

APP Shenzhen Products Supply Terms and Conditions

艾德盛深圳产品供应条款和条件

The following Terms and Conditions supersede all other understandings, either verbal or written, before any order is accepted for delivery of products (the “Products”) by Ideal Anderson Technologies (Shenzhen) Ltd. (“APP” Shenzhen”). APP Shenzhen and the Buyer may be referred to herein jointly as the “Parties’ and individually as a “Party”.

以下条款及条件将取代所有在艾德盛科技（深圳）有限公司（以下简称“艾德盛深圳”）接受产品交付前的其他口头的或者书面的协议。艾德盛深圳和买方在本协议中合称为“双方”，单为“一方”。

1. Scope of Application 适用范围

These Terms and Conditions shall apply to all the Products purchased from APP Shenzhen by the Buyer. The Products could be either Standard Products or Customized Products. For the purpose of these Terms and Conditions, Standard Products are Products that are manufactured with established and widely adopted industry specifications, while Customized Products are Products that are manufactured with specifications as requested by a particular customer. Whether a Product is Standard Product or Custom Product shall be confirmed by both parties in writing, otherwise it shall be deemed as Standard Product.

本条款及条件应适用于买方向艾德盛深圳购买的所有产品。这些产品可以是标准产品或定制产品。就本条款和条件而言，标准产品是按照既定的和广泛采用的行业规格生产的产品，而定制产品是按照特定客户要求的规格生产的产品。某产品是标准产品还是定制产品，应由双方书面确认，否则视为标准产品。

2. Orders and Acceptance 订单及接受

- 2.1 An order becomes subject to these Terms and Conditions when the Buyer issues a valid order for products (“Order”) to APP Shenzhen. Order shall be submitted by the Buyer to APP Shenzhen in writing and deemed to have been accepted by APP Shenzhen only when it confirmed by APP Shenzhen’s Customer Service Department in writing. APP Shenzhen would issue a Sales Order Acknowledgement for the Order accepted by APP Shenzhen.

当买方向艾德盛深圳发出有效的产品订单（“订单”）时，订单即受本条款和条件的约束。订单应由买方以书面形式提交给艾德盛深圳，只有经艾德盛深圳客户服务部书面确认后，才视为已被艾德盛深圳接受。艾德盛深圳将接受的订单发出销售订单确认书。

- 2.2 Written quotations provided by APP Shenzhen to buyer are valid for, and subject to acceptance by Buyer within 30 days from the day of its issuance and shall be subject to final confirmation by APP Shenzhen’s Customer Service Department.

艾德盛深圳会向买方提供书面报价单，自发出日起 30 天内有效。买方需在 30 天内确认接受且以艾德盛深圳的客户服务部门的最终确认为准。

- 2.3 For each Order, \$400 net minimum order value and standard package quantity listed for specific part number is required.

对于每一份订单，其最低订单净总值为 400 美元，且需列出需要的具体的零件编号及对应的标准包装数量。

3. Pricing 定价

Pricing of the Product is based on EXW APP Shenzhen’s factory (ICC Incoterms 2010), unless otherwise stated in the written quotations or the Sales Order Acknowledgement provided by APP Shenzhen to the Buyer. Prices of the Products shall be determined according to the prices at the time the Order is accepted. If an Order is deemed to have been cancelled as a result of the rescheduled delivery date as provided under Section 13, the prices of the relevant Products would be

changed and determined according to the prices at the time when a new Order is deemed to have been placed as provided under Section 13. If delivery of an Order is delayed by the Buyer, APP Shenzhen shall have the right to increase the price charged for any Product ordered to reflect the prices in effect at the time of delivery. Prices shown for given quantity break are based on a single delivery of the specific part number. Combining quantities of the different part numbers for additional prices is not allowed.

