

**WESCO (SUZHOU) TRADING LIMITED COMPANY**  
**TERMS AND CONDITIONS OF SALE (CHINA) – 12 July 2021**  
**WESCO (苏州) 贸易有限公司销售条款与条件**

**1. WESCO'S Terms and Conditions Control the Agreement. WESCO条款与条件控制协议。**

a. These terms and conditions are incorporated into and made a part of the agreement or proposal (“**Agreement**”) by WESCO (Suzhou) Trading Limited Company and any of its domestic subsidiaries, unincorporated divisions or affiliates (“**WESCO**”) to sell to the named Buyer the goods referenced on the face of this document (“**Goods**”) and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document (“**Services**”). The Agreement expressly limits Buyer’s acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement. WESCO’s acceptance is expressly limited to these terms and conditions.

a. 本条款与条件作为构成WESCO (苏州) 贸易有限公司 (“WESCO”) 协议或提议 (“协议”) 的一部分附在该文件的字面, 依照文件说明向购买方销售商品 (“商品”) 及服务 (“服务”) (包括但不限于, 任何管理材料、装配及装备服务, 以及工程及设计服务 (无论由WESCO或承包商履行))。此协议明确限制购买方对于协议条款与条件的接受。购买方可以通过拒绝订购或接收任何商品或服务的方式拒绝协议。协议并不构成WESCO接受购买方任何出价或还价的依据, 且WESCO据此拒绝任何购买方就协议已经或此后可能会向WESCO提供的任何表单、采购订单或其他文件中所包括或援引的任何额外的、不同的或不一致的条款、条件或限定。

b. If Buyer has submitted or will submit additional and/or different terms and conditions, or a counteroffer, to WESCO, WESCO’s subsequent performance will not be construed as either acceptance of Buyer’s additional and/or different terms and conditions or Buyer’s counteroffer.

b. 如果购买方已经或将要向WESCO提出附加和/或不同的条款及条件, 或向WESCO提出还价, WESCO随后的行为不得解释为接受购买方附加和/或不同的条款和条件, 或接受购买方的还价, 或者在适用的范围内, WESCO随后的行为不得被视为愿意接受由任何政府或联邦所采纳的《统一商法典》中任何与本条款与条件相反或本条款与条件外另附加的条款。

**2. Prices. 价格。**

a. Unless otherwise agreed to by WESCO in writing, WESCO’s prices for the Goods and Services will be the prices stated on the face of this document or WESCO’s standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round to the nearest two decimal places. WESCO may change the price for the Goods and Services: (a) in accordance with any change to its standard pricing for such Goods and Services and (b) by the amount of any tariff, excise, levy or charge of any kind imposed, assessed or collected by a governmental body, prior to the date of delivery of Goods or performance of Services, as the case may be.

a. 除非WESCO以书面形式同意, 否则WESCO商品和服务的价格将为此文件本身所陈述价格, 或为WESCO对此日期的商品和服务所定的标准价格, 但是, 当WESCO计算后的商品的标准价格超过小数点后两位时, WESCO为确定购买方对此商品的支付义务, 会将价格四舍五入至小数点后两位; 但前提是, 在商品装运或服务履行前, WESCO均可以依据其对此类商品及服务的定价标准的任何改变而变更其商品及服务的价格, WESCO将视情况而定。

b. The prices of all Goods and Services are confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any breach of Buyer’s obligation not to disclose the price of Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation in this Section 2(b), WESCO shall be entitled to preliminary and permanent injunctions to prevent or remedy such breach, and specific enforcement of this Agreement, in addition to any other remedies to which WESCO may be entitled at law or in equity.

b. 任何及所有商品及服务的价格应被保密, 且购买方不得将此价格泄露给任何无关第三方。WESCO和购买方承认并同意购买方任何及所有违反不泄露任何商品及服务价格的义务所造成的金钱损失将是极大的且不适当的, 任何此类违反将对WESCO造成不可弥补的损失。因此, 在现实或预期的违反不泄露任何商品及服务价格义务的行为出现的情况下, WESCO将有权获得永久和/或预先禁令, 以避免或弥补违反造成的损失, 将有权利针对购买方具体实施此协议, 并且有权利获得法律或条文所赋予WESCO的其他任何赔偿。

c. WESCO reserves the rights to (i) correct pricing errors in its catalogues and websites without notice, and (ii) cancel any order resulting from a pricing error, even if WESCO has sent Buyer an order confirmation.

c. 尽管本协议有任何相反的约定, WESCO保留以下权利: (i) 在无需给予通知的情况下, 纠正其目录和网站上的任何标价错误; 及 (ii) 取消任何因该等标价错误所导致的任何订单, 即使WESCO已向购买方以书面形式确认该订单。

