

For all non-China based customers, please use this version of the Volex Standard Terms and Conditions of Sale.

VOLEX STANDARD TERMS AND CONDITIONS OF SALE

1. CONTRACT FORMATION; TERMS OF SALE.

These general Terms of Sale (“Terms of Sale”) are between Volex plc or any of its subsidiaries or trading divisions (“Seller” or “Volex”), and you, the buyer (“Buyer”), and apply to any purchases by Buyer of the goods or services (collectively, the “Goods”) described in these Terms of Sale and any Contract Documents. These Terms of Sale shall apply to all written quotes, acknowledgments, confirmations, and invoices sent by Seller to Buyer, and any purchase order document sent by Buyer to Seller, all of which shall be referred to collectively as the “Contract Documents” and shall therefore constitute a contract of sale (“Contract”). The Terms of Sale shall form part of any order placed by Buyer. Unless expressly stated in these Terms of Sale, any term or condition on any purchase order or other document submitted by Buyer shall be of no force or effect whatsoever and shall not constitute part of the Contract. In particular, acceptance by Seller of a purchase order shall not be deemed an acceptance of any conflicting or additional Terms of Sale. Unless stated otherwise in Seller’s quote, quoted prices are only effective for thirty (30) days, but they may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. If anything in these Terms or Sale, or in any statement or writing made by Seller in connection with these Terms of Sale, is construed as an expression of acceptance or confirmation of an offer made by Buyer, such acceptance/confirmation by Seller is hereby expressly made conditional on Buyer’s acceptance of these Terms of Sale, including all terms that are additional to or different from those offered by Buyer. If anything in these Terms or Sale, or in any statement or writing made by Seller in connection with these Terms of Sale, is construed as an offer or counteroffer to Buyer, such offer/counteroffer hereby expressly limits acceptance to the terms of the offer/counteroffer and these Terms of Sale. Buyer shall be deemed to have accepted the provisions of the Contract Documents, including these Terms of Sale, by manifesting such acceptance by any of the following: (a) signing and returning to Seller a copy of any of the Contract Documents; (b) sending to Seller a written acknowledgement of any of the Contract Documents; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of any of the Goods; (f) paying for any of the Goods; or (g) indicating in some other manner Buyer’s acceptance or confirmation of the Contract Documents. Seller may revoke its offer or counteroffer to sell the Goods

at any time prior to Buyer’s acceptance. Upon acceptance, Buyer agrees and commits to purchase the Goods strictly in accordance with the Contract Documents. The Contract Documents, including these Terms of Sale, supersede all other communications, negotiations and prior oral or written statements regarding subject matter hereof. Volex reserves the right to modify or update these Terms of Sale at any time without prior notice to the Buyer. Any purchase order placed by the Buyer shall be governed by the Terms of Sale in force at the time of the Buyer placing the purchase order.

None of Buyer’s different, inconsistent, or additional Terms of Sale submitted in acknowledging, confirming, or accepting the Contract Documents, in making offers or counteroffers, or in issuing purchase orders, releases, shipping instructions or other documents shall apply. SELLER HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF SELLER’S CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND SELLER’S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON BUYER’S ACCEPTANCE OF THESE TERMS OF SALE.

2. PRICES.

Quoted prices are on the face of Volex’s quotation (which shall not constitute an offer) and are exclusive of insurance, taxes, duties, tariffs, levies, shipping and additional packaging costs. All prices quoted are valid only if Buyer’s order is for the quantity and specification of Goods quoted and if the requested delivery date is within twelve (12) weeks following the date on which Buyer’s order is placed. Prices include standard Volex packaging; Volex may charge additional fees for any non-standard packaging requests by Buyer. With respect to any order for Goods that may be delivered or shipped over a period in excess of thirty (30) days, or with respect to any change and/or amendment orders, Volex reserves the right to increase prices quoted as a result of exchange rate fluctuations, or due to increases in the cost of Volex’s raw materials. If Buyer requests hub or inventory management, additional monthly fees for such services shall be payable by Buyer.

3. SHIPMENT

Unless otherwise agreed between Volex and the Buyer in writing and stated in the applicable purchase order, all shipments hereunder shall be Ex-Works Volex’s plant noted on the quote in accordance with Incoterms 2020 as published

by the International Chamber of Commerce. Volex shall ship all Goods using Volex's standard shipping practices and marked for shipment to the address specified by Buyer on the order. Buyer shall be deemed to have accepted the Goods on receipt. Volex's liability for delivery shall cease, and risk of loss of the Goods shall shift to Buyer upon delivery of the Goods to Volex's carrier at Volex's plant, the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Volex will not insure Goods unless requested by Buyer. All freight, insurance and other shipping expenses shall be paid by Buyer. Although Volex will make reasonable efforts to meet quoted or agreed upon shipment dates, such dates are considered to be approximate and time is not of the essence. Volex will notify Buyer of any delays in shipment and if such delay is expected by Volex to be greater than ten (10) days, Buyer's exclusive recourse and Volex's sole liability shall be for Buyer to cancel the affected order within three (3) business days of Volex's notice. In the event of a delay due to circumstances beyond the control of Volex, the right to cancel shall not apply, and the parties shall confer to determine the appropriate action.

4. FORECASTING.

Buyer may, at its election, provide Volex with a rolling six-month forecast for the Goods that the Buyer expects to order by part number. If no forecast has been provided, standard lead times for all Goods will apply. For forecasted volumes, Volex may be able to provide shorter lead times for the Goods ordered, provided such shorter lead times are confirmed in the applicable order. Buyer is liable to take delivery and pay for all orders issued against the forecast in accordance with the delivery schedule noted in the order. In addition, in the absence of an order or a specific call-off against an open order, Buyer accepts liability for all materials purchased by Volex (consistent with normal component lead times) in connection with a Buyer forecast ("Forecasted Raw Materials") and accordingly, Buyer shall be invoiced and pay for all Forecasted Raw Materials not consumed within 60 days of delivery to the relevant Volex site.

5. TAXES; DUTIES.

All prices are exclusive of all EU, domestic, federal, state, and local excise, sales, use and similar taxes, tariffs and/or duties. Such taxes, tariffs and/or duties shall be paid by Buyer, or in lieu thereof Buyer shall provide Volex with an exemption certificate acceptable to the applicable authorities. When applicable, such taxes, tariffs and/or duties will appear as separate additional items on the invoice unless Volex receives a valid exemption certificate from Buyer prior to shipment.

6. PAYMENT.

Volex's invoices are due and payable within thirty (30) days from the date of invoice, unless otherwise agreed between Volex and the Buyer in writing and stated in the applicable purchase order. Volex may submit invoices to Buyer by facsimile, e-mail or other electronic means. Unless prescribed otherwise by the law of England and Wales, no

withholding, set-off, or deductions by Buyer against the invoiced amount are permitted and Buyer hereby waives all such rights. If payment in full of any invoice is not made by or before the net due date, then, without limiting Volex's remedies hereunder, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Buyer shall also pay on demand any costs incurred by Volex (including reasonable attorneys' fees and legal expenses) in connection with the collection of any amounts due from Buyer to Volex which are not paid as agreed herein. If Buyer has invoices more than sixty (60) days' past due (i.e. not paid within sixty (60) days of the date of invoice), orders from Buyer will only be accepted on a cash order basis until credit is reestablished to Volex's satisfaction.

