

# General Terms and Conditions of Sale

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### (1) CONDITIONS OF SALE. 销售条件

a. These Global Conditions of Sales apply to all current and future sales by an OESL legal entity referencing them to any business/entrepreneur, legal entity under public law or special fund under public law. OESL legal entity is to be understood as ContiTech Vibration Control GmbH and all other OESL companies that are under the joint control of the same company.

这些全球销售条款适用于欧屹集团法律实体向任何公法或依据公法的特别基金下的企业、法律实体的所有当前及未来的销售。OESL的法人实体应理解为ContiTech振动控制有限公司及其他所有由同一公司共同控制下的OESL公司。

b. They shall be deemed incorporated upon acceptance, at the latest where performance is accepted.

这些条款应在被接受时视为已纳入，最迟在履行行为被接受时视为已纳入。

c. "Seller" shall mean the actual OESL legal entity selling parts, components, systems, software, or other goods (the "Products") and/or providing services, including leasing and renting (the "Services") to its contractual partner ("Buyer"). Both Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties".

“卖方”是指实际销售零部件、组件、系统、软件或其他商品（“产品”）以及提供服务（包括租赁和出租）（“服务”）给其合同相对方（“买方”）的欧屹集团法律实体。卖方和买方各自称为“一方”，合称为“各方”。

d. Except where explicitly accepted in writing by the Parties in an individual case, the Parties explicitly reject any and all general terms and conditions of Buyer and/or any third parties. Such additional terms and conditions shall not apply even if they are not expressly rejected.

除非各方在个别情况下明确以书面形式接受，各方明确拒绝买方和/或任何第三方的任何及所有的一般条款和条件。

这些额外的条款和条件即使未被明确拒绝，也不适用。

### (2) ORDERS/ACCEPTANCE. 订单/接受

a. Seller's offers are subject to change and are non-binding unless Seller expressly declares otherwise or the offer includes a specified acceptance period. An order for the Products and/or Services placed by the Buyer shall be deemed a binding contractual offer.

除非卖方明确声明其要约具有约束力或要约中包含特定的接受期限，卖方的要约可能会变化并且不具备约束力。

买方对产品和/或服务所下的订单应被视为具有约束力的合同要约。

b. Buyer may not cancel orders for any reason after placement of the binding order. With Seller's order acceptance, a binding contract is formed.

买方在下达具有约束力的订单后，不得以任何理由取消订单。卖方接受订单后，即形成具有约束力的合同。

c. Where Buyer requests modifications after acceptance, this shall form a new offer. Any such modification shall only be binding where a reasonable price increase is included to reflect the additional effort and Seller accepts such modification in writing.

若买方在卖方接受订单后要求修改，这将构成一项新的要约。任何此类修改只有在包含合理的价格增长以反映额外工作量，并且卖方以书面形式接受该修改时，才具有约束力。

d. Acceptance of the order shall either be declared in writing (e.g., through an order confirmation) issued by Seller or through delivery of the Products.

订单的接受应由卖方以书面形式（例如，通过订单确认书）声明，或者通过交付产品来实现。

e. If any government action or law should have the effect of establishing a maximum price on the Products to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice.

如果任何政府行为或法律导致对将要交付的产品设立了最高限价，卖方有权选择并且无需对买方承担责任，在发出书面通知三十（30）天后终止对未来发货的义务。

f. For the avoidance of doubt, Seller may discontinue future sales of any Products sold hereunder at any time, unless Buyer and Seller have otherwise agreed in writing signed by authorized representatives of both Parties.

为避免歧义，除非买方和卖方已由双方授权代表签署书面协议另有约定，卖方可以在任何时候停止销售任何产品。

### (3) DELIVERY/PERFORMANCE. 交付/履行

a. Except where determined otherwise writing by the Parties, e.g. in a purchase order and order confirmation, all Products supplied by Seller shall be transported FCA INCOTERMS® 2020 Seller's fulfilling plant.

除非各方另有书面约定，例如在采购订单和订单确认书中确定，卖方供应的所有产品均应按照《2020年国际贸易术语解释通则》（INCOTERMS® 2020）的“货交承运人（FCA）

（指定地点）”条款，从卖方的履约工厂交付。

b. Buyer shall be responsible for the proper disposal of all packaging material at its own expense. Notwithstanding the above, where Seller provides reusable packaging, in particular reusable pallets and plastic side-pieces, Buyer shall return such at its own expense and risk to Seller.

买方应自行承担费用妥善处理所有包装材料。尽管有上述规定，如果卖方提供可重复使用的包装，特别是可重复使

用的托盘和塑料侧板·买方应自行承担费用和 risk·将这些包装材料退还给卖方。

c. In case Buyer is responsible for contracting the carrier or the shipping company, it shall inform Seller of its choice with reasonable advance notice. Seller is entitled to disapprove such carrier or shipping company. Where Buyer fails to nominate an acceptable carrier or shipping company, Seller shall be entitled to determine the type of shipment (the transport party, packaging, and dispatch route. Delivery and transport costs as well as the costs of transport insurance for the Products shall be borne by the Buyer in such case or as otherwise agreed. If the Buyer wishes to change the mode of transport (for whatever reason), the Buyer shall also bear possible additional costs arising from the changed mode of transport (e.g., change from sea freight to air freight).

如果买方负责安排承运人或运输公司·买方应提前合理时间通知卖方其选择·卖方有权拒绝该承运人或运输公司·如果买方未能指定一个可接受的承运人或运输公司·卖方有权决定运输方式(运输方、包装和运输路线)·在这种情况下·或如另有约定·产品的运输和运输保险费用应由买方承担·如果买方希望改变运输方式(无论出于何种原因)·买方还应承担因改变运输方式而产生的额外费用(例如·从海运改为空运)。

d. Delivery dates are best estimates only and therefore non-binding. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Neither delay nor default in the delivery of any installment shall relieve Buyer of its obligation to accept and pay for remaining delivery installments.

