

Global General Terms and Conditions of Sale 全球通用销售条款和条件

1. Applicability 适用性

1.1. All sales by way of Seller's order confirmation form issued to Purchaser and contracts for sale of Seller's products ("Goods") and services ("Services") (together "Products") by any entity (in)directly controlled by Avery Dennison Corporation ("Seller") are governed by these Global General Terms and Conditions of Sale ("the Conditions"). Seller hereby explicitly objects to any terms and/or conditions contained in any purchase order ("PO") or other communication of any kind from Purchaser that is conflicting, inconsistent or additional to the Conditions.

1.1 艾利丹尼森公司 (Avery Dennison Corporation) ("卖方") 直接 (或间接) 控制的任何实体, 通过向买方发出卖方订单确认单及通过合同对卖方产品 ("货物") 和服务 ("服务") (统称 "产品") 进行销售的行为均受《全球通用销售条款和条件》("本条款") 约束。包含在任何采购订单 ("PO") 中的任何条件和/或款项, 或卖方任何形式的其他通信, 如与本条款冲突、不一致或有额外附加, 卖方在此明确表示反对。

1.2. The Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous oral or written understandings, negotiations, warranties, or agreements of any kind in respect of their subject matter. In the case of a conflict between the Conditions and a written contract signed by both parties, the following order of precedence shall apply: (1) a fully and duly signed contract between the parties such as a supply agreement (and/or rebate agreement); and (2) the Conditions.

1.2 本条款构成双方之间的完整协议, 并取代所有先前或同期就其标的达成的任何形式的口头或书面理解、谈判、保证条款或协议。如果本条款与双方签署的书面合同发生冲突, 则应按下列优先顺序适用: (1) 双方完全正式签署的合同, 如供应协议 (和/或回扣协议); (2) 本条款。

1.3. The Seller reserves the right to modify the Conditions unilaterally. These Conditions also include the Avery Dennison Code of Conduct accessible at www.averydennison.com.

1.3 卖方单方面保留修改本条款的权利。该等条款也包括《艾利丹尼森行为准则》, 该行为准则可通过 www.averydennison.com 查看。

2. Quotations and Orders 报价和订单

2.1. A quotation by Seller does not constitute a fixed offer. Seller explicitly reserves the right to withdraw or amend a quotation at any time prior to Seller's acceptance of a PO by Purchaser.

2.1 卖方报价不构成固定报价。卖方明确保留在接受买方采购订单之前, 随时撤回或修改报价的权利。

2.2. Seller may revoke any offer until ten (10) days have elapsed following the day on which Seller received Purchaser's acceptance of that offer.

2.2 卖方可以在收到买方接受要约回应之日起十 (10) 天后, 撤销任何要约。

2.3. An order issued by Purchaser is only valid in writing and constitutes an offer by Purchaser to Seller to purchase the Products from Seller on these Conditions. A contract ("Contract") will be formed when Seller accepts the relevant PO by issuing a written order acceptance to Purchaser. Seller may accept any PO or refuse any PO in whole or in part.

2.3 买方发出的订单仅以书面形式有效, 并构成买方根据这些条款向卖方提出购买卖方货物的要约。当卖方通过向买方发出书面订单接受函接受相关采购订单时, 将形成合同 ("合同")。卖方可以全部或部分接受或拒绝任何采购订单。

3. Technical Information and Samples 技术信息和样品

3.1. All statements, technical information and recommendations

concerning the Products sold or samples provided by Seller are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. It is the sole responsibility of Purchaser to independently determine, prior to use, that Products are suitable for the purposes of Purchaser.

3.1 关于所售产品或卖方提供样品的所有声明、技术信息及建议, 均基于被认为是可靠的测试, 但不构成保证或质保。买方全权负责在使用前独立确认产品是否适合买方目的。

3.2. Seller reserves the right to charge for preliminary work carried out at Purchaser's request including artwork, samples or experimental copies.

3.2 应买方要求进行的初步工作, 包括艺术品、样品或实验副本, 卖方保留对其收费的权利。

3.3. Seller may modify the technical specifications for any Product without Purchaser's consent by providing thirty (30) days written notice of such modification to Purchaser.

3.3 卖方可以在未经买方同意的情况下, 通过向买方提供三十 (30) 天书面修改通知, 修改任何产品的技术规格。

4. Delivery and Performance 交付及履行

4.1. Where the Products are Goods, delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a specific other Incoterm and destination is agreed, deliveries with a final destination within the European Union ("EU") are based on Delivered At Place ("DAP") to final EU destination. Deliveries with a final destination outside the EU (exports), whether or not originating in the EU, are based on Ex-Works Seller designated sites, or if so explicitly agreed otherwise, Free Carrier ("FCA") to agreed EU border destination.

4.1 如果产品是货物, 则交付受在相关发货日期生效的《国际贸易术语解释通则》约束。除非同意特定的其他《国际贸易术语》及目的地, 否则最终目的地在欧盟 ("EU") 境内的交付基于目的地交货 ("DAP"), 交付到最终欧盟目的地。最终目的地在欧盟以外 (出口) 的交付, 无论是否自欧盟起送, 均基于出厂卖方指定地点, 或如果另有明确约定, 基于货交承运人 ("FCA"), 交付到约定的欧盟边境目的地。

4.2. Where the Products are Services Seller will use reasonable endeavours to provide the Services on the estimated performance date(s) and at the location(s) set out in the quotation or order confirmation (as applicable).

4.2 如果产品是服务, 则卖方将尽合理努力, 在报价或订单确认单 (如适用) 中规定的预计履行日期及地点, 提供服务。

4.3. All delivery dates and/or performance mentioned in any quotation or order confirmation or other media are approximations only and do not represent any binding obligation of Seller towards Purchaser. Seller is not liable for not meeting the delivery and/or performance date(s). Seller reserves the right to deliver the Products in installments.

