

TERMS AND CONDITIONS OF SALE
销售条款和条件

1. GENERAL PROVISIONS.

一般规定。

- a. The Parties agree to these General Terms and Conditions (the “General Terms”).
双方同意适用本通用条款和条件（以下简称“通用条款”）。
- b. “**Supplier**” means Coherent Corp., and any of its Affiliates, subsidiaries, successors, or assigns. “**Affiliates**” of a Party include that Party’s subsidiaries, entities in which it owns at least 30% of the voting shares, and other entities that it controls. “**Buyer**” means the entity identified in a Purchase Order. “**Products**” means all the products that Supplier supplies to Buyer. “**Purchase Order**” means a purchase order issued by Buyer for the supply of Products, which may be a written or electronic document, and may also include particular shipping instructions and other specifications required by Buyer. Words and terms of inclusion, like “including,” are not limiting. Upon acceptance of a Purchase Order, the General Terms apply.
“**供应商**”系指高意集团及其附属公司、子公司、继承人或受让人。“**附属公司**”系指一方拥有超过 30% 投票权的子公司或其他控制实体。“**买方**”系指采购订单中确定的实体。“**产品**”系指供应商向买方提供的所有产品。“**采购订单**”系指买方为产品供应发出的采购订单，可能是书面或电子文件，也可能包括特定装运说明和买方要求的其他规格。包含的词汇和术语，如“包括”，应指包含但不限于。供应商接受了采购订单则同意适用本通用条款。
- c. The General Terms do not create any obligation by Supplier to provide Products to Buyer, except as described in a Purchase Order, or for Buyer to purchase Products exclusively from Supplier.
除采购订单中的描述外，本通用条款不构成任何供应商向买方提供产品的义务，或者买方仅从供应商处购买产品的义务。
- d. Different or supplemental terms or conditions, whether they are contained in an acknowledgment of a Purchase Order, an invoice, or otherwise, are not binding on Buyer, and Buyer rejects them. The General Terms may be modified or supplemented only by a written document duly signed by Buyer and Supplier.
与本通用条款不同的或补充的条款或条件，不论是否包含在采购订单确认书、发票或其他文件中，对买方均不具约束力，买方拒绝履行。本通用条款只能经买方和供应商正式签署的书面文件修改或补充。

2. PURCHASE OF PRODUCTS.

产品购买。

- a. Subject to the General Terms, Supplier agrees to sell and Buyer agrees to buy the Products that Buyer describes in the Purchase Orders Buyer issues from time to time and that Supplier accepts.
根据本通用条款，供应商同意出售而买方同意购买买方不时发布的采购订单中描述的且供应方接受的产品。
- b. A Purchase Order will become binding upon acceptance by Supplier. Each Purchase Order is deemed to be accepted by Supplier upon the first of the following to occur: (i) Supplier accepts it in writing; or (ii) Supplier begins performance under the Purchase Order.
供应商接受采购订单后即具有约束力。以下任一情况发生则视为供应商接受采购订单：（i）供应商以书面方式接受采购订单；（ii）供应商开始履行采购订单。
- c. Buyer may provide Supplier a forecast of anticipated Product purchases. Except as the Parties otherwise agree, all forecasts are non-binding on Supplier and Buyer and Buyer may purchase in excess of the quantities specified in a forecast. Supplier will notify Buyer of any anticipated inability to satisfy a forecast within a reasonable time of determining such inability.

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买方可向供应商提供预期产品采购预测。除非双方另有约定，所有预测均不对供应商和买方具有约束力，买方可购买超过预测中说明的数量。如果预计无法满足采购预测，供应商应在确定无法实现该采购预测的合理时间内通知买方。

- d. Supplier has the right but not the obligation to accept all Purchase Orders that are consistent with the forecast (if provided) for the applicable Product.

供应商有权但无义务接受与预测（如提供）一致的适用产品的所有采购订单。

- e. Supplier will use its best efforts to obtain and clearly reference Supplier's Purchase Order number on Supplier's invoice for Products under that Purchase Order; provided however, Supplier's failure to do so will not constitute a breach of this Agreement. Buyer may not consider invalid any invoice that does not contain a correct Purchase Order number.

