

GE Additive Machine Sales Agreement
GE 增材设备销售协议

This AGREEMENT [Contract Number] governs the sale by Concept Laser GmbH /Arcam AB/AP&C Advanced Powders and Coatings Inc./ ("Seller") of products to [insert contracting entity] ("Customer").

本协议(协议编码: XXXXXX) 适用于 Concept Laser GmbH/Arcam AB/AP&C Advanced Powders and Coatings Inc. (卖方)与 XXXXXXXXXXXX (客户)之间的产品销售。

1. Sale of Products. Seller agrees to sell and Customer agrees to purchase: (A) the machines, accessories, powder and installation services listed in Schedule A (such accessories, powder and installation services being referred to collectively as "associated machine items"); and (B) consumables (including additional powder), spare parts, and replacement parts identified in purchase orders submitted by Customer and accepted by Seller from time to time. Machines, associated machine items, Software (as defined in Article 6) consumables, spare parts, and replacement parts are collectively referred to in this Agreement as "Products". Title to the Products shall transfer to Customer at the moment the Product is loaded onto the freight forwarder's vehicle at the Seller's facility (or such other location as Seller may specify to Customer). Risk to Products shall transfer to Customer upon delivery in accordance with Article 3.

产品销售。 卖方同意向客户出售且客户同意购买附表 A 所列的机器、配件、粉末和安装服务(该等配件、粉末和安装服务合称为“机器相关产品”); 及(B) 耗材(包括额外粉末)、备用品零件和替换零件, 由客户提交并被卖家不时接受的采购订单中标识的零件。机器、相关机器产品、软件(如第 6 条所定义)、耗材、备件和替换零件在本协议中统称为“产品”。产品的所有权应在卖家设施(或卖家可能指定给客户的其他位置)装载到货运代理车辆的那一刻转让给客户。产品风险应在交货时按照第 3 条规定转移给客户。

2. Price and Payment. 价格与付款。

A. Machines and associated machine items. 机器及机器相关产品

Customer agrees to pay:

客户同意根据如下约定支付相关款项:

the price in Schedule A for each machine (and associated machine items) in 3 installments: (1) 30% within 15 days of signing this Agreement, (2) 60% within 15 days of the date [on which Seller confirms the machine is ready for transportation][of delivery of the relevant machine] and (3) 10% within 15 days of the date of successful completion of Seller's then-standard Site Acceptance Test (the "Site Acceptance Test"); or

附表 A 中每台机器(以及机器相关产品)的价款将分三期支付: (1) 本协议签订后 15 日内支付 30%; (2) 在卖方确认相关机器已做好交货准备之日后 15 日内支付 60%; 以及 (3) 届时的现场验收测试(“现场验收测试”)成功完成之日起 15 天内支付 10%;

B. Other Products. Customer agrees to pay the applicable price quoted in writing by Seller before delivery of the relevant Product in all other cases.

其他产品。在所有其他情况下, 客户同意在相关产品交付前支付卖家书面报价的适用价格。

The prices in (A) and (B) exclude taxes (including, without limitation, Value Added Tax or sales tax). Customer agrees to pay these items.

(A) 和 (B) 中的价格不包括税费(包括但不限于增值税或销售税)。客户同意支付该等费用。

3. Delivery and Acceptance. Seller will deliver:

交货和验收。 卖方将在如下时间交货:

(a) the machine(s) and associated machine items on the dates listed in Schedule A; and

在附表 A 所列日期交付机器和机器相关产品; 和

(b) all other Products on the date notified to Customer in writing;

在给客户的书面报价中所列日期交付其他产品。

unless circumstances beyond its reasonable control mean that Seller needs to modify the above delivery dates, in which case Seller will notify Customer of the revised delivery date(s) as reasonably practicable. Seller will incur no liability for delay due to such circumstances.

除非发生超出合理控制的情况, 使得卖方需要变更上述交货日期; 该等情况下, 卖方将在合理可行的情况下将变更后的交货日期通知客户, 由于此类情况导致的延迟, 卖家不承担任何责任。

Delivery of the machines and associated machine items to Customer will take place, Delivered At __Germany/Sweden/Canada Free Carrier (FCA) (Incoterms 2010). If Customer cannot accept delivery as scheduled, Seller will complete its delivery obligations by placing the Products into storage at Customer's cost.