4.3 任何报价或订单确认单或其他媒介中提到的所有交付日期和/或履行仅为粗略估算, 不代表卖方对买方的任何约束性义务。卖方不对未按时交付和/或履行负责。卖方保留分期交付产品的权利。

4.4. If delivery or performance of the Products fails for reasons within Purchaser's control, Seller, without prejudice to any other right or remedy it may have, may store any Goods at the risk and cost of the Purchaser. or suspend performance of any Services at the cost of the Purchaser (as applicable). Unless Purchaser's failure is due to circumstances stated in Section 13 (Force Majeure), Seller shall be likewise entitled to cancel the order in respect of the undelivered and/or non-performed (as applicable) Products and claim damages, as may be the case.

4.4 如果因买方控制范围内的原因导致未能交付或履行产品, 卖方可以在不损害其拥有的任何其他权利或补救措施的情况下储

存货物, 风险和费用由买方承担, 或暂停履行任何服务, 费用由买方承担(如适用)。除非买方因第13条(不可抗力)中所述情况未能交付或履行, 否则卖方同样有权取消未交付和/或未履行(如适用)产品的订单并要求赔偿损失, 视情况而定。

5. Duty to Inspect 检查责任

5.1. Upon receipt of the Goods the Purchaser shall promptly and without any delay, using due diligence, examine the same both as to their quality and quantity. Unless the Purchaser notifies Seller in writing to the contracts of all discovered non-conformities including the proof of date of purchase and delivery, the Goods shall be deemed to have been duly received in agreed quantity and without any apparent damage.

5.1 收到货物后, 买方应及时并毫不拖延地尽职调查, 检查货物的质量及数量。除非买方以书面形式通知卖方合同中发现的所有不合格项, 包括购买及交付日期的证明, 否则货物应视为已按约定数量如期收到, 且没有任何明显损坏。

5.2. Goods shall not be deemed non-conforming solely by reason of minor modifications or changes in materials from those specified in any contract or order as long as such modifications and changes do not adversely affect the properties and functionality of the Goods.

5.2 只要任何合同或订单中规定的轻微修改或材料变更没有影响货物的性能及功能, 货物不应仅因此类修改或变更视为不合格。

5.3. Each shipment shall be considered to be in accordance with the order or Contract when the quantity dispatched neither exceeds nor falls short of the contractual quantity by more than +/- 5% in number of pieces and, in such circumstances, Purchaser shall not be entitled to reject delivery of Goods on the basis of an incorrect volume and shall pay for the quantity actually delivered.

5.3 当发货数量不超过或少于合同规定件数的 +/- 5% 时, 每批货物应视为符合订单或合同, 在这种情况下, 买方无权以数量不正确为由拒接收货物, 并按实际交付数量付款。

6. Prices 价格

6.1. All prices are excluding VAT and other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Said taxes, duties and/or charges shall be for the account of Purchaser.

6.1. 所有价格均不包括增值税及其他税金、关税和/或手续费, 经双方以书面形式另行明确约定的除外。上述税金、关税和/或手续费应当由买方承担。

6.2. If Seller uses price lists for the Products sold, the prices payable for the Products shall be Seller's list prices valid at the time of dispatch of Goods or commencement of the Services (as applicable).

6.2. 如果卖方使用销售产品的价目表, 则产品的应付价格应采用货物发货或服务开始时(如适用)卖方有效的产品价目表。

6.3. Seller may revise and increase its prices at any time with giving reasonable prior notice by an amount, determined by Seller in its sole discretion, for reasons including but not limited to inflation or any increase of costs including but not limited to the costs of purchasing one or more elements determining Seller's production price, labor costs or other overheads, imposition of an tax, duty or other levy, any variations in exchange rates, delivery dates, quantities, or specifications.

6.3. 在事先作出合理通知的情况下, 卖方可在任何时间修改和上涨产品价格, 此情况由卖方全权决定。原因包括但不限于通货膨胀或任何费用上的增长, 包括但不限于决定产品生产价格的一种或多种元素的采购价格的上涨、人工成本或其他杂项开支、税收、关税及其他税款的征收、任何汇率、交货日期、数量或规格的变更。

6.4 If French law applies to the Contract, this Section 6.4 will apply instead of Section 6.3: Seller may revise and increase or decrease its prices under any Contract - subject to prior notice to Purchaser and Purchaser's approval - by an amount, determined by Seller using such allocation methods as Seller determines in its sole discretion. As an example (without limitation), Seller may increase or decrease the prices in case of inflation or any increase or decrease of costs including

but not limited to the costs of purchasing of one or more elements determining Seller's production price, labor costs or other overheads, imposition of an tax, duty or other levy, any variations in exchange rates, delivery dates, quantities, or specifications.

6.4. 如果法国法律适用于本合同, 则第6.4条将替代第6.3条予以适用: 在需要事先通知买方并获得买方同意的情况下, 卖方可在任意合同下修改和上涨或下降产品价格, 变动金额由卖方根据其分配方法全权决定。作为例子(并不限于此), 在发生通货膨胀或其他费用增加, 包括但不限于决定产品生产价格的一种或多种元素的采购价格的上涨、人工成本或其他杂项开支、税收、关税及其他税款的征收、任何汇率、交货日期、数量或规格的变更的情况下, 卖方可上涨或下降价格。

7. Payment Terms 支付条款

7.1. Unless otherwise expressly agreed in writing by the Parties, payment of invoices shall be made (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days from the date of invoice without any setoff or discount being applied.

