

BEAMEX Measurement Technology (Shanghai) Co., Ltd. GENERAL TERMS OF SALE (12/2022)**贝美克斯测量技术（上海）有限公司 一般销售条款（12/2022）**

1. DEFINITIONS; SCOPE OF APPLICATION. In these general terms and conditions (the “Terms”) the supplier or service provider shall mean Beamex Measurement Technology (Shanghai) Co., Ltd. (the “Supplier”), the customer shall mean the company, corporation or person with whom any agreement is concluded or to whom any order confirmation is addressed (the “Customer”) (together, the “Parties”), the goods shall mean the hardware and software supplied by the Supplier to the Customer (the “Goods” or separately the “Hardware” and/or the “Software”) and the services shall mean the services provided by the Supplier to the Customer (the “Services”). The Supplier offers Goods and Services for sale exclusively in accordance with these Terms and these Terms shall exclusively apply to all Goods sold and Services provided by the Supplier to the Customer, even if the Customer provides the Supplier different or additional terms in connection with a purchase order, order confirmation or other document. Any other than these Terms shall be applied only when an authorized representative of the Supplier expressly agrees in writing to apply such terms.

1. 定义和适用范围。一般条款（“条款”）中供应商和服务提供商指贝美克斯测量技术（上海）有限公司（“供应商”）；客户指与之签订任何协议或向其发送任何订单确认书的公司、企业或个人（“客户”）（合称“双方”）；商品指供应商向客户提供的硬件和软件（“商品”或分别称作“硬件”和/或“软件”）；服务指供应商向客户提供的服务（“服务”）。供应商仅根据本条款销售商品和提供服务，即使客户向供应商提供了与采购订单、订单确认书或其他文件相关的不同或附加条款，本条款仍是供应商向客户提供所有销售商品和服务的唯一适用条款。本条款以外的任何其他条款，仅在供应商授权代表以书面形式明确同意适用此类条款的情形下适用。

2. FORMATION OF AN AGREEMENT. The Supplier's offers are non-binding until accepted by the Customer by issuing a purchase order in

compliance with these Terms and acknowledged by the Supplier in the form of a written order confirmation with signature and chop (the “Order Confirmation”). An Order Confirmation is a binding agreement between the Supplier and the Customer (“Agreement”). Unless otherwise described herein, changing or cancelling an Order Confirmation requires mutual agreement.

2. 协议达成。 供应商的报价在客户收到后按照本条款约定发出采购订单、并经供应商书面签字盖章确认（“订单确认书”）后才具有约束力。订单确认书是供应商与客户之间具有约束力的协议（“协议”）。除非本条款另有说明，否则更改或取消一个订单确认书需经双方同意。

3. PRICES AND PRICE ADJUSTMENT. The purchase price for the Goods or Services is the price specified by the Supplier in its Order Confirmation. The purchase prices do not include taxes (e.g. value added tax) or any other public charges, which are additional and payable by the Customer, unless otherwise agreed. Value added tax will be added to prices in accordance with regulations in force from time to time. Possible costs related to freight, insurance shall thus be added to the purchase price as agreed upon separately in writing between the Parties. Should, after an agreement has been concluded and entered into, the purchase, production, transport or any other costs relating to the Goods or Services fluctuate by more than five (5) percent due to changes in the rates of exchange, the Supplier shall be entitled to revise the price accordingly. Should, after an agreement has been concluded and entered into, export or import duties, custom charges, taxes on export, import or delivery or similar duties or charges fluctuate by more than five (5) percent or should new duties, taxes and/or charges be introduced and implemented in respect of the Goods or Services, the Supplier shall be entitled to revise the price accordingly.

3. 价格与价格调整。 商品或服务的购买价格是供应

商在其订单确认书中指定的价格。除非另有约定，否则购买价格税费（如增值税）或任何其他公共收费，这些费用应由客户额外支付。增值税将根据当时有效规定添加到价格中。因此，与商品的运输、保险相关的可能费用，应经双方另行书面商定后添加到购买价格中。倘若在签订协议后，由于汇率变化，与商品或服务有关的购买、生产、运输或任何其他成本上下波动百分之五（5）以上，供应商有权相应地修改价格。倘若在签订协议后，进出口关税、海关费用、进出口税或交付税或类似关税或费用上下波动百分之五（5）以上，或引入和实施新的商品或服务关税、税款和/或收费政策，供应商有权相应地修改价格。

4. PAYMENT AND CREDIT ACCOUNTS. All payments by the Customer to the Supplier shall be made in advance to an account specified in the Supplier's Order Confirmation, unless the Parties agree otherwise in writing. The Parties may agree in writing that payment shall be made after the delivery of the Goods and within thirty (30) days from the date of the Supplier's invoice, in which case the Parties shall agree in writing upon a credit limit and the terms and conditions thereof. If the credit limit is exceeded, the Supplier is entitled to demand for payment in advance and refrain from delivering the Goods and/or performing the Services during the time the credit limit is exceeded. In case it can reasonably be assumed that the Customer will not fulfill its obligation to pay the purchase price, the Supplier is entitled to demand a bank guarantee or equivalent security accepted by the Supplier to be given as security for full payment before continuing with or delivering any order. If the Customer does not offer such security, the Supplier shall be entitled to early terminate the Agreement. In case of delayed payment, the Supplier is entitled to collect 5% contract value from the Customer for the time of the delay. If the Customer has not made full payment within two (2) months from the due date of the Supplier's invoice, the Supplier shall be entitled, by written notice to the Customer, to terminate the Agreement for breach and claim compensation for all costs, expenses and damages occurred.

4. 支付与信用账户。除非双方另有书面约定，否则客户应向供应商在订单确认书中指定的账户预付的所有价款。双方可以书面约定在商品交付后和供应商发票日期起三十（30）天内支付价款；在这种情况下，双方应书面约定信用额度及授信条款。如果价款超过信用额度，供应商有权要求提前付款，并且在超过信用额度期间暂停交付商品和/或履行服务。如果可以合理地认为客户不会履行购买价款的支付义务，则供应商有权在继续或交付任何订单之前，要求提供供应商可以接受的银行担保或同等保证，作为全额付款的保证。倘若客户不提供此类担保，供应商有权提前解除协议。倘若客户逾期付款，供应商有权向客户收取合同金额的5%逾期付款。倘若客户在供应商发票到期日后两（2）个月内仍未付清全部价款，供应商有权书面通知因客户违约而提前解除协议，且有权要求客户赔偿因此造成的所有成本、费用和损害。

5. DELIVERIES. Unless otherwise agreed upon in the Order Confirmation, the delivery condition is Ex Works the Supplier's premises in Beamex Measurement Technology (Shanghai) Co., Ltd.. The Supplier may specify an estimated date for the delivery of the Goods in its Order Confirmation. Such estimation is not binding upon the Supplier and the Customer shall not be entitled to any compensation whatsoever for delays. The Supplier shall thus not be liable for any direct or indirect losses or damages incurred by the Customer due to a delay in the delivery. Incoterms 2020, issued by the International Chamber of Commerce, shall apply to all deliveries of the Goods.

5. 交付。除非在订单确认书中另有约定，否则交货条件为供应商中国公司所在地交货。供应商可以在其订单确认书中指定商品预计交付日期。但是此预计交付日期对供应商不具有约束力，客户无权因逾期索要任何赔偿。因此，供应商不对因逾期交货客户遭受的任何直接或间接损失或损害负责。国际商会颁布的《2020年国际贸易术语解释通则》适用于所有商品交付。

6. SERVICES TERMS AND CONDITIONS. In addition to these general terms and conditions, the Supplier's Additional Terms for Sale and Provision of

Services shall be applied to Services provided by the Supplier to the Customer. To the extent that there is a conflict among these general terms and conditions and the additional services terms, the additional services terms shall take precedence.

6. 服务条款与条件。除上述这些一般条款外，供应商附加销售与服务条款也将适用于供应商向客户提供的服务。倘若这些一般条款与附加服务条款之间出现冲突，则以附加服务条款为准。

7. WARRANTIES. 保修条款

a. Limited Warranty; Warranty Period. The Supplier warrants that the Hardware is free from defects in material and workmanship under normal use and service during the warranty period. Normal wear and tear and the need for regular maintenance or recalibration do not constitute a defect. Consumable items such as carrying cases, cables or test leads are not warranted. The Supplier does not make any warranties regarding functionality and operation of Software. The warranty extends only to the original end user of the hardware product. If the Supplier delivers warranty terms for Hardware in connection with the delivery that conflict with these terms, then the terms delivered in connection with the Hardware delivery shall be applied. The warranty period for the Hardware is twelve (12) months from the date of EXW delivery, unless a longer warranty period is specified by the Supplier in separate warranty terms attached to the Hardware delivered to the Customer.

a. 有限保修；保修期限。供应商保证，保修期内硬件在正常使用和服务的情形下不会出现材料和工艺缺陷。正常磨损以及定期维护或再校准不构成缺陷。手提箱、电缆或测试引线等消耗品不在保修范围内。供应商不对软件的功能和运行做出任何保证。本保修条款仅适用于硬件产品的原始终端用户。如果供应商随同硬件交付提供的保修条款与本保修条款相冲突，则以硬件交付时提供的保修条款为准。硬件保修期为自工厂发货之日起十二（12）个月，除非供应商在交付给客户的硬件中所附的单独保修条款中约定了更长的保修期。

b. Exclusive Remedies. IN THE EVENT OF BREACH

OF THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SUPPLIER'S ONLY OBLIGATION UNDER THIS WARRANTY IS TO (AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY), AT ITS OPTION AND SUBJECT TO LAW, TO REPAIR OR REPLACE THE HARDWARE, PROVIDED THAT THE CUSTOMER HAS NOTIFIED THE SUPPLIER OF THE WARRANTY DEFECT IN WRITING DURING THE WARRANTY PERIOD. THE CUSTOMER'S NOTIFICATION MUST ALSO INCLUDE A DETAILED DESCRIPTION OF THE NON-CONFORMANCE OF THE HARDWARE WITH THESE WARRANTY TERMS. THE CUSTOMER SHOULD RETURN THE HARDWARE DIRECTLY TO THE SUPPLIER, AN AUTHORIZED SERVICE CENTRE OF THE SUPPLIER OR A DISTRIBUTOR OF THE SUPPLIER AT THE CUSTOMER'S EXPENSE DURING THE WARRANTY PERIOD. THE SUPPLIER WILL RETURN THE REPAIRED OR REPLACED HARDWARE TO THE CUSTOMER FREE OF TRANSPORTATION COST EXCLUDING INSURANCE, TAXES, DUTIES OR OTHER IMPORT COSTS.

