

## ANDERSON POWER PRODUCTS TERMS AND CONDITIONS OF SALE

- General** – All orders for products (“Products”) sold by **Ideal Anderson Asia Pacific Limited (“APP Hong Kong”)**, (“Seller”) to purchaser (“Buyer”) are governed by and sold exclusively under these Terms and Conditions (which together with the Order Acknowledgment, comprise the “Agreement” between Seller and Buyer). The Agreement constitutes the final expression of all terms and conditions of sale between the Seller and Buyer and is a complete and exclusive statement of those terms and conditions. This Agreement entirely supersedes any and all prior oral or written correspondence, quotation, or agreement. Any additional terms and conditions on any Purchase Order that add to (except respecting price, quantity, product ordered and delivery instruction), conflict with or differ from this Agreement are hereby rejected by Seller, unless expressly agreed to by Seller in a writing signed by Seller (sending an Order Acknowledgement does not constitute acceptance for this purpose). In the event of a conflict or inconsistency between these Terms and Conditions and the terms of any written agreement between the Parties, the written agreement shall control except to the extent that the applicable Order Acknowledgment specifically states otherwise. Seller reserves the right to modify these Terms and Conditions from time to time.

**一般条款:**所有艾德盛亚太有限公司 (“APP 香港”) (“卖方”) 向购买方 (“买方”) 销售的产品 (“产品”) 的订单均受本《条款和条件》的管辖, 并且仅在本《条款和条件》下销售 (与订单确认一起构成卖方和买方之间的“协议”)。本协议构成卖方和买方之间销售的所有条款和条件的最终表述, 是这些条款和条件的完整且唯一陈述。本协议完全取代任何和所有先前的口头或书面通信、报价或协议。除非卖方明确同意并在卖方签署的书面文件中确认 (发送订单确认不构成接受此目的), 否则在任何采购订单上的任何附加条款和条件 (除了与价格、数量、所订购的产品和交付说明有关的条款) 均被卖方拒绝。在条款和条件与双方之间的任何书面协议条款之间存在冲突或不一致的情况下, 除非适用的订单确认明确另有规定, 否则书面协议将优先适用。卖方保留随时修改本条款和条件的权利。

- Orders and Acceptance** – An order becomes legally binding when the Buyer submits a valid written order (“Purchase Order”) for Products and Seller accepts said Purchase Order by providing Buyer with a written acknowledgement of the Purchase Order (“Order Acknowledgment.”) No Purchase Order placed by the Buyer shall be deemed to be accepted by the Seller unless Seller issues an Order Acknowledgment. All valid Seller quotations must be in writing and are valid for and subject to acceptance by Buyer within 30 days of its issuance, and Buyer may accept such quotation by submitting a Purchase Order in conformance with the quotation. To the extent that Seller does not remit an Order Acknowledgment within 30 days of receipt of a Purchase Order, the Purchaser Order is deemed rejected.

**订单和接受:** 当买方提交有效的书面订单 (“采购订单”) 购买产品时, 订单即具有法律约束力, 卖方通过向买方提供采购订单的书面确认 (“订单确认”) 接受该采购订单。除非卖方发出订单确认, 否则买方提交的任何采购订单均不被视为卖方接受。所有有效的卖方报价必须以书面形式, 并在发出后 30 天内由买方接受, 并且买方可以通过提交与报价一致的采购订单来接受该报价。如果卖方在收到采购订单后 30 天内未发出订单确认, 采购订单将被视为被拒绝。

- Pricing – Pricing of the Products is based on EXW APP Hong Kong’s warehouse (ICC Incoterms 2010)**, unless otherwise specified by Seller. Pricing is subject to change with a thirty (30) day written notice to the Buyer, unless otherwise agreed upon by the parties in writing. Prices of the Products shall be determined according to the prices set out in the written quotation provided to Buyer provided the Purchase Order is placed within 30 days of receipt of the quotation. Pricing on previously booked orders will go into effect at the time of the price change. Prices shown for given quantity break are based on a single shipment of the specific part number unless otherwise agreed. Combining quantities of different part numbers for additional price breaks is not allowed. Any typographical, clerical, or other error or omission in the quotation, price list, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

