

General Terms and Conditions of Purchase (GTP) of Focuslight

炬光科技通用采购条款 (GTP)

1 General - Scope of application

1 概述-适用范围

(1) These General Terms and Conditions of Purchase shall apply to all contracts between legal entities of Focuslight Group, including Focuslight Technologies Inc., Focuslight (DG) Micro optics Co., Ltd, Focuslight (Hai Ning) Optoelectronics Co., Ltd., Focuslight (Hong Kong) Investment Management Co., Ltd, Focuslight USA LLC, LIMO GmbH, LIMO Display GmbH, Focuslight Europe Ltd., Focuslight (Shaoguan) Optoelectronics Co., Ltd., Focuslight (Hefei) Optoelectronics Co., Ltd. and Focuslight Switzerland SA (former Name: SUSS MicroOptics SA) (hereinafter also referred to as "**Focuslight**"), and the Contractor regarding the purchase of materials, objects, products, details, software and for all associated services (goods) as well as to all contracts regarding the provision of work by the Contractor.

(1) 本通用采购条款应适用于炬光科技所有法律实体签署的所有合同,包括西安炬光科技股份有限公司、炬光(东莞)微光学有限公司、炬光(海宁)光电有限公司、炬光(香港)投资管理有限公司、Focuslight USA LLC、LIMO GmbH、LIMO Display GmbH、Focuslight Europe Ltd., 炬光(韶关)光电有限公司, 炬光(合肥)光电有限公司和 Focuslight Switzerland SA(曾用名: SUSS MicroOptics SA)(以下简称“炬光科技”)和承包商就采购材料、物品、产品、细节、软件和所有相关服务(货物)以及承包商提供工程的所有合同。

(2) Our Terms and Conditions of Purchase shall apply exclusively; we shall not recognize any terms and conditions of the Contractor which conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we unconditionally accept the Contractor's delivery in the knowledge that the Contractor's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. Deviating conditions of our Contractor are hereby expressly contradicted. This objection shall also apply to the priority of the Contractor's terms and conditions of business, in particular sales or delivery conditions, declared by the Contractor. Our objection shall also be legally effective if the Contractor has specified a special form for it which we have not complied with.

(2) 我方的通用采购条款应完全适用;除非我方明确书面同意其有效性,否则我方不承认合同相对方的任何条款与我方的通用采购条款冲突或偏离。如果我们知道合同相对方的条款与我们的通用采购条款和条件有冲突或偏离,而无条件接受合同相对方的交货,我们的通用采购条款也应适用。我方在此明确

驳回合同相对方的偏离条件。这一驳回也应适用于合同相对方商业条款的优先权，特别是合同相对方声明的销售或交货条件。如果合同相对方为我方未遵守驳回指定了特殊形式，我方的驳回也应具有法律效力。

(3) These Terms and Conditions of Purchase shall apply to all business transactions between us and the Contractor, even if these are no longer expressly mentioned in subsequent contracts.

(3) 本通用采购条款应适用于我方与承包商之间的所有商业交易，即使这些条款在随后的合同中不再明确提及。

(4) Supplements and amendments as well as the termination of agreements made, including these Terms and Conditions of Purchase, must be made in writing in order to be effective. The same applies to this written form requirement. E-mail is sufficient to comply with the written form.

(4) 补充和修改以及终止所订立的合同，包括本通用采购条款，必须以书面形式作出，方可生效。这同样适用于本书面形式要求。通过电子邮件传输足以符合书面形式。

2 Offer - Order – Confidentiality

2 报价-订单-保密

(1) The Contractor must adhere exactly to our enquiry in his offer and expressly point out any deviations in writing. An order shall only be deemed to have been placed if it has been drawn up by Focuslight in writing or, in the case of an oral or telephone order, confirmed in writing, unless otherwise agreed in individual cases. Our orders must be confirmed by the Contractor in writing without delay within 2 days of receipt of the order..

(1) 合同相对方必须严格遵守我方在其报价中的询价，并以书面形式明确指出任何偏差。除非个别情况另有约定，否则只有在炬光科技以书面形式起草订单，或在口头或电话订单的情况下以书面形式确认的情况下，订单才应被视为已下达。我们的订单必须在 2 日内得到合同相对方的书面确认。。

(2) Deviations in quantity and quality from the text and content of our order and subsequent changes to the contract shall only be deemed to have been agreed if we have expressly confirmed them in writing. Additional deliveries and/or services which go beyond the scope agreed in the contract may only be carried out by the Contractor after prior conclusion of a corresponding contract amendment (order by us and corresponding acceptance by the Contractor or supplementary offer by the Contractor and acceptance by Focuslight).

(2) 在数量和质量上与我方订单文本和内容的偏差以及随后对合同的变更，只有在我方以书面形式明确确认的情况下，才应视为已达成一致。超出合同约定范围的额外交付和/或服务只能由合同相对方在事先

签订相应的合同修正案（我方的订单和合同相对方的相应接受或合同相对方的补充报价和炬光科技的接受）后进行。

(3) The Contractor is obliged to keep all received data, design documents, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after completion of the contract; it shall expire if and to the extent that the manufacturing knowledge contained in the data, designs, drawings, calculations and other documents provided has become generally known. The Contractor will not use this information to gain a business advantage over Focuslight in competition or to circumvent obligations arising from a contract concluded with Focuslight.

(3) 合同相对方有义务对收到的所有其他资料、图纸和计算资料严格保密。只有在我们明确同意的情况下，才能向第三方披露。保密义务也应适用于合同完成后；如果所提供的数据、设计、图纸、计算书和其他文件中所含的制造知识已为公众所知，则保密义务应终止。承包商不得利用这些信息在竞争中获得比炬光科技更大的商业优势，或规避与炬光科技签订的合同所产生的义务。

(4) If a non-disclosure agreement has been concluded in advance of an order, this shall be regarded as having priority until it is replaced by other formulations in a contract with Focuslight.

(4) 如果在下订单之前已经签订了保密协议，则在与炬光科技签订的合同中，该保密协议被其他形式替代之前，应视为具有优先权。

(5) The Contractor may not use the Brands or trademarks of Focuslight in advertising materials, other publications or references without prior written consent.

(5) 未经事先书面同意，合同相对方不得在广告材料、其他出版物或参考资料中使用炬光科技的品牌或商标。

(6) We reserve ownership rights and copyrights to design documents, drawings, calculations, plans, models and other documents which the Contractor receives from Focuslight or becomes accessible to him. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to Focuslight unsolicited. The Contractor is not entitled to a right of retention - for whatever reason. Copies or duplicates may not be made without our written consent.