交货日期仅为最佳估计·因此不具约束力·卖方有权分批交货·合同可按各批交货分开执行·任何一批交货的延迟或违约·均不免除买方接受并支付剩余交货批次的义务。

e. The risk of accidental loss and accidental deterioration of the Products shall pass to the Buyer at the latest where Buyer is in default of acceptance. If the Buyer is in default of acceptance, if Buyer fails to cooperate or if delivery is delayed for other reasons for which the Buyer is responsible for, Seller shall be entitled to demand compensation for the resulting damages including additional expenses (e.g. storage costs).

产品意外灭失和意外损坏的风险最迟在买方延迟接受时转移给买方·如果买方延迟接受·买方未能配合或者由于可归责于买方的其他原因导致交货延迟·卖方有权要求赔偿由此产生的损失·包括额外费用(例如·仓储费用)。

f. In case delivery is delayed due to circumstances in Buyer's area of responsibility (e.g. timely provision by Buyer to Seller of raw materials and/or components, as well as of services, documents, permissions, approvals, etc.), then any delivery deadlines will be extended to match the period of delay plus an additional, reasonable grace period. Furthermore and in addition to any other statutory and/or other rights of Seller, in such cases where this leads to a delay in the shipment of Products and therefore Products remain in Sellers' inventory longer than the agreed date, Seller is entitled to charge a storage fee to Buyer. The storage fee is calculated to the sales value of the Products remaining in Seller's inventory (Formula: cost p. day = Sales value \* base statutory

interest level as determined under § 288 II of the German Civil Code). The same shall apply by extension should Buyer give cause for delay in the production of any ordered Products resulting in storage of raw materials procured. In the case of lost production capacity, Seller is entitled to claim liquidated damages as per the formula above at its discretion. Where Seller can demonstrate that its costs and/or damages exceed the amounts generated through the formula above, it retains the right to demand compensation for such amounts.

如果交货因买方责任范围内的原因(例如·买方及时向卖方提供原材料和/或组件·以及服务、文件、许可、批准等)而延迟·则任何交货期限将延长所延迟期间加上合理的宽限期·此外·在这种情况下·如果导致产品发货延迟·由此导致产品在卖方库存中停留时间超过约定日期·卖方有权向买方收取仓储费·仓储费根据卖方库存中剩余产品的销售价值计算(公式:每日成本 = 销售价值 \* 根据德国民法典第288条第2款确定的基本法定利率)·如果买方导致生产任何已订购产品的延迟·从而导致原材料的存储·也应适用上述规定·在导致产能损失的情况下·卖方有权自行决定根据上述公式要求赔偿·如果卖方能够证明其成本和/或损失超过通过上述公式产生的金额·它保留要求赔偿这些金额的权利。

g. In cases of force majeure and/or any other events outside the control of Seller, e.g. at Seller's suppliers or with any transport parties (such as the non-delivery, incorrect or untimely delivery by suppliers despite a congruent hedging transaction concluded by the Seller, as well as interruptions of operations, traffic disruptions, fire, floods, shortage of manpower, energy, or raw materials, strikes, lockouts, official measures), for which the Seller is not responsible, the delivery time shall be extended for the duration of the disruption and its effect plus an additional grace period for the resumption of normal operations.

在不可抗力和/或其他卖方无法控制的事件的情况下(例如·在卖方的供应商或任何运输方处)·例如供应商的不交货、错误交货或不及时交货(尽管卖方已进行了对等的套期保值交易)·运营中断、交通中断、火灾、洪水、人力、能源或原材料短缺、罢工、封锁、官方措施等·卖方对此不负责任·交货时间应延长中断和影响的持续时间加上一个额外的宽限期·以便恢复正常运营。

#### (4) PRICES, INVOICES AND PAYMENT. 价格、发票和付款

a. Delivery, performance, and invoicing shall be carried out according to the last prices confirmed by Seller.

交货、履行和开具发票应按照卖方确认的最终价格进行。

b. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect an increase in the costs to the Seller which is due to any external factor beyond the control of the Seller (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates.

卖方有权在交货前任何时候通知买方，提高产品价格以反映因任何超出卖方控制范围的外部因素（如汇率波动、货币管制、关税变更、材料成本或其他制造成本的显著增加）而导致的卖方成本增加，或交货日期的任何变更。

c. Prices quoted are exclusive any costs of delivery and/or any other logistic costs, taxes, customs, duties and/or any other similar fees.

所报价格不包括任何运输成本和/或其他物流成本、税费、关税、其他费用以及任何类似费用。

d. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice issuance, without regard to other deliveries.

付款应按照发票上注明的日期支付，或者如果没有注明到期日期，则应在发票开具日期起三十（30）日内支付，无论其他交货情况如何。

e. Any deferred payment deadline granted by Seller, whether as described above or granted separately, remains at all times subject to Seller's credit policies and practices as modified from time to time. Seller reserves the right to, at its sole discretion, approve, disapprove, or change Buyer's credit limit or to impose credit terms. If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, Cash on Delivery (COD), shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements.

卖方授予的任何延期付款期限，无论是如上所述还是单独授予的，始终决定于卖方不时修改的信用政策和实践。卖方保留自行决定批准、拒绝或更改买方的信用额度，或施加信用条款的权利。如果卖方在任何时候确定买方的财务状况或信用状况已经受损或无法达到卖方满意的程度，卖方可以要求提供财务状况证明、预付现金、货到付款（COD）、更短的付款期限和/或要求买方提供令卖方满意的担保，并且卖方可以扣留货物，直到买方遵守这些要求。

f. Without prejudice to any other right or remedy available to the Seller, if the Buyer is in arrears with payment, whether in full or in part, it must pay default interest at 150% of one year's Lone Prime Rate (LPR).

在不影响卖方可能享有的任何其他权利或补救措施的情况下，如果买方未能按时支付款项，无论是全部还是部分，买方必须按照一年期贷款市场报价利率（LPR）的150%支付逾期利息。

g. If a payment in installments has been agreed in the contract, the total unpaid remaining sum shall become payable should the Buyer be in default in payment of even a single payment, whether in whole or in part.

如果合同中约定了分期付款，一旦买方未能按时支付任何一期款项，无论是全部还是部分，剩余的全部未付款项将立即变为到期应付。

h. Additionally, Seller is entitled to (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, and (iii) set-off such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer.