供应商将尽最大努力取得供应商采购订单编号，并在供应商关于采购订单内产品的发票中清晰列明；但供应商未能列明的并不构成对本协议的违反。对于不包含正确采购订单编号的发票，买方不可视为无效。

- f. In the event of a Force Majeure or shortage in materials, supplies, personnel, or any other item that may disrupt Supplier's ability to supply all the Products under a Purchase Order, Supplier will attempt to fulfill Purchase Orders no less favorably than any other customer of Supplier. Supplier will provide Buyer with as much notice as reasonably possible if it anticipates or has reason to believe that Supplier's output of the Product will not be sufficient to meet all of Buyer's requirements for any period.

如果发生不可抗力事件或出现材料、供应品、人员或任何其他物项的短缺，从而可能破坏供应商供应订单项下所有产品的能力，供应商履行买方的采购订单的优先性不可低于供应商的其他客户。如果供应商预期或有理由相信供应商产量不足以满足买方需求，供应商应在合理可能情况下尽早通知买方。

3. PURCHASE ORDER CHANGES AND CANCELLATION.

采购订单变更和取消。

- a. Buyer reserves the right at any time to modify or cancel a Purchase Order upon fifteen calendar days' notice to Supplier.

买方可提前十五个日历日通知供应商修改或取消采购订单。

- b. Buyer may reschedule Products in any Purchase Order without charge, by giving notice to Supplier no later than ten business days before the scheduled shipping date.

买方可免费重新安排采购订单中的产品的时间，但应在预定装运日期十个工作日之前通知供应商。

- c. Buyer may change the delivery destination for Products in any Purchase Order, by giving notice to Supplier no later than ten business days before the scheduled shipping date and will pay any additional shipping costs required due to the change in destination.

买方可更改采购订单中的产品运送目的地，但应在预定装运日期十个工作日之前通知供应商，并支付因运送目的地变更而需要的任何额外运费。

- d. Buyer may cancel a Purchase Order at any time by giving fifteen calendar days' notice to Supplier, and Supplier will immediately cease all further work in connection with that Purchase Order.

买方可提前 15 个日历日随时通过向供应商发出通知取消采购订单，供应商应立即停止与该采购订单相关的所有进一步工作。

- e. Supplier will not charge Buyer for cancellations outside of the Product's standard lead time, or 30 calendar days before delivery, whichever is shorter; except that: (i) for Supplier's off-the-shelf products, Supplier may invoice

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Buyer for cancelled Products it cannot sell to its other customers after good faith efforts to do so for at least one month from the date of Buyer's cancellation. Supplier will invoice Buyer within 30 calendar days after the one-month period; and (ii) for Buyer-unique products, Supplier will use its best efforts to return or re-use raw materials purchased for the cancelled Purchase Order. If neither returning nor re-using the raw materials is possible, Supplier will charge Buyer for such raw materials.

产品的标准交货期前或交货前 30 个日历日，二者以较短者为准，供应商不收取买方取消采购订单的费用；以下情况除外：（i）对于供应商的现成产品，如供应商能够证实，自买方取消订单之日起一个月内经善意努力后仍无法售予其他客户，则供应商可向买方收取费用；供应商必须在一个月后 30 个日历日内向买方收取费用。（ii）对于被取消采购订单下的专供买方产品的原材料，供应商将尽最大努力退货或重新使用；如果原材料无法退货或重新使用，供应商将就該等原材料向买方收费。

- f. Supplier may invoice Buyer within 30 calendar days after the date of Purchase Order cancellation at a charge equal to: (i) Supplier's cost for raw materials that it could not return, re-use, or sell, and (ii) a pro-rata share of the Product price based on percentage completion of the cancelled Product for work-in-progress.

供应商可在采购订单取消后 30 个日历日内向买方收取以下费用：（i）供应商无法退货、重新使用或出售的原材料成本，和（ii）与已取消产品中半成品实际完成比例同比例的产品价格。

- g. If Buyer pays an invoice that includes cancelled Product, Supplier will ship, at Buyer's cost, all Product and work-in-progress that is the subject of that invoice to the location that Buyer specifies within ten business days from receipt of payment from Buyer.

