

COHERENT CORP.
TERMS AND CONDITIONS OF SALE – HONG KONG
香港特别行政区销售条款和条件

1. LIMITS OF AGREEMENT.

协议限制

Coherent Corp. or the Coherent Affiliate named on the face of the quote (such entity, "Coherent") hereby offers to sell to the buyer identified on the face of the quote ("Buyer"), or accepts the Buyer's offer to purchase, any of the products ("Products") or services ("Services") set forth on the face of the applicable quote solely in accordance with both (a) the terms and conditions contained in these Coherent Corp. Terms and Conditions of Sale - Hong Kong (the "Sales Terms"); and (b) the terms and conditions set forth on the face of the quote provided by Coherent to Buyer (the "Quote Terms," together with the Sales Terms, the "Terms"). As used in the foregoing sentence, "Affiliates" shall mean any direct or indirect subsidiary or other entity which either controls, is controlled by, or is under common control with Coherent, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of Coherent, whether through the ability to exercise voting power or direct operations as otherwise duly authorized by officers, directors or management personnel. Unless otherwise expressly stated in writing, with respect to any conflicts between the Sales Terms and the Quote Terms, the Quote Terms will control. All offers by Coherent to sell the Products or provide Services are expressly limited to the Terms, and the Terms shall take precedence over and void any additional, different, or conflicting terms or conditions presented to and/or accepted by Coherent in any electronic portal utilized by Buyer in connection with this transaction or Buyer's general vendor registration process. If Buyer has ordered Products or Services from Coherent and such order is deemed by Coherent to be an offer by Buyer, Coherent's acceptance of such offer is expressly conditioned on Buyer's agreement to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by Coherent to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on Coherent. Buyer is hereby notified of Coherent's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on Coherent unless made in a writing expressly stating that it is such a waiver or amendment and signed by an officer of Coherent. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing, (b) pays (in part or whole) for any Products or Services, or (c) receives delivery of any Products or Services. All Coherent offers are open for acceptance for no longer than the period stated on the face of the quote issued by Coherent, or, when no period is stated, thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by Coherent at any time prior to the receipt by Coherent of Buyer's acceptance of such offer. No person, including any sales representative, order gatherer, or liaison officer for Coherent, is an agent for Coherent or has authority to extend or accept an offer on Coherent's behalf.

Coherent Corp. 或在报价单上所载的 Coherent 高意集团关联方（每一该等实体均简称为“高意”），兹此根据（a）本香港特别行政区销售条款和条件（“销售条款”）；及（b）高意提供给买方的报价单所载明的条款和条件（“报价条款”，并与销售条款合称为“合约条款”）向报价单上载明的买方（“买方”）发出要约以向买方出售相关报价单上载明的任何产品（“产品”）或服务（“服务”）或接受买方对该等产品或服务的购买要约。在前述条款中，“关联方”指控制高意、受高意控制或与高意共同受他方控制的任何直接或间接的子公司或其他实体，其中“控制”系指直接或间接拥有对高意的管理或政策的主导权，无论是通过行使投票权的能力，还是通过高级管理人员、董事或管理人员另行正式授权的其他方式进行指导经营。除非另有明确书面规定，如销售条款和报价条款之间存在任何冲突，应以报价条款为准。高意发出的所有出售产品或提供服务的要约均明确受限于本合约条款，本合约条款应优先于高意在买方与本交易有关使用的任何电子门户网站或买方常规供应商注册过程中向高意提出和/或高意接受的任何额外的、不同的或冲突的条款或条件，并使之无效。如买方已向高意订购产品或服务，且该等订单被高意视为买方发出的要约，则高意对该等要约的接受明确以买方同意合约条款为前提，并排除所有其他条款和条件。买方在任何要约、接受、承诺或确认函中提出的任何附加的、不同的或相抵触的条款或条件，包括在任何买方订单、产品规格或买方发出的其他文件中提出的条款或条件均被高意视为对合约条款进行重大变更的要求，高意在此予以拒绝，且该等变更对高意不构成任何形式的约束力。高意特此通知买方，高意反对该等附加的、不同的或相抵触的条款和条件。除非以书面形式明确声明该等放弃或修订，并由高意高级管理人员签署，否则任何就合约条款的放弃或修订均不对高意具有约束力。如买方采取以下任何一种行动，则买方接受（且被视为接受）合约条款：（a）以书面形式接受合约条款，（b）部分或全部支付任何产品或服务的款项，或（c）接收任何产品或服务的交付。所有高意要约均可供接受，接受期限不得超过高意报价上载明的期限，如果报价上未载明期限，则为要约之日起三十（30）天，但高意有权在收

到买方对该等要约的接受之前的任何时间撤回或撤销任何要约。任何人士，包括高意的任何销售代表、订单收集员或联络人员，均不是高意的代理人，亦无权代表高意发出要约或接受要约。

2. PRODUCTS AND SERVICES PROVIDED AND PRICE.

提供的产品和服务及价格。

(a) Unless otherwise specified on the quote provided by Coherent, Products pursuant to the Terms shall be newly manufactured products but may contain components which have been previously used in other product units that meet or exceed Coherent's specifications for newly manufactured components.

除非高意提供的报价单上另有规定，根据合约条款提供的产品应为新生产的产品，但可能包含先前在其他产品单元中使用过的部件，且该等部件符合或超过高意对新生产部件所规定的规格。

(b) The prices for Products and Services are those set forth on the face of the quote provided by Coherent. The cost of packaging for normal domestic shipment is included in the invoiced price for Products.

产品和服务的价格为高意提供的报价单上载明的价格。产品的开票价格中已包含普通国内运输的包装成本。

(c) Prices and orders do not include national, provincial, federal, state, municipal or local excise, sales, use, value-added tax or other taxes or customs duties, if applicable (excluding only taxes based on Coherent's income), which are applicable to the Products and Services. Such tax and duties will be added by Coherent to the sales price when Coherent has the legal obligation to collect the same and Buyer will pay such taxes and duties *unless* Buyer provides Seller with a proper tax exemption certificate for each jurisdiction in which taxes otherwise would be due. In the event Seller is required to pay any such tax or duty at the time of sale or thereafter, Buyer will promptly reimburse Coherent for the total amount of any such tax or duties.

价格和订单不包括适用于产品和服务的国家、省、联邦、州、市或地方消费税、销售税、使用税、增值税或其他税项或关税（但仅基于高意收入而向其征收的税项除外）。当高意有法律义务征收该等税项和关税时，高意将把该等税项和关税增加至销售价格上，除非买方向高意提供有关应缴纳税项的每一司法辖区的适当的免税证明。如高意被要求在销售时或之后支付任何该等税项或关税，买方应立即偿还高意该等税项或关税的全部金额。

(d) Unless expressly agreed to in writing and signed by Coherent, prices quoted are for the Products and Services described on the face of the quote by Coherent only and do not include any technical data, proprietary rights of any kind, or patent rights.

除非经高意明确书面同意，否则所报价格仅为高意提供的报价单上所述的产品和服务的价格，不包括任何技术数据、任何类型的专有权利以及专利权。

(e) These Terms govern the purchase and sale of the Products or Services set forth on the face of the quote, and are exhaustive as to the rights and benefits of both parties hereto. These Terms do not create any obligation by Coherent to provide Products or Services to Buyer except as set forth on the face of the quote. Products or Services which are not set forth on the face of the quote are outside of the scope of this transaction but may be purchased from Coherent at Coherent's sole discretion under a separate negotiated instrument.

合约条款适用于购买和销售报价单上所列的产品或服务，并穷尽了双方的权利和利益。除非报价单另有规定，合约条款并不构成高意向买方提供产品或服务的任何义务。报价单上未列明的产品或服务不属于本交易的范围，但买方可根据单独的协议向高意购买（高意全权决定是否出售）。

(f) If the price of fuel, metals, raw materials, or other production costs increases significantly, Coherent will have the right to impose a reasonable surcharge for all affected Products or Services.

如果燃料、金属、原材料的价格或其他生产成本大幅上涨，高意有权对所有受影响的产品或服务收取合理的附加费。

3. PAYMENT TERMS.

支付条款

(a) Subject to credit approval by Coherent and unless otherwise specified by Coherent on the face of the quote provided by Coherent, all payments are due and payable in full thirty (30) days from the date of invoice. Coherent

reserves the right to require alternative payment terms, including, without limitation, sight draft, letter of credit or payment in advance. Coherent may require the disclosure and evaluation of Buyer's financials to extend credit to Buyer. Coherent, at any time and its sole discretion, may change or withdraw Buyer's credit. All payments shall be made to Coherent at the location designated on the face of the invoice provided by Coherent. Interest will accrue on overdue invoices on the unpaid balance from the original due date of the invoice at the rate of one and one-half percent (1½ %) per month, or the highest rate permitted by law, whichever is less. Buyer is not entitled to any refund for payments made under progressive payment terms and may not withhold payment for any delay in installation due to a Buyer request or issue, or any delay in delivery of required documentation. If the face of the quote provided by Coherent specifies full or partial payment due upon installation, and such installation is delayed for ninety (90) or more days after delivery through no fault of Coherent, such payment shall become immediately due and payable on day ninety-one (91), regardless of whether installation is complete.