此外，卖方有权：(i) 撤销给予买方的任何信用额度；(ii) 暂停所有未结采购订单下的后续发货，直至买方账户结清为止；(iii) 将该金额抵消卖方或其关联公司应付给买方的任何款项，包括但不限于应付给买方的款项。

## (5) RETENTION OF TITLE. 所有权保留

a. Seller retains title to the Products until all claims arising from the current business relationship between Seller and the Buyer have been settled in full.

卖方保留产品所有权，直至卖方与买方当前业务关系中产生的所有债权得到完全清偿。

b. For the duration of the retention of title, the Buyer may not pledge the retained Products or use them as security and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customers or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.

在所有权保留期间，买方不得将保留所有权的产品进行质押或用作担保，并且只有在正常业务过程中，买方才能将产品转售给再销售商，且前提是再销售商已从其客户处收到付款，或者买方已作出保留，即在客户履行其付款义务之前，产品所有权不会转移给客户。

c. If the delivered item is combined with other items not belonging to the Seller, the Seller acquires co-ownership of the new item as per the ration of the value of the processed item to the new item at the time of processing. If the processing is carried out in such a way that the new item produced by the Buyer should be considered as the main item, then the Buyer transfers the pro-rata co-ownership of this item to the Seller. If the Buyer resells the delivered Products in accordance with their intended use, it hereby assigns to Seller the claims against its buyers arising from the sale, including all ancillary rights, until all its claims have been settled in full.

如果交付的物品与不属于卖方的其他物品结合，卖方将根据加工时加工物品与新物品的价值比例获得新物品的共同所有权。如果加工方式使得买方生产的新物品应被视为主要物品，那么买方将此物品的按比例共同所有权转让给卖方。如果买方按照其预期用途转售交付的产品，它特此将因销售而产生的对买方的债权，包括所有附属权利，转让给卖方，直至其所有债权得到完全清偿。

d. At the request of Seller, the Buyer is obliged to notify the third-party buyers of the assignment and to provide Seller with the information and documents required to assert its rights.

应卖方要求，买方有义务通知第三方买方该债权转让事宜，并向卖方提供为实现其权利所需的任何信息和文件。

e. Seller will release the securities held by it to the extent that their value exceeds the claims to be secured by more than 10% in total.

卖方将在其持有的担保权益的价值超过待担保债权总额10%以上的范围内·释放这些担保权益。

## **(6) SCOPE OF WARRANTY. 质保范围**

a. Except where the Parties agree otherwise in writing, Seller's warranty is restricted to the specifications for the Products in question as publicly available and/or published at the time of order confirmation.

除非各方另有书面约定·卖方的质保仅限于在订单确认时公开获取和/或发布的相关产品的规格。

b. Any warranty for specific quality requirements and/or any intended usage is subject to a corresponding prior, written agreement signed by the Parties. For the sake of clarification, where Seller provides an initial offer based on specific requirements provided by Buyer, such additional requirements only apply where agreed upon in writing in such offer.

对于特定质量要求和/或任何预期用途的任何质保, 需经各方事先签署相应的书面协议确定。特别说明, 如果卖方根据买方提供的特定要求提供初步报价·这些额外要求仅在该报价中书面同意时适用。

c. Where Buyer requests additional requirements, whether before or after any acceptance by Seller as per sub-section 2 above, any acceptance thereof is subject to Seller's written acceptance. In particular, in such cases Seller reserves the right to require additional remuneration, e.g. for forwarding cost increases.

如果买方在上述第2款所述的卖方接受之前或之后提出额外要求·对这些要求的接受需经卖方书面同意。特别是·在这种情况下·卖方保留要求额外报酬的权利·例如·因转发生成本增加而要求额外报酬。

d. Buyer represents and acknowledges that it used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Products and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Products agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected, or designated by Buyer.

买方声明并承认·其使用了其自身的知识、技能、判断、专业知识和经验 (i) 选择产品和/或 (ii) 选择、提供或指定买方和卖方同意的产品规格或规格集; 并且买方声明并承认·买方不依赖卖方、其员工、代理人和/或代表向买方作出或展示的任何口头或书面陈述、声明或样品。在不限制上述内容的前提下·买方同意卖方不对买方提供的、选择的或指定的不准确或不合适的规格、设计或信息负责·并不承担任何相关风险。

e. The Seller reserves the right to make modifications without informing Buyer to assist technical progress, to secure the supply chain and/or to react on market variations. Such changes can be related – but are not limited to – to the production process, ingredients/raw materials/parts and/or auxiliary materials.

卖方保留无需通知买方即可进行修改·以促进技术进步·确保供应链安全和/或应对市场变化的权利。这些变更可能涉及, 但不限于生产工艺、成分、原料/零部件和/或辅助材料。

Where Products contain third party digital elements or other digital content, the Seller shall only be liable for the provision and, if necessary, for the updating of the digital content, to the extent that this is expressly provided for in an explicit agreement in writing concerning specific quality requirements as described above under sub-section a. The Seller accepts no liability for public statements made by the manufacturer or other third parties about such third-party digital elements or other digital content.

如果产品包含第三方数据元素或其他数据内容, 卖方仅在上述a款中规定的有关具体质量要求的明确书面协议中有明确规定的范围内负责提供数字内容·并在必要时负责更新数字内容。卖方对制造商或其他第三方就此类第三方数据元素或其他数据内容发表的公开声明不承担任何责任。

f. Where the Seller provides Services, these shall be provided in accordance with the state of the art then current as of the acceptance of the order in question. The Seller does not provide any further warranty except as provided for in an explicit agreement in writing concerning specific quality requirements. For the avoidance of doubt, where Seller provides technical advice and/or assistance, this is typically provided as a courtesy. Such consultation shall only be deemed an extension of the warranty where it forms the basis of a concrete contract for Services in a written agreement as described above.