7.1. 除非买卖双方以书面形式另行明确规定, 否则支付款项的发票应当: (i) 以发票币种支付, (ii) 汇入发票上规定的银行账户 (iii) 在开具发票的三十(30)天内支付, 不得申请任何扣除或折扣。

7.2. Seller shall at all times have the right to demand advance payment or cash payment upon delivery or performance of the Products or to demand security to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid by giving reasonable prior notice.

7.2. 卖方应当始终有权要求支付预付款或要求在产品交付或使用时使用现金支付, 或要求安全保障应以卖方授权代表批准的方式提供, 以确保产品的购买价格为事先通知的合理价格。

7.3. If Purchaser does not comply with its obligations under these Conditions, including but not limited to the timely payment of the purchase price, it shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case or if Seller has any reasonable concerns regarding the financial standing of Purchaser: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Purchaser from its obligations and (ii) all amounts and interests payable by Purchaser shall become immediately due to Seller.

7.3. 如果买方未能遵守在本条款下其应承担的义务, 包括但不限于及时支付产品的货款, 则应当立即被视为法律上的违约, 卖方不需要发出任何通知和采取法律诉讼。如果卖方对买方的财务状况存在合理担忧: 则(i)卖方有权终止在本条款下其应承担的义务, 包括但不限于在不免除买方义务的前提下终止供应产品, (ii) 所有买方支付的货款及利益应立即归属于卖方。

7.4. Any extension of credit allowed to Purchaser may be changed or withdrawn at any time.

7.4. 卖方可在任何时间, 变更或撤销允许给予买方的延期付款。

7.5. In the event of late payment by Purchaser, Seller may charge interest of three per cent (3%) per annum above the base lending rate from time to time of the national bank or, if lower, the maximum statutory interest rate permitted under the applicable law, over the outstanding amount, such interest to accrue on a daily basis and be compounded quarterly. All costs, judicial and extra-judicial, incurred by Seller with respect to the breach of any obligation on the part of Purchaser are for the account of Purchaser. The extra-judicial costs will be a minimum ten per cent (10%) of any outstanding amount. Any transfer on overdue payments by Purchaser shall be applied first to accrued and unpaid interest and judicial costs and then to the principal amount.

7.5. 如果发生买方逾期付款的事件, 卖方可以高于国家银行基础借贷利率一年百分之三(3%)的利率, 不时收取利息, 如果低于适用法律所规定的最高利率, 则针对未支付的金额, 该等金额应当按日累算, 按季度复利。所有因买方违反反应承担的义务而造成卖

方的司法及司法之外的费用，应由买方承担。司法之外产生的费用最低为任何未支付金额的百分之十(10%)。任何买方关于逾期支付的转账，应当首先用于应计的和未支付的利息及司法费用，之后用于本金。

7.6. Seller may always at its sole discretion and without any notice being applicable, set-off any amount and/or charge due by Purchaser with any amount payable by Seller to Purchaser.

7.6. 卖方可全权决定且不需要任何通知，用卖方支付给买方的款项抵消买方应付的任何款项和/或费用。

8. Retention of Title 所有权的保留

8.1. Notwithstanding delivery and passing of the risk under the relevant Incoterms, the legal and beneficial ownership of the Products shall be retained by Seller and will not pass to Purchaser until Seller has received in clear funds: (a) all sums due to Seller in respect of the Products; and (b) all other sums which are or which become due to Seller from Purchaser on any account whatsoever.

8.1. 尽管已经根据相关的国际贸易条规进行了风险的转移及递交，产品的合法及实益所有权应由卖方保留，直到卖方收到全部的资金后才转移给买方：(a)关于产品的所有款项应归属卖方；(b)买方以任何理由支付或即将支付给卖方的所有其他款项。

8.2. Until ownership of the Goods has passed to Purchaser, the Purchaser shall (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store and/or mark the Goods (at no cost to Seller) in a manner indicating that title to them remains vested in Seller, including without limitation storing the Goods separately from all other products of Purchaser or any third party; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition; and (e) keep the Goods insured.

8.2. 直到货物的所有权转移给买方后，买方应当(a)作为卖方的受托人在信托的基础上持有货物；(b)使用能表明货物的所有权仍在卖方名下的方式储存和/或标记货物（卖方不承担任何费用），包括但不限于将货物与买方或第三方的其他货物分开储存；(c)不得毁坏、破损或模糊货物上或有关货物的识别标识或包装；(d)将货物保存在合适的环境内；(e)保持货物是已投保的状态。

9. Intellectual Property 知识产权

9.1. Each party retains all rights, title, and interest in its trade secrets, inventions, copyrights and other intellectual property ("Background Intellectual Property"). Purchaser will not enforce against Seller, its vendors, or its other Purchasers, any copyrights or patent rights that include any system, process or business method utilizing any intellectual property in Products provided to Purchaser. Purchaser will not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any Products or other materials provided by Seller. No license, ownership interest or right, either directly or by implication, is granted to Purchaser or its employees to use any intellectual property of Seller, including, but not limited to, Seller's Background Intellectual Property, Seller's name or any of Seller's logos and designs for advertising, promotional or other purpose without the prior written permission of Seller. Materials used by Seller in the production process, whether held electronically or otherwise, will remain Seller's exclusive property.

