STANDARD TERMS AND CONDITIONS OF SALE

In these Standard Terms and Conditions of Sale (these "**Terms**"), "**Seller**" shall mean the Interplex legal entity providing goods, materials, equipment and/or services (collectively, "**Products**") to the purchaser of such Products ("**Customer**").

1. **APPLICATION.** Unless Customer and Seller have signed a specially negotiated agreement, these Terms (a) shall apply to any accompanying quotation for sale of Products by Seller to Customer or any document to which they are attached or referenced, whether gratuitous or otherwise, and (b) are deemed to be immediately incorporated into such quotation or document. Each quotation is expressly made conditional on Customer's acceptance of these Terms without deviation. These Terms are also deemed to prevail over any standard terms and conditions of the Customer. Seller hereby objects to and rejects any additional or different terms proposed by Customer, including those terms contained in Customer's purchase order, award letter, order release, scheduling document or other documents, unless Seller expressly agrees to such terms in writing. Seller's fulfilment of Customer's order or any other conduct does not constitute acceptance of any of Customer's terms and conditions and does not serve to amend or modify these Terms. Every amendment, modification, addition or waiver of these Terms or any part thereof is subject to Seller's right to make an adjustment in the price of the Products to cover Seller's estimated cost to implement such change. No amendment, modification, addition or waiver of any provision of these Terms shall be effective unless it is in writing and duly signed by an authorised representative of Seller or is otherwise executed in writing in accordance with the applicable law. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any amendment, modification, addition or waiver of these Terms. These Terms shall not be modified in any way by course of performance, course of dealing, trade custom or usage. Notwithstanding the foregoing, if there is any conflict between these Terms and the Seller's quotation for the sale of any Products, the terms of such quotation shall prevail.

2. **ACCEPTANCE.** Each quotation is available for Customer's acceptance within the period or by the date specified in such quotation or, when no period or date is specified, within thirty (30) days from the date of the quotation. Notwithstanding the foregoing, Seller shall be permitted to deliver a written notice to Customer to withdraw or revoke a quotation at any time prior to Seller's receipt of Customer's acceptance of such quotation. Seller's quotation may not be disclosed by Customer to any third party or used by Customer in any way to request for quotation for similar Products as those quoted by Seller. Any of the following acts by Customer shall constitute its acceptance of a quotation and these Terms in its entirety: (a) upon Seller's receipt of the quotation signed by Customer or other written indication of acceptance by Customer; (b) issuing a

标准销售条款和条件

在本标准条款和条件（以下简称为"本条款"）中，"卖方"是指向购买方（以下简称为"顾客"）提供商品、材料、设备和/或服务（以下统称为"约定产品"）的 Interplex 法律实体。

1. **适用范围。**除非顾客和卖方经特别协商签署了协议，否则（a）本条款适用于卖方就约定产品之销售向顾客开具的附有本条款的任何报价单，或者以本条款为附件或提及本条款的任何文件，无论是否无偿，（b）同时本条款也视为立即纳入上述报价单或文件。每份报价单均明确以顾客完全接受本条款为前提。即使顾客有任何标准条款和条件，也以本条款为准。卖方兹反对并拒绝接受顾客提出的任何附加条款或不同条款，包括顾客的采购订单、中标函、订单发放、调度文件或其他文件中所含的此类条款，除非卖方明确对其给予书面同意。卖方履行顾客的订单或任何其他行为，不代表接受顾客的任何条款和条件，也不视为修改或修订本条款。本条款或其中部分内容如有任何修改、修订、补充或弃权，卖方均有权调整约定产品的价格，以抵消卖方为实施此类更改而预计将产生的费用。除非以书面形式做出并经卖方授权代表正式签署，或者以其他符合适用法律规定的书面形式进行签订，否则任何对本条款中的任一条款的修改、修订、补充或弃权均无效。特此告知：卖方未授权任何他人同意对本条款做出任何修改、修订、补充或弃权，并且将来也不会做出此类授权。本条款不因各方履约行为、交易行为、贸易惯例或习俗而改变。尽管有上述规定，若这些规定与约定产品销售报价单的条款有任何不一致之处，应以报价单的条款为准。

2. **接受报价。**每份报价单发出后，顾客可在报价单上注明的期限内或截止日期之前接受该报价单，若无注明期限或截止日期，则顾客可在报价单开具日期后三十（30）天内接受。即使有前述规定，卖方在收到顾客对报价单的接受函之前，可随时向顾客发出书面通知，撤回或取消该报价单。顾客不得向任何第三方披露卖方的报价，也不得以任何方式利用该报价来寻求类似产品的报价。顾客如做出以下任一行为，则构成接受报价单及本条款全部内容：（a）卖方收到经顾客签署的报价单或者顾客表示接

purchase order for Products on the same or substantially the same price as reflected on the face of the quotation; (c) accepting delivery of Products; or (d) by other conduct which fairly recognises the existence of a contract for the purchase and sale of Products. Seller is entitled to accept or reject: (i) any order received from Customer which is not a response to Seller's quotation; or (ii) any order or written response to Seller's quotation received from Customer which deviates from the terms contained in such quotation and/or these Terms. Seller is only deemed to have accepted and be bound by an order or response to a quotation if it issues a written confirmation to Customer ("**Order Confirmation**"). Prior to the Order Confirmation, Seller may at any time, correct any typographical, clerical or other error or omission in the quotation issued without incurring any liability.

受报价的其他书面文件；（b）顾客按照与报价单显示价格相同或大体相同的价格，就约定产品发出采购订单；（c）顾客接受约定产品的交付；或者（d）可公允地辨识存在约定产品买卖合同的其他行为。卖方有权决定接受或拒绝：（i）顾客并非回应卖方报价单所发出的订单；或（ii）顾客发出的偏离报价单所含条款和/或本条款的订单或书面回复。在卖方收到顾客为回应报价单所发出的订单或回复之后，唯有卖方向顾客发出书面确认（以下称为"订单确认书"）时，方可视为卖方接受该订单或回复，并受其约束。在发出订单确认书之前，卖方可随时更正已发出报价单中的印刷错误、文书错误或其他错误或遗漏，而不承担任何责任。

3. **PRICING.** Unless otherwise stated, price(s) quoted are in United States Dollars and exclude all applicable duties and taxes (including but not limited to federal, state, provincial and local taxes, excise tax, value added tax, goods and services tax and/or similar charges imposed by any public authority). All such duties and/or taxes shall, where Seller is required by law to pay or collect them, be added to the invoice as separate charges by Seller and paid by Customer unless a valid tax exemption certificate is provided by Customer to Seller prior to the delivery of Products. To the extent Customer is required to withhold or deduct any taxes from payments due to Seller, Customer shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable tax treaty and shall furnish Seller with such evidence as may be required by Seller's tax authorities to establish that such tax has been paid so that Seller may claim any applicable tax credit. Seller has the right to adjust prices to take into account any increase in the cost of materials, metals, energy, labour, storage, transportation or other production-related costs (including manufacturing, treating, coating and plating costs), any revision of the applicable duties or taxes, any change in the delivery dates, quantities or specifications for the Products, any currency regulation and/or foreign exchange fluctuations. Cost of non-standard packaging is not included in the price of Products and any corresponding additional costs shall be charged separately to Customer. Seller will exercise reasonable care in packaging Products for shipment and no responsibility is assumed by Seller for delay or damage after delivery. The quoted price(s) assume that (a) each order will meet the applicable minimum order quantity requirements and the aggregate order quantities in each year shall be at least ninety percent (90%) of Customer's forecasted annual volume for that year, (b) each order will not exceed the applicable maximum weekly capacity, (c) the delivery dates will take into account applicable lead times, and (d) work will be performed during normal working hours (in shifts of 8 hours) at the local site, from Monday to Friday, excluding holidays. Any costs for overtime hours, excess order amounts or expedited delivery will be separately charged and payable as agreed between Customer and Seller.

