

Eddyfi China – General Terms and Conditions – Sale

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 EDDYFI and Customer (hereinafter the “**Agreement**”). In these terms and conditions, the name “**EDDYFI**” designates Eddyfi China, a corporation organized under the laws of China, and the terms “**product(s)**” and “**services**” refers to products sold, or services performed by EDDYFI and any of its affiliates, including products or services sold under the Eddyfi, Senceive or Sensor Networks brands.

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**”）。在本条款和条件中，“**EDDYFI**”指“EDDYFI CHINA/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，术语“**产品**”和“**服务**”是指EDDYFI及其任何关联公司销售的产品或提供的服务，包括在EDDYFI、Senceive或Sensor Networks品牌下销售的产品或服务。

2. **BINDING AGREEMENT:** The Agreement shall be binding upon EDDYFI's execution or written acceptance of a purchase order, or upon commencement of performance under the terms of the Agreement. In the case of conflict between these general terms and conditions and any terms set forth on a purchase order or other purchase agreement, these general terms and conditions shall prevail. A purchase order shall only be deemed to be accepted i) in the event that the payment terms in the purchase order provides for “payment in advance of manufacturing”, upon full payment by Customer or ii) in all other cases, upon the issuance of a written order acknowledgement (“**OA**”) by EDDYFI.

有约束力的协议：本协议自EDDYFI签署或书面接受采购订单之日起生效，或自本协议条款开始履行之日起生效。如果这些一般条款和条件与采购订单或其他采购协议中规定的任何条款有冲突，则以这些一般条款和条件为准。采购订单只有在以下情况下才被视为已接受：i) 采购订单中的付款条款规定“在制造前付款”，收到在客户全额付款后；或ii)在所有其他情况下，在EDDYFI发出书面订单确认（“**OA**”）后。

3. **PRICES, TAXES AND DUTIES:** All prices are valid only as set forth in an EDDYFI quotation. Purchase 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, including if conditions unforeseen to EDDYFI arise, or if material information or assumptions change at any time before or after the order. All payments shall be made without any deduction for or on account of any set-offs, taxes, charges, fees and withholdings of any nature (including but not limited to additional shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, certification costs, assessments and other fees not expressly included in the EDDYFI quotation), 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. Without limiting the generality of the foregoing, Customer assumes all certification costs of a product ordered by Customer and which is not already certified in the country of destination. If no prices are set for services in a quotation (including onsite support or training), charges will be based on EDDYFI's standard time and materials rates. EDDYFI may also charge Customer for reasonable expenses incurred by EDDYFI in performing the services, including but not limited to travelling expenses, accommodation, subsistence, the cost of accessing data provided by third parties which are required by EDDYFI to perform the services and materials.

价格及税款：只有图迈中国的报价单中列出的价格和条件才是有效的价格。对于非基于图迈中国报价单的订单（如未在有效期内下单或要求加急交货），图迈中国保留酌情接受此类订单的权利，也有权要求应用新的报价单，并对加急交货收取额外费用。图迈中国保留调整价格或纠正笔误的权利，无需事先通知。除非法律规定，所有价格均不得扣除任何形式的税、费、报酬和预扣款（包括但不限于额外的运费、货运保险费、检验费、海关、关税、进口或出口费用、认证费

用、评估和其他未明确包含在途迈中国报价中的费用）。如果根据强制性的法律规定进行扣除，客户应向图迈中国支付额外的价格，以确保图迈中国收到扣除后的全部价格。在不限制上述规定的情况下，如果客户购买的产品在其将被运往的国家没有得到认证，客户应承担与产品认证有关的所有费用。如果报价中没有为服务设定价格（包括现场支持或培训），则将根据EDDYFI的标准时间和材料费率收费。“EDDYFI”还可以向“用户”收取“EDDYFI”在提供服务过程中发生的合理费用，包括但不限于差旅费、住宿费、生活费、访问第三方提供的数据的费用，而“EDDYFI”需要提供这些服务和材料。

4. **PAYMENT:** Except as otherwise agreed to by EDDYFI in writing, incoterms shall be FCA, and upon approved credit, invoices will be issued as of the date of shipment, and shall become due and payable in the lawful currency as per the conditions specified in the quotation and the OA or, if not expressly provided, 30 days following the date of the invoice. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1½%) per month (18% annually) with interest on overdue interest at the same rate, from the date due, or, as the case may be, up to the maximum interest rate allowed by applicable law from the date due and any additional administrative costs.

