

# Eddyfi China – General Terms and Conditions – Sale

## Eddyfi China-销售业务通用条款

1. **AGREEMENT:** The following terms and conditions, including any documents, drawings or specifications incorporated therein by reference, shall be part of any Purchase Order accepted by EDDYFI or any Sale Agreement executed between EDDYFI and its customer (hereinafter the “Customer”), and together shall constitute the entire agreement effective between the parties (hereinafter the “Agreement”). In these terms and conditions, the name “EDDYFI” designates EDDYFI China Co., Ltd., a company incorporated under the laws of the People’s Republic of China, and “products” refers to EDDYFI, Inuktun, M2M, Silverwing, Teletest and/or TSC brand products.

**协议:** 下列条款包括其通过援引涵盖的任何文件、图纸或者规格构成图迈中国接受或者图迈中国与特定客户（以下简称“客户”）签署的销售协议的一部分，并且共同构成相关各方之间的完整协议（以下简称“本协议”）。在本条款中，“图迈中国”是指图迈检测技术（成都）有限公司，一家根据中国法律注册的公司；“产品”是指Eddyfi, Inuktun, M2M, Silverwing, Teletest 和/或 TSC品牌的产品。

2. **BINDING AGREEMENT:** The Agreement shall be binding upon EDDYFI and its Customers’ execution or written acceptance, or subject to applicable laws upon commencement of performance under the terms of the Agreement. In the case of conflict between these general terms or conditions and any Sale Agreement, the latter shall prevail. Any order shall only be deemed to be accepted upon the issuance of a written order acknowledgement (OA) by EDDYFI.

**有约束力的协议:** 本协议在书面签署或者确认，或者开始履行协议条款后（受制于适用法律的规定）对图迈中国和客户产生法律约束力。如果本通用条款与销售协议有任何冲突，冲突部分以销售协议的约定为准。所有订单只有在图迈中国签发书面订单确认后才能视为订单被图迈中国接受。

3. **PRICES, TAXES AND DUTIES:** All prices are effective only as set forth in an EDDYFI quotation according to the schedule in that quotation. Orders not placed in accordance with the EDDYFI quotation (e.g. late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by EDDYFI. All prices are subject to change without notice and are subject to correction of clerical errors. All payments shall be made without any deduction for or on account of any taxes, charges, fees and withholdings of any nature, unless if required by law. In such a case, Customer will pay EDDYFI the additional amounts necessary to ensure receipt by EDDYFI of the full amount which would have been received but for the deduction. Customer assumes all certification costs of a product ordered by the Customers and which is not already certified in the country of destination

**价格及税款:** 只有图迈中国的报价单中所列明的价格清单及条件才是有效的价格。对于未根据图迈中国报价单发出的订单（例如：未在有效期内发出的订单，或者要求加速发货），图迈中国有权决定接受此类订单，也有权要求适用新的报价和收取加速发货的额外费用。图迈中国有权不事先通知调整价格或者更正笔误。所有的价格均不得被扣减任何形式的任何税款、费用、报酬和扣缴，除非法律强制要求。若基于法律强制要求而扣减，客户应当向图迈中国支付额外价款从而确保在扣减后图迈中国仍收到全额的价款。如果客户购买的产品并未在产品将被运往的国家办理认证手续，客户应当承担产品办理认证相关的全部费用。

4. **PAYMENT:** Except as otherwise agreed to by EDDYFI in writing, and upon approved credit, invoices will be issued and become due and payable in the lawful currency as per conditions specified in the quotation and the order acknowledgement. All invoiced amounts unpaid and outstanding will be subject to a default interest of 18% per annum from the date due or up to the maximum allowed by applicable laws from the date due.

**付款:** 除非图迈中国另行书面同意或者批准赊欠，所有发票的出具及付款均应按照报价单和订单确认上规定的条款执行。客户应就所有到期未付款项承担违约金责任，并支付违约金。违约金应以未支付款项为基础按照每年18%的标准从款项应付之日其计算直至适用法律允许的最高限度。

5. **DELIVERY, TITLE, AND RISK OF LOSS:** Unless otherwise specified on the EDDYFI quotation, delivery is FCA (Manufacturing Site). Whether or not the sale is FCA or Ex Works, the Customer must cover the transport costs of the products; the products are deemed delivered to the customer, and the risks of loss of the products (including without limitation when loading them onto trucks, transferring them to a ship or a plane, and meeting customs regulations) pass to Customer when EDDYFI places the products at the disposal of the Customer or its carrier at EDDYFI’s manufacturing site. Title to products shall pass to the Customer upon full payment of the products. In the absence of specific instructions, goods are shipped via the carrier EDDYFI deems most practical. No claim for error in shipment will be considered unless made within ten (10) days of Customer’s receipt of the products. Subject to the foregoing, the applicable INCOTERMS 2010 apply to the delivery and risks of loss of products.