当卖方提供服务时·这些服务将按照接受相关订单时的现有技术水平提供。除明确的书面协议中规定的特定质量要求外·卖方不提供任何进一步的保证。为避免歧义·当卖方提供技术咨询和/或协助时·这通常是出于善意。只有当这种咨询成为上述书面协议中具体服务合同的部分时·才视为质保的延伸。

g. Seller's warranties only extend to the Buyer. No other party shall be a third-party beneficiary thereof nor be entitled to make a warranty claim or similar claim against the Seller.

卖方的质保仅适用于买方。任何其他方均无权作为第三方受益人·也不得对卖方提出保证索赔或类似索赔。

h. All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.

卖方提供给买方的所有原型、开发中的产品、测试或试验产品以及样品均按“现状”提供, 不附带任何形式的明示或暗示质保, 并明确不在本条款中规定的质保范围内。买方同

意不对卖方就此类原型、开发中的产品、测试产品和样品提出任何质保索赔或其他索赔。

i. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY.

除本条款中特别规定及法律允许的范围外，所有明示或暗示的保证，包括对适销性、特定用途的适用性、设计和不侵权的暗示保证，均被排除。卖方不保证任何产品将与其他任何产品具有**相互操作性或兼容性**，且买方应独自负责因将产品用作买方或任何第三方的任何其他产品的组成部分或与之结合使用而产生的任何损失、损害或责任。

## **(7) WARRANTY CLAIMS. 质保索赔**

a. To be eligible for a warranty claim, Buyer (i) must fulfill its inspection and notification obligations as described below, (ii) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (iii) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, (iv) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product and (v) must submit such claim to Seller during the warranty period.

要符合质保索赔的资格，买方 (i) 必须履行下述的其检查和通知义务，(ii) 必须在卖方要求时将声称不符合规格的产品退回或以其他方式为卖方提供获得该产品的途径，(iii) 必须在卖方要求时允许卖方合理参与与声称不符合规格的产品相关的任何根本原因分析，(iv) 必须在卖方要求时向卖方提供与不符合规格的产品相关的任何适用的保证相关数据的访问权限，(v) 必须在质保期内向卖方提交该索赔。

b. Buyer is obliged to inspect all Products immediately upon receipt and to notify Seller immediately in writing of any defects. If Buyer fails to notify Seller as per above, then the Products are deemed approved and accepted as is, unless the defect is one which was not apparent on inspection, in which case it shall only be deemed approved and the Product in question accepted where Buyer fails to notify Seller without undue delay of the (hidden) defect promptly upon discovery. Seller does not under any circumstances waive the objection of late, insufficient, or unfounded notice of defects through negotiations concerning a complaint. Any acknowledgement of a defect must be made in writing to be binding.

买方有义务在收到后立即对所有产品进行检查，并立即以书面形式通知卖方其发现的任何缺陷。如果买方未能按照上述要求通知卖方，则产品被视为经检查并接受，除非该

缺陷是检查时**并不显著的**，在这种情况下，只有当买方在发现后未能及时且无不当延误地通知卖方该（隐藏的）缺陷时，才视为产品被接受。在任何情况下，卖方都不会因就投诉进行协商而放弃对迟延、不足或无根据的缺陷通知提出异议。对任何缺陷的认可必须以书面形式作出才具有约束力。

c. Subject to the conditions above, where a Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (i) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (ii) repair or replace the non-conforming Product. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

在满足上述条件的前提下，如果产品不符合质保，卖方将自行选择，且作为买方唯一的补救措施，(i) 向买方退还不符合规格的产品的购买价格扣除运输和处理费用的部分，或(ii) 修理或更换不符合规格的产品。除非在销售条款中特别规定，否则买方无权将产品退回卖方。

d. Except to the extent that mandatory provisions of law require otherwise, the warranty period for claims for defects shall end with the expiration of twelve months from delivery of the Product. This period shall not be extended by subsequent performance. If a formal acceptance is agreed, the warranty period shall commence with acceptance.

除非与强制性法律规定要求有所不同，否则对缺陷的质保索赔期限将在产品交付后十二个月结束。此期限不会因后续履行而延长。如果约定进行正式验收，则保证期限将从验收时开始。

## **(8) LIABILITY. 责任**

a. Except as otherwise provided for herein, Seller is liable as per the statutory provisions for damages resulting from its willful and/or gross negligent breach of duty as well as in cases of the culpable injury to life, body, and health, and where mandatory provisions of law require such (e.g. where provided for in the product liability act). Where Seller negligently breaches a so-called cardinal duty (an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely), Seller's liability is limited to the foreseeable damage typically occurring in comparable cases. Otherwise, Seller's liability is excluded.

除非本条款另有规定，卖方应根据法定条款对因故意和/或重大过失违反义务，以及在因过错造成生命、身体和健康损害的情况下而导致的损害，以及在强制性法律规定要求的情况下承担责任（例如，在产品责任的法律中规定的）。如果卖方因过失违反了所谓的根本义务（履行该义务是合同得以正常履行的前提，且合同伙伴通常可以依赖其履行），则卖方的责任限于在类似情况下通常可预见的损害。在其他情况下，卖方不承担责任。

b. Limitations of liability contained herein shall also apply in the event of breach of duty by Seller's legal representatives or vicarious

agents. To the extent Seller's liability is excluded according to these provisions, this shall also apply to the personal liability of Seller's employees and vicarious agents.

本条款中规定的责任限制也适用于卖方的法定代表人或代理人的违反义务行为。在这些条款排除卖方责任的范围内，这也适用于卖方员工和个人代理人的个人责任。

c. Seller disclaims any and all liability for or related to matters for which it is not responsible e.g.: (i) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (ii) any system or the operation thereof into which the Seller's Products are incorporated, (iii) any designs, specifications or requirements provided by Buyer, (iv) Services performed in connection with products that are not manufactured by Seller, (v) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller, and (vi) defects resulting from failure to observe or follow any Product information or instructions provided by Seller.

