

San'an General Terms and Conditions of Sale (GTC)

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| <p>In these San'an General Terms and Conditions of Sale (hereinafter "General T&Cs of Sale"), "San'an" shall mean the Hunan San'an Semiconductor Co., Ltd legal entity and/ or its affiliates, subsidiaries, branches and divisions (together, San'an) providing Products (defined below) to the purchaser of such Products ("Customer").</p> | <p>于本《三安通用销售条款与条件》(以下简称“通用销售条款与条件”)中,“三安”系指湖南三安半导体有限责任公司法人实体和/或其关联公司、子公司、分支机构和部门(统称“三安”),向该等产品的客户(“客户”)提供产品(定义见下文)。</p> |
| <p>1 Acceptance of Terms and Conditions</p> <p>1.1 Any Products or Services Customer purchase from San'an through E-mail or any other form of transmission are purchased subject as following:</p> <ul style="list-style-type: none">i. If San'an already has a fully signed purchase agreement currently in effect with Customer, then the terms of that agreement, together with any terms and conditions of this purchase order and any subsequent purchase orders issued hereunder not in conflict with that agreement, constitute the complete agreement; andii. If San'an does not already have a fully signed purchase agreement with Customer, then the terms and conditions of this purchase order and any subsequent purchase orders issued hereunder constitute the complete agreement. The complete agreement as stated hereinabove shall be referred to as the "Purchase Agreement". <p>1.2 No other terms or conditions including, without limitation, Customer's standard terms and conditions, whether written on Customer's purchase orders, releases, price list, Purchase Agreements, and instructions or otherwise, will have any application to any purchase between Customer and</p> | <p>1 条款和条件的接受</p> <p>1.1 下述规定适用于客户通过电子邮件或其他传输形式从三安处采购的任何产品或服务:</p> <ul style="list-style-type: none">i. 如果客户和三安已经签署现行有效的采购协议,则该采购协议的条款和条件、本采购订单的任何条款和条件以及此后所下各订单中与前述采购协议不存在冲突的条款和条件共同组成完整的协议; 以及ii. 如果客户和三安还未签署采购协议,则本采购订单的条款和条件以及此后所下各订单的条款和条件共同组成完整的协议。上述完整的协议为“采购协议”。 <p>1.2 其他任何条款和条件,包括但不限于客户的标准版条款和条件,无论记载于客户的采购订单、供货指令、价格清单、供货协议和指令等,都不适用于买卖双方之间的任何采购,除非三安以书面形式明确接受。</p> |

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| <p>San'an unless expressly accepted in a written agreement duly signed by San'an.</p> | |
| <p>2 Conclusion of the General T&Cs</p> <p>2.1 Each Purchase Order, including these Terms and Conditions, is an offer by Customer to San'an to enter into a General T&Cs for the production, purchase and sale of the Products (including Tooling) specified in the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs and drawings provided to San'an by Customer (collectively, "Products").</p> <p>2.2 The General T&Cs is deemed to be concluded upon customer received an order confirmation by the San'an or, upon absence of such confirmation, upon the performance of services, commencement of work on Products, shipment of Products, or any other conduct of San'an that recognizes the existence of a General T&Cs pertaining to the subject matter of the Purchase Order. All catalogues, brochures and publications on the official website of San'an are considered to be an invitation to offer and are not binding for San'an.</p> | <p>2 合同的达成</p> <p>2.1 每个采购订单，包括本条款和条件，是构成一项由客户向三安发出的要约，即就客户向三安提供的采购订单和所有附件、清单、样品、报价申请、设计和图样中明确的产品（包括模具），订立生产、采购和销售该等产品（统称“货物”）的合同。</p> <p>2.2 本合同在客户收到三安订单确认书或（若无订单确认书）在三安履行服务、生产货物、装运货物或三安其他任何承认与采购订单标的有关的合同存在的行为之时，视为已获达成。三安官网上的所有目录册、手册及出版物均应视作要约邀请，对三安不具有约束力。</p> |
| <p>3 Payment Conditions</p> <p>3.1 The Customer shall pay in full in advance upon receipt of written order confirmation from San 'an, unless otherwise agreed in a written agreement</p> | <p>3 付款条件</p> <p>3.1 除非客户与三安另行约定付款条件，客户应在收到三安的书面订单确认后先向三安全额支付货款。如客户出现逾期，则三安保留停止进一</p> |