**交货、所有权及灭失风险:** 除非图迈中国的报价单另有规定，产品的交付按照货交承运人（生产地）的贸易术语规则进行。无论销售是否按照货交承运人或者工厂交货的贸易术语规则进行，客户都应承担产品的运输费用。在图迈中国在产品生产地将产品交给客户或者客户的承运人支配后，该产品视为已经交付给客户，并且产品的灭失风险（包括但不限于将产品装入卡车，运送至轮船或飞机，以及为满足客户的要求所做的安排所可能发生的风险）转移给客户。产品的所有权在客户付清货物全款后转移给客户。除非另有明确指令，图迈中国将按照自行认为最可行的方式运输货物。客户无权就运输的问题向图迈中国提起任何主张，除非客户是在收货之日起10日内就这一运输问题向图迈中国提起的。受制于前述规定，INCOTERMS 2010将适用于产品交付和产品灭失风险。

6. **CANCELLATION:** No order may be cancelled by Customer, in whole or in part, without EDDYFI prior written consent. Any approved cancellation is subject to assessment of a cancellation fee as determined by EDDYFI.

**订单取消:** 未经图迈中国事先书面同意，客户无权取消订单，无论是全部取消还是部分取消。任何经同意取消的订单，客户应向图迈中国支付图迈中国经评估后决定的取消费。

7. **RETURNS AND RESTOCKING FEE:** Except as provided for under the Limited Product Warranty, EDDYFI does not allow for return and restocking of products. However, if EDDYFI approves a return, returns are subject to a return/restocking fee as determined by EDDYFI. Special designs and non-catalog items may not be returned. All returned product shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit. Damages to products while in transit or in the possession of the Customer will be charged back to customer.

**退货及补货费用:** 除非有限产品质保中规定的情形，图迈中国不允许对退换产品并补货。但是，如果图迈中国同意退货，客户应支付图迈中国确定的退货/补货费用。特殊设计和非目录产品不能退货。所有退货的产品均应由客户预付运输费用并妥善包装防止运输过程中产生损害。客户应向图迈中国赔偿运输过程中或者客户保管过程中产生的产品损害。

8. **ALTERATION:** EDDYFI reserves the right to alter component designs without notice.

**修改:** 图迈中国保留不事先通知修改产品部件设计的权利。

9. **OPERATION:** The Customer shall ensure the product is operated by qualified and experienced personnel and in accordance with: (a) training and operating instructions supplied by EDDYFI from time to time; (b) conditions of coverage in all applicable insurance policies; and (c) all applicable laws, codes and regulations. The Customer shall use reasonable and proper care in the custody and operation of the product.

**运行:** 客户应该确保合格的有经验的人员运行产品，并遵循：(a) 图迈中国不时提供的培训和运行手册；(b) 所有适用保单所规定保险条件；及 (c) 所有适用法律、行为准则及规定。客户在保管和运行产品时应尽到合理和适当注意义务。

10. **INDEMNIFICATION BY THE CUSTOMER:** The Customer acknowledges that it shall use the products subject to the Agreement at its own risk and agrees to indemnify and save EDDYFI harmless from all liabilities, losses, damages, expenses, suits and judgments arising from injury to, or death of, any persons, or from damage to property

## Eddyfi China – General Terms and Conditions – Sale Eddyfi China-销售业务通用条款

in connection with or arising from this Agreement or the use, operation, storage or transportation of the products subject to the Agreement.

**客户的赔偿责任:** 客户承诺将根据本协议的规定使用产品并且自担风险, 客户同意若由本协议引发的或者基于本协议项下产品的使用、运行、仓储或运输而导致任何人人身伤害、死亡或者财产损失从而引发任何责任、损失、损害、费用、诉讼和判决, 客户将对图迈中国进行赔偿从而确保图迈中国不因此遭受任何损失。

11. **INTELLECTUAL PROPERTY:** All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, rights in and to confidential information and know-how) and any rights analogous to the same anywhere in the world and existing at any time in products or arising out of or relating to the design or manufacture of products or the provision of services shall belong to and remain vested in EDDYFI and its affiliates.