**定价:** 产品的定价基于 APP 香港仓库交货 (ICC2010 国际贸易术语解释), 除非卖方另有规定。定价可能会根据卖方向买方提前三十 (30) 天书面通知进行变更, 除非双方在书面上另有约定。产品的价格应根据提供给买方的书面报价中的价格确定, 前提是采购订单在收到报价后的 30 天内下达。对于之前预订的订单, 价格变动将在变动发生时生效。给定数量范围的价格是基于特定零件号的单次装运, 除非另有约定, 不允许合并不同零件号的数量以获得额外的价格优惠。卖方在报价、价格表、发票或其他文件或信息中发生的任何打字、文书或其他错误或遗漏, 均可进行更正, 卖方不承担任何责任。

- Payment and Payment Terms** – Credit limits will be established after a credit history review and assessment. If no limit is in place, the payment terms will be Cash In Advance. Buyer shall pay Seller invoices within 30 days from date of shipment. Under no circumstances will the 30 days be construed to begin after the goods arrive at the Buyers location or after the occurrence of any other contingency. Payments shall be made in the same currency as that of the invoice. Payment in any currency other than the currency invoiced requires Seller’s written authorization. Upon failure of Buyer to pay the invoice by the due date, the Seller shall, in addition to any rights or remedies available to Seller by law, be entitled to cancel or suspend future deliveries, charge interest at the prevailing market rate on the outstanding balance, require immediate return of the goods not paid for, and/or submit the account for collection. Buyer shall indemnify Seller any costs incurred to collect any unpaid amount, including reasonable attorney’s fees and disbursements. Buyer shall have no right to deduct or set off against any amounts owed to Seller for any Products purchased under this Agreement; all invoices must be paid in full in accordance with this section.

**付款和付款条件:** 经过信用历史审核和评估后, 将建立信用额度。如果没有设定额度, 则付款条款为预付现金。买方应在发货日期起 30 天内支付卖方的发票。在任何情况下, 这 30 天期限不得被解释为在货物到达买方地点或发生任何其他情况之后开始计算。付款应以与发票相同的货币进行。除非卖方书面授权, 否则不接受以发票货币以外的任何货币付款。如果买方未能在到

期日前支付发票，卖方除享有法律赋予的任何权利或救济外，还有权取消或暂停未来的交付，对未付余额收取市场利率的利息，要求立即退还未支付的货物，并/或将该账户提交催收。买方应对收集任何未支付金额所产生的费用进行赔偿，包括合理的律师费用和支出。买方无权扣减或抵销根据本协议购买的任何产品所欠卖方的金额；所有发票必须按照本节的规定全额支付。

5. **Taxes and Tariffs** – The price listed, unless otherwise agreed, has included any and all taxes levied on the sale of the Products.

**税收及关税：**除非另有约定，所列价格已包含对产品销售征收的所有税费。

6. **Order Cancellation** – Orders accepted by the Seller cannot be altered, rescheduled, or cancelled by the Buyer unless agreed to by the Seller in writing. All orders for Custom Products or made to order parts are non-cancellable. If a cancellation is approved, any item complete at time of receipt of written cancellation notice will be shipped and invoiced at the contacted price. Work on balance of the order will be stopped as promptly as reasonably possible and the Seller shall be reimbursed for all actual expenses, commitments, liabilities, and costs determined in accordance with good accounting practice made or incurred with respect to such uncompleted items. Seller reserves the right to cancel any accepted orders by written notice to Buyer if Buyer files for bankruptcy, becomes insolvent, or upon the appointment of any receiver or trustee to take possession of the property of the Buyer.

