

1.01 本销售条款的接受与适用 ACCEPTANCE & APPLICABILITY OF TERMS

(a) 定义	在本文件中,“ 卖方 ”指BAUM lined piping GmbH,和鲍姆氟塑料(上海)有限公司以及其附属公司。卖方已同意根据被援引并纳入本条款与条件的订单确认函或其他协议,提供货物或服务。“ 买方 ”指与卖方达成上述协议的法人或实体。
(a) Definitions	As used herein, “ Seller ” BAUM lined piping GmbH, BAUM Fluorplastic (Shanghai) Co.,Ltd, or a division thereof, which has agreed to provide goods or services pursuant to an order acknowledgement or other agreement which refers to and incorporates these Terms and Conditions. “ Buyer ” means the legal person or entity entering into such agreement with Seller.
(b) 条款与条件的效力	本文件所列各项条款、条件和限制(“本销售条款”)是卖方同意的唯一条款、条件和限制,构成双方就本文件标的事项达成的完整协议,并取代所有在先说明、建议、谈判内容和陈述,并且在法律允许的范围内,取代所有与卖方保证范围和期限以及本文件标的事项之救济可得性相关的法定条文。未经卖方授权代表明确书面同意,卖方不受本销售条款以外的任何条款或条件约束,不论该等条款或条件以书面或口头形式存在,亦不论其载于买方采购订单还是其他文件中。卖方在此明确反对并拒绝接受任何该等条款和条件。若订单或其他买方沟通中所载任何条款或条件有悖于本销售条款或在本销售条款基础上增加内容,一旦买方自卖方处收到本销售条款后接受了卖方销售订单或其他确认函中载明的货物及服务(“货物”及“服务”),则无论此前任何订单或沟通中是否存在相反约定,都应视为买方完全、无条件地同意本销售条款,但买方在接受要约前明确书面指示卖方取消订单的除外。未经卖方授权代表后续签署书面文件,本文件所列各项条款、条件和限制不得作出任何修改、更改或补充。任何与本销售条款不符的交易习惯、履约过程或行业惯例(如有),均不构成双方对本销售条款的放弃,亦不得用于解释或解读本销售条款。
(b) Effectiveness of Terms & Conditions	The terms, conditions, and limitations (“Terms”) set forth herein are the only terms, conditions, and limitations to which Seller will agree, constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all prior statements, proposals, negotiations, and representations, and, to the extent permissible by law, supersede all statutory provisions regarding scope and duration of Seller’s warranties and the availability of remedies with regard to such subject matter. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller shall not be bound by any terms or conditions other than these Terms, whether written or oral, whether contained in Buyer’s purchase order, or elsewhere. Any such terms and conditions are hereby expressly objected to and rejected by Seller. If an order or other communication from Buyer includes any term or condition contrary to, or in addition to, these Terms, Buyer’s acceptance of the goods and services which are specified in Seller’s sales order or other acknowledgement (the “Goods” and the “Services”), after Buyer’s receipt of these terms from Seller, shall constitute Buyer’s complete and unconditional assent to Seller’s Terms notwithstanding anything to the contrary in any such earlier order or communication, unless Buyer clearly instructs Seller in writing, prior to acceptance, to cancel the order. The terms, conditions, and limitations set forth herein can be modified, altered, or added to only by a subsequent written instrument signed by an authorized Seller representative. No inconsistent course of dealing, course of performance, or usage of trade, if any, shall constitute a waiver or serve to explain or interpret these Terms.
(c) 改正措施	卖方保留对报价、发票、价格清单、确认函或其他相关文件中的笔误、计算或排印错误、遗漏之处进行改正的权利。
(c) Corrections	Seller reserves the right to correct clerical, arithmetic or typographical errors or omissions in quotes, invoices, price schedules, acknowledgements, or other relevant documents.

1.02 价格与付款 PRICE & PAYMENT

(a) 卖方开具发票和发货的权利	若卖方告知买方货物已备妥待交货、验货或放行,但买方未于三(3)个工作日内作出回应,卖方可于相关订单中约定的交货日或之后发货并向买方开具发票。在此情况下,买方应按第1.02(e)条中载明的付款期付款;在货物发运后触发的任何部分付款义务均会包含在上述发票中,不予延后。卖方还有权分批发货并开具账单。
(a) Seller’s Right to Invoice and Ship	If Seller notifies Buyer that the Goods are completed and ready for delivery, or inspection, or other release, and Buyer does not respond within three (3) business days, Seller may ship the Goods on or after the delivery date specified in the applicable order and invoice Buyer. In such case payment will be due according to the payment period specified in Section 1.02(e), and any portions of payment to be triggered by an event following shipment of the Goods will be included in the invoice, rather than delayed to a later date. Seller will also have the option of billing for partial shipments.
(b) 价格	除非另行说明,否则卖方的报价建议或报价单中价格的有效期为三十(30)日,并且此价格仅针对卖方报价时收到的数量、规格和条件要求。卖方为实现成本最优化管理在全球范围内采购材料,并且可基于买方提出的任何特殊采购要求修改报价。卖方可在不事先通知的情况下更改其价目表,亦可以原材料价格上涨为由加收费用。卖方应买方要求提供其通常可能提供的服务以外的其他包装或特殊测试或检验服务,因此产生任何额外成本的,卖方将就此向买方收费。上述测试或检验

