



# 布鲁克 及其子公司的 销售条款和条件

**1. 概要。**布鲁克[插入适用实体名称的其余部分]及其子公司（“卖方”）所接受的订单均受此条款和条件的约束。在发生冲突、不一致或附件是非卖方书面明确接受的情况下，此销售条款和条件应视为替代买方的订购单、订货单、合同或者以其它形式所载明的有关冲突、不一致或附加条款。接受订单意味着在买方和卖方之间形成完整、有效的合同，并取代所有前期沟通。未经双方书面同意，该合同不能被修改或废除。

**2. 发货。**卖方应努力遵守但不能保证发货日期、装货和路线指示。根据卖方的判断，当其生产或销售的任何特定产品出现超卖情况时，卖方保留允许不按照全部订单发货或按比例发货的权利。在买方违约的情况下，卖方可以拒绝进一步发货，而不放弃其在此订单下的任何权利。尽管存在这种违约，卖方如果选择继续发货，该行为不构成卖方放弃或减少对违约或任何未来违约的法律救济方式。

**3. 所有权和交付。**所有的销售均是采用《2010 国际贸易术语解释通则》的 FCA 工厂（工厂交货），且买方应支付所有运费、关税、运费和处理费用。一旦卖方将所购买的、状况良好的货物移交承运人，货物的所有权及灭失或损坏的风险即从卖方转移到买方，此承运人作为买方的代理人。所有的损害赔偿应向承运人主张。

**4. 价格。**一个订单只接受在卖方的书面报价（“报价”）所列的价格，而不考虑卖方的其他任何报价或买方订单中所列的价格。设备所需的安装设施不包括在指定的价格中。

## 5. 支付条款。

**(a)** 发票应在报价单或发票载明的地点支付，且不迟于发票日期后的三十(30)天内支付。任何交易费用、无面值的支票的手续费或代收费（包括合理的律师费）由买方支付。任何逾期未支付的费用将要承担每年 18% 的利息；如果法律允许的最高利息低于年息 18%，则按法律允许的最高利息计算。

**(b)** 所有订单均须经卖方信贷批准。卖方对买方的任何信用额度可能会改变，而这样的信用可以由卖方撤回。对于一个非由卖方授予信用的订单，或授予的信用被随后撤回，卖方应当发货或交付，卖方可以选择随订单付现（全部或部分）、货到付款、信用证、附提货单或其他装运单据的即期汇票，所产生的托收费用由买方的账户支付（即期汇票到期未支付，则加上 18% 的利息）。经卖方判断，如果买方的财务状况使原本在支付条款中指定的卖方继续生产或发货的情况不合理，卖方可以要求提前全额或部分支付款项。在任何破产或在破产法下，由买方提出的或其作为被告的任何诉讼中，卖方应有权（1）停止或转移任何运输中的货物，（2）取消当时尚未处理的任何订单，和/或（3）收取取消订单的费用，以及采取法律或衡平法上其它救济措施。

**(c)** 每批货物应被视为一个独立的交易，并应支付相应的款项。若买方出于任何原因不准备接受交付的货物，卖方可以将货物存放，由买方支付存放费用及承担风险，且该存放应视为该货物已发货和交付给买方。

**6. 税。**报价不包括联邦、州或当地的消费税、销售税、使用税或类似的税。因此，除非卖方在发货前从买方收到一个适用的免税证书，发票上除了报价单载明的价格外，任何适用的消费税、销售税、使用税和/或类似的税收金额将作为单独的项目出现在发票上，并由买方支付。

**7. 客户验收 (CSA)。**除了报价单里的规定，在卖方工厂进行的标准商业工厂验收测试将构成卖方所出售设备的验收。如果报价单涉及客户验收条款，那么买方将依据该条款接受所购买的设备。双方将优先完成客户验收。在客户验收成功完成或客户验收条款被放弃之前，买方不得将为验收所采购的设备用于材料的生产、新工艺的开发或其它任何非实现客户验收的用途；在客户验收规定的成功完成之前，任何对该设备的上述使用应视为构成通过客户验收。买方有责任确保验收所需的设施和场所已准备就绪，使设备在交付之时即能成功开始客户验收。若在交付