如果买方支付了已取消的产品的相关发票，供应商应在收到款项后的十个工作日内将发票中包含的全部产品和半成品发送到买方指定的地点，相关费用由买方承担。

4. PURCHASE PRICES AND TERMS OF PAYMENT.**购买价格和付款条件。**

- a. Supplier will review Product pricing no less frequently than quarterly and may increase or reduce prices to account for any material variations on the market prices of components, parts and raw material used in the Product.

供应商应至少每季度审视产品价格，并可能提高或降低价格，以体现产品中所使用的部件、零件和原材料市场价格的重大变化。

- b. Unless otherwise specified in a Purchase Order, Buyer will pay all properly invoiced amounts due to Supplier within 30 calendar days after receipt of the invoice, except for amounts that Buyer disputes. The Parties will try in good faith to promptly resolve all invoice-related disputes. Supplier will continue to perform its obligations under all Purchase Orders while an invoice-related dispute is pending. Payment of an invoice is evidence that any Products meet the requirements of the General Terms, or a Purchase Order.

除非采购订单另有规定，买方在收到发票后的 30 个日历日内向供应商支付所有正确的发票金额，有争议款项除外。双方将诚意尽快解决所有与发票有关的争议。发票有关的争议未解决时，供应商仍应继续履行其采购订单项下所有义务。买方支付发票视为产品符合本通用条款或采购订单的要求。

- c. Buyer may not set off amounts that Supplier owes to Buyer against amounts Buyer owes to Supplier.

买方不得将供应商的所欠款项用于抵销买方对供应商的所欠款项。

5. SHIPMENT, DELIVERY AND ACCEPTANCE BY BUYER.**装运、交付和买方接受。**

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- a. Unless otherwise specified in a Purchase Order, all Products purchased by Buyer from Supplier must be shipped FCA Shipper's Site (Incoterms 2010) to the destination specified by Buyer in each Purchase Order ("**Buyer's Destination**"). Supplier will follow reasonable shipping instructions provided by Buyer, and will properly and carefully package the Products for shipment. Title to and risk of loss of the Products will pass to Buyer when Supplier delivers of the Products to a carrier for shipment to Buyer's destination. After that, any loss or damage to the Products will not relieve the Buyer from its payment obligation. Notwithstanding the passage of title, Supplier will retain a security interest and right of possession in the Products until Buyer has made irrevocable payment in full.
除非采购订单另有规定，否则买方从供应商处购买的所有产品必须运至 FCA 承运人站点（国际贸易术语 2010），由承运人运至每份采购订单（以下简称“买方目的地”）中买方指定目的地。供应商应遵循买方提供的合理运输指示，并将妥善谨慎包装产品出货。当供应商将产品交付给承运人（负责运至买方指定地点）时，产品的所有权和风险转移至买方。此后，产品的任何损失或损害将不能免除买方的付款义务。尽管所有权已经转移，在买方不可撤销地全额支付款项之前，供应商仍将保留供货产品的担保权益和占有权。
- b. Supplier will use its best efforts to identify all items shipped to Buyer with Buyer's Purchase Order number and any Purchase Order item number or other identification number shown. Supplier will use its best efforts to complete all transport and custom documentation ("Shipping Documents") accurately and completely, but will not be responsible for the completeness or accuracy of information provided by Buyer.
供应商将尽最大努力识别所有运送至买方的物品，物品应标注采购订单编号和采购订单产品编号或其他标识号码。供应商将尽其最大努力准确和完整地全部产品运输和海关文件（以下简称“**运输单据**”），但不对买方提供的信息的完整性或准确性负责。
- c. Buyer has five calendar days to inspect and accept or reject the Products after Buyer receives them at Buyer's Destination. After that, Buyer is conclusively deemed to have accepted them. If Buyer rejects, or revokes acceptance of any Products, Supplier will promptly replace or correct, at Buyer's option, any unsatisfactory units at Supplier's expense, including all shipping and replacement costs, unless Supplier rejects rejection or revocation of acceptance.
买方于买方目的地收到产品后有权在 5 个日历日内检验、接受或拒绝产品。在此之后，视为买方已接受产品。如果买方拒绝或撤销接受相关产品，除非供应商拒绝该等拒收或撤销接受，否则供应商应在买方决定下立即更换或修理买方认为不符合要求的产品，费用由供应商承担，包括所有运输和更换费用。
- d. When Supplier is responsible for export or import of Product, Supplier will obtain all export, re-export, and import authorizations and permits necessary to fulfill all applicable government requirements relating to the shipment of the Product.
供应商负责产品进出口时，供应商应取得必需的所有出口、再出口和进口授权和许可证，以满足与产品运输有关的所有可适用的政府要求。
- e. At Buyer's request, Supplier will provide Buyer for each Product the: country of origin, import tariff classification number, export classification number, information as to whether or not the Product is classified under the U.S. Munitions List (22 C.F.R. 121), and all other information Buyer reasonably requests for import, export or distribution of the Product.
应买方要求，供应商应向买方提供产品的下列信息：原产国、进口关税分类号、出口分类号、产品是否归入美国军需品清单（22 C.F.R. 121）以及买方合理要求的关于产品进出口或分销的所有其他信息。

