

CONDITIONS OF SALE/INDEMNITY/ WARRANTY LIMITATIONS/EXCLUSIONS

销售条件/赔偿/保证限制/除外责任

1. **Pricing, Taxes and Risk of Loss:** Unless otherwise specified, prices herein are net, FOB Shanghai, China, and do not include sales, use, excise, value added or similar taxes and customs duties. Consequently, the amount of any present or future sales, use, excise, value added or other similar taxes or custom duties applicable to the sale of the products hereunder shall be paid or promptly reimbursed to Seller by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax-exemption certificate acceptable to the applicable taxing authorities. Title to and risk of loss passes to Purchaser upon shipment as per standard FOB terms. Shipments will not be insured unless specifically requested in writing by Purchaser. All shipment terms, delivery terms and the passing of risk shall be determined in accordance with Incoterms 2010 of the International Chamber of Commerce, as they may be amended from time to time.

定价、税费和损失风险: 除非另有规定, 本协议价格为中国上海离岸价, 不包括销售、使用、消费、增值或类似税费和关税。因此, 适用于本协议项下产品销售的任何当前或未来的销售、使用、消费、增值或其他类似税费或关税的金额应由买方支付或立即偿还给卖方, 或者作为替代, 买方应向卖方提供主管税务机关可接受的免税证明。根据标准 FOB 条款, 货物的所有权和损失风险在货交承运人时转移给买方。除非买方明确书面要求, 否则装运货物将不投保。所有装运条款、交货条款和风险转移应根据国际商会的《2010 年国际贸易术语解释通则》及其不时发生的修订予以确定。

2. **Payment:** Net cash in United States funds is due thirty (30) days from date of shipment, unless otherwise specified in writing. If any products sold hereunder are ready for shipment on or after the scheduled delivery date but cannot be shipped because of Purchaser's request or for any other reason beyond Seller's control, payment shall be due within (30) days after Purchaser has been notified that same is ready for shipment. Interest at the rate of 18% per annum shall be paid by Purchaser on all amounts not paid by the due date. Seller retains the right to file a security interest on all products until paid and Purchaser hereby grants to Seller a power of attorney to make such filings.

付款: 除非另有书面规定, 货物价款应在装运之日起三十(30)天内以美元资金支付。如果本协议项下出售的任何产品在计划交付日期当天或之后准备好装运, 但由于买方的要求或卖方无法控制的任何其他原因而无法装运, 买方应在接到该产品已准备好装运的通知后的(30)天内付款。对于到期未支付的所有款项, 买方应支付年息 18% 的利息。卖方保留对所有产品申请担保权益的权利, 直至付款, 且买方特此向卖方授予进行此类申请的授权书。

3. **Delivery:** Deliveries specified are only Seller's best estimate and apply only from date of receipt (as confirmed by Seller) of all final specifications, engineering and manufacturing information. Purchaser will inspect the products upon delivery and will promptly notify Seller in writing of any defect in the products. Seller shall not be liable for any delay in deliveries directly or indirectly resulting from or contributed to by any circumstances beyond Seller's control including, without limitation, Acts of God, acts of Purchaser, war or national emergency, terrorism, fire, flood, explosion, inability to secure material or transportation facilities, delays by vendors or carriers, acts or omissions of carriers, labor disputes or difficulties, however caused, export, import, exchange or other governmental regulations or restrictions. Purchaser may not cancel because of delays for such reasons; provided, however, that if any such delay continues for a period of more than sixty

(60) calendar days, the party not claiming excusable delay shall have the option of terminating the purchase order immediately, upon written notice to the party claiming excusable delay. Any added expenses incurred by Seller because of such delays, or delays in receipt of detailed specifications and other pertinent information, or because of changes requested by Purchaser, shall be paid by Purchaser upon receipt of Seller's invoice therefor. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of the purchase order, notwithstanding any prior arrangement. Seller may set off any amount due from Purchaser, whether or not under the purchase order, from any amounts due to Purchaser, whether or not related to the purchase order to which these Conditions are attached.