产品定价以《2010 国际贸易术语解释通则》中注明的 EXW 艾德盛深圳工厂交货为基准，除非艾德盛深圳在向买方提供的书面报价及销售订单确认单中另有规定。产品价格需根据接受订单时的价格确定。根据本条款第 13 条内容的规定，若订单因更改交付日期被认定为取消，相关产品的新订单价格将根据新订单下达时间的价格变动进行调整。若订单因买方导致交付延迟，艾德盛深圳有权对其订购的产品价格调高到产品交付时的适用价格。不同数量区间对应的价格是基于一次性交付某一具体料号的指定数量，不得将不同料号的数量合并计算来要求获得该区间的价格优惠。

4. Delivery 交付

- 4.1. Delivery of the products by APP Shenzhen to the Buyer shall be made according to the commercial term as provided under Section 3 hereof. APP Shenzhen reserves the right to the consolidate multiple shipments due within a one-week window.

艾德盛深圳将依照商务条款中提到的第三条规定的向买方交付产品。艾德盛深圳有权将买方订单需求日在同一星期内的货物合并出货。

- 4.2. The lead time for the Products will be provided in the written quotations from APP Shenzhen to the Buyer. APP Shenzhen will further indicate the estimated delivery date in the Sales Order Acknowledgement issued to the Buyer.

产品的交付周期将在艾德盛深圳提供给买方的书面报价中写明，艾德盛深圳也将在发给买方的销售订单告知书中进一步申明预计交货期。

- 4.3. APP Shenzhen 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 the time shall not be of the essence in any contract created by the acceptance of any Order. The Buyer is strongly recommended to conduct communication with APP Shenzhen to help minimize these situations where actual delivery is later than the scheduled delivery date. In no event shall APP Shenzhen be liable for any damages or contingent expenses caused by delays in delivery.

艾德盛深圳将做出商业上合理的努力确保准时交付产品，但对未能满足交付周期和/或未能到期交付的不承担任何责任。交付日期为预估时间，对因接受订单而成立的合同而言，此交期不作为其关键要素。鼓励买方与艾德盛深圳保持联系以减少实际交货晚于预计交付日的情况。在任何情况下，艾德盛深圳均不对因交付延迟带来的任何损失及存在的支出承担责任。

- 4.4. If the Buyer fails to accept the Products on the delivery date, APP Shenzhen shall be entitled to dispose of the Products in a way as APP Shenzhen deems appropriate or choose to store the Products until actual delivery. APP Shenzhen shall be entitled to charge the Buyer for the actual costs and expenses arising out of such disposal and/or storage.

若买方未于交付日接受产品，艾德盛深圳有权按照认为合适的方法处理产品，或选择存储直至交付为止。艾德盛深圳有权自买方因上述处理和/或储存所产生的各项费用及开销。

5. Package Quantity 包装数量

Orders, releases, and deliveries must be in multiple of package quantity listed. Quantities that require a mix of standard and bulk packaging will be priced separately. APP Shenzhen reserves the right to modify packaging with prior notice. Orders will be subject to additional charges for special packaging and documentation.

订单，发货及交付必须是列明的包装数量的倍数。要求标准包装和散货包装混合的将分别定价。艾德盛深圳有权更改包装数量但会提前告知。对要求提供特殊包装和文件的订单需支付额外费用。

6. Payment Term 支付条款

The payment for the Products by the Buyer to APP Shenzhen shall be made in cash at least 7 days prior to the delivery date. If the Buyer fails to make the payment within the time limit, APP Shenzhen is entitled to delay and reschedule the delivery until the Buyer makes the corresponding payment of the Products in full.

买方需要在交付日期至少 7 日前以现金形式向艾德盛深圳支付产品的货款。若买方未在规定期限内付款，艾德盛深圳有权延迟交货或重新排定交付期直至买方付清相应产品的货款。

7. Application of Product 产品应用

It is the responsibility of the Buyer to determine the suitability of the Products for the Buyer's application and to receive proper agency certification for its application.

买方有责任确认其购买的产品适用于自身实际应用，并就该实际应用获得相应机构的认证。

8. Title and Risk of Loss 所有权及损失风险

8.1 Title of the Products, which are the subject of these Terms and Conditions, passes to the Buyer upon payment of the invoice for the Products delivered regardless of time possession. APP Shenzhen retains all security interest in the Products until such time payment is received.