(6) 我们保留合同相对方从炬光科技收到或可获得的设计文件、图纸、计算书、计划、模型和其他文件的所有权和版权。根据我们的订单，它们将专门用于生产；订单完成后，它们将被主动退回给炬光科技。无论出于何种原因，合同相对方无权获得保留权。未经我方书面同意，不得复制。

3 Prices - Terms of payment

3 价格-付款条件

(1) The price stated in the order is binding. In the case of successive supply contracts and contracts for work and services, the fixed price is also a lump sum and includes all expenses necessary for the rendering of services. In the absence of a written agreement to the contrary, the price shall include delivery "Designated Address", including packaging, customs, insurance, and freight and unloading. The return of the packaging requires a special agreement.

(1) 订单上的价格是有约束力的。在签订连续供应合同和工作及服务合同的情况下，固定价格也是一次总付，包括提供服务所需的所有费用。如果没有相反的书面协议，价格应包括“指定地址”交货，包括包装、海关、保险、运费和卸货。退回包装需要特别约定。

(2) All invoices shall state the order reference number, order number and date, item and material numbers, the commodity codes, the place of dispatch and the delivery note number. Invoices shall also indicate the origin of the goods and be accompanied by the proof of origin required for the correct customs treatment. As long as these details are missing, invoices are not payable.

(2) 所有发票应注明订单参考号、订单编号和日期、项目和材料编号、商品代码、发货地点和交货通知单编号。发票还应注明货物的原产地，并附有正确海关处理所需的原产地证明。只要上述文件不满足要求，就不支付发票金额。

(3) Unless otherwise agreed in writing, we shall pay the purchase price according to the agreed payment term stated in the individual PO.

(3) 除另有书面约定外，我方将按个别采购订单约定的付款期限支付货款。

(4) Possibility for Focuslight of proceeding by the setting off reciprocal debts is expressly agreed. Focuslight shall have the statutory set-off and retention rights. In case a delivery is not in accordance with the contract, Focuslight in particular is entitled to refuse payment of an appropriate amount until due performance.

(4) 我方通过抵消互惠债务进行诉讼的可能性已明确达成一致。我方应具有法定的抵销权和保留权。如果交付不符合合同规定，我方特别有权拒绝支付适当的款项，直到到期履行。

4 Delivery time - Terms of delivery - Scope of delivery

4 交货时间-交货条款-交货范围

(1) The delivery time stated in the order is binding. Agreed delivery periods shall commence from the date of the order. Decisive for compliance with the contractual delivery periods or dates is the receipt of the delivery at the place of receipt specified by Focuslight.

(1) 订单上规定的交货时间具有约束力。约定的交货期应从订单日期开始。在炬光科技指定的收货地点收货是符合合同交货期或日期的决定性因素。

(2) The Contractor is obliged to inform us immediately in writing, stating the reasons and the probable duration of the delay, if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met. Both Contractor and Focuslight shall propose the change of the delivery date in writing, and upon mutual consent, the delivery date can be changed.

(2) 如果出现或明显的情况表明无法满足约定的交货时间，合同相对方有义务立即书面通知我方，说明延误的原因和可能的持续时间。合同相对方和炬光科技应以书面形式提出更改交货日期的建议，经双方同意后，可更改交货日期。

(3) If the Contractor culpably exceeds the agreed deadline or the date for delivery or the agreed date for the readiness for acceptance of the work, he shall be obliged to pay Focuslight a liquidated damages amounting to 0.2% of the agreed net price or net work wage for each calendar day of delay, but not more than a total of 10% of the net price/net work wage. We reserve the right to claim liquidated damages and to set them off against claims of the Contractor until final payment. Claims for damages exceeding the amount of the liquidated damages remain unaffected. However, the liquidated damages shall be offset against such claims for damages.

(3) 如果合同相对方过失超过约定的截止日期或交付日期或约定的工程验收准备日期，则合同相对方有义务就每延迟一个日历日向炬光科技支付约定净价或净工程工资 0.2% 的违约赔偿金，但不超过净价格/净服务价值的 10%。我方保留要求违约赔偿金的权利，并在最终付款前将其与合同相对方的索赔抵消。超过违约赔偿金金额的索赔不受影响。但是，违约金应当与损害赔偿金相抵。

Insofar as delivery dates or periods are postponed due to any justified claims for extension on the part of the Contractor or insofar as these are redefined by mutual agreement, the above liquidated damages provision shall be linked to the new dates without the need for a new special agreement with regard to the liquidated damages provision.

如果交付日期或期限因合同相对方提出合理的延期索赔而推迟，或双方协议重新定义，则上述违约赔偿金条款应按照新日期重新计算，无需就违约赔偿金条款达成新的特别协议。

(4) In the absence of an agreement on a delivery period, the Contractor shall be in default if he does not comply with the delivery period which is reasonable and customary under the circumstances.

(4) 在没有就交货期达成协议的情况下，如果合同相对方不遵守合理和习惯的交货期，则应视为违约。

(5) The Contractor is only entitled to partial deliveries or partial services after our prior written consent. We are entitled to refuse acceptance of prematurely delivered goods or, in the event of acceptance, to charge a reasonable storage fee, unless expressly agreed otherwise. Delivery by the Contractor can

only take place on working days, exclusively Monday to Friday, between 08:00 to 12:00 and 13:30 to 17:00 hours of local time.

(5) 只有在我方事先书面同意后，合同相对方才有权实施部分交付或部分服务。除非另有明确约定，否则我方有权拒绝接受提前交货的货物，或在接受的情况下收取合理的仓储费。合同相对方只能在工作日（星期一至星期五）在当地时间 08:00 至 12:00 以及 13:30 至 17:00 之间交货。

(6) Ownership of the goods shall pass to Focuslight without reservation upon delivery thereof.

(6) 货物交付后，所有权应毫无保留地转移给炬光科技。

(7) The Contractor must provide all technical documentation at the agreed time, but at the latest upon delivery of the goods or services, in particular operating and maintenance instructions, training material, drawings, technical data sheets, product safety sheets, factory test certificates, conformity certificates and all other necessary or customary documentation, as well as the associated source and object codes in the case of software.

(7) 合同相对方必须在约定时间提供所有技术文件，但最迟应在交付货物或服务时提供，特别是操作和维护说明、培训材料、图纸、技术数据表、产品安全表、工厂试验证书，一致性证书和所有其他必要的或惯用的文件，以及软件的相关源代码和目标代码。

(8) The documentation needed for the delivery of machines, incomplete machines and machine parts will be defined in the specific Purchase Order.

(8) 交付机器、不完整机器和机器零件所需的文件将在具体采购订单中定义。

5 Transfer of Risk - Documents – Packaging

5 风险转移-文件-包装

(1) Unless otherwise agreed in writing, delivery shall be made in DAP, place of delivery.