**3. Specifications.** Unless WESCO has expressly agreed otherwise in writing, it is Buyer’s responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

3. **规格。**除非WESCO以书面形式明确同意, 购买方应承担全部责任, 确保商品和服务与其要求相符且所有规格及数量全部正确。WESCO据此明确否认商品及服务与任何规格、图纸、设计或样品相符的任何及所有陈述和保证。

**4. Shipment of Goods; Performance of Services. 商品装运; 服务履行。**

a. Shipment of all Goods shall be made Ex Works point of shipment per INCOTERMS 2020 for domestic shipments (FCA port of export for international shipments, with Buyer serving as exporter of record). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment. Title transfers to Buyer at the date of shipment, or, with respect to Goods from WESCO’s inventory that WESCO stores for Buyer, as of the effective date of this Agreement.

a. 除非WESCO确认的订单或报价单中另有规定, 如国际商品销售, 所有商品应采用F.C.A.出口港价格 (WESCO将依据国际货运《2020年国际贸易术语解释通则》出口港交货, 且购买方将履行出口商的相关义务)。在该等情况下, 购买方在向出口港交付后将承担所有损失和损坏的风险。如国内商品销售, 所有商品应在WESCO的工厂进行装运。商品的所有权将在商品发货之日转移至购买方, 或就WESCO为购买方储存的WESCO库存中的商品而言, 自本协议生效之日起转移至购买方。

b. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO’s best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless WESCO otherwise agrees in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods. WESCO will use reasonable efforts to comply with Buyer’s requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

b. 在实际商品装运或服务履行之前所提供的任何商品装运日期或服务履行日期是WESCO做出的最佳预测, 仅作参考, 商品的交付和服务的履行将依据WESCO持有的先前订单进行。除非WESCO以书面形式同意, WESCO可以以其独有的自由裁量权, 使用任何商业运输业者对商品进行装运。WESCO会尽合理的努力以符合购买方对于运输方法和路线的要求, 但无论是否产生更高的费率, WESCO保留使用替代运输方法或路线的权利。

c. Unless WESCO otherwise agrees in writing, Buyer is responsible for insuring the Goods during delivery and filing and pursuing claims with carriers for loss

of or damage to Goods in transit.

c. **除非**WESCO以书面形式同意, 购买方将支付所有与商品运送相关的保险费用(如有), 并负有责任向运输业者提出和追索商品在运输中的损失和损坏赔偿。

d. Buyer is responsible for obtaining, at its sole expense, all necessary licenses and permits for the Goods and Services, including, without limitation, licenses and permits for transportation.

d. 购买方有义务自付费用获得任何及所有必需的商品和服务的执照和许可证, 包括但不限于任何运输(以及国际运输的出口和/或进口)执照和许可证。

e. If Buyer is unable to receive the Goods when they are tendered, Buyer shall be liable to WESCO for any losses, damages, or additional expenses WESCO incurs or suffers as a result of Buyer's inability to receive the Goods.

e. 如果购买方在商品被提供后未能接收商品, 购买方将向WESCO支付其因未能接收商品所造成的WESCO承受的所有损失、损害或额外费用。

f. Buyer shall immediately inspect all Goods upon delivery and will be deemed to have accepted the Goods unless it notifies WESCO in writing within 5 days of delivery that it rejects them. Buyer waives all claims for shortages and discrepancies unless made in writing to WESCO within 5 days of delivery of the Goods. Notwithstanding the foregoing, use of the Goods by Buyer, its agents, employees or customers shall constitute acceptance of the Goods by Buyer.

g. 购买方在接收到商品后将立即检查所有商品, 并视为在接收时同意接受商品。购买方将放弃要求对商品短缺或不符进行索赔, 除非在商品接收之日起五日内以书面形式向WESCO提出。尽管有上述规定, 购买方、及其代理人、员工或客户使用商品将被视为购买方对商品的接受。

h. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

h. WESCO可以据协议在任何时候全部或部分取消商品或服务的订货。

i. For wire and cable, delivery length tolerance is  $\pm 10\%$ . When non-standard manufacturer lengths are requested, cutting and reel charges will apply, and delivery lead-times may be adjusted.

i. 对于电线和电缆, 交付长度公差为加减10%。当要求非标准原厂商长度时, 将收取切割和卷轴费用, 并且交货时间可能会被调整。

j. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

j. 直至购买方将所有应向WESCO支付的任何商品的价款全部最终付清, 购买方将代WESCO以信托方式持有该商品, 若购买方未能及时支付, WESCO可以取回商品。

k. When WESCO ships returnable reels, the invoice may include a charge for the reel, payable in accordance with the terms of Section 5. Buyer should contact the servicing branch location to arrange for the return of reels for a credit. To be eligible for a credit, the reels must be returned in good condition.