9.1. 各方保留其商业秘密、发明、版权和其他知识产权（“背景知识产权”）的所有权利、所有权及利益。买方不得对卖方、其供应商及其其他买方执行任何版权或专利权，包括任何提供给买方的产品中的系统、程序及利用了任何知识产权的商业方法。买方不得移除、修改或遮蔽出现在卖方提供的产品或其他材料上的任何版权、商标或其他所有权通知。未经卖方事先书面许可，卖方未直接或间接授予买方或其雇员得到使用卖方知识产权的许可证或所有权权利，包括但不限于，卖方的背景知识产权、卖方的名称或任何卖方对于广告、推广或其他目的的标志和设计。卖方在生产流程中使用的材料，无论是用电子方法持有或是其他的方法，均仍为卖方的独有财产。

9.2. No clause in the Contract nor in the Conditions is construed as

granting or implying to Purchaser any rights to the Product under any letters patent, or other intellectual property rights, or to use any invention covered thereby. If the Products are to be manufactured or any process is to be applied to the Products by Seller in accordance with a specification submitted by the Purchaser, the Purchaser will indemnify Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with any claims for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller's use of the Purchaser's specification.

9.2. 合同和本条款中的任何条款均不得被解释为同意或暗示同意向买方提供任何关于专利许可证或其他知识产权的权利，或授权其使用任何因此涉及的发明。如果待生产的产品或任何适用于卖方产品的生产过程与买方提交的规格一致，买方需赔偿卖方因使用买方的规格而导致侵犯他人任何专利、版权、注册设计、设计、商标或其他工业或知识产权所有损失、损害赔偿、花费和开支。

9.3. Seller may provide Products under one or more third party licenses and Seller shall pass through to Purchaser and Purchaser's customers such rights as are permitted under those licenses to allow Purchaser and its downstream customers to use the Products as contemplated by the sale of Products.

9.3. 卖方可向买方提供使用了一个或多个第三方许可证的产品，卖方应将许可证下的允许的权利转让给买方及其客户，以此允许买方及其下游客户按照产品销售中拟定的方式，使用产品。

10. Infringement 侵权

Subject to Section 12 (Limitation of Liability):

根据第 12 条（责任限制）规定：

10.1. If the Products infringe any valid third party proprietary rights, solely as a result of the Seller's published specifications and not Purchaser's adaptations, modifications or requirements, Seller's sole responsibility to Purchaser, at Seller's option is to (1) obtain for Purchaser the right to use the infringing Product, or (2) replace the infringing Product and/or service with a non-infringing alternative, or (3) modify the infringing Product so that it becomes non-infringing.

10.1. 如果产品侵犯了第三方的有效专利权，只是因为卖方印刷的规格，而非买方的改编、修订或要求，则卖方应对买方全权负责，卖方可选择(1)为买方获取使用侵权产品的权利，或(2)用不侵权的替代品替换侵权产品和服务，(3)修改侵权产品，使其成为不侵权产品。

10.2. If Seller cannot redress the claim of infringement or that the remedies available to Seller are not commercially practical, Seller shall refund to Purchaser an amount equal to the Price paid to the Products purchased from Seller that gives rise to such claim.

10.2. 如果卖方未能纠正侵权索赔，或者卖方的补救方法从商业角度看并不可行，则卖方应退还买方与购买产品及导致该侵权索赔数量相等的赔款。

10.3. Seller shall have no obligation or liability to Purchaser for claims to the extent arising from: (1) any (i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; (ii) design, specifications or instructions furnished by Purchaser; (iii) the combination of the Product with any other product, service or technology; or (iv) the use of the Product or any part thereof in the practice of a process if Purchaser does not incorporate the Product into a device of which the end-user is a consumer; (2) unauthorized use or distribution of the Product or use beyond the specifications of the Product; (3) Purchaser's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after Seller's notice to Purchaser that Purchaser should cease any such activity, provided such notice shall only be given if the Product is, or in Seller's opinion is likely to become, the subject of a claim of infringement; or (4) any costs or expenses incurred by Purchaser without Seller's prior written consent; or (5) any infringement or alleged infringement of third party's intellectual property rights (i) covering a standard set by a standard setting body

and/or agreed between at least two companies; or (ii) covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used; or (iii) with respect to which Seller has informed Purchaser or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement that a separate license has to be obtained and/or that no implied license is granted, or (6) where the claim is made after a period of three (3) years from the date of delivery of the Product to Purchaser.

10.3. 针对由于下列原因引起的索赔，卖方不对买方承担责任和义务：(1) (i) 对任何产品的修改，而在适用未修改产品的情况下，该侵权索赔可以避免；(ii) 买方供应的设计、规格或指令；(iii) 将产品与其他任何产品、服务或科技结合；或(iv) 在买方未将产品合并进最终用户是其消费者的设备中的情况下使用产品或其任何部分；(2) 未经授权使用或分销产品，或在超出产品规格的情况下予以使用；(3) 在卖方向买方发出通知告知买方应停止对产品的生产、使用、销售、标价出售、进口或其他转让或推销等活动的情况下，买方仍存在此类行为，但此类通知只能在产品侵权或是卖方认为产品可能会侵权的情况下发出；或(4) 买方未经卖方事先书面允许产生的任何花费或费用；或(5) 对第三方知识产权的侵权或宣称侵权 (i) 涵盖由标准制定机构制定和/或由至少两个公司同意的标准；(ii) 涵盖产品可能会用到的生产、测试或任何组装、电路、结合、过程或方法的应用；(iii) 关于卖方已通知买方或已发布声明（在数据表或有关产品的其他规格或其他地方），说明必须获得单独的许可和/或未批准任何暗示的许可，(6) 索赔是在货物交付给买方之日起的三(3)年后提出。

11. Warranty 质保

11.1. Seller warrants to Purchaser that (i) all Goods will, at the time of delivery and for a period of twelve (12) months thereafter (the "Warranty Period"), unless otherwise defined, comply with the Seller's specifications, or requirements and standards agreed to in any contract or order and (ii) the Services will be performed with reasonable care, (the "Limited Warranty"). Sample Products are dispatched without any warranty at all. This warranty may be asserted by Purchaser only and not by Purchaser's customers or users of Purchaser's Products.

