

GENERAL TERMS AND CONDITIONS OF SALES
一般销售条款和条件
1. Definitions

In these general terms and conditions of sales (“**Terms and Conditions**”), the following definitions apply:

Affiliate: means, with respect to either party, any corporation, enterprise or entity Controlling, Controlled by, or under common Control with, such party, whereby “**Control**” means the power to direct the management of a corporation, enterprise or entity, whether through contract, ownership of voting securities, or otherwise, for so long as such power exists.

Agreement: means any agreement, contract and/or sales transaction between the Seller as seller and the Buyer as buyer on the sale of goods and/or services (“**Products**”).

Buyer: means any party that the Seller supplies or agrees to supply Products to.

Hong Kong: means the Hong Kong Special Administrative Region of the People's Republic of China.

Seller: means any Affiliate of Umicore that has its registered office in Hong Kong.

Umicore: means a limited liability company (“**Société Anonyme**”) organized under the laws of Belgium, with its registered address at Rue du Marais 31, 1000 Brussels, Belgium, and registered number as 0401 574 852.

2. Acceptance

The Buyer has read and understood these Terms and Conditions, and agrees that either the Buyer’s written acceptance hereof or the Buyer’s acceptance of any delivery under these Terms and Conditions shall constitute the Buyer’s acceptance of these Terms and Conditions, which shall apply to the exclusion of all terms and conditions, specifications, letters, confirmations and other documents of the Buyer, whether or not contained or referred to in the Agreement.

3. Price and Adjustment

The price payable for the Products (“**Price**”) and any other terms and conditions of sales shall be not less favorable to the Seller than what has been stated in the Agreement. The Price mentioned on the Seller’s order confirmation, if any, applies.

Except as otherwise agreed in writing by the parties, all taxes, imposts and/or duties imposed or levied by any government and/or other authority upon the Agreement, upon any or all of the Products covered hereby, or upon any transaction or delivery hereunder or on the Price payable shall be the responsibility of the Buyer whether such amount shall be paid or payable by the Seller or otherwise and whether now or hereafter imposed.

If the period between the execution of the Agreement and the agreed delivery date exceeds three (3) months, and during such period there is an increase in costs or the enactment or modification of any laws or regulations, which results in an increase in the Price, the Seller shall have the right to negotiate with the Buyer and increase the Price. This does not apply in the case of default of delivery by the Seller.

4. Payment

Payment terms shall be as agreed to by the Buyer and the Seller in writing

1. 定义

在本一般销售条款和条件 (“**条款**”) 中适用下列定义:

关联方: 指由对应的一方控制、被控制或被共同控制的任何公司、企业或实体, 此处“**控制**”指通过合同、对表决权证券的所有权或其他形式的权力, 在其权力存续期限内指导公司、企业或实体管理的权力。

协议: 指卖方 (作为卖方) 和买方 (作为买方) 就货物和/或服务 (“**产品**”) 销售所订立的任何协议、合同和/或销售交易。

买方: 指卖方向其或同意向其提供产品的一方。

香港: 指中华人民共和国香港特别行政区。

卖方: 指优美科旗下注册的营业地点位于香港的任何关联方。

优美科: 指一家依照比利时法律组建的有限责任公司 (“**Société Anonyme**”), 其注册地址为 Rue du Marais 31, 1000 Brussels, Belgium, 注册号为 0401 574 852。

2. 接受

买方已阅读且理解本条款, 并同意买方对本条款的书面接受或对本条款项下任何交付的接受应构成买方对本条款的接受, 从而排除所有买方的条款和条件、规格、信函、确认和其他文件, 不论其是否包含在协议中, 或在协议中提及。

3. 产品价格和价格调整

产品的应付价款 (“**产品价格**”) 以及任何其他销售条款和条件, 应不低于协议中所约定的对卖方有利的条款和条件。如在卖方订单确认中指定产品价格的, 应适用该产品价格。

除双方另有书面约定外, 一切由任何政府和/或其他当局对于协议、协议所包括的任何或一切产品、协议包括的任何交易或交付的产品、或应付的产品价格所附加或征收的所有的捐税、进口税和/或关税都应由买方承担, 无论该等金额是否须卖方支付或是卖方应付的, 亦无论该等金额是当前或未来所征收。

如果从协议签订到约定的交付日期超过三 (3) 个月, 且在此期间由于成本增加或任何法律法规的制定或修改, 导致产品价格上涨的, 则卖方有权与买方进行协商并提高产品价格。这不适用卖方违约交付的情形。

4. 支付

支付条款应由买方和卖方书面约定, 并在协议中做出规

and set forth in the Agreement.

