

Excelitas Noblelight (Shenyang) Ltd. - Standard Terms and Conditions for Sales of Goods

埃赛力达（沈阳）特种光源有限公司-货物销售标准条款和条件

1 DEFINITIONS AND EXPLANATION 定义和解释**1.1** In these conditions 在下述条款中:

"Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for purchase of the Goods is accepted by the Seller, or otherwise buys Goods from the Seller;

“买方”指接受卖方货物销售报价的人士或者其购买货物的订单为卖方所接受的人士，或以其他方式从卖方处购买货物的人士；

"Conditions" means the standard terms and conditions for sales of Goods set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

“标准条款”指本文件中列示的货物销售标准条款和条件以及在另有约定的情况下包括买方和卖方书面同意的任何特别条款和条件；

"Contract" means the Contract for the purchase and sale of the Goods in accordance with these Conditions; "合同"指根据本标准条款采购和销售货物的合同；

"Goods" means the goods (including any batch of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions; “货物”指卖方根据本标准条款供应的货物(包括任何批次的货物或其任何部分)；

"Order" the Buyer's order for the goods as set out in the Buyer's purchase order or in the Buyer's written acceptance of the Seller's quotation; “订单”指在买方采购订单或其对卖方报价的书面确认中列明的采购货物的订单；

"Seller" means Excelitas Noblelight (Shenyang) Ltd., whose registered address is at No.17 Daminghu Street, Economic Technology Development Zone, Shenyang;

“卖方”指埃赛力达（沈阳）特种光源有限公司，其注册地址为沈阳经济技术开发区大明湖街17号；

"Writing" includes facsimile and emails and comparable means of communication.

“书面方式”包括传真、电子邮件以及其他类似的通讯方式。

1.2 A person includes a natural person, legal person or non-legal-person organization (whether or not having separate legal personality). 人士包括自然人、法人或非法人组织(不管是否具有独立的法律人格)。**1.3** The headings in these Conditions are for convenience only and shall not affect their interpretation. 本标准条款的标题仅为查阅方便而设，不得以任何方式影响本标准条款的含义或释义。**2 BASIS OF THE SALE 销售基础****2.1** The Seller shall sell and the Buyer shall purchase the Goods in accordance with any Order, which is accepted by the Seller, by the issue of a purchase order acknowledgement. No Contract will arise between the Buyer and the Seller until such purchase order acknowledgement is issued. All Goods are supplied subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

卖方应当根据其通过出具采购订单确认而接受的任何订单销售货物，且买方应当据此采购货物。在出具采购订单确认之前，买方和卖方之间不存在合同。全部货物的供应应当受制于适用本标准条款的合同而不得适用任何其他标准条款。

2.2 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and the Seller. 除买方和卖方另行书面同意外，对本标准条款的任何修改均不具备约束力。**2.3** The Contract constitutes the entire agreement between the Parties. The Buyer acknowledges that it is not relying on any statement, promise or representation made or given by or on behalf of the Seller, which is not set out in the Contract, or given in Writing in accordance with Clause 2.4. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other contract between the Seller and the Buyer for the sale of the Goods.

合同构成双方之间的完整协议。买方确认其未依赖由卖方或代表卖方做出或给出的但在合同中规定列明或根据第2.4条以书面方式给出的任何声明、承诺或陈述。卖方出具的任何样品、图纸、事项描述或广告以及在卖方目录或手册中包含的描述或说明仅为提供其中所描述货物的大致概念，其均不构成合同的组成部分或买方和卖方之间有关货物销售的任何其他合同。

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not formally issued in Writing by the Seller and affixed with the Seller's official company stamp is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

卖方、其员工或代理提供给买方或其员工的与货物存储、应用或使用相关的任何建议或提议，如非由卖方以书面方式正式签发且加盖卖方公司公章，则遵守或按该等建议或提议行事的风险应由买方完全承担，且相应的，卖方不对任何该等未经书面确认的建议或提议承担责任。

2.5 Any typographical, clerical or other error or omission in any sales literature,

quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. 在卖方给出的任何销售说明书、报价、价格清单、要约承诺、发票或其他文件或信息中的任何印刷、笔误或其他错误或疏漏可修正，且卖方对此无需承担任何责任。

2.6 All industrial or intellectual property rights of any nature whatsoever in the Goods remain vested in the Seller at all times. 货物全部工业或知识产权，不管是何性质，均始终由卖方所有。**3 ORDERS AND SPECIFICATIONS 订单和规格****3.1** The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a reasonable time to enable the Seller to perform the Contract in accordance with its terms.