卖方免除对其不负责的事项的责任，例如：(i) 根据本协议未由卖方供应或制造的设备、产品或人员，包括但不限于与卖方产品连接、结合或一起使用的设备和产品。

(ii) 卖方产品被纳入的任何系统或其运行，(iii) 买方提供的任何设计、规格或要求，(iv) 与非卖方制造的产品相关的服务，(v) 由非卖方的任何人因误用、滥用、粗心处理、污损、修改或更改而导致的缺陷，以及(vi) 因未遵守或遵循卖方提供的任何产品信息或说明而导致的缺陷。

d. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFIT, LOST BUSINESS AS WELL AS FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER. ALL CLAIMS OF BUYER AGAINST SELLER IN CONNECTION WITH THE PROVISION OF PRODUCTS HEREUNDER MUST BE MADE WITHIN 12 MONTHS OF DELIVERY, OR WHERE A FORMAL ACCEPTANCE HAS BEEN AGREED UPON WITHIN 12 MONTHS THEREOF, OR ELSE SHALL BE DEEMED WAIVED.

在任何情况下，卖方均不对失去的利润、失去的业务以及因违反质保而产生的任何特殊、附带（偶发）或间接（后果性）损害承担责任，即使上述明示的质保未能达到其基本目的。此处提及的质保是卖方唯一且排他的保证。买方对卖方与根据本协议提供产品相关的任何索赔，必须在交货后12个月内提出，或者如果约定了正式验收，则在验收后12个月内提出，否则将被视为放弃。

e. If Buyer distributes or resells the Products and/or provides Services in connection with such resale or distribution, Buyer represents and warrants that it will cause its customers to receive and accept the warranty and remedy limitations set forth herein.

如果买方转售或分销产品和/或在转售或分销过程中提供服务，买方声明并保证将使其客户接受并同意此处规定的质保和补救措施限制。

f. Buyer furthermore acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Products.

此外，买方承认卖方已向买方提供产品信息，其中包括有关产品的警告以及安全和健康信息。

g. Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages, and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

买方声明并同意，其将传播此类信息，以警告可能接触到此类危险的人员可能存在的危险，包括但不限于买方的员工、代理人、承包商和客户。买方同意使卖方免受因买方未能履行本段义务而产生或相关的任何损失、损害和费用，包括但不限于律师费和诉讼费用。

## (9) INTELLECTUAL PROPERTY RIGHTS. 知识产权

a. "Intellectual Property Rights" shall mean any and all: (i) copyrights, trademarks, trade names, domain names, designs, utility models, patents and application thereof; (ii) rights relating to innovations, know-how, inventions, trade secrets, and confidential, technical, and non-technical information, in particular, specifications, requirements, samples, software or drawings; (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist as of the effective date of this Agreement or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

“知识产权”指任何及所有：(i) 版权、商标、商号、域名、设计、实用新型、专利及其申请；(ii) 与创新、专有技术、发明、商业秘密以及保密的、技术的和非技术的信息有关的权利，特别是规格、要求、样品、软件或图纸；

(iii) 精神权利、掩膜作品权、著作权和公开权；以及 (iv) 在世界任何地方存在的其他工业、专有和知识产权相关权利，这些权利在本协议生效之日存在或此后产生，以及上述所有权利的续期和延长，无论这些权利是否已根据相关立法在这些司法管辖区的适当机构进行了注册。

b. The Seller shall only be liable for third-party Intellectual Property Rights infringement claims that are finally confirmed by a court decision and provided that at least one of the rights in the family of related rights has been granted and/or published by the European Patent Office/European Intellectual Property Office or by the relevant Patent and/or Trademark Office in Germany, , China or the United States of America. Furthermore, if a third party asserts claims of infringement of its Intellectual Property Rights against Buyer, the Supplier shall only be liable to Buyer if the claim relates to a contractually agreed use of the Products and only as follows: In

the event the third party successfully claims the infringement of its Intellectual Property Rights, the Seller can, at its sole discretion and cost, but is not obliged to: (i) modify the Products in order to avoid the infringement of the Intellectual Property Rights, or (ii) exchange such Products, or (iii) procure a license.

卖方仅对经法院判决最终确认的第三方知识产权侵权索赔承担责任。前提是相关权利家族中至少有一项权利已由欧洲专利局/欧洲知识产权局或德国、中国或美国的相关专利和/或商标局授予和/或公布。此外，如果第三方对买方提出其知识产权侵权索赔，卖方仅在索赔涉及产品合同约定的使用情况下对买方承担责任，并且仅按以下方式承担责任：如果第三方成功主张其知识产权被侵权，卖方可以自行决定并承担费用，但没有义务：(i) 修改产品以避免侵犯知识产权，或(ii) 更换此类产品，或(iii) 获得许可。

c. Seller's liability shall only apply if the Buyer: (i) immediately informs the Seller in writing about the claims asserted by the third party, (ii) does not acknowledge any alleged infringement, and (iii) does not engage in any negotiations, including any amicable settlement, unless he obtains the Seller's prior approval.

卖方的责任仅在买方满足以下条件时适用：(i) 立即以书面形式通知卖方第三方提出的索赔，(ii) 不承认任何所谓的侵权行为，以及(iii) 在未获得卖方事先批准的情况下，不进行任何谈判，包括任何友好和解。

d. Notwithstanding the foregoing, the Seller shall not be liable with respect to any infringement claims arising out of or relating to either: (i) the fact that the Products have been integrated or used in a context different from the context on which the Seller has developed and delivered the Products if the infringement would not have occurred without such use or incorporation; or (ii) the fact that the Products have been modified without the Seller's prior written consent, or (iii) the fact that the Products were sold by a third party other than the Seller; or (iv) the Buyer's specific instructions or specifications; or (v) unless otherwise contractually agreed, any allegation that the Products, including software, infringe Standard Essential Patents. "Standard Essential Patents" means incorporation by components, including software, of any patents (in any country of the world) as to which it is, or is claimed by the patent owner to be, not possible on technical grounds, taking into account normal technical practice to make, sell, lease, otherwise dispose of, repair, use or operate equipment or methods which comply with an applicable standard without infringing such patent.