(1) 除非另有书面约定，否则应按“DAP”交货。

(2) The Contractor shall be obliged to state our order number exactly on all shipping documents and delivery notes; the Contractor shall prepare the transport documentation in accordance with our specifications regarding the language, form and layout to be used (readiness for dispatch notice, packing list, preference documents, certificates of origin) without incurring any costs; if he fails to do so, we shall not be responsible for the resulting delays in processing.

(2) 合同相对方有义务在所有装运单据和交货单上准确说明我方订单号；合同相对方应根据我方规范准备运输文件，包括所用语言、形式和布局（准备发货通知、装箱单、优惠文件、原产地证书），而不产

生任何费用；如果合同相对方未能这样做，我们将不负责由此造成的延误处理。

(2) Packaging is included in the price. If, as an exception, something else has been agreed, the packaging shall be invoiced at cost price. The Contractor must use the packaging specified by Focuslight and ensure that the packaging protects the goods from damage. If the Contractor has no specifications for the type of packaging, the Contractor shall select packaging and ensure that the packaging protects the goods from damage. The calculation always takes place at cost prices. The Contractor shall take back the packaging at its own expense. He bears the take-back and disposal obligation in case of reusable packaging.

(2) 包装包括在价格中。作为例外情况，如果另有约定，包装应按成本价开具发票。承包商必须使用炬光科技规定的包装，并确保包装能保护货物免受损坏。如果合同相对方没有包装类型的规范，合同相对方应选择包装，并确保包装能保护货物免受损坏。以成本价计价。合同相对方应自费收回包装。如果包装可回收，合同向相对方负有收回和处置的义务。

6 Force majeure

6. 不可抗力

Force majeure such as labour disputes, riots, operational disturbances through no fault of Focuslight's own, governmental actions and other unavoidable, unusual and unforeseeable events shall release Focuslight from its obligation to accept the goods in good time for the duration of their occurrence. During these events and within one week of their end, Focuslight shall be entitled - without prejudice to Focuslight's other rights - to withdraw from the contract in whole or in part, insofar as the events are not temporary and the demand is therefore considerably reduced.

不可抗力事件，如劳资纠纷、暴动、非炬光科技自身原因引起的运营混乱、政府行为以及其他不可避免、不寻常和不可预见的事件，应免除炬光科技在货物发生期间及时接收货物的义务。不可抗力不发生期间及其结束后一周内，只要这些不可抗力时间不是临时性的，并因此大大减少了炬光科技的需求，炬光科技有权在不损害炬光科技其他权利的情况下，全部或部分终止合同。

7 Technical requirements - Quality assurance

7 技术要求-质量保证

(1) The Contractor warrants that the goods and services to be supplied comply with the samples approved by us, all relevant standards (DIN standards and EC standards and other applicable standards), all safety regulations and the specifications stated in the order. The Contractor guarantees

that the delivered objects and services comply with the intended purpose, the state of the art, the generally recognized technical and occupational health and safety regulations of authorities and trade associations and all relevant legal regulations. If machines, equipment or plants are the subject of the delivery, the Contractor shall guarantee that these meet the requirements of the special safety regulations for machines, equipment and plants applicable at the time of performance of the contract, including the occupational health and safety and accident prevention regulations, and that the delivery and service has a CE marking. In addition, the Contractor warrants the faultless design, the use of suitable and faultless materials, the quality of the execution, the proper functioning of all parts of the scope of delivery and/or services and the achievement of the technical performance data or compliance with the agreed technical characteristics.

(1) 合同向对方保证提供的货物和服务符合我方批准的样品、所有相关标准（DIN 标准、EC 标准和其他适用标准）、所有安全规定和订单中规定的规范。合同向对方保证交付的物品和服务符合预期目的、最新技术、权力机关和行业协会公认的技术和职业健康安全法规以及所有相关法律法规。如果机器、设备或装置是交付的对象，合同相对方应保证这些机器、设备或装置符合合同履行时适用的机器、设备和装置特别安全规定的要求，包括职业健康安全和事故预防规定，并且交货和服务有 CE 标志。此外，合同相对方保证无缺陷设计、使用合适的无缺陷材料、施工质量、交付和/或服务范围所有部分的正常运行以及技术性能数据的实现或符合商定的技术特性。

(2) A reference to standards in the purchase order shall in principle include an agreement as to the nature of the goods that the requirements of the standard are met. Samples, specimens and other documents and information provided by the Contractor shall also be deemed to be quality agreements.

(2) 采购订单中提及的标准原则上应包括一份关于满足标准要求的货物性质的协议。合同相对方提供的样品、试样和其他文件和资料也应视为质量协议。

(3) If we make plans, drawings, material and/or accessories available to the Contractor, he is obliged to check these for their completeness, correctness and suitability for the intended purpose and to inform us immediately of the incompleteness and incorrectness of the documents handed over. If the Contractor does not raise any objections, he shall also be liable for warranty in this respect without limitation.

(3) 如果我方向合同相对方提供计划、图纸、材料和/或附件，合同相对方有义务检查这些文件的完整性、正确性和适用性，并立即通知我方移交文件的不完整性和不正确性。如果合同相对方没有提出任何异议，他还应承担无限保证责任。

(4) The Contractor shall maintain a state-of-the-art quality assurance system and prove this to us at all times. The Contractor undertakes as his own contractual obligation to carry out the necessary intermediate and final inspections during production and to subject the parts delivered to him to an

effective incoming goods inspection if he procures the delivered item or parts thereof from his own suppliers.

(4) 合同相对方应保持最先进的质量保证体系，并随时向我方证明这一点。合同相对方承担在生产过程中进行必要的中间和最终检验的合同义务，如果合同相对方从自己的供应商处采购了交付的项目或其部件，则合同相对方对其供应商交付的部件进行有效检验。

(5) We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time; the complaint shall be deemed to have been made in good time if it is received by the Contractor within a period of 4 weeks from receipt of the goods or, in the case of hidden defects, from discovery.

(5) 我方有义务在合理的时间内检查货物的质量和数量是否有任何偏差；如果在收到合同相对方货物后 4 周内投诉，或在发现隐藏缺陷的情况下投诉，则视为及时投诉。

8 Warranty - Liability for defects - Consequential damage caused by defects

8 保修-缺陷责任-缺陷造成的间接损害

(1) The warranty period shall be 24 months, calculated from commissioning or delivery is agreed.. For repaired or newly delivered goods, the warranty period begins anew. A written notice of defect by our company shall suspend the limitation period for 8 weeks from receipt of the notice of defect, provided that no further suspension of the limitation period results from the statutory provisions.

