

GE ADDITIVE TERMS OF SALE - SPARES & CONSUMABLES

GE ADDITIVE

GE增材销售条款 - 备件及耗材

These terms govern the sale of spare parts and consumables (each a "Product") set out in any purchase order issued by the entity issuing the purchaser order (the "Customer") which has been accepted by General Electric Company acting by its GE Additive business unit or one of its affiliates (the "Relevant GE Entity").

以下所载销售条款适用于采购下单实体（下称“客户”）所签发的、由GE Additive业务单元或其任一子公司（下称“相关GE实体”）代表通用电气公司（下称“GE”）接受的所有采购订单内所涉及备件及耗材（下称“产品”）的销售事宜。

These terms apply to the exclusion of all other terms (including, without limitation, any terms incorporated or referenced to in the Customer's purchase order).

以下所载销售条款的适用不受其他任何条款（包括但不限于客户采购订单中规定或引用的所有条款）的限制。

1. Sale, Delivery and Acceptance. The Relevant GE Entity will sell, and Customer will purchase the Products pursuant to these terms (the "Agreement").

销售、交付和验收。 相关GE实体的产品销售以及客户的产品采购均将遵照此等销售条款（“协议”）。

The Relevant GE Entity will deliver each Product on the date notified to Customer in writing unless a Force Majeure Event means that the Relevant GE Entity needs to modify the above delivery dates, in which case the Relevant GE Entity will notify Customer of the revised delivery date(s) as soon as reasonably practicable. The Relevant GE Entity will incur no liability for delay due to such circumstances.

相关GE实体将于向客户书面通知的日期交付产品，但发生不可抗力事件的情况除外，此时相关GE实体须修改上述交付日期，并尽可能第一时间向客户通知修改后的具体交付日期。相关GE实体不对因此种情况所发生的延误承担任何责任。

Products will be subject to inspection by Customer for defects in quantity and non-conformity to the relevant purchase order and Customer will notify the Relevant GE Entity 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 the Relevant GE Entity, the Product will be deemed to have been accepted by Customer.

客户将检查产品数量和规格是否均与相关采购订单一致，在产品到达客户场址处后的30个日历日内以书面形式向相关GE实体通知其所发现的数量偏差或质量缺陷。如相关GE实体在产品到达客户场址后未收到任何书面通知，则视产品已通过客户验收。

2. Payment Terms. Customer agrees to pay the applicable price quoted in writing by the Relevant GE Entity in respect of each Product. If payment is late the Relevant GE Entity reserves the right to:

付款条款。 客户同意根据相关GE实体对各项产品的书面报价支付相应的价款。如支付逾期，相关GE实体保留如下权利：

- A. withhold delivery of any product, service, or deliverable pending payment of any overdue amounts from Customer; and
暂停交付任何产品、服务或可交付成果，至客户结清所有逾期款项；以及
- B. vary future payment terms or require payment security where payments have been late or the Relevant GE Entity reasonably determines that future payments may not be made when due.

在支付逾期或相关GE实体合理认为未来款项可能无法按期支付时变更未来付款条款，或要求客户提供付款保证。

3. Warranties. The Relevant GE Entity warrants that each Product will be delivered free from defects in material, workmanship and title. The above warranty will expire 12 months from the date of delivery. The following conditions must be true for the warranties to apply:

质保。 相关GE实体保证所交付的各项产品均不存在材料、工艺或所有权缺陷。上述质保将在交付日后的12个月后失效。质保生效须满足以下必要条件：

(a) the Product has not been subject to any alteration, repair or modification without written authorization of the Relevant GE Entity;

产品未在未经相关GE实体书面批准的情况下进行任何变更、修复或修改；

(b) the Product has not been operated in a manner which is inconsistent with the Relevant GE Entity manuals or any other operational or maintenance instructions; and

产品未按照不符合相关GE实体指南或其他操作或维修说明的方式进行操作；以及

(c) Customer has notified the Relevant GE Entity in writing of the defect within 30 calendar days of its discovery.

客户已在发现问题的30个日历日内以书面方式就产品缺陷通知相关GE实体。

In the event of a valid warranty claim, the Relevant GE Entity 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.