**订单取消：**除非卖方书面同意，买方不能修改、重新安排或取消卖方接受的订单。所有定制产品或按订单生产的零部件的订单都不可取消。如果取消获得批准，任何在收到书面取消通知时已经完成的物品将按合同价格发货和开具发票。对于尚未完成的其他物品，将尽快停止相关工作，并根据良好会计实践确定卖方因此类未完成物品而发生的所有实际费用、承诺、责任和成本进行补偿。如果买方申请破产、无力偿还债务，或者任命任何接管买方财产的受托人或托管人，卖方保留通过书面通知买方取消任何已接受的订单的权利。

7. **Package Quantity and Minimum Shipments** – Orders, releases, and shipments are subject to the Seller's standard package sizes. The Seller reserves the right to modify packaging. The Seller reserves the right to consolidate shipments due within a 30-day window and will inform the Buyer accordingly. Minimum order value is \$500.00 USD or equivalent.

**包裹数量和最低发货量：**订单、发货和出货受卖方的标准包装规格限制。卖方保留修改包装的权利。卖方保留在 30 天内合并发货的权利，并将相应通知买方。最低订单金额为 500.00 美元或等值货币。

8. **Delivery, Title, and Risk of Loss** – Unless specifically stated otherwise in the Seller's quotation, terms are ex-work of Seller's location listed in the Order Acknowledgement per Incoterms 2010. Seller will make commercially reasonable efforts to deliver Products as scheduled but assumes no responsibilities for failure to meet the lead time and/or the scheduled delivery date. Delivery dates are approximations and time shall not be of the essence in any contract created by the acceptance of a Purchase Order. In no event shall Seller be liable for any damages or contingent expenses caused by delays in delivery, nor shall the carrier be deemed an agent of the Seller. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Buyer assumes all risk of loss and acknowledges that it has adequate insurance to cover all losses of product while in transit by the Buyer's selected freight forwarder and/or in its possession, although such requirement shall not operate to limit Seller's rights in respect of any payment or amounts owing. In all cases the Seller retains a security interest in the Products until such time as payment is received. In case of any delay in shipment of goods caused by the Buyer, the Seller may at its option: ship to the Buyer in a manner chosen by the Seller, with the Buyer responsible for all shipping and handling charges or place goods in storage and Buyer shall pay all handling, insurance, and storage charges.

**交货、所有权和风险转移：**除非卖方的报价中另有明确规定，交货条款按照订单确认中列出的卖方地点的离岸价（根据 2010 年国际贸易术语解释）执行。卖方将尽商业上合理的努力按计划交付产品，但对未能满足交货时间和/或计划交货日期不承担责任。交货日期仅为近似值，时间并非以采购订单的接受创造的任何合同的关键要素。在任何情况下，卖方均不对交货延迟造成的任何损害或间接费用承担责任，承运人也不被视为卖方的代理人。所有权和风险在将产品交付给承运人时转移给买方。买方承担所有损失的风险，并确认其拥有足够的保险以覆盖由买方选定的货运代理和/或其所有的产品在运输过程中的所有损失，尽管此要求不影响卖方在任何付款或应付金额方面的权利。在所有情况下，卖方保留对产品的担保权益，直到收到付款为止。如果由于买方原因造成货物发货延迟，卖方可以选择：以卖方选择的方式将货物发运给买方，由买方负责所有的运输和处理费用；或将货物存放，并由买方支付所有的处理、保险和存储费用。

9. **Drop Shipments** - At the request of the Buyer, Drop Shipments are subject to a 15% minimum surcharge on total invoice amount plus all freight charges regardless of any previous verbal or written agreements. All drop ship requests must be approved by the Seller in writing.

**直接发货：**根据买方的要求，直接发货将对总发票金额加收至少 15% 的附加费，以及所有运费，无论之前是否有口头或书面协议。所有直接发货的请求必须经过卖方书面批准。

10. **Export Controls & Compliance** – The Buyer acknowledges that any Deliveries of the Seller may be subject to foreign export control laws, rules and regulations including but not limited the United States Export Administration Regulations (EAR), 15 CFR Parts 730-774 and International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-13018. The Buyer shall fully comply with all applicable domestic and foreign export control laws, rules, and regulations at any given time. As part of this obligation, Buyer shall not resell, transfer, or otherwise dispose of any Deliveries from the Seller to any other country or to any person, either in their original form or after being incorporated into other items, without first obtaining the appropriate authorization by the competent authority.