(1) 保修期为 24 个月，自同意调试或交付之日起计算。经修理或新交货的货物，保修期重新开始计算。我司书面缺陷通知将终止上述保修期，终止自收到缺陷通知之日起算，时效期间中止 8 周，但法律规定不再中止时效期间的除外。

(2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand from the Contractor, at our discretion, either rectification of the defect or delivery of a new item.

(2) 我方有权就全部缺陷提出法定索赔；在任何情况下，我方有权酌情要求合同相对方纠正缺陷或更换新的交付物。

(3) We shall be entitled to remedy the defect ourselves at the expense of the Contractor if the Contractor is in default with remedying to repair the defect during the warranty period.

(3) 如果合同相对方在质保期内未能修补缺陷，我方有权自行修补缺陷，费用由合同相对方承担。

(4) The Contractor shall also reimburse consequential damages and economic damages, in particular

loss of production. The damage eligible for reimbursement also includes incidental costs incurred before and during the repair of the damage, such as dismantling and installation costs, material costs, travel and freight costs, costs for the provision of labour and, in particular, costs in connection with the determination of the damage or defect, e.g. expert costs. This shall also apply if the expenses increase because a purchased item or a delivered item has been delivered to our customers in accordance with its intended purpose after delivery.

(4) 合同相对方还应赔偿间接损害和经济损失，特别是生产损失。有资格得到赔偿的损害还包括修理损害之前和期间发生的附带费用，例如拆卸和安装费用、材料费用、旅费和运费、提供劳力的费用，特别是与确定损害或缺陷有关的费用，例如专家费。如果由于购买的物品或交付的物品在交付后已按照其预期目的交付给我们的客户而导致费用增加，这也应适用。

9 Product Liability - Indemnification - Liability Insurance Protection

9 产品责任-赔偿-责任保险保护

(1) With regard to Goods provided under the terms of a contract, the Contractor shall be obligated to provide timely, optimal and expert performance in conformity with the state of knowledge and the art and a high standard of execution.

(1) 对于根据合同条款提供的货物，合同向对方有义务根据知识和技术水平以及高执行标准提供及时、最佳和专业的执行。

(2) With regard to Goods of the Contractor that fail to satisfy the above requirements, Focuslight shall have the right to demand cost-free subsequent performance from the Contractor without delay. Focuslight shall have the right to set an appropriate deadline for the elimination of defects by subsequent performance. If the deadline passes without the defects having been eliminated, Focuslight may choose either to continue re-requesting the Contractor to eliminate the defects or to reject further efforts by the Contractor and then shall have the right to eliminate the defects on its own or have them eliminated at the Contractor's expense.

(2) 对于未能满足上述要求的合同向对方货物，炬光科技有权要求合同向对方立即免费进行后续履约。炬光科技应有权为后续性能消除缺陷设定适当的截止日期。如果截止日期未消除缺陷，炬光科技可选择继续要求合同向对方消除缺陷或拒绝合同向对方的进一步努力，然后有权自行消除缺陷或由合同向对方承担费用消除缺陷。

(3) This shall not affect further rights and/or claims of Focuslight provided for by law.

(3) 这不影响法律规定的炬光科技的进一步权利和/或索赔。

10 Industrial property rights

10 知识产权

(1) The Contractor grants Focuslight a right, unlimited in territory, time and subject matter, to use the deliveries and services, to integrate them into other products and to distribute them worldwide. In particular, we have the right to use, continue, modify and publish the services provided by the Contractor without his cooperation and to transfer these rights in their entirety and individually to a third party. This shall also apply in the event of premature termination of this contract. In addition to the goods, and at the latest at the time of delivery, the Contractor shall remit to Focuslight the final execution plans and drawings, the specifications and security sheet for the products in English, samples, operating instructions, minor and major maintenance instructions, the list of spare parts needed for effective maintenance and all certificates and other documents required by applicable legislation.

(1) 合同方授予炬光科技不受地域、时间和主题限制的使用交付物和服务的权利，将其整合到其他产品中并在全球范围内销售。特别是，我方有权在未经合同相对方合作的情况下使用、继续、修改和发布合同方提供的服务，并将这些权利全部或单独转让给第三方。这也适用于本合同提前终止的情况。除货物外，合同向对方最迟应在交付时向炬光科技提交最终执行计划和图纸、产品的英文规格和安全表、样品、操作说明、手册和主要维护说明、有效维护所需的备件清单以及适用法律要求的所有证书和其他文件。

(2) If, in connection with the order, improvements are made to documents or know-how supplied by Focuslight, Focuslight shall be entitled to a free, non-exclusive right of use for commercial exploitation.

(2) 如果与订单有关，炬光科技提供的文件或技术诀窍有改进，炬光科技有权获得免费的、非排他性的商业使用权。

(3) The Contractor guarantees that no rights of third parties are infringed in connection with his delivery. The Contractor shall in particular be liable for ensuring that the rights of third parties, in particular patents, utility models, competition rights, copyrights and trademark rights or other industrial property rights, are not infringed by the delivery or use of the delivery item or the work owed or its distribution or resale.

(3) 合同相对方保证其交付物不会侵犯第三方的权利。合同相对方应特别负责确保第三方的权利，特别是专利、实用新型、竞争权、版权和商标权或其他工业产权，不因交付物或使用交付物或所有工作成果或其销售或转售而受到侵犯。

(4) If claims are asserted against us by a third party due to infringement of its rights, the Contractor

shall be obliged to indemnify Focuslight against these claims upon our first written request; we shall not be entitled to make any agreements with the third party - without the consent of the Contractor - in particular to conclude a settlement.

(4) 如果第三方因侵犯炬光科技的权利而向我方提出索赔，合同相对方有义务在我方第一次提出书面请求时赔偿炬光科技；未经合同相对方同意，我方无权与第三方达成任何协议，尤其是达成和解。

(5) The Contractor's obligation to indemnify refers to all expenses necessarily incurred by Focuslight as a result of or in connection with claims asserted by a third party. This includes in particular expenses or costs incurred by us for the avoidance or elimination of infringements of industrial property rights, as well as defense costs, e.g. lawyer's fees. The assertion of further claims, in particular claims for damages, shall remain unaffected by this.

(5) 合同相对方的赔偿义务是指炬光科技因第三方索赔或与之相关的所有必要费用。这尤其包括我方为避免或消除侵犯工业产权而产生的费用，以及辩护费用，如律师费。进一步索赔的主张，特别是损害赔偿的主张，不受本条的影响。

(6) Claims of Focuslight are excluded insofar as Focuslight is responsible for the infringement of the property right or the infringement of the property right is caused by special specifications of Focuslight, by an application not foreseeable by the Contractor or by the fact that delivered goods are modified by Focuslight or a third party or used together with goods not delivered by the Contractor. Claims of Focuslight are further excluded if they are based on the fact that Focuslight has used or resold the delivered goods after Focuslight has been informed by the Contractor that the use of the delivered goods violates patent rights or copyrights of third parties.