除非获得高意信用额度审批且高意在其提供的报价单上另有说明，所有款项应在发票及/或账单开具之日起三十(30)日内付清。高意保留要求买方按其他支付条款进行付款的权利，包括但不限于即期汇票、信用证或预付款。高意有权要求买方对财务状况进行披露并对其评估，以向买方提供信用额度。高意有权在任何时候自行决定变更或撤销买方的信用额度。所有款项应支付给高意提供的报价单上所指定的地址。逾期发票及/或账单将自发票及/或账单原始到期日起按每月 1.5%的利率或法律允许的最高利率（以两者中较低者为准）计收利息。买方无权对分期支付的款项要求退款，也无权对因买方的要求或问题而导致的任何安装延误或任何所需文件的延误交付而拒绝付款。如果高意提供的报价单规定了安装完成时应支付全部或部分款项，并且在高意无过错的情况下，该安装在交付后延迟了九十(90)天或更长时间，则无论安装是否完成，该笔款项应于第九十一(91)日立即到期应付。

(b) Notwithstanding the foregoing, all orders are subject to, and the obligation of Coherent to make deliveries is subject to, the right of Coherent, in its sole discretion, to either (a) require of the Buyer payment for all or any part of the purchase price in advance of delivery; or (b) to make shipment C.O.D. If the Buyer fails to make advance payment when requested by Coherent, or if the Buyer is or becomes delinquent in the payment of any sum due Coherent (whether or not arising out of the same order) or refuses to accept C.O.D. shipment, then Coherent shall have the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the sales order, refuse to make further deliveries, or declare immediately due and payable all unpaid amounts for Products or Services previously delivered to the Buyer.

尽管有上述规定，所有订单及高意交付货物的义务均受限于高意自行决定行使的以下权利：(a) 要求买方在交付前支付全部或部分购买价款；或 (b) 货到付款。如果买方未能按照高意的要求支付预付款，或买方拖欠应付给高意的任何款项（无论是否因同一订单而产生）或拒绝接受货到付款条件，则高意除依据法律或衡平法有权享有的任何其他救济外，还有权取消该订单、拒绝进一步交付货物或宣布之前交付给买方的产品或服务的所有未付款项立即到期并予以支付。

(c) If Products or Services covered by these Terms are not delivered or performed at one time, Buyer will pay for the quantity of Products delivered or Services performed. Partial shipments made under any order will be treated as separate and independent transactions. However, in the event of any default by Buyer, Coherent may decline to make further shipments without in any way affecting its rights under such order.

如果合约条款下的产品或服务不是一次性交付或履行，买方应就已交付的产品或已履行的服务付款。任何订单项下的部分发货应被视为单独和独立的交易。但是，如果买方发生任何违约行为，高意可以拒绝进行进一步发货，并且不会以任何方式影响其在该订单项下的权利。

(d) To secure any or all of its obligations under these Terms and the applicable quote, Buyer hereby grants and pledges to Coherent a first priority security interest in all of such Buyer's right, title and interest in and to any and all Products or proceeds of the foregoing, whether presently existing or hereinafter acquired. If Buyer defaults under any obligation under these Terms or the applicable quote, Coherent may pursue all remedies of a secured creditor provided under the UCC, applicable Hong Kong Special Administrative Region (the "Hong Kong") laws and regulations or other applicable law. Buyer agrees that Coherent may file such financing statements and amendments thereto as Coherent deems necessary to protect its interest in the Products or proceeds thereof and to effectuate the purposes of this section. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement. Upon Coherent's request, Buyer will execute and file any documents to perfect Coherent's security interest and/or mortgage in any Products.

为担保其在合约条款和适用报价单项下的任何或所有义务，买方特此向高意授予并保证，就买方在任何和所有产品或前述各项的收益中享有的权利、所有权和权益（无论目前存在还是此后获得），高意拥有第一优先担保权益。如果买方违反合约条款或适用报价单项下的任何义务，高意可以寻求统一商法、中国香港特别行政区（“香港”）法律法规，或其他适用法律规定的有担保债权人的所有救济。买方同意，高意可以提交其认为必要的融资报表及其修订，以保护其在产品中的权益或收益，并实现本条目的。发票及/或账单复印件可作为融资报表的一部分在任何时候提交给相关部门。应高意要求，买方将签署和提交任何文件以完善高意在任何产品中的担保权益和/或抵押。

4. TRANSPORTATION; TITLE AND RISK OF LOSS, INSURANCE.

运输、所有权和损失风险、保险

(a) Unless otherwise agreed to in writing by Coherent, all transportation will be at the expense of Buyer. Coherent reserves the right to ship Products freight collect and to select the means of transportation and routing. Unless otherwise advised, Coherent may at its option insure to the full value of the Products or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs will be for Buyer's account. Buyer agrees to reimburse Coherent for the cost of providing such insurance. If Buyer has not been notified of the existence of insurance coverage and provides its own insurance for such shipment, Coherent will waive its insurance charge. All prices are exclusive of insurance cost. Title and risk of loss or damage to Products will pass to Buyer EXW (Incoterms 2020) upon delivery to the carrier at Coherent's place of manufacture or warehouse location.

除非高意另行书面同意，所有运输费用将由买方承担。高意保留以运费到付方式发货并选择运输方式和路线的权利。除非另行告知，高意可自行选择按产品的全部价值投保或在交付时向运输公司申报产品的全部价值，所有该等运费和保险费应由买方承担。买方同意偿付高意提供该等保险的费用。如果买方未被告知存在保险并且自行为该等装运货物投保的，高意将免收保险费。所有价格均不包括保险费。产品的所有权和灭失或损坏风险应根据 EXW（《国际贸易术语解释通则 2020》）在高意的生产地或仓库交付承运人后转移给买方。

(b) Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer for such Products. Notwithstanding any defect or nonconformity, or any other matter, risk of loss will remain with Buyer until the Products are returned at Buyer's expense to such place (or places) as Coherent may designate in writing. Buyer, at its expense, shall fully insure Products against all loss or damage until Coherent has been paid in full therefore, or the Products have been returned, for whatever reason, to Coherent.

产品被没收、销毁或损坏，并不解除、减少或以任何方式影响买方对该等产品的责任。即使存在任何产品瑕疵或不合格或任何其他事项，买方仍承担产品的灭失和损坏风险，直至产品由买方自费退回至高意书面指定的地址。买方自费为产品无论因何种原因的所有损失或损害投保，直至高意获得全额赔偿或产品被退回至高意。

(c) Coherent will, at its own expense, with financially sound and reputable insurers, carry the following insurance: (i) commercial general liability in a sum no less than US\$1,000,000 for each occurrence; (ii) workers' compensation insurance in compliance with the applicable laws; and (iii) automobile (motor vehicle) insurance with limits of no less than US\$1,000,000.

高意将自费向财务状况良好且信誉良好的保险公司投保以下保险：(i) 每起事故的金额不低于 1,000,000 美元的商业综合责任险；(ii) 符合适用法律的工伤保险；以及 (iii) 限额不低于 1,000,000 美元的汽车（机动车辆）保险。

5. SHIPMENT.

发货

Coherent will use commercially reasonable efforts to meet shipment schedules. However, any shipment quote or forecast on an order acknowledgment is Coherent's best estimate of the time required to make shipment and Coherent will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason, including its negligence of any kind. Coherent reserves the right to allocate inventories and current production, reduce quantities to be delivered or Services to be performed, delay shipments, or allocate such Products or Services among customers in Coherent's sole discretion in any way it deems necessary. Should Coherent be unable to deliver Products or perform Services when estimated, Coherent will not be liable for failure to deliver or perform by such estimated dates unless expressly agreed to by Coherent in writing. Buyer may not cancel, push-out, or reschedule any purchase order placed with Coherent, except with Coherent's

written consent. Coherent shall not be responsible for any delay in shipment or delivery attributable to Buyer providing incomplete or inaccurate shipping information.

高意将尽商业上合理的努力满足发货时间表。但是，订单确认书上的任何发货时间或预测系高意对发货所需时间的最佳估计，高意不会因任何原因（包括高意的任何形式的疏忽）对延迟或未能交付任何订单的全部或任何部分而承担任何间接的或其他相应的责任。高意保留自行决定以其认为必要的任何方式分配存货和当前产量、减少交付数量或履行服务、延迟发货、或在客户间分配该等产品或服务的权利。如高意无法在估计日期交付产品或履行服务，除非高意明确书面同意，否则高意将不对未能在该等估计日期交付或履行服务承担任何责任。未经高意书面同意，买方不得取消、延期或重新安排向高意下达的任何订单。对于因买方提供不完整或不准确的发货信息而导致的发货或交付延迟，高意概不负责。

6. INSPECTION AND ACCEPTANCE.

检验及验收

The Buyer will have the right to inspect Products within five (5) days of tender of delivery, however, such right to inspect does not impair or impact the transfer of title as set forth in Section 4. Products will be deemed accepted upon tender of delivery as set forth in Section 4. Any errors, alleged defect or nonconformity discovered by Buyer in its inspection of Products shall be resolved in accordance with Section 9. Services will be deemed accepted by Buyer upon being rendered.

买方有权在货物交付后五（5）天内检验产品，但该等检验权不得损害或影响第4条规定的所有权转移。产品应在第4条规定的货物交付时视为已被验收。买方在检验产品时发现的任何错误、声称的瑕疵或不合格应根据第9条规定解决。服务一经提供即视为已被买方验收。

7. FACTORY AND SITE TESTING.

工厂和现场验收

(a) **FAT.** If the Quote Terms provide for pre-shipment inspection or factory acceptance testing (FAT) at Coherent's site, Buyer shall schedule the FAT within thirty (30) calendar days after production is complete. FAT processes must be completed in a single day for remote tests or two (2) days for onsite tests, and shall be scheduled in accordance with Coherent's projected manufacturing timeline. Coherent may assess additional charges for FAT processes that exceed these limits. Coherent accepts no liability of any kind for late delivery related to FAT scheduling. Failure to schedule and complete the FAT within thirty (30) calendar days shall constitute a waiver of the FAT. If applicable, Buyer shall provide 'known good' test parts to be used in the FAT no less than ten (10) days prior to the scheduled FAT commencement date. Buyer may authorize shipping prior to FAT completion or waive its right to conduct the FAT, however, rights waived by Buyer prior to shipment shall be waived indefinitely and shall also include a waiver of any SAT provided for in the Quote Terms.