后 30 天内验收尚未开始，以及在交付后 60 天内验收未完成（非因卖方的过错），该设备应视为被接受且已通过客户验收。

**8. 不可抗力。**卖方对下列原因造成的不履行免除责任：罢工，停工，就业困难，暴动，不能或难以获得或采购供应，劳动或交通，火灾，暴风雨，洪水，地震，爆炸，事故，天灾，来自民或军事当局的干扰，不论是法律上或事实上，公敌的行为，战争，叛乱，暴动，破坏，禁运，任何公共机构要求的订单优先，或任何其他超出卖方合理控制的原因。

**9. 知识产权事项。**如果第三方声称所购设备侵犯了其专利、商标或版权，卖方将为买方辩护并支付法院最终判定的全部费用、赔偿和律师费，前提是买方：**(a)** 及时以书面形式通知卖方，**(b)** 允许卖方控制，并与卖方就辩护和任何相关和解谈判进行合作。如果该主张成立或似乎能成立，卖方可以获得许可以使买方能继续使用该产品，也可以修改该产品或用具有同等功能的产品来替换，由卖方自己选择。若卖方确定上述选项均不可行，买方将根据卖方的书面请求将产品退回给卖方，在此情况下，卖方将支付买方的金额等于该产品的购买价格减去合理折旧额。卖方的责任仅限于修理、更换或调整，并由卖方决定。卖方对下列主张不承担责任 **(i)** 任何由买方提供的组成产品的一部分，**(ii)** 买方对产品的修改或使用是在非指定的操作环境下进行，或 **(iii)** 将产品与其他制造商或非卖方所提供的产品作为一个系统进行组合、操作或使用。这是卖方唯一的知识产权事项保证责任，替代其他所有明示或暗示的保证或救济。此外产品或其零件的销售并非授权买方任何有关 **(a)** 该产品或零件可能应用的任何设备结构，或 **(b)** 其使用时有关的工艺或机器。

**10. 商业秘密。**买方不得向第三方泄露或转让任何由卖方创作的技术文档、产品工艺的制造或维修维持知识、工艺设备、卖方专有和/或专门设计，以及全部或部分由以下信息组成或包含以下信息的信息或知识：卖方的保密或专有信息，或是在买卖双方达成的保密协议中要保护的信息。

**11. 改期。**如果买方有任何改期的权利，该权利应在附件 A 中写明。

**12. 取消。**如果买方有任何取消的权利，该权利应在附件 A 中写明。

**13. 转让。**未经卖方事先的书面同意，买方不得转让该订单或其任何一部分。

## 14. 保证

**(a)** 卖方向买方保证，自最后验收的日期或发货后的第九十 (90) 天（以先发生的日期为准）起算，新设备将在一年内没有材料和工艺上的瑕疵。本保修范围包括零件和人工的费用【含现场服务的工作以及为恢复设备至正常运行的差旅费（如适用）】。

**(b)** 卖方向买方保证，更换的零件将是新的或相同功能品质的，该零件的保修期为原零件保修期的剩余期限或 90 天（以较长的期限为准）。

**(c)** 卖方向买方保证，软件将实质性按照软件随附的书面材料进行操作。卖方不保证不间断或无误操作。

**(d)** 卖方的保证责任限于维修或更换（由卖方选择）有瑕疵的、非消耗性零件或软件。卖方可以选择在卖方设施所在地或买方营业地来提供这些服务。在卖方设施所在地进行维修时，买方必须事先联系卖方以获取返回设备的授权，且必须遵循卖方的装运指示。买方负责将货物运输至卖方及承担其运费。卖方将承担将设备返回买方的费用。用于保证维修的所有零件都是新的或有相同的功能品质。

