

TERMS AND CONDITIONS OF SALE - PRODUCT CONDITION*
产品销售条款及条件*

GENERAL
总则

"Products" means all goods and related services, including used goods or goods containing used parts provided by N.F. Smith & Associates, L.P., Smith & Associates Europe B.V., Smith & Associates Far East Ltd., or Smith Global Services Pte. Ltd. ("Seller") to customer ("Customer"). All sales of Products shall be made only upon these Terms and Conditions of Sale of Products ("Terms and Conditions") and NOT any purchase order or other document of Customer. BY ACCEPTING DELIVERY OF PRODUCTS FROM SELLER, CUSTOMER SHALL BE DEEMED TO HAVE CONSENTED TO AND ACCEPTED THESE TERMS AND CONDITIONS, REGARDLESS OF ANY ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS IN ANY PRIOR OR LATER COMMUNICATION FROM CUSTOMER. Seller's failure to object to any terms which conflict with these Terms and Conditions shall not be deemed a waiver of objection thereto. Any change to these Terms and Conditions must be specifically agreed to in writing by a duly authorized representative of Seller.

"产品"是指由 N.F. Smith & Associates, L.P., Smith & Associates Europe B.V., Smith & Associates Far East Ltd., 或 Smith Global Services Pte. Ltd. (以下简称"卖方") 提供给客户 (以下简称"客户") 的所有产品及相关服务, 包括再售产品或含有再售零件的产品。所有产品销售仅适用于本销售产品条款及条件" (以下简称"本条款及条件"), 而不适用于客户的任何采购订单或其他文件。接受卖方交付的产品即视为客户已同意并接受本条款及条件, 无论客户之前或之后的任何通讯中是否设有任何附加或相冲突的条款或条件。卖方未对与本条款及条件相冲突的任何条款提出异议, 不视为对该异议的放弃。对本条款及条件的任何更改必须由卖方的合法代表以书面形式明确同意。

PRICES
价格

Quotations are subject to Seller's approval of Customer's credit, availability of Products, and Seller's confirmation. Unless otherwise noted, prices quoted are in USD and do not include VAT, GST or other taxes. Seller is not responsible for pricing or other errors and reserves the right to amend or cancel orders arising from such errors or mistakes. Due to the limited availability of Products, Seller reserves the right to cancel any Product orders in which the payment method is not authorized within 2 business days of processing.

报价需经卖方对客户的信用审批、产品的可用性以及卖方的确认方能生效。除非另有说明, 所报价格以美元计算, 不包括增值税、消费税或其他税费。卖方不对定价或其他错误负责, 并保留修改或取消因此类错误或失误而产生的订单的权利。由于产品供应有限, 卖方保留在订单处理后两个工作日内取消未经授权的付款方式的产品订单的权利。

DELIVERY
交付

Delivery dates quoted by Seller are best estimates only and TIME IS EXPRESSLY NOT OF THE ESSENCE unless otherwise agreed upon by Seller in writing. Late or partial delivery does not entitle Customer to cancel its order. Customer acknowledges that Seller will not be liable for any damages or injury arising from a delay in delivery. In the event of delivery by installments, Customer is not entitled to treat the delivery of faulty Products in any one installment as a repudiation of the entire order. Customer must notify Seller promptly in writing of shortages, non-delivery of Products or receipt of nonconforming or damaged Products. Delivery to Customer occurs when Products are delivered to Customer in accordance with the agreed incoterms.

卖方所定的交货日期仅为最佳估值, 除非卖方另有书面约定, 否则时间并非交付的重要条件。延迟或部分交货并不使客户有权取消订单。客户承认, 卖方对延迟交货造成的任何损害或伤害不承担任何责任。如分批交付, 客户不得因任一批次中的有缺陷产品而拒收整个订单的产品。客户必须及时以书面形式通知卖方有关产品数量不足、产品未交付或收到不合格或损坏产品的情况。产品交付至客户时, 应符合约定的国际贸易术语。

For Products shipped from the Seller's facilities in the EU or Singapore: Unless otherwise specifically agreed in writing, all Products are shipped "FCA" Seller's designated facility (Incoterms 2020).