**知识产权:** 与产品相关的, 或者因产品的设计、制造或者产品服务提供而产生的或者相关的, 存在于在全世界任何地方, 在任何时间的全部知识产权 (包括但不限于专利、商标、产品外观设计, 以及上述权利的申请权, 版权、设计权、数据库权以及保密信息和专有技术的权利) 或者类似权利均属于图迈中国及其关联方。

Customer must not rebrand any product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any product or container, document or object associated with same, unless prior written approval is given by Eddyfi (which approval can be given or denied by EDDYFI at its discretion). Without limiting the foregoing, Customer must not label or relabel a product or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than EDDYFI is the manufacturer of the product.

除非事先取得图迈中国的批准 (图迈中国有权自行决定是否给予批准), 客户不得对产品、产品的包装以及与产品和产品的包装有关的文件或物品进行重新标识, 也不得变更、去除、损坏原来的商标或者其他标识。在不限制前述规定的情况下, 客户不得标记或者重新标记产品、产品的包装以及与产品和产品的包装有关的文件或物品, 从而导致他人可能认为客户或者任何其他而非图迈中国是产品的生产商。

12. **LIMITED PRODUCT WARRANTY:** Except as otherwise agreed to by EDDYFI in writing, products such as instruments, mechanical products, spare parts, probes and cables are warranted, to the original Customer only, for use solely by Customer or direct affiliate, against defects in material and workmanship for a period of twelve (12) months from the date of delivery. Additional coverage may be provided under any Hardware Maintenance Plan (HMP) purchased by the Customer. Probes and cables are considered consumables and require periodic replacement due to wear. EDDYFI does not warrant the service life of probes or cables. EDDYFI does not warrant any products against defects caused by misuse, abnormal operating conditions, alterations or damage caused by events beyond the control of EDDYFI. EDDYFI shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by the Customer. Upon Customer's written request during the warranty period, EDDYFI, at its choice, will repair or replace defective products within a reasonable time. The original term of warranty applies, without extension, for repaired or replacement products. All defective product shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit. The Limited Product Warranty does not apply to periodic calibration or minor maintenance as described in products operating manuals.

**有限产品质保:** 除图迈中国另行书面同意以外, 产品例如仪器、机械产品、零部件、探测器和电缆仅对直接客户并基于客户或其直接关联方使用提供质保, 质保的范围是材料和工艺的缺陷, 质保的时间是货物交付之日起12个月。客户可以购买“硬件维护计划”(HMP) 以获得更多的质保覆盖范围。探测器和电缆属于消耗品, 由于磨损的原因需要定期更换。图迈中国不保证探测器和电缆的使用寿命。图迈中国对由于不合理使用、在不正常的条件下运行、改装或者由于图迈中国控制之外的原因导致的损害的产品不提供质保。图迈中国对由于客户提供图纸、描述、和规格误差而导致的产品缺陷不承担责任。根据客户在产品质保期限内提出的书面要求, 图迈中国有权选择在合理时间内对

产品进行维修或者更换。对于维修或者更换后的产品, 质保期适用该产品原有的质保期。所有缺陷产品均应由客户预付运输费用交付给图迈中国, 并妥善包装防止运输过程中产生损害。本有限产品质保不适用于根据产品运行手册进行的定期校准或日常保养。

All Customer paid repairs performed by EDDYFI are warranted against defects in materials and workmanship for ninety (90) days from the completion of repair. Upon Customer's written notice of defect within the ninety (90) day period, EDDYFI will replace the defective part(s) and/or re-perform the service. This warranty is limited to failures in areas directly related to the repair performed.

针对所有客户付费的并且由图迈中国提供的维修, 图迈中国均提供对材料和工艺在维修完成之日起90天的质保。在维修完成后的90天内收到客户的书面缺陷通知, 图迈中国将更换确认的部件和/或重新提供服务。该质保仅限于与维修的部分直接相关的缺陷。

EDDYFI does not warrant any non-EDDYFI / Inuktun / M2M / Silverwing / Teletest / TSC brand products.

图迈中国对任何非EDDYFI / Inuktun / M2M / Silverwing / Teletest / TSC品牌的产品不提供产品质保。

13. **SOFTWARE:** Any software related to the products is subject to specific Software License Agreement or Software Subscription Agreement. The software is not sold, but granted under a non-exclusive and restrictive license. The software must be used with the software-enable hardware or software key supplied by EDDYFI.