付款：除非图迈中国另行书面同意或者批准欠欠，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月1½%（每年18%）的标准从款项应付之日起计算直至适用法律允许的最高限度以及任何额外的管理成本。

5. **DELIVERY, TITLE, AND RISK OF LOSS:** Unless otherwise specified on the EDDYFI quotation, delivery is FCA (Manufacturing Site). Customer must cover the transport costs of the products; the products are deemed delivered to 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 Customer or its carrier at EDDYFI's manufacturing site. Title to products shall pass to Customer upon full payment of the products. In the absence of specific instructions, goods are shipped via the carrier EDDYFI deems most practical. Subject to the foregoing, the applicable INCOTERMS 2020 apply to the delivery and risks of loss of products. In the event Customer wishes to make any change affecting the delivery of the products (including but not limited to a change in Incoterms, change of address or carrier) less than five (5) days prior to the date originally scheduled for shipment of the products, Customer agrees to pay additional fees reasonably determined by EDDYFI to offset the administrative cost of effecting such change. EDDYFI endeavors to meet all agreed delivery deadlines and will make reasonable efforts to avoid any delays in the supply of its products or services. However, EDDYFI shall not be held liable for any penalties, damages, or claims resulting from delays in delivery, regardless of the cause. EDDYFI will promptly notify Customer of any anticipated delays and work diligently to minimize their impact. If Customer fails to accept or collect the products within a reasonable time after being notified of their readiness, EDDYFI may enforce the sale or cancel the sale and, at its convenience, resell or dispose of the products. After deducting from the resale or disposition price of the products the reasonable storage and selling costs incurred by EDDYFI, any shortfall will be charged by EDDYFI to Customer.

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 2020将适用于产品交付和产品灭失风险。如果客户希望在原定的产品装运日期前五(5)天内做出任何影响产品交付的改变(包括但不限于改变国际贸易术语、改变地址或承运人)，客户同意支付由EDDYFI合理决定的额外费用，以抵消实施这种改变的行政成本。EDDYFI努力满足所有约定的交付期限，并将尽合理努力避免其产品或服务的供应出现任何延误。然而，EDDYFI不承担任何罚款，损害赔偿，或索赔造成的延迟交付，无论原

Eddyfi China – General Terms and Conditions – Sale

因。EDDYFI将及时通知用户任何预期的延迟，并努力将其影响降至最低。如果客户在收到通知后未能在合理时间内接受或领取产品，EDDYFI可以强制销售或取消销售，并在方便时转售或处置产品。在产品的转售或处置价格中扣除EDDYFI发生的合理储存和销售成本后，不足部分将由EDDYFI向客户收取。

6. **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, the return will be subject to a return/restocking fee as determined by EDDYFI. Special designs and non-catalog items can not be returned. All returned products shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by EDDYFI. Damages to products while in transit or in the possession of 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。

7. **ALTERATION:** EDDYFI reserves the right to alter products or their component's designs without notice. EDDYFI reserves the right to periodically elect to discontinue certain products or components. Reasons may include i) new advancements in the industry rendering the products obsolete, ii) market demand no longer justifies development resources required to maintain the product, or iii) the products have reached the end of their technology lifecycle. To assist Customer in a seamless transition process and to help them migrate to alternative EDDYFI solutions, EDDYFI provides an End of Life Policy. EDDYFI assumes no liability to Customer or any third party for the consequences of products or components being modified, altered or discontinued.

修改：图迈中国保留不事先通知修改产品部件设计的权利。EDDYFI保留定期选择停止某些产品或组件的权利。原因可能包括i)行业的新进步导致产品过时，ii)市场需求不再证明维护产品所需的开发资源是合理的，或者iii)产品已达到其技术生命周期的终点。为了协助客户进行无缝过渡过程，并帮助他们迁移到其他EDDYFI解决方案，EDDYFI提供了一份【终止政策】End of Life Policy。EDDYFI对产品或组件的修改、变更或停产的后果不对客户或任何第三方承担任何责任。

8. **OPERATION:** Customer shall ensure that the products are 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. 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。

9. **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, moral rights, trade secrets, software, software development kits, rights in proprietary information, to confidential information and know-how) in the products or services and any rights analogous to the same, anywhere in the world and existing at any time, whether relating to the design, manufacture or development of products or otherwise, or arising out of the provision of services to Customer, including but not limited to any scaling, shaping, adjustments, amelioration, adaptations, developments, improvements, methods or new applications of the products or services, shall belong to and remain vested in EDDYFI, whether considered background or foreground intellectual property.

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。在世界任何地方和任何时间存在的任何类似权利，无论是与产品的设计、制造或开发或其他有关，还是因向客户提供服务而产生的，包括但不限于产品或服务的任何缩放、塑造、调整、改进、调整、开发、改进、方法或新应用，无论是背景知识产权还是前景知识产权，均应属于并继续归属于EDDYFI。

Customer shall refrain from registering or applying for registration of any intellectual property right relating to the products or services which would have the effect of directly or indirectly (i) restricting EDDYFI's ability to market and sell the products or services; or (ii) limiting any third party's (such as EDDYFI's other customers) use of the products or services. Without limiting the generality of the foregoing, Customer shall not register or apply for registration of a method patent (also known as a "process" patent) in which one or more of the claims relate to the use of a product or of a similar instrument or equipment or services. If by operation of law any such intellectual property is not owned in its entirety by EDDYFI, then the Customer agrees to transfer and assign to EDDYFI, the entire right, title, and interest throughout the world to such intellectual property.

