

## General Sales Terms and Conditions

### 通用销售条款和条件

Effect Date: July 1, 2022

生效日期: 2022年7月1日

#### PREAMBLE

##### 前言

Whereas Datwyler (Suzhou) IT Infra Co., Ltd., (in abbreviation as Datwyler) manufactures, assembles and trades certain products and is interested in sales of these items through BUYER and Whereas BUYER is interested in performing the sales tasks for Datwyler products.

鉴于德特威勒(苏州)信息技术科技有限公司(下文简称为德特威勒)生产、装配和销售某些产品并有意通过买方销售其产品且买方有意为德特威勒销售产品。

#### 1 QUOTATION- PRICE

##### 报价-价格

1.1 Datwyler Quotation will be valid within 30 days and shall be ad-justed before the confirmation by the BUYER. It will be effective to both party upon BUYER's affirmative response.

报价在30天内有效, 德特威勒可以在买方接受前的任何时间做修改。卖方一旦明示接受该报价和采购订单, 该报价和采购订单立即对双方产生约束力。

1.2 The price include Datwyler standard package cost. Extra package cost should be afforded by the BUYER if the BUYER require special package upon Datwyler approval.

报价中已经包含德特威勒标准包装成本。如果客户要求特殊包装, 在德特威勒认可特殊包装的情况下, 需支付额外的包装费用。

#### 2 DELIVERY

##### 交货

2.1 Delivery of the Products purchased by BUYER shall be delivered EXW in accordance with Incoterms 2020 ex Central Inventory Taicang. Datwyler organizes transport at the expense and at the risk of the BUYER by a carrier selected by BUYER.

买方所采购的产品应交付于由买方指定的承运人, 德特威勒遵照国际商会贸易术语解释通则2020实行工厂交货即太仓库交货。德特威勒组织运输, 由买方选择的承运人承担费用和 risk。

Mode of transportation shall be specified by the BUYER. In the event that the BUYER does not provide the information for transportation, Datwyler will choose the most favorable means for transportation and the cost will be borne by the BUYER.

运输方式由买方指定。如果买方没有提供运输信息, 德特威勒将选择最佳的运输方式, 并且费用由买方承担。

2.2 All deliveries shall be Ex-Works Datwyler 's factory. Risk of loss or damage with respect to any of the Products to be delivered to BUYER shall pass from Datwyler to BUYER upon delivery of such Products to the initial carrier selected by BUYER. If BUYER fails to take delivery of the Products under the orders confirmed by Datwyler on the date specified in Datwyler's order confirmation, the risks of such Products shall pass to BUYER on the agreed delivery date. All costs and charges of the transportation, handling and insurance of any of the Products incurred after Datwyler's delivery of such Products at its factory shall be borne by BUYER, provided that Datwyler, at its sole option, may prepay such costs or charges on behalf of BUYER, and BUYER shall fully reimburse Datwyler the total amount of such costs or charges immediately upon written requests from Datwyler. If BUYER fails to reimburse Datwyler in full, Datwyler shall have the right to reject delivery of any other Products to BUYER.

所有交付的条件均为德特威勒工厂交货。任何将要交付的产品的灭失和损害的风险自该产品交付给买方指定的第一承运人之时起转移至买方。如果买方未能在被德特威勒所确认的订单上所规定的时间提货, 则该货物的风险自订单上所规定的提货时间起转移至买方。在德特威勒自其工厂交货之后, 所有产品的运输、处理和保险费用均由买方承担, 且德特威勒可以根据其自行的判断, 代表买方预付此种费用, 而买方在收到德特威勒的书面偿付要求后, 应立即全额向德特威勒支付上述费用。如果买方未能全额偿付德特威勒, 德特威勒有权拒绝向买方交付其它任何产品。

2.3 All sales of Products to BUYER are final and no Products are permitted to be returned to Datwyler in any circumstances whatsoever, except only as provided in the case of Product defects and non-conformity with orders. Datwyler has no responsibility whatsoever to take back any Products that are not sold by BUYER or its customers and BUYER accepts that it has no right whatsoever to

compensation or any other payment, accommodation or concession from Datwyler in such event. None of the Products are supplied by Datwyler to BUYER on a consignment basis or on the basis that Datwyler has any legal obligation to assist BUYER in any way (financially or otherwise) to resell the Products. Reselling the Products is in all cases the exclusive responsibility of BUYER.