(b) Price	<p>只能于发货日之前在卖方场所进行。</p> <p>Prices in Seller's proposal or quotation are valid for thirty (30) days, unless otherwise noted, and are subject only to the quantities, specifications and conditions received by Seller at the time of the quotation. Seller sources materials on a worldwide basis for optimum cost management and may revise its quotation based on any special sourcing requirements of Buyer. Seller's list prices are subject to change without notice and may be subject to a surcharge due to the price volatility of raw materials. If Seller incurs any additional costs in packaging or performing any special tests or inspections as requested by Buyer, in addition to those that may be regularly supplied or performed by Seller, Seller will charge such costs to Buyer. Such tests and inspections will be made only at Seller's premises before the date of shipment.</p>
(c) 最低订购量要求	<p>如果订单总净值低于600欧元，每笔货物订单的最低发票净额不得低于150欧元。如果订单总净值低于600欧元，每笔零部件订单的最低发票净额不得低于150欧元。</p>
(c) Minimum Order Requirement	<p>Orders for Goods will be subject to a net minimum invoice charge of 150€ in case of total net order value below 600 €.</p> <p>Orders for parts are subject to a net minimum invoice charge of 150€ in case of total net order value below 600 €.</p>
(d) 税费	<p>除非卖方报价单或买方与卖方之间的销售合同或销售订单另有相反的约定，所有价格均不含任何税款、关税或政府收费。除约定价格及任何其他应付费用之外，买方还应向卖方偿付卖方随时须就出售给买方的货物或服务缴纳或收取的所有相关销售税、使用税、消费税、增值税、货物及服务税或其他税费。如果根据买方所在地区的法律规定买方须就上述价款预扣任何税款的，则为了完全抵销该笔税款，该笔应付款额将自动上调，以使卖方收到的实际汇款金额扣除一切税后相当于发票金额或应付金额。买方主张免于缴纳或提供任何税费、关税、收费或许可的，应及时向卖方提供令卖方及主管机关满意的免除证明，并应向卖方偿付因此产生的包含律师费在内的任何成本或开支。</p>
(d) Taxes	<p>Unless Seller's quotation, the sales contract or sales order between Buyer and Seller stipulates otherwise, all prices are exclusive of any and all taxes, duties or government fees. In addition to the stated prices and any other charges due, Buyer shall reimburse Seller for all applicable sales, use, excise, value added, goods and services or other taxes that Seller must at any time either pay or collect in connection with the Goods or Services sold by Seller to Buyer. If, under the laws of the Buyer's territory, Buyer is required to withhold any tax on such payments, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted to Seller, net of all taxes, equals the amount invoiced or otherwise due. If exemption from any tax, duty, fee or permit is claimed, Buyer shall promptly furnish Seller with proof of exemption satisfactory to Seller and the governing authority, and shall reimburse Seller for any cost or expense, including attorneys' fees, incurred as a result thereof.</p>
(e) 支付条款	<p>买方应按双方约定的时间及方式向卖方支付合同预付款，预付款比例按订单确认函约定。如果订单确认函没有规定，则预付款比例默认为下达订单时支付30%，70%余款在发货前付清。如买方超出订单约定的预付款付款期15天仍未支付预付款，订单将自动终止，并视同买方取消订单。届时，买方需按订单终止时所处阶段向卖方支付相应取消费（详见第3.01(c)条）作为取消订单赔偿。所有付款均应以人民币支付（但卖方另行书面指定的除外），并应以卖方可接受的方式支付。买方应按本文件所列各项条款支付价款，不作任何扣减、抵销、反索赔、反向收费，买方亦不得要求任何其他收费或提出任何其他索赔。此外，不论买方与第三方之间是否发生任何争议，买方对卖方应尽的义务都不应受到任何影响。</p>
(e) Terms of Payment	<p>The Buyer shall make the contract down payment to Seller within the agreed time and manner. The ratio of the down payment shall be stipulated in the order acknowledgement. If not stipulated in the order acknowledgement, the default ratio of down payment shall be 30% upon order placement and 70% due before shipment. The order will be automatically terminated if the Buyer fails to make the down payment exceeding 15 days of down payment period as agreed upon in the order, and it is deemed as Buyer cancelling the order. Upon the termination, Buyer shall pay Seller corresponding cancellation charges (as referred to in Section 3.01(c)) as compensation for the cancellation of the order based on the stage when the order is terminated. All payments shall be in RMB currency, unless otherwise specified in writing by Seller, and shall be made by means acceptable to Seller. The price is payable on the terms set forth herein without deductions, set-offs, counterclaims, back-charges, or any other charges or claims of Buyer whatsoever, and the obligations of Buyer to Seller shall remain unimpaired regardless of disputes which may arise between Buyer and third parties.</p>
(f) 买方持续维持信用良好	<p>买方授信是否延长，将由卖方自行酌情决定。若卖方认为买方的财务情况存在或出现损害或不令人满意的情况，或买方过去或当前未能履行任何合同，卖方有权要求买方提供（买方亦应按要求提供）令卖方满意的现金预付款或担保，并且卖方在取得该等预付款或担保前，可扣发货物。逾期付款应按月利率1.5%或法律允许的最高利率（以较低者为准）计息。此外，买方向卖方支付因催收逾期账款而发生的全部成本，包括但不限于合理的律师费（无论卖方是否为此提起任何法律程序）。买方放弃任何抵销权，并且不得扣减任何应付给卖方的款项或从中扣除买方向卖方主张的任何种类的损害赔偿金</p>

(f) Continued Creditworthiness of Buyer	<p>Seller will determine extension of credit in its sole discretion. If, in Seller's judgment, Buyer's financial responsibility is or becomes impaired or unsatisfactory or if Buyer has failed or fails to perform under any contract, Seller shall have the right to demand, and Buyer shall provide advance cash payment or security satisfactory to Seller and Seller may withhold shipment until receipt thereof.</p> <p>Overdue payments shall bear interest at the lesser of 1.5% per month or the maximum permitted by law. In addition, Buyer shall pay Seller all costs of collection on overdue accounts including but not limited to reasonable attorney's fees whether or not any legal proceeding is commenced in aid thereof. BUYER WAIVES ANY RIGHT OF SET-OFF AND SHALL MAKE NO DEDUCTIONS FROM PAYMENTS DUE TO SELLER OR FOR ANY DAMAGES OF ANY TYPE CLAIMED BY BUYER AGAINST SELLER.</p>
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1.03 装运、交货和检验 SHIPPING, DELIVERY & ACCEPTANCE

(a) 时间安排	<p>卖方提供的所有装运及交货日期或时间表仅为出于善意作出的预测而非保证。装运时间表自订单录入时起算。除非双方另有相反书面约定，否则卖方将于备妥货物并开具发票后分批装运货物。在任何情形下，卖方未及时交货或满足装运时间表要求的，不构成卖方违约，卖方无需承担任何种类的损害赔偿（无论是算定的还是未经算定的损害赔偿金），包括间接损害赔偿或针对使用价值损失或利润损失的损害赔偿。即使卖方迟延履行任何一批货物，买方就此前收到的其他批次货物的付款义务或接收剩余货物的义务不因此免除。若买方无法接收卖方所发货物，买方应就卖方因此产生或招致的任何损失、损害或额外开支对卖方承担责任。</p>
(a) Schedule	<p>All shipping and delivery dates or schedules stated by Seller are good faith projections only and are not warranties. Shipping schedules are computed from time of order entry. Partial shipments will be made by Seller when ready and invoiced absent a written agreement to the contrary. IN NO EVENT SHALL SELLER BE IN BREACH OF AGREEMENT, LIABLE FOR DAMAGES OF ANY KIND, LIQUIDATED OR UNLIQUIDATED, INCLUDING CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE OR LOST PROFITS, DUE TO FAILURE TO MAKE TIMELY DELIVERY OR MEET SHIPPING SCHEDULES. Delay in delivery of any installments shall not relieve Buyer of its obligation to pay for any shipments received prior to such delay or its obligation to accept the remaining deliveries. If Buyer is unable to receive the Goods when tendered, Buyer shall be liable to Seller for any loss, damage, or additional expense incurred or suffered by Seller as a result thereof.</p>
(b) 数量与重量	<p>卖方对装运重量的精确性概不负责，装运重量只要处于估算运费所需的重量限度内即属准确无误。</p>
(b) Quantity & Weight	<p>Seller shall not be responsible for the accuracy of shipping weights, which are correct only within the limits necessary for estimating freight charges.</p>
(c) 退货	<p>卖方考虑买方退货要求的前提是，所退货物必须：</p> <ul style="list-style-type: none"> (i) 由卖方或卖方关联方制造； (ii) 处于干净、全新且可售的状态； (iii) 于退货要求提出前十二（12）个日历月内从卖方或卖方关联方场所或服务中心发运，并且退货要求不会导致（卖方）库存数量超出其确定的最高水平； (iv) 并且经卖方代表于买方退货前亲自检验。 <p>经卖方自行决定允许退货的，卖方将按发票金额扣除20%处理费及其所付运费后的金额退还买方账户。</p>
(c) Returns	<p>For Seller to consider Buyer's request to return Goods, such Goods must be:</p> <ul style="list-style-type: none"> (i) of Seller's or Seller's affiliates manufacture, (ii) in clean, new, saleable condition, (iii) shipped from Seller's or Seller's affiliate's premises or a Seller's or a Seller's affiliate's service center within twelve (12) calendar months preceding the request to return, and the request will not cause inventory to exceed maximum levels established by Seller, and (iv) personally inspected by Seller's representative prior to its return. <p>If a return is allowed at Seller's sole discretion, Seller will credit Buyer's account the invoiced price, less 20% handling cost, and less any freight paid by Seller.</p>
(d) 货运条款和所有权	<p>除非双方另有约定，否则货运应采用卖方销售订单或其他确认函中约定的卖方地点货交承运人（FCA）（《国际贸易术语解释通则》2020）。向卖方选用的公共或合同承运人交付货物应构成卖方向买方交货，届时货物的所有权和灭失风险应转移至买方。买方应向卖方支付或偿付所有装运费和装卸处理费用。货物在运输途中损坏或灭失的，买方应直接向承运人提出索赔，由承运人承担全部责任。买方应自费向信誉良好的保险公司购买并维持货物的保险，经卖方要求，应提供保险证</p>

