agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities.

尽管本协议其他条款或任何其他文件或通信有其他规定，(a) 卖方对于由本协议所导致或引起的、或与本协议有关的任何索赔所承担的责任及义务，无论是违约责任、严格赔偿责任、侵权责任还是其他责任，即使是买方独有的救济方法无法对其进行救济，卖方所承担的责任及义务均不超过卖方收到的购买产品的价款的总和（或者，对于由与本协议有关的特定产品或服务所引起的或与之有关的义务，则分别不超过卖方收到的购买该等产品或服务的价款），以及 (b) 在任何情况下，对于任何种类的特殊、结果性、间接性或偶然性损害，或任何第三方提出的索赔，无论是基于违约责任、严格赔偿责任、侵权责任还是其他责任，卖方均不向买方或任何第三人或实体承担责任。买方同意，其接受订购的产品后，对于直接或间接由其设施或活动内在的危险所引起的或与之有关的所有索赔、损失、损害和责任，包括但不限于任何种类的人身伤害、财产损失或商业损失，买方均向卖方作出赔偿，使卖方免受损害。

11. **MEDICAL APPLICATIONS:** In connection with any anticipated use of Products by Buyer in medical applications, unless otherwise confirmed in a written agreement executed by duly authorized representatives of Seller, Buyer acknowledges and agrees that:

11. **医疗应用：**若买方预期在医疗领域中使用卖方产品，除非在卖方正式授权代表签署的书面协议中另行确认，否则买方确认并同意：

(a) Seller's Products are manufactured under normal industrial conditions, which may not satisfy the requirements applicable to products manufactured for certain medical applications. It is the sole responsibility of persons contemplating medical uses of Seller's Products to comply with all applicable laws, regulations, codes and standards, including but not limited to the U.S. Federal Food, Drug and Cosmetic Act and regulations of the Food and Drug Administration. Seller's Products have not been designed, manufactured, tested or qualified for use in certain medical applications (including life support systems) and Seller has not sought or received any rulings from the FDA or any other federal, state, or local government agency as to the safety, effectiveness or appropriateness of its Products for such applications. Persons intending to evaluate or to use Seller's Products for medical purposes must rely on their own medical and legal judgment without any representation on Seller's part.

(a) 卖方的产品是使用普通工业条件制造，有可能不符合对特定医疗产品的要求。若欲将卖方产品运用于医疗用途，则使用人应自行负责遵守所有适用的法律、法规、法则和标准的规定使用卖方产品，包括但不限于遵守《美国联邦食品、药品和化妆品法案》，以及美国食品和药物管理局的法规。卖方未按照特定医疗用途（包括生命支持系统）设计、制造、测试产品或为产品获取该等资格，卖方也从未寻求或收到任何美国食品和药物管理局或其他联邦、州或地方政府机构关于要求产品在安全性、效力或适用性方面符合该等用途的规定。若欲评估卖方产品是否符合医疗用途或欲将其用于医疗用途，使用人必须依靠自己的医疗和法律判断，而不得依赖卖方对其产品作出的声明。

(b) Buyer will indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, and contractors from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or based upon any bodily injury or property damage arising from Buyer's incorporation of Products as part of any product made by Buyer for medical applications, including without limitation cardiac pacemakers, defibrillators, electrodes, leads, and programmers, and components therefore. Seller shall give Buyer written notice of any such claim and shall cooperate in the defense of such claim at Buyer's expense.