将机器和机器相关产品物品交付给客户, 交货将在德国/瑞典/加拿大__将产品货交承运人(FCA)(国际贸易术语解释通则 2010)。若客户不能如期接受交货, 卖方将通过将产品放入仓库的方式完成其交货义务, 相关费用由客户承担。

Customer shall ensure that each machine is physically situated and connected to all relevant services (for example, electrical supply) and made ready for commissioning by Seller and the Site Acceptance Test as soon as reasonably practicable following arrival at the Customer's facility. Seller installation services are limited to commissioning of the machine and performance of the Site Acceptance Test. Prior to successful completion of the Site Acceptance Test, Customer shall not use the machine for any purpose. In the event that the Customer uses the machine prior to completion of the Site Acceptance Test, Customer will be deemed to have accepted the machine.

客户应确保每台机器在抵达客户现场后, 在合理可行的情况下尽快与所有相关服务(例如电力供应)相连, 并准备好供卖方调试和现场验收测试。卖家安装服务仅限于机器调试和现场验收测试性能。在成功完成现场验收测试之前, 客户不得用于任何目的使用该机器。如果客户在完成现场验收测试之前使用该机器, 客户将被视为已接受该机器。

All other Products will be subject to inspection by Customer for defects in quantity and non-conformity to the relevant purchase order and Customer will notify Seller in writing of any defects or discrepancies within 30 calendar days of arrival at the Customer's facility. After such time, if no written notification has been received by Seller, the Product will be deemed to have been accepted by Customer.

所有其他产品将受到客户检查是否存在数量缺陷和不符合相关采购订单，客户将在产品抵达客户现场后 30 个日历日内以书面形式通知卖家任何缺陷或差异。在这段时间之后，如果卖家未收到任何书面通知，该产品将被视为已被买家接受。

4. Warranties. 保证

- A. Seller warrants that: (a) each Product (excluding Software) will be delivered free from defects in material, workmanship and title; and (b) any installation and training services will be provided with reasonable skill and care. This warranty will expire: (i) for each machine and its associated accessories and installation services 12 months from the date of successful completion of the Site Acceptance Test or, if earlier, 15 months from the date of delivery, (ii) for each spare part and (iii) for all other Products, 30 days from the date of delivery. If Customer has a valid warranty claim, Seller will at its option (following consultation with Customer) repair or replace the defective or nonconforming Product. The warranty period for the repaired or replaced Product will be the remaining balance of the warranty period for the original Product.

卖方保证：(a) 每个产品（不包括软件）交付时都不存在材料、工艺和所有权上的缺陷；以及 (b) 任何安装和培训服务都将得到合理的技能和谨慎的提供。此保证期限届满日：(i) 对于每台机器及其相关配件和安装服务，保证期为自现场验收测试成功完成之日起 12 个月，或自交付之日起 15 个月（取较早发生者）。(ii) 对于每个备件，保证期为交货之日起 12 个月，以及 (iii) 所有其他产品，保证期为自交货之日起 30 天。若客户提出了有效的保修主张，卖方将自行选择维修或者更换存在缺陷或不符的产品。维修或更换后的产品的保证期为原产品剩余的保证期。

- B. Seller warrants that the Software (defined in Article 6 below) is without major errors and will fundamentally conform to the service specification that is valid at the time of installation. This warranty will expire 12 months from the date that installation is completed. If Customer has a valid warranty claim, Seller will at its option (following consultation with Customer): (i) rectify the defect that is causing the major error or (ii) change the program or exchange it with a functionally equivalent software so that fundamental conformity with the service specification is satisfied. If Seller is unable to satisfactorily rectify or change the Software within a reasonable period, Seller will refund the applicable purchase price to Customer. The warranty period for the repaired or replaced software will be the remaining balance of the warranty period for the original Software.