**出口管制与合规：** 买方承认，卖方的任何交货可能受到外国出口管制法律、规则和法规的约束，包括但不限于美国出口管理条例（EAR），15 CFR 第 730-774 部分和国际武器贸易条例（ITAR），22 CFR 第 120-13018 部分。买方应在任何时候完全遵守所有适用的国内外出口管制法律、规则和法规。作为这一义务的一部分，买方不得将卖方的任何交货转售、转让或以其他方式处置给任何其他国家或任何人，无论是以原始形式还是在被装入其他物品后，都必须先获得主管当局的适当授权。

- Limited Warranty**— Seller warrants that the Products to be delivered hereunder will be free of defects in workmanship and materials under normal use. If within one (1) year from date of delivery, Buyer notifies Seller that it finds the Products to be defective, Seller will repair or replace, at its option, the non-conforming Products. Warranty excludes replaceable component parts, normal wear and tear, and defects caused by abuse, misuse, neglect, modifications, unauthorized repair, accidents, improper storage, presence of foreign matter, or causes by events beyond Seller's control. Using products other than as recommended or as instructed constitutes misuse. This warranty is exclusive and is given and accepted in lieu all other warranties, guarantees, or representations expressed or implied by operation of law or otherwise including without limitation any warranty of merchantability or fitness for purpose. Seller will not be liable or responsible for any costs or expenses associated with the removal and reinstallation of products. Except where prohibited by law, in no event shall seller be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), strict liability, or any other theory, including without limitation, labor or equipment required to remove and/or reinstall original or replacement products, loss of time, profits or revenues, lack or loss of productivity, downtime costs, damage to or loss of use of property or equipment or any inconvenience arising out of any breach of the foregoing warranty or obligations under such warranty.

**有限保修：** 卖方保证根据本协议交付的产品在正常使用条件下，不会存在工艺和材料方面的缺陷。如果在交货后的一年内，买方通知卖方发现产品存在缺陷，卖方将选择修理或更换不符合规格的产品。保修不包括可更换的组件部件、正常磨损和因滥用、误用、疏忽、修改、未经授权的修理、事故、不正确储存、异物存在或卖方无法控制的事件引起的缺陷。除非符合法律禁止，本保修是专属的，并代替所有其他根据法律或其他方式明示或暗示的保证、担保或陈述，包括但不限于任何适销性或适用目的的保证。卖方不承担与拆卸和重新安装产品相关的任何费用或开支。在任何情况下，无论是由于合同、保证、侵权行为（包括疏忽）、严格责任或任何其他理论，包括但不限于因原始或替换产品的拆卸和/或重新安装所需的人工或设备、时间、利润或收入的损失、生产力缺失或损失、停机成本、财产或设备的损坏或丧失使用权，或因前述保修或在保修下的义务违约而产生的任何不便，卖方均不对任何间接、特殊、附带、间接的、惩罚性的损害赔偿承担责任，即使已被告知可能发生此类损害。

- Product Returns** - Buyer may return Products that are in original packaging to Seller within twelve months of the purchase date with prior authorization. All authorizations for the return of Product must be obtained from the Seller's Customer Service Department in writing and shall not be denied where Buyer is returning defective Products, unless the defect is caused by or resulting from Buyer, or its carriers, abuse, misuse, neglect, modifications, unauthorized repair, accidents, or improper storage. Credits issued as the result of returned Product will be provided to Buyer at the original invoiced price, less any applicable fees. Re-servicing, restocking, transportation, and other charges to Buyer shall be a minimum of 15% of the invoiced price. Products returned must be in resaleable condition and properly packaged to prevent damage. Buyer is responsible for all shipping and handling costs related to the return of Product unless otherwise approved in writing by the Seller. Custom and made to order Products are non-returnable. For the avoidance of doubt, nothing in this Section shall affect the Buyer's right to return defective Products under Section 11 (Warranty) above.