11.1. 卖方向买方保证：(i) 除非另有规定，否则所有货物在交货时和其后 12 个月（“质保期”）内将符合卖方的规格或任何合同或订单中商定的要求和标准；(ii) 服务将以合理的谨慎方式进行（“有限质保”）。样品产品在没有任何保证的情况下发出。本保证只能由买方提出，而不是由买方客户或买方产品的用户提出。

11.2. A flaw count (defects) in respect of the total quantity sold of less than 1.5% with respect to Prelam sheets and/or less than 1% otherwise, shall be deemed in conformance with the Limited Warranty.

11.2. 与 Prelam sheets 相关的总销售量中缺陷计数（缺陷）低于 1.5% 和/或低于 1% 的情况下，应被视为符合有限保修要求。

11.3. Purchaser must notify Seller of any claim for breach of warranty in writing not more than twenty (20) business days from the date of discovery. Any claims not asserted by then shall be time-barred.

11.3. 买方必须在发现之日起二十 (20) 个工作日内以书面形式通知卖方，就任何违反质保事宜提及的索赔。任何在此之前未提出的索赔均将丧失时效。

11.4. Any cause of action for Product defects or otherwise which Purchaser may have shall be barred after the lapse of (i) the period referred to in Section 11.3 and/or (ii) the Warranty Period.

11.4. 禁止买方在 (i) 第 11.3 条所述期间和/或 (ii) 质保期过后，就任何因产品缺陷或其他原因提起诉讼。

11.5. If any Product fails to meet the Limited Warranty and provided that the Purchaser notifies Seller thereof within the time specified in Section 11.3, Purchaser's sole and exclusive remedy shall be, at Seller's option, (i) repair or replacement of the relevant Product or (iii) reperformance of the relevant Services (iv) reimbursement of the purchase price of the relevant Product in exchange for their return. Seller may refuse to accept any Product returned without Seller's prior authorization or without original packaging or equivalent. For valid

rejections of Products or warranty claims Seller will bear the reasonable costs of carriage. Purchaser is obliged to follow any instructions given by Seller with respect to the storage and return of such Products.

11.5. 如果任何产品不符合有限质保条款，且买方在第 11.3 条规定的时间内通知卖方，则买方的唯一专属补救措施应是，卖方可选择：(i) 修理或更换相关产品；或(ii) 重新提供相关服务；(iv) 退还相关产品的购买价格，以换取退货。卖方可拒绝接受任何未经卖方事先授权或没有原包装或同等物的退货。对于有效的拒绝产品或质保索赔，卖方将承担合理的运输费用。买方有义务遵守卖方关于此类产品的储存和退还的任何指示。

11.6. Seller's obligations as set out above shall not apply to defects caused by improper transport, handling, storage, installment, application, test, assembly, use, maintenance or integration into a product or any other kind of misuse or abnormal physical or electrical stress, abuse, negligence, mishandling or alteration or that has been involved in an accident. Seller is not liable for defects arising out of materials or specifications provided or a design stipulated by or on behalf of the Purchaser.

11.6. 卖方上述义务不适用于因运输、搬运、储存、安装、应用、测试、组装、使用、维护或集成到产品中，任何其他类型的误用或不正常的物理或电气应力、滥用、疏忽、操作不当或更改，或涉及事故而引起的缺陷。卖方对由买方或买方代表提供的材料或规格或设计引起的缺陷不承担责任。

11.7. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTY, CONDITION OR OTHERWISE EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY PURCHASER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY GIVEN.

11.7. 除了如本协议明确规定，卖方无保证、条件或其他明示或法律、交易过程、履约过程、贸易惯例或其他方式暗示的信息，包括但不限于任何关于适销性、适用于特定目的或非侵权的保证。卖方特此声明放弃所有此类担保，买方也放弃此类担保。没有超出明确给出的保证。

12. Limitation of Liability 责任限制

12.1. If circumstances occur which may give rise to claims to damages or the right to any other form of relief based on contract, warranty, indemnity, negligence or otherwise, the claiming party shall take all necessary measures to mitigate the damage or loss.

12.1. 如果发生的情况可能导致索赔或根据合同、保证、赔偿、过失或其他方式获得任何其他形式的救济的权利，索赔方应采取一切必要措施减轻损害或损失。

12.2. Subject to any limitations or exclusions imposed by mandatory applicable law and Section 12.3, Seller's aggregate liability and the aggregate liability of Seller's employees, staff, representatives and vicarious agents to Purchaser, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to direct damage only and shall not exceed the price of the (defective, non-conforming, damaged or undelivered) Products which give rise to such liability as determined by net price invoices to Purchaser in respect of any occurrence or series of occurrences. Notwithstanding the foregoing, any such liability terminates on the expiration of the Warranty Period. When German law applies, Seller's liability for any damages with respect to a slight negligent breach of a core duty, the fulfillment of which is key for the proper implementation of the contract and compliance with which may be reasonably expected by the other party, will be limited to reasonably foreseeable damages. In case of infringement of a non-fundamental contractual obligation, Seller shall not be liable for any damage.