收到合规的保修申请时，相关GE实体将会（在与客户商议后）选择对存在缺陷或不符合规格要求的产品进行维修或更换。经维修或更换后，产品的质保期为原产品的剩余质保期。

The provisions in this Article 3 provide the exclusive remedies for all claims based on breach of warranty, failure of, defect in, or nonconformity of Products. The Relevant GE Entity makes no other warranty express or implied, or any representations to Customer or any third party regarding the usability, condition, operation or fitness thereof and specifically makes no warranty of merchantability or of fitness for a particular purpose.

第3条规定列示了在产品不符合质保或存在故障或缺陷或不符合规格要求情况下的所有专门补救措施。相关GE实体不以明示或暗示的方式对产品的可用性、条件、操作或适应性做出其他任何保证，特别不对产品特定用途的适销性或适应性作出任何保证。

4. Patent Indemnity. 专利赔偿。

- A. The Relevant GE Entity will handle, at its expense, all claims brought against Customer that, the Products infringe a United States patent. Customer will promptly notify the Relevant GE Entity in writing of such claims and give the Relevant GE Entity authority, information and assistance for the defense of such claims.

相关GE实体将自费处理客户因产品侵犯美国专利而面临的索赔。客户应即时以书面方式通知相关GE实体此类索赔，并向相关GE实体提供必要授权及相关信息和协助，帮助其对相关索赔进行抗辩。

- B. Should a court restrict Customer's use of the Product, the Relevant GE Entity will, at its option, (1) procure for Customer the right to continue using such Product; (2) replace the Product with a similar non-infringing product; (3) modify the Product so it becomes a non-infringing product; or (4) refund to Customer the purchase price paid for the Product, in which case this Agreement shall be deemed to have not been entered into in respect of such Product.

如法庭限制客户使用产品，相关GE实体将自费采取以下措施：(1) 为客户购买继续使用产品的权限；(2) 将产品替换为类似的非侵权产品；(3) 修改产品使其变为非侵权产品；或(4) 向客户退还其购买产品所支付的价款，这种情况下视双方为未就该产品签署本协议。

- C. The remedies described in Paragraphs A. and B. above do not apply to any product (1) not purchased by Customer from the Relevant GE Entity; (2) that was modified, combined with other items not provided by the Relevant GE Entity, or was not used for its intended purpose; or (3) that was manufactured by the Relevant GE Entity to Customer's unique specifications or directions. With respect to a component of the Product not manufactured by the Relevant GE Entity, the patent indemnity given by the manufacturer thereof, if any, shall apply.

上述A段和B段所述补救措施不适用于以下产品：(1) 非由客户从相关GE实体处采购的产品；(2) 进行了修改，或与非由相关GE实体提供的物件进行了组合，或未被用于指定用途的产品；或(3) 相关GE实体按照客户的特别规定或指令制造的产品。对于非由相关GE实体制造的组件，可适用制造商提供的专利补偿（如有）。

- D. The obligations in this Article constitute the sole and exclusive liability of the Relevant GE Entity for actual or alleged patent infringement.

本条款中的责任构成相关GE实体在实际或声称专利侵权情况下的独有与专门责任。

5. 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 know-how provided with, displayed on or contained within the Products. In addition, Customer acknowledges and agrees that any hardware and deliverables delivered under this Agreement contains Confidential Information.

定义。 “**保密信息**”指双方在本协议下共享且标记为保密的信息，以及随产品提供的、或产品上显示的、或产品内包含的所有指南、参数、流程、材料和技术信息及专门知识。此外，客户确认并同意本协议下交付的所有硬件及其他交付品均包含保密信息。

- B. **Nondisclosure.** Each Party agrees to use at least 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. 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 the Relevant GE Entity with prompt notice thereof and a reasonable opportunity to take protective measures.