对于从卖方在欧盟或新加坡的工厂装运的产品: 除非另有明确的书面约定, 所有产品均按照"FCA (货交承运人)" 卖方指定地点的方式发货。(Incoterms 2020)。

For Products shipped from Seller's other facilities: All Products are shipped "EXW" Seller (Incoterm 2020) unless otherwise specifically agreed in writing.

对于从卖方其他工厂装运的产品: 除非另有明确的书面约定, 所有产品

均按照"EXW 卖方交货地" (Incoterms 2020) 的方式发货。

Notwithstanding the Incoterms agreed upon by the parties, Seller shall retain all risk of loss for Products until delivered to Customer at Customer's facilities. Special instructions with regard to packaging must be expressly provided on the purchase order and agreed to in writing by Seller.

尽管双方约定了国际贸易术语, 但卖方应在产品交付至客户工厂前, 承担所有产品的损失风险。关于包装的特殊要求必须在采购订单上明确提出, 并取得卖方的书面同意。

LIMITED WARRANTY
有限保修

Except for Consignment Products and Special Orders, and provided Customer has given Seller written notification of a defect within 30 days of the date of the invoice, Seller will refund the cost of or, at its discretion, repair or replace any of the Products found to its satisfaction to be defective, due to defects in material or workmanship in the Products or prior use. If the Product condition is "Used", then the warranty against prior use shall not apply. Seller's limited warranty may not be transferred.

除寄售产品和特殊订单外, 客户在发票日期后 30 天内书面通知卖方产品存在瑕疵的, 卖方将退还订单金额, 或者自行决定维修或更换其认为因产品材料、工艺缺陷或先前使用而导致瑕疵的产品。如产品已使用过, 则不适用先前使用的保修政策。卖方的有限保修服务不得转让。

WARRANTY EXCLUSIONS
保修排除

The limited warranty does not cover the following:

有限保修不包括:

- 1) Software (including the operating system, if any, trial software, or pre-loaded software, if any);
- 2) Problems arising from (a) external causes such as accident, misuse, or problems with electrical power; (b) servicing or repair not authorized by Seller; (c) usage not in accordance with the Product manufacturer or Seller's instructions; (d) Products with missing serial numbers; (e) Products for which Seller has not received payment or if payment has been disputed; (f) Products damaged by misuse, abuse, vandalism, theft, fire, power failure, fire, flood, water damage, or other acts of God;
- 3) Expendable items such as batteries, bulbs, cables, plastics, and other operating supplies;
- 4) Any modification to Products required by any legislation coming into force after the date of the invoice;
- 5) Data loss;
- and 6) Purely cosmetic scratches, dents, or other similar damages

- 1) 软件 (包括操作系统、试用软件或预装软件, 如果有的话);
- 2) 因以下原因引起的问题: (a) 外部原因, 如事故、误用或电力问题; (b) 未经卖方授权的维修或修理; (c) 未按产品制造商或卖方说明使用; (d) 产品缺少序列号; (e) 卖方未收到付款或付款有争议的产品; (f) 因误用、滥用、破坏、盗窃、火灾、停电、火灾、水灾、水渍或其他不可抗力造成的产品损坏;
- 3) 易耗品, 如电池、灯泡、电缆、塑料制品和其他运行用品;
- 4) 发票日期后生效的法律要求对产品进行的修改;
- 5) 数据丢失;
- 6) 纯粹的外观划痕、凹痕或其他类似损坏。

RETURNS AND RMAS
退货和退货授权

Non-defective Products are returnable only upon written consent from Seller in its absolute discretion. Products purchased from Seller may be returned only at Seller's discretion pursuant to the applicable purchase order and this paragraph, but in any event no later than 30 days from the invoice date, provided that the following conditions are met: 1) Only one Return Material Authorization (RMA) request per invoice; 2) Products must not be Consignment Products or Special Order; 3) Non-defective Products must be accompanied by written authorization from Seller and be in resalable condition, meaning: unused by Customer, in original packaging, unopened with all external and internal seals intact, with all original parts and accessories (cables, software, documents, manuals, etc.); 4) Defective Products must be accompanied by a legitimate independent test report confirming the defect; and 5) Products must be received by Seller within 20 days after an RMA is issued, or such Products will be returned at Customer's expense. RMAs must be obtained from Seller before Customer returns Products for any reason, or such Products will be returned to Customer at Customer's expense, and Customer will be assessed a 20% restocking charge. Customer acknowledges and agrees that the charging of such restocking charge is not intended as a forfeiture or penalty within the meaning of any applicable law, but is a genuine pre-estimate of the losses and damage that may be suffered or incurred by Seller as a result of Customer's