产品的所有权（即本条款和条件标注的）在买方按照产品交付时开具发票金额付款后方转移至买方，而非自其拿到产品的时间。艾德盛深圳仍保留针对产品的担保物权直至货款收到为止。

8.2 Upon delivery of the Products, the title of the Products and the risk of damage to or loss on the Product shall pass to the Buyer. The Buyer acknowledges that it has adequate insurance to cover any and all losses of the Products after the Buyer takes over the Products and/or when the Products are in its possession and unpaid for the full value of the invoiced Products.

一旦产品交付完成，产品的所有权和损毁或者丢失风险一并转至买方。当买方接收产品后，和/或当产品在买方持有时但尚未全额支付发票金额时，买方需确认己方拥有足够的保险用以承担任意或所有可能的产品损失。

9. Taxes 税务

The price listed, unless otherwise agreed, has included any and all taxes levied on the sale of the Products except for the 13% VAT.

所列价格，除另有约定外，已经包含了所有产品销售所涉及的税款，但 13% 的增值税未包含在内。

10. Returns 退货

Authorization to return Products must be obtained from APP Shenzhen's Customer Service Department in writing. If issued, refund will be made to the Buyer by APP Shenzhen at the original delivery price that the Buyer has paid. If the return of Products is made at the request of the Buyer or due to the Buyer's own reason, re-servicing, restocking, transportation and other charges shall be a minimum of 15% with the actual charge being based on the specific circumstance and shall be borne by the Buyer. Returns must be properly packaged to prevent damage and returned and prepaid by the best and most economical means. If the return of Products is made due to APP Shenzhen's reason only, APP Shenzhen shall bear the costs for re-servicing, restocking, and transportation as well as other charges.

产品退回需有艾德盛深圳的客户服务部门的书面确认。待确认后艾德盛深圳将以买方支付的原始交付价格向买方退款。若产品退回是由买方提货或者出于买方自身原因，则重新服务，二次存储，运输及其他费用应视具体情况收取，最低为实际货款 15% 的费用由买方承担，且退货必须予以合适的包装以防止损坏，并采用最佳和最经济并且预付款的运输方式。若产品退回是由于艾德盛深圳方面的原因，则艾德盛深圳将负责重新服务，二次储存和运输及其他费用。

11. Claims and Adjustments 索赔和处理

No shortage claims or error in delivery will be adjusted unless reported to APP Shenzhen in writing within fifteen (15) working days of receipt of Products and with relevant and appropriate documented evidence submitted to APP Shenzhen.

除非买方在收到产品后 15 个工作日内以书面方式向艾德盛深圳提交相关的合理的证明材料，否则艾德盛深圳不对任何缺料或交付过失作处理。

12. Warranty and Limitation of Liability 保证和责任限制

APP Shenzhen warrants that the Products to be delivered hereunder are free of defects in workmanship and materials under normal use and service provided, however, that the Products have not been used beyond their normal capacity or have not been abused in any way. This warranty is in lieu of and excludes all other warranties, guarantees, or representations expressed or implied by operation of law or otherwise including any warranty of merchantability or fitness for purpose. If within 30 days from date of delivery Buyer notifies APP Shenzhen that the Product is not as warranted and APP Shenzhen finds the Product to be thus defective, APP Shenzhen shall be obligated and shall have the right to remedy such defect, at the APP Shenzhen's option, by repair, replacement of the Product. Buyer shall assume all responsibility and expense or removal, reinstallation, and freight in connection with the foregoing remedies. APP Shenzhen shall have the right of disposal of Products replaced by it hereunder. In no events shall APP Shenzhen be liable for loss of use or any indirect, incidental, or consequential damages, including but not limited to consequential damages for personal injuries. The Parties expressly agreed that the disclaimer shall remain in effect in the event that the Buyer's sole and exclusive remedy fails of its essential purpose.