b. 排他性补救。若违反本有限保修约定，供应商在本保修条款下的唯一义务是（作为客户所获得的任何保修条款的唯一和排他性救济措施）自行选择并在受制于法律的情况下维修或更换硬件，前提是客户已在保修期内以书面形式通知供应商该硬件存在保修范围内的缺陷。客户的通知中还必须详细说明该硬件不符合这些保修条款的问题和内容。客户应在保修期内将硬件直接退回给供应商、供应商授权服务中心或供应商的分销商，费用由客户自行承担。供应商会免费将维修或更换后的硬件返回给客户，但不承担保险费、税费、关税或其他进口费。

c. Exceptions. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DEFECTS ARISING OUT OF OR RELATING TO MISUSE, MISAPPLICATION, HANDLING, ACCIDENTS, NEGLIGENCE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE HARDWARE IS NOT USED OR STORED IN ACCORDANCE WITH THE SUPPLIER'S INSTRUCTIONS.

c. 免责条款。上述有限保修条款，不适用于因误用、滥用、误操作、意外、疏忽、改动、不正当或非正常

使用、或未遵照供应商使用指示使用或保管硬件而引起或与之相关的缺陷。

d. Warranties for Software, Services and FB/MB

Products. The warranty set out in this Section above applies to Hardware only, whereas the limited warranty granted by the Supplier to Services or Software is specified in the Supplier's service-specific general terms or a license agreement provided by the Supplier in connection with the delivery of the Services/Software. The warranty set out in this Section does not apply to Beamex FB/MB products. All terms and conditions regarding defects in any FB/MB products included in the Products, as well as their exclusive remedies, are defined in their entirety in their own warranty terms.

d. 软件、服务和 FB/MB 系列产品保修条款。上述保修条款仅适用于硬件，而供应商提供的服务或软件有限保修条款，在供应商与特定服务相关的一般条款中或供应商交付服务/软件时提供的相关许可协议中约定。本节保修条款不适用于贝美克斯 FB/MB 系列产品。任何有关 FB/MB 系列产品的缺陷条款和排他性补救措施条款均在产品保修条款中获得完整的定义。

e. Warranties for Third-Party Products.

Sometimes the Supplier may sell or deliver third-party products together with Beamex-branded Goods. The warranty set out in this Section does not apply to products that are not Beamex-branded (i.e. third-party products), even if packaged or sold together with Beamex-branded Goods. The Supplier will pass on to the Customer all warranties received from the applicable third-party product manufacturer to the extent that they are transferable, but will not independently give any warranties, whether express or implied, for any third party products included in the Goods.

e. 第三方产品保修条款。供应商有时可能会将贝美克斯品牌商品与其它第三方产品一起销售或交付。本节所述保修条款不适用于非贝美克斯品牌商品（即第三方产品），即使该第三方产品与贝美克斯品牌商品一起包装或销售，也不适用本节所述保修条款。供应商会向客户转让从第三方产品生产处获

得的所有适用保修条款（只要此类保修条款可转让），但供应商不单独就商品中所包括的第三方产品提供任何明示或暗示的保证。

f. Disclaimer and Exclusions. THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE GOODS BEING FIT FOR ANY GENERAL OR SPECIFIC PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY THE SUPPLIER. THE SUPPLIER GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE HARDWARE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY THE SUPPLIER IN ITS ENTIRETY. THE SUPPLIER SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS THAN WHAT HAS BEEN STATED HEREIN.

f. 免责声明和排除。除非供应商另有明确书面说明，否则供应商不就商品的一般或具体用途的适合性承担任何明示或暗示的责任。除本条款中约定的保证内容以外，供应商不对硬件提供任何其他保证，因此本保修条款中完整约定了供应商提供的全部保证内容。除本节所述外，供应商对缺陷不承担任何其他义务。

8. TITLE AND LICENSE; RISK OF LOSS. The title to the Hardware shall pass to the Customer when full payment has been made to the Supplier. Risk of loss will transfer to the Customer in accordance with the applicable Incoterms delivery terms. Once full payment has been made to the Supplier, the Customer is granted a non-exclusive license to use the Software in accordance with the terms specified in a separate license agreement provided by the Supplier in connection with the delivery of the Software.

8. 所有权和许可；灭失风险。硬件的所有权应在客户向供应商全额付款后转移给客户。灭失风险将根据适用的《国际贸易术语解释通则》交货条款转移给客户。客户向供应商付清全款后，将根据供应商提供的与软件交付相关的单独许可协议中的条款约定，获得非排他性软件的使用许可。

9. DESIGN CHANGES. The Supplier reserves the right to make changes in design to the Goods prior to the delivery without any obligation to install such design changes on previously sold Goods.

9.设计变更。 供应商保留在交付前对商品进行设计变更的权利，但没有义务在先前已售商品上进行此类设计变更。

10. INTELLECTUAL PROPERTY. All intellectual and industrial property rights shall remain the Supplier's exclusive property, unless otherwise agreed upon in writing. The Customer is granted a non-exclusive license to use Supplier's intellectual property rights in its internal operations, to the extent they are embedded or incorporated in the Hardware, software or other materials or work results provided by the Supplier to the Customer. The Customer shall not have a right to sell, transfer or otherwise assign a license to the work results (including without limitation software, documents, data and other materials) provided by the Supplier to the Customer. If the Supplier delivers Software (including without limitation program updates, new versions, new revisions, system integration modules, modifications and corrections) to the Customer, the intellectual property rights of the software shall remain the property of the Supplier or the applicable third party owner and the Supplier's standard software license terms will be applied to the software.

10. 知识产权。 除非另有书面约定，否则所有知识产权和工业产权均为供应商的专有财产。客户获得在其内部运营过程中使用供应商知识产权的非排他性许可，前提是这些知识产权被嵌入或融入供应商提供给客户的硬件、软件或其他材料或工作成果之中。客户无权出售、转让或以其他方式分配供应商向客户提供的工作成果（包括但不限于软件、文件、数据和其他材料）的许可。虽然供应商向客户交付软件（包括但不限于程序更新、新版本、新修订、系统集成模块、修改和更正），但该软件的知识产权仍归供应商或适用的第三方所有者所有，并且供应商的标准软件许可条款将适用于该软件。

11. THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY. The Supplier shall

defend any suit against the Customer arising out of any actual patent or copyright infringement of a valid patent or registered copyright, to the extent based on the Goods developed and provided by the Supplier, and indemnify for any final judgment awarded against the Customer by a court of competent jurisdiction as a result from such suit or settle such suit at no cost to the Customer provided that (a) the Customer notifies the Supplier promptly as it is apprised of the third-party claim; (b) the Customer permits the Supplier to handle defendant's case or settlement; and (c) the Customer gives the Supplier all reasonable assistance and information (at the Customer's expense) available as well as all necessary authorizations. Because the Supplier has exclusive control of resolving infringement claims hereunder, in no event will the Supplier be liable for the Customer's attorney fees or costs. Notwithstanding the foregoing, the Supplier shall have no obligation or liability for any claim or proceeding against the Customer arising out of or based upon (i) data or material provided by the Customer or the Supplier's compliance with instructions given by the Customer (ii) the combination, operation or use of the Goods manufactured and delivered by the Supplier with any hardware, products, programs or data not supplied by the Supplier, if such infringement would have been avoided but for such combination, operation or use or (iii) the modification of the Goods by the Customer. Furthermore, the Customer agrees to indemnify and defend the Supplier to the same extent and subject to the same restrictions set forth in the Supplier's obligations to the Customer as set forth in this Section for any suit against the Supplier based upon a claim alleging the Supplier's infringement resulting from (i), (ii) or (iii) of this clause. If a claim is made or the Supplier believes that a claim is likely, the Supplier may, at its option, obtain for the Customer the right to continue using the Goods or other work results provided by the Supplier; or (b) replace or modify the Goods so that they become non-infringing. If none of the above-mentioned alternatives is reasonably available, the

Customer shall stop the use and any other exploitation of the Goods or other work results provided by the Supplier, in which case the Supplier shall refund all payments paid by the Customer for the infringing Goods, less a reasonable depreciation for use, damage and obsolescence. This Section states the parties' sole and exclusive obligations and their exclusive remedies with respect to third party intellectual property infringements or claims thereof.

11. 第三方知识产权侵权赔偿。 供应商应为与有效专利或注册版权相关的任何实际专利或版权侵权行为而引起的针对客户的任何诉讼进行辩护，以供应商开发和提供的商品为上限，对于管辖权法院因此类诉讼而对客户作出的任何不利最终判决提供免责，或不让客户承担费用的情况下就此类诉讼达成和解，但前提是 (a) 客户在得知第三方索赔时应立即通知供应商；(b) 客户允许供应商处理被告的案件或达成和解；以及 (c) 客户（自费）向供应商提供所有可用的合理协助和信息以及所有必要的授权。由于供应商对解决本条款项下的侵权索赔拥有排他性的控制权，因此在任何情况下，供应商均不承担客户的律师费或成本。尽管有上述约定，供应商对因以下原因引起或基于以下原因引起的任何针对客户的索赔或法律程序不承担任何义务或责任：(i) 客户提供的的数据或材料；或供应商遵守客户指示 (ii) 将供应商生产交付的商品与非供应商提供的硬件、产品、程序或数据组合、操作或使用；要不是此类组合、操作或使用，侵权本可以避免，或 (iii) 客户对商品进行修改而导致侵权。此外，对于因以上 (i)、(ii) 或 (iii) 情形导致供应商被侵权索赔而针对供应商提起的任何诉讼，客户同意以本节供应商对客户的义务中约定的相同程度和相同限制使供应商免责和为供应商进行辩护。如果第三方已主张权利或供应商认为第三方有可能主张权利，供应商可以选择，(a) 为客户争取继续使用供应商提供的商品或其他工作成果的权利，或 (b) 更换或修改商品，使其不侵权。如果无法合理落实上述选择方案，客户应停止使用并不再以任何其他形式利用供应商提供的商品或其他工作成果，在这种情况下，供应商应减去合理的使用折旧费、损坏费和过时费后，退还客户为侵权商品支付的所有价款。本节约定了双方对第三方知识产权侵权或其索赔的唯一和排他性义务及相应的排他性补救措施。

12. LIMITATION OF SUPPLIER'S LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, SUPPLIER'S AGGREGATE CUMULATIVE LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE RESPECTIVE GOODS OR SERVICES. FURTHERMORE, IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THESE LIMITATIONS OF SUPPLIER'S LIABILITY SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW.