保密责任。 协议各方均同意采用至少合理水平的措施保护从披露方处收到的保密信息，并同意在未经披露方事先书面同意的情况下，不向任何第三方泄露该保密信息。此外，双方同意仅将保密信息用于本协议规定的用途，同时客户仅可将保密信息用于产品操作过程。各协议方可符合本协议使用目的的必要基础上向员工和顾问披露保密信息，前提是相关员工和顾问负有保密责任且按照至少与本协议同等限制程度的要求使用信息。前述责任不适用如下保密信息：(a) 接收方在从披露方处收到信息前已获知或获取的信息，(b) 接收方从披露方以外的其他来源处获知或获取的信息，且所述来源并非通过非法手段获取或披露该保密信息，(c) 在不违反本协议下责任的情况下即已构成或成为一般公共知识的信息，(d) 书面证据显示由接收方无权获得披露方保密信息的员工或代理人独立开发的信息；或(e) 根据司法程序或法规要求所披露的信息，且客户立即通知了相关GE实体并为相关GE实体预留了采取保护措施的合理机会。

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。 双方同意除非适用法律要求，否则不在未经另一协议方事先书面同意的情况下向任何第三方披露本协议或本协议的任何条款或条件。

D. **Public Release.** Unless otherwise authorized in writing, neither Party gives the other Party consent to reference the existence or extent of a relationship with the other Party.

公开发布。 除非经书面授权，任一协议方均不同意由另一协议方披露双方之间关系的存在或范围。

E. **No Reverse Engineering.** 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).

禁止逆向工程。 客户不得自行分析或引导他人对产品进行分析，以达到逆向工程的目的，或确定产品的物理或化学属性（确认所提供的粉末符合双方同意的粉末书面技术规范的用途除外）。

6. **Customer Produced Items.** Customer will be solely responsible for the use made of Product purchased from the Relevant GE Entity and the design, manufacturing, and quality of any item that Customer produces with that Product.

客户生产项目。 客户将对用从相关GE实体处采购的产品制作而成的物件，以及使用产品生产的任何物件的设计、生产和质量承担全部责任。

7. **Limitation of Liability.** Neither Party will be liable for loss of profit or revenues, loss of use of equipment, interruption of business, unauthorized network access by a third party, recovery of lost or damaged data, downtime costs, or any other special, indirect, consequential or punitive damages, irrespective of whether such damages are foreseeable. The Relevant GE Entity's maximum liability will not exceed the price paid for the Product at issue.

责任范围。 双方都不对盈利或收入损失、设备使用损失、业务干扰、未经授权的第三方存取、丢失或损坏数据的恢复、故障时间成本，或其他任何特殊、间接、从属或惩罚性的损害负责，无论损坏是否可预见。相关GE实体的最高责任限额为购买相关产品所支付的价款。

8. **Compliance with Laws.** Each of the Parties will comply with all of their respective legal obligations.

合法性。 协议各方均应遵守各自范围内的所有相关法律规定。

9. **Taxes.** All prices are exclusive of tax. The Relevant GE Entity will be responsible for and shall pay any and all corporate income taxes imposed on GE by the country of incorporation of the GE in connection with the execution or performance of the Agreement ("the Relevant GE Entity 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 the Relevant GE Entity will equal the amount that Relevant GE Entity would have received if the withholding had not been required and (iii) provide to the Relevant GE Entity, 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 the Relevant GE Entity, if the Relevant GE Entity timely provides Customer with valid documentation claiming the benefits of an applicable income tax treaty. For sales of taxable items or services, the Relevant GE Entity 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.

税费。 所有价款均不含税费。相关GE实体将负责缴纳通用电气注册所在国对通用电气征收的与执行本协议相关的企业所得税（“相关GE实体方税项”）。客户将负责支付相关国家的相关政府当局所征收的与执行本协议相关的其他所有其他税费（包括但不限于增值税或销售税）（“客户方税项”）。除法律另有规定外，客户支付的所有款项均不含预缴税款，需预缴税款时，客户应(i) 及时向相关税务当局汇入预缴税款，(ii) 进行额外付款，使相关GE实体的收款净额等于相关GE实体在无需预缴税款情况下所能收到的金额，以及(iii) 在向税务当局付款后的30日内向相关GE实体提供已预缴税款的正式凭据。特殊情况下，如果相关GE实体及时向客户提供有效文件表明可根据适用的所得税协定适用减免税规定，则客户无需就应向相关GE实体支付的任何款项预扣税款（或适用较低的预扣税率）。关于应税项目或服务的销售，相关GE实体有权按发票单独收取确定的销售税，除非客户及时提供完整有效的销售免税证明、直接支付许可或其他免税证明。

10. **Disputes.** Except as specified within the final sentence, the Parties agree to resolve any dispute exclusively through arbitral proceedings that the American Arbitration Association (AAA) administers in accordance with its rules. This arbitration will be held in New York and any proceedings will be conducted in the English language. Either Party may initiate litigation before a court of competent jurisdiction (i) to seek any equitable, interim, or provisional relief to avoid irreparable harm or injury pending arbitration or (ii) to seek relief regarding a Party's confidential or proprietary or intellectual property rights.