failure to obtain RMAs from Seller pursuant to these Terms and Conditions. Products returned to Seller shall become the property of Seller. ALL CONSIGNMENT PRODUCTS AND SPECIAL ORDERS ARE SOLD "AS IS", WITH NO EXPRESS OR IMPLIED WARRANTIES FROM SELLER AND WITH NO RETURN RIGHTS.

非缺陷产品只有在获得卖方全权酌情书面同意后方可退回。从卖方购买的产品只有在卖方全权酌情同意的情况下，根据适用的采购订单和本条款规定才能退回，退货日期不得晚于发票日期后 30 天，且必须满足以下条件：1) 每张发票只能提交一次退货授权 (RMA) 请求；2) 产品不得为寄售产品或特殊订单产品；3) 非缺陷产品必须附有卖方的书面授权，并可二次销售，即：未被客户使用、原包装未拆封、内外包装密封完好，且配备所有原装配件（电线、软件、软件文档、使用手册等）；4) 缺陷产品必须附有合法的独立测试报告，以确认其缺陷所在；5) 在 RMA 发出后的 20 天内必须由客户将产品交给卖方，否则这些产品将由客户自费退回。客户必须在退回产品之前从卖方处获取 RMA，否则这些产品将由客户自费退回，且客户需支付 20% 的补货费用。客户承认并同意，收取此类补货费用并非任何适用法律所指的没收或惩罚，而是对卖方因客户未能根据本条款及条件从卖方处获得 RMA 而可能遭受的损失和损害的真实预估。退回给卖方的产品归卖方所有。所有寄售产品和特殊订单产品均按“原样”销售，卖方不提供任何明示或暗示的担保，且无退货权利。

DISCLAIMER; LIMITATION OF LIABILITY

免责声明；责任限制

Customer acknowledges that Seller is not the manufacturer of Products and that Seller shall not be responsible for providing Product change notices, certificate(s) of origin, material composition, trade preference status, or any other similar information. To the extent Seller does provide such information, such information is provided on an AS IS basis. Customer shall be responsible for confirming the accuracy of said information. Further, Seller makes no representation concerning patents, trademarks, trade names or service marks (collectively "Patents") of any of its Products. Seller's obligation for Patent infringement is expressly limited to any indemnification which Seller's vendor of the Products has agreed in writing to provide (or by operation of law has been deemed to provide) to Seller.

客户承认卖方并非产品的制造商，卖方不负责提供产品变更通知、原产地证书、材料成分、贸易优惠地位或任何类似信息。就卖方提供的此类信息，需按原样提供。客户有责任确认上述信息的准确性。此外，卖方对其任何产品的专利、商标、商号或服务标志（统称为“专利”）不作任何陈述。卖方的专利侵权义务明确限于卖方的产品供应商以书面形式同意向卖方提供的（或根据法律规定已被视为提供）的任何赔偿。

PRODUCTS ARE NOT INTENDED FOR GOVERNMENT USE OR USE IN HIGH-RISK APPLICATIONS INCLUDING MEDICAL LIFE SUPPORT, NUCLEAR POWER, MASS AND AIR TRANSPORTATION CONTROL, OR OTHER POTENTIALLY LIFE CRITICAL USES WHERE THE FAILURE COULD CAUSE PERSONAL INJURY OR DEATH. Seller makes no assurance or warranties that Products are suitable for any high risk uses. Customer agrees to indemnify, defend and hold Seller harmless from and against any losses, damages, or claims arising out of such use of Products or Customer's violation of the applicable laws.