工厂验收 FAT. 如果报价条款规定在高意的现场进行发货前检验或工厂验收测试（FAT），买方应在生产完成后的三十（30）个日历日内安排 FAT。如果是远程验收，FAT 过程必须在一天内完成，如果是现场验收，则必须在两（2）天内完成，并应根据高意预计的生产进度予以安排。高意可能会对超过这些限制的 FAT 流程收取额外费用。高意对与 FAT 安排有关的延迟交付不承担任何责任。如果买方未能在三十（30）个日历日内安排并完成 FAT，则构成对 FAT 的放弃。买方应在预定的 FAT 开始日期前至少十（10）天提供用于 FAT 的“已知良好”测试部件（如适用）。买方可授权在 FAT 完成前发货或放弃其进行 FAT 的权利。但是，买方在发货之前放弃的权利应为无限期地放弃，并且还应包括对报价条款中规定的任何现场验收 SAT 的放弃。

(b) **SAT.** If the Quote Terms provide for post-delivery inspection or site acceptance testing (SAT) at Buyer's site, Buyer shall conduct the SAT within thirty (30) calendar days after delivery. Failure to complete the SAT within thirty (30) calendar days shall constitute a waiver of the SAT, and such rights shall be waived indefinitely. For the avoidance of doubt, the outcome of any SAT shall in no way impair or impact the transfer of title as set forth in Section 4. Coherent's sole obligation and Buyer's sole remedy for nonconformities demonstrated during a SAT is, at Coherent's sole option, a timely repair or replacement of the Products by Coherent as necessary to render the Product conforming with applicable specifications.

现场验收 SAT. 如果报价条款规定在买方现场进行交货后检验或现场验收测试（SAT），则买方应在交货后三十（30）个日历日内进行 SAT。如果未能在三十（30）个日历日内完成 SAT，应构成对 SAT 的放弃，且该等权利应无

限期放弃。为免歧义，任何 SAT 的结果都不应以任何方式损害或影响第 4 条中规定的所有权转让。对于经 SAT 证明不合格的产品，高意的唯一义务和买方获得的唯一救济是，高意可自行决定由高意在必要时及时修理或更换产品，以使产品符合适用规格。

8. TERMINATIONS.

终止

Unless otherwise agreed by Coherent or as set forth in the quote provided by Coherent, any order for a Product that has been accepted by Coherent and terminated by Buyer at least sixty (60) days prior to the scheduled shipment date, shall be subject to a termination charge of not less than ten percent (10%) plus any additional costs of processing and order handling not covered by the termination charge; provided, however that, Buyer may not terminate any order without prior written agreement by Coherent and, in the absence of such prior written agreement, Coherent may require Buyer to pay a termination charge determined by Coherent in its sole discretion of not less than twenty-five percent (25%) of the order value. No order may be terminated within sixty (60) days of the scheduled shipment date except by prior written agreement by Coherent. Terminations by mutual agreement for Products or Services are subject to the following conditions:

除非高意另行同意或在高意提供的报价单中另行规定，任何已被高意接受并由买方在预定发货日前至少六十（60）个日历日前终止的产品订单，买方均应支付不少于该订单总额百分之十（10%）的终止费，外加未包括在终止费内的任何额外加工和订单处理费用；但前提是，未经高意事先书面同意，买方不得终止任何订单，且在无该等事先书面同意的情况下，高意可要求买方支付不少于订单总额百分之二十五（25%）的终止费，该等终止费由高意自行决定。除非经高意事先书面同意，否则买方在预定发货日前六十（60）个日历日之内不得终止任何订单。经双方一致同意终止产品或服务应受限于下列条件：

(i) Buyer will pay, at applicable contract prices, for all Products which are completely manufactured and allocable to Buyer at the time of Coherent's receipt of notice of termination;

买方应按适用的合同价格，支付在高意收到终止通知时已完成生产并可分配给买方的所有产品的价款；

(ii) Buyer will pay all costs, direct and indirect, which have been incurred by Coherent with regard to Products which have not been completely manufactured at the time of Coherent's receipt of notice of termination, plus a pro rata portion of the normal profit on the contract;

买方应支付在高意收到终止通知时尚未完成生产的产品产生的所有直接和间接成本，并按比例支付合同正常利润；

(iii) Buyer will pay a termination charge on all other Products affected by the termination. Coherent's normal accounting practices shall be used to determine costs and other charges. To reduce termination charges, Coherent will use commercially reasonable efforts to divert completed parts, material or work-in-progress from terminated contracts to other customers whenever, in Coherent's sole discretion, it is practicable to do so. In the event of a termination, Buyer will have no rights in partially completed Product. Buyer may not reschedule the delivery date for any Products or Services without the prior written agreement of Coherent.

买方应支付受终止影响的所有其他产品的终止费。成本和其他费用的计算依据应适用高意的正常会计实务。为减少终止费，高意将尽商业上的合理努力，在高意自行判断可行的情况下，将已终止合同中已完成的部件、材料或半成品转移给其他客户。在终止的情况下，买方对部分已完成的产品不享有任何权利。未经高意事先书面同意，买方不得重新安排任何产品或服务的交付日期。

All payments made pursuant to progressive payment terms are nonrefundable. Notwithstanding anything to the contrary in this section and regardless of mutual agreement or timing of termination, Buyer is not entitled to any refund or credit for payments made prior to termination pursuant to progressive payment terms.

根据分期付款条款所支付的所有款项均不可退还。即使本条有任何相反规定，且不考虑双方达成的合意或终止的时间，买方对终止前根据分期付款支付的款项无权获得任何退款或抵扣。

9. LIMITED WARRANTY—LIMITATION OF REMEDIES.

有限保证—救济限制

(a) Coherent warrants to Buyer that the Products delivered under the Terms will (1) comply with either the applicable Coherent published specifications for the Products, or the specifications mutually agreed and confirmed in writing between Coherent and Buyer for 12 months from the date of shipment or as otherwise mutually agreed and confirmed on Coherent's quotation and (2) will be free from defects in material and workmanship under proper use, service and condition during the defined warranty period. If the Products include any service parts provided by Coherent pursuant to a service event, the warranty period for such service parts shall be ninety (90) days from the date of shipment or the remainder of the initial warranty period, whichever is shorter, unless otherwise expressly specified by Coherent on the face of Coherent's quote. Unless otherwise expressly specified by Coherent on the face of the quote, the warranty for any depot repairs of Products is ninety (90) days from the date of return shipment by Coherent or the remainder of the initial warranty period, whichever is shorter. Products or parts which are replaced or repaired under this warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to the specific Product. Coherent represents to Buyer that it will provide any Services consistent with general industry standards. To the maximum extent permitted by and subject to applicable law, but notwithstanding anything to the contrary in the Terms, all (i) Services performed under these Terms, (ii) Products, delivered as "samples", "design verification units", and/or "prototypes", and (iii) Licensed Software (as defined below) are provided or sold "AS IS," "WITH ALL FAULTS," and with no warranty whatsoever.

高意向买方保证，根据合约条款交付的产品将（1）符合适用的高意已公布的产品规格或高意和买方另行书面约定的规格；产品的质量保证期为发货之日起十二（12）个月，或在高意报价单上另行约定并确认的期限，并且（2）在规定的质量保证期内，在适当使用、维护和操作条件下，产品不存在材料和工艺上的缺陷。如果产品包括高意根据某次服务提供的任何零部件，除非高意在其报价单上另行明确注明，该零部件的质量保证期为发货日起九十（90）天或产品初始质量保证期的剩余期限，以两者中时间较短的为准。除非高意在其报价单上另行明确注明，任何经返厂维修的产品的质量保证期为高意维修后发货之日起九十（90）天或产品初始质量保证期的剩余期限，以两者中时间较短的为准。根据本条款被维修或更换后的产品或其零部件的质量保证期为产品原始保修期剩余期限。卖方保证其提供的服务符合一般行业标准。在适用法律允许的最大范围内，无论合约条款中有任何相反规定，所有（i）根据合约条款履行的服务，（ii）作为“样品”、“设计验证单元”及/或“原型”交付的产品，及（iii）许可软件（定义见下文）均按“现状”、“存在所有瑕疵”提供或销售，且高意对其不提供任何保证。

(b) This warranty is the only warranty made by Coherent with respect to the Products and Services. No representative or person is authorized to bind Coherent for any warranty, obligation or liability, express or implied. This warranty provided in this Section 9 is made to the Buyer only at the original delivery location and is nontransferable, and may only be modified or amended by a written instrument signed by a duly authorized officer of Coherent. Major sub-systems manufactured by other firms but integrated into Coherent's system may be covered by the original manufacturer's warranty and Coherent makes no warranty, express or implied regarding such sub-systems.

本质量保证是高意对产品和服务作出的唯一保证。任何代表或个人均无权就任何明示或默示的保证、义务或责任约束高意。本第 9 条规定的质量保证仅在原始交付地点向买方作出，且不可转让。本质量保证仅能通过高意正式授权的高级管理人员签署的书面文书进行修改或修订。由其他公司制造但集成到高意系统中的主要子系统可能适用于原始制造商的质量保证，高意对该等子系统不作任何明示或默示的保证。

(c) No Product may be returned to Coherent without first obtaining Coherent's prior written consent and issuance of a Returned Material Authorization form. If, and subject to the limitations of this Section 9 during an applicable warranty period, defective Products are returned to Coherent, DDP (Coherent's dock at either (i) the location where manufactured or (ii) the Coherent designated repair location (Incoterms 2020), transportation costs prepaid and borne by Buyer accompanied by Coherent's Returned Material Authorization form, Coherent will, at its sole option, either repair or replace such products. Buyer will return products in a clean, well-packaged condition. No credit allowance on Products will be made and no replacement for Products will be shipped, unless the Products are established to Coherent's satisfaction, after suitable testing and inspection by Coherent, to be defective. Prior to any return of Products by Buyer pursuant to these Terms, Buyer will afford Coherent the opportunity to inspect such Products at Buyer's location. The risk of loss of the goods shipped or delivered to Coherent's plant or repair location for repair or replacement will be borne by Buyer.