7. OWNERSHIP.

Volex retains all right, title and interest in and to all intellectual property rights in and to the Goods and all designs, engineering details, and other technology and information relating to the Goods. The Goods are offered for sale and are sold by Volex subject in every case to the condition that such sale does not convey any licence, expressly or by implication, to manufacture, duplicate or otherwise copy the Goods or create derivative works thereof. All rights not otherwise granted herein are reserved.

8. RETENTION OF TITLE TO GOODS.

Title to the Goods shall not pass to the Buyer until the earlier of: (a) Volex receives payment in full (in cash or cleared funds), in which case title to the Goods shall pass at the time of payment; or (b) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in this Clause 8 below. Until title to the Goods has passed to the Buyer, the Buyer shall (i) store the Goods separately so that they remain readily identifiable as Volex's property; (ii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (iii) notify Volex immediately if it becomes subject to any of the events listed in Clause 12(a) – 12(d). Subject to this Clause 8, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Volex receives payment for the Goods. However, if the Buyer resells the Goods before that time, title to the Goods shall pass from Volex to the Buyer immediately before the time at which resale by the Buyer occurs. At any time before title to the Goods passes to the Buyer, Volex may: (1) by notice in writing, terminate the Buyer's right to resell the Goods or use them in the ordinary course of its business; and (2) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

9. INSPECTION AND WARRANTY.

9.1. Volex warrants that for a period of twelve (12) months from shipment of the Goods (“Warranty Period”), that the Goods will be free from defects in workmanship as determined according to the workmanship standards expressly agreed upon by the parties in the Contract Documents, or in the event such standards have not been agreed upon, shall mean a standard of workmanship considered reasonable in accordance with industry standards. Volex makes no warranties, express or implied, as to the functionality of the Goods. Volex’s sole responsibility with respect to the Goods shall be to assemble the Goods in accordance with the Buyer’s specifications and the agreed upon assembly and material criteria. The Buyer is solely responsible for ensuring the functionality of the Goods, and shall be liable for all design defects and design related failures where such design is stipulated by the Buyer.

9.2. The Buyer shall inspect, examine, and test Goods within ten (10) days after receipt and before use or resale, and shall promptly provide Volex detailed written notice of any alleged nonconformity. The Buyer's use or resale of Goods shall be deemed acceptance as conforming to this Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. The Buyer shall be deemed to have accepted the Goods, and any right to cancel, reject, or claim damages shall expire, and the Buyer shall lose and waive any right to rely upon or claim nonconformity of the Goods, unless the Buyer's written and particularized claim is received by Volex (a) within ten (10) business days after receipt of Goods and for all claims other than those for latent defects, where defect would be apparent upon reasonable inspection or (b) within ninety (90) days after receipt of Goods for a latent defect.

Within thirty (30) days after receipt of written notice of claimed defective Goods, the Buyer shall make such Goods available without cost to Volex at a point designated by Volex (with failure to do so deemed acceptance and waiver of all claims for defect). If Volex determines a defect claim to be valid, Volex may, at its sole option and election, (a) replace any defective Goods; (b) repair any defective Goods; (c) give the Buyer a credit for the defective Goods; (d) accept return of any defective Goods and refund the purchase price therefor to the Buyer; or (e) pay to the Buyer the difference in value of conforming Goods as of the scheduled Contract delivery date and the value of the Goods actually delivered. The foregoing is the Buyer's exclusive remedy for any defective Goods hereunder.

9.3. Volex disclaims all warranty liability under this section 9 to the extent that a defect or failure of the Goods is caused by or arises out of: a) the fair wear and tear of Goods; b) the specific designs for the Goods as specified by the Buyer; c) defects in material or workmanship of components or raw materials provided by third party suppliers that Buyer requires Volex to use in the manufacture of the Goods (but not including defects that reasonably should have been identified by Volex in any testing or inspection procedures

agreed to in writing by the parties); d) misuse or improper use, abuse, improper installation, or unauthorised repair or alteration of the Goods; e) the Buyer's failure to follow Volex's oral or written instructions as to the storage, use and maintenance of the Goods; or f) the negligent acts or omissions of the Buyer.

9.4. Except as provided in the limited warranty above, the Goods are provided “as is” and without warranty, and Volex expressly disclaims all other warranties, representations and guarantees, whether express, implied or statutory, including without limitation any implied warranties of fitness for a particular purpose, noninfringement, and satisfactory quality. The Buyer shall pay Volex for all failed Goods that are not covered by the limited warranty described in this section, and all such failed goods shall either be returned to Buyer or disposed of at Buyer’s expense.

9.5 The Warranty Period shall be deemed to commence on the date of shipment of the Goods from the Volex site, and shall continue in full force and effect for a period of twelve (12) months. Such Warranty Period shall continue uninterrupted by any repair to such Goods (whether repaired by Volex or a third party agreed by Volex) or periods of non-use of the Goods by the Buyer. In the event that defective Goods are replaced by Volex, the Warranty Period shall recommence for such Goods on the date of shipment of the replacement Goods from the Volex site and shall continue for a period of twelve (12) months from such date, subject to the disclaimer of warranty liability in clause 9.3. In the event that part of the Goods (a “Component”) is defective, the Warranty Period shall recommence on the Component only, and not the entirety of the Goods.

10. LIMITATION OF LIABILITY.

10.1. Nothing in this Agreement or any Contract excludes or limits Volex’s liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot legally be excluded or limited.

10.2 Subject to Clause 10.1, in no event shall Volex be liable to Buyer or any third party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement or any Contract, for any (1) special, indirect, punitive, reliance, incidental, or consequential damages, or (2) interruption of business, or (3) loss of use, profits, sales, business, agreements or contracts, anticipated savings, or goodwill, in each case whether direct or indirect however caused even if Buyer has advised Volex of the possibility of the same.

10.3. Subject to Clause 10.1, and notwithstanding any other provisions in this Agreement or any Contract, the total liability of Volex however arising (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement or any Contract) shall, in respect of each Contract,

be limited to the lesser of: (i) 100% of the value of such Contract or (ii) 10% of the value of the prices paid by the Buyer to Volex in connection with this Agreement in a Contract Year (Contract Year being a consecutive period of 12 months starting on the date of the Agreement and renewing thereafter for each 12 month period) (the “Liability Cap”). The foregoing limitations shall apply regardless of whether Volex has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy.

11. COMPLIANCE WITH LAWS; EXPORT CONTROL SANCTIONS.

11.1 Each party shall, and shall procure that all persons associated with it or other persons who are supplying raw materials, designs, goods and/or performing services of any nature in connection with this agreement or any applicable purchase order and/or individual contract shall in the conduct of its business under this agreement, comply with all applicable laws, regulations, orders, industry practice guidelines and the like, including, without limitation, all relevant laws and regulations relating to antitrust, anti-social forces and anti-bribery (including the United States Foreign Corrupt Practices Act and UK Bribery Act 2010) and do not engage in any activity practice, or conduct which would constitute an offence under such laws or regulations.