产品不适用于政府用途或高风险应用，包括医疗生命支持、核能、大规模和航空运输管制，或其他可能导致人身伤害或死亡的生命关键用途。卖方不保证或承诺产品适用于任何高风险用途。客户同意就此类产品使用或客户违反适用法律的行为对卖方进行赔偿、辩护并使其免受损失、损害或索赔。

ALL TERMS, CONDITIONS AND WARRANTIES (WHETHER IMPLIED BY STATUTE OR COMMON LAW OR MADE EXPRESSLY) WHETHER BY SELLER OR ITS EMPLOYEES, AGENTS OR OTHERWISE (INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR INTENDED PURPOSES, DESIGN, AND QUALITY OR CONDITION OF THE PRODUCTS) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, DATA, OPPORTUNITY OR GOODWILL), REGARDLESS OF WHETHER OR NOT BASED ON WARRANTY, CONTRACT, TORT, SELLER'S NEGLIGENCE, OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING FROM SELLER'S SUPPLY OF PRODUCTS OR SERVICES TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER TO SELLER FOR THE SPECIFIC PRODUCTS AT ISSUE.

所有条款、条件及担保（无论是成文法或普通法默示的，还是明示的规定，无论是由卖方或其雇员、代理人或其他人（包括但不限于产品的适销性、预期用途适用性、设计以及产品质量或状态的担保）均在法律允许的最大范围内予以排除。在任何情况下，无论基于担保、合同、侵权行为、卖方过失或任何其他法律理论，卖方均不对任何间接的、结果性的、附带的或惩罚性的损害（包括但不限于收入、利润、数据、机会或商誉损失）承担责任。尽管本条款中有规定，在任何情况下，卖方对客户提供的产品或服务所产生的总责任，不得超过客户向卖方支付的特定产品金额。

PAYMENT

付款

Payments are due on demand but in any case, must be paid without offset or deduction no later than 30 days after invoice date. Interest in the lessor of 10% per annum or the maximum rate permissible by law shall be payable on any amount outstanding after the 30-day period. Customer acknowledges and agrees that the charging of the interest is not intended as a forfeiture or penalty within the meaning of any applicable law, but is a genuine pre-estimate of the losses and damage that may be suffered or incurred by Seller as a result of Customer's failure to pay within the 30-day period. Customer shall reimburse Seller for all reasonable legal fees, costs and expenses incurred by Seller during the collection of any sums owed by Customer. Notwithstanding anything to the contrary, Seller shall have the right, in its absolute discretion, to apply any payment received from Customer to offset any indebtedness due from Customer to Seller, whether it is due pursuant to these Terms and Conditions or any other agreements.

付款应按要求支付，但无论如何，必须在发票日期后 30 天内支付，且不得抵销或扣除。在 30 天期限结束后，任何未付款项应按年利率不超过 10% 或法律允许的最高利率中较低者支付利息。客户承认并同意，收取利息并不意味着根据任何适用法律的意义而进行的罚金或处罚，而是对卖方因客户未能在 30 天期限内付款而可能遭受的损失和损害的真实预估。客户应承担卖方在追收客户所欠款项期间发生的所有合理法律费用、成本和费用。尽管存在相反规定，但卖方有权自行决定将收到的款项用于抵销客户应付给卖方的欠款，无论该欠款是根据本条款及条件或其他协议而到期的。

OWNERSHIP, SECURITY INTEREST

所有权、担保权益

Customer agrees that title to all Products purchased shall be vested in Seller, and all Products shall remain as Seller's properties until the corresponding invoice is paid in full to the satisfaction of Seller. Customer agrees that Seller shall retain a purchase security interest in all Products which it has sold to Customer, and to any proceeds from the disposition of the Products, until the purchase price and any other charges due to Seller have been paid in full. Customer agrees to execute any financial statements or other documents which Seller may request in order to protect Seller's security interest. In addition to the rights and remedies granted by these Terms and Conditions, Seller shall have all rights and remedies of a secured party, which rights shall be cumulative.