The Buyer shall effect the payment strictly in accordance with the Agreement and shall not have the right in any way to withhold, retain or exercise any right of set-off whatsoever or howsoever in respect of the Price or any part thereof.

In the event that the Buyer fails to make full payment on due date, the Buyer shall be liable for the interest equivalent to all the payment due from the due date times the rate of the Loan Prime Rate published by the National Interbank Funding Center for the corresponding period of delay plus 3%, and the Seller has right to suspend the delivery. If the delay is over thirty (30) days, the Seller has the right to unilaterally cancel or terminate the Agreement by a written notice sent to the Buyer, and the Buyer shall indemnify all the incurred losses (including reasonable attorney fees and other expenses) of the Seller.

Both parties acknowledge and agree that any computation (and the resulting accrual) of the above liquidated damage serves as a genuine pre-estimate of the Seller's losses in circumstances where such liquidated damages are to be computed and accrued in accordance with the above circumstances.

5. Transfer of Ownership and Risk

Unless otherwise stated in the Agreement, the ownership of all the Products shall fully remain with the Seller until the Price is paid by the Buyer in full. In case the Seller requires to retain the ownership of the Products, the Buyer shall cooperate with the Seller by executing the documents and/or fulfilling the proceedings as necessary therefor, including without limitation assisting the Seller with the registration with competent authorities (as appropriate). During the retention of ownership, the Buyer is obliged to properly handle and preserve the ownership-retained Products. The Buyer shall not transfer, sell or create any encumbrances on the ownership-retained Products without the Seller's prior written consent. If the Seller cannot exercise its rights or the Products are damaged or disposed due to the Buyer's nonperformance of its obligations, the Seller shall have the right to hold the Buyer liable for the corresponding damages and expenses (including reasonable attorney fees).

Unless otherwise stated in the Agreement (such as application of certain Incoterms), the risks of loss and damage in the Products shall transfer to the Buyer from the Seller once the Products are collected by the Buyer or arriving at the destination agreed in writing by both parties. If the Products fail to be delivered within the agreed time period due to the Buyer's reason, the Buyer shall bear all the risks of loss and damage from the date of breach of the Agreement.

6. Guarantee

The Seller has the right to demand immediate payment of all outstanding amounts relating to the Products or to require the Buyer to provide an appropriate guarantee for the Products or the Buyer shall assist the Seller to retrieve the Products under the requirement of the Seller, if the Buyer defaults on payment, or if there are actual signs of serious deterioration of assets, or if there are circumstances that would prove the Buyer's significantly diminished ability to pay due to lack of credit, or if the Buyer or a third party commences or files for bankruptcy proceedings against the Buyer or similar debt settlement procedures after the execution of the Agreement.

7. Delivery

Delivery on the Agreement shall be made in the quantities and on the dates

定。

买方应严格按照协议约定支付产品价格，买方不应以任何方式对协议项下的全部或部分产品价格扣留、保留或行使抵销权。

如买方未能按期足额付款，其应从付款到期日开始计算，按照所有到期账款乘以对应逾期期间的全国银行间同业拆借中心公布的贷款市场报价利率（LPR）加 3% 的利率向卖方支付利息，且卖方有权中止发货。当逾期付款超三十（30）天的，卖方有权通过书面通知买方单方取消或终止协议，且对于卖方因此受到的所有损失（包含合理之律师费用及其他费用支出），买方应予以赔偿。