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6. WARRANTIES.

保证。

- a. Supplier represents and warrants to Buyer that: (i) the services provided in connection with a Product will be provided in a competent, professional manner, in accordance with the general standards and practices of Supplier's industry; (ii) all Products will be free from defects in materials and workmanship, and will be merchantable and fit for their particular purpose; (iii) all Products will conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the General Terms, and any relevant Purchase Order; (iv) all Products will be manufactured, produced, labeled, furnished, and delivered to Buyer in full and complete compliance with all applicable laws and regulations; and (v) no Product will infringe or misappropriate any intellectual property rights. If Buyer requests, Supplier will provide all information, documents, and certifications that Buyer reasonably requires to evidence Supplier's compliance with Supplier's warranties.

供应商向买方保证并声明：（i）根据供应商行业的通用标准和实践以合格、专业的方式提供产品和服务；（ii）所有产品材料和工艺都没有缺陷，产品是适销的，且符合特定目的；（iii）所有产品都符合并执行本通用条款和相关采购订单中提及的所有规范、图纸、样品和其他要求；（iv）在发货时，所有产品均无留置权、担保权益或产权负担，包括保留所有权或其他保证付款的权利；（v）所有产品都完全根据所有可适用的法律和法规制造、生产、贴标、提供并交付给买方；（vi）产品不侵犯或盗用他人知识产权。如果买方要求，供应商应提供买方要求的所有合理信息、文件和证明，以证明符合供应商的保证。

- b. THE WARRANTIES STATED IN SECTION 6(a) ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERMS OF SECTION 6(a) OF THIS AGREEMENT. THESE WARRANTIES SHALL NOT APPLY TO ANY PRODUCTS OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY SELLER.

第 6（a）条所述的保证明确取代所有其他明示或默示的保证，包括对适销性、适用于某一特定目的、不侵权的保证，以及供应商的所有其他义务或责任。供应商既不承担也不授权任何其他人承担与本协议有关的任何其他责任。不存在超出本协议第 6（a）条条款范围的任何保证。本保证不适用于发生事故、疏忽、更改、滥用或误用的任何产品或其任何部分。供应商不对非由供应商提供的附件或部件作出任何保证。

7. COMPLIANCE WITH LAWS.

法律遵从。

- a. Supplier represents and warrants to Buyer that Supplier is, and during the Term will be, in compliance with all applicable laws and regulations governing the activities contemplated by the Agreement. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents, and permits reasonably required to carry out its obligations under all Purchase Orders, and the General Terms.

供应商向买方保证并声明遵守本通用条款所涵盖的所有活动适用的法律和法规。供应商已按法律要求取得履行其采购订单和通用条款下全部义务所需的执照、许可证、授权、同意书和许可，并保持有效。

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- b. Supplier represents to Buyer, that Supplier is, and the Products are, in compliance in all material respects with all applicable laws, regulations, statutes, and ordinances of all governmental entities which regulate any material because it is radioactive, toxic, hazardous, or otherwise a danger to health, reproduction, or the environment ("Hazardous Regulations").

供应商向买方声明，供应商和产品在所有材料上均实质上符合所有政府实体的所有适用的，对任何具有放射性、毒性、危险性或其他危害健康、生殖或环境材料进行监管的法律、法规、法令和条例（“**有害物质管理法规**”）。

- c. Supplier represents and warrants that all Products it delivers to Buyer are DRC Conflict Free, as defined by and consistent with the U.S. Securities and Exchange Commission's final rule on Conflict Minerals, 17 C.F.R. Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Supplier must furnish information that Buyer reasonably requests to support its representations under this subsection, including written certification.