交付: 本协议规定的交付仅为卖方的最佳估计, 仅当收到(并经卖方确认)所有最终规格、工程和制造信息后才适用。买方将在交付时检查产品, 并及时书面通知卖方产品中的任何缺陷。就因卖方无法控制的任何情况, 包括但不限于天灾、买方行为、战争或国家紧急情况、恐怖主义、火灾、洪水、爆炸、无法确保材料或运输设施的安全、供应商或承运人的延迟、承运人的作为或不作为、劳动争议或困难(无论是何种原因造成的)、进出口管制、外汇管制或其他政府法规或限制, 所直接或间接导致或引起的任何延迟交付, 卖方不承担任何责任。买方不得因此类原因而取消合同; 但前提是, 如果任何此类延迟持续超过六十(60)个日历日, 未主张有理由延迟的一方有权向主张有理由延迟的一方发出书面通知, 立即终止采购订单。卖方因任何此类延误, 或因延迟收到详细规格和其他相关信息, 或因买方要求的任何变更, 而产生的任何额外费用, 应由买方在收到卖方的发票后支付给卖方。卖方保留随时修改或撤销信用证条款的权利, 无需另行通知, 并有权要求买方在支付采购订单金额之前提供保证、担保或付款, 即使双方事先另有安排。卖方可从卖方应付给买方的任何款项(无论是否与附有这些条件的采购订单相关)中抵口买方应付给卖方的任何款项(无论是否根据采购订单产生)。

4. Cancellation: Purchaser may cancel an order, in whole or in part, only upon written notice and payment to Seller of reasonable cancellation charges as determined by Seller. Such charges shall include, but are not limited to, all expenses incurred by Seller for amounts owed to suppliers, for work in process and materials up to and including the date of cancellation.

取消: 买方只有在向卖方发出书面通知并支付卖方确定的合理取消费用后, 才可以全部或部分取消订单。此类费用应, 包括但不限于在取消日期之前(包括取消日期)卖方因欠供应商的款项、在制品和材料而产生的所有费用。

5. Government Contracts: Seller understands that terms concerning delivery and materials in certain government contracts are subject to governmental priorities and restrictions, but only if Purchaser informs Seller in advance that an order involves a government contract and advises Seller of the contract number, and provides Seller with a copy of such contract.

政府合同: 卖方理解, 某些政府合同中有关交付和材料的条款受政府优先权和限制的约束, 但卖方受制于该等限制的前提是买方提前告知卖方相关订单涉及政府合同, 并告知卖方合同编号, 并向卖方提供此类合同的副本。

6. Purchaser-Furnished Materials and Technical Advice: (a) When material is furnished by Purchaser, Seller shall in all cases only be liable for amounts up to the usual billed value of work performed by Seller, for damage to such material or to the product into which such material is

incorporated. Purchaser shall fully reimburse Seller for extra or wasted work and for all costs of replacement incurred because of defective material supplied by Purchaser.

买方提供的材料和技术建议: (a) 当材料由买方提供时, 在任何情况下, 卖方仅在卖方所履行的工作的通常帐单价值的金额限度内, 对卖方对此类材料或包含此类材料的产品损坏承担责任。买方应全额赔偿卖方因买方提供的有缺陷材料而产生的额外或浪费的工作以及所有更换费用。

(b) Upon request, Seller may furnish Purchaser with materials and/or technical advice concerning the use and design of products by Purchaser. Seller does not warrant such materials or technical advice and Seller does not assume responsibility for test or performance results obtained by users. It is Purchaser's responsibility to determine suitability of such materials and advice for the product application and purposes and suitability for use in Purchaser's intended function. Seller shall use all reasonable efforts to adhere to Purchaser-furnished designs, drawings and/or specifications, but Seller shall have no responsibility for the suitability of same for the application intended. Seller further assumes no obligation or liability for the technical advice given or obtained and Purchaser acknowledges and agrees that it will implement any technical advice provided by Seller solely at its own risk. Purchaser should adopt such precautions and use applicable guidelines as may be reasonably advisable or necessary for the protection of property and persons. Any warranty applicable to a product, its application or use is strictly limited to the warranties contained in these terms and conditions. Nothing in these terms and conditions shall act as a representation that the product use or application will not infringe on a patent owned by someone other than the Seller or act as a grant of license under any Seller patent or other intellectual property.