3. **定价。**除另有说明外，报价均以美元为单位，并且不含所有适用的关税和税费(包括但不限于联邦、州、省和地方税费、消费税、增值税、商品及服务税和/或任何公共机构征收的类似税费)。若法律要求须由卖方缴纳或代缴各项关税和/或税费的，则卖方应将其作为卖方分别收取的费用写入发票中，由顾客支付，除非顾客在约定产品交付之前向卖方提交有效的免税凭证。若顾客按要求须从应付给卖方的款项中预扣或扣除任何税费，顾客应尽商业上合理的努力，按相关税务条约规定最大限度减少该税费的金额，并且向卖方提供其税务部门可能会要求提交的凭证，证明已缴纳该项税费，以便卖方申请税收减免。由于材料、金属、能源、人工、储存、运输或其他生产相关成本（包括制造、处理、涂布和电镀成本）等费用上涨，关税或税费的变化，约定产品的交付日期、数量或规格的变更，货币监管以及外汇波动，卖方有权调整价格。非标准包装的成本不包含在约定产品的价格内，由此产生的额外成本将单独向顾客收费。卖方将合理谨慎地包装约定产品以便运输，但卖方对交付后发生的延迟或损坏不承担责任。所报价格基于以下假定情形：（a）每个订单均满足适用的最低订单数量要求，并且一（1）年订单总量至少达到顾客预测年度数量的百分之九十（90%）；（b）各订单均不会超过适用的每周最大产量；（c）确定交付日期时将考虑适用的提前期/周期；以及（d）在当地周一至周五的正常工作时间（8 小时轮班制）内开展工作，不含节假日。

如有加班、超量订单或须加急交付，顾客和卖方将另行商定收费。

4. **DELIVERY AND QUANTITY.** Unless otherwise agreed in writing between Customer and Seller, delivery of Products shall be Ex Works (Seller's Factory), Incoterms 2020. Carriage of Products shall be at Customer's sole risk. Delivery dates are approximate only and are not guaranteed. Seller will use commercially reasonable efforts to meet Customer's requested delivery dates provided that Customer has complied with Seller's applicable lead time requirements and provided all necessary documentation or information (including but not limited to any specifications, designs, drawings or blueprints which have been agreed to in writing with Seller, to enable Seller to manufacture) sufficiently prior to the agreed delivery date. Seller shall have the right to revise the applicable lead time (including the procurement lead time and production lead time) for any Product due to any delay, shortage, interruption or inability to obtain or use necessary materials, resources or equipment.

Customer agrees that failure to deliver by an estimated delivery date shall not give Customer any right to claim compensation, nor impose any responsibility or liability on Seller. If for any reason Customer postpones or fails to accept delivery of any of the Products when due, or if Seller is unable to deliver the Products at the delivery point because Customer has made changes thereto or has not provided appropriate or timely instructions, documents, licences or authorisations:

(a) the Products shall be deemed to have been delivered on the original delivery date ("**Deemed Delivery**");

(b) risk of loss, damage and/or degradation to the Products shall pass to Customer upon Deemed Delivery;

(c) Seller may, at its discretion and without prejudice to any other rights which Seller may have against Customer, without notice and without any responsibility whatsoever attaching to Seller, and at the sole risk and expense of Customer, store the Products until Customer picks them up, and Customer shall be liable for all related costs and expenses (including, without limitation, charges relating to sorting, preservation, delivery, storage, insurance and ancillary administrative charges) ("**Storage Charges**");

(d) Seller shall be entitled to invoice Customer for the purchase price of the Products as well as all accrued Storage Charges;

(e) Seller shall be entitled to refuse actual delivery of the Products to Customer until the purchase price and the Storage Charges have been paid in full without any deductions whatsoever.

(f) without prejudice to any rights or remedies Seller may have under these Terms or at law, if Customer fails to take delivery of the Products within two (2) consecutive months after the date of Deemed Delivery, Seller shall be entitled to:

(i) on giving seven (7) days' prior notice in writing to Customer, terminate the contract in

4. **交付和数量。**除非顾客和卖方另有书面协议外，约定产品的交付将采用 Ex Works（卖方工厂）方式，按照《国际贸易术语解释通则》2020 版定义。顾客自行承担运输约定产品的风险。交付日期仅为大概日期，不做保证。卖方将尽商业上合理的努力，尽量满足顾客要求的交付日期，前提是顾客遵守卖方的相关提前期/周期要求，并且在约定的交付日期前充分提前提供各项必要文件或信息（包括但不限于与卖方书面约定的规格、设计、图纸或蓝图，使卖方能够开展制造工作）。由于必要的材料、资源或设备发生任何延迟、短缺、中断或无法获得或使用的情形，卖方有权更改约定产品的适用提前期/周期（包括采购周期和生产周期）。

顾客同意：即使未能在预计交付日期之前交货，顾客也没有权利索要补偿，卖方也不对此承担任何责任。如果在到期交货时顾客出于任何原因推迟或未能接受约定产品的交付，或者由于顾客更改交货点或未及时提供适当的或及时的指示、文件、许可或授权，导致卖方未能在交货点交付约定产品，则：

(a) 约定产品视为已经在原交付日期交付（以下简称为"视为已交付"）；

(b) 从视为已交付时起，约定产品灭失、损坏和/或质量下降的风险转由顾客承担；

(c) 卖方可自行决定储存约定产品直至顾客提货，此行为不影响卖方可对顾客行使的任何其他权利，对此卖方无须发出通知，也不承担任何责任，储存相关的风险和费用由顾客单独承担。顾客应负担各项相关成本和费用（包括但不限于分拣、保存、交付、储存、保险和相关行政管理费用等）（以下简称为"储存费用"）；

(d) 卖方有权向顾客开具发票，索要约定产品的购买价格以及所有应计的储存费用；

(e) 在顾客不做扣减且全额支付购买价格和储存费用之前，卖方有权拒绝向顾客实际交付约定产品；

(f) 如果在视为已交付的日期后连续两（2）个月内，顾客仍未能提取约定产品，卖方有权利采

accordance with these Terms without incurring any liability towards Customer; and

(ii) on giving fourteen (14) days' prior notice in writing to Customer, to sell or dispose of the Products whether by public auction, private treaty or otherwise, and the proceeds of sale shall be applied in satisfaction of firstly, the Storage Costs and the costs and expenses of the sale or disposal and secondly, all and any sums due to Seller without any liability whatsoever on the part of Seller to Customer. In the event that the proceeds of sale are insufficient to satisfy all sums due to Seller, Customer shall be liable to Seller for all such sums which remain outstanding.

Unless otherwise agreed in writing between Customer and Seller, Seller shall be permitted to deliver a quantity of Products that is a maximum amount of ten percent (10%) more or less than the quantity ordered and such delivered quantity shall be deemed to constitute full delivery. Customer shall pay for the actual quantity of Products delivered (i.e. actual quantity of Products delivered multiplied by the price per unit of such Products). Where Seller's access to resources (including but not limited to materials and equipment), supply of the Products or means of production is limited or insufficient to meet its customers' full requirements or the delivery schedule, or in the event of any Force Majeure (as defined in Clause 9), Seller may allocate its resources or supply to its customers on any basis in its sole discretion without assuming any liability whatsoever to such customers.