所有销售给买方的产品都是最终的，且任何产品在任何情况下都不允许退回给德特威勒，但产品出现规定的缺陷和不符合的情况例外。无论如何，德特威勒都没有任何责任收回买方或买方的客户没能出售的任何产品，买方也不会由此而获得任何来自德特威勒的补偿或其他任何支付、补助或赔偿。没有一件由德特威勒供应给买方的产品是基于委托销售，或基于德特威勒负有以任何方式（财务方式或其他方式）帮助买方再次出售的法律义务。产品的再次出售在任何情况下都是买方自身的责任。

### **3 PRICE 价格**

3.1 Datwyler shall have the right at any time to adjust the prices of the Products by giving BUYER written notice to that effect not less than thirty (30) days prior to the date upon which the adjusted prices are to become effective. Increase in price shall not affect orders for the Products accepted by Datwyler during said thirty (30) days period, which are to be delivered within three (3) months of the date of notice of the price increase. In the event of a price reduction, Da will reduce prices of all Products not yet shipped to BUYER at the time of the price change and the credits shall be used for deduction of future payment.

德特威勒有权在任何时间调整产品价格，但应当在变更的价格生效之日前至少提前三十（30）日以书面方式通知买方有关价格变更的信息。价格的增长将不影响上述三十（30）日内所接受、将于价格增长通知之日起的三个（3）月内发货的订单项下的货物。如果有降价，则价格的降低适用于所有在降价时尚未发给买方的产品，产生的差价应作为未来的货款扣除。

3.2 The payments to be made by BUYER shall be the full amount and within the deadline specified in the order confirmation and the invoice. BUYER shall make reference to the "Datwyler Ref. No" on payment evidence confirmed by bank.

由买方支付的款项不应有任何折扣且应在订单确认和发票规定的时间支付。买方应在经银行确认的付款凭证上注明“德特威勒的参考号”。

3.3 In the case of late payments by the BUYER, Datwyler reserves the right to impose collection charges as well as a default interest of 6% per annum.

如果买方逾期付款，德特威勒保留收取托收费及每年6%的拖欠利息的权利。

3.4 Any additional costs charged to BUYER is payable within seven (7) days upon receipt of invoice issued by.

任何其它附加费用自买方收到发票之日起七（7）日内支付。

### **3.5 RESERVATION OF TITLE**

产权保留

The delivered items shall remain Datwyler's property until they have been paid for in full. The BUYER shall be obliged to surrender the goods subject to reservation of title upon demand by Datwyler, insofar as the BUYER falls into arrears with his payments or in the event of Datwyler's claim appearing to be in jeopardy.

在买方全额付清款项之前，所交付产品仍属于德特威勒的财产。如果买方到期未付账款，或者德特威勒的索赔出现危险时，在德特威勒的要求下，买方必须交出保留产权的货品。

### **4 ACCEPTANCE AND RETURNS 货物的接受与退回**

4.1 BUYER shall be responsible for conducting inspection with respect to the specification, quantity and quality of the Products when the Products are received. Any apparent non-conformity or defects in specification, quantity or quality of the Products constituting nonconformity or discrepancies with confirmed orders must be notified to Datwyler together with material proof verifying the same within fifteen (15) days after the Products are delivered to the initial carrier selected by BUYER at Datwyler's factory. Otherwise, the Products delivered shall be deemed as being accepted by BUYER without objection.

买方应负责在收到产品时对产品的规格、数量和质量进行检查。任何构成与订单确认不符或不同的明显的产品规格、

数量或质量上的不符或缺陷，必须在产品从德特威勒工厂交付给买方指定的第一承运人之日起十五（15）日内连同相应的证明材料一起通知德特威勒。否则，将视为买方对交付的产品毫无异议地予以接受。

## OTHER RETURNS

其它退货

BUYER can only return goods in mint and unused condition and in original packaging if Datwyler has given prior written approval. Special parts, articles with special colours or special designs cannot be taken back. In the case of returns for which the BUYER is responsible, Datwyler will apply a return charge of 30%. No credit will be given for goods which are ascertained to have defects at the time of Datwyler's incoming goods check.

