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**LAP Laser Applications China Co., Ltd.**  
East Unit, 4F Building #10  
LuJiaZui Software Park  
No. 61 Lane 91 EShan Road  
Shanghai 200127, P.R. CHINA

## Basic Sales Contract 基本销售合同

No.: [                      ]  
          合同号码

**Shanghai, China**

中国上海

**[June 2016]**

**[2016年6月]**

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This **Basic Sales Contract** (the “**Contract**”) is made on the \_\_\_\_ day of \_\_\_\_, 2016 (the “**Effective Date**”) by and between:

本基本销售合同 (“**本合同**”) 于 2016 年 月 日 (“**生效日**”) 由以下双方订立:

(A) **LAP Laser Applications China Co., Ltd.**, a company incorporated under the laws of the People’s Republic of China (the “**PRC**”), with its business address at East Area 4/F, Building 10, Lujiazui Software Park, No. 61 Lane 91 E-shan Road., Pudong New District, Shanghai. (“**LAP**” or “**Party A**”); 镭尔谱激光应用技术 (上海) 有限公司, 依照中华人民共和国 (“**中国**”) 法律成立的公司, 营业地址上海市浦东新区峨山路 91 弄 61 号陆家嘴软件园 10 号楼 4 楼东区 (“**镭尔谱**”或“**甲方**”);

(B) [●], a company incorporated under the laws of [the PRC], with its business address at [●]. (“**Customer**” or “**Party B**”).

[●], 依照[中国]法律成立的公司, 营业地址[●] (“**客户**” 或 “**乙方**”).

(each a “**Party**” and collectively the “**Parties**”).

(各称 “**一方**”, 合称 “**双方**”).

Whereas:

鉴于:

A. Party A is a wholly foreign-owned entity of LAP GMBH LASER APPLIKATIONEN in China. It is engaged in the business of sale and distribution of positioning lasers, laser and photoelectrical measurement systems and laser projection systems as well as relevant accessories in the PRC; and 甲方是 LAP GMBH LASER APPLIKATIONEN 在中国的外商独资企业, 在中国从事激光定位设备、激光和光电测量系统及激光投影系统的销售和经销; 及

B. Subject to the terms and conditions of this Contract hereinafter specified, the Customer desires to purchase, and LAP desires to supply to the Customer, LAP’s products.

以如下载明的本合同条款和条件为前提, 客户有意购买, 镭尔谱有意向客户供应, 镭尔谱的产品。

In consideration of the mutual agreement contained in this Contract, the Parties hereby agree as follows:

基于本合同中的共识, 双方在此协议如下:

## 1. **Scope / Applicability**

范围/适用性

1.1 All terms and conditions of this Contract shall be applicable to all individual sales contracts between the Parties (“**Individual Sales Contracts**”).

本合同的所有条款和条件, 均适用于双方之间所有个别销售合同 (“**个别销售合同**”).

1.2 This Contract shall apply in place of any conditions of purchase of the Customer, even if such conditions of purchase stipulate that acceptance of an order is deemed to be the unconditional recognition of its conditions of purchase, or LAP delivers, after the Customer has indicated the applicability of its general terms and conditions of purchase, unless LAP has expressly waived the applicability of this Contract.

本合同取代任何客户购买条件而适用, 即使该等购买条件中载明接受订单即视为无条件认可其购买

条件，或镭尔谱在客户表明其一般购买条款和条件的适用性之后依然交付，除非镭尔谱明文放弃本合同的适用性。

- 1.3 Specifications, quantity, price, delivery terms, delivery time, validity time and payment terms pertaining to a specific order shall be specified in the Individual Sales Contract.

特定订单的规格、数量、价格、交付条件、交付时间、有效期和支付条款，应在个别销售合同中载明。

- 1.4 Any Individual Sales Contracts shall be deemed to be incorporated in this Contract and construed as a part of this Contract. To the extent there is a conflict between the provisions of this Agreement and any of the Individual Sales Contracts, the Individual Sales Contract will prevail.

任何个别销售合同应被视为并入本合同，构成本合同的一部分。若本合同与任何个别销售合同之间有任何冲突，以个别销售合同为准。

## 2. Information / Consultancy / Characteristics of the Products and Services

产品和服务的信息/咨询/特征

- 2.1 Information and explanations regarding LAP's products and services shall be provided solely on the basis of its experience to date. Values specified in this context shall be deemed average values of LAP's products.

所有提供的镭尔谱产品和服务的信息和说明，仅以其迄今为止的经验为基础。其中载明的数值应视为镭尔谱产品的平均数值。

- 2.2 Any information about LAP's products and services, especially illustrations, drawings, measurements, performance and equipment data or performance characteristics, and other data, especially technical data must be regarded as approximate average values. Specifications without tolerances as included in catalogues and/or brochures are subject to deviations and changes which are customary in the industry and/or differences and changes for production reasons, especially due to tolerances of raw materials and/or technical developments.

关于镭尔谱产品和服务的任何信息，尤其是说明、图纸、尺寸、性能和设备数据或性能特征以及其他数据，尤其是技术数据，须被视为近似平均数值。目录和/或手册中没有注明误差范围的规格，可能存在符合行业惯例的偏差和误差和/或因生产原因（尤其是原材料和/或技术开发方面的误差）导致的差异和误差。

- 2.3 If LAP provides operating instructions, these shall be drawn up with the care customary in the industry but do not release the Customer from the obligation to inspect the products carefully regarding its suitability for the purpose intended by the Customer.

若镭尔谱提供任何操作说明，该等说明系按符合行业惯例的谨慎原则编制，但并不免除客户就产品对其所拟用途的适当性进行仔细检查的义务。

- 2.4 LAP will only assume the obligation to provide advice if a separate written consultancy agreement has been duly concluded between the Parties.

镭尔谱仅在双方另行正式签署书面咨询协议情况下才负有提供咨询的义务。

- 2.5 Reference to standards, similar technical regulations and technical information, descriptions and illustrations of the delivery item in quotations and brochures on LAP's website and in LAP's advertising shall only represent a characteristic of LAP's products when LAP has expressly declared

the condition to be a “characteristic of the product”; these are otherwise non-binding, general specifications of performance.

镭尔谱网站上及镭尔谱广告中的报价和手册中所涉及的交付物项标准、类似技术条例和技术信息、说明和描述，在镭尔谱明确表示属于“产品特点”的情况下，仅代表镭尔谱产品的特点，仅作为不具有约束力的一般性能说明。

- 2.6 LAP shall only be deemed to have given a guarantee if it has designated a characteristic and/or the outcome of performance as “guaranteed by law”.

镭尔谱仅在指明某种性能特征和/或结果“受到法律保证”的情况下，才可被视为提供了保证。

- 2.7 Subject to **Clause 11**, LAP shall assume no liability for the usability of LAP’s products or services for the Customer’s intended purpose other than liability prescribed by law unless LAP has agreed otherwise in writing with the Customer.

以遵守第 11 条为前提，在法律规定的责任之外，镭尔谱不对镭尔谱产品或服务对于客户所拟用途的可用性承担责任，除非镭尔谱与客户另行书面约定。

### 3. **Specimens / Demo Equipment / Documents and Data Provided / Samples / Estimates of Cost**

样品/展示设备/文件及数据/样本/预估成本

- 3.1 Properties of specimens or samples shall only become an integral part of the Contract if expressly agreed in writing by the Parties. The Customer is not authorised to use and pass on specimens or samples.

样品或样本的属性，仅在双方明文书面约定的情况下才构成本合同不可分割的部分。客户无权使用或转交样品或样本。

- 3.2 LAP shall retain all title and copyright to samples, illustrations, drawings, data, estimates of cost and other documents about its products and services. The Customer undertakes not to disclose the above-mentioned samples, illustrations, drawings, data, estimates of cost and/or other documents (“**Proprietary Items**”) to third parties unless LAP gives its express written consent. These samples and/or documents shall be returned to LAP on request unless an order based on them has been placed with LAP. This Clause 3.2 shall apply to the Customer’s proprietary items.

镭尔谱保留其产品和服务的样本、说明、图纸、数据、预估成本和其他文件的所有权和著作权。客户承诺不向第三方披露上述样本、说明、图纸、数据、预估成本和/或其他文件（“**专有物品**”），除非镭尔谱给予明文书面同意。这些样本和/或文件一经要求应当归还镭尔谱，除非客户已向镭尔谱下达以之为基础的订单。本第 3.2 条也适用于客户的专有物品。

- 3.3 LAP may, however, disclose the Proprietary Items to third parties, to whom LAP is permitted to make deliveries and / or provide services under the contract or whom it uses as agents. If LAP’s Proprietary Items are not returned within 7 calendar days of receipt of its request, LAP shall have the right at its option, as an alternative to requesting their return, to invoice them to the Customer based on LAP’s current price lists valid at the time for such goods and items.