尽管有上述规定，卖方对于因以下原因引起或相关的任何侵权索赔均不承担责任：(i) 产品被集成或用于与卖方开发和交付产品时不同的背景中，如果没有这种使用或整合，侵权就不会发生；或(ii) 未经卖方事先书面同意对产品进行了改动；或(iii) 产品由卖方以外的第三方销售；或(iv) 买方的具体指示或规格；或(v) 除非另有合同约定，否则任何声称产品(包括软件)侵犯标准必要专利的指控。“标准必要专利”是指任何专利(在世界任何国家)被组件(包括软件)纳入，专利所有者声称，从技术上讲，考虑到正常的行业技术实践，不可能在不侵犯该专利的情

况下制造、销售、出租、以其他方式处置、修理、使用或操作符合适用标准的设备或方法。

e. Buyer shall indemnify and hold harmless Seller and/or its affiliates from and against all liabilities, claims, damage (including lost profits), proceedings, demands, orders, suits, costs, losses and expenses, including reasonable attorneys' fees and expenses whether deriving from these Conditions of Sale, common law, statute or otherwise, whether present or future, actual or contingent, direct or indirect, ascertained or unascertained or disputed arising from and/or in connection with Buyer's specific form of use of the trademarks of Seller or its Affiliates falling under the definition of Intellectual Property Rights, provided that such use has not been made in compliance with these Conditions of Sale and/or with the prior written consent by the Seller.

买方应赔偿并使卖方及其关联公司免受所有责任、索赔、损害(包括利润损失)、程序、要求、命令、诉讼、成本、损失和费用(包括合理的律师费和费用)，无论是源于这些销售条款、普通法、法规还是其他，无论是现在还是将来，实际的还是或有的，直接的还是间接的，确定的还是未确定的或有争议的，这些都与买方对卖方或其关联公司的商标的特定使用形式有关，这些商标属于知识产权的定义范畴，前提是这种使用未按照这些销售条款进行，也未获得卖方的事先书面同意。

f. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

在任何情况下，卖方均不对因侵犯知识产权而引起或相关的任何附带(偶发)或间接(后果性)损害承担责任。

#### (10) LICENSES. 许可

a. The sale of the Products furnished hereunder does not convey any license by implication, estoppel or otherwise under any Intellectual Property Rights of Seller. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions and any kind of Intellectual Property Rights relating to the Products covered by these Conditions of Sale.

根据本协议提供的产品的销售并不通过暗示、禁止反言或其他方式授予卖方任何知识产权的许可。除非另有书面约定，卖方保留与这些销售条款涵盖的产品相关的发明以及任何种类的知识产权的所有权和所有权利。

b. The Products may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (i) Seller (or its supplier) retains all title and ownership to copyright and other Intellectual Property Rights in the software; (ii) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (iii) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware product for which it is designed.

产品可能包含以固件程序形式嵌入其电路或加载到存储器中的软件。买方购买该产品包括一项非独占许可，仅作为产品的一部分，并且仅在以下条件下使用和再许可该软件：(i) 卖方（或其供应商）保留软件中版权和其他知识产权的所有所有权和所有权；(ii) 买方仅在转让产品的同时转让软件的占有权；以及(iii) 买方不得从软件中删除任何版权通知或专有标记，或在除卖方设计的硬件产品之外的任何硬件上使用该软件。

c. The Products furnished hereunder contain valuable trade secrets of Seller and, therefore, Buyer agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller Products including software, except where otherwise provided for under mandatory provisions of law. In such cases, Seller shall notify Buyer thereof without undue delay. Since unauthorized use of Products including software will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, is entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

根据本协议提供的产品包含卖方宝贵的商业秘密，因此，买方同意，其不会翻译、逆向工程、反编译或拆解或以其他方式未经授权的方式使用这些卖方产品，包括软件，除非法律另有强制性的规定。在这些情况下，卖方将毫不延迟地通知买方。由于未经授权使用产品（包括软件）将极大地降低这些商业秘密的价值并给卖方造成无法弥补的损害，买方同意，卖方除可能拥有的任何其他补救措施外，还有权获得公平救济以保护这些商业秘密，包括但不限于在无需卖方证明损害的情况下获得临时和永久禁令救济。

Any use of any trademark, including any trademarks of Seller or its Affiliates falling under the definition of Intellectual Property Rights by Buyer is subject to Seller's prior written approval (email sufficient) unless the use of the trademarks is admissible under the applicable law. IN NO EVENT SHALL BUYER DISCLOSE INFORMATION RELATED TO PRICES OR OTHER COMPETITIVELY SENSITIVE INFORMATION TO SELLER.

买方对任何商标的使用，包括属于知识产权定义范畴的卖方或其关联公司的任何商标，需获得卖方的事先书面批准（电子邮件即可），除非根据适用法律，该商标的使用是被允许的。在任何情况下，买方均不得向卖方披露与价格或其他具有竞争敏感性的信息。

d. Buyer shall ensure that the Products are marketed in a way and/or the trademarks of Seller or its Affiliates are used in a way that neither impairs nor damages nor will or may be detrimental to the reputation or goodwill associated with the trademarks of Seller or its Affiliates and/or Seller and/or its Affiliates.

买方应确保产品营销方式和/或卖方或其关联公司的商标的使用方式，既不会损害也不会贬低，也不会对与卖方或其关联公司的商标以及/或者卖方和/或其关联公司相关的声誉或商誉产生不利影响。

e. Any use of the trademarks of Seller or its Affiliates by Buyer shall inure to the benefit of the Seller and/or its Affiliates. To the extent Buyer acquired nevertheless its own trademark or other rights arising from the use of the trademarks of Seller or its Affiliates or similar signs, Buyer hereby assigns these rights and benefits to Seller or one of its Affiliates. Seller or its Affiliate hereby accepts this assignment. Seller or its Affiliate are entitled to transfer the rights to a third party. Buyer will take any steps necessary and provide any relevant documents and declarations to furnish said assignment upon first request by Seller or its Affiliate.