5. **TITLE AND RISK OF LOSS.** Subject to these Terms, title and risk of loss passes to Customer upon delivery of the Products at the delivery point. As a collateral security for the payment of the purchase price of the Products, Customer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Products, wherever located and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

6. **FORECASTS AND SCHEDULING.** Unless otherwise provided in Seller's quotation: (a) Customer shall provide Seller with a rolling twelve (12)-month forecast ("**Forecast**") of Customer's monthly volume requirements for Products on the first (1st) day of each month preceding the commencement of such rolling forecast; and (b) the first six (6) months of each Forecast shall constitute a binding volume commitment on Customer's part, pursuant to which Customer will issue

取以下行动（但不影响卖方按照本条款或根据法律规定可能享有的任何权利或救济）：

(i) 提前七（7）天向顾客发出书面通知后，根据本条款规定终止合同，而无须向顾客承担任何责任；并且

(ii) 提前十四（14）天向顾客发出书面通知后，通过公开拍卖、私人合约或其他方式出售或处理约定产品，并将销售所得首先用于清偿储存费用和因出售或处理约定产品而产生的相关费用，再用于清偿顾客应付给卖方的各笔款项，卖方无须就此对顾客承担任何责任。若销售所得不足以清偿应付给卖方的全部款项，则顾客还须就未偿清的各笔款项对卖方承担责任。

除顾客和卖方另有书面协议外，卖方交付的约定产品数量可以超出或少于订货数量，增减不超过百分之十（10%），此交付数量即视为构成足量交付。顾客应就实际交付的约定产品数量付款（即约定产品实际交付数量乘以约定产品的单价）。若卖方可取得的资源（包括但不限于材料和设备）、约定产品的供应量或生产资料有限或不足以致无法满足其客户的全部需求或无法遵循交货计划表的，或者发生不可抗力事件（具第 9 条所赋予的定义）的，卖方可自行决定以任何方式向其客户分配资源或供应量，并且无须对该等客户承担任何责任。

5. **所有权及灭失风险。**在符合本条款的前提下，在交货点交付约定产品后，约定产品的所有权即转移给顾客，灭失风险也即由顾客承担。为担保支付约定产品的购买价格，顾客特此就其对约定产品享有的任何权利、所有权和权益及其各项添附、替代或修订，以及前述各项的所有收益（包括保险赔偿金），向卖方授予留置权和担保权益，无论约定产品所在何处，也无论此类权利、所有权和权益是已经存在、以后产生还是不定期取得。

6. **预测和生产计划。**除非卖方在报价单中另有约定如下：(a)顾客应就约定产品的月产量要求向卖方提供十二（12）个月的滚动预测（以下称为"长期预测"），在每轮长期预测开始前一（1）个月的第一（1）天提交；并且(b)每轮长期预测的前六（6）个

one or more purchase orders for the relevant quantities of Products specified for such six (6) months ("**Committed Forecast**"). Taking into account the prevailing market conditions and supply chain factors (including actions and measures taken by suppliers), Seller shall have the right to extend or revise the prescribed periods for computing the Forecast and/or Committed Forecast. Seller shall procure materials and/or commence production for the Products in accordance with the Committed Forecast. If Customer's actual order quantity for a particular month is lower than the highest forecasted quantity in the Committed Forecast for that month, Seller shall be entitled to invoice Customer for the shortfall based on the finished Products made available for delivery and procured materials. If there is an increase in demand for Products beyond the forecasted amounts, Customer shall give Seller advance written notice, which shall take into account all applicable lead times to procure materials, and manufacture and deliver the Products. Unless confirmed in writing by Seller, Seller shall have no obligation to meet such excess demand. For the avoidance of doubt, Seller will supply in accordance with Customer's orders and the applicable lead times, not the rolling forecast.

月构成顾客对采购量的承诺，具有约束力，顾客将根据该承诺发出一个或多个采购订单，订购预测中该六（6）个月的相应数量约定产品（以下称为"承诺预测量"）。卖方有权基于当前市场状况和供应链因素（包括供应商采取的行动和措施）延长或修改计算长期预测和/或承诺预测量的规定期限。卖方应根据承诺预测量采购材料和/或开始生产约定产品。如果顾客某月的实际订货量低于该月承诺预测量中的最高预测量，卖方应有权基于可供交付的约定产品(完成品)和采购的材料就顾客少订的数量向顾客开具发票。如果顾客对约定产品的需求超出了预测数量，顾客应提前以书面方式通知卖方，还应顾及各适用提前期/周期，以便卖方采购材料及制造和交付约定产品。除非卖方以书面形式确认，否则卖方没有义务满足上述额外需求。为免歧义，兹确认卖方将根据顾客订单和适用的提前期/周期供货，而非根据滚动预测供货。

7. **TOOLING.** Where Seller is required to build and use tooling for the manufacture of Products for Customer, the following shall apply unless otherwise agreed in writing between Customer and Seller: (a) the tooling shall only be used at Seller's factory and may not be removed without Seller's prior written consent; (b) Seller shall only be required to build and provide the agreed number of units of tooling, sufficient to produce the agreed number of units of Products; (c) Seller shall not be required to procure any insurance coverage for the tooling or any equipment loaned by Customer for the manufacture of Products; (d) Seller shall be held harmless for any damage to such tooling or equipment which occurs through no fault of Seller; (e) all title, rights and interests to all ideas, designs, concepts, methods, processes, manufacturing techniques, trade secrets, proprietary information and other intellectual property which have been developed, created, and utilised by Seller to build the tooling (including but not limited to any tooling for solder bearing leads, press fit pins and semiconductor packaging products and materials) and/or to manufacture the Products shall belong to Seller exclusively. Where Seller reasonably determines that it would be too costly or risky to repair and/or continue using obsolete tooling, Seller shall promptly notify Customer in writing of the need to phase out such obsolete tooling. Customer shall within sixty (60) days of receiving such notice, use commercially reasonable efforts to come to an agreement with Seller in relation to the (i) phasing out of the obsolete tooling, and (ii) development and building of replacement tooling to replace the obsolete tooling. If Customer and Seller are unable to come to an agreement in accordance with this Clause 7, Seller shall be entitled to dispose of the obsolete tooling at the sole expense of Customer without any liability or further obligation to Customer and terminate the contract in accordance with these Terms. The term "**obsolete tooling**" shall mean tooling which (y) has been fully expended to produce the agreed number

7. **机床。**若要求卖方建造、使用机床来为顾客生产约定产品，则除顾客和卖方另有书面协议外，均适用以下规定：（a）机床只能在卖方工厂内使用，未经卖方预先书面同意，不得拆除；（b）只能要求卖方建造及提供约定件数的机床，足够生产约定产品的约定件数；（c）卖方不须为机床或顾客出借用于制造约定产品的任何设备购买保险；（d）若上述机床或设备受损，而卖方无过错的，卖方免于承担赔偿责任；（e）卖家为建造机床（包括但不限于带焊料引脚、压接端子、半导体封装产品和材料的机床）和/或制造约定产品而开发、创造和使用的各项构思、设计、概念、方法、工序、制造技术、商业秘密、专有信息和其他知识产权的各项所有权、权力和权益，由卖方专属所有。若卖方合理认为修理和/或继续使用陈旧机床的成本或风险太高，应及时向顾客发出书面通知，告知需逐步停用该陈旧机床。收到通知后六十（60）天内，顾客应尽商业上合理的努力，与卖方就以下事项达成协议：（i）逐步停用陈旧机床，并且（ii）研发、制造替代机床，用以替换陈旧机床。如果顾客和卖方未能根据此第 7 则规定达成协议，卖方有权处理陈旧机床并根据本条款规定终止合同；处理机床所产生费用由顾客自行承担，卖方不就机床的处理向顾客承担任何责任或额

of units of Products, or (z) Customer and Seller have agreed in writing to be no longer suitable for use. Customer shall be responsible for costs resulting from (I) requested alterations to tooling, (II) repairs or replacement of tooling caused by normal wear and tear, and (III) requests for shorter lead times, and/or increased rate of delivery. If Customer requires excess capacity beyond the agreed number of units of Products, then additional tooling, lead time and production part approval process costs may be required or incurred, the terms of which shall be agreed in writing between Customer and Seller.