但是，镭尔谱可向在合同下被允许向其交付和/或提供服务、或被镭尔谱用作代理的第三方披露专有物品。若镭尔谱的专有物品未在收到其要求后 7 个日历日内归还，镭尔谱有权自行选择不再要求归还，或按镭尔谱当时现行有效的价目单就该等物品和物项向客户发出账单。

### 4. **Conclusion of Contract / Scope of Delivery and Service / Procurement Risk and Guarantee**

## 合同的订立/交付以及服务的范围/采购风险和保证

- 4.1 LAP's quotations and price lists are subject to change unless they are expressly designated as binding or contain binding commitments. They are merely invitations to treat or requests to the Customer for orders. 除非明文说明具有约束力或包含具有约束力的承诺，镭尔谱的报价和报价单可以变更。该等报价和报价单仅为要约邀请或致客户的订单请求。

The Customer shall be bound by its order as an offer to contract for 14 calendar days after LAP's receipt of the order unless the Customer expects to receive LAP's acceptance on a regular basis at a later date.

客户订单属于合同要约，客户在镭尔谱收到其订单后 14 个日历日内受该订单的约束，除非根据一般的情况客户预期在更晚的日期收到镭尔谱的接受承诺。

- 4.2 An Individual Sales Contract is created only when LAP confirms the Customer's order in writing (including by telefax or email). Where delivery is made or a service provided within the period by which the Customer is bound by the order, LAP's confirmation can be replaced by LAP's invoice.

个别销售合同仅在镭尔谱书面（包括电传或电邮）确认客户订单时才成立。若在客户受订单约束期间提供交付或服务，则镭尔谱的确认可由镭尔谱的账单取代。

- 4.3 If the delivery item includes software, the Customer shall have a non-exclusive, irrevocable right to use it in unchanged form, without restriction in time and place, but solely in connection with the use of the delivery item in which the software is implemented or for which it is intended, and in the case of third-party software only within the scope of the licensing terms of the third-party software producer and/or provider.

若交付物项包括软件，客户应享有无时间和地点限制、以原有形式使用该软件的非排他性、不可撤销的权利，但以配置该软件的交付物项的使用或所拟使用所需要的范围为限，且在第三方软件的情况下，还以第三方软件生产商和/或提供者的许可条款的范围为限。

- 4.4 In the event of call orders or acceptance delays caused by the Customer, LAP has the right to procure and import the equipment of the entire order immediately. After the order is placed, no change requests from the Customer can therefore be considered unless this was expressly agreed in writing.

在分批订单或由客户导致的接收延迟的情况下，镭尔谱有权立即采购和进口整个订单的设备。在订单下达之后，除非明文书面约定，镭尔谱不再考虑客户的任何变更的要求。

- 4.5 The Customer must notify LAP in writing in due time prior to conclusion of the contract of any special requirements of LAP's products. Such notice shall not, however, extend LAP's contractual obligations and liability.

客户须在合同订立之前适时书面通知镭尔谱其对镭尔谱产品的任何特殊要求。但是，该等通知并不扩大镭尔谱的合同义务和责任。

- 4.6 Assumption of a procurement risk or a procurement guarantee does not lie solely in LAP's obligation to deliver an object which is only defined by its type.

镭尔谱交付某类型产品的义务本身，并不包含承担采购风险或作出采购保证。

- 4.7 LAP shall only assume a procurement risk by virtue of a separate written agreement stating "we assume the procurement risk...".

镭尔谱仅在另行签署书面协议约定“我方承担采购风险...”的情况下才承担采购风险。

- 4.8 If acceptance of the products or their shipment or the acceptance of LAP's service is delayed for any reason for which the Customer is responsible, LAP has the right, after setting an extension of time of 14 days which has expired, at LAP's option to request immediate payment of the purchase price and/or payment of the remuneration under the Contract, or to rescind the Contract or refuse performance and make a claim for all damages, losses, liabilities, costs and expenses (including legal fees on an indemnity basis) (collectively referred to as "**Damages**") suffered thereby instead of full performance. The time limit must be given in writing. LAP shall not be required to refer again to LAP's rights under this Clause 4.8.

若产品的接收或运输或镭尔谱服务的接收由于客户原因而延迟，镭尔谱有权在设定 14 天的延长期且该延长期届满之后，选择要求立即按照合同支付购买价款和/或支付报酬，或不要求全面履行合同，而要求解除合同或拒绝履行，并追索其所蒙受的所有损失、损害、责任、费用和开支（包括实际发生的全部律师费）（合称“**损失**”）。时限必须以书面方式设定。镭尔谱不需再次援引镭尔谱于本第 4.8 条下的权利。

In the event LAP claims Damages as stipulated above, the Damages to be paid shall amount to 30 % of the net delivery price in the case of sales contracts, or 30 % of the agreed net remuneration in the case of service contracts. This shall not affect any right of either party to prove a different amount of damage or that no damage was incurred.

若镭尔谱按照上述约定追索损失，所应赔偿的该等损失的金额，对于销售合同，应相当于净交付价款的 30%，或者，对于服务合同，应相当于约定净报酬的 30%。任何一方证明不同的损失金额或证明没有损失发生的任何权利不受此影响。

- 4.9 If shipment is delayed at the Customer's request or for reasons for which the Customer is responsible, LAP shall be authorised to store the goods, beginning on expiry of the period set in the notice in writing that the goods are ready for shipment, and to invoice the costs incurred for this at 2% of the net invoice amount of the stored goods for each full week or part thereof. This shall be without prejudice to, and shall not affect, LAP's assertion of any other rights or remedies.

若运输根据客户的要求或由于客户的原因而延迟，镭尔谱有权储存货物，自货物可以发运的书面通知中设定的期限届满起算，并就此每一星期（不满一个星期按一个星期计算）按所储存货物净账单金额的 2% 签发账单。镭尔谱主张任何其他权利或救济不受影响。

Furthermore, LAP has the right, after the foregoing time limit expires, to dispose of the contract goods otherwise, and to deliver to the Customer again after a reasonable time.

此外，上述时限届满之后，镭尔谱有权另行处理合同货物，在一段合理时间之后再次向客户交付。

- 4.10 If an order or call for delivery is delayed by the Customer, LAP has the right to postpone the delivery by the same period of time as the Customer is behind schedule plus a scheduling period of 4 working days at the place of LAP's head office in Lueneburg, Germany.

若客户延迟提交订单或分批交付要求，镭尔谱有权按照客户延迟的时间再加镭尔谱在德国吕内堡的总部 4 个工作日的计划期，相应延迟交付。

- 4.11 Unless otherwise expressly agreed in writing or LAP is subject to different statutory provisions, e.g. in the case of medical devices, LAP shall only be required to provide user information for LAP's products and a product label in English.

除非另行明文书面约定，或镭尔谱受不同法律规定约束，例如医疗设备的情况，镭尔谱仅需向客户提供英文的镭尔谱产品信息和产品标签。



## 5. Delivery / Packaging / Installation and Assembly

### 交付/包装/安装和装配

- 5.1 Binding delivery dates and periods must be agreed expressly and in writing as binding. LAP shall use LAP's reasonable endeavours to meet delivery dates and periods that are not binding or an estimate. 具有约束力的交付日期和期限，必须明文书面约定具有约束力。镭尔谱应尽合理努力按照不具有约束力或估计的交付日期和期限交付。
- 5.2 Delivery and/or service periods shall begin with the Customer's receipt of LAP's order confirmation but not before all details about the performance of the order are clarified and all other requirements to be fulfilled by the Customer are met, in particular advance payments or securities agreed are paid or provided in full. This shall apply to delivery dates and/or service dates. If the Customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin when LAP confirm the change. 交付和/或服务期限应自客户收到镭尔谱的订单确认书起算，但在这之前，关于订单履行的所有细节必须均已明确，且需要客户落实的所有其他要求必须均已落实，特别是约定的预付款或担保已经全额支付或提供。此项约定适用于交付日期和/或服务日期。若客户在下达订单之后要求变更，则新的合理的交付和/或服务期限自镭尔谱确认变更时起算。
- 5.3 Deliveries may be made and/or services provided prior to expiry of the time of delivery/service. The date of delivery shall be deemed the date on which the products arrive at the place agreed by the Parties. 交付和/或服务应在交付/服务期限届满之前提供。产品抵达双方约定地点之日视为交付日期。
- 5.4 The Customer's interest in LAP's performance shall lapse for lack of any other written agreement only if LAP fails to deliver material parts or deliver with delay. 只有在镭尔谱未能交付大部分产品或迟延交付的情况下，客户对镭尔谱履约的利益才会由于没有任何其他书面协议而不再存在。
- 5.5 If LAP defaults in delivery, the Customer must first give LAP a reasonable cure period or extension of time of at least 14 days, to perform the contract. If this elapses in vain, damage claims for breach of contract, for whatever reason, shall exist only as stipulated in **Clause 5.7** and **Clause 11**. 若镭尔谱未能交付，客户必须首先给予镭尔谱至少 14 天的合理补救期限或宽限，以便履行合同。上述期限届满镭尔谱仍未履行合同，则基于任何理由提出的违约索赔，仅在符合第 5.7 条和第 11 条的前提下方可成立。
- 5.6 LAP shall not be in default as long as the Customer is in default in fulfilling any of its obligations towards LAP, which shall also include obligations of the Customer under other contracts. 只要客户未能履行其对镭尔谱的任何义务，包括客户于其他合同下的义务，镭尔谱在任何情况下均不构成违约。
- 5.7 If the Customer incurs damage as a result of LAP's default, the Customer shall have the right, to the exclusion of any further claims, to request compensation for default. It shall amount to 0.5% for each full week of default or part thereof but subject to a maximum aggregate of 5% of the net value of the complete delivery and/or complete service which, as a result of the default, is not delivered by LAP in due time or according to the contract. Any further compensation from LAP for damages due to delay shall be excluded. This shall not apply in the case of compulsory statutory basis for liability. 若客户因镭尔谱违约而蒙受损失，客户有权要求违约赔偿，但不得提出任何其他索赔。上述违约赔偿金额应为每个星期（不满一个星期按一个星期计算）镭尔谱未能按时或按约履行的全部交付和/

或服务净值的 0.5%，最高 5%。镭尔谱因迟延而须支付的其他赔偿一概排除。此项约定不适用于法定强制性责任。

5.8 Unless otherwise agreed, LAP shall take back packaging only by reason of and within the scope of LAP's legal obligation.