(b) 卖方可应买方要求向其提供有关其产品使用和设计的材料和/或技术建议。卖方不就此类材料或技术建议做出任何保证, 卖方亦不对用户获得的测试或性能结果承担责任。买方有责任确定此类材料和建议是否适用于产品的应用和用途, 以及是否适用于买方的预期功能。卖方应尽一切合理努力遵守买方提供的设计、图纸和/或规格, 但卖方对该等设计、图纸和/或规格是否适用于预期用途不承担任何责任。卖方对其提供或获得的技术建议不承担任何义务或责任, 且买方承认并同意, 其将自担风险实施卖方提供的任何技术建议。买方应采取合理建议或必要的预防措施和使用指南, 以保护财产和人员。对产品、其应用或使用的任何担保仅限于本条款和条件中包含的担保。本条款和条件中的任何内容均不构成产品使用或应用不会侵犯卖方以外的人拥有的专利的保证, 也不构成对任何卖方专利或其他知识产权的许可授予。

7. Indemnification: In the event any product sold hereunder is used or resold by Purchaser in a manner causing unauthorized patent or other intellectual property infringement, or is modified, altered, repackaged, or is used in an unauthorized manner or is allowed to be contaminated by Purchaser or the subsequent/ultimate user in a manner that results in claims of damage to person or property, Purchaser shall immediately inform Seller of such claim, and shall defend, hold harmless and indemnify Seller and its affiliates, using counsel reasonably approved by Seller, for any and all damages and costs, including reasonable costs and expenses of counsel and other advisors, incurred by Seller in such defense, for which Seller may become liable, including, without limitation, claims for contributing to or inducing said damages, provided that said damages are not caused solely by Seller's construction or composition of the product which the damaged party received in its factory packaging or container.

赔偿: 如果根据本条款和条件出售的任何产品被买方以可能导致未经许可的专利或其他知识产权侵权的方式使用或转售,或被修改、更改、重新包装,或以未经授权的方式使用,或被买方或后续/最终用户污染,导致对人身或财产造成损害的索赔,买方应立即将此类索赔通知卖方,并应聘请卖方合理批准的律师为卖方及其附属公司进行辩护,使其免受损害,并赔偿卖方在此类辩护中产生的任何及所有损害和费用,包括卖方可能承担责任的律师和其他顾问的合理费用和开支,包括但不限于促成或导致上述损害的索赔,前提是上述损害并非仅由受损方在其工厂包装或容器中收到的卖方的产品的结构或成分所造成。

8. Limited Warranty/Exclusions: Seller warrants to Purchaser that the products sold hereunder, only to the extent that they are manufactured and packaged by Seller, shall be free from defects in material and workmanship under the normal use and service for which such products are designed or authorized, for the following time periods: **(a)** the warranty for adhesive products shall run from the date of shipment stated in the invoice (or if no period is so stated, from the actual date of shipment) through the earlier of (i) the shelf life date indicated on the product data sheet related to such shipped product or (ii) the expiration date on such product's packaging label; and **(b)** the warranty for equipment products shall run from the date of shipment stated in the invoice (or if no period is so stated, from the actual date of shipment) through the date specified in the product bulletins. Unauthorized repair, modification, or improper use of such products may void their respective warranties. The warranties will be effective only if Purchaser notifies Seller of any defects promptly upon Purchaser's discovery and if Seller's examination discloses to its satisfaction that the defect has been caused by defective workmanship or use of defective materials by Seller.

有限保证/除外责任: 卖方向买方保证,在以下时间段内,在卖方制造和包装的产品的限度内,根据本条款出售的产品,若为该产品设计或授权的目的而正常使用和服务,不存在材料和工艺缺陷:**(a)** 粘合剂产品的保证期应从发票规定的装运日期(或如果没有规定期限,则从实际装运日期起算)到以下日期中较早者:**(i)** 与该装运产品相关的产品数据表上注明的保证期,或**(ii)** 该产品包装标签上的到期日期;和**(b)** 设备产品的保证期应从发票中规定的装运日期(或如果没有规定期限,则从实际装运日期起算)到产品公告中规定的日期。未经授权而维修、修改或不当使用此类产品可能会使其各自的保证失效。只有当买方发现任何缺陷后立即通知卖方,且卖方的检查表明缺陷是由卖方的工艺缺陷或使用缺陷材料造成的,上述保证才有效。

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, HOWEVER ARISING, FOR ANY DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE OR OTHER ACTION OR INACTION.

在任何情况下,卖方均不对因卖方疏忽或其他作为或不作为而造成的任何特殊、间接、偶然、惩罚性或后果性损害负责,包括利润或收入损失,无论是如何产生的。

Statements made in any specifications attached to the products sold hereunder, other technical advice or in promotional materials are descriptive and are not intended as warranties. **MODIFICATION, ALTERATION OR REPACKAGING OF SELLER'S PRODUCTS AND/OR ANY CHANGE OR MODIFICATION TO ORIGINAL PACKAGING, LABELING OR HANDLING REQUIREMENTS SHALL VOID THIS WARRANTY. THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR OR INTEGRATION INTO OR USE WITH OTHER PRODUCTS, AND SHALL BE INEFFECTIVE AND SHALL**