(d) Terms of Shipment & Title	<p>明。</p> <p>Terms of shipment, unless otherwise specified, shall be FCA Seller's location specified in Seller's sales order or other acknowledgement (INCOTERMS 2020), delivery of the Goods to a common or contract carrier of Seller's option shall constitute delivery to Buyer, and title and risk of loss shall pass to Buyer at such time. Buyer shall pay or reimburse Seller for all shipping and handling charges. Any claims for damage to or loss of Goods in transit shall be filed by Buyer directly with, and shall be the sole responsibility of, the carrier. Buyer shall effect and maintain at its cost insurance for the Goods with a reputable insurer, and shall produce a certificate of insurance upon request by Seller.</p>
(e) 检验	<p>除非双方另行约定，否则买方应于实际收到货物后对货物进行合理、全面的检验。若交付给买方的任何一批货物存在错误、缺陷（质保缺陷除外）、短装或任何其他不合格之处，买方须于收到该批货物后十（10）日内以书面形式向发票所列卖方办公室提出索赔。买方未于上述期限内提出索赔的，将构成不可撤销地接受该批货物，并承认该批货物完全符合相关销售条款中所载各项条款、条件和规格。若买方拒收任何一批货物或其中任何部分，卖方有权对造成货物被拒的错误、缺陷、短装或其他不合格之处进行合理补救。除适格的政府督察员之外，未经事先书面通知并取得卖方授权代表签署的批准，买方检验员或其他代表不得进入卖方场所。</p>
(e) Inspection	<p>Unless otherwise agreed, Buyer shall conduct a reasonable and complete inspection of the Goods after Buyer's actual receipt of the Goods. All claims for errors, defects (other than warranty defects), shortages or any other nonconformity in any shipment of Goods delivered to Buyer must be made in writing to Seller's office as specified in the invoice within a period of ten (10) days after Buyer's receipt of such Goods. Buyer's failure to make such claims within such time period shall constitute an irrevocable acceptance of the particular shipment and an admission that such shipment fully complies with all terms, conditions and specifications contained in the terms of sale for such Goods. If Buyer rejects a shipment of Goods or any part thereof, the Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection. Apart from qualified Government inspectors, no inspectors or other representatives of Buyer will be allowed in Seller's premises without advance written notice and approval signed by an authorized representative of Seller.</p>

1.04 质保与服务 WARRANTY & SERVICE

(a) 范围与期限	<p>(i) 除非双方另有约定，否则卖方保证自货物交付之日起十二（12）个月内出售给买方的所有货物在工艺和材料上均无缺陷。</p> <p>(ii) 由于货物具体使用情况和实际使用时长不在卖方知悉和控制范围内，卖方不就货物使用寿命提供任何明示或默示的保证、条件或陈述。</p> <p>(iii) 除本销售条款中另有明确约定外，卖方质保仅在满足下列各项条件后，方才适用：</p> <ol style="list-style-type: none"> (1) 买方于相关质保期届满后一段合理时间内（在任何情形下，不晚于发现构成索赔依据的缺陷后三十（30）日）书面通知卖方该质保期内发生的质保项下索赔； (2) 买方收到卖方书面指示后，于该书面通知作出后三十（30）日内将相关货物交付给卖方进行质保评估，相关风险和费用由买方自行承担；但是，若货物因该缺陷或本质保条款范围内的任何缺陷而遭毁损，并且卖方合理相信货物出售时存在缺陷的，买方无需向卖方交还缺陷货物； (3) 卖方自行酌情认为：货物存在工艺或材料的缺陷，并且买方已履行卖方提出的注意事项，货物未遭遇任何事故，未被滥用或误用，且买方已按照制造商的建议和标准对货物进行安装、操作、检查、润滑和保养；并且 (4) 货物未进入复制（即反向工程）程序，无论是正式的或是非正式的，也无论是否由买方或任何其他实体资助或支持。 <p>(iv) 买方在开始对货物进行现场维修或置换之前必须取得卖方批准。未经卖方批准实施此类工作的，本质保失效。</p> <p>(v) 暴露在化学或反应工艺中的材料出现腐蚀或腐坏的，不属于质保范围。卖方对买方供应、选用或提供的任何材料、部件、设计条件、规格、数据或其他物件的适合性、准确性或可靠性概不负责。本质保不适用于油漆脱落或表面氧化或生锈等外观问题。本质保亦不适用于因使用不当、过失或事故而被拆卸、修理或改动的货物（卖方授权代表拆卸、修理或改动的除外）。他人制造的新零件或部件的质保仅以制造商或供应商向卖方提供的质保为限；一经卖方转售给买方，该质保即随之转让给买方，并且卖方保留在相关零件或部件存在缺陷时要求买方向制造商或供应商寻求排他性救济的权利。</p> <p>(vi) 对于与光杆一同提供的阀门，卖方仅就阀体铸件和内部组件提供质保。但是，质保范围不涵盖阀门的操作性或功能性。工厂会使用临时驱动系统对此类阀门进行流体静力测试。对于除卖方以外的任何人士安装或安置的驱动系统，</p>
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卖方不保证该系统的正确操作或对该系统阀门性能的后继影响。

(vii) 产品目录图册仅展示某一尺寸的货物，未必包含对所有尺寸的详细说明。产品目录、价格清单、报价单以及所有订单确认函中提及的重量为大致重量，卖方对此不作任何保证。

(a) Scope & Duration

(i) Unless otherwise specified, Seller warrants that all Goods sold to Buyer will be free from defects in workmanship and material, for a period of 12 months from the date of delivery.

(ii) Seller makes no express or implied warranty, condition or representation whatsoever, as to service life of such Goods since conditions of usage and experienced service life are outside Seller's knowledge and control.