未经高意事先书面同意并签发退货授权表（RMA），买方不得将任何产品退回高意。受限于本第 9 条的规定，在适用的质量保证期内，若买方将缺陷产品按照《国际贸易术语解释通则 2020》DDP（高意位于高意报价单上所列的 (i) 生产地点，或 (ii) 高意指定维修地点）退回至高意，且运费由买方预付并承担，并附有高意的退货授权表，高意将自行选择维修或更换该等产品。买方应在产品包装整洁完好的情况下退回产品。除非高意在进行适当测试和检查后确认产品存在缺陷，否则高意不会就产品给予信用额度补贴，也不会进行换货。在买方根据合约条款退回产品之前，买方向高意提供在买方地点检查该等产品的机会。运送或交付至高意工厂或维修地点进行维修或更换的货物的灭失和损坏风险由买方承担。

(d) The remedies in this Section 9 are available only if Coherent is notified in writing by Buyer promptly upon discovery that a Product does not conform to this warranty, including a detailed description of such nonconformance, and Buyer provides Coherent the purchase order number(s), approximate date shipped, and any and all other identifying numbers (such as invoice number, date of invoice, etc.) within the warranty period for the individual Product, and Coherent's examination of such Products discloses to Coherent's satisfaction that such Products do not conform to this warranty and the Products have not been (i) repaired, worked on, or altered by persons not authorized by Coherent so as, in Coherent's sole judgment, to injure the stability, reliability, or proper operation of such Products; (ii) subject to misuse, negligence or accident; or (iii) unpacked, connected, installed, used or adjusted otherwise than in accordance with the instructions furnished by Coherent.

本第 9 条项下的救济仅适用于以下情形：（1）在产品质量保证期内，买方在发现产品不符合本保证时及时以书面形式通知高意（包括对该等不符合情况的详细描述），并向高意提供该等产品的订单号、大致发货日期以及所有其他识别号（如发票及账单号、发票及账单日期等）；并且（2）高意对该等产品进行检查后确认该等产品不符合本保证，且该等产品（i）未经非高意授权的个人修理、加工或改变，以至于高意依其自行判断认为损害了该等产品的稳定性、可靠性或正常运行；（ii）未发生过使用不当、过失或事故；或（iii）不存在未按照高意提供的说明进行开箱、连接、安装、使用或调整的情形。

(e) If it is found that any Product has been returned without cause and is still serviceable, Buyer will be notified and the Product will be returned at Buyer's expense. A charge for testing and examination may, in Coherent's sole discretion, be made on Products so returned.

如果高意发现任何产品被无故退回且仍可使用，高意将通知买方并退回产品，费用将由买方承担。高意可自行决定对退回的产品收取测试和检查费。

(f) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY REMEDY IN SECTION 9 CONSTITUTES COHERENT'S EXCLUSIVE LIABILITY AND OBLIGATION, AND BUYER'S EXCLUSIVE REMEDY FOR ANY PRODUCTS OR SERVICES COVERED BY THESE TERMS, INCLUDING ANY BREACH OF ANY WARRANTY OR OTHER DEFECT OR NONCONFORMITY OF THE PRODUCTS OR SERVICES COVERED BY THESE TERMS. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. COHERENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE.

在适用法律允许的最大范围内，本第 9 条项下的保证救济就合约条款涵盖的任何产品或服务（包括违反合约条款任何保证或存在其他缺陷或不合格的产品或服务）构成高意唯一的责任及义务及买方的唯一救济。本保证是唯一的，并取代所有其他保证。高意不作也不承担任何其他明示的、默示的或法定的保证，包括但不限于对适销性、适用于某一特定目的或不侵权的任何保证，或可能产生于任何交易过程、履行过程或贸易中的使用可能产生的任何其他保证。

(g) OTHER THAN AS PROVIDED WITH RESPECT TO COHERENT'S EXPRESS WARRANTY OBLIGATIONS IN THESE TERMS, COHERENT IS NOT LIABLE FOR ANY COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF ANY PRODUCT, INCLUDING LABOR, INSTALLATION, OR OTHER COSTS INCURRED BY BUYER AND, IN PARTICULAR, ANY COSTS RELATING TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCT. UNDER NO CIRCUMSTANCES SHALL COHERENT HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES.

除合约条款中高意明示保证义务的规定外，高意不承担与任何产品的更换或维修相关的任何费用，包括人工、安装或买方产生的其他费用，尤其是与拆除或更换任何产品相关的任何费用。在任何情况下，高意均不对任何衍生的、附带的、间接的、惩罚性的、特殊的或其他损害赔偿承担任何责任。

10. COHERENT'S RIGHTS TO SUBCONTRACT.

高意的分包权利

Coherent may subcontract any portion of the manufacture of Product, delivery of Service provided, or other work in accordance with these Terms as well as any of Coherent's obligations and rights under these Terms.

高意可以根据合约条款将产品生产、服务提供或其他工作的任何部分进行分包，或分包其在合约条款项下的任何权利和义务。

11. BANKRUPTCY OR INSOLVENCY OF BUYER.

买方破产或资不抵债

If the financial condition of the Buyer at any time is such as to give Coherent, in its judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under these Terms, Coherent may: (i) by notice in writing to Buyer, terminate or cancel these Terms, without any requirement of judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Coherent; and (ii) require full or partial payment in advance and suspend any further deliveries for continuance of the work to be performed by Coherent until such payment has been received.

如果买方的财务状况在任何时候足以让高意根据其合理判断对买方履行其在合约条款项下义务的能力感到不安，则高意有权：(i) 通过向买方发出书面通知，终止或撤销合约条款，且无需任何司法干预或宣布买方违约，且不影响高意已经产生或之后产生的任何权利或救济；(ii) 要求预付全部或部分款项，并在收到该等款项之前暂停交付高意任何工作。

12. INDEMNITY.

赔偿

(a) Coherent will, at its own expense, defend or settle any suit that may be instituted by a third party against Buyer to the extent based on a claim that the Product in the form provided by Coherent to Buyer under these Terms, infringes such third party's Hong Kong patent (excluding processes or methods claimed by such patent), trademark, or copyright if: (i) such alleged infringement is not based on an Excluded Claim (as defined in Section 12(b)); (ii) Buyer gives Coherent immediate notice in writing of any such suit; (iii) Buyer gives Coherent sole control over the defense and settlement of such suit; and (iv) Buyer gives Coherent all needed information, assistance and authority, at Coherent's expense, to enable Coherent to defend or settle such suit. In the case of a final award of damages in any such suit, Coherent will pay such award, but will not be liable for any settlement made without its prior written consent or legal fees incurred by Buyer in connection with any such settlement. In satisfaction of this Section 12(a), Coherent, at its sole discretion, may (i) replace or modify the allegedly infringing products with non-infringing products that are functionally equivalent; (ii) obtain a license for Buyer to continue to use or sell the allegedly infringing Products; or (iii) accept the return of allegedly infringing products and refund the amount paid by the Buyer for such returned Products.

若因高意根据合约条款向买方提供的产品侵犯了第三方的香港专利（不包括该专利的流程或方法）、商标或版权，而由第三方向买方提起诉讼，高意将在任何该等诉讼中自费辩护或进行和解，前提是：(i) 该等指控侵权并非基于除外主张（定义见第 12 (b) 条）；(ii) 买方立即书面通知高意任何该等诉讼；(iii) 买方给予高意在上述诉讼中辩护和和解的完全控制权；及 (iv) 买方在高意自付费用的情况下，给予高意全部所需信息、协助和授权，以便高意能够对该等诉讼进行抗辩或和解。如果在任何该等诉讼中作出关于损害赔偿的终局裁决，高意将支付该等赔偿金，但高意不承担未经其事先书面同意的任何和解或买方因任何该等和解而产生的法律费用。为满足本第 12 (a) 条的要求，高意可自行决定 (i) 以功能等同的非侵权产品替换或修改指称侵权产品；(ii) 为买方获得继续使用或销售指称侵权产品的许可；或 (iii) 接受退回指称侵权的产品并返还买方为该等退回产品所支付的款项。

(b) Coherent will have no liability for, and the obligations of Coherent under Section 12(a) will not apply to any claim arising from or related to (i) the use of Products as a part of or in combination with any other devices, parts, processes or methods; (ii) Coherent's compliance with any designs, specifications, or instructions provided by or for Buyer; (iii) the use of Products contrary to any instructions issued by Coherent or in breach of these Terms; (iv) modifications or alterations to the Products; (v) the practice of any process or method relating to Buyer's or its customers' use of the Products; or (vi) use of the Products after receiving notice of such third party claim or by Coherent (collectively, "Excluded Claims").

对于由以下各项引起或与之有关的任何权利主张，高意将不负任何责任，且其在第 12 (a) 条项下的义务也不适用：(i) 将产品作为任何其他装置、零部件、流程或方法的一部分或与之进行结合使用；(ii) 高意遵照了买方提供的任何设计、规格或说明或特意为买方作出的任何设计、规格或说明；(iii) 违反高意发布的任何指示或违反合约条款使用产品；(iv) 对产品进行修改或改变；(v) 与买方或其客户使用产品有关的任何流程或方法的实践；或 (vi) 在收到该等第三方权利主张或高意的通知后对产品的继续使用（合称为“除外主张”）。

(c) THIS SECTION 12 STATES COHERENT'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCTS OR SERVICES DELIVERED UNDER THESE TERMS, OR ANY PART THEREOF. THIS SECTION 12 IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT WILL COHERENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES RESULTING FROM ANY SUCH INFRINGEMENT.