12. 供应商的责任范围。 即使本条款中有其他相反约定，无论是由违约、侵权（包括疏忽）、保证或其他原因引起或与之相关的赔偿，供应商的总累计责任在任何情况下均不得超过客户为相应商品或服务支付的总金额。此外，供应商在任何情况下均不对客户或任何第三方的任何后果性、附带性、间接性、惩戒性、特殊或惩罚性损害负责，包括因业务中断、使用权丧失、数据丢失、收入或利润损失而造成的任何损害；无论该损害或损失是否因违反合同、侵权（包括疏忽）或其他原因引起的，供应商均不承担责任。上述供应商责任范围应在适用法律强制规定允许的最大范围内适用。

13. MISCELLANEOUS. Rights or obligations herein may be transferred to a third party only with the prior written consent of both Parties. Any failure of the Supplier to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. In case the Supplier is prevented from fulfilling its obligations due to circumstances beyond the control of the Supplier, such as wars, governmental restrictions and actions, events that prevent from acquiring raw materials,

fires, or other incidents in production, storing, or transportation, strikes or any other equivalent circumstances, the Customer shall have no right to damages or any other compensation whatsoever from the Supplier. These Terms, plus the additional agreed upon terms of the Agreement (relating only to prices; time, location and terms of delivery/performance; Supplier's technical specifications; quantity of Goods to be delivered; and scope of work for Services performed) contain the entire agreement between the Parties with regard to the subject matter hereof and supersede all prior agreements relating to such subject matter. Information, terms, warranties, specifications or conditions contained in the Supplier's website, brochures and other marketing materials are not binding and applicable unless incorporated herein by express written agreement.

13. 其他。只有在双方事先书面同意的情况下,本条款中的权利或义务才能转让给第三方。供应商未能行使其在本条款下的任何权利,不构成或被视为放弃或丧失此类权利。如果出于供应商无法控制的情况(例如战争、政府限制和行动、阻止获取原材料的事件、火灾或其他生产、储存或运输中的事件、罢工或任何其他类似情况)使得供应商无法履行其义务,则客户无权要求供应商提供损害赔偿或任何其他赔偿。本条款以及协议中约定的附加条款(仅与价格;交货/履行时间、地点和条款;供应商的技术规格;应交付货物数量;履行服务的工作范围有关)包含双方之间关于本条款项中标的物的完整协议,并取代与该标的物有关的所有先前协议。除非在本条款下附上明确的书面协议,否则供应商网站、宣传册和其他营销材料中包含的信息、条款、保证、规格或条件均不具有约束力和适用性。

14. EXPORT CONTROL. The Parties agree that the Goods and associated technical information are delivered subject to all applicable export controls or restrictions imposed by any country or organization which are enforceable in the jurisdiction of the Supplier, including without limitation the Supplier's domicile, the United Nation, the European Union and the USA. The Customer agrees that it will not import or export, re-export, trade, ship or transfer,

directly or indirectly the Goods and associated technical information against such controls or restrictions.

14. 出口管制。双方一致同意,商品和相关技术信息的交付受任何国家或组织在供应商司法管辖区内可强制实施的所有适用出口管制或限制政策的约束,包括但不限于供应商的住所、联合国、欧盟和美国。客户同意不违背此类管制或限制政策,直接或间接进口或出口、再出口、交易、运输或转让商品和相关技术信息。

15. APPLICABLE LAW AND DISPUTE RESOLUTION.

An Agreement shall be governed by the laws of the Supplier's domicile, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or in connection with an Agreement (with the exception of claims by the Supplier concerning due receivables) shall be finally settled by arbitration. All disputes in connection with the sales Contract or the execution thereof shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the disputes shall then be submitted to China International Economic and Trade Arbitration Commission, Shanghai Sub-commission for arbitration in accordance with the Rules of Arbitration of China International Economic & Trade Arbitration Commission. The decision of the Arbitration Commission shall be final and binding upon both Parties. Neither Party shall seek recourse to a court or other authorities to appeal for revision of the decision. The arbitration fee shall be borne by the losing Party. The Supplier shall, however, have the right to bring up any claim, related to an Agreement and based on a due receivable from the Customer, in the district court where the Supplier is domiciled.

15. 适用法律和争议解决。协议应受供应商住所地的法律管辖,不考虑其法律冲突规则。《联合国国际货物销售合同公约》不适用。因协议引起或与协议有关的任何争议(除供应商提出的与应收款相关的权利主张外)最终应通过仲裁解决。凡因执行销售合同所发生的一切争议,双方应通过友好协商解决;

如果协商不成，则提交中国国际经济贸易仲裁委员会上海分会，根据中国国际经济贸易仲裁委员会仲裁规则进行仲裁。仲裁裁决是终局的，对双方都有约束力。仲裁费由败诉方承担。任何一方均不可向法院或其他机构申诉以求推翻仲裁裁决。但是，供应商有权向供应商所在地的地方法院提出任何与协议有关的并基于客户到期应收款的诉讼。

16. Language

These terms and conditions (including those additional ones and annexes attached hereto) are written in both English and Chinese languages and in the event of any discrepancies between the two versions, they shall be interpreted according to the purpose of the Agreement.

16.语言

这些条款（包括在此的附加条款以及附件）用中英两种语文书就。两种文本如有歧义，应按协议目的进行解释。

**BEAMEX MEASUREMENT TECHNOLOGY (SHANGHAI) CO., LTD. ADDITIONAL TERMS FOR SALE AND
PROVISION OF SERVICES (12/2022)**

贝美克斯测量技术（上海）有限公司销售与服务附加条款（12/2022）

1. APPLICABILITY OF THE TERMS.

1. 条款适用范围

a. General Terms and Conditions for Provision of Services. The terms and conditions in Sections 1 to 14 contain general terms and conditions to sale and performance of Services and, in addition to the Beamex Measurement Technology (Shanghai) Co., Ltd. General Terms of Sale (12/2022), they apply always when Supplier provides Services to the Customer.

a. 一般服务条款。第 1 节至第 14 节中的条款为一般服务出售与履行条款，它们和贝美克斯测量技术（上海）有限公司一般销售条款（12/2022）一起，在供应商向客户提供服务时始终适用。

b. Service-Specific Additional Terms and Conditions. In addition to the general services terms and conditions referred above, the terms and conditions in Sections 15 to 19 apply to provision of Consultancy Services, the terms and conditions in Sections 20 to 27 apply to provision of Software Support Services and the terms and conditions in Sections 28 to 32 apply to provision of Recalibration and Service. If there is any discrepancy between the general terms in sections 1 to 14 and the service-specific additional terms in applicable sections as referred above, the service-specific additional terms will take precedence.

b. 特定服务附加条款。除上述一般服务条款外，第 15 节至第 19 节中的条款还适用于咨询服务，第 20 节至第 27 节中的条款还适用于软件支持服务，第 28 节至第 32 节中的条款还适用于再校准与服务。如果第 1 节至第 14 节一般条款与特定服务附加条款之间的部分适用章节存在任何差异，则以特定服务附加条款为准。

2. DEFINITIONS. (1) “Annex” means a document which the Parties, by a mutual agreement attach to an Agreement. All Annexes shall be subject to these Terms. (2) “Supplier’s Software License Agreement”

means the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

2. 定义。(1) “附件”指经过双方一致同意附随在协议之后的文件。所有附件均应受本条款约束。(2) “供应商软件许可协议”指在协议订立之时同步生效的《贝美克斯软件许可协议》中的条款。

3. SCOPE OF SERVICES. The scope of the Services the Supplier is obligated to perform as well as all related tasks and duties and the schedule for performing the Services are outlined in the quotation, service description or annex attached to an Agreement. The Supplier shall perform the tasks and duties related to the Services remotely in its location, unless otherwise specifically agreed in writing. Supplier will not have any other obligations than those specifically described in a quotation, service description or an annex to this Agreement. The Supplier shall perform its duties and tasks with the degree of care and professional skill normally exercised under similar circumstances by suppliers performing the type of services to be performed under an Agreement.

3. 服务范围。供应商有义务履行的服务范围、以及履行服务的所有相关任务、责任和时间表均在报价单、服务描述或协议附件中说明。除非另有书面明确约定，否则供应商应在其所在地远程履行与服务相关的任务和职责。除报价单、服务描述或协议附件中明确描述的义务外，供应商不承担任何其他义务。供应商应以认真的态度和专业的技能履行其职责与任务，上述态度和技能是供应商在类似情况下履行协议项中服务类型时所通常应该持有的。

4. INDEPENDENT CONTRACTOR. Each Party is an independent contractor and not an agent, joint venture or employee of the other. The Customer has no authority to and agrees that it will not bind the Supplier in any manner and will not represent itself as an employee or agent of the Supplier.

4. 独立合同方。各方都是独立合同方，并非对方的代理、或形成合资企业关系或雇佣关系。客户无权也同意不得以任何形式约束供应商，也不得以供应商的雇员或代理的身份对外代表。

5. THE SUPPLIER'S GENERAL OBLIGATIONS. The Supplier shall perform its duties and tasks in conformance with an Agreement. The Supplier shall perform its duties and tasks in a good, workmanlike manner.

5. 供应商一般义务。供应商应按协议履行其职责和任务。供应商应以状态良好、技术娴熟的方式履行其职责和任务。

6. THE CUSTOMER'S GENERAL OBLIGATIONS.

6. 客户一般义务。

a. Customer's Tasks and Duties. The Customer shall contribute to the implementation of the Services using reasonable efforts. The Customer shall provide the Supplier without unnecessary delays and at the Customer's expense all data, material, instructions and resources (including without limitation access to Customer's premises, computers, software and data processing systems as well as contact with people and information regarding updates made to operating environment), which the Supplier reasonably needs for performing its Services obligations under an Agreement. The Customer shall be liable for the correctness, adequacy, completeness, accuracy and fitness for a particular purpose of the data, material, instructions and resources provided by it. The Customer shall be responsible for the suitability of the results of the Services for Customer's business purposes. In addition, the Supplier is not responsible for the Customer's special requirements or other similar details, unless otherwise specifically agreed in writing. The Customer shall be responsible for obtaining necessary authorizations required by law or regulatory authorities.

a. 客户任务和职责。客户应尽合理努力支持供应商履行服务。客户应尽量及时且自费向供应商提供供应商为履行其在协议项下的服务义务而合理需要的所有数据、材料、说明内容和各类资源（包括但不限于

于访问客户的场所、计算机、软件 and 数据处理系统、接触与操作环境更新相关的人员和信息)。客户应对其提供的数据、材料、说明内容和各类资源的正确性、充分性、完整性、准确性和针对特定用途的合适性负责。客户应对服务结果是否适合客户的业务目的负责。此外，除非另有明确书面约定，否则供应商不对客户的特殊要求或其他类似细节负责。客户应负责获得法律或监管机构要求的必要授权。

b. Site Conditions. If the Supplier or its employees, representatives or subcontractors perform Services on-site at Customer premises, the Customer is responsible for adequate safety measures for protecting the Supplier's property, employees and subcontractors at the Customer's site. Furthermore, the Customer is responsible for ensuring that the on-site Services are performed under conditions which comply with applicable health and safety laws and regulations for on-site working conditions. The Customer will inform the Supplier in advance in writing of the safety rules and regulations to be observed by personnel working on the site. If the Supplier considers that the on-site work performed by its employees or subcontractors cannot be continued due to safety reasons, the Supplier is entitled to remove its employees and subcontractors from the site without any liability to the Customer. The Customer will be responsible for all reasonable actual direct costs and expenses associated with the Supplier's delay and/or inability to perform any Services related to the Customer's failure to comply with this provision.

b. 场地条件。如果供应商或其员工、代表或分包商在客户场所提供现场服务，则客户有责任采取适当的安全措施，保护供应商的财产、员工和分包商在客户场所的安全。此外，客户有责任确保以遵守适用的施工现场健康与安全法律法规为前提执行现场服务。客户应提前书面通知供应商现场工作人员应遵守的安全规章制度。如果供应商认为出于安全考虑其员工或分包商不能继续进行现场工作，供应商有权将其员工和分包商从现场撤离，而无需对客户承担因此造成的任何责任。因客户不遵守本条约定导致供应商延迟和/或无法提供任何服务，由此产生的所有合理的实际直接成本和费用均由客户负责。

7. DATA PROTECTION AND DATA BACK-UP. Each Party shall be responsible for implementing sufficient measures for assuring the data protection and data security of its own data, equipment, software, networks and systems. The Customer acknowledges that the Supplier will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by the Customer together with Goods serviced under an Agreement. The Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

7. 数据保护与数据备份。各方都应负责采取充分措施确保自己的数据、设备、软件、网络和系统处于数据保护和数据安全状态。客户承认供应商不对客户可能随同协议项下商品一起提供的信息、软件或其他材料的安全性、保护或安全返还负责。客户理解其有责任对此类材料、信息和数据进行删除、备份或采取预防措施。

8. PROCESSING OF PERSONAL DATA. The Parties agree to collect, use, process and transfer personal data in compliance with local applicable laws and regulations. The Parties will agree in writing as to whether the Customer provides personal data to the Supplier relating to the purpose of an Agreement. The Customer is responsible for ensuring that it is entitled to provide such personal data for furthering the purposes of an Agreement.