如果德特威勒事先书面批准，买方可以退回装在原始包装中的崭新且尚未使用的产品。具有特殊颜色或特殊设计的特殊部件、产品不可退回。如果买方有责任退回，德特威勒将收取30%的退货手续费。对于德特威勒在进货检查时查明存在缺陷的货物，德特威勒将不予退款。

## 5 LIMITED WARRANTY

### 有限质保

### 5.1 WARRANTY COVERAGE

保修范围

#### 5.1.1 Datwyler's worldwide warranty obligations are limited to the terms set forth below:

德特威勒的全球保修义务仅限于以下条款：

#### A. Products

产品

#### 5.1.2 Datwyler warrant its products, components and parts ("products") against defects in materials, form, fit or function, determined by Datwyler to be defective, under normal use for a period of THREE (3) YEARS from the date of purchase ("Warranty Period").

德特威勒保证其产品、部件和零件（产品），从采购日起在正常使用的三（3）年内（保修期），在材料、形状、安装或功能方面没有质量问题。

#### 5.1.3 If a defect arises and a valid claim is received within the Warranty Period, at its option, Datwyler will either (1) repair the defect at no charge, using new or refurbished

replacement parts, or (2) exchange the product with a new or at least functionally equivalent item.

如果在保证期内出现质量问题并为有效性申诉，德特威勒可选择：（1）使用新的或翻新的替换部件对不合格品进行免费维修；（2）用新的或至少功能上相同的产品进行更换。

#### 5.1.4 The warranty shall not be limited to the original purchaser.

保修条款不局限于最初的购买者。

#### 5.1.5 Notwithstanding the foregoing, products purchased prior to July 1, 2022 are not covered by this warranty, however, legacy warranties by Datwyler will be applicable for this products.

在2022年7月1日之前购买的产品不在此保修范围内，但德特威勒之前的保修条款仍适用此前采购的产品。

#### B. Passive Network

无源网络系统

#### 5.1.6 Datwyler shall (1) repair or (2) exchange at its option any component or part of a structured cabling installation ("Passive Network") as part of a system warranty if the requirements for system warranty are met and the respective installation is registered at Datwyler. The warranty will be effective for TWENTYFIVE (25) years on system performance and FIVE (5) years on products.

如果符合系统保修的要求，并且相应的安装已在德特威勒注册，德特威勒可选择（1）维修（2）更换综合布线安装（“无源网络系统”）的任何组件或元器件。系统性能的保修期为二十五（25）年，产品的保修期为五（5）年。

#### C. Services

服务

#### 5.1.7 Datwyler customers shall inspect the services performed by Datwyler or a service partner recognized and authorized by Datwyler after acceptance or receipt and notify Datwyler of any obvious or immediately recognizable defect without delay within SEVEN (7) calendar days, in writing or verbally on site. If there is a non-essential defect, the customer shall not be entitled to refuse acceptance.

德特威勒的客户在收到德特威勒认可和授权的服务伙伴提供的服务后，应对其进行检查，如发现任何明显或可立即识别的问题，应在七（7）个自然日内以书面或现场口头的方式立即通知到德特威勒。如果仅存在无关紧要的问题，客户无权拒绝接受。

## 5.2 EXCLUSIONS AND LIMITATIONS

排除和限制条款

5.2.1 This warranty does not apply to:

本保修条款不适用以下情况:

(a) damage caused by use with non-Datwyler products ;

使用非德特威勒产品造成的损坏;

(b) damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;

因意外事故、滥用、误用、水灾、火灾、地震及其他外部原因造成的损害;

(c) damage caused by operating the product outside the permitted or intended uses described by Datwyler;

在德特威勒的描述或预期用途之外操作产品所造成的伤害;