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| <p>duly signed by San'an between Customer and San'an. If the Customer is in delay, San'an reserves the right to withhold further deliveries.</p> <p>3.2 The Customer is not entitled to offset outstanding accounts from San'an with any counterclaims.</p> | <p>步交货的权利。</p> <p>3.2 客户无权从三安的任何未受偿款项中冲抵反索赔金额。</p> |
| <p>4 Delivery Conditions: Passing of Risk; Premium Shipping Costs</p> <p>4.1 All times, dates and delivery deadlines are considered non-binding, unless their binding nature has been expressly agreed in writing.</p> <p>4.2 Products shall be delivered at the place of delivery in accordance with the Incoterms® 2020 agreed by both parties. Benefit and risk of loss in respect of the Products purchased shall pass to Customer in accordance with the Incoterms® 2020 specifically agreed by both parties.</p> <p>4.3 The Date of product delivery and/or Services shall be in the time specified in the attached Quote/ order confirmation. If no delivery timeframe is listed in Quote/ order confirmation, delivery shall begin within thirteen (13) weeks after acceptance of Order by San'an.</p> <p>4.4 Premium or payment for shipping expenses or freight expenses and/or other related expenses or costs (including but not limited to any insurance expenses and any applicable national, provincial, municipal and local taxes, duties, charges, tariffs and fees) necessary to meet delivery schedules set forth in Releases will be covered according to the Incoterms® 2020 specifically agreed by both parties.</p> | <p>4 交货条件: 风险转移; 运输保险费用</p> <p>4.1 除非双方已通过书面文件明确约定其具有约束性质, 否则所有时间、日期及交付期限均不具有任何约束力。</p> <p>4.2 产品将根据双方同意的《国际贸易术语解释通则(2020)》的交货点装运。客户已购买产品的利益及毁损灭失的风险应根据双方明确同意的《国际贸易术语解释通则(2020)》转移至客户。</p> <p>4.3 产品交付的时间将按照所附报价单或订单确认书中约定的时间履行。如果报价单或订单确认书未列出时间表, 则交货应在三安接受订单后十三(13)周内开始。</p> <p>4.4 实现供货指令所列明的交付时间表所必要的运输 保险费用或运输海运费或航运运输费用和/或其他相关费用或成本 (包括但不限于任何保险费用及任何适用国家、省、市及地区的税 收、义务、收费、关税及支出) 将根据双方明确同意的贸易术语负责。</p> |

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| <p>4.5 Any compensation for late delivery or for replacement is excluded, unless otherwise agreed in a written agreement duly signed by San'an between Customer and San'an.</p> | <p>4.5 除非客户和三安之间正式签署的书面协议另有约定，否则任何延迟交货或更换的赔偿均应排除在此条件条款之外。</p> |
| <p>5 Taxes.</p> <p>Such taxes and charges, when applicable, will appear as separate additional items on the invoice. Except to the extent that Customer provides San'an with a tax-exempt certificate acceptable in the appropriate taxing jurisdiction prior to shipment of the Products, Customer shall pay any present or future excise, sales, use or similar tax and other governmental charges except for taxes based on San'an's income, and Customer agrees to indemnify San'an against liability for payment of such taxes.</p> | <p>5 税金</p> <p>单独的附加项目出现在发票上。除非客户在产品装运前向三安提供了相应税务管辖区可接受的免税证明，否则客户应支付任何当前或未来的消费税、销售税、使用税或类似税以及其他政府收费，但根据三安收入征收的税款除外，客户同意免除三安支付此类税款的责任。</p> |
| <p>6 Duty of Examination</p> <p>Customer shall examine all Products and services and all materials, equipment and facilities for defects within 5 working days of receipt. Any defects are to be reported to San'an immediately in writing; the Products will otherwise be deemed to be approved. Hidden defects must be reported in writing within 5 working days after discovering.</p> | <p>6 检验义务</p> <p>客户应在收到货物后 5 个工作日内检查货物是否有缺陷。任何缺陷应立即以书面形式报告三安；否则，货物将被视为已获批准。隐藏缺陷必须在发现后 5 个工作日内以书面形式报告。</p> |