k. 每当运送可退回的卷轴时, 发票可能包括卷轴费用, 该等费用将按第5条支付。购买方应联系服务分行以安排退回卷轴以获得相应的积分。要获得积分, 卷轴应以完好无损的状态退回。

l. If Services are to be performed at a Buyer site, Buyer shall make the site safe and fit for the performance of the Services.

l. 如服务将在购买方现场执行的话, 购买方应确保现场安全并适合执行该等服务。

## 5. **Payment 支付。**

a. Buyer shall pay for Goods and Services in the currency specified by WESCO. Buyer shall pay for Goods and Services by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may, in its sole discretion, prohibit or condition payment by any means, including, without limitation, credit cards. Account balances cannot be paid by credit card unless expressly agreed by WESCO in writing.

a. 商品和服务的所有付款都必须使用WESCO指定的货币。商品和服务的支付将通过WESCO指定的方式, 如通过支票或电汇; 但是, WESCO可以根据自由裁量权拒绝任何支付方式, 包括但不限于信用卡支付。除非WESCO明确书面同意, 否则信用卡不能用于支付账户余额。

b. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery. If Buyer fails to pay when due or if its creditworthiness changes, WESCO, in its sole discretion, may, among other actions, (a) reject any new purchase order; (b) require Buyer to immediately pay all outstanding invoices, and/or (c) withhold shipment or cease performance until payment has been received.

b. 商品和服务的付款在WESCO开具发票日期之30天之内到期; 但前提是, WESCO根据自由裁量权保留要求在订货报单、装运或交付前以现金方式支付全额的权利。若购买方未能按时付款或其信誉有所变更, WESCO可以根据自由裁量权, 除了采取其他措施外: (a) 拒绝任何新的采购订单; (b) 要求购买方立刻支付全部的未付发票, 和/或 (c) 在收到付款之前暂停发货或停止履行。

c. WESCO has the right to offset all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

c. WESCO应保留权利将WESCO据此协议应付及未付给购买方的任何及所有金额, 包括但不限于, 从任何退款或返利中, 抵销购买方据此协议应付及未付给WESCO的任何金额。

d. If Buyer defaults in payment, Buyer will be liable for all collection costs WESCO incurs, including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

d. 若购买方拖欠付款, 购买方对WESCO所造成的所有催收费用负有责任, 包括但不限于, 辩护律师及追债公司的费用及所有相关开销。

e. Past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law, whichever is less.

e. 若购买方在付款日期到期时仍不付款, 就过期未付金额收取每月百分之一点五(1 ½%)或法律允许的最大百分比率的服务费用(取二者中较小值)。

f. Buyer unconditionally guarantees payment, as primary obligor, of all purchases made by its subsidiaries and affiliates.

f. 购买方以主要债务人身份无条件保证子公司及关联公司的付款责任。

g. If WESCO agrees to stock Goods for Buyer, Buyer acknowledges and agrees that it is responsible for all excess and obsolete Goods.

g. 如WESCO同意为购买方储存货物, 购买方承认并同意其对所有多余和过时的货物独自负责。

h. If Buyer remits a payment on account without remittance detail, WESCO has the right to apply the funds to oldest invoices first. Buyer has sixty (60) days to challenge WESCO's application of payment funds.

h. 若购买方按账户进行汇款但没有提供任何汇款信息, WESCO有权自行将该等款项用于付清拖欠最久的发票。购买方将有六十(60)天的时间对WESCO处理该等付款的方式提出异议。

6. **Taxes.** The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for paying any transportation taxes, and any present or future sales, use, excise, import (including "trade war tariffs") or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

6. **税款。**商品及服务的购买价格不包括因销售、购买、处理、交付、储存、使用、消费、履行或运输该商品及服务而产生的或与此有关的运输税费、销售税、使用税、营业税、进口税、增值税或任何类似的税费或其他政府费用。购买方应负责支付适用于此协议以及适用于销售和/或提供商品及服务的任何运输税费以及任何现有或将来的销售税、使用税、营业税、进口税(包括“贸易战争关税”)、增值税或任何类似的税费或其他政府费用。

7. **Cancellation.** Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays

reasonable charges for expenses already incurred and commitments WESCO made in connection with the placement of such order(s).