除非另行约定，镭尔谱仅根据镭尔谱的法定义务，且在其该等法定义务的范围内，回收包装材料。

5.9 Unless otherwise agreed, the following provisions shall apply to installation and assembly:

除非另行约定，下列条款适用于安装和装配：

(a) The Customer shall bear the costs of the following and provide the following in due time:

客户应按时提供下列条件并承担费用：

(i) all excavation work, construction work and other auxiliary work which is outside LAP's industry including the provision of skilled and unskilled workers, building materials and tools required to do so;

镭尔谱行业之外的所有挖方工程、建筑工程和其他辅助工程，包括提供所需的熟练和非熟练工人、建筑材料和机具；

(ii) the requisites and materials required for assembly and start-up such as scaffolding, lifting gear and other devices, fuel and lubricants;

装配和启动所需的设备和材料，如脚手架、起重机及其他设备、燃料和润滑油；

(iii) energy and water at the place of use including connections, heating and lighting;

使用地点的能源和供水，包括连接、加热和照明；

(iv) sufficiently large, suitable, dry and lockable rooms at the assembly site to store machine parts, apparatus, materials, tools etc. and suitable work and recreation rooms for the assembly personnel including sanitary installations which are appropriate to the circumstances; furthermore, the Customer must take all measures to protect LAP's tools and LAP's property and assembly personnel on the building site that the Customer takes to protect its own employees and property; and

装配现场宽敞、适当、干燥和可上锁的房间，供存放机器部件、设备、材料、工具等物品，及供装配人员使用的适当的工作和休息用房，包括适当的卫生设备；此外，客户还须采取一切措施，像保护其本身员工和财产一样保护建筑工地上镭尔谱的机具、镭尔谱的财产及装配人员；及

(v) protective clothing, equipment and safeguards that are required given the special circumstances of the assembly site.

装配现场所需的防护服装、设备和措施。

Before assembly work begins, the Customer shall, without being asked to do so, provide in writing the necessary information about the position of concealed electricity lines, gas and water pipes or similar installations and the necessary static data.

在装配工程开始之前，客户应当主动以书面方式提供关于隐蔽电线、煤气管和水管或类似管线位置的必要信息及资料。

Before the installation or assembly begins, the equipment and items required to start work must be at the installation or assembly site, and all preliminary work prior to commencement of assembly must have progressed so that the installation or assembly can begin as agreed and can be performed without interruption. Access roads and the place of installation or assembly must be levelled and cleared.

在安装或装配开始之前，开工所需的设备和物项必须抵达安装或装配现场，所有准备工作必须就绪，以保证安装或装配如约开始，不间断地进行。进场道路和安装或装配地点必须平整、畅通。

(b) If the installation, assembly or start-up is delayed for reasons beyond LAP's control, the Customer shall bear the costs for the waiting time and additional travel required of LAP's assembly personnel.  
若安装、装配或启动因镭尔谱无法控制的原因而延迟，客户应承担镭尔谱装配人员待工时间及额外差旅的费用。

(c) Every week the Customer shall certify to LAP immediately the duration of LAP's assembly personnel's working time and the termination or completion (as the case may be) of the installation, assembly or start-up.

每一个星期，客户应立即向镭尔谱核证镭尔谱装配人员的工作时间及安装、装配或启动的中指或完成（视情况而定）。

(d) If LAP requests acceptance of the delivery, the Customer shall carry this out immediately upon completion. If the Customer fails to do so, acceptance shall be deemed carried out. Acceptance shall also be deemed carried out and completed when the delivery item is being used commercially, if applicable after an agreed test period has ended. In any event, the final acceptance of the products should be no later than 3 months after the delivery; otherwise the products shall be deemed as accepted by the Customer.

若镭尔谱要求验收，客户应在完成后立即验收，否则视为接受。交付产品投入商业化使用（若适用）且约定试用期满，也视为接受。在任何情况下，产品的最后验收应不迟于交付后 3 个月，否则视为客户已经接受产品。

## **6. Force majeure / Delivery subject to punctual delivery to LAP on the part of LAP's sub-contractors**

不可抗力/交付以镭尔谱分包商向镭尔谱按时交付为前提

6.1 If LAP does not receive a delivery or service from LAP's sub-contractors to allow LAP to provide LAP's delivery or service which is due from LAP under the Contract, despite due and proper stocking in terms of quantity and quality under LAP's delivery or service agreement with the Customer, for reasons for which LAP are not responsible, or it is incorrect or not in due time, or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), LAP shall notify the Customer in writing in due time. In such case, LAP has the right to postpone the delivery for the duration of the obstruction or event, or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if LAP has met LAP's foregoing duty to provide information and has not assumed a procurement risk. Events of force majeure shall be deemed to be any cause affecting the performance of the Contract arising from or attributable to the acts, events, omissions or accidents beyond the control of the party to perform and, without limiting the generality thereof, shall include strikes, lock-outs, official intervention, war, riot, power shortages and shortages of raw materials, transport bottlenecks through no fault of LAP's own, company obstructions not due to LAP e.g. fire, water and damage to machinery and any other obstructions which, when considered objectively, were not caused by LAP's negligence.

即使镭尔谱在其与客户的交付或服务协议项下对产品数量和质量方面均进行了充分、适当的储备，若由于非由镭尔谱负责的原因，或内容或时间不对，或发生不可抗力且持续相当时间（即超过 14 个日历日），致使镭尔谱没有收到镭尔谱分包商的交付或服务，从而不能按本合同提供镭尔谱交付或服务，则镭尔谱应当及时书面通知客户。在这样的情况下，只要镭尔谱履行了前述提供信息的义务，

且未承担采购风险，镭尔谱有权按照障碍或事件的持续时间延迟交付，或就尚未履行的部分合同全部或部分取消合同。因受影响一方无法控制的行为、事件、疏忽或事故而产生的、影响合同履行的任何事件，均视为不可抗力事件，不影响以上约定的一般性，包括罢工、停产、政府干预、战争、暴乱、电力短缺和原材料短缺、非因镭尔谱自身过错所致的运输障碍、非镭尔谱原因所致的公司障碍如火灾、浸水、机器损坏及任何其他客观考虑非因镭尔谱的过失所致的障碍。

6.2 If a delivery and or service date or delivery and/or service period is agreed with binding force and the agreed delivery or service date or the agreed delivery and/or service period is exceeded due to events stated in **Clause 6.1**, the Customer has the right, after a reasonable extension of time has elapsed without success, to rescind the contract for that part of the contract not yet fulfilled. The Customer shall have no further claims, especially claims for damages, in such case.

若约定某一交付和或服务日期或交付和/或服务期限具有约束力，而该交付或服务因第 6.1 条所述事件未在该约定交付或服务日期或约定交付和/或服务期限内提供，则在合理宽限届满且该交付和/或服务仍未提供的情况下，客户有权就尚未履行的部分合同取消合同。在这样的情况下，客户无权提出其他要求，特别是赔偿要求。

6.3 The above **Clause 6.2** shall apply accordingly if, for the reasons stated in **Clause 6.1**, also without contractual agreement of a fixed delivery and/or service date, the Customer cannot be objectively expected to adhere further to the contract.

若因第 6.1 条所述原因，不能客观期望客户继续履行合同，且无固定交付和/或服务日期的约定，以上第 6.2 条相应适用。

## 7. **Shipment / Passing of Risk**

### 运输/风险转移

7.1 Unless otherwise agreed in writing, delivery term will be stated in the Individual Sales Contract.

除非另行书面约定，交付条款将在个别销售合同中载明。

7.2 Unless otherwise agreed, LAP reserves the right to choose the route and means of transport where shipment is agreed, or if no collection date is agreed, the right to choose the above-mentioned obligation to be performed at the place of business of the provider where the provider must dispatch the goods or remit the money to the recipient. LAP shall, however, endeavour to take the Customer's requirements into account with respect to the route and type of shipment. Any additional expenses as a result, as well as where delivery freight paid is agreed, shall, like the transport and insurance costs, be borne by the Customer.