8. 个人数据处理。双方同意遵照适用的法律法规要求，合法收集、使用、处理和传输个人数据。双方将以书面形式商定，客户是否向供应商提供与协议目的相关的个人数据。客户有责任确保其有权根据协议目的协助提供此类个人数据。

9. CONFIDENTIALITY. The Parties (a) shall not disclose to anyone any confidential information received from the other party and marked as confidential or which should be understood to be confidential, and (b) may not use such material or information for any other purpose than those set

forth in an Agreement. The confidentiality obligations shall, however, not be applied to the extent that the receiving Party can prove that any of that material and information: (a) was in the receiving Party's possession without an obligation of confidentiality prior to receipt from the disclosing Party; (b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of an Agreement by the receiving Party or; (c) is lawfully obtained by the receiving Party from a third party without an obligation of confidentiality, provided that third party is not, to the receiving Party's best knowledge, in breach of any obligation of confidentiality to the disclosing Party relating to that information; (d) is developed by the receiving Party independent of any confidential information; or (e) which a Party shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order. Each party shall promptly cease using confidential material and information received from the other Party, when the Party no longer needs the material or information in question for the purpose stated in an Agreement. At the request of the disclosing Party, the receiving Party shall execute reasonable measures to return or destroy all confidential information and materials in question. If the confidential information is not returned or destroyed, the confidential information shall be the subject to continuing obligations of confidentiality under an Agreement; but no further use shall be permitted as from the date of the request by the disclosing Party. The terms in this Section shall survive three (3) years after the termination or expiration of an Agreement.

9. 保密性。双方 (a) 不得向任何人披露从另一方收到并标记为保密或应理解为保密的任何保密信息，并且 (b) 不得将此类材料或信息用于协议中约定的目的以外的任何其他目的。然而，如果接收方能够证明这些材料和信息：(a) 在从披露方收到之前，接收方就已经拥有这些信息并没有保密义务；(b) 在披露时或之后在接收方不存在违约的情况下社会公众已经普遍可得到；或 (c) 由接收方从第三方合法获得并没有保密义务，前提是据接收方所知，该第三方不违反与该信息相关的任何对披露方的保密

义务；(d) 由接收方研发且独立于任何保密信息的信息；或 (e) 一方依照当局有关法律、法令或其他命令或司法命令的规定必须披露的信息；保密义务不适用。当一方不再需要有关保密材料或信息用于协议中所述目的时，该方应立即停止使用从对方收到的保密材料和信息。应披露方要求，接收方应采取合理措施返还或销毁所有有关保密信息和材料。如果不返还或销毁保密信息，则要按照协议约定继续肩负保密义务；但自披露方提出请求之日起，接收方不得继续使用此保密信息。本协议解除或到期后三 (3) 年内，双方仍然负有本条款项下约定的保密义务。

10. SUBCONTRACTORS. The Supplier is entitled to employ subcontractors to fulfill its obligations under an Agreement. The Supplier shall ensure that its subcontractors comply with confidentiality provisions equal or substantially similar as the confidentiality provisions specified in these terms. The Supplier shall be liable towards the Customer for all acts and omissions of subcontractors employed by the Supplier as for its own acts and omissions.

10. 分包商。 供应商有权雇用分包商履行其在协议中的义务。供应商应确保其分包商同等地遵守本条款项下的保密约定，或遵守与本条款项下的保密约定基本相似的保密约定。供应商应对供应商雇用的分包商的所有作为和不作为以及供应商自身的作为和不作为对客户负责。

11. PRICES; EXPENSES; PAYMENT TERMS. The Parties undertake to agree in writing and on beforehand upon all prices and charges related to the Supplier's performance of Services. If, however, the Parties fail to agree upon a certain price or charge beforehand, the Supplier's price list effective at the date of an order for the Services shall apply. If the Supplier performs the Services outside the Supplier's regular office hours at the Customer's request, the Supplier is entitled to invoice additional prices and charges in accordance with the agreed prices and charges or in their absence, the Supplier's effective price list. The prices shall be net prices exclusive of any taxes (such as value added tax), customs, public charges, installation costs which

shall be payable by the Customer, unless otherwise agreed. The Supplier shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Services and approved of by the Customer. The Supplier shall be entitled to invoice the travel and accommodation expenses according to the factual expenses. If the Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that the Supplier has notified the Customer thereof in writing, the Supplier shall be entitled to refrain from its performance under an Agreement without any liability until the Customer submits all overdue payments to the Supplier. Furthermore, if the Customer's payment is delayed beyond the above-mentioned period, the Supplier is entitled to early terminate the Agreement in whole or in part, provided that (a) the Supplier has notified the Customer thereof in writing; and (b) the Customer has not given a bank guarantee or equivalent security accepted by the Supplier. Unless otherwise agreed in writing, the Supplier shall invoice the Customer for the Services upon completion thereof. Unless otherwise agreed in writing, the payment terms are thirty (30) days net from the date of the invoice.

11. 价格;费用;付款条件。 双方承诺事先以书面形式商定与供应商履行服务有关的所有价格和费用。但是，如果双方未能事先商定一定的价格或费用，则以供应商在服务订单生效之日的价格表为准。如果供应商应客户要求，在供应商的正常办公时间以外提供服务，供应商有权根据约定的价格和费用，或在没有约定的情况下，使用供应商上述有效价目表开具额外的价格和费用发票。除非另有约定，否则价格应为净价，不含客户应支付的任何税费（如增值税）、关税、公共收费、安装费或运费。当提供服务需要出差并经客户同意时，供应商有权按照约定每小时费率的百分之五十 (50) 收取出差小时费。供应商有权根据实际发生的费用开具差旅费、住宿费发票。如果客户的付款自发票到期日起逾期超过三十 (30) 天，并且供应商已就此事宜书面通知过客户，则供应商有权在客户向供应商付清所有逾期款项之前中止履行本协议，且不承担由此造成的任何责任。此外，如果客户逾期付款超过上述约定期限，

则供应商有权全部或部分解除本协议,但前提是 (a) 供应商已书面通知客户;以及 (b) 客户未提供供应商可以接受的银行担保或同等担保。除非另有书面约定,否则供应商应在服务完成后即向客户开具服务发票。除非另有书面约定,否则付款期限为自发票开具之日起三十 (30) 天内。

12. FORCE MAJEURE. The Supplier shall not be liable for delays or damages caused by an impediment beyond its control, which it could not have reasonably taken into account at the time of the conclusion of an Agreement, and whose consequences it could not reasonably have avoided or overcome. Force majeure events include without limitation wars, acts of God, pandemic, governmental lockdowns, restrictions and actions, events that prevent from acquiring raw materials, fires, disruption of supply chain or other incidents in production, storing, or transportation, strikes or any other equivalent circumstances. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Supplier is the target or a party of such an action. A force majeure event suffered by a subcontractor of the Supplier shall also discharge the Supplier from liability, if subcontracting cannot be made from another source without unreasonable costs or significant loss of time.

12. 不可抗力。 供应商不对其无法控制的障碍造成的逾期或损害负责,即供应商在签订协议时无法合理考虑到的障碍,并且也无法合理地避免或克服其后果。不可抗力事件包括但不限于战争、天灾、瘟疫大流行、政府封城、限制和行动、阻止获取原材料的事件、火灾、供应链中断或生产、储存或运输中的其他事件、罢工或任何其他同等情况。当供应商是罢工、停工、抵制和其他劳工行动的目标或此行动的一方时,罢工、停工、抵制和其他劳工行动属于不可抗力事件。如果供应商的分包商遭受不可抗力事件,在不产生过多成本或造成重大时间损失的情形下,仍无法找到其它分包来源时,也应免除供应商因此造成的逾期或损害责任。

13. DELIVERY OF DOCUMENTATION AND SOFTWARE. Unless otherwise agreed in writing, all

documentation and software that are part of the performed Services shall be delivered at a minimum in electronic form in files. Possible delivery methods include without limitation email, ftp transfer, CD and memory stick. Unless otherwise agreed, the terms of delivery for any goods related to Services shall be Ex Works the Supplier's premises (Incoterms 2020).

13. 文档和软件交付。 除非另有书面约定,否则所有文档和软件作为所提供的一部分,应至少放在文件夹中以电子文档的形式交付。可使用的交付方式包括但不限于电子邮件、ftp 传输、CD 和内存卡。除非另有约定,否则与服务有关的任何商品交付方式应为供应商所在地的工厂交货 (国际贸易术语解释通则 2020)。

14. TERM AND TERMINATION FOR BREACH.

14. 期限与违约解除

a. Term of Consultancy Services Agreement.

Unless otherwise agreed, an Agreement for provision of Consultancy Services will remain in full force and effect until both parties have completed all of their contractual obligations.

a. 咨询服务协议期限。 除非另有约定,否则咨询服务协议在双方完成其所有合同义务之前保持完全有效。

b. Term of Software Support Services Agreement.

Unless otherwise agreed in the Supplier's quotation or an Annex attached to an Agreement, an Agreement for provision of Software Support Services will be in force and valid for a fixed period of twelve (12) months from the effective date of the Agreement.

b. 软件支持服务协议期限。 除非供应商的报价单或协议附件中另有约定,否则软件支持服务协议将在该协议生效之日起十二 (12) 个月的固定期限内有有效。

c. Term of Recalibration and Service Agreement.