(iii) Except as expressly set forth in these Terms, Seller's warranty applies only on the conditions that:

(1) Buyer delivers written notice of a warranty claim occurring during such warranty period, not later than a reasonable time after the end of such warranty period and in any case not later than thirty (30) days after discovery of the defect which is the basis for its claim;

(2) Buyer delivers such Goods, at Buyer's sole risk and expense, after receiving written instructions from Seller, to Seller for warranty evaluation, within thirty (30) days after such written notice; however, Buyer shall not be required to deliver defective Goods to Seller if the Goods were destroyed as a result of the defect or of any defect in any part covered in this warranty, and Seller is reasonably satisfied that the Goods were defective at the time of sale;

(3) Seller determines in its sole discretion that such Goods are defective in workmanship or material, the Goods were protected by Buyer from the elements as prescribed by Seller, were not subject to accident, abuse, or misuse, and were installed, operated, inspected, lubricated, and maintained in accordance with the manufacturer's recommendation and specifications, and

(4) the Goods were not subject to a replication (i.e., reverse engineering) program, either formal or informal, sponsored or supported by Buyer or any other entity.

(iv) Buyer must receive approval from Seller prior to starting any on-site work to repair or replace the Goods. Failure to obtain such approval before starting work will void this warranty.

(v) Materials exposed to chemical or reactive processes are not warranted against corrosion or deterioration. Seller assumes no responsibility for the suitability, accuracy or reliability of materials, components, design conditions, specification, data or other items supplied, selected or furnished by Buyer. This warranty shall not apply to cosmetic issues such as chipped paint or surface scale or rust. This warranty shall not apply to Goods which have been disassembled, repaired or altered by other than authorized representatives of Seller, subject to misuse or negligence or accident. New parts or components made by others are warranted only to the extent of the warranty to Seller by the manufacturer or supplier; resale by Seller assigns such warranty to Buyer, and Seller reserves the right to refer Buyer to the manufacturer or supplier for its exclusive remedy if such parts or components are defective.

(vi) Valves supplied with bare stems are warranted only as to the body casting and internal components. However, there is no warranty for operation or functionality of the valve. Such valves are hydrostatically tested at the factory using temporary actuation systems. Seller does not warrant the proper operation, or subsequent effects on valve performance, of actuation systems installed or mounted by anyone other than Seller.

(vii) Catalog illustrations are representations of a certain size of Goods but do not necessarily represent all sizes in all details. Weights in catalogs, price schedules, quotations, and acknowledgements of all orders are approximate and in no sense guaranteed.

(b) 质保受益方

除非卖方另行书面同意，否则卖方提供的质保仅适用于买方，不可直接、间接或依法律转让或让与；任何意图或试图转让或让与的行为均属无效。

(b) Benefit of Warranty

Unless otherwise agreed by Seller in writing, such warranty runs only to Buyer and is non-transferable and non-assignable either directly, indirectly, or by operation of law, and any such purported or attempted transfer or assignment shall be null and void.

(c) 买方救济

买方向卖方违反保证、卖方提供已损坏或缺陷货物（不论该缺陷是否已显露）或者迟延或未能制造或交付货物、违反约定或任何其他事由（包括卖方过失）享有的唯一救济**应严格限于由卖方自行选择修理或更换不合格货物，或者退还全部或部分购买价款**，但在任何情形下所退金额不得超过缺陷、损失或损害赔偿主张所涉及的具体货物的购买价款。若卖方选择向买方退还购买价款，买方向卖方退还相关缺陷货物（但已因缺陷遭毁损的货物除外），届时所退货物的所有权将转移至卖方。

本条中约定的各项保证和条件在法律允许的最大范围内排除并取代一切保证、条件与责任。卖方在此免除且买方在此放弃所有其他卖方保证、条件与责任以及所有针对卖方的索赔与救济，无论是明示或是默示、依法或因任何货物缺陷而引起，

包括但不限于默示保证或适销条件、质量令人满意或适合特定用途的，或者因交易习惯、履约或行业惯例引起的任何默示保证，以及基于侵权的追偿（无论该侵权是否因卖方过失所致）和基于受损财产、使用价值损失、利润损失或其他附带性、间接性、特殊性或惩罚性损害赔偿的任何追偿。

(c) Buyer's Remedies Buyer's sole remedy for any breach of Seller's warranty, any damaged or defective Goods supplied by Seller (regardless of whether such defect is discoverable or latent), or for delay or failure to manufacture or deliver, breach of agreement or any other cause whatsoever, including Seller's negligence, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO SELLER'S OPTION OF THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS OR TO A FULL OR PARTIAL CREDIT OF PURCHASE PRICE and shall in no event exceed the purchase price of the particular Goods with respect to which defects, losses or damages are claimed. If Seller elects to refund the purchase price to Buyer, Buyer will return the defective Goods (unless the defect has caused the destruction of the item) and title to such returned Goods will transfer to Seller.

THE WARRANTIES AND CONDITIONS PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, CONDITIONS AND LIABILITIES OF SELLER AND ALL CLAIMS AND REMEDIES OF BUYER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND RECOVERY BASED UPON TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE AND ANY RECOVERY BASED UPON DAMAGED PROPERTY, OR OTHERWISE BASED UPON LOSS OF USE OR PROFIT OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

1.05 责任 LIABILITY

(a) 责任限制 即使本销售条款中存在任何相反约定，对于任何间接性、关联性较疏或结果性损害赔偿（包括但不限于针对使用价值损失、利润损失、生产损失及产品损失的损害赔偿），以及附带性、特殊性、约定性、惩罚性或其他损害赔偿（不论关于该等损害赔偿的索赔或诉讼是基于合同、侵权、过失、严格责任、保证、分担赔偿、补偿、法律规定抑或其他因素提出），任何一方均无需向另一方或任何第三方承担任何责任。除卖方在下文第1.05(b)条中的各项赔偿义务之外，卖方责任总额在任何情形下均不得超过订单总价值。此外，在不限制前述约定的前提下，卖方在任何情形下均无需向买方、买方任何供应商或任何终端用户承担因移除或重新安装卖方供应的任何货物产生或引起的各项成本或开支，亦无需就因任何此类移除或重新安装造成其他财产或设备受损而承担任何责任。

(a) Limitation of Liability NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THESE TERMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR INDIRECT, REMOTE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF PRODUCTION, AND LOSS OF PRODUCT, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRIBUTION, INDEMNITY, STATUTE, OR OTHERWISE. EXCEPT FOR SELLER'S INDEMNIFICATION OBLIGATIONS IN SECTION 1.05(B), BELOW, TOTAL AGGREGATE SELLER LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE ORDER. In addition, without limitation of the foregoing, in no event shall Seller be liable to Buyer, any of Buyer's vendors or any end-user for the costs or expenses incurred in or attendant to the removal or reinstallation of any Goods supplied by Seller or for any damage to other property or equipment resulting from any such removal or reinstallation.