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| <p>7 Limited Warranty</p> <p>San'an warrants that the Product shall, under normal use and operating conditions as specified in the Product specifications, substantially conform to San'an's relevant published specifications in all material respects for a period of one (1) year from shipment. San'an does not warrant that the operation of the Product will be uninterrupted or error free, or that the Product will operate other than as expressly described by the San'an in the Product specifications. This limited warranty does not cover defects resulting from acts of God, use contrary to San'an's specifications or instructions, or repair or modification by anyone other than San'an.</p> | <p>7 有限质量保证</p> <p>三安保证，在产品规格中规定的正常使用和操作条件下，在装运后一(1)年内，产品在所有重要方面基本符合三安公布的相关规格。三安不保证产品的操作将不间断或无错误，也不保证产品的操作将与三安在产品规格中明确描述的操作不同。本有限保证不包括由于天灾、违反三安规格或说明的使用、或由三安或三安授权代理以外的任何人修理或修改而造成的缺陷。</p> |
| <p>8 Intellectual Property Rights</p> <p>8.1 Given the complexity in the design and manufacturing of Products and the intellectual property rights pertaining thereto, San'an is not able to declare that its Products do not infringe the intellectual property rights of third parties ALL OF THE WORLD. In the event that a third party makes a claim alleging that Products, as delivered by San'an to Customer, infringe a third party's intellectual property right, San'an undertakes at its sole option and cost to defend the claim or seek a compromise; if an unfavorable and final, non-appealable judgment is rendered against San'an, it may at its sole option: (i) take out a license from the above-mentioned third party; (ii) modify the Products in such a way as to avoid infringement; or (iii) accept the return of the Products sold to Customer deemed to infringe and, in case of such return, reimburse the Customer for such Products up to a maximum equal to the amount paid by the Customer to the San'an for such Products.</p> | <p>8 知识产权</p> <p>8.1 鉴于产品设计和制造的以及与之相关的知识产权复杂性，三安无法声明其产品未侵犯世界各地第三方的知识产权。如果第三方提出索赔，声称三安向“用户”交付的产品侵犯了第三方的知识产权，三安将自行选择并承担费用对该索赔进行抗辩或寻求妥协；如果对三安做出不利且不可上诉的终局判决，三安可自行选择：(i) 从上述第三方处取得许可； (ii) 修改产品以避免侵权；或 (iii) 接受将出售给“客户”的被视为侵权的产品退回，并在发生此类退回的情况下，向“客户”赔偿该等产品，最高金额等于“客户”就该等产品向“三安”支付的金额。</p> |

Such indemnification shall only be due by the San'an provided that Customer (i) promptly notifies San'an in writing of the claim of infringement and (ii) allows San'an to exclusively control, and co-operates with San'an in, the defense of the claim and any related settlement.

8.2 Such indemnification above shall not apply to any claim of infringement:

- (i) involving Products made, provided or modified by San'an in compliance with the instructions, requirements or specifications of Customer and/or its affiliates, customers or suppliers, or utilizing the intellectual property of Customer and/or its affiliates, customers or suppliers, including process and/or product technology or technology jointly-owned with Seller;
- (ii) deriving from the combination or use of a Product by Customer and/or its affiliates, customers or suppliers with any other product, software, service, or technology, even if such Product is used in its intended manner or has no substantial use other than as part of such combination or use;
- (iii) deriving from any modifications of Products;
- (iv) deriving from the use of the Product in any manner inconsistent with its intended manner; or
- (v) deriving from the Product's compliance with any industry or proprietary standard or Customer's and/or its affiliates', customers' or suppliers' use of the Product to enable the implementation of any such industry or proprietary standard.

8.2 上述赔偿不适用于以下任何侵权索赔:

- (i) 涉及三安根据客户及/或其关联方、客户或其供应商的指示、要求或规格制造、提供或修改的产品, 或使用客户及/或其关联方、客户或其供应商的知识产权;
- (ii) 由客户和/或其关联方、客户或供应商将产品与任何其他产品、软件、服务或技术结合或使用而产生的, 即使该产品已按其预期方式使用, 或除了作为该组合或使用的一部分之外没有实质性用途;
- (iii) 因产品的任何修改而产生的;
- (iv) 因产品的使用方式与其预期方式不一致而产生的; 或
- (v) 因产品符合任何行业或专有标准, 或因客户和/或其关联方、客户或供应商使用产品以实施任何该行业或专有标准而产生的。