外义务。“陈旧机床”是指符合以下条件的机床（y）已充分用于生产约定产品的约定件数，或者（z）顾客和卖方以书面形式达成一致，认为该机床不再适合使用。顾客应承担以下各项费用：（I）要求改装机床所产生的费用，（II）因正常磨损而修理或更换机床所产生的费用，以及（III）要求缩短提前期/周期和／或加快交付速度而产生的费用。如顾客提出的额外产能要求超过了约定产品的约定件数，则可能需要或产生额外的机床、提前期/周期和生产件批准程序成本，相关条款由顾客和卖方以书面形式约定。

8. **PAYMENT TERMS.** Unless otherwise agreed by Seller and specified in Seller's invoice, payment terms are net thirty (30) days from invoice date and shall be made by Customer in full, without deduction or deferment, on account of any claim, counterclaim or set-off. Any dispute as to the amount or accuracy of any invoice issued by Seller shall be raised by Customer within fourteen (14) days from the invoice date, failing which, Customer is deemed to have conclusively accepted that the invoice is complete and accurate.

Seller shall have the continuing right to review Customer's creditworthiness and financial condition, and Customer agrees to provide such financial information (including but not limited to Customer's latest audited financial statements) as may be reasonably requested by Seller for the purpose of such review. If (a) Customer fails to provide the requested financial information to Seller on a timely basis, (b) Customer is in default of its payment obligations or any other obligation, or (c) in Seller's sole opinion, Customer's creditworthiness or financial condition has become unsatisfactory, then Seller may, in its sole discretion and without prior notice, carry out one or more of the following: (i) require full or partial payment in advance as a condition for delivery; (ii) change or cancel any discount or credit which may have been granted to Customer; (iii) suspend, delay or cancel any delivery or performance of any other obligation by Seller; (iv) charge interest equal to the maximum amount allowed by the applicable law until Seller has received payment in full; (v) reject any purchase order or release schedule issued by or on behalf of Customer; (vi) require payment assurances such as a guarantee, letter of credit or security; or (vii) require any other remedial measure as may be satisfactory to Seller.

Seller shall not be liable for, and Customer shall hold Seller harmless from, any costs or losses resulting from or in connection with any measure taken by Seller as contemplated under sub-clauses (i) to (vii) in the preceding paragraph of this Clause 8. Payment by Customer of non-recurring charges (as may be made to Seller for special design, engineering work or production materials) shall not convey title to any design, engineering work or production materials, and title shall remain in Seller, unless otherwise agreed in writing between Customer and Seller.

8. **付款条件。**除非经卖方另行同意并在卖方发票中另有指定以外，付款期限是发票开具日期之后净三十（30）天，顾客应全额付款，不以任何申索、反申索或抵消为由做任何扣减或延期支付。顾客如对卖方开具的任何发票有金额或准确性方面的异议，应在发票日期后十四（14）天内提起，否则视为顾客已确定接受发票是完整、准确的。

卖方有权随时审查顾客的财务信誉和财务状况，顾客同意向卖方提供卖方为符合其审查目所合理要求的财务信息（包括但不限于顾客最新的经审核财务报表）。若（a）顾客未能及时向卖方提供其要求的财务信息的，(b) 顾客违反付款义务或其他义务的，或（c）根据卖方单独判断，顾客的财务信誉或财务状况变得欠佳的，卖方可在不发出事先通知的情况下，自行采取以下一项或多项措施：（i）卖方可要求顾客预付全部或部分款项，作为交付的条件；（ii）卖方可更改或取消给予顾客的折扣或授信；（iii）卖方可中止、延迟或取消交付义务或任何其他义务的履行；（iv）卖方可收取适用法律下准许的最大金额利息，直至卖方收到全额付款；（v）卖方可拒绝接受顾客或代表顾客发出的采购订单或发货指示；（vi）卖方可要求顾客提供付款保证，例如付款保函、信用证或抵押物；或（vii）卖方可要求顾客采取其他卖方认为必要的补救措施。

卖方无须对其因采取本第 8 条（i）至（vii）款的措施而产生的任何费用或损失承担责任，顾客也应当保障卖方不受上述损害。顾客支付非经常性费用（例如为特别设计、工程相关工作或生产材料而向

卖方支付的费用），不导致任何设计、工程工作或生产材料的所有权转移，除顾客和卖方另有书面协议外，这些所有权由卖方保留。

9. **FORCE MAJEURE.** Seller shall not be liable for any failure or delay in performing any of its obligations if such failure or delay is directly or indirectly caused by a Force Majeure event. A "**Force Majeure**" event means any event or circumstance that is beyond the control of Seller including without limitation: (a) explosion, fire, flood, earthquake, severe weather or acts of God; (b) war, invasion, terrorism, sabotage, piracy, riot or other civil unrest; (c) laws, orders, restrictions, embargoes or blockages; (d) national or regional emergency; (e) nuclear, chemical or biological contamination; (f) disease or medical outbreaks, epidemics, pandemics or plagues; (g) injunctions, strikes, lockouts or other industrial disturbances; (h) delay by carrier, or inability to obtain or use the necessary transportation, infrastructure, energy, water or any public utility services; (i) delay, shortage, interruption or inability to obtain or use the necessary products, materials, resources or equipment; (j) cyberwarfare, ransomware or other cyberattacks; or (k) other causes whether similar or dissimilar to the foregoing beyond the control of Seller. If Seller's inability to perform continues, or is reasonably expected to continue, for a period of three (3) consecutive months, Seller is entitled to cancel all or any part of the impacted orders previously confirmed, without any liability to Customer.

   This Clause 9 shall act as a supplement to, and not as a substitution for, any legal or statutory rights or defences that Seller may have under the applicable law, and Seller may invoke the protection of this Clause 9 as well as the protection of any legal or statutory rights or defences available under the applicable law to excuse performance of Seller's obligations.

9. **不可抗力。**若有不可抗力事件直接或间接导致卖方未能履行或延迟履行任何义务，卖方无须承担责任。"不可抗力"是指超出卖方控制的事件或情形，包括但不限于以下各项：（a）爆炸、火灾、水灾、地震、恶劣天气或天灾；（b）战争、侵略、恐怖主义、破坏行为、海盗行为、暴动或其他民众骚乱；（c）法律、指令、限制、禁令或封锁；（d）国家或地区紧急状态；（e）核污染、化学污染或生物污染；（f）疾病爆发、流行病、大流行病或瘟疫；（g）禁制令、罢工、封闭工厂，或其他工业骚乱；（h）承运人的延误，或无法获得或使用必要的交通、基础设施、能源、水或任何公共事业服务；（i）延误、短缺、中断，或无法取得或使用必要产品、材料、资源或设备；（j）网络战、勒索软件或其他网络攻击，或者（k）超出卖方控制的其他事由，无论是否与前述事项相似。若卖方无法履行合同义务的情况持续或按合理预计将会持续连续三（3）个月，卖方有权利完全或部分取消先前已确认但受到影响的订单，而无须向顾客承担任何责任。

   本条款第 9 条应作为卖方在所适用法律下可能拥有的任何合法或法定权利或抗辩权的补充，而非替代，卖方可援引本第 9 条以及所适用法律下的任何合法或法定权利或抗辩权来保护自己以免除卖方义务的履行。

10. **WARRANTY.** Subject to the terms hereof, Seller warrants to Customer that, at the time of delivery, the Products will conform to the agreed specifications for a period of twelve (12) months from the delivery date. Customer shall inspect or test the Products for any breach of the foregoing warranties within five (5) business days after delivery. If Customer does not conduct such inspection or testing within the aforesaid timeframe or does not initiate a Return Materials Authorisation ("**RMA**") within the timeframe stated below, the Products shall be deemed to conform with the warranties herein. If a Product does not meet the foregoing warranties, Customer shall promptly notify Seller in writing to initiate a RMA within five (5) business days of discovery. As part of the RMA process, Customer shall notify Seller in writing the reason, underlying data and other information that supports the return as well as the legal basis, amount of the claim and quantity and type of Product it would like to return. If there is any missing information relevant to the return, Customer shall support Seller in

10. **保证。**在符合本条款的前提下，卖方向顾客保证：约定产品在交付时将自交付日起十二（12）个月内符合约定规格。顾客应在交付后五（5）个工作日内检查或测试约定产品，以确定有无违反前述保证。若顾客未在上述期限内实施此项检查或测试，或者未在以下期限内发起退料授权（"RMA"），则视为约定产品符合本条款所含保证。如果某个约定产品不符合前述保证，顾客应在发现不符后五（5）个工作日内及时向卖方发出书面通知，发起 RMA。作为 RMA 程序的一部分，顾客应向卖方书面告知退料的理由、相关支持数据和其他信息，以及法律依据、索赔金额和意欲退回的约定产品数量和类型。若有

gathering such missing information. At Seller's request, Customer will return the Products (or a sample amount as requested by Seller) with freight prepaid to a location designated by Seller. Seller will assess the returned Products to verify warranty coverage.