本第 12 条规定了高意对于其根据合约条款交付的任何产品或服务或其任何部分的任何专利、商标、版权、商业秘密或其他知识产权的任何实际或涉嫌侵权或盗用相关的唯一和排他的责任和义务，以及买方唯一和排他的救济。本第 12 条取代其他任何针对侵权的明示、默示或法定保证。在任何情况下，高意均不对任何该等侵权导致的任何衍生的、附带的、间接的、惩罚性的、特殊的或其他损害赔偿承担任何责任。

(d) Buyer will, at its own expense, indemnify and hold Coherent harmless from and against any liabilities, costs, damages, or losses resulting from any Excluded Claim, and will defend or settle at its own expense, including attorney's fees and costs, any suit brought against Coherent based on allegation arising from any Excluded Claim, provided that Coherent, (i) gives Buyer immediate notice in writing of any such suit; (ii) gives Buyer sole control over the defense or settlement of such suit; and (iii) gives Buyer all needed information, assistance and authority, at Buyer's expense, necessary for Buyer to defend or settle such suit.

买方应自费赔偿高意因任何除外主张导致的任何责任、成本、损害或损失并使其免受损害，并应自费（包括律师费和成本）辩护或和解基于任何除外主张导致的针对高意提起的任何诉讼，前提是高意 (i) 立即书面通知买方任何该等诉讼；(ii) 授予买方对该等诉讼辩护或和解的全权控制权；及 (iii) 在买方承担费用的情况下向买方提供辩护或和解该等诉讼所需的所有必要信息、协助和授权。

13. NO PROPRIETARY RIGHTS.

无专有权利

(a) Coherent certifies that it owns or holds a license to all intellectual property rights relating to the Products and Services. Coherent retains all rights in and to specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights relating to the Products and Services. Sale of any Products by Coherent does not confer upon Buyer a license under any patents, trade secrets, trademarks or copyrights to combine any Product furnished under these Terms with any other product or to modify any Product furnished under these Terms.

高意保证其拥有与产品和服务相关的所有知识产权或持有其许可。高意保留与产品和服务相关的规格、设计、工程细节、发现、发明、专利、版权、商标、商业秘密及其他知识产权和专有权利的全部权利。高意销售任何产品并未授予买方任何专利、商业秘密、商标或版权项下的许可，使其能够将合约条款项下提供的任何产品与任何其他产品组合或修改合约条款项下提供的任何产品。

(b) The design, development or production of Products and provision of Services under these Terms will not be deemed to be a “work made for hire” or “commissioned work” and Coherent retains for itself all intellectual property and proprietary rights in and to all designs, engineering details, and other data and materials pertaining to any Products or Services supplied by Coherent and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Coherent in connection with the Products or Services or with any and all products developed by Coherent as a result thereof, including the sole right to manufacture any and all such products and Buyer covenants and warrants it will not manufacture or engage to have manufactured such products. All mask sets, design tapes, documentation, and other data generated by Coherent in the performance hereunder will remain the sole and exclusive property of Coherent. Any designs, cells, circuits, devices, processes or methods that are developed by Coherent concurrently with the work performed under these Terms will be the sole and exclusive property of Coherent, and Coherent reserves the right to use such designs, cells, circuits, devices, processes or methods for other customers, or license their use to others. Coherent will retain title to and possession of all tooling, material or equipment of any kind used in the manufacture, testing, or assembly of products furnished under these Terms.

合约条款下产品的设计、开发或生产及服务的提供不被视为“职务作品”或“委托作品”，且高意保留以下所有设计、工程细节及其他数据和材料的全部知识产权和专有权利：(i) 与高意提供的任何产品或服务相关的；或(ii) 高意就产品或服务或其因此开发的任何及所有产品所进行的工作所产生的全部发现、发明、专利及其他专有权利。高意保留生产任何及所有该等产品的唯一权利，且买方承诺并保证其将不生产或委托他方生产该等产品。高意在履行合同条款过程中产生的所有掩膜版、设计带、文件及其他数据将仍是高意的专有财产。高意在执行合约条款项下的工作同时开发的任何设计、单元、电路、装置、工艺或方法应是高意的专有财产，高意保留将该等设计、单元、电路、装置、流程或方法用于其他客户或许可其他人使用的权利。高意保留对在合约条款项下提供的产品的生产、测试或装配中使用的任何种类的所有工具、材料或设备的所有权和占有权。

(c) Coherent may, from time to time, solicit or accept suggestions, comments, or feedback (collectively “Feedback”) from Buyer regarding the Products or Services sold hereunder. Buyer hereby acknowledges and agrees that Coherent may use any such Feedback for any purpose without owing compensation or any other obligation to Buyer. Coherent shall be (and Buyer hereby acknowledges and agrees that Coherent is) the sole and exclusive owner of any and all changes, improvements, or enhancements to (or relating to) the Products and Services, and any new or alternative products, services, designs, specifications, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other related intellectual and proprietary rights, regardless of whether or to what extent any such Feedback contributed to the creation thereof.

高意可不时征求或接受买方就合约条款项下所售产品或服务提出的建议、意见或反馈（合称“反馈”）。买方在此确认并同意，高意可为任何目的使用任何该等反馈，而无需对买方负有补偿或任何其他义务。高意应为（且买方在此确认并同意高意为）产品和服务（或与之相关）的任何及所有变更、改进或增强的唯一所有人，以及任何新的或替代的产品、服务、设计、规格、工程细节、发现、发明、专利、版权、商标、商业秘密及其他相关知识产权和专有权利，无论任何该等反馈是否或在多大程度上对前述各项作出了贡献。

14. CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION.

保密信息和个人信息。

(a) All information provided by Coherent to Buyer shall be deemed confidential information. All such confidential information of Coherent will be treated as confidential pursuant to the terms of the applicable nondisclosure agreement, if any, between Coherent and Buyer. If there is no nondisclosure agreement in place, all information that Buyer knows, or should know, is confidential to Coherent, including, but not limited to, pricing and lead-time information, will remain the property of Coherent and may be used, reproduced and disclosed by Buyer only to the extent necessary to use the applicable Products and Services purchased under and in accordance with these Terms and not used, reproduced, or disclosed for any other purpose. Buyer may not announce, describe, or otherwise confirm the existence of the transaction contemplated by these Terms or use the name, logo, trademark, or other symbol of Coherent in publicity releases or advertising without securing the prior written consent of Coherent.

高意向买方提供的所有信息均应被视为保密信息。高意的所有该等保密信息应根据高意与买方订立的相关保密协议（如有）项下的约定进行保密。如果不存在相关保密协议，则所有买方知道或应当知道属于高意的保密信息，包括但不限于定价和交货周期信息，仍为高意所有，且买方仅可在使用根据合约条款购买的适用产品和服务所需的范围

内使用、复制或披露该等信息，不得为任何其他目的使用、复制或披露该等信息。未经高意事先书面同意，买方不得宣布、描述或以其他方式确认合约条款所述交易的存在，也不得在公开发布或广告中使用高意的名称、标志、商标或其他标志。

(b) To the extent Buyer and Coherent are parties to a nondisclosure agreement that addresses the exchange of competitively sensitive information of Buyer, such nondisclosure agreement will govern. In the event the transaction between Buyer and Coherent includes the sale of CO2 laser optics, Coherent shall treat any customer competitively sensitive information in accordance with the relevant Binding Unilateral Policy Statement which can be found at: <https://www.coherent.com/company/investor-relations/coherent-transaction>.

如果高意和买方签署了涉及交换买方竞争性敏感信息的保密协议，则以该保密协议为准。如果高意和买方的交易包括二氧化碳激光光学器件的销售，高意处理客户的任何竞争性敏感信息，应遵循相关的具有约束力的单边政策声明。该政策声明可以在如下网址找到：

<https://www.coherent.com/company/investorrelations/coherent-transaction>。

(c) In connection with the transaction contemplated by these Terms, either party may disclose to the other certain information that identifies, relates to, describes, or is reasonably capable of being associated, or reasonably linked or linkable to a particular individual or device (“Personal Information”). The parties acknowledge and agree that such information is highly confidential and private in nature (especially with respect to information such as phone numbers and addresses, credit card information, Social Security numbers, or employee and/or customer account information) and agrees to protect such information in accordance with all applicable privacy, data protection, and security laws and regulations. Each party agrees that it will not use such information for any secondary business or commercial purposes beyond the purposes of performing its obligations hereunder, such as without limitation marketing, selling, or sharing such information.

