

销售的一般交易条款和条件  
GENERAL TERMS AND CONDITIONS OF SALE

1. **协议范围** 相干亚洲公司 Coherent Asia, Inc., 或其直接或间接持有的子公司 (“相干” 或 “卖方”) 特此向其报价单中所列的买方 (“买方”) 出售 (或接受买方采购要约) 相应报价单/订单确认中所列的产品 (“产品”) 和/或服务 (“服务”), 该等产品和服务的购销应仅限于: (1) 本销售的一般交易条款和条件 (“一般条款”), 以及 (2) 卖方在报价单/订单确认中所列的条款和条件, 或买卖双方另行签署的交易文件项下的条款和条件 (“专项条款”) (“一般条款” 与 “专项条款” 统称为 “合约条款”)。除非另有书面约定, 若一般条款与专项条款有任何不一致的, 以专项条款为准。卖方特此拒绝接受买方在任何要约或承诺 (包括任何订单或买方发出的其他文件) 中与合约条款不一致或相冲突、或合约条款未涵盖的任何条款或条件, 该等条款和条件对卖方不具有约束力。

**Limits of Agreement.** Coherent Asia, Inc., including, where the context requires, any of its direct or indirect affiliates (“Coherent” or “Seller”) hereby offers to sell to the buyer identified on the face of the quote/order acknowledgement (“Buyer”), or accepts the Buyer’s offer to purchase, any of the products (“Products”) and/or services (“Services”) set forth on the face of the applicable quote/order acknowledgement solely in accordance with both (1) the terms and conditions contained in these General Terms and Conditions of Sale (“General Terms”); and (2) the terms and conditions set forth on the face of the quote/order acknowledgement provided by Seller to Buyer, or the terms and conditions contained in any transactional document signed by and between Seller and Buyer (the “Special Terms,” together with the General Terms, the “Terms”). Unless otherwise expressly stated in writing, with respect to any conflicts between these General Terms and the Special Terms, the Special Terms will control. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer or acceptance (including any purchase order or other documents issued by Buyer) are hereby rejected and will not be binding in any way on Seller.

2. **有限保证** 卖方保证产品符合相干发布的规格或双方书面确认的规格, 且在卖方报价单/订单确认中所列的或双方书面约定的保修期内没有材料和工艺方面的缺陷。卖方保证其提供的服务符合行业标准。该等保证是卖方就产品及服务所作的唯一保证, **卖方对产品 & 服务的商销性、无侵权或适合特定用途不作也不承担任何明示或默示的保证。** 买方承担因使用产品而产生的所有风险和责任, 并且承认和同意应当严格依照使用手册和其他的产品文件中适用的说明、警告和其他信息使用产品和进行所有安装、维修、调整。

**Limited Warranties.** Seller warrants that the Products (1) conform to Coherent’s published specifications or the specifications mutually agreed and confirmed in writing between Seller and Buyer, and (2) are free from defects in materials and workmanship for the warranty period set forth on the face of the applicable quote/order acknowledgement or mutually agreed and confirmed in writing between Seller and Buyer. Seller warrants that it will provide any Services consistent with industry standards. This is the only warranty made by Seller with respect to the Products or Services, and SELLER MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS AND SERVICES. Buyer assumes all risk and liability resulting from the use of the Products and acknowledges and agrees that Products and all installations, repairs and adjustments should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation.

卖方的质量保证仅限于交货时或在保修期内不符合相干发布的或双方书面确认的规格的产品或其零部件。卖方的质量保证责任仅限于依卖方自行决定并由卖方免费予以维修或更换产品零部件或整机。若卖方提供的服务不符合行业标准的, 其质量保证责任限于重做服务。卖方更换系统 (以及部件) 可包含经修复或翻新的零部件。维修或更换后的产品或其零部件的保修期为产品原始保修期剩余期限。对于因使用不当、疏忽、意外事故或未经卖方授权进行开箱、安装、维修或调整造成的损害, 卖方不承担任何质量保证责任。

Seller’s sole and exclusive obligation with respect to any Product or part which, upon delivery or at any time during the warranty period, is not in conformity with Coherent’s published specifications or the specifications mutually agreed upon and confirmed in writing between Seller and Buyer, shall be to repair or replace such Product or part at Seller’s sole discretion and expense. Where Seller provides Service not in conformity with the industry standards, Seller’s obligation is limited to re-performing the Service. Replacement systems (and components) may contain reconditioned or refurbished parts. Repaired or replacement Products or parts are warranted only for the remaining unexpired portion of the original warranty period applicable to the Products. Seller shall not be responsible under this warranty for any damage due to improper use, negligence or incident or arising from any unpacking, installation, repair or adjustment unauthorized by Seller.