卖方保证软件（在下文第 6 条中定义）没有重大错误，并且基本上符合安装时有效的服务规范。保证期为自安装完成之日起 12 个月。如果客户提出了有效的保修索赔，卖方将自行选择（与客户协商后）：(i) 纠正导致重大错误的缺陷，或 (ii) 更改程序或使用功能等同的软件进行交换，以便根本符合服务规范。如果卖方无法在合理的时间内令人满意地纠正或更改软件，卖方将向客户退还其适用的购买价格。修复或更换后的软件的保修期为原始软件剩余的保修期。

- C. This warranty only applies if all of the following conditions are true:

本保证仅在以下所有条件均为真实的情况下适用：

- (a) the Product has not been subject to any alteration, repair or modification without written authorization of Seller;
软件无未经卖方书面授权的改动、修理或修改；
- (b) the Product has not been operated in a manner which is inconsistent with Seller manuals or any other operational or maintenance instructions;
and
客户未以与卖方手册或任何其他操作或维修指示不一致的方式对软件进行操作；以及
- (c) Customer has notified Seller in writing of the defect within 30 calendar days of its discovery.
客户在发现软件缺陷后的 30 个日历日内书面通知了卖方。

- D. This Article 4 provides the exclusive remedies for all claims based on breach of warranty, failure of, defect in, or nonconformity of Products.

本条第 4 款规定了所有基于产品违反保证、故障、缺陷或与约定不符提出索赔时，可获得的排他性的救济措施。

- E. Seller makes no other warranty regarding the Products express or implied, and specifically makes no warranty of merchantability or of fitness for a particular purpose.

卖方对产品或软件未作出其他任何明示或暗示的保证，特别地，卖方未对产品或软件的适销性或特定用途适用性作出保证。

5. Patent Infringement Claims.

专利侵权索赔。

- A. Seller will handle, at its expense, all claims brought against Customer that Products provided under this Agreement infringe a United States patent. Customer will promptly notify Seller in writing of such claims and give Seller authority, information and assistance for the defense of such claims.

卖方将自担费用，处理针对客户提出的，主张本协议项下提供的产品侵犯美国专利的所有索赔。客户将立即向卖方书面通知此类索赔，并向卖方提供就该等索赔进行抗辩的授权、信息和协助。

- B. Should a court restrict Customer's use of the Product, Seller will, at its option, (i) procure for Customer the right to continue using such Product; (ii) replace the Product with a similar non-infringing Product; (iii) modify the Product so it becomes a non-infringing Product or (iv) refund to Customer the purchase price paid for the Product, in which case this Agreement shall be void.

若法院限制客户对产品的使用，卖方可自行选择 (i) 为客户获取继续使用该产品的权利；(ii) 将产品替换为类似的非侵权产品；(iii) 对该产品进行修改使之不再侵权；或 (iv) 向客户退还其为产品支付的采购价款，该等情况下，本协议解除。

- C. The remedies described in sub-paragraphs (A) and (B) above do not apply to any Product (i) not purchased by Customer from Seller; or (ii) that

was modified, combined with other items not provided by Seller, or was not used for its intended purpose; or (iii) that was manufactured by Seller to Customer's unique specifications or directions; or (iv) being accessories or peripherals manufactured by a third party (by way of illustration only, such as the Ruwac wet separator).

以上(A) (B) 两款所述的救济不适用于以下任何产品 (i) 客户非向卖方购买的产品； 或 (ii) 被予以修改， 与其他非由卖方提供的产品组合， 或者未按预期使用目的使用的产品； 或 (iii) 由卖方按照客户的特殊规格或指示生产的产品。 或 (iv) 是由第三方制造的附件或外围设备 (仅用说明方式， 例如 Ruwac 湿式分离器)。

D. The obligations recited in this Article constitute the sole and exclusive liability of Seller for actual or alleged patent infringement.
本条所述的义务构成了卖方对实际的或被控的专利侵权承担的唯一且排他的责任。

6. Software License.

软件许可。

A. Seller hereby grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license to use the software programs set out in Schedule A ("Software") provided by Seller with each machine strictly in accordance with this Article 6.

卖方特此授予客户有限的、不可转让的、不得许可的、非排他性的许可， 使得客户可以严格按照本第 6 条的约定在各台机器上使用由卖方提供的在附件 A 中列明的数据处理软件程序（“软件”）。

B. Customer may use the Software solely for the purpose of operating machines to manufacture additive parts. In connection with this purpose, use of the Software by Customer includes copying or saving software and data in the data processing unit, executing programs, data processing and making copies in machine readable format, and connecting Software with other data processing programs.