供应商声明并保证，其提供给买方的所有产品均无 DRC 冲突，定义见美国证券交易委员会根据“多德 - 弗兰克华尔街改革和消费者保护法”第 1502 条颁布的关于冲突矿物的最终规定 17 C.F.R.240 和 249（b），并与该最终规定保持一致。供应商应提供买方合理要求的支持其本款下陈述的信息，包括书面证明。

8. CONFIDENTIAL INFORMATION.**保密信息。**

- a. A Party (the "**Discloser**") may disclose "**Confidential Information**" to the other Party (the "**Recipient**"). "**Confidential Information**" is all information that the Discloser marks confidential or that a reasonable business person would consider confidential.

一方（以下简称“**披露方**”）可向另一方披露“**保密信息**”（以下简称“**接受方**”）。“**保密信息**”系指披露方标注为保密或商务人士合理认为应保密的信息。

- b. Recipient may use Confidential Information only for the purpose of buying and selling Products under the General Terms and related Purchase Orders (the "**Purpose**"). Recipient must use a reasonable degree of care to protect Confidential Information and to prevent unauthorized use or disclosure. Recipient may share Confidential Information with its, or any of its employees, directors, agents, or third party contractors, who need to know it in connection with the Purpose, and who have agreed in writing to keep confidential Discloser's Confidential Information, or information of a type that would include Discloser's Confidential Information.

保密信息的接收方仅可将保密信息用于根据本通用条款和相关采购订单购买和销售产品之用途（以下简称“**用途**”）。接收方必须以合理程度的谨慎保护保密信息并防止未经授权的使用或披露。接收方仅可在必要的基础上，向已经以书面方式同意履行同等保密义务的相关员工、董事、代理人或第三方承包商披露与用途有关的保密信息。

- c. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A Party is permitted to disclose Confidential Information when compelled to do so by law if that Party provides reasonable prior notice to the other Party (unless a law or court order bars giving notice).

保密信息不包括以下信息：（a）从披露方处收到之前，接收方已知而没有限制的信息；（b）非接收方过错所致公开可用的信息；（c）接收方从无保密义务的第三方处合法获得信息；或（d）接收方独立开

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发的信息。一方在合理事先通知另一方的情况下（除非法律或法院命令禁止发出通知），允许依法强制披露保密信息。

- d. Unless otherwise provided for under this agreement, each Party has a duty not to disclose the existence of this agreement, the Purpose, or the nature of the parties' business dealings with each other, without the other Party's prior, written consent.

除非本协议另有约定，未经对方事先书面同意，各方均有义务不披露协议的存在、用途或双方业务往来的性质。

- e. If a Party breaches this provision, the other Party may seek injunctive and other equitable or similar relief. The parties waive any requirement to post bond, or prove actual damages, in connection with seeking this relief.

如果一方违反这一规定，则另一方可能会寻求禁令和其他衡平法救济或类似救济。在法律允许的情况下，双方放弃要求寻求该救济所需担保金或实际损害证明。

- f. After performance related to the final Purchase Order issued under the General Terms is concluded: (i) Recipient's duty to protect Confidential Information that is disclosed hereunder expires five years thereafter, and (ii) the Recipient must destroy or return the Discloser's Confidential Information to the Discloser, except Confidential Information that is automatically stored on a backup system in the ordinary course of business. Confidential Information that is retained and stored remains subject to the same confidentiality and use limitations of this agreement even after its termination.

根据本通用条款发布的最终采购订单履行完毕后：（i）接收方保护此处披露的保密信息的义务于此后五年到期；（ii）接收方必须销毁披露方的保密信息或退还给披露方，但在正常业务过程中自动存储在备份系统中的保密信息除外。即使协议终止后，保留和存储的保密信息也应受到保密义务和使用限制约束。

- g. To the extent Supplier and Buyer are parties to a non-disclosure agreement that addresses the exchange of competitively sensitive information of Buyer, such non-disclosure agreement will govern. In the event the transaction between Supplier and Buyer includes the sale of CO2 laser optics, Supplier shall treat any customer competitively sensitive information in accordance with the relevant Binding Unilateral Policy Statement which can be found at <https://www.coherent.com/company/investor-relations/coherent-transaction>.