(d) a product that has been modified to significantly alter functionality or capability without the written permission of Datwyler;

未经德特威勒的书面许可, 对产品进行了修改, 使其功能或性能发生了重大改变;

(e) normal wear or cosmetic damage, such as scratches, dents, hollows, corrosion, impressions, and abrasions of products;

正常磨损或外观损坏, 如产品的划痕、压痕、凹痕、腐蚀和擦伤;

(f) defects caused by careless and poor handling;

由于粗心和不正确的搬运操作造成的故障;

(g) damage caused by incorrect care, negligence (for example, insufficient maintenance);

由于不正确的保养、疏忽(如维修保养不足)造成的损坏;

(h) wearing parts such as batteries; unless the damage is caused by a material or manufacturing defect;

易损件如电池等; 除非损坏是由材料或制造缺陷造成;

(i) damage caused by maintenance measures carried out by a party other than Datwyler or a service partner recognized and authorized by Datwyler;

非由德特威勒或德特威勒认可和授权的服务伙伴以外的一方进行维护措施造成的损坏;

(j) damage caused by a lack of fair and reasonable maintenance measures carried out during the duration of the warranty period;

在保修期内, 由于缺乏合适、合理的维修措施而造成的损坏;

(k) products bought second-hand;

二手购买的产品;

(l) defects due to normal wear or to another normal and reasonable aging of the product.

由于产品的正常磨损或其他正常、合理的老化而造成的故障品。

5.2.2 Any further liability for damages of any kind and for any legal reason whatsoever is excluded to the extent permitted by law, in particular liability for indirect and consequential damages, unforeseeable damages and pure financial losses (e.g. loss of sales, loss of profit, loss of savings, recourse claims, etc.).

在法律允许的范围内, 任何种类和任何法律原因的进一步损害赔偿责任均被排除, 特别是间接和间接损害赔偿、不可预见损害赔偿和纯财务损失责任, 例如: 销售损失、利润损失、储蓄损失、追索权索赔等。

5.2.3 Datwyler IT Infra does not provide any warranty for software which is not labelled by Datwyler, even when packed or delivered together with products. For customer rights with regard to 3<sup>rd</sup> party software, see the license agreement of the respective software.

德特威勒不对没有德特威勒标签的软件提供任何保证, 即使是与产品一起包装或交付的软件。关于客户对第三方软件的权力, 请参见相关软件的许可协议。

## 5.3 CONSUMER PROTECTION LAWS

消费者保护协议

5.3.1 Datwyler's customers shall have the rights according to the national legislation. The warranty shall not limit these customer's rights under the valid national legislation, nor the rights based on purchase agreements or sales contracts with respect to the seller.

德特威勒的客户应享有国家法律规定的权利。本保证书不限制这些客户在有效的国家法律下的权利, 也不限制基于与卖方有关的购买协议或销售合同享有的权利。

## 5.4 OBTAINING WARRANTY SERVICE

获得保修服务

5.4.1 Should a product be replaced or the agreed price of the product be refunded to a Datwyler's customer, the ownership of the replacement product shall be transferred to the customer, and the ownership of the replaced or returned product shall be transferred to Datwyler.

如果产品被更换、或者按照协商一致的价格返还给德特威勒的客户, 更换产品的所有权应转给客户, 被更换或退回产品的所有权应转移给德特威勒。

5.4.2 Datwyler shall grant the replaced product or the repaired

product a warranty which corresponds to the remaining period of warranty of the original product.

德特威勒对于更换后的产品或修复后的产品，给与和原产品剩余保质期相应的保障。

- 5.4.3 Utilizing and applying the warranty may require Datwyler's customer to answer questions by means of which Datwyler IT Infra will attempt to identify possible problems or defects relating to the product.