客户仅可为操作机器生产增材之目的使用软件。就此目的而言， 客户对软件的使用包括复制或保存数据处理单元中的软件和数据、运行程序、数据处理和制作机器可读格式的副本， 以及将软件与其他数据处理程序连接。

C. The Customer will not: (i) make any changes, translations of other amendments to the Software, (ii) make any back translation of the Software in the form of source programs or in other forms, or (iii) change any protection or ownership notices in the Software, such as copyright notices and reservations of rights (and Customer shall retain all such notices in any copies made by Customer).

Customer shall obtain the prior written consent of Seller prior to granting access to the Software to any third party, provided that such written consent shall not be required to grant access to Customer's employees, affiliates or service providers.

客户不得： (i) 对软件作出任何变更、进行翻译或作出其他修改， (ii) 以源程序或其他形式对软件进行任何回译， 或者 (iii) 变更软件的任何保护或所有权通知， 例如版权通知和权利保留（并且客户应当在其制作的任何副本中保留该等通知）。在向任何第三方授予软件访问权限之前， 客户应事先获得卖方的书面同意， 但客户的员工、关联公司或服务提供商不需要此书面同意。

D. Customer will ensure that any third party to whom it grants access to the Software in any form will comply with the terms of this Article 6.

客户将确保其以任何形式授予本软件访问权限的任何第三方遵守本条第 6 款的条款。

E. If the Customer intends to directly or indirectly transfer ownership of a machine with the Software to a third party, then Customer shall promptly inform Seller in writing of the intended transfer, and the transfer will be subject to the prior written consent of Seller (such consent not to be unreasonably withheld).

若客户有意直接或间接地将安装有软件的机器的所有权转移给第三方， 客户应立即将该预期转让通知卖方， 且应经卖方事先书面同意后方可转让（卖方不得无理拒绝给出该等同意）。

7. Confidentiality.

保密。

A. Definition. "Confidential Information" means information shared between the Parties under this Agreement and which is marked as confidential and all manuals, parameters, process, material and technical information and knowhow provided with, displayed on or contained within the Products and any training materials.

定义。“保密信息” 是指双方根据本协议互相分享的、被标记为机密信息以及所有手册、参数、流程、材料和技术信息以及产品和任何培训材料中提供、显示或包含的专业知识。

B. Nondisclosure. Each Party agrees to use reasonable care to protect the Confidential Information received from the disclosing Party, and to not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party. Further, the Parties agree to use such Confidential Information only for the purposes of this Agreement and, in the case of Customer only, the operation of the Product by Customer. A Party may disclose Confidential Information to employees and consultants on a need-to-know basis for use in accordance with this Agreement, provided such persons are under obligations of confidentiality and non-use at least as restrictive as this Agreement. The foregoing obligations shall not apply to Confidential Information that (a) is known or available to the receiving Party before receipt from the disclosing Party, (b) becomes known or available to the receiving Party from sources other than the disclosing Party, which sources did not acquire or disclose such Confidential Information by a wrongful act, (c) is or becomes part of the general public knowledge without breach of obligations under this Agreement, (d) is, as demonstrated by written evidence, independently developed by employees or agents of the receiving Party who do not have access to the Confidential Information of the disclosing Party; or (e) is disclosed pursuant to judicial or regulatory action, provided Customer provides Seller with prompt notice thereof and a reasonable opportunity to take protective measures.

不披露。各方同意至少尽合理的注意义务， 对从披露方处获悉的保密信息进行保密， 并且， 未经披露方事先书面同意， 其不会向任何第三方披露此类保密信息。此外， 双方同意仅为本协议之目的以及（仅针对客户而言）客户对产品操作之目的使用此类保密信息。一方可在其员工和顾问有必要知悉保密信息的前提下， 向员工和顾问披露保密信息供其根据本协议进行使用； 但是， 该等员工和顾问应负有至少和本协议同样严格的保密和不使用义务。前述义务不适用于 (a) 接收方在从披露方处收到信息之前已知或已获得的保密信息； (b) 接收方从披露方以外的第三方处知悉或获得的信息， 且该等第三方对此类保密信息的获取或披露无不当行为； (c) 未经违反本协议项下的义务， 已进入公众领域的保密信息； (d) 有书面证据证明， 由接收方的无权获悉披露方保密信息的雇员或代理人独立开发的信息； 或者 (e) 基于司法或监管措施披露的， 但是客户应及时通知卖方， 并给予卖方合理机会采取了保护措施。

C. Confidentiality of this Agreement. The Parties agree not to disclose the existence of this Agreement or any terms or conditions of this Agreement to any third party without the prior written consent of the other Party, except as required by applicable law.