买方应当确保其向卖方发出的任何订单条款(包括任何适用的规格)的准确性并就其对卖方负责，且买方应在合理时限内向卖方提供与货物有关的任何必要信息以使卖方能够按照合同条款履约。

3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's purchase order acknowledgement. 货物的数量、质量、描述以及规格应当以卖方的采购订单确认为准。**3.3** Where the Buyer provides the Seller with drawings and technical specifications for customizing Goods, the Buyer warrants that such drawings and technical specifications do not infringe upon intellectual property rights of any third party. In case the Buyer is sued or claimed as a result of breaching the above warranty, the Buyer shall be solely responsible for such litigation or claim. The Seller's confirmation on the drawings and technical specifications provided by the Seller is only confirming their feasibility in production and from technical perspective, but not confirming they are free of defects in intellectual property rights. If the Seller is aware that the goods that the Buyer has requested to customize will infringe upon a third party's intellectual property rights, the Seller is entitled to stop production immediately and the Buyer shall compensate the Seller's losses resulting therefrom. If the Seller is held liable to any third party, or incurs any loss or damage, which is a result of infringement of any intellectual property right by the Goods that the Buyer has requested to customize and are produced according to the Buyer's drawings and technical specifications, the Buyer shall fully indemnify and hold harmless the Seller from and against any loss or damage.

如果买方提供图纸和技术规格要求定制货物的，买方承诺其提供的图纸和技术规格不会侵犯第三方知识产权，如买方违反此承诺而遭受任何诉讼或索赔，责任由买方自行承担。对买方提供的图纸和技术规格，卖方的确认仅代表其认可在生产和技术方面的可执行性，而非确认在知识产权方面无权利瑕疵。如卖方知悉买方要求定制的产品会侵犯第三方知识产权，卖方有权立即停止生产，且相关损失应由买方赔偿。如果由于买方提供的图纸和技术规格定制产品被指控侵犯任何知识产权从而导致卖方对第三方承担责任或遭受任何损失或损害的，买方应对卖方进行充分赔偿令卖方不受损失或损害。

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied according to the Seller's specification, which do not materially affect their quality or performance.

如需符合任何适用安全要求或其他法律要求，卖方保留对货物规格进行变更的权利，或者，如货物将按卖方规格提供的，在不实质影响其质量或性能的情况下，卖方亦保留对货物规格进行变更的权利。

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the prior agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

买方不得单方解除卖方已经接受的订单，但卖方事先以书面方式同意且买方完全赔偿卖方因该等解除而遭受或产生的全部损失(包括利润损失)、成本(包括所有已使用的人力和物料成本)、损害、费用和开支的除外。

4 PRICE OF THE GOODS 货物价格**4.1** The price of the Goods shall be as per the Seller's purchase order acknowledgment. All prices quoted are valid for 60 days after which time they may be altered by the Seller on giving notice to the Buyer.

货物的价格应当以卖方的采购订单确认为准。所有报价在60日内有效，此后卖方可通知买方进行价格变更。

4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to ship the Goods, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance which shall be the standard charges of the Seller's preferred supplier applicable at the date of shipment.

除在卖方任何报价条款中或价格清单中另有说明，且除卖方和买方另行以书面形式约定外，卖方给出任何价格均为出厂价，并且在卖方同意运送货物的情况下，买方应当向卖方支付卖方优选供应商在发货日适用的运输、包装和保险费用。

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller. 价格不包含任何适用的增值税，该等增值税应由买方另行向卖方支付。

5 TERMS OF PAYMENT 付款条款

5.1 The Buyer shall pay full amount of the total price of the Goods (i) within 5 days after the Buyer's purchase order is acknowledged by the Seller in Writing; and (ii) before delivery, unless otherwise agreed between the Parties. Upon the shipment of the relevant Goods, the Seller shall issue a relevant invoice to the Buyer within 10 working days.