(b) 侵权赔偿 根据有管辖权的裁判机构作出的最终仲裁裁决或判决，卖方货物侵犯第三方持有的有效中国专利或著作权，卖方同意就买方因此产生的任何损失或损害向买方作出赔偿。

卖方的赔偿义务不适用于：(i) 根据买方设计、图纸或规格提供的任何货物；(ii) 未按照一般用途使用的任何货物；或者 (iii) 因买方将本文件项下卖方提供的任何货物与非由卖方提供的任何物品进行结合引起的任何侵权索赔。此外，对于因前一句第(i)、(ii)或(iii)项所述事项引起的侵权索赔而针对卖方提起的任何诉讼或法律程序，买方同意向卖方作出赔偿并为卖方进行抗辩，具体履行范围及限制与卖方对买方所尽义务的履行范围及限制相同。

买方应于 (i) 首次收到针对买方的任何诉讼或其他正式起诉的通知后十（10）日内，以及 (ii) 首次收到任何其他指控或书

面侵权索赔后二十（20）日内，向卖方交付书面通知。买方应赋予卖方完全的、排他的，对任何诉讼或其他法律程序进行抗辩或达成和解的控制权。买方应按卖方要求提供合理协助，包括及时向卖方提供由其占有或控制且卖方认为与任何侵权指控有关或对该指控而言具有重要性的所有信息及记录，相关费用由卖方承担。由于卖方对如何解决本文件项下侵权索赔拥有排他性控制权，因此卖方在任何情形下都无需承担买方聘请律师的费用或花销。

如果本文件项下任何货物被认定侵犯任何著作权或专利，且卖方有义务就此作出赔偿，卖方可自行决定采取下列措施，相关费用由卖方自行承担：(i) 为买方取得继续使用货物的权利；(ii) 对货物进行更换或改动，使货物不再构成侵权；或者 (iii) 扣除该产品的合理使用、损坏和损耗折旧费用后退还买方相应金额。卖方在本款项下的损害赔偿总额以本文件项下订单总价值为限。除非有管辖权的法院作出的不利于买方且买方不得或未曾提起上诉的最终判决中另有要求，否则买方应于就此处卖方赔偿范围内的侵权行为支付或承诺支付任何款项、承担任何义务或者作出任何让步之前征得卖方书面批准。**本文件项下的各项卖方义务和各项买方救济排除并取代卖方的所有其他赔偿、义务和责任以及买方针对卖方享有的所有其他权利、索赔和救济，且买方特此放弃、免除该等卖方赔偿、义务和责任以及买方权利、索赔与救济。**

(b) Infringement
Indemnity

Seller agrees to indemnify Buyer from and against any loss or damage incurred by Buyer as a result of a final arbitration award or judgment of a court of competent jurisdiction that Seller's Goods infringe a valid PRC patent or copyright held by a third party. Seller's duty to indemnify shall not apply to any (i) Goods provided pursuant to Buyer's designs, drawings, or manufacturing specifications, (ii) Goods used other than for their ordinary purpose, or (iii) claims of infringement resulting from Buyer combining any Goods furnished hereunder with any article not furnished by Seller. Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller's obligations to Buyer for any suit or proceeding against Seller based upon a claim of infringement resulting from (i), (ii), or (iii) of the preceding sentence.

Buyer shall deliver written notice to Seller (i) within ten (10) days after Buyer first receives notice of any suit or other formal action against Buyer and (ii) within twenty (20) days after Buyer first receives any other allegation or written claim of infringement. Buyer shall give Seller full and exclusive control to conduct the defense or settlement of any suit or other proceeding. At Seller's request and expense, Buyer shall provide reasonable assistance including promptly furnishing to Seller all information and records within Buyer's possession or control which Seller considers relevant or material to any alleged infringement. Because Seller has exclusive control of resolving infringement claims hereunder, in no event shall Seller be liable for Buyer's attorney fees or costs.

In the event any Goods furnished hereunder are determined to have infringed any copyright or patent with respect to which Seller has an obligation to indemnify, Seller may, at its option and expense:

- (i) procure for Buyer the right to continue to use the Goods; (ii) replace or modify the Goods so that it becomes non-infringing; or (iii) grant Buyer a credit for such product, less a reasonable deduction for use, damage, and obsolescence. Seller's liability in the aggregate for damages under this paragraph is limited to the total value of the order hereunder. Except as required by a final judgment entered against Buyer by a court of competent jurisdiction from which no appeals can be or have been filed, Buyer shall obtain Seller's written approval prior to paying, committing to pay, assuming any obligation, or making any concession relative to any infringement covered by these indemnities. **THE OBLIGATIONS OF SELLER AND REMEDIES OF BUYER HEREUNDER ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES, AND RENOUNCES, ALL OTHER INDEMNITIES, OBLIGATIONS, AND LIABILITIES OF SELLER AND ALL OTHER RIGHTS, CLAIMS, AND REMEDIES OF BUYER AGAINST SELLER.**

(c) 在买方或买方客户场所工作

如适用，买方应为卖方取得其在买方场所工作所需的任何劳动或工作许可。如卖方在本销售条款项下的工作涉及在买方或买方任一客户的场所开展业务活动的，卖方应采取一切合理必要的预防措施，防止在工作过程中发生人身伤害或财产损失。对于因卖方或其代理人、员工或分包商的故意不当行为或过失造成人身伤害、死亡或财产损失而产生的任何及所有诉讼、责任、要求、成本和开支（包括合理律师费），卖方应根据自身及任何其他侵权人（包括买方）的过错程度按比例向买方或其客户作出赔偿，并使买方或其客户免受损害。但是，卖方无义务就因买方或其代理人、员工或分包商的过错造成的任何损失、损害或费用向买方作出任何赔偿。

(c) Work on Buyer's Premises or Buyer's Customer's Premises

If applicable, Buyer shall obtain any labor or work permits required for Seller to work on Buyer's premises. If Seller's work under these Terms involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all precautions reasonable and necessary to prevent the occurrence of any injury to persons or property during the progress of such work, and Seller shall indemnify and hold harmless Buyer or its customers from and against any and all suits, liabilities, demands, costs and expenses (including reasonable attorneys' fees) for injuries to persons, loss of life or damage to property to the extent arising out of the willful misconduct or negligence of Seller, its agents, employees or subcontractors, in proportion to its fault as compared to any other

tortfeasors, including Buyer. However, Seller shall not be obligated to indemnify Buyer against any loss, damage, or expense to the extent caused by the fault of Buyer, its agents, employees, or subcontractors.

1.06 变更 CHANGES

除非卖方另行明确同意，任何订单一经卖方接受，即不得变更其中的货物规格或交货时间。只有在卖方明确书面批准的情形下方可变更货物规格或交货时间。上述变更或修改可能产生额外费用，此类费用将由买方承担。变更货物规格的同时，可能还需要相应调整交货时间表，卖方将在可行情形下尽快告知买方任何此类调整。卖方执行任何变更单之前，双方必须已经就因买方的要求而增加的成本和/或交货时间的变更达成一致。

Except as specifically agreed by Seller, an order which has been accepted by Seller is not subject to changes in specifications or changes in time of delivery. Changes in specification or changes in time of delivery will be permitted if Seller specifically approves such adjustment in writing. Changes or modifications may result in additional costs which will be to Buyer's account. Changes to specifications may also require adjustment of the delivery schedule, and Seller will advise Buyer as soon as practicable of any such adjustments. Additional costs and/or changes to delivery time in respect of any changes requested by Buyer must be agreed upon prior to Seller's implementation of any change order.