(6) 针对合同相对方无法预见的应用，或交付的货物被炬光科技或第三方修改，或与合同相对方未交付的货物一起使用，如果炬光科技对侵犯财产权负有责任或侵犯财产权是由炬光科技的特殊规格要求造成的，炬光科技将不会获得索赔。如果炬光科技的索赔是在合同相对方通知使用已交付货物侵犯第三方专利权或版权后炬光科技仍然使用或转售已交付货物的事实，则炬光科技将不会获得索赔。

11 Compliance with statutory standards and international conventions

11 遵守法定标准和国际公约

(1) The Contractor is obliged to comply with existing data protection requirements. This applies in particular to personal data, e.g. from the legal entities of Focuslight. Data protection requirements are in particular those of the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR) and other applicable data protection regulations. The Contractor may only collect, process or use personal data to the extent that this is necessary for the fulfilment of the

contract. Any other collection, processing or use is prohibited and not permitted. The Contractor shall ensure that all persons entrusted with the performance of its obligations comply with the statutory provisions on data protection. Any obligation on the part of these persons to maintain data secrecy required by data protection law must be undertaken prior to the first commencement of their activities and must be proven to us upon request.

(1) 合同相对方有义务遵守现有的数据保护要求。这尤其适用于个人数据，例如来自炬光科技各个法律实体的数据。数据保护要求尤其是《德国联邦数据保护法》(BDSG)和《欧洲通用数据保护条例》(GDPR)以及其他适用的数据保护条例。合同相对方只能在履行合同所必需的范围内收集、处理或使用个人资料。禁止和不允许任何其他收集、处理或使用。合同相对方应确保所有受委托履行其义务的人员遵守有关数据保护的法律规定。根据数据保护法的要求，这些人员必须在首次开始其活动之前承担任何维护数据保密的义务，并且必须根据要求向我们证明。

(2) The Contractor hereby expressly commits himself to Focuslight to comply with the obligations of the minimum wage law applicable to the Contractor in connection with the respective order. In addition, the Contractor undertakes to obligate subcontractors commissioned in connection with the aforementioned order accordingly.

(2) 合同相对方在此明确承诺炬光科技遵守适用于合同相对方的与订单相关的最低工资法义务。此外，合同相对方承诺对与上述订单相关的委托分包商承担相应的义务。

(3) Furthermore, the Contractor hereby expressly commits himself to Focuslight to indemnify Focuslight from claims by employees of the Contractor or his subcontractors, insofar as these claims are based on a violation of the obligations of the minimum wage law affecting the Contractor or a subcontractor employed by him.

(3) 此外，合同相对方特此明确向炬光科技承诺，如果合同相对方或其分包商的员工因违反影响合同相对方或其雇用的分包商的最低工资法的义务而提出索赔，合同相对方应赔偿炬光科技。

(4) Unless expressly stated otherwise in the order, the goods shall comply with the conditions of origin of the relevant preferential arrangements of the EU, China and UN. The Contractor must inform Focuslight in writing and without being asked in his business documents (at any rate in his offers, order confirmations or invoices) if the goods:

(4) 除非订单中另有明确规定，货物应符合欧盟、中国和联合国有关优惠安排的原产地条件。如果货物：

- a. in the export list of any applicable laws; and/or
- b. is listed in the Dual-Use Regulation of any applicable laws.

A. 在任何适用法律的出口清单中；和/或

b. 列在任何适用法律的两用条例中。

(5) The information also includes the export classification number; the number of the applicable export license; the country of origin of the product and its components (including technology and software); whether the product was transported through or across the United States, manufactured or stored in the United States, and whether the product was manufactured using U.S. technology; the statistical commodity code (HS code); and the contact details of the Contractor's contact person in case of queries. At Focuslight's request, the Contractor shall immediately provide further information in writing on his goods and their components concerning foreign trade. The Contractor shall inform Focuslight immediately and without being requested to do so in writing of any changes to information already provided.

(5) 这些信息还包括出口分类号；适用出口许可证的编号；产品及其部件（包括技术和软件）的原产国；产品是否经美国或在美国境内运输、在美国制造或储存，以及产品是否采用美国技术制造；统计商品代码（HS 代码）；以及承包商联系人的联系方式（如有疑问）。应炬光科技的要求，合同相对方应立即以书面形式提供有关其货物及其部件的进一步外贸信息。合同相对方应立即以书面形式通知炬光科技已提供信息的任何变更，无需另行要求。

(6) The duty to provide information contained in Article 11 (4) of this GTP shall also apply if the export or re-export of the goods is subject to other export laws and regulations and/or these require approval.

(6) 如果货物的出口或再出口受其他出口法律法规和/或这些法规要求批准，则本 GTP 第 11 (4) 条中包含的提供信息的义务也应适用。

(7) The Contractor is obliged to comply with U.S. and European anti-terrorism regulations. In particular, he shall comply with Regulation (EC) 881/2002 of 27 May 2002 and Regulation (EC) 2580/2001 of 27 December 2001, as amended, and shall refrain from direct or indirect business relations with any person listed in the Regulations. The Contractor shall also comply with security aspects as set out in the EU Guidelines for Authorized Economic Operators - Regulation (EC) 648/2005 and Regulation (EC) 1875/2006. The Contractor is obliged to inform Focuslight immediately in writing of any changes and possible non-compliance with the aforementioned regulations.

(7) 合同相对方有义务遵守美国和欧洲的反恐法规。特别是，应遵守 2002 年 5 月 27 日 (EC) 881/2002 号条例和 2001 年 12 月 27 日 (EC) 2580/2001 号条例（经修订），并应避免与条例所列任何人建立直接或间接的业务关系。合同相对方还应遵守欧盟《授权经济运营商指南》——第 648/2005 号法规 (EC) 和第 1875/2006 号法规 (EC) 中规定的安全方面。合同相对方有义务立即以书面形式通知炬光科技任何变更和可能不符合上述规定的情况。

(8) The Contractor is guided by the principles of sustainable development and observes internationally recognized, fundamental standards for occupational safety, health and environmental protection, labor and human rights and for responsible corporate management. He shall ensure that the goods to be delivered to each contracted legal entity of Focuslight do not fall within the scope of the substance bans of Directive (EC) 2011/65/EU (RoHS). He assures that the substances contained in the goods to be delivered and their use have either already been registered or that there is no obligation to register according to Regulation (EC) No.1907/2006 (REACH Regulation) and that, if necessary, an authorization according to the REACH Regulation has been granted. The Contractor shall oblige any subcontractors or other third parties engaged by it for the delivery and service to comply with corresponding standards.