如果供应商和买方签署了涉及交换买方竞争性敏感信息的保密协议，则以该保密协议为准。如果供应商和买方的交易包括二氧化碳激光光学器件的销售，供应商处理客户的任何竞争性敏感信息，应遵循相关的具有约束力的单边政策声明。该政策声明可以在如下网址找到：<https://www.coherent.com/company/investor-relations/coherent-transaction>。

9. INDEMNIFICATION.

保障。

- a. Supplier will indemnify and hold Buyer harmless from and against all liabilities, costs, losses, or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with any of the following: (i) Supplier's gross negligence or willful misconduct; or (ii) use of Products by Buyer as intended by Supplier, including any allegation that a Product infringes or misappropriates any intellectual property right of a third party.

供应商应赔偿买方，并使其免受由于以下任一因素导致或与之有关的买方发生或承担的所有责任、成本、损失或费用，包括合理的律师费：（i）供应商重大过失或故意不当行为；或（ii）买方按照预期目的使用产品时，被指控侵犯或盗用第三方知识产权。

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- b. Buyer will notify Supplier in writing of any claim, act, or allegation, promptly after learning of it, and will assist and cooperate in its defense or settlement. Defense and settlement will be at Supplier's sole expense, and Supplier will pay all damages and costs awarded against Buyer as a result of any arbitration, suit or proceeding.
买方应在得知索赔、诉讼或指控后立即书面通知供应商，并协助和配合其辩护或和解。辩护或和解费用由供应商独自承担，供应商还应向买方支付由于仲裁、诉讼或法律程序而产生的所有损害赔偿和费用。
- c. Buyer will indemnify and hold Supplier harmless from and against all liabilities, costs, losses, or expenses, including reasonable attorneys' fees, incurred or suffered by Supplier as a result of or in connection with Buyer's gross negligence or willful misconduct.
买方将对供方由于买方的重大过失或故意不当行为或与之相关而招致或遭受的所有责任、成本、损失或支出（包括合理的律师费），进行赔偿并使供方免受损害。
- d. Supplier will notify Buyer in writing of any claim, act, or allegation, promptly after learning of it, and will assist and cooperate in its defense or settlement. Defense and settlement will be at Buyer's sole expense, and Buyer will pay all damages and costs awarded against Supplier as a result of any arbitration, suit or proceeding.
供应商应在得知索赔、诉讼或指控后立即书面通知买方，并协助和配合其辩护或和解。辩护或和解费用由买方独自承担，买方还应向供应商支付由于仲裁、诉讼或法律程序而产生的所有损害赔偿和费用。

10. LIMITATION OF LIABILITY.

责任限额。

- a. Except as set forth in Section 10.c. below, each Party's maximum aggregate liability for all claims relating to a Purchase Order, the General Terms, whether for breach of contract, breach of warranty, indemnification, or in tort is limited to the greater of (i) one time the amount Buyer actually paid to Supplier during the previous consecutive six months immediately prior to the claim, or (ii) US \$1,000,000.00.
除下文第 10.c 节规定外，各方在采购订单或通用条款下有关索赔的最大累计责任仅限于（不论是否违约、违反保证、赔偿或侵权行为）（i）买方在索赔前的连续 6 个月内实际支付给供应商的金额的 1 倍，或（ii）1,000,000.00 美元，以金额较大者为准。
- b. Except as set forth in Section 10.c. below, in no event will either Party be liable for any indirect, punitive, special, exemplary, incidental, or consequential damages in connection with or arising out of a Purchase Order, or the General Terms (including loss of business, revenue, profits, goodwill, or other economic advantage), however they arise (breach of contract, breach of warranty, or in tort, including negligence, or otherwise), even if such Party was previously advised of the possibility of such damages, and whether or not the damages are foreseeable.
除下文第 10.c 节规定外，任何情况下，任一方均不承担与采购订单或通用条款相关或由此产生的间接、惩罚性、特殊、惩戒性、附带的或后果性损害赔偿（包括业务、收入、利润或其他损失），不论该损害赔偿如何产生（违约、违反保证或侵权行为，包括过失或其他方式），即使此前一方被告知可能存在该种损害，以及不论损害是否可预见。
- c. The limitations in 10.a. and 10.b. do not apply to a Party's liability for: (i) death or personal injury resulting from its own acts or omissions; (ii) its own breach of confidentiality obligations; (iii) its own indemnification obligations; or (iv) its own gross negligence or willful misconduct.
10.a.和 10.b.中的赔偿限额不适用于以下情况的一方赔偿责任：（i）由于其作为或不作为而导致的死亡或人身伤害；（ii）其违反保密义务；（iii）本协议下约定的保障义务；或（iv）重大过失或故意不当行为。