**(e)** 卖方的保证义务不应延伸至不影响服务的瑕疵，或在周一至周五（卖方假期除外）的正常工作时间之外提供维修服务。除非在买方发现瑕疵之日起三十天内卖方收到该瑕疵通知，否则买方不能主张任何瑕疵。此外，



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不能主张运输中设备的损坏。在买方收到设备之日起三十天内，卖方必须收到买方可以通过及时检查而发现的任何瑕疵的通知。

**(f)** 消耗性物品，包括但不限于过滤器、灯、指示灯、长丝、保险丝、机械泵皮带、探针、V型皮带、晶片输送皮带、泵流体、O型圈和密封件，均**特别排除在上述保证范围内，不获保修。**

**(g)** 在**没有明示或暗示的任何保证的情况下**，所有使用过的设备（包括演示设备）均**按现状出售**。本保证不包括定期保养。

**(h)** 本保证条款特别排除所有非由卖方制造、单独的计算机和数据存储设备（如计算机、显示器、打印机和打印机缓冲器等）。这些设备将只能获得原厂商的保证。

**(i)** 对于设备或系统因下列原因出现故障，卖方不承担任何上述责任：**(a)** 滥用，误用，修改或错误操作；**(b)** 机器因外力造成的损害，包括但不限于天灾，水灾，电涌，电源故障，有瑕疵的电气工程，交通运输，外国设备/附件或买方提供的更换零件、设施或服务（如汽油）；**(c)** 操作或保养不当；或**(d)** 未能按卖方的建议进行预防性维护（包括保存一个准确记录预防性维护的日志）。此外，若任何设备或零件在未经卖方的书面许可下被修改，或任何卖方序列号被移除或污损时，该设备或零件不适用本保证条款。

**(j)** 未经卖方书面授权，任何人无权以卖方名义扩大或改变此保证。

**(k)** 上述保证明确替代任何其他明示或暗示的保证（包括**适销性或适合特定目的的默示保证**），以及卖方的其他任何义务。除了所公布的**适用规格范围**，**卖方不保证任何设备或系统能用于任何特定用途或特定工艺。**

**15. 无间接的损害；有限责任。** 卖方对间接损失，预期或损失的利润，附带的、间接的、特殊的或惩罚性的损害赔偿，时间损失，使用损失或其他损失概不负责，即使被告知上述损失的可能，该损失由买方或任何第三方引起，与卖方提供的设备或服务有关。在任何情况下，卖方对其提供设备或服务所承担的责任不得超过本合同下载明的买方支付给卖方的款项。

**16. 禁止招揽。** 买方不得招揽雇佣任何因本合同下所提供的产品或服务而接触买方的卖方雇员。

### 17. 适用法律

**(a)** 本合同下各方应遵守所有适用的法律。

**(b)** 买方知悉：出口和再出口卖方的产品和任何相关的软件、服务、技术支持、培训和相关的技术数据，以及载有任何上述项目的媒体（“物品”），受美国和对外贸易管制、关税、反抵制和经济制裁法、法规、规章和命令（“出口法律”）的管制。如果**(a)** 卖方未收到卖方要求的所有与出口相关的文件，包括最终用户证书，**(b)** 卖方未收到卖方认为需要的政府批函，或**(c)** 卖方认为该行为可能违反任何出口法律或卖方自己的合规政策，卖方可暂停或取消出口、运输、安装、保养或维修任何物品，并可采取任何其他的救济措施。买方应仅将物品用于非军事、和平的用途。买方不得出口、再出口、或以其他方式转让或提供违反任何出口法律或买方所提供的任何最终用户证书的任何物品，包括出口至被禁运或被制裁的国家，或向美国、联合国、欧盟和欧洲安全与合作委员会公布的任何被禁止的人名单上的任何人提供物品，或将物品用于被禁止的最终用途（如化学、生物或核武器、无人机和导弹的研究或开发，或核爆炸或燃料循环活动）。在提供给卖方受任何出口法律管制的任何技术数据之前，买方必须通知卖方。由于买方不遵守任何出口法律而导致的任何损失或产生的费用，卖方概不负责。**(c)** 买方将遵守所有适用的进口法律，遵守现行有效或此后由任何政府或其他适用的司法管辖权