11.2 All Goods sold pursuant to these Terms of Sale are subject to all applicable laws, regulations, orders, and other limitations on the export and re-export of commodities, technical data, and software. BUYER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES THAT APPLY TO ITS RESALE ACTIVITIES AND further agrees that it will not export, re-export, resell, or transfer any export-controlled commodity, technical data, or software: (i) in violation of such limitations imposed by the United States, or any other relevant government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (e.g., United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nations List, etc.); or, (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical, or biological weapons, or missile technology end-uses unless authorized by the United States Government and any other relevant government agency by regulation or specific license.

11.3. The Buyer warrants that it is not a person on a Sanctions List nor that it is owned or controlled by a person on a Sanctions List issued by the UK, EU, US or United Nations or any other governmental authority with jurisdiction over the parties or their business operations and

that they are not subject to any sanction, law or regulation or control or limitation on export or other trade embargo, nor that it is subject to any sanctions proceedings in any jurisdiction, and should that position change the Buyer will promptly notify Volex of the same.

12. TERMINATION.

Without limiting its other rights or remedies, Volex may terminate the contract between Volex and the Buyer governed by these Terms of Sale with immediate effect by giving written notice to the Buyer if: (a) the Buyer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so; (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy. Without limiting its other rights or remedies, Volex may suspend provision of the Goods under any contract between the Buyer and Volex if the Buyer becomes subject to any of the events listed in Clause 12(b) to Clause 12(d), or Volex reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under any contract between the Buyer and Volex on the due date for payment.

13. FORCE MAJEURE.

Volex shall not be responsible for any delay in performance or failure to perform under any order accepted by it when such delay or failure is due to causes beyond Volex's reasonable control, including without limitation, whether caused directly or indirectly, by fire, storm, flood, earthquake, explosion, accident, acts of God, war, rebellion, insurrection, riot, civil disturbance, sabotage, epidemic, pandemic, quarantine restrictions, government-imposed shutdowns, labour disputes and/or strikes, labour shortages, transportation embargoes, failures or delays by suppliers, inability to secure raw materials or to secure raw materials at a commercially reasonable price, local Government or agency thereof, and judicial action. In the event of production difficulties, Volex may reallocate production in its reasonable discretion.

14. GOVERNING LAW; VENUE.

This agreement is an international supply agreement and shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of laws

principles. The parties expressly disclaim the application of the United Nation Convention on Contracts for the International Sale of Goods. The parties consent to the exclusive jurisdiction of the courts of England and Wales and shall submit any and all disputes arising hereunder to the Courts of England and Wales.

15. ASSIGNMENT

Volex may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, assign or transfer any debts, or deal in any other manner with all or any of its rights or obligations under the contract between Volex and the Buyer.

16. NOTICE.

Any notice required or permitted to be given in writing will be prepaid, and may be personally served, sent by courier, or by first-class post. Any such notice will be deemed to have been given: (i) if personally given, or sent by courier, when delivered, or (ii) if mailed by first-class post, three (3) business days after the notice was sent. Volex's address for delivery of notices in the UK is: The Legal Department, Volex plc, Unit C1 Antura, Bond Close, Basingstoke, Hampshire, United Kingdom, RG24 8PZ. Communications with Volex subsidiaries should be directed to the attention of the General Manager of that entity's registered office address, with an email copy sent to legal@volex.com.

17. ENTIRE AGREEMENT.

Other than as specified herein, these Terms of Sale constitute the entire agreement between Volex and Buyer with respect to the subject matter hereof and expressly supersede all prior and contemporaneous communications, whether written or oral, and no representations or statements of any kind made by any representative of Volex that are not stated herein will be binding on Volex or have been relied on by the Buyer in entering into these Terms of

Sale or placing any order under them. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any power, right or privilege preclude any other or further exercise thereof, or any other right, power or privilege. If the parties have entered into a separate written agreement signed by a duly authorised representative of each party setting forth the Terms of Sale for the sale of Goods to Buyer by Volex, then the terms of such agreement shall prevail where there is any discrepancy.

18. THIRD PARTY RIGHTS.

These Terms of Sale do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

19. WAIVER.

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20. CONFIDENTIALITY.

All confidential information concerning the Goods, business, assets, affairs, customers, clients or suppliers of Volex supplied (in whatsoever form) by Volex to Buyer, the extent of the parties' negotiations (if any), the terms of these Terms of Sale, and the contents of all discussions between the parties will be held in confidence. Unless Volex agrees in writing, Buyer shall neither use such information for purposes other than carrying out the purchase of the Goods from Volex, nor disclose such information to any third parties (other than senior employees, directors or advisers of Buyer who need to know that information for the purposes of carrying out the purchase of the Goods).

For all China based customers, please use this En-CN version of the Volex Standard Terms and Conditions of Sale.

**VOLEX STANDARD TERMS AND
CONDITIONS OF SALE
Volex 标准销售条款和条件**

**21. CONTRACT FORMATION; TERMS OF SALE.
合同构成；销售条款**

These general Terms of Sale (“Terms of Sale”) are between Volex plc or any of its subsidiaries or trading divisions (“Seller” or “Volex”), and you, the buyer (“Buyer”), and apply to any purchases by Buyer of the goods or services (collectively, the “Goods”) described in these Terms of Sale and any Contract Documents. These Terms of Sale shall apply to all written quotes, acknowledgments, confirmations, and invoices sent by Seller to Buyer, and any purchase order document sent by Buyer to Seller, all of which shall be referred to collectively as the “Contract Documents” and shall therefore constitute a contract of sale (“Contract”). The Terms of Sale shall form part of any order placed by Buyer. Unless expressly stated in these Terms of Sale, any term or condition on any purchase order or other document submitted by Buyer shall be of no force or effect whatsoever and shall not constitute part of the Contract. In particular, acceptance by Seller of a purchase order shall not be deemed an acceptance of any conflicting or additional Terms of Sale. Unless stated otherwise in Seller’s quote, quoted prices are only effective for thirty (30) days, but they may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. If anything in these Terms or Sale, or in any statement or writing made by Seller in connection with these Terms of Sale, is construed as an expression of acceptance or confirmation of an offer made by Buyer, such acceptance/confirmation by Seller is hereby expressly made conditional on Buyer’s acceptance of these Terms of Sale, including all terms that are additional to or different from those offered by Buyer. If anything in these Terms or Sale, or in any statement or writing made by Seller in connection with these Terms of Sale, is construed as an offer or counteroffer to Buyer, such offer/counteroffer hereby expressly limits acceptance to the terms of the offer/counteroffer and these Terms of Sale. Buyer shall be deemed to have accepted the provisions of the Contract Documents, including these Terms of Sale, by manifesting such acceptance by any of the following: (a) signing and returning to Seller a copy of any of the Contract Documents; (b) sending to Seller a written acknowledgement of any of the Contract Documents; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of any of the Goods; (f) paying for any of the Goods; or (g) indicating in some other manner Buyer’s acceptance or confirmation of the Contract