客户应避免注册或申请注册与产品有关的任何知识产权，因为这将直接或间接地(i)限制EDDYFI营销和销售产品的能力；或(ii)限制任何第三方（如EDDYFI的其他客户）对产品的使用。在不限制上述规定的情况下，客户不得注册或申请注册一项方法专利(也称为“工艺”专利)，其中一项或多项权利要求与产品或类似仪器或设备的使用有关。

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他人而非图迈中国是产品的生产商

Customer may provide, at its sole discretion, input on the products or services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the products or services, and EDDYFI may use it freely without notice, restriction, or compensation.

客户可自行决定对产品或服务提供意见，包括但不限于对产品或服务可能的创建、修改、更正、改进或增强提出意见或建议，EDDYFI可自由使用，不另行通知、限制或补偿。

10. **LIMITED PRODUCT WARRANTY:** Except as otherwise agreed to by EDDYFI in writing, products such as instruments, mechanical products, spare parts, probes, cables, sensors and other monitoring devices are warranted against defects in material and workmanship for a period of twelve (12) months from the date of delivery. Additional coverage may be provided under Service Plans purchased by Customer. Probes and cables are considered consumables and require periodic replacement due to wear and tear. Accordingly, probes and cables may require replacement at the customer's expense when consumed through regular operation, irrespective of the duration since delivery. EDDYFI does not warrant any products against damages or defects caused by wear and tear, negligence, misuse, accident, meddling with the enclosures in which the electronic components are contained, 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.

Eddyfi China – General Terms and Conditions – Sale

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。探头和电缆属于消耗品，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。

Upon Customers 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 products shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by EDDYFI. The Limited Product Warranty does not apply to periodic calibration or minor maintenance as described in products operating manuals.

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, at its choice, replace or repair the defective part(s). This warranty is limited to failures in areas directly related to the repair performed. After a warranty repair, if a calibration is required, it is validated for the remaining term of the original calibration certificate.

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。

This limited product warranty only applies to Eddyfi branded products, including those from its affiliates and does not warrant any non-EDDYFI products.

图迈中国只对EDDYFI品牌，包括旗下品牌产品提供此有限质保，对任何非EDDYFI品牌的产品不提供产品质保。

11. **LIMITED SERVICE WARRANTY:** EDDYFI agrees to perform services for Customer on the expressed condition that EDDYFI's sole obligation will be that the services be performed in a professional and competent manner and 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, 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 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, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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。

12. **SERVICE PLANS:** Service Plans refer to the additional packages offered by EDDYFI that provide extended services beyond the standard warranty and support. These plans include, but are not limited to, extended warranty coverage. The specific terms and conditions of each Service Plan are outlined in the Service Plan agreement provided at the time of purchase.

In the event Customer purchases a Service Plan, the specific terms and conditions of the Service Plan shall apply. Customer agrees to adhere to the specific terms outlined in the Service Plan agreement.

13. **SOFTWARE:** Any software associated to the products is subject to a specific Software License Agreement. The software is not sold but granted under a non-exclusive and restrictive license. The software must be used only 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 products that are not under a valid calibration certificate or under a valid Service Plan, and ii) software that has not been updated to the latest version available under a Service 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. **INDEMNIFICATION BY CUSTOMER:** Customer acknowledges that it shall use the products and services provided under this Agreement at its own risk. Customer agrees to indemnify and hold EDDYFI harmless against all third-party claims, liabilities, losses, damages, expenses, suits, and judgments directly arising from (i) Customer's use, operation, storage, or transportation of the products or services; (ii) Customer's failure to comply with applicable laws or safety regulations in connection with the products or services; or (iii) any modifications or misuse of the products or services by the Customer or third parties under its control.

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，客户同意赔偿并使“EDDYFI”免受因以下原因直接产生的所有第三方索赔、责任、损失、损害、费用、诉讼和判决的损害：(i)“用户”使用、操作、储存或运输产品或服务；(ii) 客户未能遵守与产品或服务有关的适用法律或安全法规；或 (iii) 客户或其控制下的第三方对产品或服务的任何修改或滥用。

16. **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, 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

Eddyfi China – General Terms and Conditions – Sale

of use of the product or any associated equipment, downtime, loss of data, claims of third parties, including customers, 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。

17. **COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS:** Customer agrees to comply with all applicable sanctions and export control laws, including but not limited to those of the United States, Canada, the European Union and the United Kingdom (collectively, the "Export Laws"). The Customer further agrees to take no action that would cause EDDYFI to violate these laws.

遵守法律及出口管制的规定：客户同意遵守所有适用的制裁和出口管制法律。前述的法律包括但不限于美国、加拿大、欧盟、英国、和法国（统称“出口法”）关于出口管制的规定或者类似的规定。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

Without limiting the generality of the foregoing, Customer represents and warrants that neither Customer nor its employees, agents, distributors, subcontractors, or representatives nor, to the knowledge of Customer, any third party dealing with the products or services, are in violation of Export Laws. Specifically, Customer hereby represents and warrants that neither of the aforementioned are: (i) designated under Export Laws ("Designated Person"), or (ii) deemed to be owned by a Designated Person, or (iii) ordinarily resident in Iran, Syria, Sudan, North Korea, Russia, or the Russian-occupied areas of Ukraine, or (iv) a department, body, or agency of, or a person otherwise controlled by or acting on or behalf of, directly or indirectly, (a) the government of any country that is the target of Export Laws or (b) any Designated Person. Customer shall not, and will ensure that others, including employees, consultants, representatives, customers and third parties, shall not, export, re-export, transfer, or broker the products or services in violation of Export Laws; or use the products or services for any purposes prohibited by Export Laws.