实施的、有关进口物品的其他限制或条件。买方应负责获取任何必需的进口许可、许可证或批准，并支付相关成本和费用。若有关物品的进口需要进口许可、许可证或其它批准时，买方应立即通知卖方。

**17. 适用法律和管辖权。** 本合同规定应依照美国特拉华州的法律进行解释，而不考虑其中法律条款的选择，且不包括《联合国国际货物销售合同公约》，除非可适用。任何因本合同引起或与本合同有关的争议，只能向特拉华州的州和联邦法院提起诉讼。

**18. 语言。** 本协议以中、英文书写。如两种版本之间存在任何不一致或冲突之处，则应以中文版本为准。



# 布鲁克 及其子公司的 销售条款和条件

## 附件 A

### 附加条款

[1. 改期：如果买方有任何改期的权利，应适用以下条款：

如要求一次改期，收费确定如下，该收费应在此改期的十天内到期及应付：

要求改期的周数	改期的收费
长达 4 周	不收费
5 至 12 周	售价的 15%
13 至 26 周	售价的 35%
27 周以上	订单被取消

一个订单被改期超过一次将视为取消该订单。如果订单被随后发货或订单被随后取消，应收取售价的百分之六十六（66%）作为改期费或取消费。任何订单被改期后又取消，取消费用的收取将取决于原定交付日期和取消通知日期之间的时间间隔。]

[2 取消：如果买方有任何取消的权利，应适用以下条款：

如果买方欲取消任何订单，买方应根据欲取消订单通知书的时间向卖方支付下列取消费和重新仓储费：

欲取消订单的通知日期先于订单装运确定日期的时间	取消费等于以下售价的百分比
超过 90 天	售价的 35%
61 至 90 天	售价的 50%
31 至 60 天	售价的 75%
0 至 30 天	售价的 100%

对于专门的、定制的或改良的设备，会收取更多的取消费，最高可达订单的全额。]

[3. 插入其它特别规定。]

# Bruker (Beijing) Scientific Technology Co., Ltd and Subsidiaries

## Terms and Conditions of Sale (China)



**1. GENERAL.** Orders are accepted by Bruker (Beijing) Scientific Technology Co., Ltd and Subsidiaries ("Seller") subject to these terms and conditions. In case of a conflict, inconsistency or addition not expressly accepted in writing by Seller, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent or additional terms stated in Buyer's purchase order, order form, contract or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between the party purchasing equipment hereunder ("Buyer") and Seller, which contract cannot be modified or canceled without the written agreement of both parties.

**2. SHIPMENT.** Seller shall attempt to comply with, but will not guarantee, shipping date and loading and routing instructions. Seller reserves the right to allow or prorate shipments against all orders whenever, in its judgment, an oversold condition exists as to any particular product manufactured or sold by it. In the event of a default by Buyer, Seller may decline to make further shipments without waiving any of its rights under such order. If, despite such default, Seller elects to continue to make shipment, its action shall not constitute a waiver regarding, or otherwise diminish, Seller's legal remedies with respect to such default or any future default.

**3. TITLE AND DELIVERY.** All sales are made FCA factory (ex works), Incoterms 2010 and Buyer shall pay all freight, duties, cartage and handling. Title and risk of loss or damage shall pass from Seller to Buyer upon Seller's putting the material purchased hereunder in good condition into the possession of a common carrier, such carrier acting as Buyer's agent. All claims for damages must be filed with the carrier.

**4. PRICES.** Irrespective of any prices quoted by Seller or listed on Buyer's order, an order is accepted only at the prices shown on Seller's written quotation (the "Quotation"). Installation of utilities required for equipment is not included in the specified price.