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11. INSURANCE.

保险。

- a. Supplier will, at its own expense, carry and maintain insurance in full force and effect with financially sound and reputable insurers, which includes: (i) commercial general liability (including product liability) in a sum no less than US\$1,000,000 for each occurrence and US\$3,000,000 in the aggregate; (ii) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by a Purchase Order; and (iii) if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Purchase Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of those vehicles, with limits of no less than US\$1,000,000.

供应商应自行承担费用向财力雄厚、信誉良好的保险公司购买并持有相关保险，包括：（i）单一事故限额不低于 1000,000 美元，总额不低于 3,000,000 美元的商业综合责任保险（包括产品责任）；（ii）采购订单所在管辖区法律规定的工人赔偿保险；和（iii）如果供应商提供和/或执行订单时使用或提供机动车辆使用，则应投保汽车（机动车辆）保险，涵盖因使用这些车辆而引起的人身伤害和财产损失的所有责任，保险金额不低于 1,000,000 美元。

- b. If Buyer so requests, Supplier will list Company as an "additional insured" or a "loss payee," as appropriate, on these policies and provide proof that it has done so, and provide proof that all insurance policies required under this Agreement are "claims occurrence" policies.

应买方要求，供应商应在相关保险中将买方列为“附加被保险人”或“赔款受领人”，并提供相关保险凭证，并同时证明本协议下保险均为“事故发生制”保险。

12. MISCELLANEOUS.

其他。

- a. For Buyer to assess Supplier's performance under the General Terms, including Supplier's compliance with respect to pricing, specifications, warranties, and certifications, The costs of any audit will be paid by Buyer, unless the audit reveals material nonconformance by Supplier, in which case Supplier will promptly reimburse Buyer for the reasonable costs of the audit within 30 calendar days after Buyer requests reimbursement.

买方根据通用条款评估供应商履约情况时，包括供应商对定价、规格书、保证和认证的遵守情况。审核费用由买方支付，除非审核结果显示供应商的重大不符合项，在这种情况下，供应商应收到买方通知的三十个日历日内向买方偿付合理的审核费用。

- b. Supplier will notify Buyer whenever Supplier has knowledge of an actual or potential delay to the timely performance of a Purchase Order.

供应商知悉实际或可能延迟履行采购订单时应通知买方。

- c. The General Terms, along with any other written agreement signed by the Parties contemporaneously with, or after execution of, the General Terms, comprise the complete understanding and contract between Supplier and Buyer with respect to their subject matter, and supersede any prior written or oral understandings on the same subject, except for an active NDA between the Parties. No purported amendment, modification or waiver of a provision will be binding on Buyer unless it is in a written document signed by an authorized representative of Buyer. Any waiver is limited to the circumstance or event specifically referenced in the written waiver document. Headings are for purposes of reference only and do not in any way limit or affect the meaning or interpretation of any of the terms. If the scope of any of the provisions of this Agreement is too broad or otherwise unenforceable to its full extent,

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then such provisions will be enforced to the maximum extent permitted by law, and the parties consent and agree that the scope may be judicially modified to the extent necessary to conform to law.

本通用条款以及双方同时或之后签署的其他书面协议构成了对供应商和买方之间标的的完整理解和约定，并取代事先对同一标的的书面或口头理解，双方已签署的现行有效的保密协议除外。未经买方授权代表签署书面文件，所谓的修改、修订或弃权条款对买方均不具有约束力。所有弃权仅限于书面做出弃权的文件中特别提及的情况或事件。协议中的标题仅作参考，并不限制或影响条款的实际效力。如果本协议下任何条款太过宽泛而无法实际履行，那么应当按照法律允许的最大限度范围内来执行，双方同意将该条款变更在法律允许的必要时范围内。

- d. Supplier may announce, describe, or confirm the existence or terms of this Agreement or use the name, logo, trademark, or other symbol of Buyer (the “**Buyer Name**”) in publicity releases or advertising without securing the prior written consent of Buyer.