(8) 合同相对方应遵循可持续发展原则，遵守国际公认的职业安全、健康和环境保护、劳工和人权以及负责任的企业管理基本标准，应确保交付给炬光科技各合同法人实体的货物不属于指令（EC）2011/65/EU（RoHS）物质禁令的范围。他保证将要交付的货物中所含的物质及其用途已经登记，或者没有义务根据第 1907/2006 号法规（EC）（REACH 法规）进行登记，如有必要，已根据 REACH 法规授予授权。承包商应责成任何分包商或其雇佣的其他第三方遵守相应的标准。

(9) Conflict Commodities: At Focuslight's request, Seller shall determine whether the products under this Agreement contain tin, tantalum, tungsten, gold or other commodities that are designated as "conflict commodities" under the relevant SEC (Securities and Exchange Commission) regulations. If the products covered by the contract do not contain conflict raw materials within the meaning of the relevant regulations and interpretation principles of the US Securities and Exchange Commission (SEC), which are necessary for the functionality or manufacture of the products concerned, the seller shall certify to Focuslight upon request that none of the products covered by the contract contains such conflict raw materials. If a product contains one or more conflict raw materials, the seller must certify to Focuslight the country of origin of the conflict raw material in question or that the conflict raw material originates from recycling or waste sources as defined by the relevant SEC regulations. If the Seller cannot determine the country of origin and the conflict raw materials in question do not originate from sources of recycling or waste, the Seller shall make reasonable efforts to obtain information from the Contractors concerned as to the country of origin of the conflict raw materials. This is subject to the proviso that the demand in question is carried out in accordance with the currently applicable requirements of the relevant SEC regulations regarding the making of an appropriate demand to the country of origin. In the event that Seller is aware, or becomes aware, that conflict raw materials required for the functioning or manufacture of products covered by this Agreement originate in a "regulated country" within the meaning of the SEC regulations on conflict raw materials and do not originate from recycling or waste sources, Seller shall make reasonable efforts to determine whether such conflict raw materials originate from a processing facility, which has been certified as 'non conflict

area' by a recognized industry group requiring an independent smelting audit to be carried out by a private sector supplier, or whether it originates from a single processing facility which has been assessed by a private sector supplier and for which a published and publicly available assessment report is available. The seller must submit written documentation of his investigations and findings in this regard. Seller shall also take such additional measures and provide such additional information as Focuslight may require in order to continue to be able to comply with applicable laws, regulations and rules relating to conflict raw materials.

(9) 冲突商品：应炬光科技的要求，卖方应确定本协议项下的产品是否含有锡、钽、钨、金或其他根据相关美国证券交易委员会（SEC）条例被指定为“冲突商品”的商品。如果合同所涵盖的产品不包含 SEC 相关法规和解释原则所指的冲突原材料，这些原材料是相关产品功能或制造所必需的，一经要求，卖方应向炬光科技证明，本合同所涵盖的任何产品均不含此类冲突原材料。如果产品含有一种或多种冲突原材料，卖方必须向炬光科技证明所涉冲突原材料的原产国，或证明冲突原材料来源于相关 SEC 法规规定的回收或废物来源。如果卖方无法确定原产国，且所述冲突原材料并非来自回收或废物来源，则卖方应尽合理努力从相关承包商处获取有关冲突原材料原产国的信息。这取决于一项但书，即有关的要求是按照美国证券交易委员会有关向原产国提出适当要求的现行适用规定进行的。如果卖方意识到或开始意识到，本协议所涵盖产品的功能或制造所需的冲突原材料来源于 SEC 冲突原材料条例所指的“受监管国家”，而不是来源于回收或废物来源，则卖方应作出合理解释努力确定此类冲突原材料是否来源于加工设施，该加工设施已被公认的行业团体认证为“非冲突地区”，要求私营部门供应商进行独立的冶炼审计，或者该加工设施是否来源于一个经专家评估的单一加工设施私营部门供应商，并可获得已出版和公开的评估报告。卖方必须提交其在这方面的调查和发现的书面文件。卖方还应采取炬光科技可能要求的额外措施并提供此类额外信息，以便继续遵守与冲突原材料相关的适用法律、法规和规则。

(10) Seller agrees to comply with all applicable export control laws and regulations, including but not limited to the laws and regulations of the United States, China and other relevant regions on import, export, re export and (domestic) transfer of products, software and technology, and agrees to carry out import, export, re export and (domestic) transfer activities in accordance with applicable laws and regulations. If Seller violates any applicable laws and regulations, Focuslight has the right to suspend the performance of this contract. Seller guarantees that it will provide Focuslight with accurate and complete export control information related to tangible or intangible products under this contract, including the country of origin, country of shipment, export control classification number (ECCN number), U.S. origin ingredients contained in the products and their ECCN number.

(10) 卖方同意遵守所有适用的出口管制法律法规，包括但不限于美国、中国及其他相关地区关于进口、出口、再出口、(国内)转让产品、软件、技术的法律法规要求，并同意按照适用的法律法规进行进口、出

口、再出口、(国内)转让活动。如卖方违反任何适用法律法规,炬光有权中止履行本合同。卖方保证其向炬光准确、完整地提供本合同项下有形或无形产品相关的出口管制信息,包括产品的原产国、发货国、出口管制分类编号(Export Control Classification Number,“ECCN号”)、产品所含美国原产成分及其ECCN号等信息。

(11) If the Contractor breaches any of the obligations specified in Article 11 (1) to (9) of this GTP, he shall reimburse Focuslight for all damages and other disadvantages in connection therewith.

(11) 如果合同相对方违反了本 GTP 第 11 (1) 至 (10) 条规定的任何义务,合同相对方应赔偿炬光科技的所有损失和其他与此相关的不利条件。

(12) At Focuslight's request, the Contractor shall be obliged to indemnify Focuslight against any and all disadvantages, of whatever nature and on whatever legal grounds, arising from the fact that the Contractor does not fulfil, or does not fulfil within the time limit, all or part of the obligations referred to in Article 10 (1) to (10) of this GTP. The exemption also covers contingent liabilities. If Focuslight has unsuccessfully set the Contractor a deadline for indemnification or if the Contractor refuses indemnification, in whole or in part, seriously and finally, Focuslight may satisfy the claims of the third party. The Contractor shall reimburse Focuslight's services to the third party, bear the expenses and costs incurred in connection with claims asserted by third parties and compensate Focuslight for any other damage arising therefrom. Focuslight's authority to satisfy the claims pursued by the third party even beyond this, as well as any associated claims against the Contractor, remain unaffected by this.