买方对卖方或其关联公司的商标的任何使用，均应使卖方和/或其关联公司受益。尽管如此，如果买方仍然获得了其自己的商标或因使用卖方或其关联公司的商标或类似标识而产生的其他权利，买方特此将这些权利和利益转让给卖方或其关联公司。卖方或其关联公司特此接受该转让。卖方或其关联公司有权将这些权利转让给第三方。应卖方或其关联公司的首次要求，买方将采取任何必要的步骤，并提供任何相关的文件和声明，以完成上述转让。

f. The Parties agree that in the event the Seller develops any Intellectual Property Rights which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with the Buyer, all rights and ownership in such Intellectual Property Rights shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such Intellectual Property Rights it may have in connection with the Products to the extent any is developed jointly by Buyer and Seller shall cause all of its employees and contractors who contributed to such development to waive or assign all Intellectual Property Rights, including but not limited to, all moral rights they may have in such Intellectual Property Rights.

双方同意，如果卖方单独或与买方共同开发与产品相关的任何知识产权，这些知识产权的所有权利和所有权应由卖方拥有，并且在此归属于卖方。买方特此将其可能拥有的与产品相关的任何此类知识产权转让给卖方。买方应促使其所有参与该开发的员工和承包商放弃或转让他们可能拥有的所有知识产权，包括但不限于所有精神权利。

#### (11) CONFIDENTIAL INFORMATION. 保密信息

Unless provided for otherwise in a separate agreement, where Seller discloses information to Buyer which Seller deems confidential or proprietary, Buyer shall keep such information confidential and shall not disclose such to any third party without prior written authorization of Seller. Notwithstanding the above, Buyer may allow its employees access to such information where these require such for the proper performance of their duties towards Seller, subject to the requirement that they be bound by confidentiality requirements at least as strict as those included here. Buyer shall be liable for their actions as if it itself had acted. Buyer's obligations with respect to such information shall continue for five (5) years after receipt thereof.

除非在单独的协议中另有规定，如果卖方向买方披露卖方认为是保密或专有的信息，买方应对此类信息保密，并且未经卖方事先书面授权，不得向任何第三方披露。尽管有上述规定，买方可以允许其员工访问此类信息，前提是这

些员工需要这些信息以适当履行其对卖方的职责，并且前提是这些员工应受至少与本条款中包含的保密要求一样严格的保密要求的约束。买方应对他们的行为负责，就像买方自己的行为一样。买方对这些信息的义务将在收到这些信息后继续有效五年（5）年。

#### **(12) GENERAL COMPLIANCE. 总体合规要求**

a. Buyer shall always comply with all applicable laws including but not limited to national, federal, provincial, state, municipal and local laws, orders, rules, tax codes and/or any other official regulations in all relevant jurisdictions.

买方应始终遵守所有在所有相关司法管辖区的适用法律，包括但不限于国家、联邦、省、州、市和地方法律、命令、规则、税法和其他任何官方法规。

b. Buyer undertakes to comply with the compliance obligations as contained herein as well as OESL's Business Partner Code of Conduct ("BPCoC") as updated from time to time.

买方承诺遵守本协议中包含的合规义务以及不时更新的欧屹集团商业伙伴行为准则（"BPCoC"）。

c. Buyer shall provide any and all documents or information reasonably requested in order to verify the compliance obligations contained and/or referenced herein. This shall include e.g. any and all information and documentation requested by any authorities due to or in relation to the entering into and/or performance of this Agreement. Such information and documentation shall be provided by Buyer without undue delay, at the latest within 14 days of Seller's request.

买方应提供任何及所有合理要求的文件或信息，以证明其遵守了本协议中包含和/或引用的合规义务。应包括例如任何及所有因本协议的签订和/或履行而由任何当局要求的任何信息和文件。买方应在卖方要求后不存在不当延迟的，最晚不晚于的14天内，提供此类信息和文件。

d. In case of breach of the provisions of OESL's Business Partner Code of Conduct or any other compliance obligations provided for and/or referenced in these Global Conditions of Sale, Seller will have the right to terminate the corresponding contract(s) including the business relationship extraordinarily.

如果违反欧屹集团商业伙伴行为准则或这些全球销售条款中规定和/或引用的任何其他合规义务，卖方将有权立即终止相应的合同，包括业务关系。

e. In such cases of breach as described above, Buyer shall also indemnify and hold harmless Seller from any and all damages, costs, etc. incurred as a consequence thereof.

在上述违反规定的情况下，买方还应赔偿并使卖方免受因此产生的一切损害、成本等。

#### **(13) EXPORT COMPLIANCE. 出口合规**

a. Buyer unconditionally and irrevocably agrees that it shall always comply with all applicable national and international (re-)export control regulations, including any applicable embargos, sanctions or other restrictions concerning the export of goods,

software, services or technology (hereinafter "Export Control Laws"). Buyer agrees that it shall not, directly or indirectly, export, re-export, transfer, sell, resell, ship, or divert any product, material, technology, technical data, software or service furnished to it by Seller to any company, country, entity, or person in violation of the Export Control Laws or of necessary licensing requirements and that the Products and/or the Software are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless all necessary licenses have been obtained.

买方无条件且不可撤销地同意，其将始终遵守所有适用的国家和国际（再）出口管制法规，包括任何适用的禁运、制裁或其他有关商品、软件、服务或技术出口的限制（以下简称“出口管制法”）。买方同意，其不会违反出口管制法或必要的许可要求直接或间接地将卖方提供给其的任何产品、材料、技术、技术数据、软件或服务出口、再出口、转让、销售、转售、运输或转移给任何公司、国家、实体或个人，并且产品和/或软件并非用于禁止或许可的与军备相关、核或武器相关的用途，除非已获得所有必要的许可。

b. Buyer confirms that neither it or any of its subsidiaries or affiliates or, to the Buyer's knowledge after due and careful inquiry, any director, officer or employee of the Buyer or any of its subsidiaries or affiliates involved in the order is (i) listed on any relevant US sanctions list, any relevant EU sanctions list or any other applicable sanctions list; (ii) is located in a country or territory which is a target of US/EU or any other applicable sanctions or whose government is currently the target of afore-mentioned sanctions; (iii) a Person who is directly or indirectly owned or controlled by any Person currently on a US/EU or any other applicable sanctions list, or is directly or indirectly owned or controlled by any Person who is in a country or territory that is target of, or whose government is currently a target of, afore-mentioned sanctions.