**软件:** 任何与产品相关的软件都受制于特定的软件许可协议或软件订购协议。此类软件不出售, 仅通过非独家和限制性许可的方式提供给客户。软件必须在匹配的硬件环境下使用或者通过图迈中国提供的软件钥匙使用。

14. **TECHNICAL SUPPORT:** Eddyfi shall have no obligations to provide technical support and expertise for i) Hardware Product that are not under a valid calibration certificate or under a valid Hardware Maintenance Plan (HMP), and ii) Software that has not been updated to the latest version available under a Software Subscription or a Software Maintenance Plan.

**技术支持:** 图迈中国没有义务对下列事项提供技术支持和专业指导:

i) 没有有效校准证明或有效硬件维护计划 (HMP) 的硬件产品; ii) 没有根据软件订购或者软件维护计划更新至最新版本的软件。

15. **LEGAL PROCEEDINGS:** There shall be an immediate case of default from either party in the event that an order is issued or if it proceeds to any kind of proposition or arrangement with its creditors, or to a notice of intent to proceed to such proposition or arrangement, or assigns its assets for the benefit of its creditors, or a bankruptcy motion is filed against it, or a trustee or another bankruptcy officer is named to it under any statute on insolvency, or a seizure or judgment is executed on all or part of its assets (unless the seizure is properly opposed within five (5) days of its execution), or otherwise becomes insolvent. In such a case, the termination of the Agreement shall be deemed effective one day before commencement of the said proceedings.

**法律程序:** 任何一方发生任何以下情形该方均应立即认定为违约: 被命令、主动发起或者通知计划与债权人进行任何形式的计划或安排, 为债权人的利益转让资产, 被申请破产, 根据破产法律被指定托管人或者破产管理人, 部分或者全部资产被冻结或者司法执行 (除非在资产被冻结5日内提起适当的异议程序), 或者通过其他方式变得资不抵债。在上述情形下, 本协议应被视为在上述程序发生的前一天解除。

16. **LIMITED SERVICE WARRANTY:** EDDYFI agrees to perform service for Customer on the expressed condition that EDDYFI's sole obligation will be that the service will be performed in a professional and competent manner and will be of the kind and quality described in the EDDYFI quotation. EDDYFI does not warrant the fitness, suitability or condition of Customer's equipment upon which EDDYFI services are performed. If there is a specific problem with the quality of the service performed, Customer shall inform EDDYFI in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by

# Eddyfi China – General Terms and Conditions – Sale

## Eddyfi China-销售业务通用条款

EDDYFI, Customer must provide adequate access to the equipment to allow EDDYFI to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of the Customer. If re-performance of the service is not feasible, EDDYFI and Customer shall negotiate in good faith to arrive at an equitable solution.

**有限服务保证:** 图迈中国基于图迈中国的唯一义务是以专业和合格的方式并且根据图迈中国报价单规定的方式和质量提供服务的前提条件向客户提供服务。图迈中国不保证图迈中国提供服务的客户的设备情况的适当性和适合性。如果图迈中国提供的服务有特定的质量问题, 客户应书面通知图迈中国, 如果可行, 图迈中国将免费重新提供服务。如果图迈中国将为客户提供更正的服务, 客户应当向图迈中国提供充分的准入客户设备的条件, 从而使图迈中国可以提供此类服务。任何与上述向图迈中国提供客户设备准入相关的额外费用将有客户承担。如果图迈中国向客户重新提供服务不具备可行性, 图迈中国和客户应友好协商并达成合理的解决方案。

**REGARDLESS OF WHETHER UNDER CONTRACT OR TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT AND SERVICES WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF EDDYFI WITH REGARD TO ITS PRODUCTS AND SERVICES.**

无论是基于合同、侵权、过失或者任何其他法律原则, 上述有限产品质保和有限服务保证都是排他性的, 任何其他明示或者暗示的保证, 包括但不限于任何特定目的适销性和/或适当性都不适用。上述有限产品质保和有限服务保证是图迈中国就产品和服务的唯一责任。

17. **LIMITATION OF LIABILITY:** EDDYFI's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the products subject to this Agreement, services, software, documentation, or sitework supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s). In no case shall EDDYFI be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings, revenue or other commercial or economics losses, loss of use of the product or any associated equipment, downtime, the claims of third parties, including Customer, damage to property or injury to personnel.