本协议的保密性。除非适用法律另有要求， 双方同意， 未经另一方事先书面同意， 不会向任何第三方披露本协议的存在或本协议的任何条款或条件。

8. No Reverse Engineering & Custom Machine IP. Customer shall not analyze or cause to be analyzed the Products for reverse engineering or to determine their physical or chemical properties (other than for the purpose of confirmation that powder provided conforms to the agreed written powder technical specification), and shall not copy, decompile or reverse engineer Installed Software, except as permitted under applicable law (including EU Directive 2009/24).

无反向工程和客户化机器知识产权。除非适用法律（包括欧盟指令 2009/24）允许，客户不得为了进行反向工程或为确定产品的物理或化学性质而分析产品（除非为确认所提供的粉末是否符合约定的书面粉末技术规格）或促使其他方对产品进行分析，亦不得对安装软件进行复制、反编译或反向工程。

All intellectual property and intellectual property right associated with any Machine Customization or Machine Upgrades (“Custom Machine IP”) are and shall remain the sole property of Seller. Seller grants and agrees to grant to Customer a royalty-free, irrevocable, nonexclusive license to use Custom Machine IP use with any Customer product or service, including the right to sublicense through multiple tiers, provided (A) such use is with additive manufacturing machines produced and sold by Seller or its affiliates; and (B) Customer indemnifies Seller against any claims or costs, including, without limitation, any costs of their defense of claims or other allegations, including attorneys’ fees and costs, that may arise from, or in any way relate to such use. Any other use by Customer of Custom Machine IP shall require separate written agreement of the Parties. In this paragraph the following terms have the following meaning:

与任何机器定制或机器升级相关的所有知识产权和知识产权（“客户化机器知识产权”）均为卖方独有财产。卖方授予并同意向客户授予免版税、不可撤销的非独家许可，可将客户化机器知识产权用于任何客户产品或服务，包括通过多个层次获得分许可的权利，前提是（A）此类用途与由卖方生产和销售的增长制造机器或其附属公司；以及（B）客户向卖方赔偿任何索赔或费用，包括但不限于他们对索赔或其他指控进行抗辩的任何费用，包括因此类使用而产生的或以任何方式与此类使用有关的律师费用和费用。客户对客户化机器知识产权的任何其他使用均需要双方单独书面同意。在本段中，以下术语具有以下含义：

“Machine Customization” means any modification or change to the machine’s (i) product specification, configuration or design, or (ii) related processes or software, including, in each case and without limitation, where any such modification or change is performed at the direction or request of the Customer; and

“客户化机器”是指对机器就其（i）产品规格、配置或设计；或（ii）相关工艺或软件的任何修改或更改，在其每种情况下包括但不限于在客户的指示或要求下进行的任何此类修改或更改；以及

“Machine Upgrade” means any modification to a part or component included within the machine or the installation of any part or component within the machine which is not identical to the part or component which it replaces.

“机器升级”是指对机器内包含的零件或组件的任何修改，或在机器内安装与其替换的零件或组件不同的任何零件或组件。

9. Customer Produced Items. Customer will be solely responsible for the use made of Product purchased from Seller and the design, manufacturing, and quality of any item that Customer produces with that Product (each an “Item”). Customer shall be the manufacturer of record of each Item (if applicable). Seller will have no liability with respect to any Items.

Customer shall have exclusive responsibility for reviewing, verifying and approving all designs, documentation, and validation of suitability and performance characteristics of such Items and monitoring and validation of the performance of machines supplied hereunder.