NOT APPLY TO PRODUCTS THAT HAVE BEEN SUBJECTED TO MISUSE OR ABUSE, NEGLECT, ACCIDENT, DAMAGE, IMPROPER INSTALLATION OR MAINTENANCE. SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY WILL BE LIMITED, AT SELLER'S OPTION AND EXPENSE, TO EITHER (A) REPAIRING OR FURNISHING A REPLACEMENT FOR THE PRODUCTS WHICH SELLER REASONABLY DETERMINES DO NOT CONFORM WITH THIS WARRANTY OR (B) TO THE RETURN OF THE PURCHASE PRICE OF SUCH PRODUCT. PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY WILL BE ENFORCEMENT OF SUCH OBLIGATION.

本协议项下销售的产品所附的任何规格、其他技术建议或宣传材料中的陈述均为描述性陈述，不作为担保。卖方产品的修改、更改或重新包装和/或对原始包装、标签或处理要求的任何更改或修改将使本保证失效。本保证不涵盖正常磨损或集成到其他产品或与其他产品一起使用的情形，且若产品被误用或滥用、遭受疏忽、事故、损坏、不当安装或维护，该保证则立即失效不再适用。卖方在本保证项下的唯一义务将限于由卖方选择并承担费用：（A）就卖方合理确定不符合本保证的产品，进行维修或提供的替代品，或（B）退还该产品的购买价格。买方对违反任何该等保证的唯一补救措施将是强制执行本条约定。

All transportation costs of products returned for warranty repair and damage in transit will be borne by Purchaser. No agent, employee or representative has any authority on Seller's behalf, unless approved in writing by an authorized officer of Seller, to bind Seller to any representation, affirmation or warranty concerning the products, and any such representation, affirmation or warranty shall be unenforceable.

因保修维修和运输途中损坏而退回的产品的所有运输费用将由买方承担。除非经卖方授权人员书面批准，否则任何代理人、雇员或代表均无权代表卖方做出任何对卖方有约束力的、与产品有关的任何陈述、确认或保证，且任何此类陈述、确认或保证均不可执行。

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND WHAT IS DESCRIBED ABOVE. THE FOREGOING ARE THE ONLY WARRANTIES WITH RESPECT TO THE PRODUCTS, OR ANY MATERIALS OR COMPONENTS PURCHASED FROM OTHERS AND FURNISHED BY SELLER, AND PURCHASER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE OR OTHER ACTION OR INACTION.

没有超出上述范围的保证。上述是卖方提供的与产品或从其他方购买的任何材料或部件有关的唯一保证，买方放弃关于适销性、特定用途适用性和任何其他类型的任何其他保证，无论是明示或暗示的，由法律（法定或其他）引起的，无论是否由卖方的疏忽或其他作为或不作为引起。

Any action for breach of warranty must be commenced within one (1) year after the cause of action has occurred.

任何违反保证的诉讼必须在诉讼原因发生后一（1）年内开始。

9. Change to and Acceptance of Terms: The terms, conditions and limitations set forth herein, and any other written contract executed by Seller and Purchaser, under which this sale is made,

constitute the full understanding of the parties. No modification or waiver of any such terms and conditions shall be of any force or effect unless made in writing and signed by the parties claiming to be bound thereby. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they attempt to modify, add to or detract from these terms and conditions, shall not be binding on Seller. Failure by Seller to exercise any right or remedy available to Seller will not be deemed a waiver of such right or remedy unless in writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. By placing an order for shipment, Purchaser agrees to all the terms and conditions set forth herein, and in all other documents confirming such order. In the event of any conflict between these terms and conditions, and those set forth in any other document, these terms and conditions shall control unless otherwise agreed by both parties in a writing expressly stating that they supersede these terms and conditions.

条款的变更和接受: 本协议规定的条款、条件和限制, 以及买卖双方签订的据以进行销售的任何其他书面合同, 构成双方的充分理解。任何对此类条款和条件的修改或弃权均不具有任何效力, 除非声称受其约束的各方以书面形式作出并签署该等修改或弃权。双方先前的交易过程和口头协议, 如果可能会修改、增加或减损本条款和条件, 但未落实到卖方签署的书面协议中的, 则对卖方不具有约束力。除非卖方以书面形式签署, 否则卖方未能行使卖方可获得的任何权利或补救措施不得被视为放弃此类权利或补救措施, 也不得在接受任何付款时暗示放弃任何权利或补救措施。通过下达装运订单, 买方同意本协议以及确认该订单的所有其他文件中规定的所有条款和条件。如果本协议的这些条款和条件与任何其他文件中规定的条款和条件之间存在任何冲突, 则应以本协议的这些条款和条件为准, 除非双方以书面形式明确约定其他文件中规定的条款和条件取代这些条款和条件。