Documents. Seller may revoke its offer or counteroffer to sell the Goods at any time prior to Buyer’s acceptance. Upon acceptance, Buyer agrees and commits to purchase the Goods strictly in accordance with the Contract Documents. The Contract Documents, including these Terms of Sale, supersede all other communications, negotiations and prior oral or written statements regarding subject matter hereof. 本一般销售条款（以下简称“销售条款”）由 Volex plc 或其任何子公司或贸易部门（以下简称“卖方”）与您，买方（以下简称“买方”）订立，并适用于买方对本销售条款及任何合同文件中所述的货物或服务（统称为“货物”）的任何采购。本销售条款适用于卖方向买方发送的所有书面报价、确认、确认函及发票，以及买方向卖方发送的任何订单文件，所有文件统称为“合同文件”，并因此构成一份销售合同（以下简称“合同”）。销售条款构成买方所下任何订单的组成部分。除非在这些销售条款中明确规定，买方提交的任何采购订单或其他文件上的任何条款或条件均不具有任何效力，也不构成合同的一部分。特别是，卖方接受采购订单不应被视为对任何冲突或额外销售条款的接受。除非卖方报价中另有说明，报价仅在三十（30）天内有效，但由于材料或资源短缺、制造成本增加或其他因素，价格可能会发生变化。如果这些销售条款中的任何内容，或卖方就这些销售条款作出的任何声明或书面文件被解释为对买方要约的接受或确认，则卖方在此明确表示，该接受/确认以买方接受这些销售条款为条件，包括所有与买方提供的条款相比额外或不同的条款。如果这些销售条款中的任何内容，或卖方就这些销售条款作出的任何声明或书面文件被解释为向买方提出要约或反要约，则该要约/反要约在此明确表示，接受仅限于该要约/反要约及这些销售条款的条款。买方应被视为已通过以下任何方式表示接受而接受合同文件（包括这些销售条款）的条款：（a）签署并向卖方返还任何合同文件的副本；（b）向卖方发送对任何合同文件的书面确认；（c）在收到合同文件后向卖方下达采购订单或就货物的制造、分类或交付发出指示；（d）在收到合同文件后十（10）天内未取消待处理的采购订单；（e）接受任何货物的交付；（f）支付任何货物的款项；或（g）以其他方式表明买方对合同文件的接受或确认。在买方接受之前，卖方可随时撤销其出售货物的要约或反要约。接受后，买方同意并承诺严格按照合同文件购买货物。合同文件（包括这些销售条款）取代所有其他关于本标的物的通信、谈判和先前口头或书面陈述。

Volex reserves the right to modify or update these Terms of Sale at any time without prior notice to the Buyer. Any

purchase order placed by the Buyer shall be governed by the Terms of Sale in force at the time of the Buyer placing the purchase order.

Volex 保留随时修改或更新这些销售条款的权利，无需事先通知买方。买方下达的任何采购订单均应受买方下达采购订单时有效的本销售条款约束。

None of Buyer's different, inconsistent, or additional Terms of Sale submitted in acknowledging, confirming, or accepting the Contract Documents, in making offers or counteroffers, or in issuing purchase orders, releases, shipping instructions or other documents shall apply. SELLER HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF SELLER'S CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND SELLER'S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS OF SALE. In the event of any inconsistency or conflict between the English language and Chinese language versions of these Terms of Sale, the English language version shall prevail.

买方在确认、认可或接受合同文件、提出要约或反要约、或发出采购订单、放行单、装运指示或其他文件时提交的任何不同、不一致或额外的销售条款均不适用。卖方在此反对并拒绝接受任何与卖方合同文件条款不一致或超出其条款范围的采购订单或其他文件的条款（此类不一致或额外条款在此被排除在合同之外），且卖方的要约和义务明确以买方接受这些销售条款为条件。本销售条款的中英文版本如有任何不一致或冲突，应以英文版本为准。

22. PRICES.价格

Quoted prices are on the face of Volex's quotation (which shall not constitute an offer) and are exclusive of insurance, taxes, duties, tariffs, levies, shipping and additional packaging costs. All prices quoted are valid only if Buyer's order is for the quantity and specification of Goods quoted and if the requested delivery date is within twelve (12) weeks following the date on which Buyer's order is placed. Prices include standard Volex packaging; Volex may charge additional fees for any non-standard packaging requests by Buyer. With respect to any order for Goods that may be delivered or shipped over a period in excess of thirty (30) days, or with respect to any change and/or amendment orders, Volex reserves the right to increase prices quoted as a result of exchange rate fluctuations, or due to increases in the cost of Volex's raw materials. If Buyer requests hub or inventory management, additional monthly fees for such services shall be payable by Buyer.

报价以 Volex 报价单上所载为准（该报价单不构成要约），且不含保险费、税费、关税、征税、运费及额外包装费用。所有报价仅在买方订单所订购货物的数量和规格与报价一致，且要求的交货日期在买方下订单之日

起十二（12）周内的情况下有效。价格包含 Volex 标准包装；对于买方提出的任何非标准包装要求，Volex 可收取额外费用。对于任何交货或装运期限超过三十（30）天的货物订单，或任何变更和/或修改订单，Volex 保留因汇率波动或 Volex 原材料成本上涨而提高报价的权利。若买方要求集货中心服务或库存管理，买方应支付此类服务的额外月度费用。

23. SHIPMENT 装运

Unless otherwise agreed between Volex and the Buyer in writing and stated in the applicable purchase order, all shipments hereunder shall be Ex-Works Volex's plant noted on the quote in accordance with Incoterms 2020 as published by the International Chamber of Commerce. Volex shall ship all Goods using Volex's standard shipping practices and marked for shipment to the address specified by Buyer on the order. Buyer shall be deemed to have accepted the Goods on receipt. Volex's liability for delivery shall cease, and risk of loss of the Goods shall shift to Buyer upon delivery of the Goods to Volex's carrier at Volex's plant, the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Volex will not insure Goods unless requested by Buyer. All freight, insurance and other shipping expenses shall be paid by Buyer. Although Volex will make reasonable efforts to meet quoted or agreed upon shipment dates, such dates are considered to be approximate and time is not of the essence. Volex will notify Buyer of any delays in shipment and if such delay is expected by Volex to be greater than ten (10) days, Buyer's exclusive recourse and Volex's sole liability shall be for Buyer to cancel the affected order within three (3) business days of Volex's notice. In the event of a delay due to circumstances beyond the control of Volex, the right to cancel shall not apply, and the parties shall confer to determine the appropriate action.

根据国际商会发布的《2020年国际贸易术语解释通则》，本合同项下的所有货物交付均为 Volex 报价单上注明的工厂交货（Ex-Works）。Volex 应按照其标准装运惯例装运所有货物，并按买方订单上指定的地址发货。买方在收到货物时即视为已接受货物。在 Volex 工厂将货物交付给承运人（即买方代理）后，Volex 的交货责任即告终止，货物损失风险即转移至买方。所有损害赔偿索赔必须向承运人提出。除非买方要求，否则 Volex 不对货物投保。所有运费、保险费及其他运输费用均由买方承担。尽管 Volex 将尽合理努力满足报价或约定的装运日期，但该等日期仅视为大约日期，时间并不是至关重要的。Volex 将通知买方任何装运延误；若 Volex 预计该延误将超过十（10）天，买方唯一的救济措施和 Volex 的唯一责任为买方在收到 Volex 通知后三（3）个工作日内取消受影响的订单。若因 Volex 无法控制的情况导致延误，则取消订单的权利不适用，双方应协商确定适当措施。

24. FORECASTING.预测

Buyer may, at its election, provide Volex with a rolling six-month forecast for the Goods that the Buyer expects to order

by part number. If no forecast has been provided, standard lead times for all Goods will apply. For forecasted volumes, Volex may be able to provide shorter lead times for the Goods ordered, provided such shorter lead times are confirmed in the applicable order. Buyer is liable to take delivery and pay for all orders issued against the forecast in accordance with the delivery schedule noted in the order. In addition, in the absence of an order or a specific call-off against an open order, Buyer accepts liability for all materials purchased by Volex (consistent with normal component lead times) in connection with a Buyer forecast ("Forecasted Raw Materials") and accordingly, Buyer shall be invoiced and pay for all Forecasted Raw Materials not consumed within 60 days of delivery to the relevant Volex site.