12.2. 受强制性适用法律和第 12.3 条规定的任何限制或排除的约

束, 卖方的总责任以及卖方的雇员、职员、代表和代理人对买方的总赔偿责任, 无论是疏忽、违约、虚假陈述还是其他原因, 应仅限于直接损害, 且不应超过(有缺陷、不合格、损坏或未交付)在任何事件或一系列事件中引起买方的净价格发票所确定责任的产品价格。尽管存在上述规定, 任何该等责任在质保期到期时终止。如果德国法律适用于本合同, 在卖方因轻微过失而违反基本合同义务(该义务是为使合同得到适当履行而必须履行的义务, 且符合买方依据合同的合理期待)导致损害的情形下, 其承担的责任仅限于合理的且可预见的损失。在违反非基本合同义务的情况下, 卖方不对任何损害承担责任。

12.3. IN NO EVENT WILL SELLER BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON CONTRACT, NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR OPPORTUNITIES, DAMAGE TO OR IMPAIRMENT OF OTHER GOODS OR DATA, LIABILITY TO THIRD PARTIES (EXCEPT FOR A VALID IP INFRINGEMENT), LOST BUSINESS, BUSINESS INTERRUPTION, FAILURE TO MEET ANY DUTY, OR ANY COSTS OR EXPENSES FOR PROCUREMENT OF SUBSTITUTE PRODUCTS, IN ANY WAY RELATED TO, ARISING FROM OR RESULTING FROM THE SALE OF PRODUCTS OR ANY USE MADE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL HAVE NO LIABILITY OF ANY KIND WHATSOEVER FOR ANY THIRD PARTY'S PRODUCTS OR ELEMENTS INCORPORATED INTO THE PRODUCTS, INCLUDING WITHOUT LIMITATION INTEGRATED CIRCUIT CHIPS AND OPERATING SYSTEMS, ALSO INCLUDING ANY RELATED SOFTWARE.

12.3.在任何情况下, 卖方均不会根据任何追偿理论(不论是基于合同、任何类型的疏忽、严格责任或侵权或其他原因), 对以下方面承担责任, 即: 任何间接的、特殊的、附带的、后果性的或惩罚性的损害或利润或机会损失、其他货物或数据的损害或减损、对第三方的责任(有效知识产权侵权除外)、业务损失、业务中断、未能履行任何义务、或因销售产品或使用产品而产生的与或有关的任何费用或替代产品采购费用或费用; 即使卖方已被告知或知道这种损害的可能性。卖方对任何第三方产品或包括但不限于集成电路芯片和操作系统(也包括任何相关软件)在内的产品或元件不承担任何责任。

12.4. As Seller may engage one or more third parties in the performance of any contract or order, any limitation of liability by such a third party may be invoked by Seller against Purchaser.

12.4.由于卖方可能聘请一个或多个第三方参与任何合同或订单的履行, 因此卖方可对买方援引该第三方的任何责任限制。

13. Force Majeure 不可抗力

Seller shall not be liable for a delay or failure to perform any of its obligations hereunder if such delay or failure is due to any event or circumstances beyond Seller's reasonable control included but not limited to fire, flood, war, military actions, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, terrorist act, diseases, pandemics, epidemics, or other viral outbreaks, embargo, failure of third parties (including suppliers and/or logistics provider), telecommunications or power outage, riot, government requirements, natural disasters, cyber-attacks, delays by suppliers or materials shortages, difficulty in obtaining workers due to increased costs or otherwise goods or transport, other circumstances affecting the supply of goods or services, any of the situations mentioned in Section 22.3 and 22.4 of these Conditions or any other causes or contingencies beyond Seller's reasonable control. Seller's contractual obligations shall be suspended with the duration of the force majeure event. Seller has the right to terminate its contractual obligations if the force majeure event continues for more than 30 working days.

如果卖方因超过合理控制范围的任何事件或情况, 而延迟或未能履行其在本协议项下的任何义务, 则卖方不就此承担任何责任, 包括但不限于火灾、洪水、战争、军事行动、机械故障、航母故障、禁运、骚乱、劳工骚乱(包括但不限于罢工、怠工、工作规定)、任何政府当局的干预、恐怖主义行为、疾病、流行病、流行病或其他病毒爆发、禁运、第三方(包括供应商和/或物流供应商)的故障、电信或电力中断、暴乱、政府要求、自然灾害、网络攻击、供应商或原材料短缺造成的延迟、由于成本、产品运输上升导致的招工困难、或在本条款第 22.3, 22.4 提及的影响提供产品或服务或其他情形或超出卖方合理控制范围的任何原因或突发事件。卖方的合同义务应随不可抗力事件的持续时间而中止。如果不可抗力事件持续超过 30 个工作日, 卖方有权终止其合同义务。

14. Confidentiality 保密

Purchaser shall treat as confidential any commercial and technical information which is not generally known to the public and which has come to its knowledge by virtue of its business relationship with Seller and shall not disclose to any third party confidential information received from Seller in connection with the sale and/or sales related agreement, such as the design of the Product, any drawings, specifications, test results, Product samples, quotations, prices, marketing materials and shall use this information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent disclosure is required by law or with the prior written approval of Seller. Any offers or other documents which Seller provides are to be treated as confidential in accordance with this Section, whether or not otherwise covered by the preceding sentence. Any information provided by Seller to Purchaser is given "AS IS", without any warranties, express or implied concerning accuracy, completeness or applicability of it.

买方应将一般为不为公众所知且因其与卖方的业务关系而知悉的任何商业和技术信息视为机密信息; 不得向任何第三方披露从卖方处收到的与销售和/或销售相关的协议相关的保密信息, 如产品设计、任何图纸、规格、测试结果、产品样品、报价、价格和销售材料; 且仅在履行其义务和承诺时使用该等信息, 除非法律要求或经卖方事先书面批准披露。卖方提供的任何要约或其他文件, 无论是否在上一句中另有规定, 均应按照本节规定视为机密文件。卖方向买方提供的任何信息均“按原样”提供, 不对其准确性、完整性或适用性作出任何明示或暗示性保证。

15. Termination 终止

15.1. Seller may terminate the Contract by giving written notice to that effect to Purchaser if (i) Purchaser fails to make any payment due to Seller under the Contract on or before the due date or (ii) Purchaser becomes insolvent or any step is taken towards the Purchaser becoming subject to any insolvency, administrative, receivership or bankruptcy procedure or the Purchaser ceases to trade.