在实施和申请保修时，可能会需要德特威勒的客户回答一些问题，德特威勒将通过这些问题找出与产品相关的问题。

## **6 PRODUCT MODIFICATION AND DISCONTINUATION**

### **产品的更改和中断**

Datwyler shall have the right to modify, alter, or improve any or all of the Products, and shall have the right to discontinue specific Products upon not less than sixty (60) day's prior written notice to BUYER. Datwyler will make available to BUYER documentation describing any such modification, alteration, or product improvement if required to perform maintenance or repair of the Products. BUYER shall not make any modification, alterations, or improvements in any of the Products without prior written consent of Datwyler. Datwyler agrees to continue the supply of replacement and spare parts for each of the Products sold hereunder for a period of five (5) years from the date the last products needing spare parts were shipped to BUYER.

德特威勒有权对任何和全部的产品进行修改、改变、改进，也有权在提前六十（60）日书面通知买方的情况下，中断某一产品。如果要求进行产品的维护和修理，德特威勒将向买方提供所有描述这些修改、改变或改进的文件材料。未经德特威勒的书面同意，买方不得对任何产品做出任何的修改、改变或改进。德特威勒同意自最后一个需要备件的产品发运给买方之日起五（5）年内，继续为根据本协议而销售的上述产品提供替代品或备件。

## **7 PARTY RELATIONSHIP**

### **双方关系**

This Agreement does not create an employer-employee relationship between Datwyler and BUYER, nor any agency, joint venture or partnership. BUYER shall have no authority to act for or to bind Datwyler in any way, to alter any of the

terms or conditions of Datwyler's standard forms, to warrant or to execute agreements on behalf of Datwyler, or to represent that Datwyler is in any way responsible for the acts or omissions of BUYER. This Agreement does not constitute a trademark license or grant. BUYER shall be an independent contractor only. BUYER agrees to hold Datwyler harmless for violation of above conditions. Therefore, the BUYER shall not be entitled to any payment and Datwyler will be rendered harmless from all claims, actions or judgments arising from acts or omissions of the BUYER its agents or employees.

本协议不在买方和德特威勒之间设立雇主与雇员关系、或任何代理人、合资或合伙关系。买方无权以任何方式做出代表德特威勒或意欲使德特威勒受到约束的行为，或修改德特威勒标准格式的任何条款和条件，或代表德特威勒做出保证或签署协议，或做出表明德特威勒会以任何方式为买方的行为和疏忽承担责任的陈述。本协议不包含商标使用权的许可或授权。买方应作为一个独立的缔约方。买方同意在违反以上条件时，保证德特威勒的利益不受侵害。因此，德特威勒不会由于买方或其代理人或其雇员的作为或不作为而导致的任何索赔、诉讼或裁决而遭受损害，买方也无权向德特威勒提出任何费用要求。

## **8 PROPRIETARY RIGHTS**

### **知识产权**

- 8.1 BUYER will respect all trademark rights and other related intellectual property rights of Datwyler in connection with the Products. No usage by BUYER of trademarks or logos identical or similar to Datwyler's trademarks is permitted for any purpose without the prior written consent of DATWYLER. BUYER shall collect information relating to all unfair competition involving the Products, including imitations or counterfeits of the Products and infringements of Datwyler's trademark rights or other intellectual property rights in the Sales Territory, and promptly notify the same to Datwyler. BUYER shall actively cooperate with Datwyler in any legal actions Datwyler may initiate against trademark infringements or unfair competition relating to the Products in the Sales Territory.

买方将尊重与产品相关的德特威勒的一切商标权和其他相关的知识产权。未得到德特威勒书面同意之前，买方不得为任何目的使用与德特威勒商标相似或相同的商标或标识。买方应收集在其销售区域内所有对产品构成不正当竞争的信

息，包括仿冒、假冒产品和侵犯德特威勒商标权或其他知识产权的信息，并将此种信息及时通知德特威勒。买方应对德特威勒在销售区域内可能采取的任何针对商标侵权或与产品相关的不正当竞争行为的法律措施给与积极的配合。

8.2 No reference to the name of Datwyler shall be made on BUYER's stationery, visiting cards, sales, promotional or other written or website materials without the prior written approval of Datwyler.