对客户生产的产品。客户将单独地就其对从卖方处购买的产品的使用，以及其使用卖方产品生产的任何产品的设计、制造和质量（“客户产品”）承担责任；客户应为每件客户产品的制造记录（如适用）。卖方将不为任何客户产品承担责任。客户应排他地负责检查、审核和批准有关该等客户产品的所有设计、文档，并负责验证该等客户产品的适用性和性能特征，并对本协议项下提供的机器的性能进行监测和验证。

10. Limitation of Liability. Neither Party will be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, downtime costs, or any other special, indirect, consequential, or punitive damages, irrespective of whether such damages are foreseeable. Seller’s maximum liability under this Agreement (including any purchase orders) will not exceed the price paid for the Product at issue

责任限制。任何一方均不对另一方的利润或收入损失、设备或系统使用损失、业务中断、停机成本或任何其他特殊、间接、结果性或惩罚性损失负责，无论此类损失是否可预见。卖方根据本协议承担的最高责任（包括其任何采购订单）不得超过为相关产品所支付的价格。

11. Termination.

终止。

- A. **Right to Terminate.** Either Party may terminate this Agreement in the event that the other Party has breached a material provision of this Agreement and which, if capable of being cured, is not so cured within 30 days. Notwithstanding the preceding sentence, if Customer does not pay any amounts when due, then Seller may suspend performance, vary payment terms or terminate this Agreement by providing written notice to Customer. Other than as set forth in this Agreement, neither Party can unilaterally terminate this Agreement.

终止权。如果另一方违反了本协议的某项实质性规定，而且如果可纠正但未能能在 30 日内予以纠正，则任何一方均可终止本协议。尽管有上述句子，如果客户未支付任何到期金额，卖家可以通过向客户提供书面通知而暂停履约、更改付款条款或终止本协议。除本协议规定外，任何一方均不得单方面终止本协议。

- B. **Automatic Termination.** This Agreement shall terminate immediately if either Party becomes insolvent or subject to any insolvency proceeding in any jurisdiction.

自动终止。如果任何一方破产或在任何法域进行任何破产程序，本协议应立即终止。

- C. **Survival.** The following shall survive termination of this Agreement: (i) Article 6 (Software License); (ii) Article 7 (Confidentiality); (iii) Article 8 (No Reverse Engineering & Custom Machine IP); (iv) Article 9 (Customer Produced Items); (v) Article 10 (Limitation of Liability); (vi) Article 12 (Compliance with Laws); (vii) Article 13 (Taxes); (viii) Article 14 (Disputes) (ix) Article 15 (Governing Law); and x) Article 18 (Miscellaneous).

续存。本协议终止后仍有效：(i) 第 6 条（软件许可）；(ii) 第 7 条（保密）；(iii) 第 8 条（无反向工程和客户化机器知识产权）；(iv) 第 9 条（客户生产的产品）；(v) 第 10 条（责任限制）；(vi) 第 12 条（遵守法律）；(vii) 第 13 条（税）；(viii) 第 14 条（争端解决）(ix) 第 15 条（管辖法律）；和 x) 第 18 条（其他条款）。

12. Compliance with Laws. Each of the Parties will comply with all of their respective legal and regulatory obligations.

遵守法律。各缔约方将遵守各自的所有法律和管理义务。

13. Taxes.

All prices are exclusive of tax. Seller will be responsible for and shall pay any and all corporate income taxes imposed on Seller by the country of incorporation of the Seller in connection with the execution or performance of the Agreement ("Seller Taxes"). Customer will be responsible and shall pay all other taxes (including, without limitation, Value Added Taxes or sales taxes), duties or fees imposed by any governmental authority of any country in connection with the execution or performance of the Agreement. ("Customer Taxes"). All payments by Customer will be free of all withholding taxes unless required by law, and if any withholding is required, Customer will (i) timely remit such withholding taxes to the appropriate tax authority, (ii) pay an additional amount so that the net amount received by Seller will equal the amount that Seller would have received if the withholding had not been required and (iii) provide to Seller, within 30 days from payment to the tax authority, the official receipt tax evidencing that the withholding taxes have been paid. Notwithstanding the preceding sentence to the contrary, Customer will not withhold taxes (or will withhold taxes at a reduced rate) with respect to any amount payable to Seller, if Seller timely provides Customer with valid documentation claiming the benefits of an applicable income tax treaty. For sales of taxable items or services, Seller shall have the right to charge and collect separately stated sales tax on its invoices unless Customer timely provides a complete and valid sales tax exemption certificate, direct pay permit or other evidence of exemption.