15.1. 在下列情况下, 卖方可以书面通知买方终止合同:

(i) 买方未能在到期之日或之前支付任何应付卖方的款项; 或(ii) 买方破产, 或相关方对买方采取任何步骤使买方无力偿债、管理、破产或破产程序, 或买方停止交易。

15.2. Following expiry or termination of the Contract, (i) any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force and (ii) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims and liabilities which have accrued prior to the date of expiry or termination.

15.2.在合同期满或终止后, (i)任何明示或默示继续有效的条件在本合同有效期届满或终止后继续有效。

(ii) 所有其他权利和义务将立即终止, 但不影响在到期或终止日期前已产生的任何权利、义务、索赔和责任。

15.3. Within 7 working days after the date of expiry or termination of the Contract each party will (i) if requested to do so, return to the other party all of the other party's confidential information in its possession

or control and (ii) cease to use the other party's confidential information.

15.3. 在本合同期满或终止之日起 7 个工作日内将 (i) 如有要求, 将其持有或控制的所有机密信息归还对方; (ii) 停止使用对方的机密信息。

15.4. Each party may retain any of the other party's confidential information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of Section 14 will continue to apply to retained confidential information.

15.4. 各方均可以保留因遵守任何适用法律或出于保险、会计或税务目的的需要保留的机密信息。第 14 条的规定将继续适用于所保留的机密信息。

16. Recalls 召回

16.1 If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, Purchaser shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.

16.1 如果卖方应任何政府当局的要求或命令, 或因产品可能违反任何法律或任何其他原因而自愿决定召回任何产品, 则买方应就任何召回事宜与卖方充分合作, 包括但不限于停止自己的分销。未经卖方事先书面批准, 不得发布新闻稿、采访或声明。

16.2 If the recall is due to Purchaser's specifications, or negligent acts or omissions in handling, storing or packaging the Product or Purchaser's failure to comply with Applicable Laws, then Purchaser shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Purchaser and Purchaser shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

16.2 如果由于买方的规格, 或处理、储存或包装产品中的疏忽行为或不作为或买方未能遵守适用法律规定, 而进行召回, 则买方有义务接管和执行产品的召回以及所有费用和召回的费用应由买方承担, 买方应就与召回有关的所有索赔和要求赔偿卖方并使其免受损害。

17. Assignment 转让

None of the rights or obligations of Purchaser under the Agreement and/or these Conditions may be assigned or transferred in whole or in part without the prior written consent of Seller.

未经卖方事先书面同意, 买方在本协议中的任何权利或义务不得全部或部分转让或转移。

18. Waiver 弃权

No waiver, alteration or modification of these Conditions shall be valid unless made in writing and signed by a duly authorized representative of Seller. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver thereof. 除非以书面形式并由卖方正式授权代表签字, 否则对本协议的弃权、变更或修改均无效。卖方未行使或延迟行使本协议项的任何权利或补救措施不得视为对其的弃权。

19. No Third Party Beneficiaries 无第三方受益人

These Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

本协议仅为双方及其各自继承人和获准受让人的利益而制定, 本协议中任何明示或暗示内容均无意或应授予任何其他个人或实体法律或衡平法上的权利、利益或补偿。

20. Severability 可分割性

Each paragraph and provision of these Conditions is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

本协议的每一段和条款均可分割, 如有任何条款被认定为无效或不可执行, 则其余条款仍将完全有效。

21. Jurisdiction and Applicable Law 管辖权和适用法律

21.1. These Conditions shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat ("Applicable Laws"). Where the Seller is registered in the United States of America, all matters arising out of or relating to these Conditions shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

21.1. 本协议应受卖方注册地所在国家的法律 (“适用法律”) 管辖并依照其解释说明。如卖方在美国注册, 则由本协议引起或与之相关的所有事项均应受俄亥俄州内部法律管辖并依照其解释说明, 不影响任何可能导致俄亥俄州以外的任何司法管辖区的法律选择或法律冲突规范 (无论是俄亥俄州还是任何其他司法管辖区)。《联合国国际产品销售合同公约》(《维也纳公约》) 的规定不适用。

21.2. Any disputes arising out of or in connection with any order or sale agreement between Seller and Purchaser shall be brought before the competent courts of Seller's registered seat, and if the Seller is registered in the United States of America, any legal suit, action or proceeding arising out of or relating to these Conditions shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Notwithstanding the foregoing sentence, Seller, at its discretion, may a) opt to bring any such dispute before or file any claim at the competent courts of the country of Purchaser's residence under the laws applicable to that country; and b) seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

21.2. 由买卖双方之间的任何订单或销售协议引起的或与之相关的任何争议应向卖方注册地所在的主管法院提起诉讼, 如果卖方注册地在美国, 则任何法律诉讼, 由本协议引起或与之相关的诉讼或程序应在位于克利夫兰市和凯霍加县的每一案件中由美国联邦法院或俄亥俄州法院提起, 且各方在任何此类诉讼、行动或程序中需不可撤销地服从此类法院的专属管辖权。尽管存在上述规定, 卖方可自行决定 1) 根据买方居住国适用的法律, 选择向买方居住国的主管法院提交任何此类争议或提出索赔; 2) 向任何有管辖权的法院寻求临时禁令救济或其他临时保护措施。

21.3. If Section 21.2 is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable: a) such clause will be deemed to be severed from these Conditions and this will not affect the remainder of these Conditions which will continue in full force and effect; b) subject to Section 21.3(c) the courts of the jurisdiction as specified in Section 21.2 will have exclusive jurisdiction to determine any dispute arising out of or in connection with any order or sale agreement between Seller and Purchaser (including without limitation in relation to any non-contractual obligations); and c) any party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