**产品退货：** 买方可以在购买日期后的十二个月内经过事先授权，将原包装的产品退还给卖方。所有关于产品退还的授权必须以书面形式从卖方的客户服务部门获得，并且在买方退还有缺陷产品的情况下不得拒绝授权，除非该缺陷是由买方或其承运人的滥用、误用、疏忽、修改、未经授权的修理、事故或不正确储存引起的。作为退还产品结果而发出的信贷将以原发票价格提供给买方，减去任何适用费用。重新服务、重新进货、运输和其他费用将至少为发票价格的 15%。退还的产品必须处于可重新销售的状态，并正确包装以防止损坏。除非卖方书面批准，否则买方将负责与产品退还相关的所有运输和处理费用。定制和按订单制造的产品不可退还。为避免疑义，本条款不影响买方根据第 11 条（保修）在上述情况下退还有缺陷产品的权利。

- Claims and Adjustments** – No shortage claim or error in shipment will be adjusted unless reported in writing within thirty (30) days of receipt of Products.

**索赔和调整：** 除非在收到产品后三十（30）天内书面报告，否则不会调整任何短缺索赔或装运错误。

- Loaner Equipment** – The Seller may, from time to time, supply the Buyer with loan or demonstration equipment ("Equipment"). The ownership of the Equipment shall remain with the Seller but risk in the Equipment shall pass to the Buyer upon delivery. The Seller reserves the right to invoice the Buyer in accordance with the published price for any Equipment which the Buyer fails to return to the Seller within the approved loan return period. Buyer at its own cost and expense shall keep the Equipment in good repair, condition and working order and shall furnish all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. In the event of loss or damage of any kind whatsoever to the Equipment, Buyer shall pay to the Seller the price of the repair or Equipment in effect at the time of the original shipment to Buyer. Additional terms are included in the Seller's Equipment Loan Agreement.

**出借设备：** 卖方可能不时向买方提供借用或演示设备（“设备”）。设备的所有权归卖方所有，但设备的风险在交付时转移到买方。如果买方未能在经批准的借用归还期限内将设备归还给卖方，卖方保留根据公布价格向买方开具发票的权利。买方需自行承担设备的维修、维护和工作状态的良好保养，并提供所有所需的零件、机械和装置，以保持设备的良好机械工作状态。如

果设备发生任何形式的损失或损坏，买方应向卖方支付在原始发货给买方时有效的修理或设备价格。附加条款包括在卖方的设备借用协议中。

15. **Application of Product** –buyer shall be solely responsible to determine the suitability of the purchased product for the buyer’s application and to receive proper agency certification for its application. seller expressly disclaims any liability or obligations relating to buyer’s responsibilities in this section.

**产品应用：** 买方应独立负责确定购买产品是否适用于买方的应用，并获得适当的机构认证。卖方明确否认与本节中买方的责任有关的任何责任或义务。

16. **Force Majeure** - In no event shall Seller be held liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control (“Force Majeure Event”), including without limitation, acts of God, strikes, lock-outs, acts of war, terrorism, sabotage, riot, civil unrest, terrorist act, malicious damage, accidents, , elementary events (e.g., fire, flood, storms, natural disasters), earthquakes, industrial/labor disputes or conflicts, newly enacted laws or regulations, delay caused by actions or omissions on the part of a government/authorities, epidemics, pandemics, and quarantines as well any consequential governmental restrictions (e.g. restrictions of trade, any curfews or similar) and/or any shortfall of any public infrastructure (e.g. transportation, energy and IT supply). In such event, Seller shall provide prompt written notice stating the date and extent of such interference and the cause thereof. The time for the performance of such obligations shall be suspended until such interference and inability to perform has been removed.