### **5. PAYMENT TERMS.**

**(a)** Invoices are payable at the place set forth in the Quotation or the invoice no later than thirty (30) days after the date of the invoice. Any exchange charges, any charges for nonpar clearance of checks or collection charges (including reasonable attorneys' fees) will be paid by Buyer. Any amounts not paid when due will bear interest at a rate of 18% per annum or, if lower, the maximum rate permissible by law.

**(b)** All orders are subject to credit approval by Seller. The amount of any credit extended by Seller to Buyer may be changed, and such credit may be withdrawn by Seller. With respect to an order on which credit is not extended by Seller or, if extended, is subsequently withdrawn, shipment or delivery shall be made, at Seller's election, cash with order (in whole or in part), C.O.D., letter of credit or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection (plus 18% interest on Sight Drafts not paid at maturity) for the account of Buyer. If, in the judgment of Seller, the financial condition of Buyer does not justify continuation of production or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled, in addition to any other remedies at law or in equity, to (i) stop or divert any shipment in transit, (ii) cancel any order then outstanding and/or (iii) receive reimbursement for its cancellation charges.

**(c)** Each shipment shall be considered a separate independent transaction, and payment therefor shall be made accordingly. If for any reason Buyer is not prepared to accept delivery of goods, Seller may store the goods at Buyer's expense and risk in the name of Buyer, and such storage shall constitute shipment and delivery to Buyer.

**6. TAXES.** Quoted prices do not include federal, state or local excise, sales, use or similar taxes. Accordingly, in addition to the prices specified on the Quotation, the amount of any applicable excise, sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by Buyer unless prior to shipment Seller receives an appropriate tax exemption certificate from Buyer.

**7. CUSTOMER SPECIFIC ACCEPTANCE ("CSA").** Except as provided in the Quotation, Seller's standard commercial factory acceptance test(s) performed at Seller's factory will comprise acceptance for the equipment sold by Seller. If the Quotation references CSA provisions, then Buyer will accept the purchased equipment in accordance with such CSA provisions. The parties will give priority to achieving CSA and the purchased equipment shall not be used by Buyer for material production, for development of new processes or for any purposes other than achieving CSA, prior to successful completion or waiver of the CSA provisions. Any such use of the equipment prior to successful completion of the CSA provisions shall be deemed to constitute CSA passage. It is the responsibility of the Buyer to ensure that all the required facilities are ready and site preparation is completed for successful commencement of CSA on delivery of the equipment. If CSA has not been commenced within 30 days after delivery and completed within 60 days after delivery (through no fault of Seller), the equipment shall be deemed accepted and as having achieved CSA.

**8. FORCE MAJEURE.** Seller shall not be liable for failure to perform occasioned by strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority or any other cause beyond the reasonable control of Seller.

**9. INTELLECTUAL PROPERTY MATTERS.** If a third party claims that the purchased equipment infringes that party's patent, trademark or copyright, Seller will defend Buyer against that claim and will pay all costs, damages and attorneys' fees that a court finally awards, provided that Buyer: (a) promptly notifies Seller in writing of the claim, and (b) allows Seller to control, and cooperates with Seller in, the defense and any related settlement negotiations. If such a claim is made or appears likely, Seller, at its option, may obtain a license to enable Buyer to continue to use the product, may modify the product or may replace it with one that is functionally equivalent. If Seller determines that none of these alternatives is reasonably available, Buyer will return the product to Seller upon Seller's written request, in which case Seller will credit Buyer with an amount equal to the price paid for such product less a reasonable amount for depreciation. Seller's liability is limited to repair, replacement or adjustment as determined by Seller. Seller shall not be liable for any claim based on (i) anything Buyer provides which is incorporated into a product, (ii) Buyer's modification of a product or use thereof other than in its specified operating environment, or (iii) the combination, operation or use of a product with products provided by other manufacturers or other products not provided by Seller as a system. This is the exclusive warranty and liability of Seller with respect to intellectual property matters and is in lieu of all other warranties and remedies, express or implied. Sale of products or parts thereof does not confer on Buyer any license relating to (a) the structure of any devices to which the products or parts may be applied or (b) a process or machine in connection with which they may be used.