在买方采购订单经卖方书面方式确认后 5 日内、并且在货物发货前买方应支付相关货物总价，但双方另有约定的除外。卖方在发货后 10 个工作日内向买方开具相应发票。

5.2 The Buyer shall pay all amounts due under their Contract without any deduction or withholding except as required by mandatory law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

买方应当不做扣减或预提地支付相关合同项下全部到期款项，但强制性法律另有规定的除外，并且，买方无权为预提全部或部分相关款项而向卖方主张任何债权、抵销或反索赔。卖方可在任何时间在不限制其可享有的任何权利或救济的情况下将买方欠付的任何款项抵销其应向买方支付的任何款项。

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

如果买方未能在到期时支付任何款项，在不影响卖方可享有的任何其他权利或救济的情况下，卖方应当有权：

5.3.1 suspend any further deliveries to the Buyer or cancel the Contract if the Buyer has been in delay of any due payment for more than thirty (30) days;

暂停向买方交货或在买方迟延履行超过 30 天时解除相关合同；

5.3.2 charge the Buyer liquidated damages (both before and after any judgment), which shall be calculated at 0.1% of the total overdue payment per each delayed day; and

在任何判决前和判决后，按迟延履行部分款项每日 0.1%收取买方逾期付款违约金；及

5.3.3 charge the Buyer and the Buyer shall indemnify the Seller on demand from and against all costs and expenses incurred by the Seller (including, but not limited to, all administrative and legal costs) in obtaining the monies owed by the Buyer to the Seller.

向买方收取且卖方应当向见索即付地向卖方赔偿卖方在取得买方对卖方欠付款项过程中发生的全部成本和开支(包括但不限于所有行政和法律成本)。

6 DELIVERY 交付

6.1 The Buyer shall pick up the Goods at the Seller's domicile on the agreed delivery date (if, for the reason not attributable to the Seller, the Buyer fails to pick up the Goods on the agreed delivery date, the delivery shall be deemed made by the Seller). The Buyer shall issue a relevant power of attorney to the person (either an employee of the Buyer or a carrier appointed by the Buyer) who comes to collect the Goods. Or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

买方应于约定交货日自行到卖方住所地提货(非因卖方原因，买方未能在约定交货日提货的，则视为卖方完成了交付)。买方应当向相关提货人(无论是买方公司员工或者买方委托的承运人提货)出具提货之授权委托书。或者，如果卖方同意其他交货地点的，则在卖方将货物运送至该地点时完成交付。

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless stipulated by the Seller in the purchase order acknowledgement. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

报价中给出的任何交付日期仅为预估，卖方不对由此产生的任何迟延履行承担责任。交付时间并非关键要素，但卖方在采购订单确认中明确承诺的除外。卖方可在向买方给出合理通知后在报价中的交付日期前交付货物。

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

如果货物由卖方分批交付，每一批交货均应构成一份独立的合同。卖方未能根据本条款交付任何一批或多批货物，或者买方就任何一批或多批货物提出的索赔均不构成买方可拒付全部合同的理由。

7 RISK AND PROPERTY 风险和所有权

7.1 Where the Seller is responsible for delivering the Goods to a specific place, risk of the Goods will pass from the Seller to the Buyer when the Goods arrive at the agreed delivery place. Where the Goods are to be picked up by the Buyer, risk of the Goods will pass from the Seller to the Buyer when the Goods are ready for picking up and the Seller has notified the Buyer thereof (at the latest when the Buyer picks up the Goods).

如果卖方送货的，货物风险于货物运抵约定交货地点时，转移至买方。如果买方负责提货，货物的风险于卖方备齐货物、通知买方提货之时(但最晚在买方提货之时)转移至买方。

7.2 Titles to all delivered Goods under any Contract shall remain with the Seller, unless or until the Buyer has made full payment for the Goods. Before the

Buyer obtains title to the Goods, the Buyer shall take proper care of the Goods, and the Buyer may use the Goods for the common and appropriate purpose of its normal business unless the Buyer has been in breach and the Seller has notified the Buyer thereof in writing. The Buyer shall not create any mortgage or pledge over the Goods which the Seller retains title without prior written consent of the Seller. If the Buyer further processes the Goods to which the Seller retains title or incorporates them into or with other products, such new products containing any parts of the original Goods shall become the property of the Seller. The Seller's rights and interests in such new products shall be limited to the outstanding amount owed by the Buyer to the Seller and, after the Buyer sells such new products, the rights and interests of the Seller extend to the sales price of such new products and the relevant claim thereof.