买方可自行选择向 Volex 提供买方预计按零件号订购的货物的六个月滚动预测。如未提供预测, 则适用所有货物的标准交付周期。对于预测数量, Volex 可为订购货物提供更短的交货期, 前提是该等更短交货期已在适用订单中确认。买方有责任按照订单中所载交货时间表接收并支付所有根据预测下达的订单。此外, 若无订单或针对未结订单未发出具体提货通知的情况下, 买方同意对 Volex 为买方预测而采购的所有材料(与正常元器件交货期一致)("预测原材料")承担责任, 因此, 对于交付至相关 Volex 工厂后 60 天内未耗用的所有预测原材料, 买方应被开具发票并支付款项。

25. TAXES; DUTIES. 税费; 关税

All prices are exclusive of all EU, domestic, federal, state, and local excise, sales, use and similar taxes, tariffs and/or duties. Such taxes, tariffs and/or duties shall be paid by Buyer, or in lieu thereof Buyer shall provide Volex with an exemption certificate acceptable to the applicable authorities. When applicable, such taxes, tariffs and/or duties will appear as separate additional items on the invoice unless Volex receives a valid exemption certificate from Buyer prior to shipment.

所有价格均不含所有欧盟、国内、联邦、州及地方消费税、销售税、使用税及类似税费、关税和/或进口税。该等税费、关税和/或进口税应由买方支付, 或买方应向 Volex 提供经有关主管部门认可的免税证明。在适用情况下, 除非 Volex 在装运前收到买方提供的有效免税证明, 否则该等税费、关税和/或进口税将作为单独附加项目列示于发票上。

26. PAYMENT. 付款

Volex's invoices are due and payable within thirty (30) days from the date of invoice, unless otherwise agreed between Volex and the Buyer in writing and stated in the applicable purchase order. Volex may submit invoices to Buyer by facsimile, e-mail or other electronic means. Unless prescribed otherwise by the law of People's Republic of China, no withholding, set-off, or deductions by Buyer against the invoiced amount are permitted and Buyer hereby waives all such rights. If payment in full of any invoice is not made by or before the net due date, then, without limiting Volex's remedies hereunder, the Buyer shall pay interest on

the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6 will accrue LPR of China base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Buyer shall also pay on demand any costs incurred by Volex (including reasonable attorneys' fees and legal expenses) in connection with the collection of any amounts due from Buyer to Volex which are not paid as agreed herein. If Buyer has invoices more than sixty (60) days' past due (i.e. not paid within sixty (60) days of the date of invoice), orders from Buyer will only be accepted on a cash order basis until credit is re-established to Volex's satisfaction.

除非 Volex 与买方另行书面约定并在适用采购订单中载明, Volex 的发票应在发票日期起三十(30)天内到期并支付。Volex 可通过传真、电子邮件或其他电子方式向买方提交发票。除非中华人民共和国法律另有规定, 买方不得对发票金额进行任何扣留、抵销或扣减, 买方在此放弃所有该等权利。若任何发票的全额款项未在到期日之前或当日支付, 则在不影响 Volex 在本合同项下救济措施的前提下, 买方应自到期日起至逾期款项支付之日止(无论判决前后)就逾期款项支付利息。本条第6款项下的利息按将中国不时公布的 LPR 基准利率计算, 但在该基准利率低于 0%的任何期间, 按 4%的年利率计算。买方还应按 Volex 要求支付 Volex 因催收买方根据本合同约定应付未付 Volex 的任何款项而产生的任何费用(包括合理的律师费及法律费用)。若买方有逾期超过六十(60)天的发票(即未在发票日期起六十(60)天内支付), 则买方的订单仅在现金订单基础上被接受, 直至信用按 Volex 满意的方式重新建立。

27. OWNERSHIP. 所有权

Volex retains all right, title and interest in and to all intellectual property rights in and to the Goods and all designs, engineering details, and other technology and information relating to the Goods. The Goods are offered for sale and are sold by Volex subject in every case to the condition that such sale does not convey any licence, expressly or by implication, to manufacture, duplicate or otherwise copy the Goods or create derivative works thereof. All rights not otherwise granted herein are reserved.

Volex 保留对货物以及所有与货物相关的设计、工程细节及其他技术和信息所涉全部知识产权的所有权利、所有权和权益。在任何情况下, Volex 出售的货物均不得以明示或暗示的方式授予任何制造、复制或以其他方式复制货物或创造其衍生作品的许可。本合同中未授予的所有权利均予以保留。

28. RETENTION OF TITLE TO GOODS. 货物所有权的保留

Title to the Goods shall not pass to the Buyer until the earlier of: (a) Volex receives payment in full (in cash or cleared funds), in which case title to the Goods shall pass at the time of payment; or (b) the Buyer resells the Goods, in

which case title to the Goods shall pass to the Buyer at the time specified in this Clause 8 below. Until title to the Goods has passed to the Buyer, the Buyer shall (i) store the Goods separately so that they remain readily identifiable as Volex's property; (ii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (iii) notify Volex immediately if it becomes subject to any of the events listed in Clause 12(a) – 12(d). Subject to this Clause 8, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Volex receives payment for the Goods. However, if the Buyer resells the Goods before that time, title to the Goods shall pass from Volex to the Buyer immediately before the time at which resale by the Buyer occurs. At any time before title to the Goods passes to the Buyer, Volex may: (1) by notice in writing, terminate the Buyer's right to resell the Goods or use them in the ordinary course of its business; and (2) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

货物的所有权应在以下较早日期之前转移给买方：(a) Volex 收到全额付款（现金或清算资金），在这种情况下，货物的所有权应在付款时转移；或 (b) 买方转售货物，在这种情况下，货物的所有权应在下文第 8 条规定的时间转移给买方。在货物的所有权转移给买方之前，买方应：(i) 单独存放货物，使其始终易于识别为 Volex 的财产；(ii) 将货物保持在令人满意的状态，并自交付之日起按全额对货物投保；及 (iii) 如果发生第 12(a) - 12(d)条所列的任何事件，应立即通知 Volex。根据本第 8 条的规定，在 Volex 收到货款前，买方可在其正常业务过程中转售或使用货物（但不得以其他方式）。但是，如买方在此之前转售货物，则货物的所有权应在买方转售发生之前立即从 Volex 转移给买方。在货物的所有权转移至买方之前，Volex 可：(1)以书面形式通知终止买方转售货物或在其正常业务过程中使用货物的权利；及(2)要求买方交付其占有的所有尚未转售或不可撤销地并入其他产品的货物，如如果买方未能及时这样做，Volex 可进入买方或任何第三方的存放货物的场所取回货物。