**10. TRADE SECRETS.** Buyer will not divulge or transfer to third parties any technical documentation, fabrication or maintenance support knowledge for product processes, process equipment, or proprietary and/or specialized designs created by the Seller, or any other knowledge or information which is comprised in whole or in part of, or contains, Seller's confidential or proprietary information, or is protected by a Non-Disclosure Agreement between Buyer and Seller.

# Bruker (Beijing) Scientific Technology Co., Ltd and Subsidiaries Terms and Conditions of Sale (China)



**11. RESCHEDULING.** If Buyer has any rescheduling rights, such rights shall be as set forth in Exhibit A.

**12. CANCELLATION.** If Buyer has any cancellation rights, such rights shall be as set forth in Exhibit A.

**13. ASSIGNMENT.** Buyer shall not assign this order or any portion thereof without the prior written consent of Seller.

#### **14. WARRANTY.**

(a) Seller warrants to the Buyer that new equipment will be free of defects in material and workmanship for a period of one year commencing on final acceptance or ninety (90) days from shipping, whichever occurs first. This warranty covers the cost of parts and labor (including, where applicable, field service labor and travel required to restore the equipment to normal operation).

(b) Seller warrants to the Buyer that replacement parts will be new or of equal functional quality and warranted for the remaining portion of the original warranty or 90 days, whichever is longer.

(c) Seller warrants to the Buyer that software will perform in substantial compliance with the written materials accompanying the software. Seller does not warrant uninterrupted or error-free operation.

(d) Seller's obligation under these warranties is limited to repairing or replacing at Seller's option defective non-expendable parts or software. These services will be performed, at Seller's option, at either Seller's facility or Buyer's business location. For repairs performed at Seller's facility, Buyer must contact Seller in advance for authorization to return equipment and must follow Seller's shipping instructions. Freight charges and shipments to Seller are Buyer's responsibility. Seller will return the equipment to Buyer at Seller's expense. All parts used in making warranty repairs will be new or of equal functional quality.

(e) The warranty obligation of Seller shall not extend to defects that do not impair service or to provide warranty service beyond normal business hours, Monday through Friday (excluding Seller holidays). No claim will be allowed for any defect unless Seller shall have received notice of the defect within thirty (30) days following its discovery by Buyer. Also, no claim will be allowed for equipment damaged in shipment. Within thirty (30) days of Buyer's receipt of equipment, Seller must receive notice of any defect which Buyer could have discovered by prompt inspection.

(f) Expendable items, including, but not limited to, filters, lamps, pilot lights, filaments, fuses, mechanical pump belts, probes, V-belts, wafer transport belts, pump fluids, O-rings and seals ARE SPECIFICALLY EXCLUDED FROM THE FOREGOING WARRANTIES AND ARE NOT WARRANTED.

(g) All used equipment, including demo equipment, is sold AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Regular maintenance is excluded from this warranty.

(h) Specifically excluded from this warranty is all standalone computer and data storage equipment not manufactured by Seller (such as computers, monitors, printers and printer buffers). Such equipment will carry only the original manufacturer warranty.

(i) Seller assumes no liability under the above warranties for equipment or system failures resulting from (a) abuse, misuse, modification or mishandling; (b) damage due to forces external to the machine including, but not limited to, acts of God, flooding, power surges, power failures, defective electrical work, transportation, foreign

equipment/attachments or Buyer-supplied replacement parts or utilities or services such as gas; (c) improper operation or maintenance; or (d) failure to perform preventive maintenance in accordance with Seller's recommendations (including keeping an accurate log of preventive maintenance). In addition, this warranty does not apply if any equipment or part has been modified without the written permission of Seller or if any Seller serial number has been removed or defaced.

(j) No one is authorized to extend or alter these warranties on Seller's behalf without the written authorization of Seller.