除非另行约定，镭尔谱保留在约定发运的情况下选择运输路线和方式的权利，或在没有约定提取日期的情况下选择在提供者营业地点履行上述义务的权利，由提供者向接受者发运货物或汇付款项。但是，镭尔谱应当尽力考虑客户关于运输路线和方式的要求。由此发生的额外费用，或经同意支付的运费，与运费和保险费一样，由客户承担。

If shipment is delayed at the Customer's request or due to the Customer's fault, LAP shall store the goods at the Customer's expense and risk. In this case, notice that the goods are ready for shipment shall be deemed equivalent to shipment.

若根据客户要求或因客户过错导致发运延迟，镭尔谱负责存放货物，费用和 risk 由客户承担。在这样的情况下，货物可以发运的通知，视为等同于发运。

7.3 The risk of accidental loss or accidental deterioration shall pass to the Customer when the products are

delivered to the destination or designated party agreed by the Parties. The foregoing shall also apply if an agreed partial delivery is carried out.

意外灭失或意外损毁的风险，在产品交付至双方约定的目的地或指定人时转移至客户。上述约定也适用于经同意的部分交付的情况。

The risk of accidental loss or accidental deterioration shall pass to the Customer in the case of deliveries made by LAP in connection with an installation or assembly when the deliveries enter the Customer's premises.

对于镭尔谱与安装或装配有关的交付，意外灭失或意外损毁的风险在所交付的产品进入客户场地时转移至客户。

- 7.4 If delivery is delayed because LAP asserts LAP's right of retention due to the Customer's default in payment in whole or in part or due to another reason for which the Customer is responsible, the risk shall pass to the Customer at the latest as of the date on which the notice is sent to the Customer stating that the delivery is ready for shipment and/or the service can be performed.

若镭尔谱因客户未能支付全部或部分款项，或因应由客户负责的其他原因而主张留置权，导致延迟交付，风险最迟于产品可以发运和/或服务可以提供的通知送达客户之日转移至客户。

## **8. Notice of Defects / Breach of Contract due to Material Defects / Warranty**

**缺陷通知/严重缺陷所致违约/质量保证**

- 8.1 The Customer must give LAP notice of material defects no later than 7 days after delivery. Notice of latent material defects must be given to LAP immediately after they are discovered but at the latest within the limitation period in respect of warranty according to Clause 8.6. A notice of defects that fails to comply with requirements of time shall, subject to applicable law, exclude any claim by the Customer for breach of contract due to material defects.

客户给予镭尔谱严重缺陷通知须不迟于交付后 7 天。隐藏严重缺陷的通知须在发现后立即，且最迟应在第 8.6 条下的质量保证的有效期限内给予镭尔谱。缺陷通知不符合时间要求，在适用法律允许的情况下，客户即无权提出关于严重缺陷所致违约的索赔。

- 8.2 The transport operator must also be notified of any material defects on delivery, and the recording of defects in writing must be arranged by the transport operator. Failure to have the transport operator arrange the recording of defects in due time shall exclude any claim by the Customer for breach of contract due to material defects. This shall not apply in the case of compulsory statutory basis for liability.

严重缺陷须在交付时通知承运人，由承运人安排做缺陷的书面记录。未促使承运人安排及时进行缺陷记录，客户即无权提出关于严重缺陷所致违约的索赔。此项约定不适用于法定强制性责任。

If defects in quantity and weight were already ascertainable upon delivery according to the foregoing duties to inspect, the Customer must make a complaint about the defects to the transport operator upon receipt of the products, and have this complaint certified by the transport operator. Claims based on the wrong quantity being delivered shall not be made in the case of only a slight deviation from the agreed quantity, where to do so would be unreasonable on the part of the Customer. Failure to give notice of defects in due time to the transport operator shall also exclude any claim by the Customer arising from breach of contract due to material defects. This shall not apply in the case of compulsory statutory basis for liability.

若数量和重量缺陷在交付时根据前述检验责任已经可以确定，客户须在收到产品时向承运人提出缺陷投诉，并由承运人予以核证。在只是轻微偏离约定数量、客户提出索赔不合理的情况下，不

得提出交付数量差错索赔。未能及时给予承运人缺陷通知，亦使客户无权提出关于严重缺陷所致违约的索赔。此项约定不适用于法定强制性责任。

- 8.3 When handling, processing, combining or mixing with other goods begins, the products delivered shall be deemed accepted by the Customer. This shall also apply if the products are shipped on from their original destination.

所交付的产品开始搬运、加工、与其他货物合并或混合，即视为客户已经接受。此项约定也适用于产品从原目的地转运的情况。

Before any of the above activities begin, the Customer shall be solely responsible for clarifying through appropriate checks in terms of scope and method, whether the delivered products are suitable for the purposes intended by the Customer.

在上述任何活动开始之前，客户独立负责通过范围和方法适当的检查，确定所交付的产品是否适合于客户预期的目的。

- 8.4 The Customer must give notice in writing immediately of any other breach, setting a reasonable time limit for remedy (which period shall not be less than 60 days), before asserting any further rights.

对于任何其他违约，在主张任何其他权利之前，客户必须立即给予书面通知，载明合理的补救期限（不少于 60 天）。

- 8.5 If, by way of exception, the breach does not relate to the performance of work by LAP, the Contract may not be rescinded if the breach is immaterial.

若违约与镭尔谱的履约无关，且不重大，则合同不得解除。

- 8.6 LAP shall provide a warranty for material defects, unless otherwise expressly agreed in writing, for a period of 12 months, starting from the date the products are delivered (or deemed delivered) to the Customer. This shall not apply to damage claims for any fraudulent act or where a longer period is stipulated by applicable law.

镭尔谱应就重大缺陷提供质量保证，除非另行明文书面约定，质量保证期应为 12 个月，自产品交付（或视为交付）给客户之日起算。此项约定不适用于欺诈所致损失索赔或适用法律规定了更长期限的情况。

- 8.7 The Customer's sole remedy for the failure of LAP's products to conform to specifications or for breach of the warranties provided herein shall be limited to either: (a) rectification or replacement of the defective or non-conforming product (at LAP's discretion); or (b) after two unsuccessful attempts to rectify the defect, a reduction of price or cancellation of the contract and reasonable compensation for damages or losses incurred by the Customer.

对于镭尔谱产品不符合规格或违反本合同下质量保证的情况，客户仅有的救济限于：(a)修复或更换缺陷或不合格产品（由镭尔谱选择）；或(b)在两次修复不成功之后，降低价格或取消合同并合理赔偿客户损失。

- 8.8 If the Customer or a third party rectifies a defect incorrectly, LAP shall not be liable for the resulting consequences. This shall also apply to any modifications of the delivery item undertaken without LAP's prior consent.

若客户或第三方以不当方式修复缺陷，镭尔谱不对所致后果承担责任。此项约定也适用于未经镭尔谱事先同意对所交付的产品进行的修改。

- 8.9 Further claims by the Customer for or in connection with defects or consequential damage caused by a defect, for whatever reason, shall exist only subject to the provisions of **Clause 8.10** and **Clause 11**.  
客户基于任何理由就缺陷或缺陷所致损失提出的其他索赔，仅在符合第 8.10 条和第 11 条的前提下方可成立。
- 8.10 Damage claims of the Customer against LAP due to a material defect of goods delivered by LAP shall be excluded. This shall not apply in the case of compulsory statutory basis for liability.  
客户不得就镭尔谱交付的产品的重大缺陷对镭尔谱提出损失索赔。此项约定不适用于法定强制责任。
- 8.11 LAP's warranty (claims for breach of contract due to defective performance in the case of material defects) and liability arising herefrom shall be excluded if defects and damages connected therewith cannot be proven to be due to defective material, defective design or defective performance or defective instructions on use. Warranty and liability arising herefrom shall be excluded in particular with respect to the consequences of incorrect use or exceptional wear and tear of the products, excessive use or inappropriate storage conditions, for example, the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with expected average standard influences. This shall not apply in the case of compulsory statutory basis for liability.  
若不能证明缺陷和有关损失系因材料缺陷、设计缺陷、履约缺陷或使用说明缺陷所致，则不适用镭尔谱于本合同下的质量保证（严重缺陷违约索赔）和责任。特别地，对于不当使用或异常磨损、过度使用或不当储存条件（例如不符合一般平均影响水平的化学、电磁、机械或电解影响）造成的后果，不适用本合同下的质量保证和责任。
- 8.12 LAP shall not provide a warranty for parts which are subject to wear and tear when products are used incorrectly and/or have to be regularly exchanged by the Customer to maintain their proper function or are otherwise subject to normal use or wear and tear, and LAP shall not provide a warranty for consumables whose 'best before' date is limited or has expired, where malfunction is caused by wear and tear or because the 'best before' date has expired. This shall also apply to products where the defect occurred after the 'best before' date expired if the defect is due to expiry of the "best before" date.  
镭尔谱不就产品使用不当时易于磨损、及/或须由客户经常调换以保持其正常功能、或因其他原因在正常使用中磨损的部件提供质量保证，且在因磨损或“适用期”已过而造成故障的情况下，不就“适用期”有限或已过的消耗品提供质量保证。此项约定也适用于在“适用期”过后、因“适用期”已过而造成缺陷的产品。
- 8.13 Claims by the Customer for expenses required for subsequent performance, in particular transport, travel, labour and material costs shall be excluded if the expenses increase because the delivery item has been transferred subsequently to a location other than the Customer's premises unless in doing so this complies with its intended use.  
客户不得就所交付的产品转运至客户场地以外地点所发生的额外后续履约费用，特别是运输、差旅、劳务和材料费用提出索赔，除非上述行为符合其预期用途。
- 8.14 Claims based on defects shall not be made in the case of only a minor deviation from the agreed or customary condition or usefulness.  
在只是轻微偏离约定或常规条件或用途的情况下，不得提出缺陷索赔。
- 8.15 Notification of breach of contract in the form of material defects shall only be valid when given in writing.  
严重缺陷的违约通知仅在以书面方式给予的情况下才有效。