与合约条款项下交易有关的，任何一方都可以向另一方披露某些信息，这些信息可以识别、涉及、描述、或有理由能够与特定的个人或设备相关联（“个人信息”）。双方承认并同意，该等信息具有高度机密和隐私性质（特别是关于诸如电话号码和地址、信用卡信息、身份证件号或员工和/或客户账户信息等信息），并同意根据所有适用的隐私、数据保护和安全法律和法规保护此类信息。每一方均同意，其将不会将该等信息用于履行其合约条款下义务之外的任何次要业务或商业目的，例如但不限于营销、出售或共享该等信息。

15. SOFTWARE.

软件

Unless otherwise agreed to in a separate signed software license agreement between Coherent and Buyer, the following terms and conditions will apply to software and firmware in all forms, including any documentation provided by Coherent under these Terms (“Licensed Software”):

除非高意与买方在另行签署软件许可协议中另有约定，下列条款和条件应适用于所有形式的软件和固件，包括高意在合约条款项下提供的任何文件（“许可软件”）：

(i) Coherent retains full rights, title, and ownership including all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the Licensed Software;

高意保留许可软件的全部权利、权属和所有权，包括所有专利、版权、商业秘密、商号、商标及其他知识产权；

(ii) For standalone Licensed Software, subject to and conditioned on these Terms, Coherent grants to Buyer a non-exclusive, nontransferable, non-sublicensable, limited license to internally use the Licensed Software as a development platform solely in connection with Coherent products;

对于独立的许可软件，受限于合约条款的条款和条件，高意授予买方一项非排他的、不可转让的、不可分许可的有限许可，仅可在买方公司内部将许可软件用作与高意产品有关的开发平台；

(iii) For Licensed Software embedded in Coherent products, subject to and conditioned on these Terms, Coherent grants to Buyer a non-exclusive, limited license to use and distribute the Licensed Software (in machine code only) solely as incorporated in Coherent products;

对于高意产品中嵌入的许可软件，受限合约条款的条款和条件，高意授予买方一项非排他的、有限的许可，许可买方使用或销售仅在高意产品中包含的许可软件（仅限于机器代码）；

(iv) Subject to mandatory applicable law, Buyer agrees not to engage in, and to take all reasonable steps to prevent, unauthorized use and disclosure of, including without limitation any effort to reverse engineer, disassemble, de-compile, modify, or otherwise attempt to derive the source code of any Licensed Software or any portion thereof; and

受限于适用的强制性法律，买方同意不参与，并采取所有合理措施防止未经授权的使用及披露，包括但不限于对任何许可软件或其任何部分的源代码进行反向工程、反汇编、反编译、修改，或以其他方式试图获得该等源代码；以及

(v) Buyer will not remove or destroy any trademark, copyright markings, legends, or notices placed upon or contained within the Licensed Software.

买方不会移除或销毁许可软件中放置或包含的任何商标、版权标记、图注或通知。

16. EQUAL OPPORTUNITY.

机会均等

Coherent certifies that its US Affiliates have developed and have on file affirmative action programs as required by the rules and regulations of Executive Order 11246, as amended and 41 C.F.R. Chapter 60, issued by the Department of Labor. In addition, Coherent's US Affiliates are in full compliance with section 503 of the Rehabilitation Act of 1973 and section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

高意保证其美国实体已经制定并提交美国劳动部颁布的第 11246 号行政命令及其修订版和《美国联邦法规汇编》第 41 章的规定和条例的要求的扶持行动计划。此外，高意美国实体全面遵守了《1973 年康复法》第 503 条和《1974 年越战退伍军人调整援助法》第 402 条的规定。

17. ERRORS.

错误

Stenographic and clerical errors are subject to correction by Coherent.

速记和书写错误可由高意纠正。

18. APPLICABLE LAW; JURISDICTION AND VENUE.

适用法律；司法管辖权和审判地点

The validity, performance and construction of these Terms, and any disputes arising from or relating thereto, will be governed by the laws of Hong Kong without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration and the hearing venue shall be the place where Coherent's operations are located or any other place selected by Coherent. The arbitration award shall be final and binding on the Parties.

合约条款的有效性、履行和解释，以及由合约条款引起的或与合约条款有关的任何争议，应受香港法律管辖，但不包括其法律冲突的原则。《联合国国际货物销售合同公约（1980，维也纳）》（《销售公约》）不适用。由合约条款引起的或与合约条款有关的任何争议，包括任何有关合约条款的存续、有效性或终止的问题，应提交香港国际仲裁中心（HKIAC）按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》仲裁解决，该仲裁规则被视为通过在本条款中引用而构成本条款的一部分。仲裁地和开庭地为高意经营所在地或高意选择的其他地点。仲裁裁决是终局的，对双方均有约束力。

19. LIMITATION OF LIABILITY.

责任限制

(a) Coherent will not be liable for any loss, damages or penalty resulting from delay in delivery of the products or performance of services when such delay is due to causes beyond the reasonable control of Coherent, including without limitation, supplier delay, force majeure, act of God, labor unrest, fire, explosion, earthquake, acts of civil or military authority, pandemics, epidemics, floods, riots, wars, terrorism, sabotage, labor disputes, yield problems, governmental actions, or inability to obtain materials, components, energy, manufacturing services or facilities, or transportation on commercially reasonable terms. In any such event, Coherent will utilize commercially reasonable efforts to notify Buyer of the delay, and the delivery date or date of performance will be deemed extended for a period equal to the delay or other longer reasonable time

对于超出高意合理控制的原因造成的产品交付或服务履行的延迟，包括但不限于供应商延迟、不可抗力、天灾、劳工骚乱、火灾、爆炸、地震、民事或军事当局的行为、传染病、流行病、洪水、暴乱、战争、恐怖主义、蓄意破坏、劳工纠纷、产量问题、政府行为，或无法以商业上合理的条件获得材料、部件、能源、生产服务、设施或运输的，高意将不承担任何损失、损害或处罚。在任何该等情况下，高意将尽其商业上合理的努力向买方通知该延迟，并且交付日期或履约日期应被视为相应延长，延长的时间等同于该延迟或其他更长的合理时间。

(b) COHERENT'S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THE TERMS AND/OR SALE WILL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS (OR REPERFORMANCE OF THE SERVICES) OR A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES, AT COHERENT'S SOLE OPTION, AS SET FORTH IN SECTION 9 ABOVE.

高意根据合约条款及/或销售行为、或因违反合约条款及/或销售行为而产生的责任仅限于维修或更换任何缺陷产品（或重新履行服务）或退还产品或服务的购买价款，具体由高意自行决定，详见上文第9条。

(c) TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT WILL COHERENT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTED PRODUCTS OR SERVICES, NOR WILL COHERENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES OR FOR LOST PROFITS OR LOSS OF BUSINESS WHETHER OR NOT COHERENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS HOWEVER CAUSED, UNDER ANY LEGAL THEORY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF COHERENT ARISING OUT OF OR RELATED TO THE TERMS AND/OR SALE, EVEN IF COHERENT IS APPRISED OF OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

在适用法律允许的范围内，即使合约条款中有任何相反规定，高意在任何情况下均不对购买替代产品或服务的成本承担责任，高意亦不对任何衍生的、附带的、间接的、惩罚性的或特殊的损害赔偿或利润损失或业务损失承担责任，无论高意是否已被告知该等损失发生的可能性，且在任何法律理论下无论是因违约或拒绝履行、违反保证、疏忽或其他原因导致的。本条款的主要目的在于限制高意因合约条款及/或销售产生的或与之相关的潜在责任，即使高意已知悉或应当知悉发生该等损害的可能性。

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN NO EVENT WILL COHERENT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR INDEMNITY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY BUYER TO COHERENT HEREUNDER FOR THE PRODUCTS OR SERVICES ACTUALLY GIVING RISE TO SUCH LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION). THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO BUYER FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NO CLAIM, SUIT OR ACTION WILL BE BROUGHT AGAINST COHERENT MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS TRANSPIRED.

即使合约条款中有任何相反规定，在任何情况下，高意因合约条款项下拟议之交易产生的或与之相关的全部责任（包括但不限于任何保证或赔偿请求），无论通过哪个争议解决机构，亦无论任何诉讼或主张是基于合同、侵权或其他原因，均不得超过买方就实际引起该等责任的产品或服务而支付给高意的全部金额（于该等诉讼的任何最终判决之日确定）。本限额是累积的，因主张或损害赔偿而向买方支付的所有款项均累计计算，以判定限额是否满足。一项或多项主张的存在不会提高该等责任限额。在相关诉讼发生超过一年之后不得针对高意提起任何权利主张或诉讼或其他诉求。

(e) BUYER ACKNOWLEDGES THAT COHERENT HAS SET ITS PRICES AND FEES AND AGREED TO SELL PRODUCTS AND SERVICES TO BUYER IN RELIANCE UPON THE LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, EXCLUSION OF DAMAGES AND EXCLUSIVE REMEDIES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH COHERENT WOULD NOT HAVE AGREED TO SELL PRODUCTS AND SERVICES TO BUYER. BUYER AGREES THAT SUCH PROVISIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

买方承认高意乃依据合约条款中规定的责任限制、有限保证、损害排除和排他性救济条款设定其价格和费用，并同意向买方销售产品和服务，且该等条款构成双方之间协议的基本基础，如无该等条款，高意不会同意向买方销售产品和服务。买方同意即使基本目的未能实现，该等条款将继续存在并适用。

(f) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, COHERENT WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR EXCESS COSTS OF REPROCUREMENT.

无论合约条款中是否有任何相反规定，高意在任何情况下均不对重新采购的额外成本承担责任。

20. BREACH.

违约

Any one of the following acts by Buyer will constitute a material breach of Buyer's obligations under these Terms: (a) Buyer fails to make payment for any Products or Services in full when due; (b) Buyer fails to accept conforming Products or Services supplied under these Terms; or (c) the filing of either a voluntary or involuntary petition in bankruptcy with respect to Buyer, Buyer's insolvency or inability, or admission in writing of its inability, to pay its debts generally as they become due, Buyer's application for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of a substantial part of its property, Buyer's initiation of an out of court restructuring or wind down, or Buyer's dissolution or liquidation in full or in part or an assignment for the benefit of creditors of Buyer. In the event of Buyer's material breach, Coherent may (in addition to any other rights or remedies provided herein or at law or in equity), by written notice to Buyer, terminate its obligations or any part thereof, without incurring any liability; provided, however, that with respect to a material breach due to subsection (c) above, such termination shall be automatic and effective without notice to Buyer. Buyer will pay all costs, including reasonable attorney's fees, incurred by Coherent in any action brought by Coherent to collect payments owing or otherwise enforce its rights.