(b) 若买方将卖方产品包含在买方产品中并用于医疗产品中，包括但不限于心脏起搏器、除颤器、电极、导

线，以及其中的程序和部件，并由此造成任何人身伤害或财产损失，对于因此而引起的或与之有关的任何及所有损失、索赔、损害、责任和支出（包括合理的律师费），买方应向卖方及其高级职员、董事、雇员、代理人 and 承包商作出赔偿，为其辩护，并使其免受损害。

12. **ACCEPTANCE; RETURNS:** Buyer shall inspect Products promptly upon their receipt. Unless Buyer notifies Seller in writing within twenty (20) calendar days after the receipt of Products or the rendering of services that the Products or services are nonconforming, describing the nonconformity in commercially reasonable detail, Buyer shall be deemed to have accepted the Products or services. Acceptance as aforesaid shall constitute acknowledgment of full performance by Seller of all its obligations hereunder. No Products delivered and accepted under this Agreement are subject to returns except upon (a) written approval of Seller and (b) payment of a fair and equitable restocking charge as determined by Seller's restocking charge policy at the time of return.
12. **产品的接受；退还：** 买方在收到产品时应立即检验。除非买方在收到产品或服务之日后的二十(20)个日历日内，向卖方发出书面通知，以商业上合理的方式详细描述产品或服务的不符之处，否则应视为买方已接受产品或服务。上述接受应构成买方承认卖方完全履行了其在本协议项下的义务。除非符合以下条件，否则卖方不接受根据本协议送达买方并已被买方接受的任何产品的退货：（1）卖方书面同意该等退货；（2）买方已按照退货时卖方的补货费用规定向卖方支付了公平公正的补货费。
13. **PATENTS:** Seller agrees to settle or defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that any Product constitutes direct infringement of any patent issued in the country where Seller is located. Seller shall pay all damages and costs finally awarded therein against Buyer, provided Seller is informed by Buyer in writing within ten (10) calendar days after receipt by Buyer and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend such suit or proceeding. In the event such Product or any part thereof is, in such suit, held to constitute infringement and the use of such Product or part thereof is enjoined, Seller shall, by its own election and at its own expense, either (a) procure for Buyer the right to continue using such Product, or modify it so that it becomes non-infringing, or (b) remove such Product, or part thereof, and grant Buyer a credit thereon and accept its return. Seller shall not be obligated to settle or defend any suit or proceeding, or be liable for any costs or damages, if the Buyer is in breach of any term herein or the alleged infringement arises out of compliance with Buyer's specifications or any addition to or modification of the Product after delivery thereof or from use of the Product or any part thereof in conjunction with other goods or in the practice of a process. Seller's obligations hereunder shall not apply to any alleged infringement occurring after Buyer has received notice of such alleged infringement unless Seller thereafter gives Buyer express written consent for such continuing alleged infringement. Seller shall not be bound in any manner by any settlement hereunder made without its prior express written consent, NOR SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PATENT INFRINGEMENT. Seller's liability hereunder shall not exceed the purchase price paid by Buyer for the allegedly infringing Product. If infringement is alleged prior to completion of delivery of a Product, Seller may decline to make further shipments without being in breach of this Agreement. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT AND IS IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS EXPRESS OR IMPLIED, IN REGARD THERETO. Buyer agrees, at its expense, to settle or defend and to pay costs and damages finally awarded in any suit or proceeding against Seller based on an allegation that any Product furnished hereunder according to designs or specifications furnished by Buyer infringes any patent, provided Buyer is promptly notified in writing of such suit or proceeding and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to defend or settle any such suit or proceeding.
13. **专利：** 卖方同意，如果买方因任何卖方产品直接侵犯卖方所在国颁发的任何专利而被起诉遭到索赔，卖方愿意和解此类诉讼或讼案或在此类诉讼或讼案中为买方辩护。买方最终被判支付的所有损害赔偿和成本均由卖方承担，但前提是买方应在收到该等判决之后的十（10）个日历日内书面通知卖方，并向卖方提供所有与被控侵权有关的通信、通知、其他讼案的副本，且卖方应享有全权授权（包括在任何诉讼或讼案中进行辩护的专有权利）、必要的信息和协助以和解此类诉讼或讼案或在此类诉讼或讼案中进行辩护。如果在此类诉讼中产品或其任何部件被判构成侵权且被禁止使用，卖方应自费自行选择（a）为买方取得继续使用该等产品的权利，或更改该等产品使其不再侵权；或（b）移除该等产品或其部件，为买方扣除相应金额，并接受退货。在以下情形中，卖方均无义务和解任何诉讼或讼案、在其中进行辩护，或者赔偿任何费用或损失：（1）买方违反本协议条款；或者（2）被控侵权是因为遵从了买方的规格要求、或是由于产品交付买方后被添加部件或更改、或是在实践某一程序中将产品或其任何部件与其他产品组合在一起使用。对于买方收到该等被控侵权的通知后所发生的侵权，卖方