7. **撤销。**购买方可以撤销对商品和/或服务的订购，但仅当WESCO以书面形式同意撤销时，且只有在购买方对与此订购相关的已经产生的开销及WESCO所承担的义务做出合理赔偿付款后方可生效。

8. **Limited Warranties; Disclaimer of Warranties.** The warranty period for every item of Goods shall not exceed 12 months which shall commence from the time such Goods are delivered to the Buyer. WESCO warrants that, unless otherwise specified, at the time of delivery to the point of shipment, the Goods are new and free from liens and encumbrances. WESCO will use commercially reasonable efforts to pass through to Buyer all manufacturer warranties. WESCO warrants that it will provide Services in a competent fashion, in accordance with industry standards. **WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS, UNDER THE LAWS OF ANY NATION.** However, if WESCO is notified in writing by the Buyer of any claim that a product infringes any patent rights, trademark or copyright, it shall make reasonable efforts to ensure that the Buyer obtains a right of compensation for such infringing products which the manufacturer is able to provide.

8. **产品保证与保证的否认。**每件商品的保证期间为12个月，自该商品交付给购买方之日起计算。WESCO保证，除非另有指定，在交付至装运站的当儿，商品是全新的，且没有留置权和产权负担。WESCO将尽商业上的合理努力将制造商所有的保证传递给购买方。WESCO保证其提供的服务将符合行业标准以称职的方式提供服务。根据适用法律最大允许范围，**WESCO特此明确声明否认并排除任何及所有与商品及服务相关的陈述及保证，包括但不限于任何适销性保证、任何设计、材料及工艺无缺陷的保证、任何适用于特定用途的保证、任何无丧失性能缺陷的保证、任何权利良好的保证及任何不侵犯第三方知识产权的保证，包括但不限于任何专利权、商标权或著作权，无论上述陈述或保证是书面或口头上的、明确或暗示的、由合同、法律、衡平法、严格规定的义务或是其他方面的。**但是，WESCO若接到购买方通过书面形式立即通知的关于任何商品侵犯专利权、商标权或著作权的任何索赔时，应尽合理努力确保购买方获得制造商可以提供的和商品相关的获得赔偿的权利。

9. **Exclusive Remedy; Returns; Credits.** Buyer's **EXCLUSIVE** remedy against WESCO for any claim for, or arising out of, any defect or nonconformity in a Good is the direct cost of repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. WESCO is not responsible for obtaining access to, or uninstalling, installed Goods, delivering replacement Goods to the installation site, or installing replacement Goods. Buyer's **EXCLUSIVE** remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies are available to Buyer for one (1) year after the Good is tendered or the Service is performed, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect within 30 days of the date Buyer discovered or should have discovered the defect. If Buyer returns any Good to WESCO for repair, replacement or refund, it shall utilize WESCO's return material authorization procedures then in effect. Returns are subject to manufacturer policies. Returns may be subject to restocking fees. Returns will not be accepted for (a) custom orders or (b) Goods that have been modified, damaged, or not in their original packaging. Buyer must use any credit WESCO issues within two (2) years from the date of issuance. Any unused credit or portion thereof not used after two (2) years could be subject to the relevant jurisdiction's unclaimed property laws which are applicable.

9. **全部救济。**购买方针对WESCO向其提供的任何商品所产生或相关的任何索赔的全部救济为对商品的修复或更换，或者根据WESCO自由裁量权，也可以退还商品购买价格。购买方针对任何WESCO在协议下所提供的服务的缺陷所产生或相关的全部救济为重新履行该服务，或者根据WESCO自由裁量权，也可以退还服务的购买价格。购买方仅在商品交付或服务提供后一年之内可获得该等救济，除非购买方在发现商品或服务缺陷后或在购买方应该发现该等缺陷后的30天内书面通知WESCO，否则WESCO据此第9条的义务将为无效并作废。购买方将按照届时有效的WESCO退还材料核准程序返还任何据此第9条返还给WESCO待修复、替换或退款的商品。退还商品受制于制造商政策。退还商品可能需支付进货费。对于（a）定制订单；或（b）经过修改、损坏或不处在原始包装的商品，将不接受退还。购买方必须在自发行之日起两（2）年内使用任何WESCO发行的积分。两年后未使用的任何积分或其部分可能受相关地适用的无人认领财产法的约束。

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, (B) WESCO BE LIABLE FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS BUYER PURCHASES FROM OTHERS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (C) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. **责任限制。**尽管此协议可能包含任何相反的规定，在任何情况下：(A) WESCO不对任何偶然的、继起的、可能的、惩戒性的、伴随的、间接的、清算的、物质的、惩罚性的、特殊的、推测的或其他损失对购买方负责，(B) 包括但不限于根据此协议、商品或服务或与上述相关的以任何方式产生的所有利益、销售或收入的损失、商品替换的开支、业务损失或中断或律师费或法庭费用（即使WESCO已被告知上述损失的可能性）；及(C) WESCO就与任何商品或服务相关的全部责任不应超过此商品或服务的购买价格。即使任何有限的补偿措施的基本目的未能实现，该等限制将仍然适用。