2.01 争议解决与适用法律 DISPUTE RESOLUTION & GOVERNING LAW

(a) 争议解决 若双方无法通过谈判解决任何因本销售条款引起或与之相关的争议，该争议应提交中国国际经济贸易仲裁委员会根据申请仲裁时有效的仲裁规则以仲裁的方式解决，仲裁地为中国北京。该仲裁为独任仲裁，但若争议金额超过人民币1,600,000元，应由三（3）名仲裁员组成的仲裁庭裁决。若本文件中所列任何条款、条件或限制被认定违反适用法律规定，或依其字面含义，违反适用法律规定，则应出于保持该等条款、条件或限制在法律允许范围内具有完全效力的方式对其进行解释；任何条款、条件或限制如完全受到法律禁止，应属无效，但其他条款、条件和限制仍应保持完全效力。买卖双方同意，买方向任何违反本销售条款或买卖双方之间任何销售合同的行为提出的任何索赔须以书面形式作出，并应于所指违约行为发生之日后一（1）年内送达卖方。

(a) Dispute Resolution Any dispute arising from or in connection with these Terms shall be submitted to China International Economic and Trade Arbitration Commission, if the parties cannot resolve it through negotiation. Arbitration shall be conducted in accordance with arbitration rules in effect at the time of applying for arbitration, and the place of arbitration shall be in Beijing, China. Arbitration shall be conducted before a single arbitrator unless the amount in dispute exceeds RMB 1,600,000. If the amount in dispute exceeds RMB 1,600,000, it shall be decided by three arbitrators.

If any of the terms, conditions, or limitations set forth herein or on the face hereof is held in violation of applicable law, the provision shall be interpreted as if such provisions are in full force and effect to the extent legally permitted or, if such provision is prohibited in its entirety, it shall be null and void, and the remaining terms, conditions, and limitations shall remain in full force and effect.

Seller and Buyer agree that any claims of Buyer for breach of these Terms or any contract of sale between the Buyer and Seller must be raised in writing and received by Seller within one (1) year of the date of the alleged breach.

(b) 适用法律 《联合国国际货物销售合同公约》不适用于任何包含本销售条款的合同。中华人民共和国法律（不包括其冲突规则）应在解释本销售条款时适用，并应适用于因下列各项引起的所有问题：报价单、订单确认函、本文件所涉货物或服务的销售、任何包含本销售条款的合同，以及与前述事项相关的任何索赔。

(b) Governing Law The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any contract of which these Terms form a part. The law of the People's Republic of China, excluding its conflict of laws provisions, shall apply in interpreting these Terms and shall apply to all questions arising in connection with the quotation, order acknowledgment, the sale of Goods or Services covered hereby, any contract of which these Terms form a part, and any claims related to the foregoing.

3.01 通用条款；终止 GENERAL TERMS; TERMINATION

(a) 完整协议 任何包含本销售条款的合同以及卖方相关发票中的各项条款构成双方就本文件标的事项达成的完整谅解，并取代双方就标的事项达成的所有在先协议和谅解。卖方任何代表或代理人作出的任何陈述、承诺、保证或声明如与本销售条款不同，即属无效。对本文件任何条款的任何变更、修订或修改须以书面形式作出并经卖方签署。本文件中的标题仅为方便查阅而设，不具有任何法律效力。

(a) Integration Any contract of which these Terms form a part and the terms of the Seller's corresponding invoice, represent the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between

them with respect to the subject matter. Any representations, promises, warranties or statements by any representative or agent of Seller that differ from the Terms shall be given no force or effect. Any change, amendment, or modification of any of these Terms must be made in writing and signed by Seller. Titles incorporated herein are for reference purposes only and do not have any legal effect.

(b) 不可抗力 若卖方因本第3.01(b)条所述事由无法履行其在任何包含本销售条款的合同项下的全部或部分义务，卖方应于该妨碍事由持续期间中止履行该等义务，并且履行任何该等合同项下各项义务的期限应予以延长，延长的期限应当相当于对交货中止情形作出补救可能需要的时间。**卖方无需承担因下列原因导致延迟或未能交货或履约所造成的任何损失或损害：卖方生产条件、事故、设备损坏或故障；**罢工、劳工争议、停工或任何劳动力短缺或用工困难；火灾、洪水、事故、检疫管制、地震、龙卷风、传染病或其他伤亡或天灾；恐怖主义行为、战争、暴乱、内乱或其他突发事件、民事或军事当局行动；遵守命令、优先事项或任何政府部门、法院或仲裁机构的要求；禁运；**卖方供应商未满足交付时间表的要求，或原材料短缺（不论因何所致）；无法或延迟获得劳动力或材料；无法或延迟获得运输所需的汽车、卡车、燃料或机械装置；或者超出卖方合理控制范围的任何事由、条件或有事件，无论是否与前述各项类似。**发生上述任一情形的，卖方可以其认为公平的方式在其客户之间分配生产及所有库存物料。

(b) Force Majeure If Seller is unable carry out its obligations under any contract of which these Terms form a part either wholly or in part due to a cause described in this Section 3.01(b), such obligations shall be suspended during the continuance of such hindrances and the obligations of any contract of which these Terms form a part shall be extended for such periods as may be necessary for the purpose of making good any suspension of deliveries so caused. SELLER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM DELAY OR FAILURE OF DELIVERY OR PERFORMANCE DUE TO SELLER'S PLANT CONDITIONS, ACCIDENT, EQUIPMENT BREAKDOWN OR EQUIPMENT MALFUNCTION; strike, differences with workmen, lockout, or any labor shortage or difficulty; fire, flood, accident, quarantine restrictions, earthquake, tornado, epidemic, or other casualty or act of God; act of terrorism, war, riot, civil disobedience, or other emergency, or acts of civil or military authorities; compliance with orders, priorities, or requests of any government agencies or courts or arbitrators; embargoes; FAILURE OF SUPPLIERS OF SELLER TO MEET DELIVERY SCHEDULES, OR ANY SHORTAGE OF RAW MATERIALS HOWEVER CAUSED; INABILITY OR DELAY IN OBTAINING LABOR OR MATERIALS; INABILITY OR DELAY IN OBTAINING CARS, TRUCKS, FUEL, OR MACHINERY NECESSARY FOR TRANSPORTATION; OR ANY CAUSE, CONDITION, OR CONTINGENCY BEYOND THE REASONABLE CONTROL OF SELLER, WHETHER SIMILAR TO THOSE ENUMERATED OR NOT. In the event of any of the foregoing, Seller may apportion its production and all stock material among its customers as it considers equitable.