To be eligible to make any claim under or in connection with these Terms, Seller shall be permitted to (a) inspect the facilities and processes of Customer, its affiliates and/or its customers during a mutually agreed day and time, and (b) participate in any root cause analysis conducted in connection with such claim. If Seller verifies that any returned Products fail to conform to the warranties herein, Seller's sole liability shall be at Seller's option, to repair or replace such Product, or issue a credit or rebate of the purchase price. Seller shall not be liable for any claim under or in connection with these Terms unless it is allowed to complete the investigations set forth in this Clause 10 and agrees in writing to the quantum and extent of damages apportioned to it after completing such investigations. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties shall not apply if: (i) the Products have been damaged by neglect, improper installation, storage or maintenance, misuse, handling or operation of the Products by Customer or any third party or for other reasons not attributable to Seller; (ii) the Products have been submitted to abnormal conditions (including but not limited to mechanical, electrical or thermal conditions) during transportation, storage, installation or use; (iii) the Products are used for a purpose not defined in the agreed specifications or in a non-standard environment requiring a robustness not documented in the agreed specifications; (iv) Products are sample, prototype, pre-production and/or non-qualified Products; (v) defect results from materials, equipment or tooling provided by Customer and/or its affiliates, or customer or supplier of Customer and/or its affiliates; (vi) defect results from design, specifications or instructions of Customer and/or its affiliates, or customer or supplier of Customer and/or its affiliates, for such Product; (vii) Customer fails to notify Seller of a particular defect within five (5) business days after discovery; or (viii) there are outstanding payments due and unpaid by Customer. Furthermore, the warranties herein shall not apply if Customer or any third party attempts to repair or replace the nonconforming Product without Seller's written authorisation.

THE WARRANTIES HEREIN ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES RELATING TO (W) EPIDEMIC FAILURE, (X) WHETHER THE PRODUCTS ARE MERCHANTABLE AND/OR OF SATISFACTORY QUALITY, (Y) FITNESS FOR A PARTICULAR PURPOSE, USE OR FUNCTIONALITY, OR (Z) NON-INFRINGEMENT).

关于退料相关的任何遗漏信息，顾客应协助卖方收集该等信息。经卖方要求，顾客应预付运费将约定产品（或者卖方要求的样品数）退回到卖方指定的地点。卖方将评估退回的约定产品，以核实保证范围。

为了有资格根据本条款或与本条款有关的条款提出任何索赔，顾客须允许卖方采取以下行动：（a）在双方约定的日期和时间，对顾客、其附属公司和/或其客户的设施和流程进行检查，以及（b）参与就上述索赔做出的相关根本原因分析。若卖方证实有任何退回的约定产品不符合本条款所含保证，卖方须付的唯一责任是修理或更换该约定产品，或者给予购买价格相应的抵用额度或折扣，具体由卖方自行选择。除非允许卖方完成本第 10 条规定所述调查，并且卖方在调查完成后对归因于卖方的受损数量和程度给予书面认可，否则对于根据本条款提起或与本条款相关的任何索赔，卖方无须承担责任。卖方提供的保修修理、更换或重新履行保证将不会延长或续展相应的保证期。

以下情况下不适用保证：（i）因顾客或任何第三方疏忽、不当安装、储存或维修、维护不当、错误使用、搬运或操作，或其他不能归因于卖方的事由而导致约定产品受损；（ii）约定产品在运输、储存、安装或使用过程中经受异常状况（包括但不限于机械、电气或热度方面的状况）；（iii）约定产品被用于非约定规格用途，或被用于非标准环境中，因而导致约定产品须具有未记载于约定规格中的稳健性；（iv）约定产品是样品、原型、试制和/或非合格产品；（v）因顾客和/或其附属公司，或顾客和/或其附属公司的客户或供应商提供的材料、设备或机床导致的缺陷；（vi）因顾客和/或其附属公司，或顾客和/或其附属公司的客户或供应商就约定产品所做设计、规格或指示导致的缺陷；（vii）顾客发现特定缺陷后未在五（5）个工作日内通知卖方；或者（viii）顾客有逾期未付的款项。此外，若顾客或任何第三方未经卖方书面授权，试图修理或更换不合要求的约定产品，本条款所含保证也不适用。

本条款所含保证均系排他性的，顾客被给予此保证并接受此保证代替所有其他明示或暗示的保证、条件

或条款。卖方据前述所排除的保证包括但不限于以下各项的相关保证：（W）重大瑕疵；（X）约定产品的适销性和/或品质之优良性；（Y）适用于特定目的、用途或功能，或者（Z）无侵权)。

11. **INTELLECTUAL PROPERTY.** Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the contract. Customer grants Seller a global, fully paid, royalty-free, non-exclusive licence to Customer's Confidential Information or Intellectual Property, to enable Seller to make, repair, modify or supply Products to Customer pursuant to the contract. All new intellectual property conceived or created by Seller in the performance of the contract, whether alone or with any contribution from Customer, shall be owned exclusively by Seller. Customer agrees to deliver assignment documentation as necessary to achieve that result. Customer shall defend and hold Seller harmless from any action, civil or criminal, brought against Seller by any third party, for any claim arising out of or in connection with (a) the manufacture, sale and/or supply by Seller of any Products which have been manufactured to specifications, drawings, designs or instructions provided by Customer, and/or (b) Seller reproducing any specifications, drawings, designs, logos, marks or emblems provided by or in accordance with the instructions of Customer, to facilitate the manufacture, sale and/or supply of the Products by Seller to Customer. Customer agrees to further hold Seller harmless from all expenses, judgments, damages or losses resulting from such claims. The supply of Products by Seller does not grant Customer any right or licence under patent, copyright or other intellectual property right, now or hereafter owned or controlled by Seller, to make or have made the Products.

11. **知识产权。**各方保留其在本合同生效前就拥有的各项保密信息和知识产权的所有权。顾客就其保密信息和知识产权向卖方授予一项全球通用、全部付讫、免特许权使用费、非独家的许可，准许卖方根据合同制造、修理、更改或向顾客供应约定产品。卖方在履行合同过程中构思或创造的各项新知识产权，无论是由卖方独力构思、创造，还是顾客也有所贡献，均由卖方专属所有。为达到此结果，顾客同意交付必要的转让文件。若（a）卖方依据顾客所提供规格、图纸、设计或指示制造约定产品、销售和/或供应此类约定产品，和/或（b）卖方为便于为顾客制造、销售和/或供应约定产品，而复制顾客提供的任何规格、图纸、设计、标识、标记或符号，或按顾客指示实施此类复制行为，由此产生索赔或有与此相关的索赔，导致第三方对卖方提起任何民事或刑事诉讼，则顾客应当为卖方提供辩护，使卖方不受损害。对于上述索赔产生的各项费用、判决、损害赔偿金或损失，顾客同意进一步保护卖方不受其损害。卖方供应约定产品不代表向顾客授予专利权、版权或其他知识产权项下的任何权利或许可，准许其制造或委托他人制造约定产品，无论前述专利权、版权或其他知识产权是现在还是将来由卖方所有或控制。

12. **LIMITATION OF LIABILITY.** SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR LOST SAVINGS, PENALTIES, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF THESE DAMAGES.

    TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER, WHETHER BASED UPON CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE EXCEED THE LOWER OF: (A) TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE THAT SELLER HAS RECEIVED FROM CUSTOMER FOR THE PRODUCT FROM WHICH THE CLAIM ARISES, IN THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING

12. **责任限制。**卖方不就任何利润损失或储蓄损失、处罚或者间接、附带、惩罚性、特殊或衍生性损害赔偿向顾客承担责任，无论该等损害赔偿是否基于侵权行为、保证责任、合同约定或任何其他法律理论基础，即使卖方已被告知或已知悉该等损害赔偿的可能性。

    在适用法律允许的范围内，卖方因与顾客之间所有交易而产生的累积责任，无论是基于违约（包括违反保证）还是侵权行为（包括疏忽或失实陈述）还是根据法规等，绝不超过以下两项中较小的金额：（A）发生索赔事由之前一个日历年度内，卖方从顾客处收到的总购买金额（仅限于引发索赔的约定产

RISE TO THE CLAIM; OR (B) US DOLLARS FIVE HUNDRED THOUSAND (US$500,000). FOR THE AVOIDANCE OF DOUBT, THE AFORESAID MAXIMUM AGGREGATE LIABILITY SHALL NOT INCREASE OR BE ENLARGED EVEN IF SELLER ENTERS INTO ANY OTHER AGREEMENTS OR CONTRACTS WITH CUSTOMER.

CUSTOMER UNDERSTANDS AND AGREES SELLER'S PRICE HAS BEEN NEGOTIATED IN CONSIDERATION OF THE ALLOCATION OF RISKS AND ARE ESSENTIAL ELEMENTS OF EACH CONTRACT AND SUCH LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY.

品的购买金额）的百分之十（10%）；或者（B）伍拾万美元（小写：500,000 美元）。为免歧义，兹确认即使卖方与顾客签订任何其他协议或合同，前述最大累积责任也不增加或扩大。

顾客理解并同意：卖方的定价已将风险分担考虑在内进行了协商，这是每份合同的基本要素，即使任一项排他救济或有限救济的基本目的未能达到，也适用此限制。

13. **CUSTOMER-DIRECTED SUPPLIES.** Customer may direct Seller to obtain materials, components, equipment, or services from third parties named, appointed and/or directed by Customer ("**Customer-Directed Supplies**") for use in the provision of the Products. Seller shall not be responsible to Customer for any warranty or other claims arising from such Customer-Directed Supplies or from the failure or delay of such third party to provide such supplies.

13. **顾客指示物料。**顾客可指示卖方从顾客指定、委任和/或指示的第三方处获取材料、部件、设备或服务（以下称为"顾客指示物料"），用于供应约定产品。对于因此类顾客指示物料或因上述第三方未能提供或延迟提供物料而产生的任何保证责任或其他索赔，卖方不对顾客负责。

14. **NOTICE OF CLAIM AND TIME BAR.** Seller shall be discharged of any and all liability whatsoever unless notice of any alleged breach, such notice being a condition precedent to any liability on the part of Seller, is received in writing by Seller within thirty (30) days of Customer being made aware of such breach (except for breach of warranty which notice is to be provided within five (5) business days after discovery of the defect) and Seller is allowed reasonable opportunity to verify and correct such breach, and any lawsuit relative to any claim must be filed within two (2) years of the date of Customer's written notice to Seller of the claim (subject to any mandatory limitation period under the applicable law). Customer agrees that giving any notice or filing any claim outside of the prescribed timelines shall be deemed as a waiver of such notice or claim.

14. **索赔通知和时限。**除非卖方在顾客获知据称违约行为后三十（30）天内收到书面通知（但违反保证除外，该情况下应在发现缺陷后五（5）个工作日内发出通知），并且给予卖方合理的机会去核实及纠正该项违约，否则卖方应免于承担任何责任；此通知是卖方承担任何责任的先决条件。各索赔相关的任何诉讼应当在顾客就该项索赔向卖方发出书面通知后两（2）年内提起(但受适用法律下规定的任何强制性时效期的约束)。顾客同意：超过上述时限发出通知或提起索赔均应视作对于该通知或索赔的放弃。

15. **THIRD-PARTY RIGHTS EXCLUDED.** These Terms are solely for the exclusive benefit of Customer and Seller. All third-party rights of enforcement are hereby excluded to the fullest extent permitted by law.

15. **排除第三方权利。**本条款仅为专属于顾客和卖方的利益而制定。在法律允许的最大范围内，兹排除各项第三方强制执行权。

16. **CONFIDENTIALITY AND PRIVACY.** Customer acknowledges that all technical, operations, commercial and financial information disclosed in any form whatsoever to Customer by Seller is the confidential information of Seller. Sharing this confidential information with Customer does not constitute a transfer of ownership or authorisation to disclose by Customer or confer any Intellectual Property rights of any nature therein. Such confidential information is intended only for evaluation purposes and should not be shared with any individual or entity not directly bound by a confidentiality agreement with Seller. If such confidential information is no longer required to be used by Customer, other than in connection with the transactions contemplated under the respective agreement(s) entered into between Customer and Seller, then it must be returned to the sender promptly on written demand, and not used for any other purpose. Each of Customer

16. **保密和隐私。**顾客认可：卖方以任何形式向顾客披露的各项技术、运营、商业和财务信息均为卖方的保密信息。与顾客分享此类保密信息不构成所有权转让，也不代表授权顾客披露此类保密信息，也不授予任何性质的相关知识产权。上述保密信息仅做评估用途，不得与任何个人或实体分享，除非该个人或实体受到与卖方之间保密协议的直接约束。若除了与顾客及卖方之间具体协议所拟定交易相关的事宜以外，顾客不再需要使用该等保密信息，则必须在收到书面请求后及时将保密信息返还给信息发送方，并且不得将保密信息用于任何其他目的。根

and Seller may collect, store and process personal data from each other in relation to a transaction under these Terms and may transfer such personal data outside the jurisdictions where Customer and/or Seller is located. Customer agrees that such personal data will be used and retained for the purposes related to the performance of these Terms concerning the Products sold and in accordance with applicable data privacy laws.

据本条款进行交易时，顾客和卖方均可收集、储存和处理对方的相关个人数据，还可将此类个人数据转移至顾客和/或卖方所属司法管辖区以外区域。顾客同意：为履行本条款下有关出售的约定产品之义务的目的，并在遵守适用的数据保护法前提下，使用和保存此个人数据。

17. **COMPLIANCE WITH LAWS.** Each party shall comply with all laws applicable to the performance of its obligations under these Terms.

17. **符合法律规定。**各方在履行本条款规定义务时，应遵守各项适用法律。

If the delivery of Products or technology under these Terms is subject to the granting of an export or import licence by any relevant authority under any applicable law or regulation, or is otherwise restricted or prohibited due to export or import control laws or regulations, Seller may suspend its delivery obligations and Customer's rights regarding such delivery until such licence is granted or for the duration of such restriction and/or prohibition, and Seller may even terminate any contract related to such Products, without incurring any liability towards Customer. Customer shall comply fully with all national and international laws, regulations and embargoes relating to export controls and economic sanctions which are applicable to Seller (including but not limited to the following laws, regulations and embargoes, to the extent applicable: (a) the U.S. Arms Export Control Act, International Traffic in Arms Regulations, International Emergency Economic Powers Act, Trading with the Enemy Act, and the regulations, sanctions and embargoes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), the U.S. Commerce Department, and the U.S. Department of Defense and/or other relevant authorities; and (b) the economic sanctions laws, regulations and embargoes imposed by the United Nations Security Council, the European Union and its member states, and His Majesty's Treasury of the United Kingdom) (collectively, the "**Applicable Sanctions and Export Control Laws**").