#### 11. **Indemnification. 赔偿。**

a. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark ("IP") infringement with respect to any Goods, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the Goods' manufacturer may offer. This Section 11 is Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods of any third-party IP rights.

a. 在接到购买方有关货物或服务的专利、著作权或商标侵权索赔的即时通知后，WESCO将尽合理的努力确保购买方获得制造商惯常提供的和商品相关的获得赔偿的权利。本第11条款列明了购买方所唯一享有的针对WESCO的任何货物或服务侵犯第三方知识产权权利的全部救济，此类知识产权包括但不限于专利或商标。

b. Buyer shall indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives (each, an "Indemnified Party") from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, (a) Losses arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), and (b) Losses arising from actual or alleged infringements of a third party's intellectual property rights caused by (i) WESCO having followed Buyer's specifications, instructions or designs relating to the Goods or Services, (ii) Buyer's continued use of the Goods or Services after WESCO has informed Buyer of modifications required to avoid infringement, or (iii) modifications of the Goods or Services other than by WESCO, in each instance regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each, a "Claim") and, to the extent permitted by law, regardless of whether any

Indemnified Party or any third party is negligent, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 9. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against any Indemnified Party resulting from any Claim, court costs, and reasonable attorneys' fees and disbursements incurred in defense of any Claim. WESCO has the sole and exclusive right to conduct the defense of any Claim at Buyer's sole expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against an Indemnified Party, Buyer or any third party.

- c. 购买方将赔偿、保护和免除WESCO、其股东、管理人员、董事、员工、代理和代表免于遭受所有损失、损害、债务、成本和支出，其包括但不限于财产损失、利润或收入损失、财产使用的损失、资金成本、能源或临时设备购买或替代成本、个人或身体伤害或死亡（“损失”）等依据本协议、商品以及服务或与上述有关的损失（包括但不限于WESCO的员工、代表、代理或分包商在购买方场所履行服务而引起的相关损失），及因（i）WESCO遵循购买方有关商品或服务的规格、说明或设计而导致的实际或涉嫌侵犯第三方知识产权而造成的损失、（ii）在WESCO通知购买方需要进行修改以避免侵权后，购买方继续使用商品或服务、或（iii）非WESCO对商品或服务进行的修改，无论该等损失是否直接由购买方所承受，或者是根据与第三方的诉讼、索赔、反诉、要求、审判或其他行为（每一项均为“索赔”）或与上述相关的损失，并且也无论WESCO或任何第三方是否在某种程度上就该等损失和/或索赔具有过失；但是，购买方就上述第9条款所述的WESCO对购买方的义务（如有）而不必向WESCO进行赔偿。为避免歧义和消除限制，此赔偿义务要求购买方支付任何针对WESCO或任何其他由任何索赔引起的被赔偿方的宣判费用，支付任何WESCO或与任何索赔相关的被赔偿方的诉讼费用，以及支付任何合理的律师费和WESCO及任何因此索赔而与WESCO同处于辩护方的被赔偿方所支出的费用。WESCO拥有唯一且排他的权利就任何索赔进行辩护，并仅由购买方支付所有费用。购买方的赔偿义务不取决于任何针对WESCO、购买方或任何第三方主张的真实和准确程度。

## 12. Product Suitability. 产品适用性。

a. Unless otherwise agreed in writing, although WESCO may provide Buyer with advice regarding Goods or installation/use recommendations, such advice shall not be deemed to be a recommendation, endorsement or guarantee. Buyer acknowledges that if it follows such advice, it does so at its own risk.

a. 除非另有书面约定，尽管WESCO可以向购买方提供有关商品的建议或安装/使用建议，但该建议不应被视为建议、认可或保证。购买方承认，如果其遵循该建议，则需自行承担风险。

b. Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet all applicable local requirements. Buyer assumes responsibility for compliance with all safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Unless WESCO has agreed to install a Good, WESCO is not responsible for the installation and/or use of a Good. Before purchase and use of any Goods, Buyer should review the Goods' application, and all applicable regulations, codes, and standards, and verify that the installation and use of the Goods will comply with them. Unless otherwise agreed in writing by an authorized WESCO representative, Goods sold hereunder are not intended for use or in connection with (a) any safety application, unless the Good is specifically designed and marketed as a safety product, (b) the containment area of a nuclear facility, or (c) in a healthcare application where the Goods have potential for patient contact.