未经德特威勒事先书面同意，买方不得在其文具、名片、销售、促销材料，或其他书面或网络材料中提及德特威勒的名称。

8.3 With Datwyler's prior written consent BUYER shall be permitted to use the trademark Datwyler and other trademarks related to contractual products for advertising and promotional purposes provided that the BUYER shall only use the trademarks and designs in compliance with the applicable Datwyler directives. At Datwyler sole discretion any such consent permission or authorization may be revoked at any time.

经德特威勒事先书面同意，买方可以为广告和促销之目的使用德特威勒商标和与协议产品有关的其它商标，但买方只能按德特威勒提出的指导规定使用上述商标和设计。德特威勒可以自行决定在任何时候撤回上述许可。

8.4 BUYER shall not forge or change any portion of the Products. Otherwise, Datwyler is entitled to terminate this Agreement.

买方不得仿造或改变产品的任何部分。否则，德特威勒有权终止本协议。

## 9 FIDENTIAL INFORMATION 保密信息

BUYER will hold in confidence the contents of this Agreement and all information designated as confidential by Datwyler relating to Datwyler or the Products sold hereunder, and shall take all reasonable, effective methods to prevent its employees, agents, advisors, shareholders, directors from disclosing such information to any person outside BUYER's organization. Release of such confidential information by BUYER shall be subject to prior written approval by Datwyler.

买方应对本协议的内容及所有由德特威勒指定的和德特威勒或根据本协议销售的产品有关的信息对外保密，并且采

取一切合理、有效的措施使雇员、代理商、顾问、股东、董事不对买方公司组织以外的任何人泄露此种信息。此种保密信息的发布必须事先征得德特威勒的书面许可。

## 10 DURATION AND TERMINATION 协议的期限与终止

10.1 On the condition the BUYER intend to terminate this Quotation/Sales Order, the BUYER shall inform Datwyler by written notice sixty (60) days before expiration of the initial term.

若买方欲在任何合同或者采购订单正常完成之日前将其终止，并且该合同或订单系买方签发报价单后才形成的，则该终止通知应该在终止生效日前60天以书面形式提出，并说明终止理由。

10.2 Datwyler shall have the right to terminate this Agreement by given BUYER written notice in the event that any of the following should occur:

但在下列情形下，德特威勒有权书面通知买方终止本协议：

10.2.1 All or a substantial part of the assets of BUYER are sold or transferred to any other entity;

买方的全部或者实质部分资产被出售或者转让给其他实体；

10.2.2 BUYER is merged or consolidated with any other entity;

买方与其他实体合并或被兼并；

10.2.3 A receiver, trustee, or liquidator of BUYER is appointed for any of the properties or assets of BUYER;

买方的接收人、托管人或者清算人被指定接管买方的任何财产或资产；

10.2.4 BUYER is unable to pay its debts as they mature;

买方无力偿还到期债务；

10.2.5 BUYER makes a general assignment for the benefits of its creditors;

买方为债权人的利益而将资产整体转让；

10.2.6 BUYER is adjudicated as bankrupt or insolvent;

买方被宣告破产或资不抵债；

10.2.7 A petition for the re-organization of BUYER or an arrangement with its creditors, or readjustment of its debts, or its dissolution or liquidation is filed under any law or statute;

根据有关法律或条例，针对买方的重组、与其债权人之间做出安排、债务重组、解散或清算的申请被提出；

10.2.8 BUYER ceases its business activities, commences

dissolution or liquidation;

买方停止经营，进入解散或清算程序；

10.2.9 BUYER becomes subject to the control of any competitive firm or company; or tries to get favorable price for special projects by providing Datwyler with false or untrue information;

买方被任何竞争对手所控制；或向德特威勒提供欺诈的或虚假的信息，试图获得特殊项目的优惠性价格；

10.2.10 BUYER breaches this Agreement or fails to perform any of its obligations hereunder, including, but not limited to, payment for the Products as herein provided.

买方违反本协议规定或未能履行本协议中的任何义务，包括但不限于支付根据本协议所购产品的货款。

BUYER shall immediately notify Datwyler of the occurrence of any of the events set forth above.

上述任何情况一旦发生，买方应立即通知德特威勒。

This Agreement shall terminate with immediate effect upon receipt of the above mentioned written notice by BUYER.