(12) 应炬光科技的要求,合同相对方有义务赔偿炬光科技合同相对方未履行或未在期限内履行本合同第 10 (1) 条所述全部或部分义务而产生的任何和所有不利因素,无论其性质和法律依据如何 (9) 本 GTP。豁免还包括连带负责。如果炬光科技未能成功地为合同相对方设定赔偿期限,或者如果合同相对方拒绝全部或部分赔偿,则炬光科技可以满足第三方的索赔。炬光科技应向第三方补偿炬光科技的服务,承担与第三方索赔有关的费用和成本,并赔偿炬光科技由此产生的任何其他损害。炬光科技有权满足第三方提出的索赔,甚至超出此范围,以及针对炬光科技的任何相关索赔,不受此影响。

(13) Further claims of Focuslight shall remain unaffected by the provisions in Article 11 (10) and (11) of this GTP.

(13) 炬光科技的进一步权利要求不受本 GTP 第 11 (10) 和 (11) 条规定的影响。

12 Provision of materials - reservation of title – tools

12 提供材料-保留所有权-工具

(1) Insofar as Focuslight provides materials to the Contractor, Focuslight shall retain ownership of the latter. The Contractor shall undertake processing or conversion for Focuslight. The Contractor is not allowed to mix Focuslight's parts with other items during processing.

(1) 只要炬光科技向合同相对方提供材料，炬光科技应保留所提供材料的所有权。合同相对方应承担所提供材料的加工或转换。在加工过程中，合同相对方不得将炬光科技的零件与其他物品混合。

(2) If the materials provided by Focuslight are inseparably mixed with other items, which do not belong to Focuslight, then Focuslight shall acquire co-ownership of the new items in relationship to the value of the item under reservation of ownership to the other items mixed at the time of mixing. If mixing takes place in such a way that the item of the Contractor is regarded as the main item, it is considered agreed that the Contractor shall transfer co-ownership to us proportionately. The Contractor shall hold sole ownership or co-ownership for Focuslight.

(2) 如果炬光科技所提供的材料与不属于炬光科技的其他物品不可分割地混合，则炬光科技应根据混合时混合的其他物品的所有权保留下的物品价值获得新物品的共同所有权。如果混合的方式使合同相对方的货物被视为主要项目，则视为同意合同相对方应按比例将共同所有权转让给炬光科技。合同相对方应单独或与炬光科技共同拥有。

(3) Focuslight shall retain ownership of tools. The Contractor is obliged to use the tools exclusively for the goods ordered by Focuslight. The Contractor is obliged to insure the tools belonging to Focuslight at replacement value at his expense against storm, fire, water and theft damage. The Contractor is obliged to undertake the necessary maintenance and repairs to the tools promptly at his expense.

(3) 炬光科技应保留工具的所有权。合同相对方有义务将工具专门用于炬光科技订购的货物。合同相对方有义务以重新购置价值为炬光科技的工具投保，费用由合同相对方承担，以防风暴、火灾、水和盗窃损坏。合同相对方有义务立即自费对工具进行必要的维护和修理。

(4) Focuslight may deliver materials to the Contractor to carry out a service such as coating, thinning, dicing, etc. If, for whatever reason, the materials are damaged beyond repair and/or can no longer be used for the intended production, the Contractor will reimburse Focuslight the cost of the provided material. The maximum liability of the Contractor is EUR 2.500 per Goods.

(4) 炬光科技可向合同相对方交付材料，以进行涂层、减薄、划片等服务。如果由于任何原因，材料损坏无法修复和/或无法再用于预期生产，合同相对方将向炬光科技偿还所提供材料的费用。合同相对方的最大责任为每件货物 2.500 欧元。

13 Special provisions for contracts for work and services as well as design and engineering services

13 工程和服务以及设计和工程服务合同的特殊规定

(1) The price specified in the order is a fixed lump sum price which covers all activities necessary for the provision of the services and the achievement of the success of the work., By accepting the contract, the Contractor acknowledges that by inspecting the existing plans he has been able to inform himself prior to the conclusion of the contract about the nature and scope of the work and to fully determine all expenses and measures necessary for the fulfilment of his contractual tasks. The information thus received constitutes the basis for the lump-sum fixed price.

(1) 订单中规定的价格是一个固定的包干价，包括通过接受合同提供服务和实现工程成功所需的所有活动，合同相对方承认，通过检查现有计划，其能够在合同签订前了解工程的性质和范围，并充分确定完成合同任务所需的所有费用和措施。由此收到的信息构成了固定总价的基础。

(2) In the case of design or engineering services, the Contractor can only invoice the actual time spent at hourly rates if this was expressly agreed. In this case, the Contractor must obtain our decision before exceeding the amount of time specified in the order or in the order confirmation.

(2) 在设计或工程服务的情况下，如果明确同意，合同相对方只能按小时费率开具实际花费时间的发票。在这种情况下，合同相对方必须在超过订单或订单确认书中规定的时间之前获得我方的决定。

(3) Any release notes on plans or other approvals given for technical documents and/or calculations of the Contractor shall not release the Contractor from his obligation to perform his services professionally and completely and shall not affect his liability for defects.

(3) 对合同相对方的技术文件和/或计算给出的计划或其他批准的任何发布说明，不应免除合同相对方专业和完全履行其服务的义务，也不应影响其缺陷责任。

(4) If the Contractor owes a work performance or work delivery, we can demand changes and additions to the order at any time at our reasonable discretion and taking into account the interests of the Contractor until acceptance. The Contractor shall be obliged to propose to us any changes it deems necessary or expedient with a view to successful performance of the contract. After our written consent, the Contractor shall also carry out these changes. If a change results in an increase or reduction of costs and/or a missed deadline, the Contractor is obliged to point this out at the same time as his proposed change or immediately after receipt of our request for change and to submit a supplementary offer. The amendment shall be made on the basis of a written agreement specifying the remuneration of the additional costs or the consideration of the reduced costs and the timetable.

(4) 如果合同相对方履行了工作或交付了工作，我方可以在任何时候根据我方的合理判断，并考虑到合同相对方的利益，要求对订单进行更改和添加，直至验收。为了成功履行合同，合同相对方有义务向我方提出其认为必要或适宜的任何变更。经我方书面同意后，合同相对方也应进行这些变更。如果变更

导致成本增加或减少和/或错过最后期限，合同相对方有义务在其拟定变更的同时或在收到我方变更请求后立即指出，并提交补充报价。修改应以书面协议为基础，具体说明额外费用的报酬或减少费用的考虑以及时间表。

(5) The precondition for acceptance is that the Contractor has completely finished his entire contractually owed work. He shall then be obliged to apply for formal acceptance, of which a record shall be drawn up and signed by both parties. Acceptance of partial services or other partial acceptances is excluded unless otherwise agreed in writing. Even in the event of such a deviating agreement, the partial acceptance shall not replace the final acceptance. Any fictitious acceptance is excluded.