买方的下列任何行为将构成对买方在合约条款下义务的实质性违反：（a）买方未能全额支付任何产品或服务的到期款项；（b）买方未能接受根据合约条款提供的合格产品或服务；或（c）买方提交自愿或非自愿的破产申请，买方无力偿债或无能力，或书面承认无能力偿还到期债务，买方申请或同意其自身或其大部分财产的接管人、托管人、清算人或保管人的委任，买方开始庭外重组或歇业，或买方全部或部分解散或清算或为买方债权人的利益进行转让。在买方发生实质性违约的情况下，高意有权（作为合约条款、法律或衡平法所规定的任何其他权利或救济的补充）向买方发出书面通知终止其全部或部分义务而无需承担任何责任；但是，就上述（c）项所述的实质性违约而言，上述终止应自动生效，无需向买方发出通知。买方应支付高意为收取欠款或以其他方式行使其权利而提起的任何诉讼中产生的所有费用，包括合理的律师费。

21. SUBSTITUTIONS, MODIFICATIONS, AND CHANGES.

替换、修改和变更

Coherent will have the right to make substitutions and modifications to the specifications of Products or Services sold by Coherent if such substitutions or modifications will not materially degrade overall performance. Coherent will also have the right to make changes or modifications to its manufacturing, testing, inspection, production, quality, and business processes at any time or for any reason, provided that such changes do not materially increase the instances where Products or Services sold by Coherent fail to conform with applicable specifications.

高意有权对高意出售的产品或服务的规格进行替代和修改，前提是这些替代或修改不会实质性降低产品或服务的整体性能。高意亦有权在任何时候或因任何原因对其制造、测试、检验、生产、质量和业务流程进行变更或修改，前提是这些更改不会实质性增加高意销售的产品或服务不符合适用规格的情形。

22. SAFETY-CRITICAL AND MILITARY APPLICATIONS.

安全关键及军事应用

(a) Unless expressly specified by Coherent in writing in the specifications for the applicable Product, Coherent Products are not designed for and will not be used in connection with any applications where the failure of such Products would reasonably be expected to cause significant personal injury or death (“**Safety-Critical Applications**”) without the specific written consent of an officer of Coherent. Safety-Critical Applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear facilities and weapons systems. Buyer will fully defend (at Coherent’s option), indemnify and hold Coherent harmless from and against any cost, loss, liability, or expense arising out of or related to use of Coherent Products in Safety-Critical Applications.

除非高意在适用产品的规格中明确书面说明，未经高意管理人员的明确书面同意，高意产品并非设计用于且不会用于任何经合理预期产品的故障会造成重大人身伤害或死亡的应用（“安全关键应用”）。安全关键应用包括但不限于生命保障装置和系统、用于核设施操作的设备或系统以及武器系统。买方将（根据高意的选择）全力为高意辩护，赔偿高意并使其免受因在安全关键应用中使用高意产品而导致的或与之相关的任何成本、损失、责任或支出。

(b) Coherent Products are neither designed nor intended for use in military or aerospace applications or environments unless specifically designated by Coherent to meet military specifications or standards (MIL-SPEC or MIL-STD). Buyer acknowledges and agrees that any such use of Coherent Products which has not been designated as meeting military specifications is solely at Buyer’s risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

高意产品并非设计用于且并非计划用于军事或航空航天应用或环境，除非高意明确指定符合军用规格或标准（MIL-SPEC 或 MIL-STD）。买方确认并同意，对未指定为符合军用规格的高意产品的任何该等使用均由买方承担全部风险，且买方对遵守与该等使用有关的所有法律和监管要求承担全部责任。

23. GOVERNMENT END USER RIGHTS.

政府最终用户权利

All Products and Licensed Software were developed entirely at private expense and no part of the Products and Licensed Software was first produced in the performance of a Government contract. Accordingly, all Products and Licensed Software and any derivatives thereof are “**Commercial Items**” as defined in 48 C.F.R. 2.101. If the end-user is a U.S. Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Coherent commercial products and data, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Buyer may distribute the Products and Licensed Software to the U.S. Government or to U.S. Government end-users under U.S. Government contracts, if and only if, the Products and Licensed Software are licensed subject to these Terms. It is Buyer’s responsibility to ensure that, consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Products and Licensed Software are provided to U.S. Government end-users (i) only as Commercial Items, (ii) with only those rights as are granted to all other users pursuant to these Terms, and (iii) these Terms are incorporated into Buyer’s contract with each Government end-user or otherwise agreed to by each Government end-user in a way that legally binds the U.S. Government to those terms. This Government End-User Rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations (“**FAR**”), the Defense FAR Supplement

(“DFARS”), or other clause or provision that addresses Government rights in computer software or technical data. Government procurement requirements and regulations will not be binding upon Coherent unless specifically agreed to by Coherent in a writing signed by an officer of Coherent.

所有产品和许可软件均完全自费开发，产品和许可软件的任何部分均不是在履行政府合同的过程中首先生产的。因此，所有产品和许可软件及其任何衍生产品均为美国联邦采购条例第 48 C.F.R. 2.101 条所规定的“商业物品”。如果最终用户是美国政府机构、部门或机构，则高意商业产品和数据的使用、复制、再造、发布、修改、披露或转让受到美国联邦采购条例第 48 C. F. R.§12.211、第 48 C. F. R.§12.212、第 48 C. F. R.§227.7102-2 和第 48 C. F. R.§227.7202（如适用）的限制。当且仅当产品和许可软件依据合约条款获得许可时，买方方可将产品和许可软件分销给美国政府或根据美国政府合同分销给美国政府最终用户。买方有责任确保，根据美国联邦采购条例第 48 C. F. R.§12.211、第 48 C. F. R.§12.212、第 48 C. F. R.§227.7102-1 至第 48 C. F. R.§227.7102-3 和第 48 C. F. R.§227.7202-1 至 227.7202-4（如适用），产品和许可软件提供给美国政府最终用户时 (i) 仅作为商业物品，(ii) 仅享有合约条款授予所有其他用户的权利，及 (iii) 合约条款纳入买方与各政府最终用户的合同，或由各政府最终用户另行约定，以使美国政府在法律上受合约条款约束。本政府最终用户权利条款取代并取代任何联邦采购条例 (“FAR”)、联邦采购条例补充文件 (“DFARS”) 或涉及政府对计算机软件或技术数据权利的其他条款或规定。政府采购要求和条例对高意不具有约束力，除非高意以其管理人员签署的书面文件形式明确同意。

24. COMPLIANCE WITH LAWS, GENERAL PROVISIONS.

遵守法律；一般条款

(a) Buyer acknowledges that all or part of the Products may be developed, manufactured, tested, assembled or otherwise worked on, or delivered from any of Coherent’s or its contractors’ facilities, domestic, and foreign.

买方承认，全部或部分产品可在高意或其承包商的国内和国外工厂进行开发、制造、测试、装配或以其他方式加工或交付。

(b) Coherent represents that it complies with all applicable laws and regulations governing the activities contemplated by these Terms, including (i) labor laws; (ii) laws, regulations and requirements regarding the environment and the export, import or re-export of Products; (iii) laws, regulations and requirements regarding anticorruption and bribery; and (iv) data security, privacy and data protection laws and regulations.

高意声明，其遵守管辖合约条款项下活动的适用法律和法规，包括(i)劳动法；(ii)有关环境和产品出口、进口或再出口的法律、法规和要求；(iii)有关反腐败和贿赂的法律、法规和要求；以及(iv)数据安全、隐私和数据保护法律和规定。

(c) Buyer agrees that it will comply with all applicable laws, regulations, and administrative rules, including in connection with any transfer, resale, or integration and resale of the Products (collectively, “Reselling Actions”). Buyer acknowledges that it is solely responsible for compliance with all applicable laws, regulations, and administrative rules in connection with any Reselling Activities. Coherent may cancel or terminate any order immediately without further liability if Buyer is in violation of any applicable laws, regulations, or administrative rules. Buyer will provide any additional documentation required by Coherent for compliance with applicable laws, regulations, or administrative rules.

买方同意其应遵守所有适用的法律、法规和行政规章，包括与任何与转让、转售、集成并转售产品有关的法律、法规和行政规章（统称为“转售活动”）。买方承认，其全权负责遵守与任何转售活动有关的所有适用法律、法规和行政规章。如果买方违反了任何适用的法律、法规或行政规则，高意可以立即取消或终止任何订单，而不承担进一步的责任。买方将提供高意要求的任何其他文件，以遵守适用法律、法规或行政规章。

(d) Buyer represents itself to be knowledgeable as to United States, Hong Kong and other relevant laws, regulations and requirements regarding the environment and the export, import or re-export of Products, whether tangible or intangible, from the United States of America, Hong Kong or elsewhere, and agrees to conduct its activities in accordance with all United States, Hong Kong and other environmental regulations and any similar or other rules, and import and export regulations (collectively, “Export Laws”). Buyer further represents itself to be knowledgeable as to United States, Hong Kong and other relevant laws, regulations and requirements regarding anticorruption and bribery, and agrees to conduct its activities (including any Reselling Activities) in accordance with all applicable anticorruption laws including, without limitation, the United States Foreign Corrupt Practices Act,

regulations of the United States Departments of Commerce, Defense, State and Treasury, the United Kingdom Bribery Act of 2010, anti-corruption Laws in Hong Kong, Germany, the European Union, and other laws and regulations of the United States, Hong Kong and any other applicable government or jurisdiction (collectively, “**Anticorruption Laws**”).