在不限制上述一般性规定的前提下，客户声明并保证，客户及其员工、代理、分销商、分包商或代表，以及据客户所知，处理产品或服务的任何第三方，均未违反《出口法》。具体而言，客户在此声明并保证上述任何一项均不：(i)根据《出口法》被指定的（“指定人员”），或(ii)被视为由指定人员所有，或(iii)通常居住在伊朗、叙利亚、苏丹、朝鲜、俄罗斯或乌克兰的俄罗斯占领地区，或(iv)直接或间接由(a)作为《出口法》目标的任何国家的政府或(b)任何指定人员直接或间接控制或代表的部门、机构或机构或人员。客户不得，并将确保其他人（包括员工、顾问、代表、客户和第三方）不得出口、再出口、转让或代理违反《出口法》的产品或服务；或将产品或服务用于《出口法》禁止的任何目的。

If Customer intends to resell or transfer the products to a third party, Customer shall ensure that the resale or transfer is in compliance with Export Laws. Customer must also provide EDDYFI with accurate end-user and end-use information. Customer shall cooperate fully with EDDYFI in obtaining any required licenses, permits, or authorizations from governmental authorities, including by providing requested information, certifications, or documents. EDDYFI reserves the right to terminate this Agreement, in whole or in part, without liability to EDDYFI, should EDDYFI be unable to obtain, in a timely manner, any required export licenses, permits, authorizations, or approvals necessary to export the products or provide any services pertaining to the products or any required information regarding the end-user.

如果客户拟向第三方转售或者转移产品，客户应确保转售或转让符合出口法律。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。客户应与EDDYFI充分合作，从政府部门获得任何所需的执照、许可或授权，包括提供所需的信息、认证或文件。如果EDDYFI无法及时获得出口产品或提供与产品有关的任何服务或有关最终用户的任何所需信息所需的任何必要的出

口许可证、许可、授权或批准，EDDYFI保留全部或部分终止本协议的权利。

The Customer assumes full responsibility, and must indemnify EDDYFI, in the event where the products or services are (i) exported, reexported, directed or transferred to any destination, person or entity restricted or prohibited by sanctions or Export Laws or (ii) used in violation of Export Laws or without proper licenses, permits, approvals or authorizations.

如遇以下情况，客户承担全部责任并必须赔偿EDDYFI：(i) 产品或服务出口、再出口、定向或转移到任何受制裁或出口法律限制或禁止的目的地、个人或实体，或(ii) 在违反出口法律或在没有适当许可证、许可、批准或授权的情况下使用。

18. **TERMINATION, CANCELLATION AND MODIFICATION BY CUSTOMER:** Once accepted by EDDYFI, whether expressly or impliedly, a purchase order cannot be canceled by Customer unless EDDYFI provides its prior written consent, which consent is discretionary. Any cancellation approved by EDDYFI will be subject to a cancellation fee determined at EDDYFI's discretion. In the event of an unauthorized cancellation or termination of a purchase order by Customer: (i) the full price of the order shall remain payable to EDDYFI; and (ii) EDDYFI reserves the right to seek additional damages for any losses incurred. If Customer partially cancels a purchase order, all discounts shall become void, and products will be charged at EDDYFI's standard prices. Any previously delivered, discounted products will be adjusted pro-rata. Any modification to an accepted purchase order must receive EDDYFI's prior written approval, which consent is discretionary. Such modifications may result in an extension of the delivery timeline, and under no circumstances shall the price or other terms of the purchase order shall be revised to EDDYFI's detriment as a result of such extension.

客户的终止、取消和修改：一旦EDDYFI明确或暗示地接受了采购订单，除非EDDYFI事先书面同意，否则客户不能取消订单，该同意是酌情决定的。EDDYFI批准的任何取消将根据EDDYFI的酌情决定收取取消费用。如果客户未经授权取消或终止采购订单：(i)订单的全部价格仍应支付给EDDYFI；(ii) EDDYFI保留就所造成的任何损失寻求额外损害赔偿的权利。如果客户部分取消采购订单，则所有折扣无效，产品将按EDDYFI的标准价格收取。任何以前交付的折扣产品将按比例调整。对已接受的采购订单的任何修改必须事先获得EDDYFI的书面批准，该同意是酌情决定的。该等修改可能会导致交货时间的延长，在任何情况下，采购订单的价格或其他条款都不得因该等延长而修改，从而损害EDDYFI的利益。

19. **TERMINATION, CANCELLATION AND MODIFICATION BY EDDYFI:** Without limiting its other rights or remedies under the Agreement, EDDYFI may terminate the Agreement with immediate effect by giving written notice to the Customer in the event that: (i) Customer is still in default of any other obligation hereunder ten (10) days after receiving a written notice from EDDYFI referring to the default and requiring Customer to remedy the default; or (ii) Customer proceeds to, or gives notice of intent to proceed to, any kind of proposition or arrangement with its creditors, or Customer assigns its assets for the benefit of its creditors, or a bankruptcy motion is filed against Customer, or a trustee or another bankruptcy officer is named to Customer under any statute on insolvency, or a seizure or judgment is executed on all or part of Customer's assets (unless the seizure is properly opposed within five (5) days of its execution), or Customer otherwise becomes insolvent.