艾德盛深圳保证基于此协议内交付的产品在正常使用的情况下在工艺和材料方面没有缺陷。前提是，产品的使用没有超出其正常能力或未以任何方式滥用。该保证取代且排除了法律规定或隐含的所有其他保证或陈述，或包括任何对适销性或目的适用性的保证。如果买方在交付之日起 30 天内通知艾德盛深圳产品不符合产品保证，且艾德盛深圳发现产品确实存在缺陷，艾德盛深圳有义务并有权通过修复或者替换的方式做出补救。买方需承担与上述补救措施有关的所有责任、费用或搬迁、重新安装和运费。艾德盛深圳有权处置被本协议所替换的产品，甚至不承担使用损失或任何间接、附带或间接损害赔偿，包括但不限于人身伤害的间接损害赔偿。双方明确同意，如果买方的唯一和排他性救济未能达到其基本目的，则该免责声明应继续有效。

13. Change and Cancellation 变更和取消

13.1 Orders and Products accepted by APP Shenzhen under this Agreement shall not be changed or cancelled (including rescheduling) by the Buyer unless agreed to in writing by APP Shenzhen in advance.

除非艾德盛深圳书面同意，否则对于根据本协议艾德盛深圳已经接受的产品订单，买方将不得变更或者取消订单（包括更改交付日期）

13.2 For custom product, if the buyer attempts to change or cancel the order in absence of a written agreement from APP Shenzhen, APP Shenzhen is entitled to claim the compensation from the buyer which equals to the purchasing price of the Order.

对于定制产品订单，若买方未经艾德盛深圳书面确认而变更或者取消订单的，艾德盛深圳有权向买方索取损失，单价与此订单的采购价格相等。

13.3 For Standard product, if the buyer attempts to change or cancel the order in absence of a written agreement from APP Shenzhen, APP Shenzhen is entitled to claim the actual compensation from the buyer.

对于标准品订单，若买方未取得艾德盛深圳的书面确认而变更或者取消订单，艾德盛深圳有权向买方索取实际损失。

14. Governing Law 适用法律

These Terms and Conditions and the performance of the Buyer and APP Shenzhen hereunder shall be governed by and construed in accordance with the law of the People's Republic of China.

本条款和条件以及买方和艾德盛深圳在履行此协议时应受中华人民共和国法律管辖并按照其法律条文进行解释。

15. Dispute Resolution 争议解决

Any dispute arising out of or in connection with the Terms and Conditions shall be submitted to South China International Economic and Trade Arbitration Commission (SCIETAC) in Shenzhen for arbitration which shall be conducted in accordance with SCIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration award is final and binding upon both Parties.

基于本条款和条件产生或与此相关的任何争议，都应提交位于深圳的华南国际经济贸易仲裁委员会（SCIETAC）进行仲裁，仲裁应根据在申请仲裁时华南国际经济贸易仲裁委员会有效的仲裁规则进行。仲裁裁决为最终裁决且对双方都具有约束。

16. Miscellaneous 其他

16.1. These Terms and Conditions supersede and cancel any and all the previous understanding or agreement, written or implied, between the Parties relating to the Products covered hereby as well as the purchase order or terms and conditions of Buyer. These Terms and Conditions, together with an Order, express the complete and final understanding of the Parties in respect thereto, and may not be changed in any way except in writing signed by both Parties.

本条款及条件将取代并取消双方之间的任何以及所有之前达成的书面的或者隐喻的理解或协议，以及采购订单或买方的条款及条件。本条款及条件以及订单构成双方基于产品的完整和最终协定，除非双方书面签字确认不得以任何形式更改。

16.2. APP Shenzhen reserves the right to revise, change and update these Terms and Conditions at any time without prior notice to the buyer.

艾德盛深圳保留对本条款以条件随时调整的权力无需知会买方。

16.3. These Terms and Conditions are written in both English and Chinese, and English version shall always prevail.

本条款及条件用英文和中文书写，但始终以英文为准。