3. **责任范围** 卖方因合约条款项下的交易或与该等交易有关的事项而产生的责任总和不应超过买方就导致卖方责任的产品或服务所已经

向卖方支付的采购价款之金额。除卖方因产品质量缺陷而需承担法定责任外，对合约条款所述产品或所提供的设计、制造、送达和/或销售而产生的任何人身伤害、财产损失或其他损失，包括直接损失及间接损失（包括但不限于利润或营业额的损失、重置成本），在任何情况下卖方都不承担任何责任。

Limitation of Liability. Seller's aggregate liability arising out of or in connection with the transaction contemplated under the Terms shall not exceed the total amount paid by Buyer to Seller for the Products or Services actually giving rise to such liability. WITH THE EXCEPTION OF STATUTORY OBLIGATIONS RELATED TO PRODUCT DEFECTS, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT OR INDIRECT BODILY INJURIES, PROPERTY DAMAGES, OR OTHER DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR REPLACEMENT COST FOR THE DESIGN, MANUFACTURE, DELIVERY, AND/OR SALE OF THE PRODUCTS OR PERFORMANCE OF THE SERVICES UNDER THE TERMS.

4. 检验 除非卖方报价另有规定，产品应以工厂交货（Ex Works），制造商工厂（国际贸易术语 2020）。产品所有权及货损的风险应在产品在制造商工厂或卖方仓库交付至指定承运人时从卖方转移至买方。买方在收到产品时，应当对产品的数量、规格、外观及时地进行检验。买方对产品的检验不应影响产品所有权的转移。买方检验后发现产品数量、规格、外观不符合合约条款约定的，应当立即书面通知卖方。产品质量异议期为 30 天，自买方收到产品之日起算。在该质量异议期内买方所声称的产品缺陷或不合格应受限于适用的质量保证约定。若买方收到产品后 30 天内未对产品进行检验、或未书面告知卖方产品有缺陷或不符合约定规格的，则视为买方已对产品检验合格并接受。

Inspection. Unless otherwise specified in the Seller's quote, Products shall be shipped to Buyer Ex Works, manufacturer's factory (Incoterms 2020). Title and risk of loss for the Products shall pass from Seller to Buyer upon delivery of the Product to the designated shipping carrier at manufacturer's factory or Seller's warehouse location. Upon receipt of the Products, and without impairing or impacting the transfer of title to the Products, Buyer will timely inspect the quantity, specification and appearance of the Products. Buyer shall immediately notify Seller in writing of any nonconformity in terms of quantity, specification and appearance of the Products within 30 days from Buyer's receipt of the Products. Any alleged defect or nonconformity set forth on Buyer's notice to Seller within this time period shall fall under the applicable warranty. Failure of Buyer to inspect the Products or give written notice to Seller of any alleged defect or nonconformity within such 30 days of receipt shall be deemed that the Products have passed the inspection and accepted by Buyer.

5. 唯一条款 合约条款构成双方之间的整体合同，且仅可由双方的授权代表以书面方式修改。卖方将不受买方提交的任何修改或排除任何合约条款的协议或其他文件的约束。

Sole Terms. The Terms represent the entire agreement between the parties, and the Terms may only be modified in writing by authorized representatives of the parties. Seller will not be bound by any agreement or other document submitted by Buyer which amends or excludes any of the Terms.

6. 不可抗力 “不可抗力事件”是指超出一方控制范围的事件，且导致一方不能履行其合同义务，包括但不限于自然灾害、战争、暴乱、叛乱、革命或其他民众骚乱、政府或其他监管行为、政府停摆、进出口国（含原产地）之间贸易争端、禁运、罢工或闭厂、检疫隔离、流行病、传染病或其他公共卫生事件（包括由此导致或与此相关的任何政府管制措施或行动）、无法获得原材料、配件、能源、生产服务或设施或以商业合理条款获得运输服务、或超出该方合理控制范围的其他事件。如果不可抗力事件发生，受不可抗力影响一方对另一方可能因该等履行不能或履行延迟遭受的任何损害、增加的费用或损失都不承担责任，该等履行不能或履行延迟不应被视为违反合约条款。

Force Majeure. "Event of Force Majeure" means an event beyond the control of a party, as a result of which the party is unable to perform its obligations hereunder, including but not limited to natural calamities, war, riot, rebellions, revolutions or other civil commotion, governmental or other regulatory actions, government shutdown, trade disputes between import and export countries or regions (including origins), embargo, strikes or lockout, quarantines, pandemics, epidemics or public health hazards (including any resulting or related governmental control measures or actions), inability to obtain materials, components, energy, manufacturing services or facilities, or transportation on commercially reasonable terms, or other events beyond the reasonable control of such party. If an Event of Force Majeure occurs, the party affected by the Event of Force Majeure shall not be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of the Terms.

7. 无默示权利 就相干根据合约条款所出售的产品和服务，或相干生产的其他产品或提供的其他服务，相干特此保留其与该等产品和服务中相关的全部规格、涉及、工程细节、发现、发明、专利、版权、商标、商业秘密以及其他知识产权。相干出售任何产品和服务均不应被视为或解释为相干对其享有的知识产权做出任何形式的许可或授予。若卖方向买方出售的产品中含有操作软件，则受限于合约条款的约定，相干向买方授予非独家的、不得再许可及再转让的有限许可，许可买方使用或销售相干产品中的操作软件（仅限于机器代码）。

**No Implied Rights.** Coherent retains all rights in and to specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights relating to the Products and Services sold under the Terms, and any other products and services manufactured by Coherent. Sale of any products and services by Coherent shall not be deemed or construed as a license or grant of any intellectual property rights of Seller in any way whatsoever. For operating software embedded in the Product sold to Buyer, subject to and conditioned on the Terms, Coherent grants to Buyer a non-exclusive, nontransferable, non-sublicenseable, limited license to use and distribute such software (in machine code only) solely as incorporated in Coherent products.