**不可抗力：** 在任何情况下，卖方不对因其合理控制范围之外的力量（“不可抗力事件”）导致或引起的履行其义务的失败或延迟承担责任，包括但不限于天灾、罢工、停工、战争行为、恐怖主义、破坏、暴乱、内乱、恐怖行为、恶意破坏、事故、、基本事件（如火灾、洪水、风暴、自然灾害）、地震、工业/劳动纠纷或冲突、新颁布的法律或法规、政府/当局的行为或不作为造成的延迟、流行病、大流行病和检疫以及任何由此产生的政府限制（如贸易限制、任何宵禁或类似措施）和/或任何公共基础设施短缺（如交通、能源和 IT 供应）。在这种情况下，卖方应立即发出书面通知，说明该干扰的日期和程度以及其原因。履行此类义务的时间应暂停，直至该干扰和无法履行被消除。

17. **Intellectual Property and Intellectual Property Rights** - The Parties agree that each Party shall remain the exclusive owner of their respective existing intellectual property and any information related thereto. Further, Seller shall own all right, title and interest, in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, and trade secrets conceived, discovered, authored, invented, developed, and reduced to practice by Seller, arising out of, or in connection with the manufacturing of any products that are manufactured with specifications as requested by Buyer (“Custom Products”), unless otherwise agreed in a separate agreement between the Parties. Except as otherwise allowed by law, Buyer shall not use any corporate name or trademarks belonging to or licensed to the Seller or its affiliates other than as instructed by the Seller in writing. No license or conveyance of intellectual property rights is granted or implied by either Party under this Agreement.

**知识产权和知识产权权利：** 双方同意，任何一方应保留其各自现有知识产权及其相关信息的独家所有权。此外，除非双方另有协议，卖方应拥有其所创作、发现、撰写、发明、开发和实践的任何可著作权材料、笔记、记录、图纸、设计、发明、改进、发展、发现和商业秘密的所有权益，包括与买方要求的规格生产的任何产品（“定制产品”）的生产相关的所有权益。除法律另有规定外，买方不得使用属于或被许可给卖方或其关联公司的任何公司名称或商标，除非卖方书面指示。本协议并未授予或暗示任何一方授予知识产权。

18. **Anti-Bribery** - The parties agree not to directly or indirectly, make, offer, promise, approve or authorize any payment or transfer of anything of value directly or indirectly to a governmental official or an employee of the other party, or to any other individual or entity including without limitation, employees of privately-owned or public companies, a political party or any political candidate with the purpose of improperly influencing decisions affecting either party’s business, or any of its affiliates, or any activities related to this Agreement. A party may terminate any Purchase Orders effective immediately if it makes a good faith determination that the other party has breached this provision.

**反贿赂：** 双方同意不直接或间接地向对方的政府官员或雇员，或任何其他个人或实体（包括但不限于私营或公共公司的雇员、政党或任何政治候选人），进行任何支付或价值转移，或提供、承诺、批准或授权进行上述行为，目的是不正当地影响影响双方业务或任何与本协议相关的活动的决策。如果一方诚信认定另一方违反了本条款，该方可以立即终止任何采购订单。

19. **Personal Data Protection** - Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information, and is afforded all of the protections set forth in these Terms and Conditions. In addition to and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view, and use Personal Data only to the extent necessary to perform their respective obligations. Neither party shall transfer, disclose, or otherwise use or allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws and best practices relating to data privacy and data security.

**个人数据保护：** 个人数据被定义为与已识别或可识别的自然人有关的任何信息，应被视为机密信息，并享有这些条款和条件所规定的所有保护。除了并不限制一般适用于机密信息的条款外，双方同意每个人仅在履行各自义务所必要的范围内处理、应用、

查看和使用个人数据。除非另一方明确指示或授权，任何一方都不得转移、披露或以其他方式使用或允许使用对方的个人数据。双方都应遵守与数据隐私和数据安全有关的适用法律和最佳实践。

20. **Confidentiality** - Each party (“Recipient”) understands that the other Party (“Discloser”) may, during the term of this Agreement and in connection with this Agreement, disclose certain confidential or proprietary information relating to the Discloser’s business that is not generally known to the public whether in tangible or intangible form, in whatever medium provided, whenever and however disclosed, including, but not limited to: (i) any product pricing or costs, marketing strategies, plans, financial information, or projections, operations, product information, employee information, sales estimates, business plans and/or performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) the portion of all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for you that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing (“Confidential Information”). The Recipient agrees (i) to take reasonable precautions to protect such Confidential Information and any Trade Secrets; and (ii) not to use or disclose to any third party any such Confidential Information or Trade Secrets except as allowed herein and to those employees who need to know for the purpose of fulfilling its contractual obligations, and who are bound to confidentiality terms with Recipient containing protections no less stringent than those herein. The Discloser agrees that the foregoing will not apply with respect to Confidential Information that (a) is or becomes generally available to the public; (b) was rightfully in Recipient’s possession or known by Recipient prior to receipt from the Discloser; (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information or Trade Secret of the Disclosure.