卖方对交付后的货物仍保有所有权，除非或直至相关货物的全额货款由买方付清。在买方取得货物所有权前，买方应妥善保管货物，可以根据货物通常并适当的用途为其正常的业务使用货物(除非买方违约且卖方已就此书面通知买方)。对于买方尚未取得所有权的货物，未经卖方事先书面同意买方不得将货物抵押或质押；如果买方对卖方具有权属的货物进行加工，或使其成为任何其他产品的一部分，则含有货物任何部分的该等新产品属卖方所有。卖方对该新产品的权益限于买方对卖方所有欠款总额；该权益延伸至买方销售新产品后的货款及请求权。

8 DEFECT OF PRODUCTS AND QUALITY WARRANTY 产品瑕疵及质量保证

8.1 The Buyer shall carry out an incoming inspection over the Goods immediately on the date when it receives the Goods. If the Buyer finds any apparent defect or damage or shortage during its incoming inspection, the Buyer shall immediately (at the latest within two (2) working days as from receipt of the Goods) notify the Seller in writing. The Buyer's failure to notify any apparent defect, damage or shortage within the aforesaid time period would be deemed as its waiver of relevant claims against the Seller relating to such apparent defect, damage or shortage.

买方应当在收到货物时进行开箱检验，如果货物有明显表面瑕疵或数量短缺，买方应当立即但最晚不迟于收到货物后 2 个工作日内书面通知卖方，否则视为买方放弃与货物该等明显表面瑕疵或数量短缺有关的任何权利与索赔。

8.2 Unless otherwise agreed between the Parties, the quality warranty period of the Goods is 12 months as from the date on which delivery is completed. Within the warranty period and provided that the Buyer uses the Goods properly, if any defect of quality appears which is not attributable to the Buyer, the Seller is responsible to, at its own option, repair or replace the defective Goods. The warranty period of the repaired or replaced Goods will not restart. If the Buyer suffers any additional losses resulting from the defective Goods, the Seller is only liable for direct losses. The Seller is not liable for any indirect losses (particularly including but not limited to profit losses).

除双方另有约定外，货物质量保证期为 12 个月，自货物交付之日起算。在保证期限内，在买方正常使用的条件下，因货物自身原因而非买方原因出现瑕疵的，卖方负责维修或更换(方式由卖方权衡选择)，经维修或更换的货物的质量保证期不再另行起算。货物瑕疵造成买方其它损失的，卖方的赔偿责任以直接损失为限，任何间接损失(特别包括但不限于利润损失)不予赔偿。

The above warranty is not applicable to parts which are vulnerable or consumable and is not applicable to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller to the extent that the Seller is able to pass this on to the Buyer.

上述质量保证不适用于易损耗的部件也不适用于非由卖方生产的部件、材料或设备，卖方仅有权就这些部件、材料或设备享有的质量保证仅限于其制造商给予卖方的且卖方可向买方转让之部分。

For the purpose of this Article, defects of Goods mean clear nonconformity of the delivered Goods with the Goods' specifications and requirements as agreed in Writing by the Parties. The Seller does not warrant the Goods' merchantability and fitness for special purposes.

为本条之目的，货物瑕疵系为货物与双方书面约定的规格和技术要求明确不符。卖方对于货物的适销性或者对特定用途的适用性并不保证。

Without prior written consent of the Seller, the Buyer has no right to remedy by itself a defect which is within the warranty scope during the warranty period and claim from the Seller reimbursement of the costs thereby incurred. The Buyer's claim for defect of quality shall be supported by an inspection statement made by a party/organization agreed by the Parties.

未经卖方事先书面同意的，买方无权自行对质量保证期内属于质保范围的产品质量问题自行采取补救措施并要求卖方支付其自行补救的费用。买方索赔须提供双方同意的检验方的检验证明。

The Seller's aggregate liability under a Contract resulting from defective Goods or otherwise shall not exceed 15% of the total contract price (excluding tax) under that Contract.