An Agreement for provision of Recalibration and Service will remain valid and in force until the Parties have fulfilled all of their contractual obligations.

c. 再校准和服务协议期限。 在双方完成所有合同义务之前,再校准和服务协议将保持完全有效。

d. Termination for Breach. Either Party is entitled to terminate an Agreement in whole or in part in the event that the other Party fails to comply with any material term of the Agreement, provided that such failure is not remedied within thirty (30) days that notice of such breach has been delivered to the Party in breach. If the Agreement is so terminated, the Supplier shall be entitled to, at minimum, payment of (i) the amount of all costs incurred by the Supplier in relation to the preparation of the

Services; and (ii) a proportion of the agreed fee equal to the proportion of the Services actually carried out.

d. 违约解除。如果一方未能遵守本协议中任意实质性条款，且违约方在收到此类违约通知三十（30）天内未及时进行补救，另一方有权全部或部分解除本协议。如果协议因此被解除，供应商应至少有权获得 (i) 供应商因准备服务而产生的所有成本费用；以及 (ii) 根据实际已经履行的服务按比例获得约定的服务费。

SERVICE-SPECIFIC TERMS FOR CONSULTANCY SERVICES

咨询服务特定服务条款

15. DEFINITIONS. (1) "Consultancy Services" means system supply, installation, training, system integration, consulting, database conversion/migration as well as validation services performed by the Supplier to the Customer.

15. 定义。 (1) "咨询服务"指供应商向客户提供的系统供应、安装、培训、系统集成、咨询、数据库转换/迁移、以及验证服务。

16. WARRANTY FOR CONSULTANCY SERVICES

16. 咨询服务保修条款

a. Limited Warranty; Warranty Period. The Supplier warrants that all Consultancy Services performed by it as well as all associated deliverables will conform to the descriptions provided by the Supplier in a quotation or a statement of work and will be performed in a good, workmanlike manner. The Supplier's only obligation under this warranty is to, at its sole discretion and at its expense, either to replace or to repair the work results of the Consultancy Services that are not in compliance with the warranty given above, provided that the non-compliance is covered by this warranty and that the Customer informs the Supplier in writing about the non-compliance within the time period of thirty (30) days from the performance of the Consultancy Services.

a. 有限保修；保修期限。 供应商保证其提供的

咨询服务以及所有相关的交付成果，与供应商在报价单或工作说明书中的描述相符，并将以状态良好、技艺娴熟的方式提供服务。供应商在本保修条款下的唯一义务是自行决定自费更换或修复与上述保修不相符的咨询服务工作成果，前提是该不符情形属于本保修范围，并且客户在咨询服务完成后三十（30）天内以书面形式通知供应商该不符情形。

b. Disclaimer and Exclusions. THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CONSULTANCY SERVICES BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY THE SUPPLIER. THE WARRANTY SHALL NOT COVER ERRORS OR DEFECTS DUE TO (A) EXTERNAL CAUSES, SUCH AS ACCIDENTS; (B) USE OF THE WORK RESULTS OF THE CONSULTANCY SERVICES CONTRARY TO AN AGREEMENT OR OTHER INSTRUCTIONS GIVEN BY THE SUPPLIER, OR, NEGLIGENCE OR DEFAULT IN COMPLYING WITH THE WRITTEN INSTRUCTIONS ON THE USE OF THE WORK RESULTS OF THE CONSULTANCY SERVICES; (C) THE DATA, MATERIAL, INSTRUCTIONS OR RESOURCES PROVIDED BY THE CUSTOMER; (D) SERVICES, EQUIPMENT, SYSTEMS OR OTHER MATERIAL NOT DELIVERED BY SUPPLIER OR A SUBCONTRACTOR APPOINTED BY THE SUPPLIER; OR (E) A MODIFICATION OR CORRECTION NOT PERFORMED BY THE SUPPLIER OR A

SUBCONTRACTOR APPOINTED BY THE SUPPLIER. TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW, THIS SECTION SETS FORTH THE SUPPLIER'S ONLY WARRANTY OBLIGATIONS REGARDING ERRORS AND DEFECTS IN THE CONSULTANCY SERVICES AND RELATED WORK RESULTS PROVIDED BY THE SUPPLIER.

b. 免责声明和排除。除非供应商另有书面明确说明, 否则供应商对于其所提供的咨询服务是否适用于任何一般或特定目的不承担任何责任。本保修不涵盖由于以下原因引起的错误和缺陷 (A) 外部原因 (例如事故); (B) 违反协议约定或供应商给出的其他指示而使用咨询服务工作成果, 或忽视或违反关于咨询服务工作结果的书面使用说明; (C) 客户提供的数据、材料、说明或资源; (D) 服务、设备、系统或其他材料不是由供应商或供应商指定分包商提供的; 或 (E) 并非由供应商或供应商指定分包商执行的修改或更正。本节在适用法律强制性规定允许的最大范围内, 约定了供应商针对其咨询服务和相关工作成果中的错误和缺陷的唯一保修义务。

17. PROJECT MANAGEMENT. Each Party will appoint a project manager from their respective organizations for managing, scheduling and supervising internal tasks and providing information within its own organization and to the other Party with regards to matters related to implementation of the project. The parties shall also respectively appoint a project manager for the entire project. Each Party shall also appoint necessary other resources for the project and reserve sufficient working time for them for performing the tasks. The Parties may establish a project steering group for implementing an Agreement and organizing the co-operation between the Parties. If the Parties establish project steering group, the terms and conditions of this Section shall apply to such project steering group. Each Party shall nominate its representative(s) to the project steering group. The project steering group shall steer, supervise and monitor the implementation of the project as the co-operation organization of the Parties. Unless otherwise agreed, project steering group is

responsible for agreeing on Change Requests. Other tasks for the project steering group may be defined as agreed. The project steering group shall meet at the request of either Party and at minimum after each delivery phase. The meeting can be a face-to-face meeting, a conference call or an electronic meeting. Minutes of the meetings of the project steering group shall be kept and the minutes must be approved by all members of the project steering group.

17. 项目管理。各方均应在各自组织机构内任命一位项目经理, 负责管理、安排和监督内部任务, 并向对方组织提供有关本组织以及项目实施情况的信息。双方还应各自指定一位总体负责整个项目的项目经理。各方还应为项目指定必要的其他人员, 为所有人执行任务预留足够的工作时间。双方可设立一个项目指导小组, 负责执行协议并组织双方合作。如果双方设立项目指导小组, 则本节条款应适用于该项目指导小组。双方分别提名一位或多位代表进入该项目指导小组。项目指导小组作为双方的合作组织, 对项目的实施进行指导、管理和监督。除非另有约定, 否则项目指导小组负责批准变更请求。项目指导小组的其他任务可以协商确定。项目指导小组可应任何一方请求召开会议, 并至少在每个交付阶段之后召开一次会议。会议形式可以是面对面线下会议、电话会议或电子线上会议。项目指导小组会议记录应妥善保存, 并必须经过项目指导小组全体成员批准。

18. TESTING AND ACCEPTANCE. Unless otherwise agreed, the Supplier performs internal testing for the Deliverables prior to delivery to the Customer and after that informs the Customer that the Deliverable is ready for Customer's testing and acceptance. Upon receipt of the Deliverables, the Customer shall test the Deliverables to determine whether they meet the specifications set forth in the concluded agreement or any of its annexes. Unless otherwise agreed, the Customer will perform the acceptance tests within 14 work days from the date of delivery. If the Deliverables are found to be non-conforming to specifications in the Customer's acceptance tests, the Customer will notify the Supplier in writing without undue delays of such non-conformance.

The notice must include detailed description of the defect or error causing the non-conformance. The Customer may reject the delivery only if the non-conformity substantially impairs the use of the Deliverables. Notwithstanding the foregoing, the Supplier shall also correct minor non-conformance reported by the Customer in accordance with the warranty terms specified in the concluded Agreement or its annexes. Upon receipt of the Customer's notice of non-conformance, the Supplier shall use its reasonable best efforts to correct any failures of the Deliverables to meet the specifications, and shall deliver corrected Deliverables to the Customer as soon as possible. The warranty period shall begin upon Customer's acceptance. The Deliverables will be deemed accepted when (i) the Customer issues a written confirmation of acceptance to the Supplier; (ii) the Supplier has demonstrated that it has remedied any non-conformance of Deliverables notified by the Customer; (iii) the Customer does not report any non-conformance during the testing period as defined above; or (iv) the Customer takes the Deliverables into production use. Unless otherwise agreed, the acceptance procedures stated in this Section shall apply also to partial deliveries, delivery phases and milestone deliveries.

18. 测试和验收。除非另有约定，否则供应商应在交付给客户之前对交付物进行内部测试，然后通知客户交付物已准备好供客户测试和验收。客户收到交付物后应对交付物进行测试，检查这些交付物是否符合已签订的协议或其任何附件中约定的规格要求。除非另有约定，否则客户应在交货之日起 14 个工作日内进行验收测试。如果客户在验收测试中发现交付物不符合要求，客户应合理及时地以书面形式通知供应商。通知中必须详细说明引起不付的缺陷或错误。只有在不符合项实质上影响交付物的使用时，客户才能拒收。尽管有上述约定，供应商还是应根据已签订的协议或其附件中约定的保修条款修复客户报告的轻微不符合项。供应商在收到客户的不符合通知后，应尽其合理的最大努力修复交付物的任何故障，使其符合约定，并尽快向客户交付修复后的交付物。保修期应从客户验收完成之日起开始计算。在以下任何一种情况之下，交付物将被视为已验收

完成：(i) 客户向供应商发出书面验收确认书；(ii) 供应商已证明其已全部纠正客户通知的交付物不合格问题；(iii) 客户在上述验收测试期间内未报告任何不合格问题；或(iv) 客户将交付物投入生产使用。除非另有约定，否则本节约定的验收程序也适用于部分交付、交付阶段和里程碑交付。

19. CHANGE MANAGEMENT. Changes to the scope of services and/or specifications may become necessary during the project for instance due to a change in Customer's objectives and requirements. For the purposes of this offer a "Change Request" is: (a) a request made in writing to change or add to the Scope of Services or any constituent part thereof; or (b) a request made in writing to amend this offer or any document attached to or referred to in this offer. Change Requests may be submitted either by the Supplier or by the Customer or may be originated by the Parties jointly. No Change Request shall be binding on the Parties unless the Change Request has been agreed in writing by an authorized representative of both Parties, or, the project steering group, if such is established. All agreed Change Requests must be documented and the Parties must also agree on how the agreed Change Requests affect pricing, timetable and other terms of the concluded Agreement. Until such time as a Change Request is formally agreed to by both Parties, the Parties shall continue to perform their respective obligations without taking account of the Change Request. Upon written agreement by both Parties with regards to a Change Request, the Agreement shall be deemed amended in accordance with the provisions of that Change Request agreement.