(c) 便利终止 未经卖方根据第1.03(c)条（退货）约定作出事先书面批准，买方无权退还任何货物或于交货前终止全部或任何部分订单。卖方的批准将以买方支付取消费为前提。除非本文件另有约定，取消费具体如下：

- (i) 于买方下达订单后但卖方采购前终止的：按订单总价值的10%开具发票，应于开票日后三十（30）日内付款。
- (ii) 于卖方首次采购后但开始制造货物之前终止的：按订单总价值的50%开具发票，应于开票日后三十（30）日内付款。
- (iii) 于卖方开始制造货物后但制造完成之前终止的：按订单总价值的75%开具发票，应于开票日后三十（30）日内付款。
- (iv) 于制造（包括组装）完成后终止的：按订单总价值的100%开具发票，应于开票日后三十（30）日内付款。

(c) Termination for Convenience Buyer shall not be entitled to return any Goods or terminate all or any part of an order prior to delivery without written approval from Seller, pursuant to section 1.03(c) (Returns). Such approval will be conditioned upon Buyer's payment of cancellation charges. Unless otherwise specified, cancellation charges are as follows:

- (i) After order placement by Buyer but before any procurement by Seller: 10% of the total order value will be invoiceable – payable 30 days after invoice date.
- (ii) After first procurement by Seller but before commencement of manufacture: 50% of the total order value will be invoiceable – payable 30 days after invoice date.
- (iii) After commencement of manufacture but before completion of manufacture: 75% of the total order value will be invoiceable – payable 30 days after invoice date.
- (iv) After completion of manufacture (including assembly) 100% of the total order value will be invoiceable – payable 30 days after invoice date.

(d) 仓储费	买方应自收到卖方发货通知1个月内完成支付并确认发货，如因买方原因致使迟延交货，卖方将每周收取相当于迟延交货总金额0.5%的仓储费。不足一周按一周收取。
(d) Storage Charge	Buyer shall complete the payment and confirm the shipment within 1 month after receiving the shipping notice of Goods from Seller. In case of late delivery due to reasons attributable to Buyer, Seller will charge storage fee equivalent to 0.5% of the total amount of the late delivered Goods per week. It shall be collected based on a week in the case of it being less than a week.
(e) 因故终止	买方未能或拒绝接受合格货物的，或者买方存在任何其他违约行为的，卖方有权行使其可能依据法定或衡平法规定享有的所有救济，包括实际履行。卖方亦有权向买方追偿其因此产生的所有成本，包括合理律师费。
(e) Termination for Cause	Upon failure or refusal of Buyer to accept conforming Goods, or upon any other default by Buyer, Seller shall be entitled to exercise all remedies to which Seller may be entitled by law or in equity, including specific performance. Seller shall also be entitled to recover all costs incurred by it in connection therewith, including reasonable attorney's fees.
(f) 卖方救济	卖方在本销售条款中的各项救济可以累积，并构成对法定或衡平法规定的任何其他救济的补充。卖方迟延或未能行使任何权利或救济，不应以任何方式减损该等权利或救济，亦不应被解释为放弃追究或默认任何违约行为。单独或部分行使任何该等权利不应妨碍任何其他或进一步行使该等权利的行为，亦不应妨碍任何其他权利或救济的行使。卖方可随时执行本文中各项条款、条件和限制之全部或部分。卖方因执行其在本文件项下的权利而支付或产生的一切成本和开支（包括但不限于合理的律师费和诉讼费），应由买方支付。
(f) Seller's Remedies	The remedies for Seller set forth in these Terms are cumulative and in addition to any other remedies provided in law or equity. No delay or failure by Seller to exercise any right or remedy shall impair in any manner whatsoever any of such rights or remedies, or be construed to be a waiver of any breach or acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy. The terms, conditions, and limitations herein may be enforced by Seller at any time in whole or in part. Buyer shall pay all costs and expenses paid or incurred by Seller in enforcing its rights hereunder, including without limitation reasonable attorneys' fees and court costs.
(g) 转让与委托履行	未经另一方书面允许，任何一方不得转让其在任何包含本销售条款的合同项下的任何权利，亦不得委托他人代为履行其在该合同项下的任何义务。
(g) Assignment & Delegation	Neither party may assign its rights or delegate its obligations under any contract of which these Terms form a part except with the written permission of the other party.

3.02 知识产权 INTELLECTUAL PROPERTY

(a) 知识产权	买方确认，在提供货物和/或服务及其任何部分的过程中使用的任何及所有知识产权（买方提供的设计除外）归属（且应始终归属）卖方或该过程中可能确定的其他方独有。对于因提供货物和/或服务而形成或产生的任何现有知识产权的改进或任何新的专有技术，买方确认该专有技术及其中所有知识产权应归卖方排他性所有。
(a) Intellectual Property	The Buyer acknowledges that any and all intellectual property rights, except for Buyer-supplied designs, used in connection with the provision of Goods and/or Services and any parts thereof are and shall remain the sole property of the Seller or of such other party as may be identified therein. In the event of any advancement of the existing intellectual property rights or any new know-how being generated or arising from the performance of or as a result of the provision of Goods and/or Services, the Buyer acknowledges that the same and all intellectual property rights therein shall belong to the Seller exclusively.
(b) 工具和模具	包括卖方为买方制作或收购的工具和模具在内的任何设备（即便已收取费用），无论是否由卖方占有或控制，都应属于且始终属于卖方的财产。
(b) Tools, Dies & Molds	Any equipment including tools, dies and molds which Seller constructs or acquires for the Buyer, notwithstanding any charges therefor, shall be and remain Seller's property whether or not in Seller's possession and control.
(c) 向买方授予许可	卖方特此向买方授予一项非排他且不可转让（但本条另有约定的除外）的有限许可，允许买方将卖方专有信息仅作为本文文件项下所供货物的一部分，与该等货物配合使用。该等卖方专有信息的一切权属、所有权和知识产权应始终归卖方所有，并且买方不得 (i) 对该等专有信息进行修改、翻译、反向工程、反编译、反汇编或以其他方式进行复制，或基于该等知识产权制作衍生作品；(ii) 发布、出租、出借、出售、转让、分许可、出让或以其他方式转移或允许他人使用该等专有信息；或者 (iii) 移除、遮掩或篡改任何可确定或表明卖方对该等专有信息之所有权的说明或标签。
(c) License to Buyer	Seller grants to Buyer a non-exclusive, non-transferable (except as provided within this clause), limited license to use Seller's proprietary information solely as provided as part of and in conjunction with the use of the Goods provided hereunder. All title, ownership rights, and intellectual property rights in and to such proprietary information shall remain with the Seller, and Buyer shall

	not (i) modify, translate, reverse engineer, decompile, disassemble, or otherwise copy such proprietary information or create derivative works based upon such intellectual property; (ii) distribute, rent, lease, sell, transfer, sublicense, assign or otherwise transfer or allow others to use rights in or to such proprietary information, or (iii) remove, obscure or alter any notices or labels identifying or indicating Seller's ownership of such proprietary information.
(d) 保密	“保密信息”指卖方或卖方代表披露给买方的下列技术、业务或其他性质的信息：(i) 不为公众所知的信息；(ii) 卖方确认为专有或保密的信息；或者 (iii) 依据披露时相关情形的性质应被视为专有或保密的信息。买方应对卖方的所有保密信息予以保密（不论该等信息是由卖方在其提供本文件项下的货物或服务过程中或经其他方式披露给买方），不得在未经卖方事先书面同意的情形下复制、使用或向任何第三方披露该等保密信息之全部或部分，并且应采取合理的预防措施保护保密信息。如卖方提出要求，买方同意与卖方签署一份保密协议以及卖方供应商和客户可能要求签署的其他保密协议。
(d) Confidentiality	“Confidential Information” means information, whether of a technical, business or other nature, disclosed by or on behalf of Seller to Buyer which (i) is not generally known to the public; (ii) is identified by Seller as proprietary or confidential or (iii) by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary or confidential. Buyer shall hold all Confidential Information of Seller, whether disclosed by Seller to Buyer in connection with Seller's provision of Goods or Services hereunder or otherwise, in confidence and shall not reproduce, use, or disclose such Confidential Information in whole or in part to any third party without the prior written consent of the Seller and shall take reasonable precautions to safeguard the secrecy thereof. Upon request by Seller, Buyer agrees to sign a non-disclosure agreement with Seller, and such other non-disclosure agreements as may be required by Seller's suppliers and customers.