概不承担本条所规定的义务，除非卖方在买方收到该等通知后书面明确许可买方继续使用侵权产品。任何未经卖方事先书面明确许可的和解协议，均不得以任何方式对卖方产生约束力；**卖方也不对专利侵权所引起的任何偶然的或结果性损害承担责任。**本条所规定的由卖方承担的责任不得超过买方为购买被控侵权产品支付的价款。若产品交付买方之前即被控侵权，卖方有权拒绝继续交付该等产品至买方，卖方的该等拒绝交付不得视为卖方违反本协议。**前述规定为卖方对专利侵权所承担的唯一责任，并替代之前就该事项所作出的任何及所有声明、保证或规定。**若根据买方所提供的设计或规格说明书制造的本协议项下的产品侵犯任何知识产权，并由此导致卖方被起诉，买方同意自费用和解此类诉讼或讼案或在此类诉讼或讼案中辩护，并支付卖方在该等诉讼或讼案中最终被判支付的成本和损害赔偿金，但前提是卖方应立即书面通知买方该等诉讼或讼案，且全权授权（包括在任何诉讼或讼案中进行辩护的专有权利）买方、向买方提供必要的信息和协助以便买方和解此类诉讼或讼案或在此类诉讼或讼案中进行辩护。

14. **PROPERTY FURNISHED BY BUYER:** If Buyer furnishes any components, tools, dies, jigs or other property, equipment, material, or facilities to Seller in connection with the performance of this Agreement, Buyer shall bear all risk of loss or damage with respect to such property, equipment, material, or facilities and shall indemnify and hold Seller harmless from and against all loss, cost, expense or liability arising in connection with its use of any such property, equipment, material, or facilities. Seller shall not be responsible for any delay in performance or nonperformance hereunder or the failure of any Product to conform to applicable specifications resulting, in whole or in part, from Seller's use of property, equipment, material, or facilities furnished by Buyer.
14. **买方提供的财产:** 若买方向卖方提供了与履行本协议有关的任何部件、工具、模具、夹具或其他财产、设备、材料或设施，买方应自行承担该等财产、设备、材料或设施灭失或损毁的风险，并且对于因使用该等财产、设备、材料或设施所产生的任何损失、成本、支出或责任，买方应赔偿卖方，并使卖方免受损害。若卖方由于使用由买方提供的财产、设备、材料或设施而全部或部分导致延迟履行或无法履行本协议，或导致产品不符合适用的规格说明书，卖方对此概不承担责任。
15. **PROPRIETARY INFORMATION:** As used herein, the term "Proprietary Information" includes any information, material or apparatus, of a confidential or proprietary nature obtained from Seller or any of its affiliates and any information obtained from Seller or any of its affiliates which is not readily available to Seller's competitors and which, if known by a competitor of Seller, might lessen any competitive advantage of Seller or give such competitor a competitive advantage. Seller or its respective affiliates retain ownership of all Proprietary Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation which contains Proprietary Information. Buyer shall not disclose, duplicate or reproduce any Proprietary Information, in whole or in part, nor shall Buyer use any Proprietary Information other than in the course of performing its obligations hereunder. Buyer shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any Proprietary Information. Buyer shall limit access to the Proprietary Information to those employees of Buyer with a valid need to know. Notwithstanding the foregoing, Buyer shall not be required to refrain from disclosing or using any Proprietary Information which has become known to Buyer if the original source of such Proprietary Information was not Seller or any person or party affiliated with Seller or having a relationship of confidentiality with or an obligation of confidentiality to Seller. Upon request of Seller or termination of this Agreement, Buyer shall immediately return any Proprietary Information provided, including all copies made by Buyer.
15. **专有信息:** 本协议“专有信息”包括任何自卖方或其任何关联方获得的具有保密或专有性质的信息、材料或设备，以及自卖方或其任何关联方获得的尚未准备对卖方的竞争者公开、且若为卖方的竞争者知晓，将削弱卖方的竞争优势或提高卖方的竞争者的竞争优势之信息。卖方或其关联方保留所有专有信息的所有权，无论专有信息是书面、口头、电子、视觉、图表、照片、可观测还是其他形式的信息，以及所有包含专有信息的文件的所有权。买方不得全部或部分披露、复制、再现任何专有信息，也不得非为履行本协议而使用任何专有信息。买方应采取所有的合理措施以防止披露、复制、再现任何专有信息。买方应将接触专有信息的人员限制在其需要了解专有信息的雇员范围内。尽管如前所述，若买方知晓的此类专有信息并非从卖方、卖方的任何关联人或关联方、或与卖方有保密关系或对卖方负有保密义务的任何第三方处获得，则买方对该等专有信息的披露或使用不受限制。应卖方要求或于本协议终止之时，买方应立即向卖方归还所有由卖方提供的专有信息，包括该等信息的副本。
16. **LEASED APPLICATION EQUIPMENT:** If Buyer's order is for leased application equipment, the following additional conditions shall apply:
16. **租赁应用工具:** 若买方订单为租赁应用设备，则适用以下额外条件:

a. Seller agrees to supply to Buyer leased application equipment in accordance with conditions as stated herein for the term set forth in the sales order acknowledgement. After expiration of the original term, the lease will continue indefinitely thereafter (unless stated to the contrary on the face thereof) and shall be terminable at will by either Seller or Buyer at any time on thirty (30) calendar days prior written notice.

a. 卖方同意按照本条所规定的条件向买方提供租赁应用设备，租赁期限为订单确认上所载明的期限。在该期限期满后，该租赁关系继续无限期存续（除非订单确认正面有相反的规定），买卖双方任意一方可以提前三十（30）个日历日以书面通知的方式终止该租赁关系。

b. The initial non-refundable preparation charge, if any, for each piece of leased application equipment is as stated in writing from Seller or on the invoice. Initial retention charges are payable in advance on date of shipment, and subsequent retention charges are payable monthly, quarterly or yearly, as requested by Buyer. Seller reserves the right to require Buyer to pay retention charges annually, if the payment period elected by Buyer would require Seller to invoice Buyer for amounts less than \$250.00 per invoice.

b. 每台租赁应用设备的初始备料费（如有）为卖方以书面形式规定的金额，或卖方出具的发票金额，该费用不可退还。首笔留存费应在装运日前提前支付，后续留存费可按照买方的要求按月、季度或年度支付。如果买方选择的支付期限会造成卖方向买方出具的单笔发票金额少于\$250.00，则卖方保留要求买方按照年度支付留存费的权利。

c. Seller reserves the right to allocate its supply of leased application equipment among its various customers according to its own discretion.

c. 卖方保留自行决定向其不同的客户分配供应租赁应用设备的权利。

d. Leased application equipment delivered hereunder and all additions, replacement parts and modifications thereof shall be and remain the sole and exclusive property of Seller. Buyer shall have no title or interest therein, but shall have only the right to use said leased application equipment during said term in conjunction with terminals of the materials, dimensions and forms for which the leased application equipment is designed and any such other uses or applications as are approved by Seller. However, no license under any patent to make or have made or otherwise acquire any terminals shall be implied or is granted.