在上述违约金将根据上述情况计算并累积的情况下，双方确认并同意对上述违约金的计算（及其累积）将作为卖方损失的真实预估。

5. 权属与风险转移

除非协议另有规定，在买方全额支付产品价格之前，所有产品的所有权均属于卖方。如卖方要求对产品保留所有权的，买方应配合卖方（酌情）签署必要的文件和/或办理必要的手续，包括但不限于协助卖方向主管机关进行登记。在所有权保留期间，买方有义务妥善处理和保存保留所有权的产品。未经卖方事先书面同意，买方不得随意转移、出售保留所有权的产品或在其上设立任何的权利负担。因买方未履行相应职责导致卖方无法行使其权利或导致产品被损坏或处置，卖方有权要求买方承担相应的责任并赔偿卖方之损害及费用支出（包含合理的律师费用在内）。

除非协议另有规定（例如适用某些特定的国际贸易术语），在产品由买方提货或运至双方书面约定地点时，产品灭失毁损的风险应由卖方转移至买方。因买方原因导致产品未按照约定期限交付的，买方应当自违约之日起承担产品的灭失毁损风险。

6. 担保

如果协议订立后买方付款违约、出现资产严重恶化的实际迹象，或存在能够证明买方因缺乏资信而付款能力显著降低的情形，或买方启动或申请或遭第三人依法启动或申请破产程序或类似的债务清偿程序，则卖方有权要求立即支付与产品有关的所有未付款项，或要求买方为产品提供适当的担保，或由买方于卖方要求时协助卖方取回产品。

7. 交付

协议项下的交付应依据双方约定的要求按时并按量交付。

agreed by both parties.

The Products shall be properly packed, labeled and protected in a reasonable manner at the Seller's discretion. Unless otherwise stated in the Agreement, the delivery is deemed completed upon the Buyer's collection of the Products or the Seller's shipment of the Products to a location agreed in writing by both parties. Upon delivery, the Buyer shall accept such Products immediately.

In the event that the Buyer fails to accept the Products immediately or fails to provide the Seller with reasonable instructions for the delivery of the Products, the Seller shall have the right to take the measures set forth below, and such action shall not impact the Seller to exercise or take any other rights or remedial measures such as to: (a) keep the Products until they are delivered or collected, and claim from the Buyer all expenses arisen from the storage and insurance of the Products; or (b) terminate all or part of the concerned Agreement by a written notice issued to the Buyer and sell or dispose such Products elsewhere on such terms or in such manner as the Seller may deem appropriate, and use the proceeds to cover the Price the Buyer should have paid for the Products, as well as any excess costs or the expenses incurred by the Seller (including, but not limited to, reasonable attorney fees, storage charges, insurance premiums and any other costs of sale or disposal). If such proceeds are insufficient to cover the aforementioned items, the Buyer shall pay the shortfall to the Seller.

8. Changes

Any changes or adjustment proposed by the Buyer must be approved by the Seller in writing before such proposed changes or adjustments become binding to the Seller. If such changes or adjustment result in additional charges, the Buyer shall compensate the Seller accordingly.

9. Warranty

The Seller represents and warrants to the Buyer only that the Products shall conform to the specifications agreed to in writing between the Seller and the Buyer. The Seller makes no warranty as to the intended use or application of the Products by the Buyer. The Products may not be returned without prior written authorization from the Seller and all costs of return will be the responsibility of the Buyer. **Except for the warranty provided in this Section 9, THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER ACCORDING TO ANY LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SUCH OTHER WARRANTIES UNDER SECTION 14-17 OF THE SALE OF GOODS ORDINANCE (CAP. 26, LAWS OF HONG KONG).**

The warranty provided in this Section 9 will not apply to the circumstances set forth below: (a) the Seller shall not be liable for defects in the Products resulting from modifications or changes in specifications if the aforementioned modifications or changes were requested by the Buyer; (b) the Seller shall not be liable for defects caused by normal wear and tear, willful damage, negligence, improper usage, failure to follow the Seller's instructions, incorrect usage without the Seller's approval, modification or repair; and (c) the Seller disclaims any warranties to any parts, accessories, materials or equipment that was not manufactured by the Seller, whereby with regard to such part, accessory, material or piece of equipment, the Buyer shall only have the right of benefit with respect to the corresponding warranty provided by the manufacturer to the Seller.