(5) 验收的先决条件是承包人已完成其全部合同规定的工作。然后，他有义务申请正式验收，并应起草一份记录，由双方签字。除非另有书面约定，否则不接受部分服务或其他部分接受。即使出现这种偏离协议的情况，部分验收也不能代替最终验收。不包括任何虚构的承诺。

(6) The Contractor is only entitled, with our prior written consent, to commission subcontractors with the entirety or parts of the contractual performance. We will only withhold this consent for important reasons. The commissioning of subcontractors does not release the Contractor from his contractual obligation towards us. The Contractor is responsible for the subcontractors commissioned by him who are his vicarious agents.

(6) 承包商只有在我方事先书面同意的情况下，才有权委托分包商履行全部或部分合同。我们只会出于重要原因而拒绝同意。分包商的委托并不能免除合同相对方对我方的合同义务。合同相对方对其委托的作为其代理的分包商负责。

(7) Insofar as it is necessary to enter our works premises or the works premises of our customer in order to perform the work, the Contractor shall observe all existing accident prevention regulations and the supplementary instructions of our company or the responsible employees of our customer.

(7) 如果有必要进入我方工作场所或我方客户的工作场所执行工程，合同相对方应遵守所有现有的事故预防条例和我方公司或我方客户负责员工的补充指示。

(8) If the Contractor owes a work performance, Focuslight may cancel the contract without any payment for the work if deliverables are not exploitable for the designated purpose. If deliverable are usable, Focuslight will pay for the work delivered so far.

(8) 如果合同相对方未履行合同义务，如果可交付成果不能用于指定目的，炬光科技可以取消合同，而无需支付任何工作费用。如果可交付成果可用，炬光科技将为迄今为止交付的工作付费。

14 Other regulations

14 其他规定

(1) We are entitled, within the framework of the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR) and other applicable data protection regulations, to process data of goods and payment transactions with the Contractor to the extent permitted. With the acceptance of an order, the Contractor agrees to this processing.

(1) 我方有权在《德国联邦数据保护法》(BDSG)和《欧洲通用数据保护条例》(GDPR)以及其他适用数据保护条例的框架内,在允许的范围内处理与合同相对方的货物和付款交易数据。接受订单后,合同相对方同意此处理。

(2) The Contractor shall ensure that the delivery of spare parts within agreed delivery periods is guaranteed for at least 10 years after delivery. Should the production of spare parts be discontinued during this period, we will be notified so that we can supply ourselves with the necessary spare parts for the future. In addition, in the event that the production of spare parts is discontinued, the Contractor shall provide Focuslight with the production drawings and parts lists with manufacturer information without having to pay a separate remuneration as for this.

(2) 合同相对方应确保在商定的交货期内交付的备件在交货后至少保证 10 年。如果在此期间停止生产备件,合同相对方应通知我们,以便我们能够为将来提供必要的备件。此外,如果停止生产备件,合同相对方应向炬光科技提供生产图纸和带有制造商信息的零件清单,而无需为此支付单独的报酬。

(3) If the Contractor becomes insolvent, stops making payments or if an application is made to open insolvency proceedings against the assets of the Contractor or one of its owners, we may withdraw from the contract without prejudice to other rights for the unfulfilled part. If the Contractor is responsible for the reason for termination or if the termination takes place in accordance with article 1, only the services provided up to that point in time in accordance with the contract, self-contained and proven, shall be remunerated, insofar as these are usable for Focuslight. Claims for damages on our part remain unaffected. If the Contractor is not responsible for the reason for termination, we shall reimburse the expenses demonstrably incurred up to the termination of the contract and resulting directly from the order, including the costs resulting from unavoidable liabilities. The Contractor shall not be entitled to any further claims for performance or damages on the occasion of the termination. The protective and/or usage rights to the work results created up to the time of termination shall pass to Focuslight.

(3) 如果合同相对方资不抵债、停止付款或申请对合同相对方或其所有者之一的资产启动破产程序,我方可以退出合同,但不影响未履行部分的其他权利。如果合同相对方对终止的原因负责,或者如果终止是根据第 1 条进行的,则只有根据合同规定提供的、独立的和经证明的服务才应得到报酬,只要这些服

务可用于炬光科技。我方提出的损害赔偿要求不受影响。如果合同相对方对终止原因不负责任，我方应赔偿合同终止前明显产生的直接由订单引起的费用，包括不可避免的责任引起的费用。在合同终止时，合同相对方无权就履约或损害提出任何进一步的索赔。到终止时，对工作成果的保护和/或使用权应移交 给炬光科技。

(4) The assignment of claims and entitlements from this contract by the Contractor without our written consent is not permitted.

(4) 未经我方书面同意，合同相对方不得转让本合同中的索赔和权利。

(5) Offsetting by the Contractor or the assertion of a right of retention by the Contractor is excluded, unless the counterclaim of the Contractor is legally established, undisputed or acknowledged by Focuslight.

(5) 除非合同相对方的反诉合法成立、无争议或炬光科技承认，否则合同相对方的抵消或合同相对方的保留权主张不包括在内。

(6) Should any provision of these Terms and Conditions of Purchase be or become invalid or should there be a gap in these Terms and Conditions, this shall not affect the validity of the remaining provisions. In this case, the Contractor undertakes to cooperate in replacing the invalid or unenforceable provision with a valid provision that comes as close as possible to the content and economic purpose of the invalid provision.

(6) 如果本采购条款和条件中的任何条款无效或变得无效，或者这些条款和条件中存在漏洞，则不影响其余条款的有效性。在这种情况下，合同相对方承诺合作以尽可能接近无效条款内容和经济目的的有效条款替换无效或不可执行条款。

15 Jurisdiction - Place of fulfilment - Choice of law

15 管辖权-履行地-法律选择

(1) If the Contractor is a merchant, the place of business of each contracted legal entity of Focuslight shall be the exclusive place of jurisdiction; however, Focuslight shall also be entitled to sue the Contractor at the court of his place of business.

(1) 如果合同相对方是商人，炬光科技的每个合同法人实体的营业地应为专属管辖地；但是，炬光科技也有权在其营业地的法院起诉合同相对方。

(2) Unless expressly agreed otherwise, the place of fulfilment for the delivery obligation shall be the place of business of each contracted legal entity of Focuslight.

(2) 除非另有明确约定，交货义务的履行地应为炬光科技各合同法人实体的营业地。

All legal relationships between the Contractor and Focuslight shall be governed exclusively by the substantive law of each contracted legal entity of Focuslight to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of the conflict-of-law provisions of international private law.

合同相对方与炬光科技之间的所有法律关系应完全受炬光科技各合同法人实体的实体法管辖,不包括《联合国国际货物销售合同公约》(CISG) 和国际私法的法律冲突条款。