## **9. Prices / Payment Terms / Objection of Uncertainty**

### **价格/支付条款/不确定性异议**

- 9.1 Unless otherwise agreed in the Individual Sales Contract, all prices are on principle quoted net in RMB and exclude packaging, freight, transportation insurance costs, duties, levies and value added or other taxes at the applicable rate or relocation fees.  
除非在个别销售合同中另行约定，所有价格原则上均为人民币净价，不包括包装、运输、运输保险等费用、关税、增值税或其他税费或迁移费。
- 9.2 If LAP has agreed to perform the installation or assembly and unless otherwise agreed, the Customer shall bear, apart from the agreed remuneration, all necessary ancillary costs such as travel expenses, costs for transporting hand tools and personal luggage and daily allowances.  
若镭尔谱同意履行安装或装配，则除非另行约定，除约定报酬外，客户还须承担所有必要相关费用，如差旅费、工具和人员行李运输费及人员每日津贴。
- 9.3 Services that are not an integral part of the agreed scope of delivery shall be charged, unless otherwise agreed, on the basis of LAP's respectively valid general price lists.  
除非另行约定，不属于约定交付范围组成部分的服务，将按镭尔谱当时有效的一般价目表收费。
- 9.4 LAP can, at LAP's reasonable discretion, increase the remuneration payable unilaterally and reasonably where material procurement costs, wage and ancillary wage costs as well as energy costs and costs due to environmental charges are increased, if more than 3 months elapses between conclusion of the contract and delivery.  
合同订立和交付之间的时间间隔超过 3 个月，在材料采购成本、工资和工资相关成本、能源成本及环境变化所致成本提高的情况下，镭尔谱可以单方面合理决定提高报酬。
- 9.5 If, according to the Contract, LAP should bear the freight charges by way of exception, the Customer shall bear any additional costs arising from increases in freight rates after the Contract was concluded.  
若根据合同由镭尔谱例外承担运费，则因合同订立之后运价提高所致的额外费用由客户承担。
- 9.6 Unless otherwise agreed, LAP's invoices shall be paid before the delivery of products is arranged, without deduction of any kind.  
除非另行约定，镭尔谱的账单应在安排产品交付之前支付，且不带任何扣除。
- 9.7 If the Customer fails to make payment, the Customer shall be in default, also without notice, within 31 calendar days of receipt of the invoice in the case of an obligation to dispatch and in the case of an obligation to be performed at the place of business of the recipient, and within 31 calendar days after the Customer's receipt of LAP's notice that the goods are ready for delivery.  
若客户未能在收到账单后 31 个日历日内（对于发货义务和在收货方营业地点履行的义务），及在收到镭尔谱关于货物可以交付的通知后 31 个日历日内付款，则不经通知，构成客户违约。
- 9.8 Once in default, default interest shall be charged at the rate of 2% per month or the maximum rate allowed by law, whichever is lower, from the due date up to the date of actual payment (before as well as after judgment). LAP reserves the right to claim damages in excess of this.  
一旦违约，将按每月 2% 的利率或法律允许的最高利率（以较低者为准）收取违约利息，从到期日起算至实际支付日（不论在判决前后）为止。镭尔谱保留追索超出上述标准的损失的权利。



9.9 The date payment is received by LAP or credited to LAP's account at the place of payment specified by LAP shall be deemed the payment date.

镭尔谱收到付款之日，或付款记存镭尔谱指定付款地点的镭尔谱账户之日，视为付款日。

9.10 The Customer's default in payment shall cause all claims for payment under the business relationship with the Customer to become due immediately. Regardless of any agreements to defer payments, agreements on the term of bills of exchange or payment by instalment, in such event all the Customer's liabilities due to LAP shall become due for payment immediately.

客户付款违约，将致使与客户的业务关系下的所有付款请求立即到期。在这样的情况下，不论有何延迟付款协议、汇票期限协议或分期付款协议，客户对镭尔谱的所有债务立即到期。

9.11 If payment terms are not met or circumstances known or recognisable that, in LAP's proper commercial judgment, give rise to doubt about the Customer's creditworthiness, also including such facts that existed when the contract was concluded but which were unknown to LAP or could not have been known to us, LAP has the right, without prejudice to LAP's other rights and remedies in such cases, to cease further work on current orders or delivery, and to request advance payments or the provision of appropriate, customary securities, e.g. in the form of a bank guarantee issued by a bank acceptable to us, for deliveries still outstanding, and, after expiry of a reasonable period of time to provide such securities is unsuccessful, to rescind the contract, irrespective of other rights. The Customer shall be obliged to reimburse LAP for all damages incurred by the non-performance of the contract.

若付款条款未得以履行，或有镭尔谱根据其适当商业判断认为可使客户信用产生疑问的情况，包括在合同订立时即已存在但镭尔谱不知道或不可能知道的事实，

9.12 The Customer shall have a right of retention or right of set-off only with respect to those counter-claims that are not disputed or have been awarded by final judgment.

客户仅就没有异议或获得最终判决支持的反请求享有留置权或抵消权。

9.13 The Customer can only exercise a right of retention if its counter-claim relates to the same contractual relationship.

客户仅可就其在同一合同关系下的反诉行使留置权。

LAP shall only accept bills of exchange offered as an exception by way of express agreement in writing. LAP shall make discount charges from the due date of the invoice until the maturity date of the bill of exchange as well as charge costs for the bill of exchange. The customer must bear interest and the costs for the discounting or redemption of bills of exchange. With regard to bills of exchange and cheques, the date of their redemption shall be deemed the payment date. In the event of LAP's bank refusing to discount a bill of exchange or in the event of reasonable doubt that a bill of exchange shall be discounted during the term of the bill of exchange, LAP shall be entitled to request immediate payment in cash while the bill of exchange is taken back.

镭尔谱仅接受作为例外以明文书面协议形式提供的汇票。镭尔谱将从账单到期日起至汇票到期日为止收取折现费，并收取汇票处理费。客户承担汇票折现或兑现的利息和成本。对于汇票和支票，其兑现日视为付款日。若镭尔谱的银行拒绝对汇票予以折现，或汇票在其期限内折现存在合理疑问，镭尔谱有权要求退回汇票、立即以现金付款。

9.14 If the Customer fails to return bank guarantees and/or guarantees received from LAP in due time, the customer shall reimburse LAP for all costs and charges incurred by LAP as a result as of the date of

default in returning the guarantees until all our claims under the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims by LAP are incorporated in a current account and the balance has been established.

若客户未能及时退回镭尔谱的银行保函，客户应向镭尔谱赔偿其从应当退还保函之日起至镭尔谱在与客户的业务关系下的所有费用，包括今后订立的合同下的未来债权，得以清偿为止，而所发生的所有费用。此项约定也适用于镭尔谱的任何任何及所有债权并入往来账户之后所确定的以镭尔谱为受益人的任何余额。

## 10. Retention of title / Right of lien

### 所有权保留/留置权

- 10.1 No matter what delivery term is agreed in the Individual Sales Contract, LAP retain title to all equipment and goods LAP delivers (hereinafter referred to collectively as ("**goods subject to retention of title**") until all LAP's claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in LAP's favor when any or all claims by LAP are incorporated in a current account and the balance has been established.

除非镭尔谱与客户在业务关系下的所有债务（包括由于日后订立的合同在将来产生的债务）均已支付，无论交付条款在个别销售合同中如何约定，镭尔谱对其交付的所有设备和货物保留所有权（合称“**受所有权保留限制的货物**”）。这也适用于当镭尔谱的任何或所有债权并入往来账户并产生余额、以镭尔谱为受益人的任何结存款。

- 10.2 The Customer must insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to goods subject to retention of title shall be and are hereby assigned to LAP to the full value of the goods subject to retention of title.

客户必须为受所有权保留限制的货物提供充分保险，尤其是对火灾和盗窃。有关受所有权保留限制的货物的损坏而产生的保险索赔应在此向镭尔谱转让受所有权保留限制的货物的全部价值。

- 10.3 The Customer is authorised to resell the delivered products in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If the goods subject to retention of title are not paid for immediately by third party buyers when resold, the Customer shall be obliged to resell under retention of title only. Authorisation to resell the goods subject to retention of title shall not apply a priori if the Customer suspends payment or defaults in payment to us.