29. INSPECTION AND WARRANTY. 检验和保证

9.1. Volex warrants that for a period of twelve (12) months from shipment of the Goods (“Warranty Period”), that the Goods will be free from defects in workmanship as determined according to the workmanship standards expressly agreed upon by the parties in the Contract Documents, or in the event such standards have not been agreed upon, shall mean a standard of workmanship considered reasonable in accordance with industry standards. Volex makes no warranties, express or implied, as to the functionality of the Goods. Volex’s sole responsibility with respect to the Goods shall be to assemble the Goods in accordance with the Buyer’s specifications and

the agreed upon assembly and material criteria. The Buyer is solely responsible for ensuring the functionality of the Goods, and shall be liable for all design defects and design related failures where such design is stipulated by the Buyer. Volex 保证，自出货之日起十二(12)个月内（“保修期”）内，货物不存在根据双方在合同文件中明确约定的工艺标准确定的工艺缺陷，或如未就该工艺标准达成一致，则指根据行业标准确定的合理工艺标准。Volex 对货物的功能不作任何明示或暗示的保证。Volex 对货物的全部责任应为根据买方的规格和商定的装配和材料标准组装货物。买方对确保货物的功能负全部责任，并应对买方指定的所有设计缺陷和与设计相关的故障负责。

9.2. The Buyer shall inspect, examine, and test Goods within ten (10) days after receipt and before use or resale, and shall promptly provide Volex detailed written notice of any alleged nonconformity. The Buyer's use or resale of Goods shall be deemed acceptance as conforming to this Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. The Buyer shall be deemed to have accepted the Goods, and any right to cancel, reject, or claim damages shall expire, and the Buyer shall lose and waive any right to rely upon or claim nonconformity of the Goods, unless the Buyer's written and particularized claim is received by Volex (a) within ten (10) business days after receipt of Goods and for all claims other than those for latent defects, where defect would be apparent upon reasonable inspection or (b) within ninety (90) days after receipt of Goods for a latent defect.

Within thirty (30) days after receipt of written notice of claimed defective Goods, the Buyer shall make such Goods available without cost to Volex at a point designated by Volex (with failure to do so deemed acceptance and waiver of all claims for defect). If Volex determines a defect claim to be valid, Volex may, at its sole option and election, (a) replace any defective Goods; (b) repair any defective Goods; (c) give the Buyer a credit for the defective Goods; (d) accept return of any defective Goods and refund the purchase price therefor to the Buyer; or (e) pay to the Buyer the difference in value of conforming Goods as of the scheduled Contract delivery date and the value of the Goods actually delivered. The foregoing is the Buyer's exclusive remedy for any defective Goods hereunder.

买方应在收到货物后十（10）日内，在使用或转售之前对货物进行检查、检验和测试，并应立即向 Volex 提供任何声称不合格的详细书面通知。买方对货物的使用或转售应被视为符合本合同的验收要求。除非以书面形式提出，否则任何种类、性质或描述的所有索赔均被禁止和放弃。买方应被视为已接受货物，任何取消、拒绝或索赔的权利均应失效，买方应丧失并放弃依赖或索赔货物不符合的任何权利，除非 Volex 在以下时间内收到买方的详细书面索赔：(a) 对于除潜在缺陷外的所有索赔，在收到货物后十（10）个工作日内，该等缺陷经合理检验即可发现；或 (b) 对于潜在缺陷，在收到货物后九十（90）天内。

在收到声称货物存在缺陷的书面通知后三十（30）天内，买方应在 Volex 指定的地点免费向 Volex 提供此类货物（未这样做视为接受和放弃所有缺陷索赔）。如果 Volex 确定缺陷索赔要求成立，Volex 可自行选择：(a) 更换任何有缺陷的货物；(b) 修复任何有缺陷的货物；(c) 就缺陷货物给予买方信贷；(d) 接受任何有缺陷货物的退货，并向买方退还货款；或 (e) 向买方支付自合同规定交货日起合格货物的价值与实际交付货物价值的差额。上述规定为买方在本合同项下针对任何缺陷货物的唯一救济措施。

9.3. Volex disclaims all warranty liability under this section 9 to the extent that a defect or failure of the Goods is caused by or arises out of: a) the fair wear and tear of Goods; b) the specific designs for the Goods as specified by the Buyer; c) defects in material or workmanship of components or raw materials provided by third party suppliers that Buyer requires Volex to use in the manufacture of the Goods (but not including defects that reasonably should have been identified by Volex in any testing or inspection procedures agreed to in writing by the parties); d) misuse or improper use, abuse, improper installation, or unauthorised repair or alteration of the Goods; e) the Buyer's failure to follow Volex's oral or written instructions as to the storage, use and maintenance of the Goods; or f) the negligent acts or omissions of the Buyer.

如果货物的缺陷或故障由以下原因造成或产生，则 Volex 根据本条第 9 款免除所有保证责任：a) 货物的正常磨损；b) 买方指定的货物特定设计；c) 买方要求 Volex 在制造货物时使用的第三方供应商提供的元器件或原材料的材料或工艺缺陷（但不包括 Volex 在双方书面约定的任何测试或检验程序中合理发现的缺陷）；d) 货物的误用、不当使用、滥用、不当安装或未经授权的修理或改动；e) 买方未遵循 Volex 关于货物储存、使用和维护的口头或书面指示；或 f) 买方的过失行为或不作为。

9.4. Except as provided in the limited warranty above, the Goods are provided "as is" and without warranty, and Volex expressly disclaims all other warranties, representations and guarantees, whether express, implied or statutory, including without limitation any implied warranties of fitness for a particular purpose, noninfringement, and satisfactory quality. The Buyer shall pay Volex for all failed Goods that are not covered by the limited warranty described in this section, and all such failed goods shall either be returned to Buyer or disposed of at Buyer's expense.

除上述有限保证规定外，货物按"现状"提供且无任何担保，Volex 明确否认所有其他保证、陈述和担保，无论是明示、默示或法定的，包括但不限于任何适销性、特定用途适用性、不侵权及满意质量的默示保证。对于本条规定有限保证范围之外的任何故障货物，买方应向 Volex 支付款项，且所有该等故障货物应退还买方或由买方承担费用予以处置。

9.5 The Warranty Period shall be deemed to commence on the date of shipment of the Goods from the Volex site, and shall continue in full force and effect for a period of twelve (12) months. Such Warranty Period shall continue uninterrupted by any repair to such Goods (whether repaired by Volex or a third party agreed by Volex) or periods of non-use of the Goods by the Buyer. In the event that defective Goods are replaced by Volex, the Warranty Period shall recommence for such Goods on the date of shipment of the replacement Goods from the Volex site and shall continue for a period of twelve (12) months from such date, subject to the disclaimer of warranty liability in clause 9.3. In the event that part of the Goods (a "Component") is defective, the Warranty Period shall recommence on the Component only, and not the entirety of the Goods.

保修期应自货物从 Volex 现场出货之日起算，并在十二（12）个月内持续完全有效。该保修期应持续，不因对该货物的任何维修（无论是由 Volex 或 Volex 同意的第三方维修）或买方不使用货物的期间而中断。如果缺陷货物被 Volex 替换，则该等货物的保修期应自替换货物从 Volex 现场发运之日起重新起算，并自发运之日起持续十二（12）个月，但第 9.3 条中免除保证责任的规定除外。如果部分货物（“部件”）存在缺陷，则保修期仅对部件重新起算，而不是对全部货物重新起算。

30. LIMITATION OF LIABILITY. 责任限制

10.1. Nothing in this Agreement or any Contract excludes or limits Volex's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot legally be excluded or limited.