EDDYFI的终止、取消和修改：在不限制其在本协议项下的其他权利或补救的情况下，EDDYFI可以在以下情况下通过书面通知客户立即终止本协议：(i)客户在收到EDDYFI关于违约并要求客户补救违约的书面通知十(10)天后仍未履行本协议项下的任何其他义务；或(ii)客户收益、或意图进行通知、任何主张或安排与债权人、或客户为其债权人的利益分配资产、或破产运动是起诉客户、或破产或其他受托人官叫客户在任何破产法律、或癫痫发作或判断上执行客户的全部或部分资产(除非被正确地反对在五(5)天的执行)、或客户以其他方式破产。

If a purchase order has not been delivered within twelve (12) months from issuance of the OA due to reasons caused by Customer, EDDYFI may, at its choice, cancel the purchase order, or modify the purchase order to adjust it to the current price list.

Eddyfi China – General Terms and Conditions – Sale

Upon termination:

- a. Customer must immediately pay all outstanding invoices, including those for services not yet invoiced;
- b. EDDYFI'S accrued rights and remedies remain unaffected, including claims for prior breaches;
- c. The obligations set forth in articles 9 (Intellectual Property), 15 (Indemnification by Customer), 17 (Compliance with Laws and Export Control Regulations) and 21 (Confidentiality) as well as the other obligations set forth herein which by their nature are intended to survive the termination of this Agreement, shall survive the termination of this Agreement, for any reason whatsoever.

如果由于客户原因导致采购订单在签发OA后的十二（12）个月内未交付，EDDYFI可以自行选择取消采购订单，或修改采购订单以调整为当前价格清单。

终止时：

- a. 客户必须立即支付所有未付发票，包括尚未开具发票的服务发票；
- b. eddyfi的应享权利和补救方法不受影响，包括对先前违约的索赔；
- c. 第9条（知识产权）、第15条（客户的赔偿）、第17条（遵守法律和出口管制条例）和第21条（保密）中规定的义务，以及本协议中规定的就其性质而言在本协议终止后仍然有效的其他义务，无论出于何种原因，均应在本协议终止后继续有效。

20. **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's 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，导致图迈中国迟延或者未能交货或者提供服务，图迈中国对此不承担责任。

21. **CONFIDENTIALITY:** Each party shall keep confidential all information disclosed by the other party or its representatives which is marked as "confidential" or which should reasonably be understood as confidential considering its nature or the circumstances of its disclosure. Disclosure by a party of information received from the other party shall be limited to its representatives who need it for the purpose of this Agreement and are bound by equivalent confidentiality obligations. Each party is responsible to the other party for any breach of this confidentiality obligation by its representatives. This obligation survives indefinitely for trade secrets and personal data and for three (3) years after the termination of this Agreement for all other confidential information.

保密条款：各方应对另一方或其代表披露的、标记为“机密”或根据其性质或披露情形应合理视为机密的所有信息予以保密。一方对从另一方收到的信息的披露，应仅限于为履行本协议目的而需要该信息且受同等保密义务约束的其代表。各方应对其代表违反本保密义务的行为向另一方承担责任。本义务对商业秘密和个人数据永久有效，对其他所有机密信息在本协议终止后三（3）年内持续有效。

22. **CONFLICTING TERMS:** In the case of conflict between the terms or conditions of Customer's purchase order and these EDDYFI general terms and conditions, EDDYFI's terms and conditions shall prevail.

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。

23. **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。

24. **WASTE MANAGEMENT:** It is the Customer's responsibility to ensure that EDDYFI's equipment is disposed of in accordance with local waste, electrical electronic equipment and hazardous material regulations.