19. 变更管理。项目期间可能出于客户目标和要求变化等原因，需要更改服务范围 and/或服务规格。就本要约而言，“变更请求”指 (a) 以书面形式要求更改或增加服务范围或任何其它构成部分；或 (b) 以书面形式要求修改本要约、或本要约附件、或本要约中提及的文件内容。变更请求可以由供应商或客户提出，也可以由双方共同提出。除非变更请求得到双方授权代表或项目指导小组（如果已设立）的书面同意，否则变更请求对双方均不具有约束力。

所有商定的变更请求都必须记录在案，双方还必须就商定的变更请求对已签订协议的定价、时间表和其他条款造成的影响达成一致意见。在双方正式同意变更请求之前，双方应在不考虑变更请求的情形

下继续履行各自的义务。经双方就变更请求达成书面协议后，本协议应被视为根据该变更请求商定的内容进行了相应的修订。

SERVICE-SPECIFIC TERMS FOR SOFTWARE SUPPORT SERVICES

软件支持服务特定服务条款

20. DEFINITIONS. (1) "Support Services" means the software maintenance services specified in an Agreement or an Annex attached to the Agreement. (2) "Software" means the Supplier's software constituting the object of the Support Services. The software is specified in an Agreement or an Annex attached to this Agreement. (3) "New Software Version" means Software enhanced with new functionality made generally available for use by several customers (e.g. Beamex Software v2.0 >> Beamex Software v3.0). (4) "Software Revision" means an updated version of the Software made generally available for use by several customers and which may contain corrections of commonly known errors and improve the Software's performance in the specified operational environment. Software Revision may also contain new software functionality (e.g. Beamex Software v2.1 >> Beamex Software v2.2). (5) "Defect" or "Error" shall mean a material and reproducible failure of the Software to function by substantial parts in conformance with the Supplier's specifications, or if it does not otherwise correspond to what the Parties have agreed in writing. (6) "Supplier's Software License Agreement" shall mean the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

20. 定义。 (1) "支持服务"指协议或协议附件中约定的软件维护服务。(2) "软件"指构成支持服务目的的供应商软件。该软件在本协议或本协议附件中指定。(3) "新版软件"指增加了新功能的并供多个客户普遍使用的软件(例如 Beamex 软件 v2.0 >> Beamex 软件 v3.0)。(4) "软件修订"指软件的更新版本, 可供多个客户普遍使用, 其中可能包括改正了一些常见已知的错误, 提高软件在指定操作环境中的性能。

软件修订还可能包含新的软件功能(例如 Beamex 软件 v2.1 >> Beamex 软件 v2.2)。(5) "缺陷"或"错误"指软件重要部件无法按照供应商的要求运行或与双方书面约定的不符而引起的重大且可重复出现的故障。(6) "供应商的软件许可协议"指在协议订立时生效的贝美克斯软件许可协议中的条款。

21. SOFTWARE CONSTITUTING THE OBJECT OF SUPPORT SERVICES.

The software constituting the object of the Support Services is defined in the Supplier's quotation or an Annex attached to an Agreement.

21. 构成支持服务目的的软件。构成支持服务目的的软件在供应商报价单或协议附件中定义。

22. SCOPE OF SUPPORT SERVICES; PROVISION OF SUPPORT SERVICES.

22. 支持服务范围; 支持服务的约定。

a. Scope of Support Services. The scope of the Support Services the Supplier shall perform are outlined in the Supplier's quotation or an Annex attached to an Agreement.

a. 支持服务的范围。供应商应提供的支持服务范围在供应商报价单或协议附件中描述。

b. Software Updates. If Software updates for the Supplier's standard software products and/or customer-configured components is included within the scope of Services in the Supplier's quotation or Annex attached to an Agreement, then such services will include the following: New Software Versions, Software Revisions, patches and hotfixes made available to the Customer which may (i) substantially rectify Errors or other Defects in the then-current revision of the Software; (ii) improve performance of the Software in the specified operational

environment; and (iii) contain other new and/or improved software functionality.

b. 软件更新。如果供应商报价单或协议附件服务范围包含了供应商的标准软件产品和/或客户配置组件的软件更新，则此类服务包括以下内容：向客户提供新版软件、软件修订、补丁和热修补程序，这些软件版本、补丁和热修补程序可能 (i) 已经从实质上纠正了软件当前修订版中的错误或其他缺陷；(ii) 提高了软件在指定操作环境的运行性能；以及 (iii) 包含其他新的和/或改进的软件功能。

c. Remote Helpdesk. If Remote helpdesk support is included within the scope of Services in the Supplier's quotation or Annex attached to an Agreement, then such services will include the following: Maintenance standby accessible by phone, fax or email in accordance with the service hours from Monday to Friday, 9 AM to 5 PM (the time zone in the Supplier's domicile), excluding public holidays. The remote helpdesk supports the error diagnostic services and using reasonable efforts in aiming to repair Errors.

c. 远程帮助台。如果供应商报价单或协议附件服务范围中包含了远程帮助台，则此类服务将包括以下内容：在周一至周五上午 9 点至下午 5 点（供应商所在地时区）服务时间内，可通过电话、传真或电子邮件提供维护服务，法定节假日除外。远程帮助台提供错误诊断服务并尽合理努力修复错误。

d. Provision of Support Services. The Supplier shall perform the tasks and duties related to the Support Services in its location as a remote operation, unless otherwise mutually agreed in writing. Repairing or correcting a software defect or error can be also executed (a) with a workaround that bypasses the defect or error; (b) by delivering written instructions to the Customer, which it can use to bypass the defect or error; or (c) by delivering New Software Version or Software Revision to the Customer that will correct or bypass the defect or error. The Support Services the Supplier performs against an agreed recurring support fee do not include services related to repair or correction of an error or default caused by (a) using the Software contrary to an

agreement or other instructions given by the Supplier, or, the Customer's negligence or default in complying with the written instructions on the use of the Software; (b) using the Software in an operational environment not specified or approved by the Supplier; or (c) a modification, correction or repair made to the Software by the Customer or a third party. If it is confirmed that the defect or error reported by the Customer is not covered by the scope of Support Services in an Agreement, the Supplier is entitled to invoice for the analysis and repair of the error in accordance with its then current price list.

d. 支持服务约定。除非双方另有书面约定，否则供应商应以远程操作的方式，在其所在地履行支持服务相关任务与职责。可以通过以下方式修复或纠正软件缺陷或错误：(a) 使用避开缺陷或错误的替代方案；(b) 向客户提供书面指示，客户可以使用这些指示来避免这些缺陷或错误；或 (c) 给客户提供可以更正或避免缺陷或错误的新版软件或软件修订。供应商在收取约定的经常性支持费用后提供支持服务，但不提供因以下原因引起的错误或缺陷修复或纠正服务：(a) 客户违反协议或供应商提供的其他指示使用软件，或客户忽视或不遵守书面软件使用说明；(b) 在非供应商指定或准许的操作环境中使用软件；或 (c) 客户或第三方对软件进行修改、更正或修复。如果供应商确认客户报告的缺陷或错误不在协议约定的支持服务范围内，则供应商有权根据其当时的价目表收取错误分析与修复费用。

23. SERVICE HOURS. The Supplier's maintenance standby availability as well as performance of maintenance service tasks and duties shall take place during the following service hours: Monday to Friday, 9 AM to 5 PM (the time zone in Supplier's domicile), excluding public holidays.

23. 服务时间。供应商在以下时间段内提供维护服务和履行维护任务与职责：周一至周五，上午 9 点至下午 5 点（供应商所在地时区），法定节假日除外。

24. EXCLUDED SERVICES; ADDITIONAL SERVICES. Services specifically excluded ("Additional Services") from the fixed fee Support Services provided under

an Agreement include without limitation: installation of any software, new software options and/or modules, report design, training and consulting services, on-site maintenance tasks and services as well as maintenance tasks and services performed outside Supplier's Service Hours. Any other services than the services listed in the Supplier's quotation ("Support Services covered by the support fee") shall be considered as Additional Services outside the scope of an Agreement. The Supplier has no obligation to perform Additional Services to the Customer. In case Additional Services shall be performed, the Customer shall pay for the Additional Services in accordance with the Supplier's then current price list, unless otherwise agreed in writing.

24. 排除的服务; 附加服务。在协议项下约定的支持服务固定费用中明确排除的服务项目 ("附加服务") 包括但不限于: 安装任何软件、新软件选项和/或模块、报告设计、培训和咨询服务、现场维护任务与服务, 以及在供应商服务时间之外提供的维护任务和服务。除供应商报价单中列出的服务 ("支持费用覆盖的支持服务内容") 以外, 任何其他服务均应被视为协议范围之外的附加服务。供应商没有义务向客户提供附加服务。如果需要提供附加服务, 除非另有书面约定, 否则客户应根据供应商当时的价目表支付附加服务费用。

25. TECHNICAL CONTACTS. Technical contacts are defined in the Supplier's quotation or an Annex attached to an Agreement. Each Party shall inform the other Party without unnecessary delay in writing of a change of its technical contact person. The technical contact person is not authorized to agree changes to an Agreement.

25. 技术联系方式。技术联系方式在供应商报价单或协议附件中定义。如果一方技术联系人发生变更, 应及时以书面形式通知另一方。技术联系人无权同意更改协议内容。

26. CUSTOMER'S SPECIFIC OBLIGATIONS. When notifying the Supplier about a defect or error in the Software, the Customer shall, at the Supplier's request, demonstrate how the defect or error occurs.

At the Supplier's request, a representative of the Customer shall be available for contact when the Supplier performs its tasks and duties related to the Support Services. The Customer shall be responsible to acquire and maintain, at its expense, necessary data communication connections, which the Supplier needs to perform its duties and tasks as a remote operation, unless the Parties have agreed in writing that the Support Services are not performed as a remote operation. Each Party shall make sure that it has the necessary devices, equipment, software and data security systems required by the remote support operation. Unless otherwise agreed upon in writing, the Customer shall be responsible for installing in its operating environment the software updates, New Software Versions, Software Revisions or Software corrections.

26. 客户的特定义务。客户在通知供应商软件中的缺陷或错误时, 应根据供应商的要求说明缺陷或错误的发生缘由。根据供应商的要求, 客户应指定一位代表, 作为供应商执行支持服务任务和职责时的联系人。除非双方书面同意不以远程方式提供支持服务, 否则客户应自担费用负责获取和维护必要的通信连接, 供应商在执行远程操作时需要这些通信连接履行其职责和任务。各方应确保其拥有进行远程支持操作所需的必要装置、设备、软件和数据安全系统。除非另有书面约定, 否则客户应负责在其操作环境中安装软件更新、新版软件、软件修订或软件更正。

27. PRICING; PAYMENTS; EXPENSES. Unless otherwise mutually agreed in writing, the Supplier shall invoice the Customer for the Software Support Services in advance at 12-month intervals. The Supplier shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Support Services and approved of by the Customer. The Supplier shall be entitled to invoice the travel and accommodation expenses according to the factual expenses. The Supplier is entitled to invoice the additional costs and expenses that are due to erroneous information given by the Customer or any other reason attributable to the Customer. If the

Supplier performs services that are not covered by the recurring fee paid for the Support Services, the Supplier shall invoice the services in accordance with the prices the Parties have mutually agreed in writing. If the Parties have failed to agree upon a certain price for such services, the Supplier's price list effective at the date of service order shall apply.