本协议或任何合同中的任何内容均不排除或限制 Volex 对以下事项的责任：(a) 因其过失造成的死亡或人身伤害；(b) 欺诈或欺诈性虚假陈述；或 (c) 任何依法不能排除或限制的其他责任。

10.2 Subject to Clause 10.1, in no event shall Volex be liable to Buyer or any third party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement or any Contract, for any (1) special, indirect, punitive, reliance, incidental, or consequential damages, or (2) interruption of business, or (3) loss of use, profits, sales, business, agreements or contracts, anticipated savings, or goodwill, in each case whether direct or indirect however caused even if Buyer has advised Volex of the possibility of the same.

在遵守第 10.1 条的前提下，Volex 在任何情况下均不对买方或任何第三方承担任何责任，无论是基于合同、侵权（包括过失或违反法定义务）、虚假陈述或其他与本协议或任何合同相关的原因，包括任何（1）特殊的、间接的、惩罚性的、依赖性的、附带的或后果性的损害，或（2）业务中断，或（3）使用、利润、销售、业务、协议或合同、预期节省或商誉的损失，在每种情况下无论是直接或间接造成的，即使买方已告知 Volex 该等损害的可能性。

10.3. Subject to Clause 10.1, and notwithstanding any other provisions in this Agreement or any Contract, the total liability of Volex however arising (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement or any Contract) shall, in respect of each Contract, be limited to the lesser of: (i) 100% of the value of such Contract or (ii) 10% of the value of the prices paid by the Buyer to Volex in connection with this Agreement in a Contract Year (Contract Year being a consecutive period of 12 months starting on the date of the Agreement and renewing thereafter for each 12 month period) (the "Liability Cap"). The foregoing limitations shall apply regardless of whether Volex has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy.

在遵守第10.1条的前提下，且尽管本协议或任何合同中有任何其他规定，Volex的总责任无论如何产生（无论是基于合同、侵权（包括过失或违反法定义务）、虚假陈述或其他与本协议或任何合同相关的原因），就每份合同而言，应限于以下两者中的较小者：（i）该合同价值的100%，或（ii）买方在本协议合同年度内向Volex支付的价格价值的10%（合同年度指自本协议日期起连续的12个月期间，此后每12个月续期一次）（“责任上限”）。上述限制无论Volex是否已被告知该等损害的可能性均适用，且尽管任何有限救济的根本目的未能实现亦适用。

31. COMPLIANCE WITH LAWS; EXPORT CONTROL SANCTIONS. 遵守法律；出口管制制裁

11.1 Each party shall, and shall procure that all persons associated with it or other persons who are supplying raw materials, designs, goods and/or performing services of any nature in connection with this agreement or any applicable purchase order and/or individual contract shall in the conduct of its business under this agreement, comply with all applicable laws, regulations, orders, industry practice guidelines and the like, including, without limitation, all relevant laws and regulations relating to antitrust, anti-social forces and anti-bribery (including the United States Foreign Corrupt Practices Act and UK Bribery Act 2010) and do not engage in any activity practice, or conduct which would constitute an offence under such laws or regulations.

各方在根据本协议开展业务时，每一方应遵守，并确保其关联的所有人员或其他提供与本协议或任何适用的订单和/或单独合同有关的原材料、设计、货物和/或提供任何性质的服务的人员应遵守所有适用的法律、法规、命令、行业惯例指南等，包括但不限于与反垄断、反社会力量和反贿赂有关的所有法律和法规（包括美国《反海外腐败法》和英国《2010年反贿赂法》），并且不得参与任何根据该等法律或法规可能构成犯罪的活动、实践或行为。

11.2 All Goods sold pursuant to these Terms of Sale are subject to all applicable laws, regulations, orders, and other limitations on the export and re-export of commodities, technical data, and software. BUYER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES THAT APPLY TO ITS RESALE ACTIVITIES AND further agrees that it will not export, re-export, resell, or transfer any export-controlled commodity, technical data, or software: (i) in violation of such limitations imposed by the United States, or any other relevant government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (e.g., United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nations List, etc.); or, (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical, or biological weapons, or missile technology end-uses unless authorized by the United States Government and any other relevant government agency by regulation or specific license.

根据本销售条款出售的所有货物均受所有适用的法律、法规、命令和其他关于货物、技术数据和软件的出口和再出口的限制的约束。买方应自行负责遵守所有适用于其销售活动的出口和再出口管制规定，并进一步同意其将不会出口、再出口、转售或转让任何出口管制的货物、技术数据或软件：（i）违反美国或任何其他相关政府当局规定的此类限制；（ii）在未事先获得所有必要许可或其他批准的情况下，向出口时需要出口许可或其他政府批准的任何国家出口；（iii）向美国或任何其他相关国家当局禁止贸易的任何国家或国民或居民出口；（iv）出口到任何相关政府机关受限制方名单上的任何个人或公司，（例如联合国制裁名单、美国拒绝入境名单、外国资产管制办公室特别指定国家名单等）；或（v）用于或提供给可能用于任何敏感的核、化学或生物武器或导弹技术最终用途的实体，但经美国政府和任何其他相关政府机关通过法规或特别许可授权的除外。

11.3. The Buyer warrants that it is not a person on a Sanctions List nor that it is owned or controlled by a person on a Sanctions List issued by the UK, EU, US or United Nations or any other governmental authority with jurisdiction over the parties or their business operations and that they are not subject to any sanction, law or regulation or control or limitation on export or other trade embargo, nor that it is subject to any sanctions proceedings in any jurisdiction, and should that position change the Buyer will promptly notify Volex of the same.

买方保证其不是制裁名单上的人士，也不被由英国、欧盟、美国或联合国或对各方或其业务有管辖权的任何其他政府机关发布的制裁名单上的人士拥有或控制，并且

不受任何制裁、法律、法规、管制、出口限制或其他贸易禁运的约束，也不受任何司法管辖地区的任何制裁程序的约束，且如情况发生变化，买方将立即通知 Volex。

32. TERMINATION. 终止

Without limiting its other rights or remedies, Volex may terminate the contract between Volex and the Buyer governed by these Terms of Sale with immediate effect by giving written notice to the Buyer if: (a) the Buyer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so; (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy. Without limiting its other rights or remedies, Volex may suspend provision of the Goods under any contract between the Buyer and Volex if the Buyer becomes subject to any of the events listed in Clause 12(b) to Clause 12(d), or Volex reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under any contract between the Buyer and Volex on the due date for payment.