**保密性：**各方（“接收方”）理解，另一方（“披露方”）可以在本协议期限内以及本协议相关的披露与披露方业务相关的某些机密或专有信息，这些信息通常不为公众所知，无论是以有形还是无形形式，以提供的任何媒介，无论何时以及如何披露，包括但不限于：

- (i) 与该方、其关联公司、子公司和关联公司过去、现在或未来业务活动相关的任何产品定价或成本、营销策略、计划、财务信息或预测、运营、产品信息、员工信息、销售估算、业务计划和/或绩效结果；
- (ii) 产品或服务计划，以及客户或供应商名单；
- (iii) 任何科学或技术信息、发明、设计、过程、程序、配方、改进、技术或方法；
- (iv) 任何概念、报告、数据、专有技术、在制品、设计、开发工具、规格、计算机软件、源代码、目标代码、流程图、数据库、发明、信息和商业秘密；
- (v) 应合理认定为披露方机密信息的任何其他信息；
- (vi) 所有注释、分析、汇编、报告、预测、研究、样本、数据、统计、数据、摘要、解释和其他材料的部分，包含、基于或以其他方式反映或源自上述任何部分（“机密信息”）。

接收方同意：

- (i) 采取合理的预防措施来保护此类机密信息和任何商业秘密；
- (ii) 不得使用或向任何第三方披露任何此类机密信息或商业秘密，除非本协议允许，以及为履行其合同义务而需要了解的员工，以及受与接收方签订保密条款约束的员工，其中包含不低于此处的严格保护。

披露方同意，上述规定不适用于以下机密信息：

- (a) 在收到披露方提供信息之前，已是或成为普遍向公众提供的信息；
- (b) 由接收方合法拥有或由接收方知道；
- (c) 由第三方合法向其披露；
- (d) 在未使用任何机密信息或披露的商业秘密的情况下独立开发。

21. **Governing Law** – This Agreement and the performance of the parties hereunder shall be governed by and constructed in accordance with the law of Hong Kong.

**适用法律：**本协议及各方根据本协议的履行应受香港法律的管辖并依其进行解释。

22. **Limitation of Liability** – To the extent permitted by law, in no event shall the Seller be liable for loss of use or any indirect, incidental, special, or consequential damages arising out of the sale or use of products nor any default under this agreement. In no event shall the Seller’s liability to the Buyer regarding any product sold exceed the price paid for such product.

**责任限制：**在法律允许的范围内，卖方不对因产品销售或使用而导致的间接、附带、特殊或后果性损害负责，也不对本协议下的任何违约行为负责。卖方对于所售产品而言，其对买方的责任在任何情况下不得超过所支付的产品价格。

23. **Miscellaneous** - Each right or remedy of the Seller is without prejudice to any other right or remedy of the Seller. If any provision of these Terms and Conditions are found by any court of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of a Contract or these Conditions and the remainder of such provision shall continue in full force and effect. Failure or delay by the Seller in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights.

**其他：** 卖方的每项权利或救济措施并不损害卖方的其他权利或救济措施。如果这些条款和条件的任何规定被任何有管辖权的法院认定为全部或部分非法、失效、无效、可撤销、不可执行或不合理，那么在非法、失效、无效、可撤销、不可执行或不合理的程度上，该规定应被视为可分割的，而合同或这些条件的其余规定以及该规定的其余部分将继续完全有效。卖方未能或延迟执行或部分执行这些条款和条件的任何规定，不得被解释为对其任何权利的放弃。