d. 根据本协议交付的租赁应用设备，及其所有添加、替换的部件或对其作出的更改，均是且一直是专属卖方所有的财产。买方对该等设备、部件或更改无所有权或利益，仅有权利在租赁期限内，与端子（其材料、尺寸和构成为租赁设备设计）一并使用或按照其他经卖方批准的用途或应用使用该等租赁应用设备。然而，卖方并未暗示或授予买方任何专利项下的许可可以制造或另行获得任何端子。

e. Factory service, if required, is available at Seller's rates in effect at the time of the service call. Factory charges will be billed to Buyer for services required due to misuse or abuse of leased application equipment. Spare and replacement parts for the leased application equipment can be purchased from Seller. Buyer shall be solely responsible for any damage to the application equipment resulting from Buyer's use or replacement parts not meeting Seller's specifications. Seller shall have the right at all times during Buyer's business hours to inspect the application equipment.

e. 如买方要求卖方提供现场服务，按照卖方服务当时有效的费率收费。因买方不当使用或滥用租赁应用设备而导致的现场服务的费用由买方承担。买方可自卖方处购买租赁应用设备的备用和替换部件。因买方未按照卖方的规格说明书使用租赁应用设备或为其更换部件所造成的任何损害由买方单独承担责任。卖方应享有在买方营业时间内随时查看检验应用设备的权利。

f. The right to use the leased application equipment is limited to Buyer and said leased application equipment shall not be assigned, sublet or in any way encumbered. Buyer shall be responsible for said leased application equipment, and in the event this Agreement is terminated pursuant to the terms herein contained or for any cause whatsoever, Seller shall be entitled to immediate possession of the machine(s) and/or applicator(s), and Buyer shall return each of them in good order and condition, reasonable wear and tear only excepted, DDP Seller's designated location. Buyer will not remove, obliterate, or deface Seller's name tag and may not in any way modify or alter any application equipment furnished hereunder without the prior written consent of Seller. If leased application equipment has been leased with installed third party software, upon termination of the lease and return of the leased application equipment, Buyer shall return or destroy (as directed by Seller) all backup, archival and diskette/CD ROM copies of the third party software. If

the leased application equipment is not returned to Seller in accordance herewith, Seller shall have and Buyer hereby grants an irrevocable license to enter by Seller's servants or agents on any premises where said leased application equipment may be or may be reasonably suspected to be and to take back and retain said leased application equipment.

f. 租赁应用设备仅限于买方使用，买方不得转让、转租该等设备或于其上设立任何财产负担。买方应对该等设备的完好承担责任。本协议期满后或因任何原因终止后，卖方有权立即收回机器及/或模具，买方应将处于良好状态（仅允许有合理的磨损）的该等机器和设备以DDP交货的方式归还至卖方指定的地点。未经卖方事先书面批准，买方不得去除、清除或污损该等机器或设备上的卖方铭牌，也不得以任何方式对该等设备或机器进行修改或更改。如果租赁应用设备上安装了第三方软件，买方在租赁期结束归还设备时，应归还或销毁（依卖方指示决定）所有存有此类第三方软件的备份、存档以及磁盘或CD ROM记录。若买方未按照本条规定归还应用租赁设备，则卖方有权且买方特此不可撤销地许可卖方的雇员或代理人进入该等租赁应用设备可能所处或被合理怀疑所处的任何买方场所，收回并保留该等租赁应用设备。

g. If leased application equipment delivered hereunder is for demonstration only, leased application equipment is to be returned at the end of thirty (30) calendar days, unless otherwise agreed in writing, in good order and condition, freight collect to Seller's designated location.

g. 若依据本协议所交付的租赁应用设备仅用于展示，除非双方另行达成书面协议，否则买方应在三十（30）个日历日期满将处于完好状态的该等设备归还至卖方指定的地点，运费由买方支付。

h. Seller shall have the right to suspend or cancel the lease contract or terminate the term leased application equipment at any time upon Buyer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition or voluntary assignment being filed proposing the appointment of a receiver or that Buyer be adjudicated bankrupt or insolvent or commits a bulk sale.

h. 如买方为债权人利益转让财产、破产、清算，或买方申请或自愿转让财产且被提议财产接管人、或买方被判破产或进行大宗资产销售，则卖方随时有权中止或取消租赁应用设备的租赁合同或终止该等设备的租赁期限。

i. In addition to the forgoing provisions set forth in this Section 16, all orders for leased application equipment are subject to Seller's Equipment Policy, as amended from time to time, which is posted at <http://www.tycoelectronics.com/aboutus/pdf/114119-1.pdf> (the "Equipment Policy"). The Equipment Policy is incorporated herein by reference and shall have the same effect as if set forth herein in its entirety.