废物管理：客户有责任确保EDDYFI的设备按照当地的废物、电子电气设备和有害物质法规进行处置。

25. **IN THE CASE OF REMOTE MONITORING PRODUCTS, INCLUDING THOSE SOLD UNDER THE SENCEIVE OR SENSOR NETWORKS BRANDS, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL ALSO APPLY:**

对于远程控制产品（包括以 Senceive 或 Sensor Networks 品牌的产品），还应适用以下附加条款和条件：

I. DEFINITIONS

- (i) "Data" means the field data collected or otherwise generated by the products to be made accessible to Customer as set out in the Project Data Specifications, which data shall include no personally identifiable information.
- (ii) "Data Access Services" means the web-based platform supplied by EDDYFI to view, access or broker the Data generated by the products.
- (iii) "Data Access Services Update" means any and all improvements, modifications, updates, fixes and additions to the Data Access Services to correct deficiencies or enhance the capabilities of the Data Access Services and released in accordance with EDDYFI's release schedule from time to time.
- (iv) "Data Period" means the period of time during which Data shall be made accessible to Customer by EDDYFI as set out in the Project Data Specifications.
- (v) "Project Data Specifications" means any description or specification for the Data provided in writing by EDDYFI to Customer.
- (vi) "Rental Period" means the period of time during which the products are rented to Customer as set out in EDDYFI's final quotation, which, unless otherwise specified in such quotation, shall be deemed to start on the date of delivery and end on the earlier of (i) the expiration of such period of time; (ii) title to the products passing to Customer pursuant to a separate agreement; or (iii) EDDYFI receiving the returned products prior to the expiration of such period of time pursuant to the exercise of EDDYFI's rights hereunder.
- (vii) "Services" means the services to be performed by EDDYFI under the Agreement, which may include commissioning, calibration, support and Data Access Services.
- (viii) "Services Specifications" means any description or specification for the Services to be performed provided in writing by EDDYFI to Customer, including Project Data Specifications.
- (ix) "Trial Kit" means the products rented to Customer free of charge for the Trial Period.
- (x) "Trial Period" means the period of time during which the Trial Kit is rented to Customer as set out in EDDYFI's final quotation, which, unless otherwise specified in such quotation, shall be deemed start on the date of delivery and end on the earlier of (i) eight (8) weeks following delivery or (ii) EDDYFI receiving the returned Trial Kit prior to the expiration of such period of time pursuant to the exercise of an EDDYFI's right hereunder

术语定义

- (i) 数据 (Data) 指产品收集或生成的现场数据，按《项目数据规格》约定向客户提供访问权限，且该数据不包含任何个人身份信息。
- (ii) 数据访问服务 (Data Access Services) 指 EDDYFI 提供的基于网络的平台，用于查看、访问或代理产品生成的数据。
- (iii) 数据访问服务更新 (Data Access Services Update) 指根据 EDDYFI 的发布计划不时发布的所有改进、修改、更新、修复和补充，旨在纠正数据访问服务的缺陷或增强其功能。
- (iv) 数据期限 (Data Period) 指 EDDYFI 按《项目数据规格》约定向客户提供数据访问权限的时间段。
- (v) 项目数据规格 (Project Data Specifications) 指 EDDYFI 以书面形式向客户提供的关于数据的任何描述或规格说明。
- (vi) 租赁期 (Rental Period) 指 EDDYFI 最终报价中约定的产品租赁时间段。除非报价中另有说明，租赁期视为自交付之日起开始，并以下列情形中较早发生者为终止日：租赁期届满；根据单独协议，产品所有权转移给客户；EDDYFI 在租赁期届满前根据本协议行使权利收回已退回的产品。
- (vii) 服务 (Services) 指 EDDYFI 根据协议应提供的服务，可能包括调试、校准、技术支持和数据访问服务。

Eddyfi China – General Terms and Conditions – Sale

- (viii) 服务规格 (Services Specifications) 指 EDDYFI 以书面形式向客户提供的关于拟提供服务的任何描述或规格说明, 包括《项目数据规格》。
- (ix) 试用套件 (Trial Kit) 指在试用期内免费租赁给客户的产品。
- (x) 试用期 (Trial Period) 指 EDDYFI 最终报价中约定的试用套件租赁时间段。除非报价中另有说明, 试用期视为自交付之日起开始, 并以下列情形中较早发生者为终止日: 交付后八 (8) 周; EDDYFI 在试用期届满前根据本协议行使权利收回已退回的试用套件。

II. PERFORMANCE OF SERVICES

EDDYFI shall perform the Services in accordance with the Service Specifications.

EDDYFI may, without further notice to Customer, subcontract any part of the Services with any affiliates or unaffiliated subcontractors.

服务履行

EDDYFI 应按照《服务规格》履行服务。

EDDYFI 可将服务的任何部分分包给任何关联方或非关联分包商, 且无需进一步通知客户。

With respect to Data Access Services:

数据访问服务条款解析

- (i) EDDYFI (directly or through a third-party service provider) will host the Data on behalf of Customer or, if set forth in the Project Data Specifications, will provide a web environment to Customer for the hosting of Data; EDDYFI (直接或通过第三方服务提供商) 将代表客户托管数据, 或者, 若《项目数据规格》中有规定, EDDYFI 将为客户提供用于托管数据的网络环境;
- (ii) EDDYFI will use commercially reasonable efforts to provide access to the Data to Customer in accordance with the Project Data Specifications for the Data Period; EDDYFI 需在数据期限内根据项目数据规格向客户提供对数据的访问权限;
- (iii) EDDYFI reserves the right to withhold access to Data to the Customer during the Data Period, if any fees relating to the Data Access Services are not paid in accordance with the Agreement; 如果与数据访问服务相关的任何费用未按本协议支付, EDDYFI 保留在数据期限内拒绝客户访问数据的权利
- (iv) Customer acknowledges and agrees that the performance of Data Access Services Updates by EDDYFI may suspend temporarily the Customer's access to the Data. EDDYFI will notify Customer in advance of planned Data Access Services Updates that would temporarily affect Customer's access to the Data. EDDYFI and the Customer will use reasonable commercial efforts to agree on a schedule to launch the Data Access Services Updates in order to limit the impact of such temporary suspension on Customer. In the event that EDDYFI and Customer are unable to agree on a schedule allowing the Data Access Services Updates to be performed within 30 days following the notification to Customer, the Data Access Services Updates can be launched by EDDYFI at any convenient time for EDDYFI (the "Update Period"). EDDYFI shall not be required to provide any maintenance or support services relating to problems or issues arising from Customer's use of the Data Access Services that have not been updated as per above. 客户确认并同意, EDDYFI 进行数据访问服务更新可能会暂时中止客户对数据的访问。对于会暂时影响客户访问数据的计划性数据访问服务更新, EDDYFI 将提前通知客户。EDDYFI 和客户将运用合理的商业努力就启动数据访问服务更新的时间表达成一致, 以限制这种暂时中止对客户的影响。如果在通知客户后的 30 天内, EDDYFI 和客户未能就允许进行数据访问服务更新的时间表达成一致, EDDYFI 可以在其方便的任何时间启动数据访问服务更新 ("更新期")。对于因客户使用未按上述要求更新的数据访问服务而产生的任何问题或事项, EDDYFI 无需提供任何维护或支持服务。
- (v) EDDYFI reserves the right to temporarily suspend access to Data and Data Access Services, without prior notice, when required to perform unplanned or emergency work on the Data Access Services.

当需要对数据访问服务进行非计划性或紧急工作时, EDDYFI 保留在不事先通知的情况下暂时中止对数据和数据访问服务的访问的权利。

- (vi) EDDYFI will not be obliged to provide access to the Data to any third party other than Customer (including if Customer transfers ownership of products to such third party) unless and until such third party enters into a contract with EDDYFI for the Data Access Services; and 除非且直至任何第三方与 EDDYFI 签订了数据访问服务合同, 否则 EDDYFI 没有义务向客户以外的任何第三方提供对数据的访问权限 (包括如果客户将产品所有权转让给该第三方的情况); 并且
- (vii) As between the parties, Customer shall retain all right, title and interest in the Data, provided, however that (i) EDDYFI shall retain all intellectual property rights in databases, original compilations and other expressions of such Data; and (ii) Customer hereby grants to EDDYFI a non-exclusive, perpetual, irrevocable, worldwide, royalty free, transferable and sublicensable to affiliates, license to collect, use, copy, store, transmit, modify and create derivative works of the Data for the provision of the Services or for EDDYFI's other internal business purposes, including the overall improvement of EDDYFI's products and Services. 双方之间, 客户应保留数据的所有权利、所有权和权益, 但前提是 (i) EDDYFI 应保留数据库、原始汇编以及此类数据的其他表现形式的所有知识产权; 并且 (ii) 客户特此授予 EDDYFI 一项非独占性、永久性、不可撤销、在全球范围内、免版税、可转让且可向关联方转授权的许可, 以便为提供服务或 EDDYFI 的其他内部业务目的 (包括全面改进 EDDYFI 的产品和服务) 收集、使用、复制、存储、传输、修改数据并创建数据的衍生作品。
- (viii) In case of a Customer's breach of the Agreement, EDDYFI shall, without limiting its other rights or remedies under the Agreement, have the right to suspend access to Data or all further performance of Data Access Services under the Agreement or any other agreement between Customer and EDDYFI until Customer remedies the breach (to the extent remediable), and to rely on the Customer's breach to relieve it from the performance of any of its obligations to the extent the breach prevents or delays EDDYFI's performance of any of its obligations. 如果客户违反本协议, 在不限制其根据本协议享有的其他权利或补救措施的情况下, EDDYFI 有权暂停客户对数据的访问, 或暂停根据本协议或客户与 EDDYFI 之间的任何其他协议进一步履行数据访问服务, 直至客户纠正违约行为 (在可纠正的范围内), 并且有权在违约行为妨碍或延迟 EDDYFI 履行其任何义务的范围, 依据客户的违约行为免除自身履行任何义务的责任。

III. SPECIFIC ADDITIONAL PROVISIONS AS TO RENTALS AND TRIAL KITS:

关于租赁和试用套件的具体附加条款:

- (i) The products remain the property of EDDYFI throughout the Rental Period or Trial Period; 在整个租赁期或试用期内, 产品的所有权仍归 EDDYFI 所有;
- (ii) For the entire duration of the Rental Period or Trial Period, Customer shall strictly comply with the following obligations:
- store the rented products separately from all other products held by Customer so that they remain readily identifiable as EDDYFI's property;
 - not sell, assign, transfer, pledge, hypothecate, or otherwise dispose of or encumber any of the products;
 - maintain the products in satisfactory condition and keep them insured against all risks for their full value on EDDYFI's behalf from the date of delivery;
 - not make any alterations to or otherwise modify the products without the prior written consent of Eddyfi;