税。所有价格均不含税。卖方将负责并应支付卖方注册成立国对卖方征收的与执行或履行协议有关的任何和所有企业所得税（“卖方税”）。客户将负责并支付任何国家的任何政府部门就本协议的签署和履行而征收的所有其他赋税（包括但不限于增值税或销售税）、关税和费用（“客户税务”）。除非法律要求，否则客户支付的所有付款都不会代扣代缴任何税款；如有必要进行代扣代缴，客户将（i）及时向相应的税务机关支付此类扣缴税款，（ii）支付额外金额，使卖方收到的净额等于没有税务扣缴的情况下卖方收到的金额，（iii）在向税务机关支付税款后 30 天内，向卖方提供扣缴税款已支付的正式收据。尽管上述款项有任何相反约定，若卖方及时向客户提供有效文件，主张其在适用的所得税协定项下享有的优惠，客户将不会从应向卖方支付的款项中代扣代缴税款（或将以优惠利率进行代扣代缴）。对于销售应纳税商品或服务，卖方有权在其发票上收取单独申报的销售税，除非客户及时提供完整而有效的销售税豁免证明、直接付款许可证或其他豁免证明。

15. Disputes. Except as specified within the next sentence, the Parties agree to resolve any dispute exclusively through arbitral proceedings that the International Chamber of Commerce (ICC) administers in accordance with its rules. This arbitration will be held in London and any proceedings will be conducted in the English language. Either Party may initiate litigation before a court of competent jurisdiction (1) to seek any equitable, interim, or provisional relief to avoid irreparable harm or injury pending arbitration or (2) to seek relief regarding a Party's confidential, proprietary or intellectual property rights.

争议解决。除下一句中规定的情况外，双方同意仅通过国际商会根据其规则管理的仲裁程序解决任何争端。仲裁将在伦敦进行，任何诉讼程序将以英语进行。任何一方均可向具有管辖权的法院提起诉讼 (1) 寻求任何公平、临时或临时救济，以避免在仲裁之前无法弥补的损害或伤害，或 (2) 就一方的机密、专有权或知识产权寻求救济。

15. Governing Law. The rights and obligations of the Parties under this Agreement will be governed in all respects by the substantive laws of the State of New York, USA, without regard to any of its conflict or choice of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods is excluded from this Agreement.

管辖法律。本协议项下各方的权利和义务将完全受美国纽约州实体法管辖（但不适用其任何冲突法或法律选择的规则）。本协议排除《联合国国际货物销售合同公约》的适用。

16. Machine Data. Customer will provide Seller free of charge on a weekly basis with all diagnostic, operational and maintenance information captured or generated by each of their machines (referred to in this Agreement as "machine data"), but excluding any Customer designs of items that their machines manufacture or any personally-identifiable health information. The machine data will be treated in accordance with the confidentiality provisions above, and Seller may share the machine data with its affiliates for technical analysis and development of and improvements to their Products and services. A party owns any data it derives or generates from machine data.

机器数据。客户将每周向卖方免费提供各机器所捕获或生成的所有诊断、操作和维修信息（本协议中简称为“机器数据”），但不包括客户机器生产的产品的任何设计，或可识别的个人健康信息。机器数据将按照上述保密条款进行处理，卖方可与其关联方共享机器数据以进行技术分析，以及开发和改进其产品和服务。一方拥有从机器数据衍生或生成的任何数据。

17. Health & Safety. Customer will provide: (i) safe working conditions for Seller's personnel (including, without limitation, implementation of effective procedures regarding energization and de-energization of power systems using lock-out/tag-out systems as appropriate); and (ii) written notice of the presence and condition of any hazardous materials at such premises as soon as reasonably practicable. If the health, safety, or security of Seller's personnel is, or may be, at risk, Seller may suspend performance without liability. Seller will comply with Customer's reasonable health and safety procedures (to the extent provided to Seller in writing).