客户被授权在正常业务过程中转售交付的产品。不允许客户进行其他处置，尤其是质押或授予等值的留置权。当转售时，如果第三方买家未立刻对受所有权保留限制的货物付款，客户有义务仅可按照所有权保留转售。如果客户暂停向镭尔谱付款或付款违约，转售受所有权保留限制的货物的授权不适用。

- 10.4 The Customer hereby assigns to LAP all claims including securities and ancillary rights that accrue against the end user or third parties from or in connection with the resale of goods subject to retention of title. The Customer may not reach an agreement with its purchasers that excludes or impairs LAP's rights in any way or nullifies the claim's assignment in advance. When the goods subject to retention of title are sold with other items, the claim against third party buyers amounting to the delivery price agreed between LAP and the Customer shall be deemed assigned unless the

amounts applicable to the individual goods can be determined from the invoice.

客户在此向镭尔谱转让所有债权，包括来自转售受所有权保留限制的货物或与之有关的对最终用户或第三方的累计担保和附属权利。客户不得与其买家达成以任何方式排除或损害镭尔谱权利或事先废除债权转让的协议。当受所有权保留限制的货物与其他货物一同出售时，向第三方买家索偿的镭尔谱和客户同意的交付价格款项应视为已转让，除非适用于个别货物的款项可以通过发票确定。

- 10.5 The Customer shall be entitled to collect claims assigned to LAP until revoked by LAP, such revocation to be made at LAP's discretion at any time and from time to time. At LAP's request, the Customer shall be obliged to give LAP the information and documents in full required to collect assigned claims, and unless LAP does so, notify its buyers immediately of the assignment.

客户有权收取转让给镭尔谱的债权，直到镭尔谱撤销为止，镭尔谱可以在任何时候及不时酌情决定该撤销。经镭尔谱要求，客户有义务向镭尔谱提供收取所转让的债权所需的全部信息和文件，且除非镭尔谱已这么做，立刻通知其买家该转让。

- 10.6 If the Customer incorporates claims from the resale of goods subject to retention of title in a current account relationship with its buyers, the Customer shall assign to LAP any recognised closing balance in its favour in the amount which corresponds to the total amount of the claim from the resale of LAP's goods subject to retention of title, such claim being transferred to the current account relationship.

如果客户将来自转售受所有权保留限制的货物的债权并入与其买家的往来账户关系，客户应以镭尔谱为受益人向其转让对应于来自转售镭尔谱的受所有权保留限制的货物的债权款项的任何认可的期末结余，该债权被转入往来账户关系。

- 10.7 The Customer must notify LAP immediately if the Customer has already assigned claims to third parties from the resale of products delivered or to be delivered by us, especially due to real or unreal factoring arrangements, or other agreements which can impair LAP's current or future security interests according to Clause 10. In the case of unreal factoring, LAP shall be authorised to rescind the contract and request the products already delivered to be handed over. This shall also apply to real factoring if, according to the contract with the factor, the Customer is not free to dispose of the purchase price of the claim.

如果客户已向第三方转让由转售镭尔谱交付或将交付的产品产生的债权，尤其是由于真实或非真实保理安排，或根据第 10 条可能损害镭尔谱当前或将来担保利益的其他安排，客户必须立刻通知镭尔谱。在非真实保理情况下，应授权镭尔谱取消合同并要求移交已交付的产品。如果根据合同要素，客户不能自由处置债权的购买价格，这也将适用真实保理情况。

- 10.8 In the event of the Customer's breach of the contract, especially in the case of default in payment, LAP shall be authorised, after rescinding the contract, to take back all goods subject to retention of title. The Customer shall be obliged in this case to hand over the goods subject to retention of title automatically. LAP may at any time during normal business hours enter the Customer's business premises to determine the stock of the goods delivered by us. Taking back the goods subject to retention of title shall only amount to a rescission of the contract if LAP expressly states this in writing or this is prescribed by applicable law. The Customer must notify LAP immediately in writing of any third-party access to goods subject to retention of title or any claim assigned to us.

如果客户违反合同，尤其是在付款违约的情况下，在解除合同后，应授权镭尔谱取回所有受所有权保留限制的货物。在此情况下，客户有义务自动移交受所有权保留限制的货物。镭尔谱可

以在正常营业时间内的任何时候进入客户的营业场所确定镭尔谱交付的货物的库存。如果镭尔谱以书面形式明文规定或适用法律规定，取回受所有权保留限制的货物应仅限于解除合同的款项。客户应将任何第三方取得的受所有权保留限制的货物或转让给镭尔谱的任何债权立刻书面通知镭尔谱。

- 10.9 If the value of securities existing for LAP according to the foregoing provisions exceeds the secured claims as a whole by more than 20%, LAP may at LAP's option release part of the securities.

如果根据以上条款镭尔谱的现有担保价值超过所有担保债务 20% 以上，镭尔谱可以选择解除部分担保。

- 10.10 LAP handles and processes the goods subject to retention of title as manufacturers without obligation on LAP's part. If the goods subject to retention of title are processed or connected inseparably with other items that do not belong to us, LAP shall acquire co-ownership in the new article in the ratio of the invoice value for LAP's goods to the invoice values for the other processed or connected items. If LAP's goods are connected with other movable items into an article that is deemed the principal article, the Customer shall immediately assign co-ownership thereof to LAP in the same ratio. The Customer shall hold such ownership or co-ownership free of charge in trust on LAP's behalf. Rights of co-ownership accordingly arising shall be deemed goods subject to retention of title. The Customer shall be obliged at any time at LAP's request to provide LAP with the information required to assert LAP's ownership or co-ownership rights.

镭尔谱没有义务作为制造商办理和处理受所有权保留限制的货物。如果受所有权保留限制的货物与其他不属于镭尔谱的货物一起处理或密不可分地连接，镭尔谱应按照镭尔谱货物的发票金额占其他处理或连接的货物的发票金额的比例获取新制品中的共同所有权。如果镭尔谱货物与其他可移动物品连接成一个制品，并且该制品被视为主制品，客户应立刻以同样比例向镭尔谱转让其中的共同所有权。客户应免费代表镭尔谱持有或共同持有该所有权。因此而产生的共同所有权的权利应被视为受所有权保留限制的货物。经镭尔谱要求，客户有义务在任何时候向镭尔谱提供确认镭尔谱的所有权或共同所有权所需的信息。

## 11. Exclusion / Limitation of Liability

### 排除/责任范围

- 11.1 LAP shall not be liable for any claims by the Customer for damages or reimbursement of expenses, for whatever legal reason, whether in contract, tort or otherwise (including negligence or breach of statutory duty).

镭尔谱不对客户就损害或报销费用的任何索偿承担责任，无论基于任何法律原因，无论是合同、侵权或其他（包括疏忽或违反法定职责）。

- 11.2 The above exclusion of liability shall not apply if statutory liability is obligatory, and in the case of intentional or grossly negligent breach by LAP and intentional or grossly negligent breach by LAP's representatives or agents; or in the event of injury to life, limb or health, also caused by LAP's representatives or agents.

如果法定责任是强制的，及在镭尔谱故意或重大过失违约，镭尔谱的代表或代理故意或重大过失违约的情况下；或伤害生命、肢体或健康也由于镭尔谱的代表或代理所致的情况下，上述责任排除不适用。

- 11.3 Any further liability shall be excluded and without derogating from the generality of the foregoing,

LAP shall not under any circumstance be liable to anyone for indirect, incidental, special, consequential, punitive or exemplary damages of any kind, including, but not limited to, any lost profits, goodwill, business and/or savings, however caused, whether for breach or repudiation of contract, tort, breach of warranty, negligence, or otherwise, whether or not LAP was advised of the possibility of such loss or damages.

任何进一步的责任将被排除，且无损于上述一般性概述，镭尔谱在任何情况下不就任何形式的间接性、偶发性、特殊性、继发性、惩罚性或示例性损害对任何人承担责任，包括但不限于任何利润损失、商誉、业务和/或存款，无论是否由于违反或否认合同、侵权、违反担保、疏忽或其他所致，无论镭尔谱是否被告知该损失或损害的可能性。

- 11.4 Exclusion and limitation of liability according to **Clause 11.1 to 11.4** above and **Clause 11.6** below shall apply to the same extent for the benefit of LAP's employees and agents as well as LAP's sub-contractors.

根据上述第 11.1 至 11.4 条的排除和责任范围及下述第 11.6 条在同样程度上应适用于镭尔谱员工和代理及镭尔谱分包商的利益。

- 11.5 Claims by the Customer for damages may only be asserted within a period of two years from the date that the right to claim damages accrues.

客户的损害索偿仅可在索偿损害权利产生之日起的两年期限内提出。

- 11.6 There is no connection between the reversal of the burden of proof and the foregoing stipulations.

举证责任倒置和上述规定间没有关系。

## 12. **Dispute Resolution/ Governing Law**

### **争议解决/适用法律**

- 12.1 Any disputes, differences or questions arising out of or in connection with this Contract shall, at first instance, be resolved through friendly negotiations.