在一份合同下，卖方因货物瑕疵或其他任何事项向买方承担的责任总计最高不得超过不含税的该合同产品总价款的 15%。

9 CONFIDENTIALITY 保密约定

9.1 Both Parties shall keep all information (including but not limited to the object of procurement, technical materials, specifications and data, photos and test trials information, correspondences and emails between the Parties during the transaction period) provided by the other Party in connection with the execution or performance of the Contract ("Confidential Information") in confidence. Without prior written consent of the disclosing Party, the receiving Party shall not disclose or copy any Confidential Information or transfer the same to any third party or any internal personnel who is not involved in performing the Contract or who is not bound by relevant confidentiality obligations, nor shall the receiving Party use the Confidential Information for other purposes. This

confidentiality clause hereunder shall survive and continue to be valid after the termination or rescission of this the Contract. 买卖双方均应将对方所提供之与签署、履行本协议有关的所有信息（包括但不限于采购内容、技术资料、规格数据、照片及测试资料等相关数据，及双方交易期间往返之邮件）进行保密。在未获得披露方书面同意前，不得将相关信息透露、复印、转交给任何第三方或与履行本合同无关的内部人员或不受相应的保密义务约束的内部人员，亦不得将相关信息使用于任何其他用途。本保密条款在合同终止或解除后，对双方仍继续有效。

10 EXPORT TERMS 出口条款

10.1 In this Clause 10 "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

在本第十条款中“国际贸易术语”指在合同签署时有效的国际商会国际贸易术语解释通则。除另有约定外，在国际贸易术语中定义或赋予特殊含义的条款或表述在条件中应具有同等含义。但是，如果国际贸易术语的条款与条件有任何不一致之处，则应以后者为准。

10.2 Where the Goods are supplied for export from the PRC, the provisions of this Clause 10 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

当货物系由中国出口的，即便条件中存在其他约定，本第十条款应当适用（受制于买方和卖方之间任何特别约定）。

10.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

买方应当遵守货物目的地所在国家有关进口的法律法规的规定并且应当支付相应关税。

10.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered EXW (Ex Works) Seller's premises. 除买方和卖方另行书面约定外，货物由卖方按 EXW(卖方所在地)交付。

10.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

买方应当在发货前在卖方所在地安排测试和验收。卖方就买方在发货后针对货物可在验收中发现的任何明显瑕疵的索赔以及运输过程中的任何损坏不承担责任。

11 GENERAL 一般情况

11.1 Any notice made by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice is deemed to have been served as follows:

在条件项下一方向另一方做出的任何通知应当以书面方式发送至该方的注册地址或主要营业地或该方根据本条通知的其他地址。按如下方式发送的通知视为送达：

11.1.1 if personally by facsimile or E-mail, at the time of delivery;
如果以传真或电子邮件发送，在发送时即为送达；

11.1.2 if posted, at the time of expiration of 48 hours (in the case of airmail) or 7 days after the envelope containing the notice is posted. 如果以邮寄方式发送，在包含通知的信函邮寄之后 48 小时届满之时（若为航空邮件）或 7 日届满之时即为送达。

11.2 If a force majeure event occurs, being an event which cannot be foreseen, avoided or overcome (including but not limited to unforeseeable natural disaster; interruption of manufacturing, transportation or carriage; fire; flood; unforeseeable shortage in labor, public utilities, raw materials or supply; strike; lockout; government action or any other event that impairs, delays or stops the production and carriage of products or makes the production and carriage of products unreasonable), the obligations of the affected Party for executing the Contract during the period when such force majeure event continues will be suspended. The Party, who alleges being affected by a force majeure event, shall immediately notify the other Party after the occurrence of such force majeure event, take proper measures to reduce or eliminate the impact and use best efforts to resume its performance of the obligations as soon as possible. If, as a result of a force majeure event, supply and/or delivery of the Goods has been delayed for more than eight (8) weeks, or the force majeure event which prevents one Party from performing its obligations has continued for more than eight (8) weeks and is still continuing, either Party shall have the right to terminate the Contract, and the Seller shall not be held liable for any loss or damage suffered by the Buyer as a result.