27. 定价；支付；费用。除非双方另有书面约定，否则供应商会每 12 个月预先向客户开具软件支持服务费发票。当执行支持服务需要出差并经客户同意

时，供应商有权按照约定的小时费率的百分之五十（50）收取出差小时费。供应商有权根据实际发生费用开具差旅费、住宿费的发票。倘若因客户提供的错误信息或可归责于客户的任何其他原因产生额外费用，供应商有权就这部分额外费用向客户开具发票。如果供应商提供的服务不在为支持服务支付的经常性费用范围内，供应商应按照双方书面商定的价格为服务开具发票。如果双方未能就此类服务的具体价格达成一致，则收费标准应以服务订单生效之日的供应商价格表为准。

SERVICE-SPECIFIC TERMS FOR RECALIBRATION AND SERVICE 再校准与服务特定服务条款

28. GENERAL PROVISIONS.

28. 一般约定

a. Formation of an Agreement. A binding agreement ("Agreement") between the Parties is made when (i) the Supplier confirms an order made by the Customer; or (ii) the Customer delivers Equipment to the Supplier for Service and the Supplier accepts this delivery.

a. 协议构成。双方在以下情况达成的具有约束力的协议（“协议”）：(i) 供应商已确认客户订单；或 (ii) 客户需要服务将设备交付给供应商且供应商接受此交付时。

b. Recalibration and Service Fees. The Parties undertake to agree in writing upon all prices and charges related to the Supplier's performance of Service. If, however, the Parties fail to agree upon a certain price or charge, the Supplier's price list effective at the date of service performance shall apply.

b. 再校准与服务费。双方承诺以书面形式商定与供应商履行服务有关的所有价格和费用。但是，如果双方未能商定一定的价格或收费，则以供应商在服务提供之日的价格表为准。

29. DEFINITIONS. (1) "End-Customer" shall mean the final user of the Equipment. (2) "Party" or "Parties" shall mean Supplier and/or the Customer, as

required by the context. (3) "Service" shall mean repair, service or recalibration specified in an Agreement and performed by the Supplier to the Customer. (4) "Equipment" shall mean the measurement device being Serviced or Recalibrated by the Supplier under an Agreement. (5) "Defect" shall mean that the Service does not substantially comply with what has been described in an Agreement.

29. 定义。(1) “终端客户”指设备的最终用户。(2) “一方”或“双方”指上下文中的供应商和/或客户。(3) “服务”指协议中约定的由供应商为客户提供的维修、服务或再校准。(4) “设备”指本协议项下供应商提供服务的或再校准的计量装置。(5) “缺陷”指服务与协议中的描述实质上不符。

30. THE SUPPLIER'S SPECIFIC OBLIGATIONS. The Supplier shall perform the Service tasks and duties for which it is responsible by using reasonable care and professional skill and in accordance with the scope, purpose and terms of an Agreement, or in line with the mutually agreed specific instructions. The Service tasks and duties shall be performed in accordance with the Supplier's working methods and procedures.

30. 供应商的特定义务。供应商应以合理态度和专业技能，根据协议的范围、目的和条款约定，或按照双方商定的特定指示，履行其负责的服务任务和职责。服务任务和职责应按照供应商的工作方法和程

序执行。

31. CUSTOMER'S SPECIFIC OBLIGATIONS.

31. 客户的特定义务。

a. Information. The Customer shall provide the Supplier without unnecessary delays and at the Customer's expense all information (including without limitation End-Customer's contact details), documents and resources, which the Supplier reasonably needs for performing its obligations under an Agreement.

a. 信息。客户应及时向供应商提供供应商履行协议义务所必需的所有合理信息（包括但不限于最终客户的联系方式）、文件和资源，提供信息的费用由客户承担。

b. Equipment Safety. The Customer shall ensure that all Equipment delivered to the Supplier for Service shall be free from radiation, toxic, explosive elements or any other actually or potentially hazardous substances. The Customer shall also ensure that Supplier's personnel are informed in advance of (i) any such actually or potentially hazardous substances that are or may be present at the End-Customer's premises; and (ii) any relevant safety regulation in force at the End-Customer's premises. Notwithstanding the foregoing, the Supplier reserves the right to refuse to carry out any service tasks and duties, which, in the Supplier's opinion, would be hazardous and/or may cause harm for its employees. In such case the Supplier shall not be responsible in any way to Customer for any such refusal.

b. 设备安全。客户应确保需要服务交付给供应商的所有设备均不含辐射、有毒、爆炸性元素或任何其他实际或潜在危险物质。客户还应确保提前告知供应商人员 (i) 最终客户场所存在或可能存在的任何此类实际或潜在危险物质；以及 (ii) 最终客户场所有效的任何相关安全法规。尽管有上述约定，供应商认为这些其执行任务和职责的过程中存在危险和/或可能对其员工造成伤害，供应商有权保留拒绝执行任何服务任务和职责的权利。在这种情形下，供应商不就这类拒绝提供服务行为对客户承担任何形式的责任。

32. WARRANTY OF RECALIBRATION AND SERVICE

32. 再校准与服务保修条款

a. Limited Warranty; Warranty Period. The Supplier warrants that the service or recalibration is free from Defects under normal use and service in material and workmanship during the warranty period. The warranty period is six (6) months from the date of shipment to Customer. The warranty extends only to the original End-Customer of the Service.

a. 有限保修；保修期限。供应商保证保修期内，其所提供的服务或再校准在正常使用和维保情况下不存在实质性以及技术工艺上的缺陷。保修期为自发货给客户之日起六（6）个月。本保修条款仅适用于供应商提供服务的原始最终客户。

b. Exclusive Remedies. The Supplier's only obligation under this warranty is to, at its sole discretion and at its expense, repair or recalibrate the Equipment serviced or recalibrated by it and found to be Defective in material or workmanship, if such Equipment is returned to the Supplier at the Customer's expense, provided that the Customer has notified the Supplier of the warranty defect in writing during the warranty period. The Customer's notification must also include a detailed description of the non-conformance with these warranty terms. If the Service is under warranty, the Supplier will return the Equipment to the Customer free of transportation cost but excluding insurance, taxes, duties or other import costs related to the shipment.

b. 排他性补救。供应商在本保修条款下的唯一义务是，在客户已书面通知供应商设备在保修期内仍存在故障的前提下，对于由其维修过或再校准过并发现在材料或工艺上存在缺陷的设备，供应商自行决定并自费修理或再校准，但由客户自担费用交给供应商返修。客户必须在通知中详细说明与保修条款不相符的具体问题。如果服务在保修范围内，供应商会免费将设备送还给客户，但不承担路途中发生的保险费、税费、关税或其他进口费用。

c. Disclaimer and Exclusions. THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE. WARRANTY SHALL NOT COVER DEFECTS DUE TO MISUSE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE EQUIPMENT IS NOT USED IN ACCORDANCE WITH THE SUPPLIER'S INSTRUCTIONS. IF IT IS CONFIRMED THAT THE DEFECT REPORTED BY THE CUSTOMER IS NOT COVERED BY THIS WARRANTY, THE SUPPLIER IS ENTITLED TO INVOICE FOR THE ANALYSIS AND REPAIR/RECALIBRATION OF THE DEFECT IN ACCORDANCE WITH ITS PRICE LIST EFFECTIVE AT THE DATE OF SERVICE. THE SUPPLIER GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE

SERVICE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY THE SUPPLIER IN ITS ENTIRETY. THE SUPPLIER SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS IN SERVICE THAN WHAT HAS BEEN STATED IN THIS SECTION.

c. 免责声明和排除。 供应商不对适合任何一般或特定目的的服务承担任何明示或暗示的责任。因误用、更改和滥用、或在异常条件下使用、或未按照供应商的说明使用设备而导致的缺陷，不在保修范围之内。如果确认客户报告的缺陷不在本保修范围内，则供应商有权根据服务发生之日有效的价目表，收取缺陷分析和维修/再校准费用。除此处约定的保证之外，供应商不对服务提供任何其他保证，因此本保证条款中约定了供应商提供的全部保证内容。除本节所述约定之外，供应商不对服务缺陷承担任何其他义务。

BEAMEX Measurement Technology (Shanghai) Co., Ltd. DATA PROCESSING ANNEX**Version: December 30, 2022****贝美克斯测量技术（上海）有限公司数据处理附件****2022 年 12 月 30 日版**

This annex (the “Annex”) forms an integral part of the contract for sale of Beamex goods or services (the “Agreement”) concluded by and between Beamex Measurement Technology (Shanghai) Co., Ltd. (“Beamex”) and its customer. To the extent there are any conflicts or discrepancies between terms of Agreement and terms of this Annex, terms of this Agreement shall take precedence. This Annex is subject to the limitation of seller’s liability provisions in Beamex’s general terms of sale.

本附件（“附件”）是贝美克斯测量技术（上海）有限公司（“贝美克斯”）与客户订立的商品销售与服务合同（“协议”）的重要组成部分（“协议”）。如果协议条款与本附件条款存在任何冲突或差异，则以协议条款约定为准。本附件受贝美克斯一般销售条款中卖方责任限制条款约束。

Applicability

These terms become applicable between Beamex Measurement Technology (Shanghai) Co., Ltd. and a customer with whom Beamex Measurement Technology (Shanghai) Co., Ltd. has concluded an Agreement, if Beamex is considered as a data processor and the Customer a data controller in the meaning as given in EU General Data Protection Regulation and/or PRC’s Cyber-Safety Law, Data-Safety law, Personal Information Protection Law and other relevant laws and regulations in China (hereinafter jointly PRC laws) . The applicability of these terms is subject to the limitation of liability provisions in Beamex Measurement Technology (Shanghai) Co., Ltd.’s general terms of sale.

适用范围

这些条款在贝美克斯测量技术（上海）有限公司与已经与贝美克斯测量技术（上海）有限公司签署协议的客户之间适用，根据欧盟通用数据保护条例和/或中国网络安全法、数据安全法、个人信息保护法以及其它相关法律法规（以下合称“中国法律”）中的

规定，贝美克斯为数据处理者，客户为数据控制者。这些条款的适用范围受贝美克斯测量技术（上海）有限公司一般销售条款中的责任限制条款约束。

Definitions

The terms used in this Annex shall have the same meaning as given in Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and/or PRC laws (jointly the “Regulation”). Such terms include without limitation controller, processor, personal data, data subject, processing and personal data breach.