买方表示自己了解美国、香港和其他有关环境以及从美国、香港或其他地方出口、进口或再出口产品（无论是有形产品还是无形产品）的法律、法规和要求，并同意按照所有美国、香港和其他环境法规和任何类似或其他规则以及进出口法规（统称“出口法律”）开展其活动。买方进一步表示自己了解美国、香港和其他有关反腐败和反贿赂的法律、法规和要求，并同意依据所有适用的反腐败法律从事其活动（包括任何转售活动），这些反腐败法律包括但不限于美国《反海外腐败法》、美国商务部、国防部、国务院和财政部的法规、英国 2010 年《反贿赂法》，香港、德国、欧盟的反腐败法律，以及美国、香港和任何其他适用政府或司法管辖区的其他法律和法规（统称为“反腐败法律”）。

(e) Buyer will, at its own expense, pay all fines, penalties, and/or sanctions to the extent that they relate to any breach of Export Laws or Anticorruption Laws by Buyer in connection with any Reselling Activities. Buyer acknowledges and agrees that it shall be solely liable for compliance with all Export Laws and Anticorruption Laws in connection with any Reselling Activities.

买方将自行承担费用支付涉及买方在任何转售活动中违反出口法律或反腐败法律的所有罚款、处罚和/或制裁。买方承认并同意，其应独自承担在任何转售活动中遵守所有出口法律和反腐败法律的责任。

(f) Buyer may not assign any of its rights or delegate any of its obligations under these Terms, whether voluntarily, by operation of law, or otherwise without Coherent’s prior written consent and any purported assignment or delegation without such consent will be null and void and of no force or effect. In addition, Buyer may not assign any of its rights or delegate any of its obligations to any entity controlled by, controlling or under common control with Buyer or in connection with Buyer’s merger or the transfer or sale of all or substantially all of Buyer’s assets or stock without Coherent’s prior written consent and any purported assignment or delegation without such consent will be null and void and of no force or effect. Coherent may assign its rights and/or delegate its obligations under these Terms upon written notice to Buyer. Subject to the foregoing, these Terms will bind each party and its respective successors and permitted assigns.

未经高意事先书面同意，买方不得转让其在合约条款项下的任何权利或委托其在合约条款项下的任何义务，无论是自愿转让、依法转让或其他转让；未经高意事先书面同意的任何转让或委托均无效且不具有约束力。此外，未经高意事先书面同意，买方不得向任何被买方控制的实体、控制买方的实体、或与买方共同控制的实体、或与买方的合并或全部或实质全部资产或股票的转让或出售相关的实体转让其任何权利或委托其任何义务，该等未经高意事先书面同意的任何转让或委托均无效且不具有约束力。高意可在书面通知买方后转让其在合约条款项下的权利和/或委托其在合约条款项下的义务。在遵守上述规定的前提下，合约条款对各方及其各自的继承方和经许可的受让方具有约束力。

(g) Any waiver by Coherent of any right it may have or default by Buyer will not be deemed to be a continuing waiver of such right or default or a waiver of any other right it may have under these Terms or other default, nor will any delay or omission by Coherent in exercising or availing itself of any right or remedy that it has or may have operate as a waiver of any right or remedy. No waiver by Coherent will be effective except pursuant to a writing signed by a duly authorized representative of Coherent.

高意放弃其可能拥有的任何权利或放弃买方的任何违约行为将不被视为对该等权利或违约行为的持续放弃，或对其在合约条款项下可能拥有的任何其他权利或其他违约的放弃；高意延迟或未行使或利用其拥有或可能拥有的任何权利或救济不应被视为对任何权利或救济的放弃。除非根据高意正式授权代表签署的书面文件确认，否则高意的任何放弃均为无效。

(h) These Terms may not be superseded, cancelled, modified, or amended except in a writing stating that it is such a modification and signed by an officer of each party. No other act, document, usage, or custom will be deemed to supersede, cancel, modify or amend these Terms. If any provision of these Terms is determined to be invalid, illegal, or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect.

合约条款不能被取代、取消、修改或修订，除非以书面文件声明进行修改并由每一方的高级管理人员签署。任何其他行为、文件、习惯或惯例均不得视为取代、取消、修改或修订合约条款。如果合约条款的任何规定被认定为无效、非法或不可执行，该规定应在与双方声明的意图一致的范围内被执行，而合约条款的其他规定应继续完全有效。

(i) These Terms, which include the documents incorporated by reference on the face of the quote provided by Coherent (but expressly does not include any of the terms and conditions of Buyer's purchase order, specifications or any similar document issued by Buyer) will constitute the entire agreement between Buyer and Coherent with regard to the Products or Services sold under these Terms, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to such Products or Services.

合约条款，包括在高意提供的报价单引述方式并入的文件（但明确不包括买方的订单、规格或任何由买方发出的类似文件的任何条款和条件），构成买方与高意就合约条款项下销售的产品或服务达成的完整协议，并明确取代任何先前或同时就该等产品或服务达成的书面或口头协议。

25. EXTENDED SERVICE CONTRACTS.

延展服务合同

In the event that Buyer is purchasing an extended service contract from Coherent, such as Advantage Plus or Productivity Plus, then in addition to the provisions of Sections 1-23 hereof, the following terms shall also apply: (a) Coherent's service contract will not cover (in addition to the exclusions set forth above under Section 9) any defect or damage resulting from (i) unauthorized components and accessories manufactured or provided by anyone other than Coherent, (ii) improper or inadequate maintenance, (iii) Buyer-supplied interfacing, (iv) operation outside the environmental specifications for the product, (v) improper site preparation and maintenance, (vi) unauthorized modification or misuse and (vii) damage as a result of external causes, such as force majeure type factors; (b) Replacement parts may be new or refurbished at Coherent's sole discretion; (c) Coverage shall only apply to the original purchaser of the Product at the physical location provided by the purchaser at the time such extended service contract is purchased; (d) Advantage Plus contracts may only be purchased in 12 month increments, up to a maximum of 36 months; (e) such extended service contract does not include any warranty and Services provided under such contract are provided "AS IS," "WITH ALL FAULTS," and with no warranty whatsoever; and (f) Extended service contracts are non-refundable to the maximum amount allowed by law.

如果买方向高意购买延展服务合同，如换货服务（Advantage Plus）或延保服务（Productivity Plus），则除合约条款第 1-23 条的规定外，以下条款也应适用：(a) 高意的服务合同不涵盖（除上述第 9 条规定的除外情况外）由以下原因导致的任何缺陷或损坏：(i) 高意以外的任何第三方未经授权制造或提供的组件和零部件；(ii) 不当或不充分的维护；(iii) 买方提供的接口；(iv) 不符合产品环境要求的操作；(v) 不当的现场准备和维护；(vi) 未经授权的改装或使用不当；(vii) 外部原因导致的损害，如不可抗力类型的因素；(b) 高意可自行决定更换新零部件或翻新零部件；(c) 延展服务仅适用于产品的原始买方，且仅适用于原始买方在购买延展服务时所提供的物理位置；(d) 换货服务（Advantage Plus）合同只能以 12 个月为单位购买，最长不超过 36 个月；(e) 该等延展服务合同不包括任何保证，且该等合同项下提供的服务均按“现状”、“具有所有瑕疵”提供的，且没有任何保证；并且(f) 延展服务合同在法律允许的最大金额内的是不可退还的。

26. TRAINING SERVICES.

培训服务

In addition to all other terms and conditions set forth herein, this Section applies to paid training Services provided for any Products purchased under this Agreement:

除了合约条款规定的所有其他条款和条件外，本条款适用于为根据合约条款购买的任何产品提供的付费培训服务：

(a) **Timing.** Paid training must be taken within one (1) year of the purchase of the laser system and training. Discounted training must be taken within six (6) months of the purchase of the applicable laser system and training service.

时间安排。 付费培训必须在购买激光系统和培训后的一（1）年内进行。折扣培训必须在购买相应的激光系统和培训服务后的六（6）个月内进行。

(b) **Purchase Order.** When purchasing training independent of a Product or Service order, the purchase order must be submitted to Coherent at the time of registration (to hold the training date).

采购订单。当买方独立于产品或服务订单而单独采购培训时，买方须在登记时向高意提交采购订单以预留培训日期。

(c) **Cancellation by Buyer.** There is no cancellation or rescheduling fee where Buyer cancels or reschedules a training session more than twenty (20) business days prior to the scheduled training date. Buyer will be charged a twenty-five percent (25%) fee for training services cancelled or rescheduled between ten (10) and twenty (20) business days from the scheduled training date, and a 100% fee for training services cancelled or rescheduled within nine (9) business days of the scheduled training date.

买方取消。如果买方在预定的培训日期前二十（20）个工作日以上取消培训或变更培训日期，则不收取任何取消费或改期费。对于在预定的培训日期前十（10）到二十（20）个工作日内取消或重新安排的培训服务，买方将被收取百分之二十五（25%）的费用。对于在预定的培训日期前九（9）个工作日或以内取消或重新安排的培训课程，买方将被收取 100% 的费用。

(d) **Cancellation by Coherent.** There is a minimum required number of trainees per course. Courses not meeting the attendance requirement are subject to cancellation by Coherent. Coherent will notify trainees of a course cancellation no fewer than fifteen (15) business days prior to course start date. At that time, alternative course dates or a priority position on the laser training course waiting list will be provided to the trainee. In general, Coherent cannot guarantee that a course will proceed as scheduled. Plan travel accommodations accordingly. Coherent accepts no financial responsibility in the event that a training course is canceled.

高意的取消。每次培训有最低人数要求。未达到出席人数要求的培训课程可能被高意取消。若高意取消培训课程的，其将在课程开始前不少于十五（15）个工作日通知受训人员。届时，高意将向受训人员提供替代的开课日期或激光培训课程等待名单上的优先位置。一般而言，高意公司不能保证课程会如期进行。买方应相应地计划旅行及住宿。如果培训课程被取消，高意不承担任何经济责任。

(e) **Certification.** Certifications awarded for course completion are valid until trainee's employment with Buyer terminates.

证书。完成培训课程所颁发的证书有效期截至受训人员与买方的劳动关系终止之日。