i. 除本条上述规定以外，所有租赁应用设备的订单均应遵守卖方不时修改的设备政策，该政策可登陆<http://www.tycoelectronics.com/aboutus/pdf/114119-1.pdf>（“设备政策”）获得，该设备政策在此被引用，其全文应视同本协议的一部分。

17. **CANCELLATION:** Neither this Agreement nor any release hereunder is subject to cancellation by Buyer except upon (a) written request of Buyer and (b) written approval of Seller. Because Seller's expenses related to cancelling firm orders are dependent upon (i) Seller's inventory carrying costs, (ii) the likelihood of Seller quickly selling the subject Products to other buyers, (iii) Seller's other related out-of-pocket costs, and (iv) administrative costs, Seller may charge Buyer a cancellation fee.

17. **撤销:** 除非买方书面请求并征得卖方书面许可，买方不得撤销本协议或本协议项下的任何规定。由于撤销已确认的订单给卖方造成的支出取决于(i) 卖方的库存持有成本, (ii) 卖方将标的产品迅速卖给其他买家的可能性, (iii) 卖方其他的相关支出成本, 以及 (iv) 管理费用, 因此卖方可能会向买方收取撤销费用。

CANCELLATION OF STANDARD PRODUCT: If Seller determines the Product being cancelled to be Standard Product, the Seller may charge a cancellation charge according to the (a) quantity being canceled, (b) time frame between Buyer's request to Seller to cancel and the order's scheduled ship date, and (c) dollar amount of order being cancelled. The calculation of the exact cancellation charge will be at Seller's discretion. Any orders that constitute twenty-five percent (25%) of the previous six (6) month usage of a particular Product will be deemed "custom" and will follow the cancellation condition of Custom Product, set forth below.

撤销标准产品: 如果被撤销的产品被卖方认定为标准产品，卖方可根据以下情况收取撤销费：(a) 被撤销的产品数量；(b) 买方请求撤销订单与订单原定装运日之间的时间差距；以及(c) 被撤销的订单的金额。卖方有权确定

具体撤销费的计算。若某一订单所订购的某一产品数量达到过去六（6）个月该产品的使用量的25%以上，该产品应被视为“定制”，并应遵守下列关于定制产品的撤销规则。

CANCELLATION OF CUSTOM PRODUCT: If Seller determines the Product being cancelled to be Custom Product, as defined above, Seller may deny Buyer's cancellation request. If Seller permits the cancellation of Custom Product, Buyer agrees to pay Seller for all of Seller's out-of-pocket costs associated with the cancellation of the order including, but not limited to: (i) raw materials, (ii) work in process, (iii) inventory carrying costs, (iv) scrapping and disposal fees, and (v) a reasonable and equitable profit for Seller, which shall not be less than twenty percent (20%) of such costs. In no case will the cancellation charge be less than Seller's actual costs (including overhead and other indirect costs). The amount of cancellation charge to be charged to Buyer shall be determined at the sole discretion of Seller and may equal 100% of the amount of the order at the time of Seller's receipt of Buyer's request for cancellation. Buyer is entitled to receive a written notice from Seller setting forth how the cancellation charge was calculated. Upon payment of the cancellation charge, Buyer shall be entitled to receive all raw materials and work in process, and Seller agrees to ship such goods to Buyer at Buyer's expense.