客户同意，所有产品在相应的发票全部支付并满足卖方要求之前，购买的所有产品的所有权应归卖方所有，应始终视为卖方的财产。客户同意，卖方应保留其出售给客户的所有产品的购买担保权益，以及产品处置取得的任何收益，直到购买价格和应付给卖方的其他费用全部付清。客户同意，卖方可以要求客户执行任何财务报表或其他文件，以保护卖方的担保权益。除本条款及条件授予的权利和救济赔偿外，卖方还享有担保方的所有权利和救济赔偿，且此等权利可叠加。

CANCELLATIONS AND RE-SCHEDULES

订单取消和重新安排

Requests to cancel or reschedule orders must be agreed to in writing and may or may not be accepted in Seller's absolute discretion. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Customer's cancellation or rescheduling of an order. Seller expressly reserves the right to cancel accepted orders due to unavailability of Products. 取消或重新安排订单的请求必须以书面形式达成协议，卖方可自行决定是否接受。在不放弃任何权利的情况下，卖方有权根据客户取消或重新安排订单导致的成本损失和利润损失收取费用。卖方明确保留因产品缺货而取消已接受订单的权利。

EXPORT CONTROL REGULATIONS

出口管制条例

Some or all of the Products supplied by Seller may be subject to export control regulations in the U.S., EU, Singapore, Hong Kong and /or other countries, excluding boycott laws. Such Products may not be imported or exported by Customer without prior approval of the relevant authorities. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the U.S. and other applicable jurisdiction. Customer shall not sell, export, re-export any Products for use in chemical, biological, nuclear weapons, rocket systems, or weapons of mass destruction or any other prohibited use. Except as expressly authorized in writing from the applicable U.S. authorities, Customer will not sell, export, re-export, transfer, or otherwise dispose of any Products destined to or for an end use or end user described in 15 C.F.R. §744. Customer confirms that Seller is a U.S. person and agrees not to cause Seller to facilitate the shipment, transmittal, transfer or servicing of items for prohibited end uses in violation of 15 CFR §734.9, §744.23 and §744.6 of the Export Administration Regulations, as amended from time to time. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Under no circumstances will Seller be liable for any loss or damage incurred by Customer as a result of Customer's contravention of any export control or economic sanctions laws.

卖方提供的部分或全部产品可能受美国、欧盟、新加坡、香港和/或其他国家/地区的出口管制法规的约束，抵制法除外。未经相关部门事先批准，客户不得进口或出口此类产品。客户受制于并确保遵守美国和其他适用司法管辖区的出口管制和经济制裁法律。客户不得销售、出口、再出口任何用于化学、生物、核武器、火箭系统或大规模杀伤性武器或其他其他违禁用途的产品。除非获得美国相关部门的书面授权，否则客户不得销售、出口、再出口、转让或以其他方式处理 15 C.F.R. § 744 中所列明的最终用途或最终用户的任何产品。客户确认卖方为美国人，并同意不促使卖方违反美国出口管理条例 15 C.F.R. § 734.9、§ 744.23 和 § 744.6（不时修订）的规定，为被禁止最终用途的产品的装运、传输、转移或服务提供便利。客户声明并保证，其不是也不位于美国或其他适用司法管辖区经济制裁主体或目标的国家或地区（包括但不限于朝鲜、古巴、伊朗、叙利亚和克里米亚）。在任何情况下，卖方均不对客户因违反任何出口管制或经济制裁法律而遭受的任何损失或损害承担责任。

NO RUSSIA CLAUSE

俄罗斯禁售条款

Customer expressly undertakes that it will not, neither directly nor indirectly, export, re-export, transfer, sell, resell, ship, or divert any Products provided by Seller to any natural or legal person in the Russian Federation or for use in the Russian Federation, and will only sell, transfer or otherwise distribute items to third parties if and to the extent such third party has accepted such condition and shall flow down such requirements to its customers. Customer shall set up and maintain adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this section. Any violation shall constitute a material breach of Customer's agreement with Seller. In such case, Seller has the right to immediately terminate its agreement with Customer and Customer shall be liable for any loss or damages incurred by Seller as a result of such breach.