10. **Governing Law:** These terms shall be governed by the laws of the People's Republic of China. In the event of a dispute arising from the purchase order to which these Conditions are attached or under these terms, Purchaser agrees to submit all such disputes exclusively to arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC). The number of arbitrators shall be one. Proceedings shall be conducted in Shanghai and in the English language, and awards made by such single arbitrator shall be enforceable in any court of applicable jurisdiction.

管辖法: 这些条款应受中华人民共和国法律的管辖。如果因附有这些条件的采购订单而产生争议或根据这些条款发生争议, 买方同意将所有该等争议提交中国国际经济贸易仲裁委员会 (CIETAC) 进行仲裁。仲裁员的人数为一名。诉讼程序应在上海以英语进行, 该独任仲裁员作出的裁决应在任何适用管辖权的法院强制执行。

11. **Assignment; benefits:** These terms and conditions shall be for the benefit of each of Purchaser and Seller and not for the benefit of any other person. Purchaser may not assign these terms and conditions without Seller's prior written approval. Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions for these terms and conditions will remain in full force and effect.

转让; 利益: 本条款和条件系为买方和卖方各自的利益而签署, 而不是为任何其他人的利益签署。未经卖方事先书面批准, 买方不得转让这些条款和条件。本条款和条件中若有任何条款在任何司法管辖区内被禁止或不可执行, 仅就该司法管辖区而言, 应在该司法管辖区要求的最低限度内予以限制或取消, 本条款和条件的其余规定仍将完全有效。

12. **Notices:** Any communications required by these terms shall be in writing and shall be delivered by e-mail or recognized courier to the other party at the address listed on the most recent purchase order.

通知: 本条款要求的任何通信均应采用书面形式, 并应通过电子邮件或公认的快递发送至另一方最近的采购订单上列出的地址。

13. **Returns:** Under no circumstances shall any goods be returned to Seller nor orders cancelled nor deliveries suspended by Purchaser without Seller's prior written consent. Such consent will be granted at the sole discretion of Seller and on terms which will indemnify Seller against all loss thereby suffered.

退货: 在任何情况下, 未经卖方事先书面同意, 买方不得将任何货物退还给卖方, 也不得取消订单或暂停交货。此类同意将由卖方酌情授予, 并且前提是买方根据条款赔偿卖方因此遭受的所有损失。

14. **Right to Substitute:** Seller reserves the right to substitute materials or products of equal or better quality and specification than the products ordered by Purchaser.

替换权: 卖方保留替换与买方订购的产品质量和规格相同或更好的材料或产品的权利。

15. **Confidentiality:** Purchaser agrees that it shall not, without the prior written consent of Seller, use or disclose any of Seller's confidential information or data, material or deliverables created, developed, produced or otherwise obtained pursuant to the relevant purchase order or in the course of work relating thereto, and Purchaser shall protect same using the same standard of care as it uses to protect its own confidential information. Purchaser further agrees that it will not divulge any matter known to it, the disclosure of which would be detrimental to the interests of Seller as determined by Seller. The foregoing obligations of confidence shall not apply to (i) information in the public domain through no fault of Purchaser, (ii) information previously and lawfully known by Purchaser prior to disclosure by Seller, (iii) information rightfully learned from a third party not under restriction of disclosure, or (iv) information disclosed pursuant to court order, judicial subpoena or requirement of government authority with reasonable prior notice given to Seller by Purchaser.

保密性: 买方同意, 未经卖方事先书面同意, 不得使用或披露卖方根据相关采购订单或在相关工作过程中创建、开发、生产或以其他方式获得的任何保密信息或数据、材料或交付物, 买方应使用与保护其自身保密信息相同的谨慎标准来保护卖方的保密信息。买方进一步同意, 其不会泄露其已知的、经卖方认定泄露会损害卖方利益的任何事项。上述保密义务不适用于 (i) 非买方过错导致的处于公共领域的信息, (ii) 卖方披露前买方已经在先合法知晓的信息, (iii) 从第三方合法获悉的信息, 不受披露限制, 或 (iv) 经买方向卖方发出的合理事先通知后, 根据法院命令、司法传票或政府当局的要求披露的信息。