b. WESCO所售的商品旨在符合所陈述的美国安全标准和规定。鉴于当地的安全标准和规定可能有较大的区别，WESCO不能保证商品符合每一当地所有适用的要求和标准。购买方承担商品符合商品所运输、销售和使用的当地相关安全标准和规定的责任。除非WESCO同意安装商品，否则WESCO不对商品的安装和/或使用负责。在购买和使用商品之前，购买方应该审查产品用途、国家和地区规范与条例，并核实商品的使用和安装与之相符合。除非WESCO授权代表另行书面约定，根据本协议出售的商品不用于或与（a）任何安全应用相关，除非该商品是作为安全产品专门设计和销售的、（b）核设施的安全壳区域，或（c）在商品可能与病患者接触的情况下的医疗保健的应用。

13. Ownership. WESCO has and shall retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

13. 所有权。WESCO拥有并保留一切权利、所有权和对任何及所有其可能根据任何服务或与之相关而使用的商业秘密、技术数据、销售服务和产品计划、方法、技术、设计、模具、工具、样本、系统、专有技术、专门技术和其他任何专有信息的利益，并且购买方不得根据本协议就任何WESCO相关财产获得许可证或任何其他财产权利。

## 14. Export Controls; Availability; Laws. 出口管制；可获得性；法律。

a. Buyer represents and warrants that it is not designated on, or associated with, any party designated on any U.S., United Nations, or European Union government restricted parties or sanctions list, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List.

a. 购买方声明并保证其没有被指定在任何美国、联合国或欧盟政府的受限方或制裁名单上、或与之有关联，包括但不限于美国商务部工业与安全局（“BIS”）的被拒绝人员名单；实体名单或未经核实的名单；美国财政部外国资产控制办公室（“OFAC”）的特别指定国民和被阻止人员名单；或美国国务院国防贸易管制局（“DDTC”）被禁入者名单。

b. Goods may be subject to export controls under the laws, regulations and/or directives of the United States and other countries, in which case, these Goods are only authorized for use (e.g., via a government-approved and issued export license, which Buyer must obtain) by the ultimate end-user in the destination identified in the transaction documents between Buyer and WESCO. Buyer shall comply with such laws and regulations, failing which, Buyer shall indemnify, defend, and hold harmless WESCO for Buyer's compliance lapses in this regard. Buyer will not export, re-export or transfer, or cause a deemed export or re-export of, these Goods (in their original form or after being incorporated into other items) to any country or person to which/whom export, re-export, or transfer (actual or deemed) is prohibited or without first obtaining all required authorizations or licenses. Buyer's obligations under this clause shall survive the expiration or termination of the Agreement.

b. 特定货物可能须依据美国和其他国家的法律、法规和/或指令而受到出口管制，在这种情况下，该商品仅由购买方与WESCO的交易文件中指定的目的地的最终用户授权使用（例如：通过政府批准和颁发的出口许可证，购买方必须获得该许可证）。购买方必须遵守该等法律和规定，如此类商品被出口、再出口或转让至任何国家是被禁止的或未能事先获取所有的授权或许可，则不得出口、再出口或者转让该等商品至该等国家，否则购买方应就购买方在这方面的合规性失误向WESCO进行赔偿、辩护并使其免受损害。购买方在本条款下的义务应在本协议到期或终止后继续有效。

c. Due to government regulations and product availability, not all goods WESCO sells may be available in every area, or for every destination, end user, or end use.

c. 鉴于政府规定和产品可获得性，WESCO所售的所有商品并非在每个地区均可获得、或用于每个目的地、最终用户或最终用途。

d. Buyer warrants and represents that it will comply with all Laws with respect to the purchase, use, and operation of any and all Goods and Services. "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

d. 购买方在此陈述并保证其将遵守任何和所有与任何和所有商品和服务的销售、使用和操作的相关的法律。为本协议之目的，“法律”指的是任何国际、多边、国内、国外、联邦、州、城市、地区（或其他政治区域）或者是行政性的法律、宪法、法令、准则、条例、规章、法规、要求、标准、政策或具有法律效力的指令、条约、裁判或任何种类的或具有此类性质的决议，包括但不限于任何普通法律的判决或原则。

e. Buyer shall refrain from taking any action that may cause a WESCO employee to violate a law or WESCO's Code of Business Ethics and Conduct, available at <https://www.wesco.com/POLCodeofConduct.pdf>.