定义

本附件中使用的术语与欧洲议会和理事会关于在个人数据处理和此类数据自由流动方面保护自然人的第 2016/679 号条例以及废除指令 95/46/EC 和/或中国法律（合称“条例”）中给出的含义相同。此类条款包括但不限于控制者、处理者、个人数据、数据主体、处理和个人数据泄露。

Purpose**目的**

Beamex develops and sells calibration equipment, software and related services. With this Annex, the Parties agree that Beamex’s customer, the Controller, appoints Beamex as its data processor to process the customer’s personal data during the term of Agreement under the terms agreed in this Annex.

贝美克斯开发和销售校准设备、软件和相关服务。双方在本附件中一致同意，贝美克斯的客户（控制者）指定贝美克斯为其数据处理者，负责根据本附件中商定的条款在协议期限内处理客户的个人数据。

The Customer shall be the sole controller for the personal data processed under this Annex and shall be responsible for complying with the obligations

the Regulation and other applicable laws set for data controllers, such as ensuring that there is a legal basis for processing personal data, informing data subjects about processing activities with privacy policies, complying with other controller's documentation obligations and ensuring that the data is kept accurate. If and to the extent the legal basis for processing personal data is individual's consent, the Controller is liable for obtaining the consent and managing it as provided in the Regulation.

客户应是基于本附件处理的个人数据的唯一控制者，客户遵守法规和其他适用法律中的数据控制者义务，例如确保基于相关法律依据处理个人数据，遵照隐私政策通知数据主体有关处理活动的信息，遵守其他控制者的文件记录义务，并确保数据保持准确。如果处理个人数据的法律依据是个人同意，则控制者有责任获得同意并按照条例规定进行个人数据管理。

The Processor shall process the personal data only to further its obligations set forth in the sales contract and in accordance with the written instructions provided by the Controller.

处理者在履行其在销售合同中约定的义务时，应仅根据控制者提供的书面指示处理个人数据。

The Processor may transfer personal data outside EU or EEA or PRC, provided that the Processor follows the rules of the Regulation relating to international personal data transfers. The Processor must immediately notify the Controller, if it considers that the written instructions provided by the Controller for processing personal data are in violation of the Regulation or national data protection laws. In addition to the terms of this Annex, the Parties agree to comply with the Regulation as applicable to each Party.

处理者可以将个人数据传输到欧盟或欧洲经济区或中国以外，前提是处理者遵守有关国际个人数据传输的法规条例。如果处理者认为控制者提供的个人数据处理书面指示违反条例规定或国家数据保护法，则必须立即通知控制者。除本附件中的条款之外，双方同意遵守对方适用的条例规定。

Sub-processing

二级处理

The Processor is entitled to use sub-processors for processing personal data, provided that it notifies the Controller in writing of its intention no later than 5 days in advance. The Processor's obligation to notify concerns intended adding, removal or change of a sub-processor. After receiving notification, the Controller has the right to object the intended change in the use of a sub-processor.

处理者有权使用二级处理者来处理个人数据，前提是处理者至少提前 5 天以书面形式告知控制者其意图。处理者有义务告知控制者其计划添加、删除或更改二级处理者的关切问题。控制者收到该通知后，有权反对使用二级处理者的变更计划。

When using sub-processors for processing personal data, the Processor agrees that it will impose data protection terms on any sub-processor it appoints that protect the personal data to the same standard as provided for by this Annex. The Processor is fully liable that its sub-processors comply with the requirements of this Annex.

当使用二级处理者处理个人数据时，处理者同意要求其指定的任何二级处理者同样遵守数据保护条款，以与本附件约定的相同标准保护个人数据的安全性。处理者对其二级处理者遵守本附件的要求承担全部责任。

Confidentiality

保密性

All personal data processed by the Processor on behalf of the Controller is considered the Controller's confidential information and the Processor shall not disclose the personal data to anyone or use it for any other than agreed purpose. The Processor ensures that only such people shall have access to the personal data that is necessary for furthering the Processor's obligations relating to the purpose and that such people shall be subject to a strict duty of confidentiality, contractual or statutory, and shall not permit any person to process the personal data who is not under such a duty of confidentiality. The duties of confidentiality shall

survive the termination or expiration of the Agreement.

处理者代表控制者处理的所有个人数据均为控制者的保密信息，处理者不得向任何人披露个人数据或将其用于约定目的以外的任何其他目的。处理者确保，只有有义务协助处理者履行本协议目的的必要人员才能访问个人数据，并且此类人员应严格遵守保密义务，无论是合同义务还是法定义务，不允许任何不承担有此类保密义务的个人处理个人数据。保密义务在本协议解除或期满后继续有效。

Security

安全性

The Processor shall implement appropriate technical and organizational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the personal data. Such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for natural persons' rights and freedoms.

处理者应采取适当的技术措施和组织措施，保护个人数据免遭意外或非法破坏、丢失、篡改、未经授权的披露或访问个人数据。此类措施应考虑现有技术水平、实施成本和处理的性质、范围、背景和目的，要考虑自然人的权利和自由带来的不同程度的可能风险和风险严重等级。

Such measures can include, as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

可以酌情考虑以下措施：

- a) 个人数据的假名化和加密；
- b) 有能力确保处理系统和处理服务的持续保密性、完整性、可用性和适应性；
- c) 有能力在发生物理或技术事件时及时恢复个人数据的可用性和访问权限；
- d) 建立定期测试、评估和评价技术措施和组织措施有效性的流程，以确保数据处理的安全性。

Personal data breaches

个人数据泄露

The Processor must notify the Controller without undue delay about personal data breaches it becomes aware of, so that the Controller can comply with the provisions of the Regulation regarding personal data breach notifications within the set time limits. When notifying the Controller, the Processor must include necessary details about the personal data breach and also otherwise provide reasonable assistance for the Controller. The Processor must also take all such other necessary measures to mitigate or remedy the effects of the personal data breach and to prevent further breaches.

处理者发现个人数据泄露事件，必须及时通知控制者，以便控制者能够在规定时限内履行条例中有关个人数据泄露通知的规定。处理者在通知控制者时，必须说明有关个人数据泄露的必要详细信息，并以其他方式为控制者提供合理帮助。处理者还必须采取所有其他必要措施，减轻或补救个人数据泄露带来的影响，并防止进一步泄露。

Data protection impact assessment

数据保护影响评估

If the Processor becomes aware that the planned processing would cause a high risk for the rights and freedoms of natural persons it must notify the Controller about this and assist the Controller, if necessary, in conducting a data protection impact assessment.

如果处理者意识到，原计划的数据处理可能会给自然人的权利和自由带来高风险，则必须将这种情况通知到控制者，并在必要时协助控制者进行数据保护影响评估。

Data subject's rights

数据主体的权利

Taking into consideration the nature of the data processing, the Processor must reasonably and without undue delay assist the Controller, including by applicable technical and organizational measures, to fulfill any request from a data subject to exercise its rights under the Regulation. Such rights may include, as they are described in the Regulation, rights of access, correction, objection, erasure ("right to be forgotten") and data portability. If such requests are made directly to the Processor, it must notify the Controller about the request without undue delay.

考虑到数据处理的性质，处理者必须通过适用的技术和组织措施合理且及时地协助控制者，满足数据主体行使其条例项下享有的权利的任何请求。如条例所述，此类权利可能包括访问权、更正权、反对权、删除权（“被遗忘权”）和数据可移植性权利。如果处理者直接收到此类请求，必须立即通知控制者该请求信息。

Audits

审计

The Processor shall permit the Controller to audit the Processor's compliance with these terms, and shall provide access and make available to the Controller all systems, premises, resources, information and staff as necessary for the Controller to conduct such an audit. Audits will be performed during normal business hours with the aim of causing as little disruption to the Processor's business operation as reasonably possible. The Controller must also provide reasonable advance notification of planned audits. Both Parties are responsible for their own costs and expenses relating to an audit.

处理者应允许控制者就处理者对这些条款的遵守情况进行审计，必要时要向控制者提供和允许控制者访问其所有系统、场所、资源、信息和人员，以便控制者开展此类审计工作。为尽量减少对处理者业务运营的干扰，一般在正常工作时间内进行审计。控制者务必将计划好的审计工作合理提前通知处理者。双方负责各自与审计相关的成本和费用。

Other terms

其他条款

Unless otherwise agreed, if the Processor is required to assist the Controller to comply with the Regulation's provisions relating to personal data breaches, data subjects' rights and data protection impact assessments, the Processor is entitled to charge a service fee for this assistance in accordance with the Processor's then current services price list. 除非另有约定，否则如果处理者被要求协助控制者遵守条例中有关个人数据泄露、数据主体权利和数据保护影响评估的规定，则处理者有权根据其当时的服务价目表收取此协助的服务费。

Term and effects of termination

期限和终止效力

This Annex enters into force on the effective date of the relevant sales contract ("Effective Date") and shall thereafter remain in force until the Agreement is terminated or expires under its terms.

本附件自相关销售合同生效之日（“生效日期”）起生效，在本协议依其条款解除或届满前一直保持有效。

At the termination or expiration of the Agreement, the Processor shall, at the Controller's option, delete or return all personal data to the Controller and delete also all copies of the personal data, unless national or EU or PRC law requires the Processor to retain some or all of that data. In such event any further processing of the personal data is prohibited, except to the extent required by law.

在协议解除或到期之时，处理者应按照控制者的选择删除或退还所有个人数据，并删除个人数据所有副本，除非国家或欧盟或中国法律要求处理者保留部分或全部数据。在这种情况下，除非法律要求，否则禁止对个人数据进行任何进一步处理。

DESCRIPTION OF THE PROCESSING

处理说明

Sale and provision of Beamex's calibration equipment, software and related services and support to customers. Beamex collects, processes and stores personal data relating to its customers in

accordance with the Agreement and these terms. Personal data relating to the Customer may include for instance the following categories of personal data: name, position, email address and other data as specified in the Regulation.

向客户销售和提供贝美克斯校准设备、软件和相关服务和支持。贝美克斯基于协议和这些条款约定收集、处理和存储与客户有关的个人数据。与客户有关的个人数据可能包括以下类别的个人数据：姓名、职位、电子邮件地址和其他在条例中明确的数据。

The personal data mainly concerns such data subjects that are employees of the Customer (calibration technicians and their supervisors).

个人数据主要涉及的数据主体是客户的员工（校准技术人员及其主管）。

Approved sub-processors at the effective of the Agreement:

本协议生效时批准的二级处理者分别是：

Beamex, Inc.

Beamex S.A.S.

Beamex Limited

Beamex GmbH

Beamex Calibration Solutions Ltd.

Beamex Calibration Solutions AB

贝美克斯美国公司 (Beamex, Inc.)

贝美克斯法国公司 (Beamex S.A.S.)

贝美克斯英国公司 (Beamex Limited)

贝美克斯德国公司 (Beamex GmbH)

贝美克斯加拿大公司 (Beamex Calibration Solutions Ltd.)

贝美克斯瑞典公司 (Beamex Calibration Solutions AB)

贝美克斯中国公司/贝美克斯测量技术（上海）有限公司 (Beamex Measurement Technology (Shanghai) Co., Ltd.)