在买方收到德特威勒的前述书面通知时，本协议立即终止。

## 11 DELIVERIES AFTER TERMINATION

### 协议终止后的交货

Datwyler may elect, in its sole discretion, to perform or cancel the orders already confirmed by Datwyler. Datwyler's election to cancel orders confirmed by Datwyler shall not constitute breach of contract under this Agreement or under the PRC laws or regulations. BUYER shall fulfill its obligations in accordance with this Agreement if continued performance of the orders be elected by Datwyler.

德特威勒可根据其自行判断选择履行或取消已经被德特威勒确认的订单。德特威勒取消已经被其确认订单的行为不构成违约（无论是根据本协议或是中国法律法规）。如果德特威勒选择继续履行上述订单，则买方仍应按照本协议规定履行其义务。

## 12 EFFECT OF TERMINATION

### 终止的效力

12.1 Upon termination of this Agreement for any cause. BUYER's rights shall immediately terminate and BUYER shall not exercise any of its rights set forth in this Agreement; and Termination of this Agreement shall not affect any of

BUYER's obligations or liabilities that exist as of the date of termination, or of those obligations of BUYER which, by the context of this Agreement, are intended to survive its termination, including, but not limited to, the obligation of confidentiality under Clause 13 of this Agreement.

无论任何原因导致本协议终止，买方的所有权利也将立即终止，且买方不得继续行使其在本协议中的任何权利；本协议的终止并不影响在终止之日或根据协议内容应当在终止后继续有效的买方的任何义务，包括但不限于本协议第13条所规定的保密义务。

12.2 Upon termination of this Agreement for any cause, BUYER agrees:

无论任何原因导致本协议终止，买方都同意：

12.2.1 To cease the use of Datwyler's name, logo or trademarks;

停止使用德特威勒的名称、标记和商标；

12.2.2 To return to Datwyler any property of Datwyler, including, but not limited to, demonstration equipment, technical and sales literature, handbooks, any schemes, codes or documentation;

向德特威勒归还属于德特威勒的任何财产，包括但不限于：演示装置、技术及销售记录、手册、任何的方案、代码或文件；

12.2.3 BUYER has the right to sell the Products within one (1) month after the termination of this Agreement at the price not lower than the then effective market prices of the Products.

买方有权在本协议终止后的一个月继续销售德特威勒的产品，但销售价格不应当低于当时有效的德特威勒市场价格。

## 13 WAIVER OF BREACH

### 放弃追究违约责任

The failure of either party to demand execution of any of the terms of this Agreement, or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement or such terms, nor be deemed a waiver of any subsequent breach.

任何一方未能要求（对方）履行本协议中的任何条款，或任何一方放弃追究本协议中任何的违约责任，都不得妨碍上述条款的后续执行，也不得视为放弃追究后续的违约责任。

## 14 FORCE MAJEURE

### 不可抗力

Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is caused by Force Majeure.

任何一方均无需对因不可抗力导致的迟延履行或不履行其在本协议下的义务而承担任何责任。

If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

如果一方因不可抗力或者预计将因不可抗力而导致延迟或不能履行其在本协议下的义务，则该方可以暂停履行其本协议义务。

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds one hundred and twenty (120) days, both parties shall first try to find a solution through negotiation. If no agreement can be reached, either Party may terminate this Agreement on providing a notice in writing to the other Party.

如果一方因不可抗力导致延迟或不能履行其本协议义务超过120天，双方应首先通过友好协商来寻求解决办法，协商不成，任何一方可以在书面通知对方后解除本协议。

If this Agreement or purchase orders are terminated pursuant to this clause, then:

如果协议或订单根据本条规定终止，则：

- (1) BUYER shall pay Datwyler for all Products supplied or committed up to that date;

买方应在终止日期前向德特威勒支付所供产品的所有货款；

- (2) Datwyler shall refund moneys previously paid by BUYER pursuant to this Agreement or purchase orders for the Products not yet provided or committed by Datwyler.

德特威勒应将买方依据本协议或订单规定已支付但尚未交货的收费退还给买方。