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| <p>9 Order Cancellation and Rescheduling.</p> <p>9.1 Any cancellation should have the written acceptance by San'an in prior of the order revoke by Customer. Non-standard items are not cancellable under any circumstances. Rescheduling by Customer may only be done once for any Order, and the rescheduled shipping date may not be more than 90 days from the original Confirmed Shipping Date.</p> <p>9.2 No other cancellation or rescheduling by Customer shall be effective with respect to any Order. San'an shall have the right to cancel any unfilled Order on written notice to Customer in the event that Customer breaches any term hereof, becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of its business.</p> | <p>9 订单取消和重新安排</p> <p>9.1 订单的取消必须在客户撤销订单之前得到三安的书面同意。非标准项目在任何情况下都不能取消。对于任何订单，客户只能重新安排一次装运日期，并且重新安排的装运日期不得超过原确认装运日期的 90 天。</p> <p>9.2 对于任何订单，客户的任何其他取消或重新安排均不有效。如果客户违反本协议的任何条款、资不抵债、被裁定破产、申请或同意任何破产重组法规下的任何救济，或在正常业务过程中无法履行其财务义务，三安有权以书面通知客户取消任何未完成的订单。</p> |
| <p>10 Force majeure</p> <p>Neither San'an nor the Customer accepts liability for damage of any kind if obstacles occur which they are unable to prevent in spite of all due care, irrespective of whether these occur at San'an, the Customer or a third party. Such obstacles are, for example, epidemics, pandemics, mobilization, war, revolts, severe interruptions of operations, accidents, labor disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, non-availability of important work pieces, magisterial injunctions or omissions, embargos, export or import restrictions, acts of God or any other circumstances which are, to a large extent, beyond the control of San'an or the Customer. Payments, however, may not be retained or delayed with reference to such circumstances. In such cases, both parties shall, without delay, undertake all effective measures which can be expected</p> | <p>10 不可抗力</p> <p>对于双方已尽职尽责但仍无法避免其发生的任何类型损失（无论是在三安、客户或第三方处发生），三安及客户均无须负责。此类情况包括但不限于地区性和全球流行病、武装动员、战争、叛乱、严重经营中断、事故、劳工纠纷、原材料、半成品或制成品的延迟或错误交付、重要工件无法获得、政府禁令或不作为、禁运、进出口限制、天灾或在很大程度上超出三安或客户控制的任何其它情况。但在此类情况下，不得发生付款延迟或扣留。在此类情况下，双方应立即采取所有有效措施防止损失发生或在损失已经发生的情况下将损失程度降至最低，不得拖延。</p> |

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| <p>of them to prevent damage, or if damage occurs, to minimize the degree of this damage as far as possible.</p> | |
| <p>11 Governing Law This General T&Cs of Sale shall be governed by and construed in accordance with the laws of the People's Republic of China (for the purpose of this T&Cs, the laws of the People's Republic of China do not include the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region), and the laws of the people's Republic of China do not include its conflict of laws norms. The United Nations Convention on the International Sale of Goods is expressly excluded.</p> | <p>11 适用法律 本通用销售条款与条件受中华人民共和国法律管辖并按照中华人民共和国法律进行解释（就本条款与条件而言，中华人民共和国法律不包括香港特别行政区、澳门特别行政区和台湾地区的法律），中华人民共和国法律不包括其法律冲突规则。明确排除《联合国国际货物销售合同公约》的适用。</p> |
| <p>12 Arbitration Any dispute arising out of or in connection with this General T&Cs, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute can not be resolved within thirty (30) days after the initiation of the consultation, each Party may submit the same to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the Arbitration Rules of the CIETAC then being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of two arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the Chairman of CIETAC. In case the Parties can not agree on the arbitrator to be appointed, all three arbitrators of the tribunal shall be appointed by the Chairman of CIETAC. The language of the</p> | <p>12 仲裁 所有由条款与条件引起的争议，包括任何有关本条款与条件存在、有效性及终止的问题和争议，应首先由各方通过友好协商解决。如果该等争议无法在自协商开始之日起三十（30）日内解决，则任何一方均有权将相关争议提交中国国际经济贸易仲裁委员会（“仲裁委员会”）按仲裁委员会当时有效的仲裁规则（该等规则应被视为已由各方加入本条款中）进行仲裁。仲裁庭应由三（3）名仲裁员组成，本条款与条件买方和卖各自指定一（1）名仲裁员，第三名仲裁员将由仲裁委员会的主任指定。如各方未能就仲裁员指定达成一致，则仲裁庭三名仲裁员均由委员会主任指定。仲裁采用英文进行，仲裁地位于北京。仲裁裁决将为终局的，对各方具约束力。败诉方将承担并支付所有的仲裁费用。</p> |

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| <p>arbitration proceedings shall be English and the arbitration procedure shall be held in Beijing. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration.</p> | |
| <p>13 Severability If any terms(s) of the Purchase Order is invalid or unenforceable under any law, regulation, rule, legislative document or judicial interpretation, such term(s) will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, rule, legislative document or judicial interpretation, and the remaining provisions of the Purchase Order will remain in full force and effect.</p> | <p>13 条款可分割性 如果根据任何法律、法规、规章、规范性文件或司法解释，采购订单中的任何条款无效或无法执行，则该条款将视情况，被视为修改或删除，但仅在符合该法律、法规、规章、规范性文件或司法解释必要的限度内，且采购订单的其余条款仍将完全有效。</p> |
| <p>14 Notices All notices, claims and other communications to San'an required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by San'an. Customer's failure to provide any notice, claim or other communication to San'an in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.</p> | <p>14 通知 采购订单项下所要求的或准许的给三安的所有通知、索赔和其他通讯，应以书面形式提出，并在三安收到后生效。客户未能按照采购订单规定的方式，在规定的时间内，向三安提出任何通知、索赔和其他通讯，将构成客户对其在作出该等通知、索赔和其他通讯之时所拥有的任何及所有的权利和救济的放弃。</p> |