供应商可在未经买方事先书面许可的情况下，在公开信息或广告中，宣布、描述或确认本协议的存在或具体条款，或使用买方的名称、标识、商标或其他符号（简称“**买方名称**”）。

- e. If a provision of a Purchase Order, or the General Terms, is held to be unenforceable by the final order of any court of competent jurisdiction, that provision will be severed and not affect the interpretation or enforceability of the remaining provisions.

如果采购订单或本通用条款被有管辖权的法院的最终裁决为不可执行，则该条款终止，但不影响其余条款的解释或可执行性。

- f. The General Terms are governed by and interpreted in accordance with the laws of the People’s Republic of China, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the General Terms. Parties agree to submit any dispute in relation to or arising from this agreement to the Hong Kong International Arbitration Centre in accordance with its rules in effect at the time of applying for arbitration. The Arbitration award shall be final and legally binding on both parties. , as the exclusive forum for the resolution of disputes.

本通用条款适用中华人民共和国法律，并依其进行解释，排除冲突法的适用。并排除适用联合国国际货物销售合同公约。双方同意将任何有关本协议的争议提交香港国际仲裁中心，根据该仲裁机构当时有效的仲裁规则予以解决。仲裁裁决是终局的，并对双方均有法律拘束力。

- g. As used in this Agreement, “**Force Majeure**” means an act or event that: (a) prevents a Party from performing its obligations under this Agreement or an Order or SOW; (b) is beyond the reasonable control of and not the fault of the Party; and (c) could not be avoided or overcome, despite the Party’s best efforts to do so. Force Majeure events include fire, hurricane, flood, storm, riot, pandemics, acts of war, government, or other embargoes or restrictions on shipping or transport. Force Majeure events do not include economic hardship, labor strikes, supply shortages, changes in market conditions, lack of internet access, security incidents, insufficiency of funds, changes in the law, court orders, or legislative, judicial, or administrative rulings. Neither Party will be liable for any delay in performing, or for failing to perform, its obligations under this Agreement resulting from Force Majeure if that Party uses its commercially reasonable efforts to mitigate its effects. The Party affected by a Force Majeure must promptly notify the other Party of the event (not later than five business days after discovery), and any impacted delivery dates will be extended for the period of delay or inability to perform. If a Party’s performance is delayed by Force Majeure for 15 business days or more, the unaffected Party may at any time thereafter terminate this Agreement or an impacted SOW or Order upon notice.

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本协议中“不可抗力”是指以下行为或事件：(a)导致一方不能按照订单或工作范围履行其义务；(b)超出该方的合理控制且该方无过失；(c)不可避免且无法克服。不可抗力事件包括火灾、飓风、洪水、暴风雨、暴乱、疫情、战争行为、禁运。不可抗力事件不包括经济困难、罢工、供应短缺、市场条件变化、互联网无法接入、安全事件、资金不足、法律法规或法庭命令的变化。各方对于不可抗力导致的延误或未能履行本协议下义务不承担任何责任，但应采取商业上合理的措施减小影响。受不可抗力影响一方应当立即通知另一方（不晚于发现之日起五个工作日），因此受影响的交付日期应相应延迟。如果因不可抗力事件导致受影响一方连 15 个工作日或以上无法履行义务，未受影响一方可通知供应商立即终止协议或受影响的采购订单或工作范围。

- h. This Agreement may be executed in counterparts, each of which will be considered an original, and all of which together constitute the same instrument.

本协议一式多份，每一份均被视为原件，具有同等法律效力。

- i. This Agreement and all SOWs, Purchase Orders, change orders, amendments, or other documents requiring signature may be executed using digital or electronic signatures, and those documents that are digitally or electronically executed will be legally binding.

本协议及全部工作范围、采购订单、订单变更、修正或者其他要求签字的文件可采取数字或电子签名，数字或电子签署的文件具有法律效力。