争议。 除最后句段所述情况外，双方同意仅通过美国仲裁协会（“American Arbitration Association”，简称“AAA”）根据其仲裁原则执行的仲裁程序解决争议。仲裁程序在纽约执行，程序所用语言为英语。任一协议方均可向具有合法管辖权的法院提起诉讼，(i) 寻求公平、临时或暂时的救济，避免在等待仲裁期间招致不可挽回的损害或伤害，或(ii) 寻求与协议一方保密、所有权或知识产权相关的救济。

11. **Governing Law.** The rights and obligations of the Parties under this Framework 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 Framework Agreement.

适用法律。 双方在本框架协议下的权利和义务在各方面受美国纽约州实体法管辖，不考虑任何冲突或法律条款的选择。本框架协议不适用《联

合国国际货物销售合同公约》。

12. Force Majeure. In the event of circumstances beyond a Party's reasonable control (each a "Force Majeure Event"), any time periods for performance shall be extended to the extent reasonably required. Each Party shall use reasonable endeavors 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 cases, the time period for performance shall be extended).

不可抗力。发生超出任一协议方合理控制范围的事件时（“不可抗力事件”），所有责任履行期限应按要求合理延长。协议各方应作出合理努力缓解不可抗力事件造成的影响（但无义务采取不具商业合理性的行动或支付不具商业合理性的额外成本，在此情况下，相关责任履行期限应适当延长）。

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 a pandemic prior to the date of this Agreement).

新冠疫情明显可视作不可抗力事件（虽然世界卫生组织在本协议订立前称其为大规模流行疫情）。

13. Miscellaneous. Hardware changes may be required from time to time to comply with applicable regulations. Customer shall be solely liable to implement any such changes issued by Seller. 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, without the consent of Customer the Relevant GE Entity may 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 Framework Agreement. This Agreement and each transaction entered into pursuant to it shall be exclusively governed by these terms. 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. The following shall survive termination of this Agreement:

其他。可能需要进行多次硬件更改以满足适用法规的要求。客户全权负责执行卖方指示的所有此类更改要求。未经另一协议方事先书面同意，任何协议方将本协议或本协议项下的权利或义务转让给关联方以外的其他公司均属无效，但相关GE实体可将其在本协议下的所有权利或义务转让给其任一关联方，无需客户同意。向关联方转让本协议或本协议项下的权利或义务时，转让方应确保关联方遵守本协议的条款。本协议及所有采购订单和价目表共同构成双方之间的完整协议，并替代双方之间先前就本框架协议的主题所达成的所有协议、理解与沟通内容。本协议及根据本协议所开展的所有交易仅遵照此等条款的规定。除非双方书面同意，否则本协议不可修订（同时，任何情况下均不可修改根据本协议签发的任何采购订单的条款）。未能行使本协议下的任何权利不构成对该权利的弃权。如果本协议任何部分内容无效或不可执行，本协议剩余规定仍将继续完全有效。除非本协议明确提出，本协议仅为当事方的利益而非任何第三方所属利益。本协议可通过电子方式签署，通过传真、电子邮件或其他电子传输方式交付的签字副本应视为与原件具有同等效力。本协议终止后，以下内容继续有效：

- (i) Article 5 (Confidentiality); 第5条（保密）
- (ii) Article 7 (Limitation of Liability); 第7条（责任范围）
- (iii) Article 8 (Compliance with Laws); 第8条（合规性）
- (iv) Article 9 (Taxes); 第9条（税费）
- (v) Article 10 (Disputes); 第10条（争议）
- (vi) Article 11 (Governing Law); and 第11条（适用法律）；以及
- (vii) Article 13 (Miscellaneous). 第13条（其他）。

=====END=====

=====结束=====