在整个租赁期或试用期内, 客户应严格遵守以下义务:

- 将租赁的产品与客户持有的所有其他产品分开存放, 以便这些产品能随时被识别为 EDDYFI 的财产;
- 不得出售、转让、转移、质押、抵押或以其他方式处置或对任何产品设置产权负担;

Eddyfi China – General Terms and Conditions – Sale

- c. 保持产品处于良好状态，并自交付之日起代表 EDDYFI 为产品按其全部价值投保一切险；
- d. 未经 EDDYFI 事先书面同意，不得对产品进行任何改动或以其他方式修改产品；

(iii) Damages to products while in transit or in the possession of Customer, beyond reasonable wear and tear, will be charged back to Customer. 产品在运输过程中或由客户占有期间，若出现超出合理磨损的损坏，费用将由客户承担。

In the event of termination of the Agreement:

若本协议终止：

- (i) Customer shall immediately pay to EDDYFI all of the EDDYFI's outstanding unpaid invoices and interest and, in respect of rentals and Services (including Data access Services) for which no invoice has yet been issued, EDDYFI shall issue an invoice, which shall be payable by Customer immediately on receipt ;
客户应立即向 EDDYFI 支付 EDDYFI 所有尚未支付的未结发票款项及利息。对于租赁和服务（包括数据访问服务）中尚未开具发票的部分，EDDYFI 应开具发票，客户在收到发票后应立即支付；
- (ii) At the end of the Rental Period or Trial Period, Customer shall, at their own cost, return to EDDYFI all rented products, Trial Kits and other products which have not been fully paid for, ensuring compliance with all applicable laws, including those on transporting dangerous goods. The products must be packaged per EDDYFI's instructions to prevent damage or deterioration during transit, considering the destination's remoteness and handling limitations. If Customer fails to return the products, Customer shall be liable for the full payment of the product's value, which shall become immediately due and payable to EDDYFI;
在租赁期或试用期结束时，客户应自行承担费用，将所有租赁产品、试用套件以及其他尚未全额付款的产品归还给 EDDYFI，并确保遵守所有适用法律，包括那些关于运输危险货物的法律规定。考虑到目的地的偏远程度和搬运限制，这些产品必须按照 EDDYFI 的指示进行包装，以防止在运输过程中受损或变质。如果客户未能归还产品，客户应承担产品的全部价值费用，且该费用应立即到期并支付给 EDDYFI。

IV. Limitation of liability 责任限制

In addition to article 16, EDDYFI shall in no event be liable for:

除第 16 条规定的情况外，在任何情况下，EDDYFI 均不承担以下责任：

- (i) issues related to physical installation of the products that are necessary to enable the access to Data;
与为实现数据访问而必需的产品实物安装相关的问题；
- (ii) issues pertaining to the ability or otherwise of EDDYFI to make the Data or Data Access Services accessible to Customer arising from an incomplete or incorrect installation of the products by Customer at the project site or from any software, hardware, firmware, data, or technology in possession or control of Customer;
由于客户在项目现场对产品的安装不完整或不正确，或者由于客户拥有或控制的任何软件、硬件、固件、数据或技

术等原因，导致 EDDYFI 在使客户能够访问数据或数据访问服务方面的能力出现问题或其他相关问题；

(iii) any loss of Data or storage media in the possession or control of Customer;

(iv) 客户拥有或控制的数据或存储介质的任何丢失；
any suspension or interruption of the Data Access Services, Data access or other Services caused by a breakdown, interruption, malfunction or defect of any telecommunication services or other installation or equipment used or required for the purpose of making the Data, Data Access Services or other Services accessible to Customer, for whatever reason or period of time;

因任何电信服务或为使客户能够访问数据、数据访问服务或其他服务而使用或需要的其他设施或设备出现故障、中断、失灵或缺陷，无论出于何种原因或持续多长时间，所导致的数据访问服务、数据访问或其他服务的暂停或中断；

(v) costs or losses incurred by Customer, directly or indirectly, due to EDDYFI's failure or delay in performing obligations that are prevented or delayed by Customer's breach of the Agreement, including payment obligations, if not cured within the applicable notice period.

如果客户在适用的通知期内未纠正其违约行为（包括付款义务），由于 EDDYFI 因客户的违约行为而未能履行或延迟履行义务，而直接或间接给客户造成的成本或损失。

ALL SALES OR RENTALS ARE MADE PURSANT TO THESE TERMS AND CONDITIONS AND THE TERMS OF THE QUOTATION DOCUMENT. ALL PURCHASE 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

Tower A 3406, CECEP, 89 Cuihua Road, China (Sichuan) Pilot Free Trade Zone High-Tech Zone, Chengdu, Sichuan 610042,

the People's Republic of China

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萃华路89号成都国际节能大厦A座3406（610042）

sales@eddyfi.com