撤销定制产品: 如果被撤销的产品被卖方认定为如上所定义的定制产品，卖方可以拒绝买方的撤销请求。若卖方同意该等撤销，买方同意支付卖方与该等撤销有关的所有支出成本，包括但不限于下列费用：(i) 原材料；(ii) 半成品；(iii) 库存持有成本；(iv) 报废和处理费；以及 (v) 一笔数额公平合理的卖方利润，且不得少于卖方支出成本的20%。任何情况下撤销费不得少于卖方的实际成本（包括日常管理费用和其他间接成本）。卖方有权自行决定向买方收取的撤销费的金额，该等金额可完全等同于卖方收到买方撤销请求时被请求撤销的订单的金额。卖方应向买方出具书面通知列明撤销费的具体计算方式。在支付撤销费后，买方有权获得所有的原材料和半成品，且卖方同意将该等产品运至买方处，运费由买方承担。

Seller reserves the right, by written notice of default, to cancel any order, without liability to Buyer, in the event of the happening of any of the following: insolvency of Buyer, the filing of a voluntary petition in bankruptcy by Buyer, the filing of an involuntary petition to have Buyer declared bankrupt, the appointment of a receiver or trustee for Buyer, the execution by Buyer of an assignment for the benefit of creditors, the discontinuance of business by Buyer, or the sale by Buyer of the bulk of its assets other than in the usual course of business.

若出现以下任意情形，卖方保留以发出书面违约通知的方式取消任何订单，且不向买方承担任何责任的权利：买方破产、买方申请自愿破产、买方被强制宣告破产、卖方被指定财产接管人或托管人、买方为债权人利益转让财产、买方结束业务、或买方在非正常业务往来中出售其大宗资产。

18. **RESCHEDULES:** Buyer may only reschedule an order with Seller's written consent. A reschedule should not extend further than an additional thirty (30) calendar days from original ship date requested. Reschedules may be subject to a ten percent (10%) penalty based on total amount of the order or portion of the order rescheduled.
18. **改期:** 买方仅在征得卖方书面许可后，方可变更订单的交货日期。变更的交货日期不得晚于订单原定的装运日后的三十(30)个日历日。卖方可就该等改期向买方收取订单总金额或被改期部分的订单金额的10%作为罚金。
19. **RESALE OF PRODUCTS:** Buyer agrees that it shall not resell any Products purchased from Seller unless Buyer is an authorized distributor of Seller's Products. Seller shall not be obligated to provide any warranty service or other technical support for any Products not purchased directly from Seller or an authorized distributor of Seller.
19. **产品转售:** 买方同意不得转售任何自卖方处购买的任何产品，除非买方为卖方产品的授权经销商。对于任何非直接自卖方或卖方的授权经销商处购买的卖方产品，卖方无义务提供任何保修服务或其他技术支持。
20. **SPECIAL PACKAGING:** Application equipment, applicators, hand tools and any associated replacement parts are excluded from general customer specifications for packaging and labeling. Other customer requests for special packaging will be considered on a case-by-case basis.
20. **特殊包装:** 应用设备、模具、手动工具及其相关的替换部件不适用一般客户的包装和标签规格说明书。客户提出的其他特殊包装要求将视具体情况决定。
21. **NO LICENSE:** Neither this Agreement nor purchase of any Products hereunder shall be construed to confer upon Buyer or its customers any license under any patent or other proprietary rights of Seller or any of its affiliates, except the right to use such goods for the purposes for which they are sold. Tooling, set-up, fitting-up, drawings, design information, non-recurring engineering, and partial preparation charges when invoiced cover only part of the cost thereof to Seller.

Buyer does not acquire any right, title or interest in any tooling, set-up, fitting-up, drawings, design information, or invention or other intellectual property resulting therefrom, which remain the sole property of Seller or its affiliates.