卖方应根据其判断采取合理的方式对产品进行妥善包装、标注和保护。除非协议另有规定，买方提货或卖方将产品运至双方书面约定地点即为完成交付。卖方交付后，买方应立即接受产品。

如果买方未能立即接受产品或者没有就交货向卖方作出合理指示，卖方有权采取以下措施，而且这并不影响卖方行使或采取任何其他权利或补救措施，诸如：(a) 保管产品直至交货或提货，并向买方收取因此所发生之全部仓储和保险费用；或者 (b) 通过书面通知买方终止全部或部分涉事协议，根据卖方认为合适的条件或方式向他方销售或处置该等产品，并将所得用于弥补买方应支付的产品价格和卖方因此发生的任何额外成本或费用（包括但不限于合理的律师费用、仓储费、保险费及其他销售或处置费用）。如果该等所得不足以支付上述款项，买方还应向卖方支付差额部分。

8. 变更

买方的任何变更或调整要求必须经卖方书面批准后方可对卖方具有约束力。如有关变更或调整造成费用增加，买方应对卖方予以补偿。

9. 保证

卖方向买方的声明和保证仅限于，产品应与买卖双方书面约定的规格相符。卖方不对买方预期的产品用途或应用做任何保证。未经卖方的事先书面授权，产品不能被退回；所有退回产品的费用应由买方负责。**除本第 9 条所做保证外，卖方在此否认所有其他保证，无论是明示还是默示，无论是依照法律、交易习惯还是在商业惯例中产生，包括但不限于对于适销性、适合特定目的性和不侵权的默示保证，以及其他《货物销售条例》(香港法例第 26 章) 第 14-17 条所规定的保证。**

卖方在本第 9 条所做保证于如下情形不适用：(a) 卖方对于因买方的要求而对产品规格作出的变更和改动所导致的产品瑕疵免责；(b) 卖方对于任何由于正常磨损、有意损坏、疏忽大意、使用不当、不遵循卖方指示说明、未经卖方同意的错误使用、改动或修理而造成的瑕疵免责；以及(c) 卖方的保证范围不包括非卖方制造的零部件、材料或设备，买方就此仅得从该零部件、材料或装备的制造商对卖方所做之相应保证中获益。

Without prejudice to the above, the Seller's performance of the liabilities in relation to any claim arising out of the actual or alleged infringement by the supplied Products of intellectual property right pursuant to the relevant provisions in the Agreement and the applicable law, is premised on that the Buyer shall provide the Seller with full information, cooperation and assistance regarding, and authority to defend, negotiate, or settle, and the Seller shall not undertake any liability if and to the extent that a claim of infringement is: (a) based on the modification to the Products made by the Buyer or a third party; (b) based on the fact that the Products have been integrated, or mixed with, the other objects not made or sourced from the Seller; or (c) based on any other use by the Buyer or a third party of the Products in combination with other objects not made or sourced by the Seller.

Unless otherwise stated in the Agreement, the Buyer shall submit to the Seller in writing any claim against quality warranty within three (3) days from the date of collection by the Buyer or delivery by the Seller, or any claim against intellectual property rights within three (3) days when the Buyer knows or should have been aware of the existence of any infringement or other claimable rights. In the event that the Buyer claims to the Seller for the defects of the Products based on this Section 9, upon the Seller's confirmation, the Seller may choose to repair or replace the Products free of charge, or may elect to refund all or a portion of the Price to the Buyer.

If the parties fail to reach an agreement within thirty (30) days on the quality disputes, either party may request an inspection performed by a qualified third party unanimously agreed by the parties. The cost of the inspection by third party shall be borne by the party whose result deviates more from the third party's inspection result. Unless otherwise agreed between the parties in writing, the parties agree to adopt the third party's inspection result for settlement.

10. Limitation on Seller's liability

To the extent permitted by the applicable laws, the Seller's liability and the Buyer's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of any breach of these Terms and Conditions or the Agreement by the Seller, or the Seller's other acts or omissions (including negligence) shall be limited to the lesser of (a) the actual and direct losses incurred by the Buyer due to such breach, or other acts or omissions, or (b) the Price of the concerned Products received by the Seller (excluding the price of precious metals, if any). In no event shall the Seller be liable for any lost profits, punitive, special, consequential, indirect, exemplary, incidental damages, or relative expenses.