21.3. 如果有管辖权的任何法院、机构或当局发现第 21.2 条规定是非法、无效或无法执行的: a) 该条款将与本协议分割开, 且不会影响本协议的其余条款, 本协议仍将继续完全有效; b) 根据第 21.3 (c) 条的规定, 第 21.2 条规定的管辖法院将拥有专属管辖权来裁决买卖双方之间的任何订单或销售协议 (包括但不限于于任

何非合同义务)引起或与之相关的任何争议; c)任何一方均可向有管辖权的法院寻求临时禁令救济或其他临时保护措施。

22. Export Compliance and Anti Bribery 出口合规与反贿赂

22.1. Purchaser shall comply with all applicable Laws and regulations (including but not limited to the relevant European Union regulations, the laws of the US, Federal and State, and regulations on export, where applicable and any applicable anti-bribery laws, such as but not limited the “Foreign Corrupt Practices Act” (“FCPA”) of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials (“OECD”)) and Purchaser shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union, U.S. laws or any other laws.

22.1. 买方应遵守所有适用的法律法规(包括但不限于相关的欧盟法规, 美国、联邦和州的法律, 出口法规(如适用)以及任何适用的反贿赂法律, 例如但不限于美国《反海外腐败法》和经合组织《打击贿赂外国公职人员公约》), 买方不得将任何卖方和/或其关联公司的任何技术数据或产品出口或再出口到欧盟、美国法律或其他法律禁止出口或再出口的任何国家、缔约方或实体。

22.2 If, at any time during the term of the sale relationship governed by these Conditions, sanctions legislation prohibits the continuation of the any orders or sales agreement (either under the economic sanctions of the United States administered by the Treasury's Office of Foreign Assets Control the U.S. Department of State, the United Nations Security Council or the European Union and Her Majesty's Treasury or the law applicable to any sale relationship governed by these Conditions (“Sanctions”)) or Seller becomes aware that Purchaser, directly or indirectly, is making or has made the Products available to any person or business, or in any sanctioned country, that is the subject of Sanctions, or in any other manner that will result in a violation by any person of Sanctions and/or Purchaser does not comply with Section 22.1, Seller may terminate this Agreement immediately without any further notice being required.

22.2 如果在受这些条款约束的销售关系期间的任何时候, 制裁法律禁止继续执行任何订单或销售协议(无论是根据美国财政部外国资产控制办公室实施的经济制裁, 美国国务院、联合国安理会或欧盟和英国财政部或适用于受这些条件管辖的任何销售关系的法律(“制裁”))或卖方意识到买方直接或间接地做出或已将产品提供给任何受制裁的个人或企业, 或在任何受制裁的国家/地区, 或以任何其他方式导致任何人违反制裁和/或买方不遵守第 22.1 条的规定, 卖方可立即终止本协议, 无需任何进一步通知。

22.3 Seller may, regardless of whether any of the following situations were caused by Purchaser, suspend and/or terminate any order or sales agreement by written notice with immediate effect if the Purchaser has committed a crime or becomes involved in, or associated with (whether directly or indirectly), any situation or activity (whether

caused by the Purchaser or a third party) which: a) tends in the opinion of Seller to have a negative effect on the reputation of Seller or any aspect of its business; b) would expose Seller or any aspect of its business to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public in any territory in which the Seller's products or services are marketed; c) reflects unfavorably on the reputation of Seller, its brands, products or services; or d) might affect the supply, successful sales and exploitation of the products or services of Seller. Seller's decision on all matters arising under this clause shall be conclusive.

22.3 无论以下任何情况是否由买方造成, 卖方可用书面通知立即延迟和/或终止任何订单或销售协议: 如果买方实施犯罪或卷入或与之相关(无论是直接或间接), 任何情况或活动(无论是由买方还是第三方引起的): a) 卖方认为倾向于对卖方的声誉或其业务的任何方面产生负面影响; b) 会使卖方或其业务的任何方面遭受名誉扫地、丑闻、嘲笑或蔑视, 或者在销售卖方产品或服务的任何地区可能会震惊、侮辱或冒犯公众; c) 对卖方、其品牌、产品或服务的声誉产生不利影响; d) 可能影响卖方产品或服务的供应、成功销售和利用。卖方对本条款项下产生的所有事项的决定应为最终决定。

22.4 Examples of acts, conduct or situations considered to be prejudicial to the business of Seller as mentioned in Section 22.3 include without limitation: a) the posting or publishing on social media or elsewhere of any content that promotes bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; b) the expression of any political views in a context that could give rise to an association with Seller's business; c) the use of, trade in, or other association with, illegal drugs; or d) the supply of Products to customers established in countries which are subject to Sanctions or who trade in Sanctioned countries or with persons or entities residing or established in countries which are subject to Sanctions.

22.4 第 22.3 节中提到的被认为对卖方业务有害的行为、举止或情况的例子包括但不限于: a) 在社交媒体或其他地方张贴或发布任何宣扬偏执、种族主义或基于种族、性别、宗教、国籍、残疾、性取向或年龄的歧视的内容; b) 在可能引起与卖方业务关联的背景下表达任何政治观点; c) 非法药物的使用、交易或其他关联; d) 向在受制裁国家设立的客户或在受制裁国家进行贸易的客户或在受制裁国家居住或设立的个人或实体供应产品。

23. Governing Language 合同语言

These Conditions are written and governed by the English language version. Any other language version of these Conditions is for convenience and for translation purposes only.

本协议以英语版本编写和管制。本协议的其他语言版本仅出于方便审阅和翻译目的。