若根据本条款交付的约定产品或技术须先按照适用法律、法规或条例向有关当局申请进出口许可，或有进出口管制法律、法规或条例规定的其他限制或禁令，卖方可中止履行其有关交付义务且中止顾客与该交付相关权利，直至取得许可，或者限制和/或禁令到期，卖方还可取消与该约定产品相关的合同，而无须对顾客承担任何责任。顾客应完全遵守所有国家和国际有关适用于卖方的出口管制和经济制裁的法律、法规和禁运规定（包括但不限于在适用范围内的以下法律、法规和禁运规定：(a)美国《武器出口管制法》、《国际武器交易规定》、《国际紧急经济权限法》、《对敌贸易法》以及由美国财政部外国资产管制处（"OFAC"）、美国商务部、和美国国防部和/或其他有关当局的条例、制裁和禁运规定；和(b)联合国安理会、欧盟及其成员国、和英国财政部实施的经济制裁法律、法规和禁运规定）（统称为"适用的制裁和出口管制法律"）。

Customer shall not directly or indirectly provide, sell, supply, export, re-export, import, lease, loan, consign, divert, transfer or otherwise dispose of any Products received from Seller to any party or destination or for any purpose, activity or use prohibited by the Applicable Sanctions and Export Control Laws without obtaining a prior licence, permit, authorisation or exemption from the relevant authorities. Customer shall promptly provide Seller with complete and accurate information and documentation as may be required by the relevant authorities for compliance with the Applicable Sanctions and Export Control Laws, including but not limited to the ECCN (Export Control Classification Number) and CCATS (Commodity Classification Automated Tracking System) number, and any relevant licence, permit, authorisation or exemption that is available to or may be relied upon by Customer. Customer shall ensure that all its business partners and customers who may receive any Products do not appear on any relevant official lists of persons denied export privileges or who are subject to export, trade or financial sanctions (including but not limited to the U.S. Treasury Department OFAC's Specially Designated Nationals And Blocked Persons List, the U.S. Department of Commerce Bureau of Industry and

顾客在未获得有关当局的事先许可、准许、授权或豁免的情况下，不得直接或间接向任何一方或目的地提供、销售、供应、出口、再出口、进口、租赁、贷款、托运、转移、转让或以其他方式处置从卖方收到的任何约定产品，或用于适用的制裁和出口管制法律规定禁止的目的、活动或用途。为符合适用的制裁和出口管制法律规定，顾客应及时向卖方提供有关当局可能要求的完整且准确的信息和文件，包括但不限于 ECCN（出口管制分类号）和 CCATS（商品分类自动跟踪系统）号码，以及可供顾客获得或使用的相关许可、许可证、授权或豁免。顾客应确保其可能会收到任何约定产品的所有商业伙伴和客户未出现在被禁止出口或受到出口、

Security's Denied Persons List and Entity List, U.S. Department of State Directorate of Defense Trade Controls Debarred Parties Lists, the E.U. Consolidated List, and the U.K. Office of Financial Sanctions Implementation Consolidated List), and shall not directly or indirectly provide or agree to provide any Products to any party who appears on any such list, or who otherwise is a party with whom transactions are prohibited under Applicable Sanctions and Export Control Laws.

Customer represents, warrants and undertakes to Seller that all Products supplied by Seller to Customer are not intended to be used and shall not be used, directly or indirectly, for any military or defence purpose or in the production of any arms, weapons or defence technologies (including but not limited to nuclear, chemical or biological weapons or missile technology) (the "**No Restricted Use Warranty**"). Customer shall indemnify and hold Seller harmless against any damages, costs, losses and/or liabilities arising from Customer's breach of the No Restricted Use Warranty or for any violation by Customer of the Applicable Sanctions and Export Control Laws. Seller's right to supply certain Products to Customer is subject to and conditioned upon compliance with the Applicable Sanctions and Export Control Laws, and Seller shall have no liability to Customer or any other party for acting in a manner which Seller deems to be not in compliance with the Applicable Sanctions and Export Control Laws.

贸易或金融制裁的任何相关的官方人员名单（包括但不限于美国财政部 OFAC 的特别指定国民和被封锁人员名单、美国商务部工业安全局的被拒绝人员名单和实体名单、美国国务院国防贸易管制局的禁止方名单、欧盟的综合名单、和英国金融制裁执行办公室综合名单）上，并不应直接或间接地向任何出现在任何该名单上的对象，或适用的制裁和出口管制法律禁止交易的对象提供或同意提供任何约定的产品。

顾客向卖方陈述、保证和承诺，卖方提供给顾客的所有约定产品不准备用于也不得直接或间接用于任何军事或国防目的，或用于生产军火、武器或国防技术（包括但不限于核、化学或生物武器或导弹技术）（"无限制使用保证"）。顾客应向卖方进行赔偿并使卖方免于承担因顾客违反无限制使用保证或因顾客违反适用的制裁和出口管控制法律而产生的一切损害赔偿、费用、损失和/或责任。卖方向顾客提供某些约定产品的权利受遵守适用的制裁和出口管制法律规定的约束，并作为先决条件。此外，关于卖方视为不符合适用的制裁和出口管制法律规定的行为，卖方不对顾客或任何其他方承担任何责任。

18. **TERMINATION.** Without prejudice to any rights or remedies Seller may have under these Terms or at law, Seller may, by written notice to Customer, terminate with immediate effect any contract in whole or in part, without any liability, if: (a) any proceedings in insolvency, bankruptcy (including reorganisation), liquidation or winding up are instituted against Customer, or a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (b) Customer violates or breaches any of the provisions of these Terms. If Seller exercises its right to adjust prices in accordance with Clause 3 but Customer disputes such price adjustment, where the parties cannot reach an amicable resolution after a reasonable period of negotiations in good faith, Seller shall be entitled to terminate the contract in whole or in part, without any liability. Upon cancellation, expiration or termination of any contract, (i) all payments to be made by Customer under the contract shall become immediately due and payable, and (ii) any provisions of these Terms which by their nature, whether express or implied, are intended to survive the expiry or termination of the contract (including but not limited to the following provisions: Warranty, Intellectual Property, Limitation of Liability, Notice of Claim and Time Bar, Confidentiality and Privacy, Termination, Notices, Governing Law and Jurisdiction), shall survive.

18. **终止。**若发生以下任一情形，卖方可向顾客发出书面通知，立即终止任一项合同的全部或部分内容，而无须承担任何责任，并且卖方根据本条款或法律规定享有的任何权利或救济也不受影响：（a）顾客被提起无力偿债、破产（包括重组）、清算或清盘程序，或者顾客指定了破产管理人或接管人，或者为顾客债权人利益做出任何转让；或者（b）顾客违反本条款任一项规定。如果卖方根据第 3 条规定行使其调整价格的权利，但顾客对该价格调整提出异议，双方经过合理且诚意的谈判后未能达成友好解决方案的，卖方有权全部或部分终止合同，且无需承担任何责任。若有任一项合同取消、到期或终止，（i）顾客根据合同应支付的所有款项立即到期应付，并且（ii）本条款中，按该条款的性质（无论是明示或暗示）理当在合同期满或终止后仍然保持有效之条款（包括但不限于以下条款：保证、知识产权、责任限制、索赔通知和时限、保密和隐私、终止、通知、适用法律和司法管辖区），其效力应当继续。

19. **CHANGES.** Seller is not obligated to proceed with any change until such change is agreed by the parties in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price, delivery time and other provisions, as agreed.