3.03 法律法规 LAWS & REGULATIONS

(a) 法律合规	买方应遵守所有适用法律法规，以及于任何时候具有适用法律效力并能以任何方式影响买方订单或买方履行订单约定的所有其他规定。如出现以任何方式影响买方订单的任何政府行动、禁令或限制，买方应立即告知卖方。
(a) Compliance with Law	Buyer shall comply with all applicable laws and regulations and all other requirements having force of law applicable at any time which affect in any manner Buyer's order or Buyer's performance thereunder. Buyer shall notify Seller at once of any governmental action, prohibition, or limitation which affects in any manner Buyer's Order.
(b) 反腐败；出口合规；反抵制	买方同意，其应遵守（且其聘请的任何第三方亦应遵守）反公权力腐败及反商业贿赂方面的所有法律。买方向卖方下达订单，即表明买方陈述并保证其既不受制于任何美国或中国禁运或贸易禁令或限制，也不受制于美国或中国参与实施的任何禁运或贸易禁令或限制。买方同意其不会将任何货物转售或分销给中国法律、美国法律或者美国或中国参与实施的任何禁运、贸易禁令或限制下禁止接收卖方货物或与卖方开展交易的任何个人或实体。对于因买方违反本条约定导致卖方承受的任何及所有索赔、要求、损失、成本或责任，买方应向卖方作出赔偿并使卖方免受损害。卖方保留在买方违反本条约定的情形下取消买方订单、中止或终止卖方履约或采取其认为必要的任何其他行动的权利。前述违约行为包括但不限于将货物出售给美国财政部海外资产控制办公室（ http://www.treas.gov/offices/enforcement/ofac/ ）、美国商务部工业和安全局（ http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm ）管控清单上所列任何国家或实体。即使买卖双方之间任何协议或与本文件项下货物和/或服务相关的任何其他文件或协议中载有任何相反约定，除中国或美国法律要求的抵制或不违反中国或美国法律规定的抵制外，卖方不会遵守任何国家或其他司法管辖区的抵制要求。
(b) Anti-Corruption; Export Compliance; No Boycotts	Buyer agrees that it shall, and that any party retained by the Buyer shall, comply with all laws prohibiting public corruption and commercial bribery. By placing its Order with Seller, Buyer represents and warrants that it is neither subject to any U.S. or PRC embargo or trade prohibition or limitation, nor subject to any embargo or trade prohibition or limitation in which the U.S. or PRC participates. Buyer agrees that it will not resell or distribute any Goods to any individual or entity prohibited from receiving Seller's Goods or from dealing with Seller under the PRC law, U.S. law or under any embargo or trade prohibition or limitation in which the U.S. or PRC participates. Buyer shall indemnify and hold Seller harmless from and against any and all claims, demands, losses, costs, or liability incurred by Seller as a result of Buyer's breach of this provision. Seller reserves the right to cancel Buyer's order, suspend, or terminate Seller's performance, or take any other action it deems necessary as a result of Buyer's breach of this provision. This includes but not limited to selling to any country or entity listed in the Treasury Department's Office of Foreign Assets Control list (http://www.treas.gov/offices/enforcement/ofac/) or the Commerce Department, Bureau of Industry and Security (http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm). Notwithstanding anything to the contrary contained in any agreement between Buyer and Seller or in any other document or agreement relating to the Goods and/or Services hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required

	by or otherwise not inconsistent with the PRC or United States law.
(c) 补充限制	<p>买方保证产品用于本合同所注明的最终用户及项目，不得向第三方转售。如买方违反此规定，卖方有权立即终止合同，并视同买方取消合同。</p> <p>买方需按合同终止时所处阶段向卖方支付相应取消费（详见第3.01(c)条）作为取消合同赔偿，并承担由此导致的其他一切后果，包括但不限于违约责任以及给卖方造成的损害。</p>
(c) Supplementary Limitation	<p>The Buyer guarantees that the products are used for the End User and project indicated in this contract and will not be resold to any third party. If the Buyer violates this regulation, Seller is entitled to terminate the contract immediately and it is deemed as the Buyer cancelling the contract.</p> <p>The Buyer shall pay the Seller corresponding cancellation charges (as referred to in Section 3.01(c) as compensation for the cancellation of the contract at the stage when the contract is terminated, and bear all other consequences resulting therefrom, including but not limited to liability for breach of contract and damage to Seller.</p>
(d) 出口许可	<p>如合同中任意有ECCN 2B350标记的项目，该产品根据出口国规定可能需要办理出口许可证。买方应按卖方要求提交办理该出口许可证所需的买方及最终用户完整有效的证明文件。</p> <p>当出口国要求出具中华人民共和国商务部（简称MOC）《最终用户和最终用途说明》办理出口许可时，买方及最终用户应及时登录《商务部业务系统统一平台》，并按要求提交相关文件以确保《最终用户和最终用途说明》的申请流程完整无误。</p>
(d) Export License	<p>If any item in the contract that is marked by ECCN 2B350, it indicates that an export license shall be required in accordance with regulations of the exporting country for the product. the Buyer shall submit the complete and valid documentary proof of the Buyer and the End User required for obtaining the export license upon the Seller's request.</p> <p>Buyer and the End User shall log into the Uniform Platform of Business System of the Ministry of Commerce in time if the exporting country requests to present <i>Statement of End-User and End-Use</i> issued by the Ministry of Commerce of the People's Republic of China (MOC) for export license handing, and submit related documents to assure that the application process of the <i>Statement of End-User and End-Use</i> is complete and correct.</p>
(e) 其他	<p>买方与卖方经协商，在平等、自愿的基础上达成本销售条款。买方兹确认，其已了解并理解本销售条款的内容，且卖方已应买方要求对本销售条款进行了提示和说明。</p>
(e) Miscellaneous	<p>Buyer and Seller have agreed on these Terms through negotiation on the basis of equality and voluntariness. BUYER HEREBY ACKNOWLEDGES THAT IT IS AWARE OF AND UNDERSTAND THE CONTENTS OF THESE TERMS AND SELLER HAS REMINDED AND EXPLAINED THESE TERMS AT BUYER'S REQUEST.</p>