如果发生有履约义务的一方无法预见、无法避免或无法克服的不可抗力事件，包括但不限于不可预见的自然灾害、生产、交通或运输障碍、火灾、水灾、不可预见的劳工、公用事业或原料和供应短缺、罢工、停工、政府行为、及减损、延迟或妨碍货物的生产、运输等的任何其它事件、或使其变得不合理的任何事件，在该事件持续期间，应免除受该事件影响一方履行合同的义务。声称因不可抗力事件而无法履行义务一方应立即在不可抗力事件发生后通知另一方，并采取合理措施减少或消除不可抗力事件的影响，且尽最大努力尽快恢复有关义

务的履行。如果不可抗力事件致使供应和/或交付延迟超过八周，或者导致一方无法履行义务的不可抗力事件持续八周且仍在持续的，任何一方均有权终止相关合同，并且卖方对买方因此遭受的任何损失或损害不承担责任。

11.3 The Goods procured by the Buyer may cause personal injury or property damage if not used properly. The Buyer hereunder expressly acknowledges that it fully understands the safety specifications and other safety notes regarding the use of the Goods. The Buyer is responsible to provide its employees, agents, customers or any other personnel who may have access to or use the Goods, with such safety specifications and notes, and shall provide necessary trainings to them. Any loss or liability resulting from the Buyer's failure to comply with the Goods' safety specifications or its failure to notify the relevant party shall be solely assumed by the Buyer.

买方所订购的货物如果使用不当可能会造成人身伤害或财产损失，买方在此明确承认其完全知晓货物使用的安全规范和其他安全注意事项，买方有义务对其员工、代理人、终端客户或其他可能接触该货物的人员进行产品使用的安全规范告知，并提供必要培训，因买方未遵照安全规范使用货物或因其未履行安全告知义务导致的任何损失和责任，由买方自行承担。

11.4 Unless specifically stated to the contrary, no failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

除非有明确相反的约定，一方未能或迟延履行其在本标准条款下的权利不应视为对该等权利的放弃，并且一方就本标准条款下任何违反的豁免不应被认为对相同或其他条款的任何后续违反的豁免。

11.5 Should any clause of the Contract be or become invalid, this shall not affect the validity of the remaining clauses. Should any part of a certain clause be or become invalid, this shall not affect the validity of the remaining parts.

本协议中如有某些条款为或变为无效的，不影响其余条款的有效性；任何条款中有部分无效的，不影响其余部分的有效性。

11.6 The Contract is governed by the law of the People's Republic of China. If there is any dispute arising out of this Agreement and the Parties fail to settle such dispute through amicable negotiation, the Parties shall submit such dispute to the people's court at the jurisdiction of the Seller's domicile.

合同适用中华人民共和国法律。由合同或其履行发生的争议，双方应友好协商解决，协商不成则提交卖方所在地人民法院进行裁决。

Or, in the event that the Buyer is not incorporated under the laws of the PRC, the Contract shall be exclusively governed by, and construed in accordance with, the law of [the People's Republic of China, without reference to any of its conflict of law rules. Any dispute arising from or in connection with the Contract] shall be submitted to Shanghai International Arbitration Center (SHIAC) for arbitration, which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time when the application for arbitration is submitted. The arbitral tribunal shall be composed of three arbitrators. Each party shall appoint one arbitrator, and the third arbitrator, who shall act as the presiding arbitrator of the arbitral tribunal, shall be jointly appointed by both Parties. If both Parties fail to agree on the appointment of the third arbitrator, SHIAC shall appoint the third arbitrator. The place of arbitration shall be Shanghai, China. The language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The losing party shall bear the arbitration costs, unless otherwise decided by the arbitral tribunal.

或者，在买方并非根据中国法设立的情况下，则合同应仅适用中华人民共和国法律并根据其解释，不适用冲突法规则。凡因合同引起的或与合同有关的任何争议，均应提交至上海国际仲裁中心，按照申请仲裁时上海国际仲裁中心现行有效的仲裁规则进行仲裁。仲裁庭应由三名仲裁员组成，每一方各选定一名仲裁员，第三名仲裁员由双方共同选定并担任仲裁庭的首席仲裁员。如果双方不能就第三名仲裁员的选定达成一致，则由上海国际仲裁中心指定该第三名仲裁员。仲裁地应为中国上海。仲裁语言采用英文。仲裁裁决是终局的，对双方均有约束力，可由任何具有合法管辖权的法院予以执行。除非仲裁庭另有裁决，仲裁费用由败诉方承担。

11.7 This contract is made in both English and Chinese. In case there is any discrepancy or conflict between the two versions, the Chinese version shall prevail.

合同以中文和英文版本签署，两种语言版本之间有任何冲突的，以中文版本为准。