To the extent permitted by the applicable laws, the Seller shall be waived from any liability to the Buyer, in the event that the Buyer knows or should have been aware of the existence of a third party that may bring a claim for infringement or have rights in respect of the Products at the time of entering into the Agreement or accepting the Products.

11. Warning Clause

The Buyer is hereby informed that the Products may have been classified as hazardous substance.

Owing to its industrial and commercial activities, the Buyer acknowledges

无损于前款，就所供产品的任何实际发生或声称的知识产权侵权索赔，卖方根据有关协议和适用法律的规定履行责任的前提是，买方应向卖方提供全面的信息披露、合作和协助，并授权卖方代为辩护、谈判和和解，并且卖方对于如下侵权索赔情形免责：(a)基于买方或第三方对产品的变更；(b)基于产品与非卖方生产或来源于卖方的其他物进行整合、或混合这一事实；或(c)基于买方或第三方对与非卖方生产或来源于卖方的其他物结合之产品的任何其他使用。

除非协议另有规定，就任何质量保证的索赔，买方应于提货或卖方交货之日起三（3）日内书面向卖方提出；而就任何知识产权索赔，买方应于知悉或应当知悉存在任何侵权或其他索赔权之日起三（3）日内书面向卖方提出。如果买方基于本第9条之约定向卖方提出了产品瑕疵，经卖方确认，卖方可选择无偿维修或更换产品，或者选择向买方退回产品的全部或部分产品价格。

如双方未能在三十（30）日内就质量争议协商一致的，任何一方可以要求由经双方一致同意的有资质第三方予以检测。第三方检测的费用由与第三方检测结果差异较大的一方承担。除非双方另有书面约定，双方同意以第三方检测结果进行和解。

10. 卖方责任限制

在适用法律允许的范围内，因卖方违反本条款或协议规定或其他行为或疏漏（包括主观疏忽）而引起的任何伤害、损失、损害、费用、成本或其他责任，卖方所担责任和买方所受补偿应限于以下两者中的较低者：(a) 买方因该等违约、或其他行为或疏漏发生所受的实际直接损失，或(b) 卖方已收悉的涉事产品的产品价格（除贵金属价值，如有）。在任何情况下，卖方均不对任何利润损失、罚金、特别损害、后果性损害、间接损害、惩罚性损害赔偿、附带损害或相关费用承担责任。

在适用法律允许的范围内，当买方在订立协议或接受产品之时知悉或应当知悉存在第三方可能就产品提起侵权索赔或享有相关权利，卖方应对买方相应免责。

11. 警告条款

买方知晓产品可能被归类为危险物品。

鉴于其工业和商业的活动，买方承认并同意其对于正确地

and agrees that it has sufficient knowledge, experience and relevant permit/qualification issued by authorities to properly move, store, handle and use the Products and the Buyer shall observe all general and personal preventive and safety measures required by applicable laws, regulations, instructions, and provide the Buyer's employees and customers with appropriate information regarding the hazards of such Products. In the event the Buyer fails to do so or fails to abide by applicable laws and, as a result, claims of damage or injury are made against the Seller by an employee of the Buyer or a user of the Products, the Buyer agrees to hold the Seller and the Seller's Products harmless from any such claims and related defense costs.

In the event the Buyer alters the physical state, appearance, form, nature or characteristics of the Products (including but not limited to compounding, blending, dissolving, alloying or otherwise mixing it with one or more other substances to form a new product) under circumstances and procedures over which the Seller has no control, then the Buyer shall be responsible for the new product it has made and all elements or components thereof and to hold the Seller and the Seller's Products harmless from any claims of damage or injury that the new product or any of its elements or components caused or allegedly caused to any employee of the Buyer or user of the new product, including defense cost, reasonable attorney fees and any damages arising therefrom.

12. Intellectual Property Rights

Unless otherwise agreed in writing by both parties, any intellectual property rights or industrial property rights in relation to the Products shall belong to Umicore and/or the Seller.