因本合同而产生或与本合同有关的任何争议、分歧或问题应通过友好协商解决。

- 12.2 Any dispute arising from or in connection with this Contract shall be submitted to the Shanghai International Arbitration Center ("**SHIAC**") for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The number of arbitrators shall be three (3) ("**Tribunal**"). The Parties shall each appoint one (1) arbitrator and the third arbitrator, who shall act as the presiding arbitrator, shall be jointly appointed by the Parties within fifteen (15) days from the date of the respondent's receipt of the notice of arbitration, failing which the third arbitrator shall be appointed by the chairman of SHIAC.

因本合同而产生或与本合同有关的任何争议应提交上海国际仲裁中心（“**SHIAC**”）按照申请仲裁时有效的仲裁中心的仲裁规则进行仲裁。仲裁员的人数为三(3)名（“**仲裁庭**”）。双方各委任一(1)名仲裁员，第三名仲裁员将担任首席仲裁员，由双方在答辩方收到仲裁通知之日的十五(15)天内委任，否则第三名仲裁员由 **SHIAC** 主席委任。

- 12.3 The place of arbitration shall be Shanghai. The arbitration language shall be Chinese. All the arbitration awards may be enforced by a court having jurisdiction on the same way as judgments of such court are enforced. The costs of arbitration shall be borne by the dispute Parties as determined by the arbitration tribunal in the award. The Parties hereby agree that any notice in the process of such arbitration shall be deemed as sufficiently and effectively served if delivered to the addresses

set out in this Contract (or such other address duly provided by the receiving Party to the other Party).

仲裁地点为上海。仲裁语言为中文。所有仲裁裁决可以由有管辖权的法院以执行该法院判决同样方式强制执行。仲裁费用由争议双方按照仲裁庭在仲裁裁决中的裁定承担。双方在此同意，仲裁过程中的任何通知，只要交付本合同所载的地址（或接受方正式提供给对方的其他地址）即视为充分有效送达。

- 12.4 This Contract shall be governed by and construed in accordance with the laws of PRC, without regard to principles of conflict of laws and in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

本合同适用中国法律并依据中国法律解释，但不适用其法律冲突原则，尤其是不包括联合国合同公约的国际货物销售(CISG)。

### 13. Property rights 产权

- 13.1 Unless otherwise agreed, LAP shall be obliged only to deliver goods in the PRC that are exempt from third-party intellectual property rights and copyrights. If a third party raises justified claims on account of infringement of intellectual property rights by products delivered by LAP to the Customer, LAP shall be liable to the Customer within the time limit specified in **Clause 8.6**, as follows:

除非另行约定，镭尔谱仅有义务在豁免第三方知识产权和版权的中国境内交付货物。如果第三方就镭尔谱交付客户的产品提出有关侵犯知识产权的合理索偿，镭尔谱将在第 8.6 条指定的时限内对客户承担如下责任：

- (a) LAP shall first at its option try to obtain a right of use at LAP's expense for the deliveries in question or change the delivery item while complying with the characteristics agreed under the contract so that the intellectual property right is not infringed, or exchange the deliveries. If LAP cannot do so on reasonable conditions, the Customer shall be entitled to its legal rights which shall be defined on the basis of this Contract.

镭尔谱应首先自行选择尽力就有疑问的交付的货物获得使用权，费用由镭尔谱承担，或在符合合同约定的规格的情况下，更换交付的货物，从而不会侵犯知识产权或交换交付的货物。如果镭尔谱不能在合理的情况下这样做，客户应享有在本合同基础上定义的合法权利。

- (b) The Customer shall, in the event of infringement of intellectual property rights by LAP's delivery items, only be entitled to rights if it gives LAP written notification immediately about the claims asserted by third parties, does not admit any infringement and all defensive measures and settlement negotiations to avert the claims are reserved for us.

当镭尔谱交付的货物侵犯知识产权时，只有当客户立刻给予镭尔谱有关第三方主张索赔的书面通知，不承认任何侵权，且将避免索偿的所有抗辩手段和和解谈判保留给镭尔谱处理，客户方可享有权利。

If the Customer stops using the products for the purposes of minimising or mitigating damage or other good cause, the Customer shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of an intellectual property right infringement.

如果客户为了最大限度减少或减轻损害或其他正当理而停止使用产品，客户有义务告知第三方，停止使用产品不得被视为对侵犯知识产权的确认。

If an appeal is filed by third parties against the Customer for infringement of intellectual property rights resulting from the use of products delivered by us, the Customer undertakes to notify LAP immediately in writing and give LAP the opportunity to participate in any legal dispute. The customer must support LAP in every way in conducting such a legal dispute. The customer must not take any action which could impair LAP's legal position.

如果第三方对客户提起的侵犯知识产权的上诉是由于使用镭尔谱交付的产品所致，客户承诺立刻书面通知镭尔谱，并让镭尔谱有机会参与任何法律纠纷。客户必须在进行此类法律纠纷时以各种方式支持镭尔谱。客户不得采取可能有损镭尔谱法律权利的任何行动。

- 13.2 The Customer shall have no claims if it is responsible for infringement of an intellectual property right. The Customer shall also have no claims if the infringement of the intellectual property right is due to the Customer's special instructions, an application which LAP could not foresee or the fact that the products are modified by the Customer or used with products LAP did not deliver.

如果客户对侵犯知识产权承担责任，其不得提出任何索偿，如果侵犯知识产权是由于客户的特殊指示，镭尔谱不可预见的应用或产品经客户修改的事实或与非镭尔谱交付的产品一同使用，客户也不得提出任何索偿。

#### **14. Export Control / Product Approval**

##### **出口管制/产品批文**

- 14.1 In the absence of any other contractual agreements with the Customer, the delivered goods are intended for placement on the market for the first time within PRC (first country of delivery).

如果与客户没有任何其他合同协议，交付的货物有意在中国（第一交付的国家）首次投放市场。

- 14.2 The export of certain goods may be subject to approval from the relevant authorities (e.g. because of their nature or intended purpose or final destination). The customer itself is obliged to comply strictly with all relevant export regulations and embargos for these goods.

某些货物的出口可能有待相关主管机构的批准（例如，由于其性质或预期用途或最终目的地）。客户有义务严格遵守货物的所有相关出口规定和禁运措施。

Furthermore, the Customer shall be obliged, if the goods are transferred to a country which is different country than the first country of delivery agreed with us, to obtain the required national product approvals or product registrations and to ensure that the specifications set out in the applicable laws of the country in question regarding the provision of user information in the national language are complied with.

此外，如果货物转运去的国家与同镭尔谱约定的第一交付的国家不同，客户应有义务获取所需的国家产品批文或产品登记，并确保遵守该国适用法律所载的规范中有关用户信息为官方语言的规定。

- 14.3 The customer shall in particular check and ensure that:

客户应特别检查并确保：

- (a) the goods delivered are not intended for use in armaments, nuclear facilities or weapon technology;  
交付的货物不会用于军备、核设施或武器技术；
- (b) no companies or persons specified on the US Denied Persons List (DPL) are supplied with original US goods, US software and US technology;

- 不得向美国禁止名单中指定的公司或个人提供原装美国货物、美国软件及美国技术；
- (c) no companies or persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US certificates of origin without relevant approval;  
没有相关批准，不得向美国警告名单、美国实体名单或美国特别指定国民名单中指定的公司或个人提供美国原产地证明；
  - (d) no companies or persons are supplied who are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terror List;  
不得向特别指定的恐怖分子名单、外国恐怖组织、特别指定的全球恐怖分子或欧盟恐怖分子名单中指定的公司或个人供应；
  - (e) no military recipients are supplied with the products delivered by us;  
镭尔谱交付的产品不得供应给军事收件人；
  - (f) no recipients are supplied that violate other export control regulations;  
不得向违反其他出口管制条例的收件人供应；
  - (g) all notices, orders and regulations of the competent authorities of the respective country of origin of the delivery are complied with.  
遵守交付的各原产国的主管机构的所有通知、命令和规则。

14.4 Goods delivered by LAP may only be accessed and used if the above-mentioned checks and assurances have been carried out and complied with. Otherwise LAP shall not be obliged to perform any of LAP's obligations hereunder.

只有已进行且遵守上述检查和保证方可获取和使用镭尔谱交付的货物。否则，镭尔谱无义务履行镭尔谱在本合同下的任何义务。

14.5 Where goods delivered by LAP are passed on to third parties, the Customer undertakes to oblige such third parties in the same way as specified in **Clause 14.1-14.6**, and to notify them of the need to comply with these provisions.

如果镭尔谱交付的货物被转交第三方，客户承诺将按照第 14.1-14.6 条指定的同样方式责成该第三方并通知他们必须遵守这些规定。

14.6 The Customer shall indemnify LAP against all damages resulting from breach of the foregoing duties set out in **Clause 14.1 – 14.5**.