8. **保密信息** 所有相干提供给买方的信息均应视为保密信息。所有该等保密信息均应根据相干与买方签署的保密协议项下的条款予以保密。若双方未另行签署保密协议，则买方知道或应当知道的相干非公开信息均为保密信息，包括但不限于定价及交付时间信息。该等信息均为相干的财产，买方仅能在使用根据合约条款所购买的产品及服务所需的范围内使用、复制或披露该等信息，且买方不得为了任何其它目的而使用、复制或披露该等信息。

**Confidential Information.** All information provided by Coherent to Buyer shall be deemed confidential information. All such confidential information of Coherent will be treated as confidential pursuant to the terms of the applicable nondisclosure agreement between Coherent and Buyer. If there is no separate nondisclosure agreement in place, all nonpublic information that Buyer knows, or should know, is confidential to Coherent, including, but not limited to, pricing and lead-time information, will remain the property of Coherent and may be used, reproduced and disclosed by Buyer only to the limited extent necessary to use the applicable Products and Services purchased under and in accordance with these Terms. Buyer shall not use, reproduce, or disclose Coherent's confidential information for any other purpose.

9. **生效** 买方将在以下情况下接受（或视为接受）合约条款：（1）买方书面接受合约条款，（2）买方就任何产品或服务支付全部或部分对价，或者（3）买方就任何产品或服务进行收货。

**Effectiveness.** Buyer will have accepted (and will be deemed to have accepted) the Terms if Buyer does any of the following: (a) accepts the Terms in writing, (b) pays (in part or whole) for any Products or Services, or (c) receives delivery of any Products or Services.

10. **出口控制** 买方同意遵守适用的全部法律、法规和行政规章。在不影响前述一般性原则适用的前提下，买方表示其通晓美国、中国及其他相关地区关于环境以及从美国、中国或其他相关地区进口、出口或再出口有形或无形产品的法律、法规和要求，并同意按照所适用的全部环境法规及任何类似或其他规章、进口及出口法规进行活动。如买方违反任何适用法律或法规，相干可以中止履行。买方将提供卖方为遵守适用法律所要求的任何额外文件。买方进一步确认并同意合约条款项下的销售仅具有为向最终目的地国出口、供合约条款所指定的最终收货人或最终客户使用而获得的授权。除非卖方报价单或订单确认中另有说明，买方为最终收货人或最终客户，且买方注册国为最终目的地国。未经当地法律法规的先行批准，不得将产品以原始形态或与其他物品组合后向任何其他国家或最终收货人/最终客户以外的任何其他人士进行转售、转让或以其他方式处置。另外美国具有禁止向被禁运和制裁的国家或出于被禁止的最终用途销售相干货物的再出口法律。请查看报价单及/或订单确认中的 ECCN 编号。如贵司在出口前需要任何有关 ECCN 的详细信息，请联系相干。

**Export Control.** Buyer agrees that it will comply with all applicable laws, regulations, and administrative rules. Without limiting the generality of the foregoing, Buyer represents itself to be knowledgeable as to the United States, the People's Republic of China and other relevant laws, regulations and requirements regarding the environment and the export, import or re-export of Products, whether tangible or intangible, from the United States of America, the People's Republic of China or elsewhere, and agrees to conduct its activities in accordance with all applicable environmental regulations and any similar or other rules, and import and export regulations. Coherent may suspend performance if Buyer is in violation of any applicable laws or regulations. Buyer will provide any additional documentation required by Seller for compliance with applicable laws. Buyer further acknowledges and agrees that the sale hereunder is authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. Unless otherwise stated in Seller's sales quotation or order acknowledgement, Buyer is the ultimate consignee or end-user and the country in which Buyer is incorporated is the country of ultimate destination. The Products may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the local country laws and regulations. The United States also has re-export laws that prohibit the sale of Coherent goods to embargo and sanctioned countries or for prohibited end use. Please review the quote and/or order acknowledgement for the ECCN number. Contact Coherent for any ECCN details as required by your company before exporting.

11. **法律适用** 合约条款应适用中华人民共和国的法律。

Governing Law. The Terms shall be governed by the laws of the People's Republic of China.

12. 争议 双方之间因合约条款或与合约条款相关的事项而产生的任何争议，如不能通过双方之间善意协商解决的，应当由中国国际经济贸易仲裁委员会在北京依据其当时有效的仲裁规则进行仲裁。该等仲裁裁决对双方而言应当是终局的、有约束力的。

Disputes. Any dispute between the parties arising out of or relating to the Terms which is not resolved through good faith negotiations between the parties, shall be referred to binding arbitration in Beijing at the China International Economic and Trade Arbitration Commission to be conducted under its arbitration rules then in effect. The arbitration award shall be final and binding on the parties.