在不限 Volex 其他权利或救济措施的前提下，若发生以下情形，Volex 可通过向买方发出书面通知立即终止受这些销售条款约束的 Volex 与买方之间的合同：

(a) 买方严重违反合同的任何条款，且（若该违约可补救）在收到书面通知后 20 天内未能补救该违约；

(b) 买方采取任何与其进入管理程序、临时清算或与债权人达成任何和解或安排（与有偿债能力的重组有关的除外）、获得延期偿付、被清盘（无论是自愿还是法院命令，但与有偿债能力的重组有关的除外）、为其任何资产指定接管人或停止营业有关的步骤或行动，若该步骤或行动在另一司法管辖区采取，则指与相关司法管辖区任何类似程序有关的步骤或行动； (c) 买方中止、威胁中止、停止或威胁停止其全部或实质性部分业务的经营；或 (d) 买方的财务状况恶化至合理证明其履行合同条款的能力处于危险境地的程度。

在不限其其他权利或救济措施的前提下，若买方发生第 12(b)条至第 12(d)条所列的任何事件，或 Volex 合理认为买方即将发生任何该等事件，或买方未能在买方与 Volex 之间的任何合同项下到期应付日期支付任何到期款项，Volex 可中止提供买方与 Volex 之间的任何合同项下的货物。

33. FORCE MAJEURE. 不可抗力

Volex shall not be responsible for any delay in performance or failure to perform under any order accepted by it when such delay or failure is due to causes beyond Volex's reasonable control, including without limitation, whether caused directly or indirectly, by fire, storm, flood, earthquake, explosion, accident, acts of God, war, rebellion, insurrection, riot, civil disturbance, sabotage, epidemic, pandemic, quarantine restrictions, government-imposed shutdowns, labour disputes and/or strikes, labour shortages, transportation embargoes, failures or delays by suppliers, inability to secure raw materials or to secure raw materials at a commercially reasonable price, local Government or agency thereof, and judicial action. In the event of production difficulties, Volex may reallocate production in its reasonable discretion.

如果因超出 Volex 合理控制范围的原因，包括但不限于：火灾、风暴、洪水、地震、爆炸、事故、天灾、战争、叛乱、暴动、内乱、蓄意破坏、流行病或传染病、检疫限制、政府强制停工、劳资纠纷和/或罢工、劳动力短缺、运输禁运、供应商的违约或延误、无法获得原材料或无法以合理的商业价格获得原材料、当地政府或机构、以及司法行为直接或间接而导致 Volex 接受的任何订单延迟履行或未能履行，Volex 对此不承担责任。如果出现生产困难，Volex 可合理酌情重新分配生产。

34. GOVERNING LAW; VENUE. 法律适用；管辖

This agreement is an international supply agreement and shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflicts of laws principles. The parties expressly disclaim the application of the United Nation Convention on Contracts for the International Sale of Goods. The parties consent to the exclusive jurisdiction of the courts of People's Republic of China and shall submit any and all disputes arising hereunder to the Courts of where Volex is located.

本协议为国际供应协议，应受中华人民共和国法律管辖并依其解释，但不包括其冲突法原则。双方明确排除《联合国国际货物销售合同公约》的适用。双方同意接受中华人民共和国法院的专属管辖，并将由此产生的任何及所有争议提交至 Volex 所在地的人民法院。

35. ASSIGNMENT 转让

Volex may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, assign or transfer any debts, or deal in any other manner with all or any of its rights or obligations under the contract between Volex and the Buyer.

Volex 可以在任何时候转让、转移、抵押、担保、分包、委托、宣告信托、债务转让或转移，或以其他方式处理其与买方之间合同项下的所有或任何权利或义务。

36. NOTICE. 通知

Any notice required or permitted to be given in writing will be prepaid, and may be personally served, sent by courier, or by first-class post. Any such notice will be deemed to have been given: (i) if personally given, or sent by courier, when delivered, or (ii) if mailed by first-class post, three (3) business days after the notice was sent. Volex's address for delivery of notices in the UK is: The Legal Department, Volex plc, Unit C1 Antura, Bond Close, Basingstoke, Hampshire, United Kingdom, RG24 8PZ. Communications with Volex subsidiaries should be directed to the attention of the General Manager of that entity's registered office address, with an email copy sent to legal@volex.com.

任何需要或允许以书面形式发出的通知均应预付费用,并可亲自送达、通过快递或头等邮政邮寄。任何此类通知在以下情况下被视为已经送达:(i)如亲自送达或通过快递发送,则在交付时被视为已经送达;或(ii)如通过头等邮政邮寄,则在通知发出后的三(3)个工作日被视为已经送达。Volex 在英国的通知递送地址是 Volex plc 法律部:英国汉普郡 Basingstoke Bond Close, Volex plc, UnitC1 Antura, Bond Close, Hampshire, United Kingdom, RG248 PZ。与 Volex 子公司的通信应直接发送至该实体注册办公地址的总经理,并发送一份电子邮件至 legal@volex.com。

37. ENTIRE AGREEMENT. 完整协议

Other than as specified herein, these Terms of Sale constitute the entire agreement between Volex and Buyer with respect to the subject matter hereof and expressly supersede all prior and contemporaneous communications, whether written or oral, and no representations or statements of any kind made by any representative of Volex that are not stated herein will be binding on Volex or have been relied on by the Buyer in entering into these Terms of Sale or placing any order under them. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any power, right or privilege preclude any other or further exercise thereof, or any other right, power or privilege. If the parties have entered into a separate written agreement signed by a duly authorised representative of each party setting forth the Terms of Sale for the sale of Goods to Buyer by Volex, then the terms of such agreement shall prevail where there is any discrepancy.

除本合同另有规定外,这些销售条款构成 Volex 与买方之间关于本合同标的的全部协议,并明确取代所有先前及同时期的书面或口头沟通,Volex 任何代表所作的任何未在本合同中载明的陈述或声明对 Volex 均不具有约束力,买方亦不得依赖该等陈述或声明订立这些销售条款或根据这些销售条款下达任何订单。任何

一方未能或延迟行使本合同项下的任何权力、权利或特权不构成弃权,任何单一或部分行使该等权力、权利或特权亦不排除任何其他或进一步行使该等权力、权利或特权,或任何其他权利、权力或特权。若双方已签订由各方正式授权代表签署的书面协议,载明 Volex 向买方销售货物的销售条款,则在存在任何差异的情况下,应以该协议的条款为准。

38. THIRD PARTY RIGHTS. 第三方权利

These Terms of Sale do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

这些销售条款不产生 1999 年《合同(第三方权利)法》项下的任何执行任何条款的权利。

39. WAIVER. 弃权

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

对任何权利或救济的弃权仅在以书面形式作出时有效。延迟行使或未能行使、单独行使或部分行使任何权利或救济不应视为对该等或任何其他权利或救济的放弃,也不应阻碍或限制对该等或任何其他权利或救济的进一步行使。

40. CONFIDENTIALITY. 保密

All confidential information concerning the Goods, business, assets, affairs, customers, clients or suppliers of Volex supplied (in whatsoever form) by Volex to Buyer, the extent of the parties' negotiations (if any), the terms of these Terms of Sale, and the contents of all discussions between the parties will be held in confidence. Unless Volex agrees in writing, Buyer shall neither use such information for purposes other than carrying out the purchase of the Goods from Volex, nor disclose such information to any third parties (other than senior employees, directors or advisers of Buyer who need to know that information for the purposes of carrying out the purchase of the Goods).

Volex 向买方提供(无论以何种形式)的与 Volex 的货物、业务、资产、事务、顾客、客户或供应商的有关的所有机密信息、双方谈判的范围(如有)、这些销售条款的内容以及双方所有讨论的内容均应保密。。除非 Volex 书面同意,买方不得将该等信息用于向 Volex 购买货物之外的其他目的,亦不得向任何第三方披露该等信息(但为执行从 Volex 购买货物而需要知悉该等信息的高级雇员、董事或顾问除外)。