

# COHERENT

## 销售的一般交易条款和条件

### COHERENT GENERAL TERMS AND CONDITIONS OF SALE

- 有限保证** 卖方保证产品符合卖方发布的规格，且在采购订单规定的保修期内没有材料和做工方面的缺陷。除非前句有明确规定，卖方不做且特此声明不承担所有对产品商销性、无侵权或适合特定用途的保证，或任何其他明示或默示的保证。买方承担因使用产品而产生的所有风险和责任，并且承认和同意应当严格依照使用手册和其他的产品文件中适用的说明、警告和其他信息使用产品和进行所有安装、维修、调整。

**Limited Warranties.** Seller warrants that the Product conforms to Seller's published specifications and are free from defects in materials and workmanship for the warranty period stated in the Purchase Order. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE, SELLER MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from the use of the Products and acknowledges and agrees that Products and all installations, repairs and adjustments should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation.

卖方的义务限于免费维修或更换交货时不合格的产品或在保修期内证明是有缺陷的产品。更换系统（以及部件）可包含经修复的零件。经修理或替换的零件的保修期仅为原保修期。The obligation of Seller is limited to repairing or replacing without charge the Product which is not in conformity on delivery or proves to be defective during the warranty period. Replacement systems (and components) may contain reconditioned parts. Repaired or replacement parts are warranted for the period of the original warranty only.

- 责任范围** 卖方因各采购订单或与采购订单有关的事项而产生的责任总和都不应超过该采购订单的金额。除因故意或重大过错造成身体伤害或财产损失以外，在任何情况下卖方都不应对因本合同所述产品的设计、制造、送达和/或销售而产生的任何衍生的、间接的或特殊的损害、利润损失（间接或直接）、开支、费用、伤害、侵害或任何形式的损失承担责任。

**Limitation of Liability.** Seller's aggregate liability arising out of or in connection with each Purchase Order shall not exceed the amount of the Purchase Order. With the exception of bodily injuries and property damages as a result of deliberate intent or gross fault, IN NO EVENT SHALL SELLER BE LIABLE IN ANY WAY WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGE, LOSS OF PROFITS (DIRECT OR INDIRECT), EXPENSE, COST, INJURY, PREJUDICE OR LOSS OF ANY KIND FOR, THE DESIGN, MANUFACTURE, DELIVERY AND/OR SALE OF PRODUCTS HEREUNDER.

- 检查** 除非采购订单另有规定，产品应以工厂交货，制造商工厂（国际贸易术语 2010）运输至买方。所有权及损失的风险应在产品交付至指定承运人时从卖方转移至买方。在收到产品时，买方将检查产品。如果在收到产品后 90 天内，买方未向卖方发出书面通知告知产品不是买方订购的产品，或是产品被损坏、产品丢失、产品有瑕疵或产品不符合约定规格，则产品应当视为以符合约定规格（不论是数量还是质量）的状态送达。

**Inspection.** Unless otherwise specified in the Purchase Order, Products shall be shipped to Buyer Ex Works, manufacturer's factory (Incoterms 2010). Title and risk of loss shall pass from Seller to Buyer upon delivery of the Product to the designated shipping carrier. Upon receipt of the Products, Buyer will inspect the Products. If within 90 days of receipt of the Products, Buyer has not given

Seller written notice that the Products are not what the Buyer has ordered, are damaged, missing or defective or do not conform to the agreed specifications the Products shall be deemed delivered in conformity with the agreed specifications, whether in terms of quantity or quality.

4. **唯一条款** 采购订单及本条款和条件代表双方之间的整体合同。采购订单及本条款和条件仅可由双方的授权代表以书面方式修改。卖方将不受买方提交的任何修改或排除任何本条款和条件的采购订单或其他文件的约束。

**Sole Terms.** The Purchase Order and these terms and conditions represent the entire contract between the parties. The Purchase Order and these terms and conditions may only be modified in writing by authorized representatives of the parties. Seller will not be bound by any purchase order or other document submitted by Buyer which amends or excludes any of these terms and conditions.

5. **不可抗力** “不可抗力事件”是指超出一方控制范围的事件，且导致一方不能履行其在本合同中的义务，包括但不限于自然灾害、战争、暴乱或其他民众骚乱、政府或其他监管行为或禁运、工业或商业争议、常规供应商的延迟或无能力履行、运输或设备故障、或超出该方合理控制范围的其他事件。如果不可抗力事件发生，任何一方对另一方可能因该等履行不能或履行延迟遭受的任何损害、增加的费用或损失都不承担责任，该等不能或延迟不应被视为违反本协议。

**Force Majeure.** “Event of Force Majeure” means an event beyond the control of a party, as a result of which the party is unable to perform its obligations hereunder, including but not limited to natural calamities, war, riot or other civil commotion, governmental or other regulatory actions or embargo, industrial or trade disputes, delay or inability of regular suppliers, transportation or equipment failure, or other events beyond the reasonable control of such Party. If an Event of Force Majeure occurs, neither party shall be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this agreement.

6. **无默示权利** 本协议中的任何内容不应被视为或解释为 (i) 不论是明示的、暗示的、默许的或其他方式而对任何知识产权做出许可或授予；(ii) 限制卖方实施其专利权或其他知识产权的权利，包括但不限于，超出适用于产品的任何专利或其他知识产权许可证或声明授予的使用范围使用任何产品；或 (iii) 授予买方任何权利，在本协议下买方订购并由卖方供应的产品或部件范围之外，取得产品或部件。

**No Implied Rights.** Nothing in this agreement shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit Seller’s rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; or (iii) as granting Buyer any right to be supplied with any Product or component thereof beyond those ordered by Buyer and supplied by Seller in accordance with this agreement.

7. **文本** 本协议可签署任何数量的副本，经该等签署后的每一副本都应被视为一份原件，且所有副本应共同构成一份相同的协议。通过传真或电子传输方式发送的经签署的一份本协议 PDF 格式副本与经签署的一份本协议副本原件的效力相同。

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

8. **法律适用** 本协议应适用中华人民共和国的法律。

**Governing Law.** This Agreement shall be governed by the laws of the People's Republic of China.

9. **争议** 双方之间因采购订单或与采购订单有关的事项或本条款和条件而产生的任何争议，如不能通过双方之间善意协商解决的，应当由北京仲裁委员会在北京依据其当时有效的仲裁规则进行仲裁。该等仲裁裁决对双方而言应当是终局的、有约束力的。

**Disputes.** Any dispute between the parties arising out of or relating to the Purchase Order or these terms and conditions which is not resolved through good faith negotiations between the parties, shall be referred to binding arbitration in Beijing at the Beijing Arbitration Commission to be conducted under its arbitration rules then in effect. The arbitration award shall be final and binding on the parties.