客户明确承诺，不直接或间接地出口、再出口、转让、销售、再销售、装运或转让卖方提供的任何产品至俄罗斯联邦的任何自然人或法人，亦不允许在俄罗斯联邦境内使用，且仅在第三方接受此条件并向其客户传达此类要求的情况下，方可向第三方销售、转让或以其他方式分销产品。客户应建立并维护适当的监控机制，以便检测商业链下游的第三方（包括潜在的经销商）可能会进行破坏本条款目的的行为。任何违规行为均构成客户与卖方协议的重大违约。在这种情况下，卖方有权立即终止与客户的协议，且客户应对由此违约导致的任何损失或损害承担责任。

NO FORCED LABOR

禁止强迫劳工

Customer agrees not to use forced labor, including convict labor, indentured labor, or child labor, in violation of U.S. laws, including Section 307 of the Tariff Act of 1930 and the Uyghur Forced Labor Prevention Act. Further, Supplier agrees not to ship Products in, to or from the Xinjiang Uyghur Autonomous

Region or to an entity listed under the UFLPA.

客户同意不使用强迫劳工，包括罪犯劳工、契约劳工或童工，因其违反美国法律（包括《1930 年关税法》第 307 条和《防止强迫维吾尔人劳动法》）。此外，供应商同意不向新疆维吾尔自治区或被列入《防止强迫维吾尔人劳动法》的实体运输产品。

FORCE MAJEURE

不可抗力

Seller shall not be liable for its delay or failure to perform its obligations if and to the extent such delay or failure is caused, directly or indirectly, by acts of God, riots, strikes, wars (declared or undeclared), insurrection, rebellions, terrorist acts, civil disturbances, dispositions or orders of governmental authorities, or any other act or cause which is beyond the control of Seller. In such case, Seller shall provide Customer prompt written notice and Seller's obligations shall be suspended during the continuance of the Force Majeure condition.

如因天灾、暴乱、罢工、战争(宣战或未宣战)、暴动、叛乱、恐怖袭击、内乱、政府安排或命令，或任何其他超出卖方控制范围的行为或原因直接或间接导致卖方延迟或未能履行其义务，则卖方不承担任何责任。在这种情况下，卖方应及时书面通知客户，且在不可抗力持续期间，卖方应暂停履行义务。

CONFIDENTIALITY AND PRIVACY

保密和隐私

Information supplied by Seller to Customer and vice versa shall be treated as confidential and shall not be disclosed to third parties or used for any purpose other than performing under these Terms and Conditions. Notwithstanding the foregoing, such information may be shared if required by law, with the prior written consent of the other party and to affiliates on a need-to-know basis. Customer expressly agrees and consents to the processing of Customer Personal Data pursuant to Seller's Privacy and Cookies Policy. A copy of this policy can be found at (<https://smithweb.com/privacy-policy/>). Customer may also request a copy of the Privacy and Cookies Policy by emailing privacy@nfsmith.com.

卖方向客户提供的信息应视为机密（反之亦然），并不得向第三方披露或用于除履行本条款及条件外的任何目的。尽管如前所述，如果法律要求且经对方事先书面同意情况下，可根据必要知情程度与关联公司共享此类信息。客户明确同意并同意根据卖方的隐私和 Cookie 政策处理客户个人数据。该政策的副本可在以下网址找到 (<https://smithweb.com/privacy-policy/>)。客户还可发送电子邮件至 privacy@nfsmith.com 索取隐私和 Cookie 政策的副本。

ELECTRONIC ORDERS

电子订单

If any part of the order with Seller is processed through Customer's portal, EDI, or other electronic means, these Terms and Conditions shall still control. Customer and Seller agree that electronic signatures may be used in connection with these Terms and Conditions and that electronic signatures (including pdf, facsimile, DocuSign or any other digital signature provider) appearing on these Terms and Conditions, Seller's NCNR, Customer application or any other agreement shall have the same force and effect as an original signature for the purpose of validity, enforceability or admissibility.

如通过客户的门户网站、EDI 或其他电子方式处理与卖方的订单，本条款及条件仍然适用。客户和卖方同意，可在本条款及条件中使用电子签名，且就有效性、可执行性或可接受性而言，出现在本条款及条件、卖方的 NCNR、客户申请或任何其他协议上的电子签名（包括 PDF、传真、DocuSign 或任何其他数字签名格式）具有与原始签名同等效力和作用。

LAW

适用法律

For Products delivered in the U.S. or provided by N.F. Smith & Associates, L.P., these Terms and Conditions shall be governed by the laws of the state of Texas without giving effect to the principles of conflicts of laws. All disputes which may arise under these Terms and Conditions shall be determined by the state district court of Harris County, Texas, without prejudice to Seller's right to bring such dispute before any other competent court.