买方确认，据买方在经过适当和仔细调查后的了解，无论是其自身还是其任何子公司或关联公司，参与订单的买方或其任何子公司或关联公司的任何董事、高级职员或员工（i）未被列入任何相关的美国制裁名单、任何相关的欧盟制裁名单或任何其他适用的制裁名单；（ii）未位于美国/欧盟或任何其他适用制裁的目标国家或地区，或其政府目前是上述制裁的目标；（iii）未被任何目前在美国/欧盟或任何其他适用制裁名单上的个人或实体直接或间接拥有或控制，或者未被位于美国/欧盟或任何其他适用制裁的目标国家或地区，或其政府目前是上述制裁的目标的个人或实体直接或间接拥有或控制。

c. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with Export Control Laws, including in relation to the end-user, end-use and destination country for the items furnished by Seller, in the format required by Seller.

买方应迅速向卖方提供完整且准确的信息和文件，以确保符合出口管制法的要求，包括与卖方提供的物品的最终用

户、最终用途和目的地国家相关的信息，格式需符合卖方要求。

Except to the extent and in a manner specifically agreed by Seller in advance in writing and signed by an authorized representative of Seller, Buyer shall in no event (i) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to any applicable Export Control Laws, or (ii) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

除非经卖方事先书面同意并由卖方授权代表签署，买方在任何情况下都不得 (i) 向卖方提供任何受适用出口管制法限制出口、发行或披露的产品、信息、材料、软件、数据或技术，或 (ii) 要求卖方设计、制造、修改、销售或以其他方式进行与这些受出口管制的物项有关的行为。

d. Buyer shall indemnify and hold Seller harmless for all claims, demands, cost, fines, penalties, fees, expenses, or losses, including the reasonable fees, charges, and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance provisions.

买方应赔偿并使卖方免受因买方未能遵守上述出口和制裁合规条款（无论是故意还是无意）而产生的一切索赔、要求、成本、罚款、罚金、费用、开支或损失，包括合理的律师费、收费和支出。

#### **(14) GENERAL. 一般条款**

a. Should a provision of these Conditions of Sale and the further contract made be or become invalid and/or unenforceable, this shall not affect the validity of the rest of these Conditions of Sale. In place of any invalid and/or unenforceable provision, a legally valid and enforceable provision shall be understood which comes closest to the economic intent of the Parties at the time the concrete order subject to these Conditions of Sales was concluded. 如果这些销售条款及后续合同中的任何条款无效或不可执行，这不会影响这些销售条款其余部分的有效性。对于任何无效或不可执行的条款，应理解为存在一个合法有效且可执行的条款，该条款最接近各方在签订具体订单时的经济意图。

b. Any modifications, additions and/or amendments to contracts made, including to these Conditions of Sale, shall be effective only if agreed in writing by the Parties. This shall apply as well to any modifications of this written form requirement.

对于已签订的合同，包括这些销售条款的任何修改、补充和/或修订，只有在各方书面同意的情况下才有效。这同样适用于对书面形式要求的任何修改。

c. Buyer is entitled to retain payments and/or to set-off amounts owed on the basis of counterclaims, subject however at all times to the condition that such counterclaims of Buyer have been accepted by Seller or have been legally established by means of a final, binding court decision.

买方有权根据反索赔保留付款和/或抵销欠款，但前提是买方的反索赔已被卖方接受，或者通过最终的、具有约束力的法院判决在法律上得到确认。

d. The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in these Conditions of Sale or to exercise any right under these Conditions of Sale, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.

任何一方在任何一次或多次未能坚持履行这些销售条款中的任何条款、约定或条件，或未能行使这些销售条款下的任何权利，不应被解释为对该条款、约定或条件的未来履行或任何此类权利的未来行使的放弃。

e. No right, interest or obligation in these Conditions of Sale may be assigned or delegated by either Party without the previous written permission of the other Party. These Conditions of Sale are binding upon and shall inure to the benefit of the Parties and their respective successors. Notwithstanding the above, Seller may assign these Conditions of Sale including the corresponding transaction(s), in whole or in part, as well as any rights and/or obligations in relation thereunto without the consent of Buyer to (i) any affiliate or subsidiary, as well as to (ii) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets of Seller to such third party.

未经另一方事先书面许可，任何一方均不得转让或委托这些销售条款中的任何权利、利益或义务。这些销售条款对各方及其各自的继承人具有约束力，并使其受益。尽管有上述规定，卖方可以在未经买方同意的情况下，将这些销售条款（包括相应的交易）以及与之相关的任何权利和/或义务，全部或部分转让给 (i) 任何关联公司或子公司，以及 (ii) 在合并、股权转让、资产重组、转换、合并或其他业务合并或出售卖方全部或几乎所有资产给该第三方的情况下，转让给第三方。

f. Section and paragraph headings used in these Conditions of Sale are for convenience only and are not to be deemed or construed to be part of these Conditions of Sale.

这些销售条款中使用的章节和段落标题仅为了方便起见，不应被视为或解释为这些销售条款的一部分。

g. These Conditions of Sale are and shall be governed and interpreted in accordance with the laws of People's Republic of China, without reference to principles of choice and conflicts of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG/UN Sales Convention) shall not apply. With respect to any disputes related to this Agreement, both Parties shall negotiate for a resolution in good faith. If the dispute cannot be resolved through negotiation, then either Party may submit the dispute to Shanghai International Economic and Trade Arbitration Commission for arbitration. The Court of Arbitration shall consist of three (3) arbitrators. The arbitration award is final and binding to both Parties.

这些销售条款应受中华人民共和国法律管辖并依其解释，不涉及法律选择和法律冲突原则。1980年4月11日的《联合国国际货物销售合同公约》（CISG/UN销售公约）的规定不适用。对于任何和本销售条款有关的争议，双方应本着善意协商解决。如无法经协议解决争议，则任一方皆可提交

上海国际经济贸易仲裁委员会仲裁，仲裁庭应当由三名仲裁员组成。仲裁裁决对双方而言是终局的和有约束力的。

**12/2025**