In the event the Seller makes available to the Buyer any means in respect of which the Seller possesses an intellectual property right, such as but not limited to samples, drawings, sketches, diagrams, specifications, computation notes, engineering documents and other documents relating to the Agreement, the Buyer acknowledges that Umicore and/or the Seller is and shall at all times remain the owner of such means and that the Buyer shall not obtain any intellectual property rights or title as regards such means. The Buyer shall manage all means referred to in this paragraph at its own risk and expenses and keep them strictly confidential. The Buyer commits itself not to use the means above by itself or have the means used by third parties except to the extent the Buyer has been authorized in writing by Umicore and/or the Seller to do so or for the purpose of performance of the Agreement.

The Buyer guarantees that no right or claim will be raised by any third party of any intellectual property rights or industrial property rights based on the Products resulting from the Seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the Buyer. Otherwise, the Buyer shall indemnify, defend and hold the Seller and the Seller's Affiliates, and their successors, clients, agents, shareholders, directors, officers, employees, harmless from and against any and all suit, action, administrative penalty, proceeding, judgment, losses, costs, damages, expenses (including without limitation to legal fees such as litigation and arbitration fees, investigative and evidentiary fees, attorney fees, etc.), taxes, fines, charges, penalties, liabilities and/or settlement or judgement amounts. The Seller may, at its option, be represented by and actively participate through its own counsel in any suit, or action, or administrative proceedings against the foregoing persons and entities.

Without prior written consent of Umicore and/or the Seller, the Buyer shall

搬运、储藏、处理和使用产品具备足够的知识和经验以及相关主管部门颁发的许可/资格, 并且买方应遵守一切适用的法律法规、规定和指示说明所要求的一切一般及个人的防护及安全措施, 以及向其职员与客户提供关于产品危险性的适当信息。若买方未能如上述内容或相关法律行事, 并继而导致其职员或产品用户向卖方主张损害或伤害的赔偿的, 买方同意保持卖方和卖方产品免受该等索赔并对与此相关的抗辩费用予以赔偿。

如买方在卖方无法控制的情况和程序下改变产品的物理状态、外形、形式、性质或特征 (包括但不限于通过化合、掺和、溶解、合金或其他方式将产品与其他一种或多种物质混合从而构成新产品), 买方应对其制成的新产品与一切元素或组成部分负责, 保持卖方和卖方产品免受任何其职员或新产品用户对于遭受或声称遭受该新产品或该新产品的任何元素或组成部分的损害或伤害的索赔, 包括抗辩费用、合理的律师费用及其引起的任何损害赔偿。

12. 知识产权

除双方另有书面约定的, 与产品相关的任何知识产权或工业产权应归属于优美科和/或卖方。

如卖方允许买方接触其占有的知识产权的相关介质: 包括但不限于样品、图纸、草图、图表、规格、计算注解, 工程文件和其他与协议有关的文件, 买方承认优美科和/或卖方是且应当在任何时候是该等介质的所有人, 且买方不得获得该等介质相关的任何知识产权或所有权, 买方对该等介质不享有任何知识产权或所有权。买方应自担风险和费用管理所有本条所涉及的介质, 并将其严格保密。除非是为了履行本协议之目的或在买方已获得优美科和/或卖方的书面授权范围内, 买方承诺不得擅自使用该等介质, 也不得允许第三方使用该等介质。

如买方要求卖方遵照买方所提供的技术图样、图案、程式或其它规格提供产品的, 买方确保任何第三方不能根据工业产权或其它知识产权就产品对卖方主张任何权利或要求。否则, 买方应为任何针对卖方和关联方, 及其继任者、客户、代理、股东、董事、高级管理人员、职员的主张进行抗辩, 并使上述对象免于因此遭受的任何诉讼、司法程序、行政处罚、程序、审判、损失、成本、损害、费用 (包括但不限于诉讼和仲裁费、调查取证费、律师费等法律费用)、税收、罚款、收费、处罚、责任和/或和解或裁判金额等。卖方可据其所需由其自己的律师代表并主动参与任何就上述个人和实体提起的诉讼、司法程序或行政程序。

未经优美科和/或卖方的事先书面同意, 买方不得直接或间

not, directly or indirectly: (i) reverse engineer any Products; (ii) file any patent application based on the Products; or (iii) challenge or attempt to invalidate any of intellectual property rights associated with the Products and possessed by the Seller.