**(k) THE ABOVE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER. SELLER DOES NOT WARRANT THAT ANY EQUIPMENT OR SYSTEM CAN BE USED FOR ANY PARTICULAR PURPOSE OR WITH ANY PARTICULAR PROCESS OTHER THAN THAT COVERED BY THE APPLICABLE PUBLISHED SPECIFICATIONS.**

**15. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** Seller shall not be liable for consequential damages, for anticipated or lost profits, incidental, indirect, special or punitive damages, loss of time, loss of use, or other losses, even if advised of the possibility of such damages, incurred by Buyer or any third party in connection with the equipment or services provided by Seller. In no event will Seller's liability in connection with the equipment or services provided by Seller exceed the amounts paid to Seller by Buyer hereunder.

**16. NONSOLICITATION.** Buyer will not solicit the employment of any employee of Seller who has come into contact with Buyer in connection with the products or services provided to Buyer hereunder.

#### **17. COMPLIANCE WITH LAWS**

(a) The performance of each party hereunder is subject to compliance with all applicable laws.

(b) Buyer understands that exports and re-exports of Seller's products and any related software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") are subject to U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Seller may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) Seller has not received all export-related documentation requested by Seller, including end-user certificates, (b) Seller has not received the governmental approvals that Seller deems to be required, or (c) Seller believes that such activity may violate any Export Laws or Seller's own compliance policies. Buyer shall only use the Items for non-military, peaceful purposes. Buyer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Law or any end-user certificate provided by Buyer, including to an embargoed or otherwise sanctioned country, to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Buyer must notify Seller before providing any technical data to Seller that is controlled under any Export Law. Seller will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Export Law. (c) Buyer will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Buyer shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. Buyer shall immediately notify Seller if an import permit, license or other authorization is required in connection with any such import.

**Bruker (Beijing) Scientific Technology Co., Ltd  
and Subsidiaries  
Terms and Conditions of Sale  
(China)**



**17. APPLICABLE LAW AND JURISDICTION.** The contract created hereby shall be interpreted and construed under the laws of the State of Delaware, without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods, if otherwise applicable. The exclusive venue for any disputes arising out of or in connection with such contract shall be in the state and federal courts of the State of Delaware.

**18. Language.** This contract is executed in both English and Chinese languages. In the case of any inconsistency or conflict, the English version shall prevail.

**Bruker (Beijing) Scientific Technology Co., Ltd  
and Subsidiaries  
Terms and Conditions of Sale  
(China)**



EXHIBIT A

ADDITIONAL PROVISIONS

[1. Rescheduling: If Buyer is to have any rescheduling rights, a provision such as the following should be used:

If one rescheduling is requested, the charges shall be determined as follows and shall be due and payable within ten (10) days of the rescheduling:

Number of Weeks of Rescheduling Requested	Rescheduling Charge
Up to 4 Weeks	No Charge
5 to 12 Weeks	15% of Purchase Price
13 to 26 Weeks	35% of Purchase Price
27+ Weeks	Order Considered Canceled

More than one rescheduling of an order will be considered a cancellation of the order. Sixty-six percent (66%) of the rescheduling charge shall be applied against the purchase price if the order is subsequently shipped or against the cancellation charges if the order is subsequently canceled. On any order that is rescheduled and subsequently canceled, cancellation charges will be based upon the time between the originally scheduled delivery date and the date of notice of cancellation.]

[2. Cancellation. If Buyer is to have any cancellation rights, a clause such as the following should be used:

In the event of attempted cancellation by Buyer of any order, Buyer shall pay Seller a cancellation and re-stocking charge based upon the timing of the attempted cancellation notice as follows:

Days Attempted Cancellation Notice Given Before Confirmed Shipment Date of Order	Cancellation Fee Equals the Following Percentage of Purchase Price
More than 90 Days	35% of Purchase Price
61 to 90 Days	50% of Purchase Price
31 to 60 Days	75% of Purchase Price
0 to 30 Days	100% of Purchase Price

Higher cancellation charges, up to the full value of the order, may apply in the case of special, custom or modified equipment.]

[3. Insert any other special provisions.]