客户应赔偿镭尔谱由于其违反第 14.1-14.5 条所载的职责而造成的所有损害。

## 15. **Insolvency Proceedings / Incoterms / Written Form / Severability Clause** **破产程序/国贸条规/书面形式/可分割条款**

15.1 If the Customer (i) becomes bankrupt or insolvent, (ii) makes an assignment or composition for the benefit or of creditors, (iii) becomes subject to an administrative order, (iv) an encumbrances takes possession of, or a receiver is appointed in respect of, any of its assets, or (v) the Customer's suspension of payment which is not due to rights of retention or other rights under this Contract, shall entitle LAP to rescind the contract at any time or make delivery of the delivery item or LAP's service dependent on the prior fulfillment of the payment obligation. If the delivery item was already delivered, the consideration shall be due immediately in the above-mentioned cases. LAP is also entitled to reclaim the delivery item in the above-mentioned cases and to retain them until the purchase price is paid in full.

如果客户(i)破产或资不抵债，(ii)为债权人的利益转让或和解，(iii)成为行政命令的主体，(iv)对其



任何资产设立负担或指定接管人，或(v)客户暂停付款不是由于本合同下的保留权力或其他权力，镭尔谱有权在任何时候解除合同或交付交付的货物或镭尔谱依照事先满足付款义务的服务。如果交付的货物已经交付，在上述情况下，款项即刻到期。镭尔谱也有权要求退还上述案例中交付的货物，并保留至购买价款全额付清。

- 15.2 If trade terms were agreed in writing according to the International Commercial Terms (INCOTERMS), INCOTERMS 2010 shall apply.

如果书面同意根据国际商会国际贸易术语解释通则(INCOTERMS) 的贸易条款，则应适用 INCOTERMS 2010。

- 15.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. Verbal contract amendments or modifications shall be invalid. For the purposes of this Contract, the words “written” and “in writing” include any means of visible reproduction.

所有协议、抵押协议、保证及合同修改，仅以书面形式发出时方有效。口头合同修改或修订均无效。在本合同中，“书面”包括任何形式的有形复制。

- 15.4 If any current or future provision of the contract or this Contract is or shall become invalid/void or unenforceable in whole or in part for any reason, this (i) shall not invalidate/void or render unenforceable such provisions in any other jurisdiction; (ii) are hereby waived or amended to the extent necessary to achieve the same economic effect for this Contract to be enforceable in such jurisdiction; and (iii) the rest of this Contract shall remain in full force and effect.

如果合同或本合同的任何现有或将来的条款因任何原因全部或部分非法/无效或不可强制执行，(i)该条款在任何其他管辖区不应非法/无效或不可强制执行；(ii)要实现本合同相同经济效益使之在该管辖区可强制执行的必要范围内免除或修订该条款；(iii)本合同的其他条款应继续有效。

## 16. Confidentiality

### 保密

- 16.1 For the purposes of this Contract, “**Confidential Information**” shall mean (a) all non-public information relating to the business, operations or affairs of a Party (the “**Disclosing Party**”), including all financial and accounting information, and information relating to a Party’s customers, clients, suppliers, plans and market opportunities, made available to the other Party (the “**Receiving Party**”) at any time, and (b) all technical information, data, know-how, operating procedures, trade secrets, marketing information, software, and any other information provided by or on behalf of the Disclosing Party to the Receiving Party.

在本合同中，“**保密信息**”系指(a)与一方（“**披露方**”）的业务、运营或事务有关的所有非公开信息，包括在任何时候提供给对方（“**接受方**”）的所有财务和会计资料，及有关一方客户、顾客、供应商、计划及市场机会的信息，及(b)披露方或代表披露方提供给接受方的所有的技术信息、数据、技术诀窍、操作程序、商业秘密、市场营销信息、软件及其他信息。

- 16.2 Except as expressly permitted in this Contract, the Receiving Party shall, not disclose or make available, or cause to be disclosed or made available, the Disclosing Party’s Confidential Information to any third parties and agrees to protect and keep the Disclosing Party’s Confidential Information confidential with the same degree of precaution and safeguards utilized in treating its own confidential information of like importance.

除非本合同明确允许，接受方不得向任何第三方披露、提供披露方的保密信息，或使保密信息被

披露或提供，且同意对披露方的保密信息保密，采用与对待自己的保密信息同样重要的相同级别的预防和保障措施。

## **17. Bank Account and Invoice** **银行账户和发票**

17.1 LAP's bank account details are set out below:

镭尔谱的银行账户明细如下：

Name: LAP Laser Applications China Co., Ltd.

名称：镭尔谱激光应用技术（上海）有限公司

Bank: Bank of Communications, Shanghai Dongfang Road Sub-branch

银行：交通银行上海东方路支行

Bank account: 310066658018010082057

银行账号：310066658018010082057

17.2 Information of VAT Special Invoice of the Customer is set out below:

客户增值税专用发票信息：

Name: [●]

姓名： [●]

Address: [●]

地址： [●]

Telephone: [●]

电话： [●]

Taxpayer's registration number: [●]

纳税人登记号： [●]

Bank: [●]

银行： [●]

Bank account: [●]

银行账号： [●]

17.3 The Parties shall notify the other party in writing of any change on the above account information in a timely manner.

双方应及时以书面形式通知对方上述账户信息的任何变更。

17.4 LAP shall provide the VAT invoice (Fa Piao) within two weeks after the payment has been duly made by the Customer.

镭尔谱应在客户付款后的两周内提供增值税发票。

## **18. Notice** **通知**

18.1 Any notice or other communication given or to be given pursuant to this Contract shall be in writing sent or delivered to the recipient at the address set out below or such other address as the addressee may by three days' prior written notice specify to the other Party:

按照本合同发出或收到的任何通知或其他沟通应以书面形式发出或交付至下述地址的收件人或收件人以三天事先书面通知向对方发出的其他地址：

to LAP : Address : East Area 4/F, Building 10,  
致镭尔谱 地址 Lujiazui Software Park, No.  
61 Lane 91 E-shan Rd.,  
Pudong New District,  
Shanghai.  
上海浦东新区峨山路 91 弄  
61 号陆家嘴软件园 10 号楼  
东区 4 楼

Telephone : (021) 50478881  
电话

For the attention of : [●]  
收件人

to the Customer : Address : [●]  
致客户 地址

Telephone : [●]  
电话

For the attention of : [●]  
收件人

- 18.2 Both Parties hereto may deliver documents by email upon prior written agreement of both Parties.  
经双方事先书面同意，双方可以通过电邮交付文件。

## 19. Assignment 转让

This Contract shall be binding on and shall ensure for the benefit of the successors and permitted assigns of the Parties but shall not be assigned by any Party without the written consent of the other Party.  
本合同的约束力和利益延及双方的继承人和受许可受让人，但是未经对方书面同意，任何一方不得转让。

## 20. Term / Termination 期限/终止

- 20.1 This Agreement shall come into effect on the Effective Date and shall continue in full force and effect for a period of one year. The term of this Agreement will automatically renew for a successive additional period of one (1) year each unless earlier terminated in accordance with this Agreement or either Buyer or Seller gives the other advance written notice of termination no later than sixty (60) days prior to the proposed effective date of termination.  
本合同自生效日起生效，有效期一年。除非按照本合同提前终止或买方或卖方在拟议终止生效日前给予对方不少于六十(60)天的事先书面通知，本合同期限将自动连续续期一(1)年。

- 20.2 This Contract can only be terminated in accordance with the terms expressly stated in this Agreement, unless otherwise agreed between the Parties in writing.  
除非双方另行书面同意，本合同仅可按照本合同明文规定的条款终止，

## 21. Miscellaneous

其他

21.1 **THE CUSTOMER HEREBY AGREES AND UNDERTAKES THAT IT WILL ABIDE BY THE CODE OF CONDUCT FOR SALES PARTNERS OF LAP, A COPY OF WHICH CAN BE FOUND AT [www.lap-laser.com/terms-cn](http://www.lap-laser.com/terms-cn). LAP HAS THE RIGHT TO REVISE IT AT ITS OWN DISCRETION FROM TIME TO TIME AND THE CUSTOMER SHALL ABIDE BY THE MOST CURRENT VERSION OF THIS CODE OF CONDUCT FOR SALES PARTNERS.**

客户在此同意并保证，其将遵守镭尔谱销售合作伙伴行为规范，该行为规范的副本可在[www.lap-laser.com/terms-cn](http://www.lap-laser.com/terms-cn)上查询。镭尔谱有权根据其自行决定不时对该文件进行修改，客户应当遵守该销售合作伙伴行为规范的最新版本。

21.2 This Agreement is drafted in both the English and Chinese languages. In the case of conflict between the English and Chinese versions, the Chinese language version shall prevail.

本合同以英文和中文起草。若英文和中文版本有任何矛盾，以中文版本为准。

21.3 This Contract is executed in two (2) counterparts having the force of originals and each party shall keep one (1) counterpart.

本合同一式两(2)份，双方各保留一(1)份。

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed and delivered by their duly authorized representatives as of the Effective Date.

本合同由双方正式授权代表于生效日签署并交付，以昭信守。

**LAP Laser Applications China Co., Ltd.**

镭尔谱激光应用技术（上海）有限公司（印章）

Signature

签字

\_\_\_\_\_

Title:

职务

\_\_\_\_\_

Name:

姓名

[●]

[●]

Signature

签字

\_\_\_\_\_

Title:

职务

\_\_\_\_\_

Name:

姓名

[●]