**责任限定:** 图迈中国对于包括但不限于本协议项下产品缺陷以及根据本协议提供的服务、软件、文件和现场工作等引发的一切损失和损害的全部责任在任何情况下不超过相关产品和服务的购买价款。图迈中国对基于违反保证、合同、过失、直接责任和其他任何法律原则而产生的特别、附带或间接损失均不承担责任。排除的损害责任包括但不限于利润损失、储蓄损失、收入损失或其他商业和经济损失, 因产品及其他关联设备未能使用的损失, 运行停止损失, 以及第三人主张造成的损失, 包括客户, 对财产或人身造成伤害的损失。

18. **COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS:** Customer agrees to take no action which will cause EDDYFI to be in violation of any law. Such laws shall include but not be limited to Canada, United Kingdom, European Union, United States, and France Export Control Regulations or equivalent. Diversions, use, export or re-export contrary to the law is prohibited. The products may not be exported or re-exported to countries or to entities and persons that are ineligible under Canada, United Kingdom, European Union, United States or France Export Control Regulations or equivalent to receive commodities, technology and/or software. Customers that intend to resell or pass the goods to a third party, must declare all End User information to EDDYFI. It is the responsibility of Customer to understand the seriousness of exporting products without proper licenses or authorizations.

**遵守法律及出口管制的规定:** 客户同意不进行任何将导致图迈中国违反任何法律的行为。前述的法律包括但不限于加拿大、英国、欧盟、美国、和法国关于出口管制的规定或者类似的规定。违反上述法律规定转移、使用、出口、再出口出口管制产品均是违法的。产品不得被出口或者再出口至加拿大、英国、欧盟、美国和法国出口管制规定或类似规定禁止获取商品、技术和/或软件的国家、或者机构和个人。如果客户拟向第三方转售或者转移产品, 客户必须向图迈中国披露最终用户的信息。客户有责任理解未经适当许可或授权出口产品的严重性。

19. **FORCE MAJEURE:** EDDYFI shall not be liable for any delay or failure to ship or provision of services if such delay or failure is caused by circumstance beyond EDDYFI control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm, epidemic or any act of God, failure of supplies or transportation, governmental action or other causes beyond EDDYFI reasonable control.

**不可抗力:** 如果由于超出图迈中国控制的因素包括但不限于劳动纠纷、罢工、禁令、战争、暴动、叛乱、民众骚乱、火灾、洪灾、事故、风暴、流行疾病或任何形式的自然灾害、供应或运输的取消、政府行为或其他超出图迈中国控制的因素, 导致图迈中国延迟或者未能交货或者提供服务, 图迈中国对此不承担责任。

20. **CONFLICTING TERMS:** In the case of conflict between the terms or conditions of Customer's order and the EDDYFI terms and conditions herein, EDDYFI terms and conditions shall apply.

**条款冲突:** 如果客户订单的条款与本通用条款有冲突, 以本通用条款的规定为准。

21. **APPLICABLE LAW:** The Agreement shall, in all respects, be governed by and construed in accordance with laws of the People's Republic of China.

**适用法律:** 本协议在任何方面均应适用中华人民共和国的法律并根据中华人民共和国的法律进行解释。

**ALL SALES ARE MADE PURSANT TO THESE TERMS AND CONDITIONS AND ANY TERMS IN THE QUOTATION DOCUMENT. ALL ORDERS ARE RECEIVED WITH THE UNDERSTANDING THAT THEY ARE PLACED UNDER THESE TERMS AND CONDITIONS AND APPLICABLE QUOTATION DOCUMENT. CONTRARY TERMS AND CONDITIONS CONTAINED IN A PURCHASE ORDER OR ANY OTHER DOCUMENT ISSUED BY CUSTOMER ARE SPECIFICALLY EXCLUDED.**

所有销售均是根据本条款以及报价文件的条款而进行。图迈中国接收所有订单都是基于订单根据本条款、相关报价文件的规定发出的理解而作出。客户出具的订单或其他任何文件上的任何与上述规定冲突的条款均被明确排除。

EDDYFI China Co., Ltd  
6/F, West Building, La Defense, 1480 North Tianfu Avenue, China (Sichuan) Pilot Free Trade Zone High-Tech Zone, Chengdu, Sichuan 610042, the People's Republic of China  
[sales@eddyfi.com](mailto:sales@eddyfi.com)

图迈检测技术(成都)有限公司  
中国四川省成都市中国(四川)自由贸易区成都高新区天府大道北段1480号拉德方斯大厦西楼6楼(610042)  
[sales@eddyfi.com](mailto:sales@eddyfi.com)