e. 购买方应避免采取任何可能导致WESCO员工违反法律或WESCO《商业道德和行为准则》的行为，可参见

**15. Interpretation of the Agreement; Integration; No Waiver.** None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of WESCO or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from WESCO by whatever means, each time Buyer accepts the Agreement, Buyer and WESCO enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters set forth herein and the provision of Goods and Services hereunder (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations and conditions, whether oral or written, express or implied, with respect to such matters. WESCO's failure to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and WESCO's failure to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

**15. 协议解释。**任何WESCO或购买方的股东、董事、管理人员、合伙人、经理、员工、代理或代表均无权口头修改或以任何方式改变本协议的条款和条件。本协议所列出的条款、条件和限制，仅可由WESCO授权的代表随后签署书面文件或由此协议包含的语言，方能修改、改变或增加。无论购买方以任何方式多少次从WESCO购买或已经购买商品和服务，每次当购买方接受本协议，购买方和WESCO均为签署单独的协议，且无需参照任何其他购买方和WESCO之间的协议或者参考购买方可能声称的购买方和WESCO之间形成的交易或履约过程。在本协议订立之前、之时或之后使用的不一致的交易或工业惯例（如有）均不得放弃、改变、说明或解释本协议中任何条款、条件和限制。本协议是与在此所讨论事项和有关商品和服务的条款相关的唯一和排他协议（除非任何经WESCO书面明确签署的修改条款和条件的文本，该等文本将被援引纳入本协议并成为其一部分），并同时替代所有之前和同时期关于该等事项的协议和谅解、协商、动机、陈述或条件，且无论口头或书面，无论明示或暗示。WESCO未能执行任何本协议的条款、条件和限制并不构成放弃该等条款、条件和限制的行为或者放弃任何其他本协议条款、条件或协议的行为。WESCO未能就购买方违反本协议而行使任何权利（不管是由本协议、法律、衡平法、或其他法律所提供的）并不构成其放弃此项权利或其他权利的行为。

**16. Force Majeure; Limited Availability.** WESCO is not liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence, epidemic, pandemic, public health crisis, or other catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause, whether similar or dissimilar, beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer, regardless of whether the circumstance arose before or after the effective date of the Agreement (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, including but not limited to delivery and cost savings obligations, WESCO has the right to (a) change (in whole or in part), terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event plus any additional amount of time required to resume performance all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to circumstances beyond its control, including a Force Majeure Event, WESCO has the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by WESCO will be deemed to be a breach of the Agreement.

**16. 不可抗力。**WESCO将不对因超出其可控范围内的情况而造成的协议内履约失败（包括但不限于任何的交付商品或履行服务的失败）而负有责任，该等情况包括但不限于火灾、洪水、地震、瘟疫或类似的灾难；战争、恐怖主义行为或袭击；缺乏或交通设施失效、合适的零件、原料或人力匮乏；任何现有或今后颁布的法律、规则、规章、法令、条约、公文或任何政府部门的决议；未能确保燃料、原料、补给、设备或能源在合理价格之内或使之数量充足；不可抗力或公敌；或其他任何超出WESCO合理掌控能力之外的事件或缘由，包括但不限于由购买方导致的延误（每一项均为“不可抗力事件”）。如因任何不可抗力事件阻碍WESCO根据协议履行其任何义务，WESCO将有权进行：(a) 调整、终止或取消协议（或其部分）；或(b) 在不可抗力事件期间忽略全部或部分在此期间可交付使用的商品，因此，依据协议要求的可交付使用的商品数量即应减去被忽略的数量。如果WESCO因不可抗力事件而无法按照协议要求提供所需交付的商品总需求量，WESCO将有权采取任何WESCO认为合理和公平的方式向其客户分配其所具有的供给。在任何情况下，WESCO均无义务从其常规的供应源之外购买原料，从而使其依照协议提供商品给购买方。任何由WESCO提出的调整、取消或分配不得被视作对本协议条款、规定、期限、条件、或契约的违反。

**17. Choice of Law; Choice of Venue; Severability; Waiver of Jury Trial.** Any issue, dispute or controversy between the parties including the negotiation, execution, performance, termination, interpretation and construction of the Agreement ("Dispute") is governed by the law of the People's Republic of China and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Any Dispute that cannot be commercially resolved by the parties shall be referred to and finally resolved by the Singapore International Arbitration Centre ("SIAC") pursuant to the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause and the parties hereby submit to the exclusive jurisdiction of the SIAC. Arbitration proceedings shall be conducted before a sole arbitrator to be mutually appointed by the parties. The venue of arbitration is Shanghai, China. The language to be used in the arbitration shall be English. Notwithstanding other provisions of this Agreement which may be interpreted to the contrary, the arbitrator(s) shall not have the authority to grant damages to Buyer that are disclaimed or limited under this Agreement. Nothing contained in the Agreement will be construed to limit or waive any WESCO's rights under federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