19. **更改。**在双方以书面方式达成协议前，卖方没有义务推进更改后的内容。书面更改文件将说明对范围和计划表的修改，以及相应的价格、交付时间变更及其他约定条款。

20. **END OF LIFE.** Customer shall give at least six (6) months' advance written notice to Seller before its program is terminated, Products are phased out or at the end of its program life ("**EOL**"). Seller may also deem these events to constitute EOL: (a) receipt of written notice to transfer tooling or automation to a different manufacturer; or (b) if annual purchase volume is less than 50% of the mutually agreed annual volume which Customer is required to purchase in any given production year. Upon EOL, the parties will negotiate in good faith to reach terms for the supply of service parts and/or final inventory build, if applicable. If an agreement is not reached within sixty (60) days, then either party may terminate the contract by giving the other party three (3) months advance written notice. In the event of transfer of tooling or automation, Seller's supply obligation terminates immediately upon receipt of the written notice. Upon termination, Seller will invoice Customer for unsold materials, semi-finished and finished inventories (purchased or on order), unpaid tools/automation, unamortised rebates, and other mutually agreed costs.

20. **产品寿命结束。**在项目终止、约定产品逐步淘汰或处于项目寿命尽头（以下称为"EOL"）之前，顾客应当至少提前六（6）个月向卖方发出书面通知。若发生以下任一事件，卖方也可视其为构成 EOL：（a）收到书面通知，告知将机床或自动装置转移给其他制造商；或者（b）年度采购量低于顾客在任一生产年度内须采购的约定年度数量的 50%。适用情况下，发生 EOL 时，双方将通过善意协商，就供应维修零件和/或建立最终库存事宜制定条款。若在六十（60）天内未达成协议，则协议任一方可提前三（3）个月向另一方发出书面通知，终止合同。若需转移机床或自动装置，则卖方在收到书面通知时其供应义务即行终止。终止后，卖方将就未出售的材料、半成品和产品库存（已购买或已订购）、未付款机床/自动装置、未偿还的退款项及双方同意的其他费用，向顾客开具发票。

21. **GENERAL.** Customer and Seller are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party. If any provision(s) of these Terms is held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, the holding or action shall not negate the validity or enforceability of any other provisions of these Terms. The failure or delay by Seller to exercise any right or remedy arising from these Terms, shall not operate as a waiver of the right or remedy; and no single or partial exercise of any right or remedy will preclude any other or future exercise of the right or remedy or the exercise of any other right or remedy arising from these Terms or by law. Seller may assign or novate, in whole or in part, any rights or obligations under these Terms (a) to its affiliates, or (b) in connection with a corporate reorganisation or restructuring, amalgamation, or sale of all or a substantial portion of the assets of a division, business unit or entity, in one or a series of related transactions without Customer's consent. In addition, Seller may assign any of its accounts receivables under the Order Confirmation to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of work, or purchase parts, equipment or materials from suppliers or subcontractors, so long as Seller remains responsible for it. Customer shall not assign or transfer any rights or obligations under these Terms without the prior written consent of Seller

21. **一般条款。**顾客和卖方均系独立的立约人，本条款任意内容均不使协议一方为任何目的成为另一方的代理人或法定代表。协议任一方均没有权限代表另一方承担或产生任何义务。如果具司法管辖权法院或将来有任何立法或行政行为认定本条款的任一项规定无效或不可执行，不影响本条款其他规定有效、可执行。卖方若未行使或推迟行使根据本条款享有的任何权利或救济，不构成放弃该项权利或救济；单次或部分行使任何权利或救济，不妨碍行使该项权利或救济的其余部分或将来行使该项权利或救济，也不妨碍行使依据本条款或法律规定享有的任何其他权利或救济。卖方可（a）向其附属公司，或（b）在公司改组或重组、合并，或某部门、业务单位或实体的全部或主要资产出售时，经一次交易或一系列相关交易而部分或全部转让或更新其根据本合同享有的权利和应负的义务，无须取得顾客同意。另外，卖方还可向任何其他方转让其订单确认书下的应收账款，无须取得顾客同意。顾客同意签署各项必要文件，使卖方能够完成转让或更新。卖

and any such assignment or transfer made without prior written consent shall be void.

方可将部分工作分包，或向供应商或分包商购买零件、设备或材料，前提是责任仍由卖方承担。未经卖方预先书面同意，顾客不得转让根据本条款享有的权利或应负的义务，未经预先书面同意做出的转让均属无效。

22. **NOTICES.** All notices to be given under these Terms shall be in writing and shall be deemed delivered upon successful electronic mail transmission, hand delivery, confirmed delivery by a delivery service such as UPS, FedEx or DHL, or three (3) days after deposit in the mail of the home country of the party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to the parties at their last known address.

22. **通知。**根据本条款发出的各项通知应采用书面形式，寄往接收方的最后已知地址，在电子邮件传输成功、专人递送，由投递服务商（如UPS、FedEx或DHL）确认已递送时视为已发出，或者预付邮资的挂号邮件、认证邮件、一类邮件或类似邮件，在通知接收方原籍国邮政系统存放三（3）天后，视为已发出。

23. **MODIFICATIONS TO THESE TERMS.** Seller may unilaterally modify these Terms at any time by publishing the modified version on Seller's website at https://interplex.com/business-terms/.

23. **对本条款的修订。**卖方可通过在其网站 https://interplex.com/business-terms/ 公布修订版，而随时单方面修订本条款。

24. **GOVERNING LAW AND JURISDICTION.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of any Products.

    The governing law of these Terms shall be English law. Any and all disputes arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force at the commencement of the arbitration which rules are deemed to be incorporated by reference in this Clause 24, PROVIDED always that:

    (a) Seller shall have the sole right at its option to commence legal proceedings before the Courts of Singapore to pursue the merits of any claim against Customer and/or as an interim measure to secure payment in respect of any claim or dispute against Customer; and

    (b) where Seller and/or Customer is a company incorporated in the People's Republic of China, Seller shall have the sole right at its option to refer any and all disputes arising out of or in connection with these Terms to arbitration administered by the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center in accordance with the SHIAC arbitration rules ("**SHIAC Arbitration**") for the time being in force, which shall be seated in Shanghai, People's Republic of China. Notwithstanding anything else in these Terms to the contrary, if Seller exercises its right to opt for SHIAC Arbitration, the governing law of these Terms shall be the laws of the People's Republic of China.

24. **适用法律和司法管辖区。**任何约定产品的销售不适用《联合国国际货物销售合同公约》。

    本条款适用英国法律。因本条款引起或与本条款相关的任何争议，包括与本条款的存在、效力或终止相关的问题，应提交至新加坡，根据新加坡国际仲裁中心在仲裁开始时有效的仲裁规则（该规则视为通过引用纳入本第24条规定），最终通过仲裁解决，但是：

    (a) 卖方享有专有的权利，可选择向新加坡法院起诉，对顾客提起实体索赔以和/或者作为向顾客提起索赔或争议后确保取得赔款的临时措施；和

    (b) 若卖方和/或顾客是在中华人民共和国成立的公司，则卖方享有专有的权利，可选择将因本条款引起或与本条款相关的任何争议提交上海国际经济贸易仲裁委员会/上海国际仲裁中心，根据该委员会当前有效的仲裁规则进行仲裁（以下简称为"SHIAC仲裁"），仲裁地为中华人民共和国上海。即使本条款中含有相反规定，若卖方行使权利选择SHIAC仲裁，则本条款适用的法律为中华人民共和国法律。

25. **LANGUAGE.** These Terms are written in English and Chinese and both language versions are equally authoritative. If there is any conflict, inconsistency or discrepancy between the English and Chinese versions of these Terms, the English version shall prevail.

25. **语言。**本条款以中、英文书写，中、英文版本具有同等法律效力。如本条款的中、英文版本存在任何冲突、不一致或差异的，以英文版本为准。