对于在美国交付或由 N.F. Smith & Associates, L.P. 提供的产品，本条款及条件应受得克萨斯州法律管辖，且不适用法律冲突原则。本条款及条件下可能出现的所有争议，应由得克萨斯州哈里斯县州的地方法院裁决，不影响卖方将此类争议提交给任何其他有管辖权的法院的权利。

For Products delivered outside of the U.S. and provided by Smith & Associates Europe B.V., these Terms and Conditions shall be governed by the laws of the Netherlands without giving effect to the principles of conflicts of laws. All disputes which may arise under these Terms and Conditions shall be determined by the courts of competent jurisdiction in Amsterdam, Netherlands, without prejudice to Seller's right to bring such dispute before any other competent court.

对于在美国境外交付或由 Smith & Associates Europe B.V.提供的产品，本条款及条件应受荷兰法律管辖，且不适用法律冲突原则。本条款及条件下可能出现的所有争议，应由荷兰阿姆斯特丹具有管辖权的法院裁决，不影响卖方将此类争议提交给任何其他有管辖权的法院的权利。

For Products delivered outside of the U.S. and provided by Smith & Associates Far East Ltd., these Terms and Conditions shall be governed by the laws of Hong Kong without giving effect to the principles of conflicts of laws. All disputes which may arise under these Terms and Conditions shall be determined by the courts of Hong Kong, without prejudice to Seller's right to bring such dispute before any other competent court.

对于在美国境外交付或由 Smith & Associates Far East Ltd.提供的产品，本条款及条件应受香港法律管辖，且不适用法律冲突原则。本条款及条件下可能出现的所有争议，应由香港法院裁决，不影响卖方将此类争议提交给任何其他有管辖权的法院的权利。

For Products delivered outside of the U.S. and provided by Smith Global Services Pte. Ltd., these Terms and Conditions shall be governed by the laws of Singapore without giving effect to the principles of conflicts of laws. All disputes which may arise under these Terms and Conditions shall be determined by the courts of Singapore, without prejudice to Seller's right to bring such dispute before any other competent court.

对于在美国境外交付或由 Smith Global Services Pte. Ltd.提供的产品，本条款及条件应受新加坡法律管辖，且不适用法律冲突原则。本条款及条件下可能出现的所有争议，应由新加坡法院裁决，不影响卖方将此类争议提交给任何其他有管辖权的法院的权利。

In all cases, applicability of the UN Convention on the International Sale of Products of 1980 (Weens Koopverdrag 1980 (CISG)) is hereby excluded. Neither Customer or Seller shall claim lack of personal jurisdiction or forum non-conveniens in the courts. In an action or suit, the prevailing party shall be entitled to recover costs, including reasonable attorneys' fees. Before any court action or any proceeding is filed by either party involved in this transaction, the parties will endeavor to resolve the matter in mediation which will last a minimum of 4 hours. The parties shall equally bear the cost of the mediator. In the event that any of these Terms and Conditions is determined to be unenforceable, the other Terms and Conditions shall remain in full force and effect. Failure of Seller to enforce at any time any of the Terms and Conditions shall not be deemed a waiver of any of Seller's rights and shall not affect the validity of the sale or these Terms and Conditions.

在所有情况下，特此排除 1980 年《联合国国际货物销售合同公约》(CISG) 的适用性。客户和卖方均不得向法院提出缺乏个人管辖权或不方便法院的请求。在诉讼中，胜诉方有权要求费用赔偿，包括合理的律师费用。在本交易涉及的任何一方提起相关法院诉讼或程序前，双方有义务尝试通过调解方式解决争议，调解过程至少持续 4 小时。双方应平均承担调解员的费用。如本条款及条件中的任何一项被认定为不可执行，其他条款及条件仍保持完全有效。卖方在任何时间未能履行本条款及条件，不应视为放弃卖方的任何权利，也不应影响销售或本条款及条件的有效性。