**17. 选择准据法；争端解决。**双方之间的任何问题、争议或争论，包括本协议的谈判、执行、履行、终止、解释和诠释（“争议”），均受中华人民共和国法律管辖，并明确排除《联合国国际货物销售合同公约》。任何不能由双方通过商业途径解决的争议应提交给新加坡国际仲裁中心（“SIAC”），并由其根据当时有效的SIAC仲裁规则最终解决，该等规则被视为通过引用纳入本条款，双方特此服从新加坡国际仲裁中心的专属管辖权。仲裁程序应由双方共同指定的独任仲裁员进行。仲裁地为上海。仲裁语言为英语。

尽管本协议其他条款可能会被解释为相反的意思，仲裁员无权向购买方授予本协议下其所放弃或限制的损失。本协议中不包含任何可被解释为限制或免除WESCO在适用的美国、联邦、州或地方法律中的权利的条款。本协议中任何被裁定为无效、非法、无法实施的部分，在其无效、非法、无法实施的程度上均属无效，但不会影响协议其他条款的有效性、合法性和可执行性。

**18. Binding Authority; Assignment.** Any individual signing or otherwise entering into this Agreement on behalf of Buyer hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on Buyer's behalf. Buyer may not assign this Agreement without WESCO's prior written consent.

**18. 有约束力的授权。**在本协议上签字签署本协议的购买方的任何的董事、管理人员、员工、代表或代理在此陈述和保证他或她已被适当地授权代表购买方签署和订立本协议。在没有获得WESCO的书面准许下，购买方不可自行转让该协议。

**19. Confidentiality.** The Buyer agrees not to disclose, divulge or reveal to any third party any information or documents obtained from WESCO during the execution and performance of this Agreement (including but not limited to, prices, business models, volumes, content, employee and customer data, business procedures and any other data, information or documents provided by WESCO) without the prior written approval of WESCO. The Buyer warrants that its shareholders, directors, officers, workers, employees, or any other representatives of the Buyer who have a need to know confidential information during the performance of this Agreement shall comply with the confidentiality obligations of this Agreement. In the event of termination or cancellation of this Agreement, the Buyer's confidentiality obligations shall continue for a period of two (2) years from the date of termination or cancellation.

19. **保密。**购买方同意，未经WESCO事先书面批准，不得向任何第三方披露、泄露或透露在签署和履行本协议期间从WESCO获得的任何信息或文件（包括但不限于WESCO提供的价格、业务模式、数量、内容、员工和客户的数据、商业程序以及任何其他数据、信息或文件）。购买方保证其在履行本协议期间有必要知晓保密信息的股东、董事、管理人员、员工、雇员或购买方的任何其他代表应遵守本协议的保密义务。在本协议终止或取消的情况下，购买方的保密义务应自终止或取消开始持续两（2）年。

**20. Anti-corruption.** WESCO and the Buyer shall at all times conduct their activities in accordance with all applicable laws relating to anti-bribery or anti-corruption, including but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 and all national, state, provincial, and territorial anti-bribery and anti-corruption statutes. Accordingly, WESCO and the Buyer shall not make any offer, payment or gift, promise to pay or give, or give or authorize the giving of (directly or indirectly), or promise to pay any money or anything of value, to any employee or agent of WESCO or the Buyer, any government official, any political party or official thereof, or any other person, knowing or having reason to know that all or part of the money or thing of value in question will be offered, given, or promised to be offered or given, in circumstances which may influence any decision or act so as to assist WESCO or the Buyer in obtaining any improper advantage or benefit.

20. **反腐败。**WESCO和购买方在任何时候均应根据与反贿赂或反腐败立法有关的所有适用法律开展活动，包括但不限于1977年美国《反海外腐败法》和所有国家、州、省、地区反贿赂和反腐败法规。因此，WESCO和购买方在知道或有理由知道相关金钱或有价物品的全部或部分将被提供、给予或承诺将被提供、给予的情况下，不得提供任何要约、付款或礼品，不得承诺向WESCO或购买方的任何员工或代理人、任何政府官员、任何政党或其官员或任何其他直接间接地支付或给予或授权支付或承诺支付任何金钱或任何有价物品，以影响任何决定或行为从而帮助WESCO或购买方获得任何不正当的好处或利益。

**21. Controlling language.** In the event of any discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

21. **语言。**如果本协议的英文版本规定和中文版本规定存在任何不一致，以英文版本规定为准。

[END]