13. Termination and Remedies

The Seller may terminate all or any part of the Agreement at any time or times by written notice to the Buyer: (a) if the Buyer fails to observe or comply with any covenants, terms or conditions contained in these Terms and Conditions and the Agreement; (b) if the Buyer fails to make payment in accordance with the agreed schedule and its nonperformance continues after receiving the written demand for performance from the Seller; or (c) if there is any proceeding by or against the Buyer in bankruptcy or insolvency.

Upon termination, the Seller may sell or dispose the Products under this Agreement elsewhere on such terms or in such manner as the Seller may deem appropriate, and use the proceeds to cover the Price the Buyer should have paid for the Products, as well as any excess costs or the expenses incurred by the Seller (including, but not limited to, reasonable attorney fees, storage charges, insurance premiums and any other costs of such sale or disposal). If such proceeds are insufficient to cover the aforementioned payments, the Buyer shall pay the shortfall to the Seller.

Notwithstanding the above rights to terminate the Agreement, the Seller shall unaffectedly have all other rights and remedies provided by the law and under these Terms and Conditions and the Agreement, and all of the Seller's rights and remedies shall be cumulative and none shall be considered exclusive.

14. Force Majeure

Either party may be exempted from any liability due to any delay or impossibility of performance of contractual obligations during the following occurrence of an event of force majeure, which shall mean any delay or impossibility of performance directly or indirectly caused by, or that in any manner arises from events and causes beyond such party's reasonable control, including but not limited to acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes (unless they could reasonably be avoided or resolved), fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, riots or embargoes, shortage or restraints of logistics or supply chains, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified, which are beyond its reasonable control. The party claiming force majeure shall give written notice to the other party as soon as possible. The Seller shall have the right to, at its sole discretion, cancel any Agreement or any part thereof without any charge or penalty and/or sell the Products covered by the Agreement to other customers for the duration of the Buyer's inability to perform due to the occurrence of an event of force majeure. The Seller may also terminate, with notice to the Buyer, the whole Agreement if the force majeure event has been continuous in effect for a period beyond three (3) months.

15. Waiver

No waiver by the Seller of any breach by the Buyer of these Terms and Conditions or the Agreement, or delay or failure of the Seller to enforce any right or remedy, shall be construed as a waiver of any succeeding breach of the same or any other terms or conditions. Nothing contained herein shall limit any of the

接地: (i) 对任何产品进行反向工程; (ii) 提交基于产品的任何专利申请;或 (iii) 对由卖方占有的并与产品相关的任何知识产权提出异议或试图使之无效。

13. 终止与救济

卖方可书面通知买方在下列任何时候完全或部分终止协议: (a) 如买方未能遵守或遵照本条款和协议项下的任何契约、条款或条件; (b) 如买方未能按期履行付款义务且在卖方书面催告后继续不履行的; 或(c)存在买方提起的或针对买方的任何破产或清算程序。

终止后, 卖方可根据其认为合适的条件或方式, 向他方销售或处置该产品, 并将所得用于弥补买方应支付的产品价格和卖方因此发生的任何额外成本或费用 (包括但不限于合理的律师费用、仓储费、保险费及其他销售或处置费用)。如果该等所得不足以支付上述款项, 买方还应向卖方支付差额部分。

尽管有上述终止协议的权利, 卖方依法享有和本条款和协议项下的所有其他权利和救济应不受影响, 所有卖方的权利和救济应是累计叠加的且不设限额的。

14. 不可抗力

任何一方可以就如下不可抗力情形发生期间的任何延误或不能履行约定义务而免责, 即是指因超过一方合理控制的事件或原因直接或间接或以其他方式引起的任何延误或不能履行, 包括但不限于天灾、政府机构的行为与疏漏、宣战或不宣而战、恐怖主义、爆炸、罢工或其他劳动纠纷 (除非存在合理规避或解决的可能)、火灾和自然灾害 (如洪水、地震、风暴、和流行病), 法律变更、暴动或禁运、物流或供应链的短缺或紧张、或不限于上述的不论性质相似与否的其他超过其合理控制的理由或事由。主张不可抗力的一方应尽快向另一方发出书面通知。卖方有权自行决定取消任何协议或其任何部分, 和/或在买方因不可抗力情形发生而无力履行的期间内将产品销售给其他客户, 而无需承担任何费用或赔偿。在不可抗力情形持续影响达三 (3) 个月以上的情况下, 卖方亦可通知买方终止协议。