健康与安全。卖方人员在客户所在地提供任何服务（包括任何安装服务）时，客户将：（i）为卖方人员提供安全工作条件（包括但不限于实施有效的电力系统的通电和断电程序（使用上锁挂牌系统））；以及（ii）在合理可行的情况下，尽快书面通知在该场地中任何危险物质的存在和状况。若卖方人员的健康、安全或防护处于或可能处于危险之中，则卖方可暂停履行相关义务，并不承担任何责任。卖方将遵守客户的合理健康和程序（对于书面向卖方提供的）。

18. Force Majeure. In the event of circumstances beyond a Party's responsible control (each a "Force Majeure Event"), any time period for performance shall be extended to the extent reasonably required. Each Party shall use reasonable endeavours to mitigate the effects of the Force Majeure Event (but shall not be required to take any action or incur any additional costs which are commercially unreasonable and, in such case, the time period for performance shall be extended).

不可抗力。如果出现超出一方负责控制范围的情况（即为“不可抗力事件”），任何履约期限均应延长至合理需要的范围。该方应作出合理努力，减轻不可抗力事件的影响（但不得要求采取任何行动或支付任何商业上不合理的额外费用，在这种情况下，履约的时限应予延长）。

The coronavirus (or COVID-19) is expressly agreed to be a Force Majeure Event (notwithstanding that it was declared by the World Health Organization to be pandemic prior to the date of execution of this Agreement).

冠状病毒（或 COVID-19）被明确同意为不可抗力事件（尽管世界卫生组织在本协定执行之日之前已宣布为全球流行病）。

19. Miscellaneous. Any assignment of this Agreement or any rights or obligations under it by either Party other than to an affiliate without the prior written consent of the other Party is void, provided that no consent will be required for Seller to assign any or all of its rights or obligations under this Agreement to any of its affiliates. In the event of an assignment to an affiliate, the assigning Party shall procure that its affiliate shall comply with the terms of this Agreement. This Agreement, together with any purchase orders and schedules, constitutes the entire agreement of the Parties and supersedes all prior agreements,

understandings and communications of the Parties with respect to the subject matter of this Agreement. This Agreement cannot be amended unless both Parties agree in writing (and in no case will terms on any purchase order issued pursuant to this Agreement do so). Failure to exercise any right under this Agreement will not constitute a waiver of such right. If any part of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. Except as expressly set forth in this Agreement, this Agreement is solely for the benefit of the Parties and not for any third party. This Agreement may be executed by electronic means and a signed copy delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same effect as an original.

其他条款。除转让给其关联方外，在未经另一方事先书面同意的情况下，任何一方对本协议或本协议规定的任何权利或义务的转让均无效，前提是卖家无需同意即可将本协议规定的任何或全部权利或义务转让给其任何关联公司。在转让给关联公司的情况下，转让方应确保其关联公司遵守本协议的条款。本协议连同任何采购订单和附件构成双方之间的整个协议，并取代双方之前就本协议的主题事项达成的所有协议、谅解和通信。除非双方以书面形式同意（且在任何情况下，根据本协议发出的任何采购订单的条款都不得对本协议作出修改），否则不能修改本协议。未能实施本协议项下任何权利不构成对该权利的放弃。如果本协议的任何部分无效或无法执行，本协议的其余条款将继续完全有效。除本协议由明确规定外，本协议仅及于双方当事人的利益，且不适用于任何第三方。本协议可以通过电子方式执行，以传真、电子邮件或其他电子传输方式递送的签名副本应被视为具有与原件相同的效力。

The Chinese text being provided for information only and that the only binding version of the agreement is the English language document.
本文提供的中文翻译仅供参考。本协议的英文版本具有约束力，且本协议将以英文版本为准。

[Remainder of page intentionally left blank.]
[以下无正文]

The Parties have executed and delivered this ADDITIVE MANUFACTURING MACHINE SALE AGREEMENT as of the respective dates set forth below.
双方已于下文所书各日期签署和交付了本增材制造机器销售协议。

..... Concept Laser GmbH /Arcam A.B./AP&C Advanced Powders and Coatings Inc Name: Title: Date: [insert name of Customer contracting entity] Name: Title: Date:
---	---

- Schedule A 附件 A Machines Purchased 所购机器
- Schedule B 附件 B Site Acceptance Test 现场验收测试