21. **无许可：**除为产品售出之用途而使用产品的权利外，本协议或购买本协议项下的任何产品的行为均不得被理解为将卖方或其任何关联方的任何专利许可或其他专有权利许可授予买方或其客户。模具、建造、安装、图纸、设计信息、一次性工程以及卖方出具的发票上标明的部分准备费仅代表卖方的部分成本。买方未获得任何模具、建造、安装、图纸、设计信息、或发明或由此而产生的其他知识产权的任何权利、所有权或权益，该等权利、所有权或权益仍为卖方或其关联方的独有财产。
22. **NON-WAIVER OF DEFAULT:** No failure by Seller to insist on strict performance of any term or condition hereof shall constitute a waiver of such term or condition or any breach thereof, nor shall such failure in any way affect Seller's legal remedies with respect to any default by Buyer hereunder.
22. **不放弃追究违约责任的权利：**卖方未坚持要求买方严格履行本协议任一条款，不应构成卖方对该等条款的放弃或放弃对买方违反该等条款进行追究的权利，也不应以任何方式影响卖方对买方任何违反本协议的行为行使法律救济的权利。
23. **APPLICABLE LAW:** This Agreement and the sale of goods and services hereunder shall be governed by and construed in accordance with the laws of the jurisdiction in which Seller is located, excluding laws directing the application of the laws of another jurisdiction, and Buyer hereby attorns to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder.
23. 适用的法律：本协议以及根据本协议销售的货物及服务受卖方所在司法管辖区法律的约束，并按其进行解释，且排除指示适用其他司法管辖区法律之法律，买方在此服从该排他司法管辖权。《联合国国际货物销售合同公约》不适用于本协议项下的货物及服务销售、或任何交易、履约或争议。
24. **ASSIGNMENT:** Buyer may not transfer or assign this Agreement or any interest herein, by operation of law or otherwise, without the prior express written consent of Seller. Any attempted transfer or assignment without such consent shall be void. Seller may assign its rights and delegate its duties hereunder.
24. **转让：**未经卖方事先以书面形式明确许可，买方不得以任何方式（包括执行法律或其他方式）转让本协议或其下的任何权益。任何未经许可的试图转让行为均为无效。卖方可转让其在本协议项下的权利和义务。
25. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement supersedes all prior written and oral agreements and understandings between Seller and Buyer with respect to the Products and services specified herein. No representation or statement not contained herein shall be binding upon Seller as a representation, warranty or condition or otherwise. No addition to or waiver, modification or cancellation of any provision hereof shall be binding upon Seller unless in writing and signed by a duly authorized representative of Seller.
25. **完整协议；修订：**本协议取代买卖双方之间此前就本协议所列产品和服务所达成所有书面和口头协议及谅解。任何不包括在本协议之内的陈述或声明均不得视为对卖方有约束力的陈述、保证或条件或其他形式的约束。非经卖方书面同意并由卖方经正式授权的代表签署，对本协议的任何条款的补充或弃权、修订或撤销均对卖方无约束力。
26. **NOTICES:** All notices and other communications hereunder shall be in writing and shall be mailed by first-class, registered, express or certified mail, postage prepaid, to the parties hereto at their respective designated addresses, subject to the right of either party to change such address upon ten (10) calendar days prior written notice.
26. **通知：**本协议项下的所有通知和其他通信应当以书面形式作出，并通过一流的、注册的、特快专递或预付邮资的挂号信发送至另一方指定的地址，各方均有权在提前十（10）个日历日书面通知另一方后变更该等地址。
27. **EXPORT CONTROL:** Buyer acknowledges that Products, software, and technical information provided under this Agreement are subject to U.S. and other export laws and regulations. Buyer agrees not to export, re-export, transfer, or transmit the Products, software, or technical information except in compliance with all such laws and regulations. This sale is subject to any applicable governmental approvals and, at Seller's request, Buyer agrees to sign written

assurances and other export-related documents as may be required for Seller to comply with export laws and regulations.

27. **出口管制：** 买方确认，依据本协议提供的产品、软件和技术信息受到美国和其他出口法律法规管制。买方同意，除非遵守该等法律法规的要求，否则不进行出口、复出口、转移或运输产品、软件或技术信息。本销售受所有适用的政府许可的约束。应卖方的请求，买方同意签署书面保证和其他出口相关的文件以使卖方符合出口法律法规的要求。
28. **LANGUAGE:** This Agreement is set forth in English and Chinese. In case of any discrepancy between the English and the Chinese versions, the English version shall prevail.
28. 语言：本协议以中英文书就。如两种文本之间存在不一致的，以英文文本为准。