15. 豁免

卖方对于买方对本条款或协议的违约的任何豁免, 或卖方对其任何权利或救济的延期或不予实施, 不应构成对任何后续同类或其他条款或条件违约的豁免。本条款所列的任何内容, 在买方发生任何条款违约或任何协议违约的情形下, 均不构成对任何卖方救济的限制。

remedies of the Seller in the event of the Buyer's breach of any of these Terms and Conditions or any part of the Agreement.

16. Assignment

The Buyer shall not assign to any person or entity all or a portion of its rights or obligations under any Agreement or these Terms and Conditions without the prior written consent of the Seller, and any attempted assignment without such consent shall be void. The Seller may assign any of its rights and obligations under any Agreement or these Terms and Conditions without the consent of the Buyer in the event that the Seller shall effect or intend to effect a reorganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets, or one or more of its businesses or business lines, to any other corporation, partnership, organization or other entity.

17. Severability

If any provision of any Agreement or these Terms and Conditions or any part thereof is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of such Agreement or these Terms and Conditions or any part thereof shall not be affected.

18. Confidentiality

The Buyer shall keep in strict confidence all information obtained from the Seller and, without the prior written consent of the Seller, shall not use any such information for any purpose other than the performance of the Agreement. The Buyer shall protect the confidentiality of all such information with at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care. For the avoidance of doubt, the Price and the Agreement shall be deemed to be confidential information for the purposes of this Section.

The Buyer is strictly prohibited to take pictures or videos at the Seller's premises.

If the Buyer and the Seller execute a separate non-disclosure agreement ("NDA"), such NDA shall prevail when these Terms and Conditions conflicts with the NDA.

This Section shall survive the expiration or termination of any Agreement, or these Terms and Conditions.

19. Governing Law and Dispute Settlement

These Terms and Conditions, the Agreement and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the laws of Hong Kong without regards to its conflicts of law provisions and UN Contracts for the International Sale of Goods (CISG). All disputes shall be submitted to China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center. The seat of arbitration shall be Hong Kong.

20. Language

These Terms and Conditions are written both in English and Chinese. If there is any discrepancy between the English version and the Chinese version, the English version shall prevail.

16. 转让

未经卖方事先书面同意，买方不得向任何个人或实体转让其在任何协议或本条款项下的全部或部分权利或义务，任何未经同意的试图转让亦归为无效。如果卖方需要实施或打算实施重组，与其他企业联合或合并形成其他企业、合伙关系、组织或其他实体，或向任何其他企业、合伙组织、组织或其他实体转让所有或绝大部分财产或资产、或一项或多项业务或业务线，则卖方可不经买方同意转让其在协议或条款项下的任何权利或义务。

17. 可分割性

任何协议或本条款项下的规定或其任何部分如被主管机关认定为无效或不可执行，不得影响该等协议或条款项下的其他规定或其他任何部分的效力。

18. 保密

买方应对自卖方处获悉的所有信息严格保密，未经卖方事先书面同意，不得将该等信息用于除履行协议以外的任何其他目的。买方应至少以其保护自有保密信息的同等注意标准保护所有该等信息的保密性，且在任何时候都不得低于合理注意要求。为避免疑义，产品价格以及协议均应认定为本条款项下的保密信息。

严格禁止买方在卖方场所内摄影或摄像。

如买卖双方另行签署保密协议（“**保密协议**”），当本条款与保密协议中的规定冲突时，应以该保密协议为准。

本条规定在任何协议或本条款到期或终止后继续有效。

19. 管辖法律和争议解决

本条款、协议、以及由本条款与协议及其标的或成立引起或相关的任何争议（包括非契约性争议）应由香港法律管辖和解释，且不适用冲突法律规范和联合国国际货物销售合同（CISG）。所有争议应提交中国国际经济贸易仲裁委员会香港仲裁中心仲裁解决。仲裁地应为香港。

20. 语言

本条款由英语和中文撰写。如中英文版本间存在不符，应以英文版本为准。