

GENERAL SALES TERMS AND CONDITIONS

通用销售条款和条件

1 GENERAL

1.1 These General Sales Terms and Conditions shall apply to products and related services (hereafter jointly the "Products") manufactured or provided by GEMALTO to a customer (hereafter the "Customer").

Any proposal or form of proposal howsoever (hereafter the "Proposal") made by GEMALTO to the Customer for its Products shall be governed by these General Sales Terms and Conditions which, unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between GEMALTO and the Customer.

1.2 The Proposal shall be valid for a period of thirty (30) days from the date of its issuance, unless extended by GEMALTO by written notice to the Customer.

1.3 The Customer's written acceptance of the Proposal or the placement of an order in writing by the Customer (hereafter the "Order") shall be deemed the Customer's unconditional and irrevocable agreement to these General Sales Terms and Conditions and the waiver of the Customer's own purchase terms and conditions or any other similar document.

1.4 The Proposal may be subject to alteration and withdrawal by written notice of GEMALTO to the Customer at any time until a contract arising therefrom (hereafter the "Contract") has been executed in

1 概述

1.1 本《通用销售条款和条件》适用于**金雅拓**为客户（以下简称“**客户**”）生产或提供产品及相关服务（以下合称“**产品**”）的交易。

金雅拓就**产品**向客户出具的任何形式的报价（以下简称“**报价**”）均应受本《通用销售条款和条件》的约束。除非双方另行达成明确书面协议，如本《通用销售条款和条件》与金雅拓和客户达成的其他书面或口头协议不一致，应优先适用本《通用销售条款和条件》。

1.2 除非金雅拓书面通知客户予以延长，报价应于发出之日起三十（30）日内有效。

1.3 客户对报价的书面接受或客户发出书面订单（以下简称“**订单**”）视为客户无条件且不可撤销地接受本《通用销售条款和条件》并放弃客户自身的购买条款和条件或其他任何类似文件。

1.4 在客户和金雅拓的适当授权代表书面签署与报价相关的合同前（以下简称“**合同**”），金雅拓可在任何时间向客户发出书面通知变更或撤销报价。

writing by the Customer's and GEMALTO's duly authorized representatives.

- 1.5 If the Customer accepts the Proposal with additions, modifications, qualifications or assumptions, such acceptance shall be considered a new offer by the Customer. Any such new offer shall only be binding upon GEMALTO if and to the extent it is accepted in writing by GEMALTO.

Whether the Order was preceded or not by a Proposal, the Contract shall not be deemed binding unless the Customer has received written acceptance of the Order from GEMALTO, both concerning the Order, and where applicable, the additions, modifications, qualifications or assumptions thereto (hereafter the "Order Acceptance").

In the event of a discrepancy between the Order and the Order Acceptance, the Order Acceptance shall prevail and determine the terms of the Contract.

No Order may be canceled or modified after the date of issuance of the Order Acceptance, except with the prior written approval of GEMALTO and provided that all costs resulting therefrom shall be borne by the Customer.

- 1.6 The Contract shall consist of:
- An agreement signed by both parties, or the Order and its Order Acceptance agreed upon by both parties, including, as the case may be, any complementary specific or

- 1.5 如果客户接受**报价**但附带补充、修改、限制或假定，该等接受应被视为客户的新要约。而该等新要约仅在金雅拓以书面形式予以接受时，才对金雅拓产生约束力。

无论**订单**之前是否有**报价**，除非客户收到金雅拓书面文件（以下简称“**订单确认书**”），明确接受**订单**及其补充、修改、限制或假定（如适用），均不构成具有约束力的**合同**。

如果**订单**和**订单确认书**不一致，**订单确认书**应当优先适用并决定**合同**的条款。

除金雅拓事先书面同意且所有由此产生的费用由客户承担的情况下，**订单**在**订单确认书**的发出日之后不得取消或变更。

- 1.6 **合同**由以下部分构成：
- 双方签署的协议，或双方同意的**订单**及**订单确认书**，视情况可能包括任何具体或特别销售条件；
 - 构成**合同**不可或缺部分的本

<p>special conditions of sale;</p> <ul style="list-style-type: none"> ▪ These General Sales Terms and Conditions, which form an integral part of the Contract. 	<p>《通用销售条款和条件》。</p>
<p>1.7 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings (whether oral, in writing or any other form) between the parties.</p>	<p>1.7 合同构成双方之间就有关事宜达成的完整协议，且替代双方先前就该事宜达成的所有协议和谅解（无论口头、书面或其他形式）。</p>
<p>2. DOCUMENTATION</p>	<p>2. 文件</p>
<p>2.1 The weight, dimensions, size, performance and other specifications of the Products provided for in the technical or commercial documentation (hereafter the “Documentation”) of GEMALTO are of an indicative nature only and are not contractually binding unless expressly indicated so by GEMALTO in the Order Acceptance and / or provided in the Contract.</p>	<p>2.1 除金雅拓在订单确认书或合同中明确说明其具有约束力外，金雅拓提供的技术或商业文件（以下简称“文件”）中所述之产品的重量、体积、尺寸、性能和其他规格仅具有参照性，并不具有合同约束力。</p>
<p>2.2 The Documentation provided to the Customer remains the exclusive property of GEMALTO and may not be communicated, copied or reproduced by the Customer without the prior written authorization of GEMALTO.</p>	<p>2.2 金雅拓向客户提供的文件仍为金雅拓专有财产。未经金雅拓事先书面同意，客户不得予以传播或复制。</p>
<p>2.3 Subject to the terms of the Contract, the Customer is granted a non-exclusive, non-transferable and non-assignable right to use the Documentation. The Customer agrees to limit access to the Documentation to those employees who require such access for the purpose of the Contract. The Customer will not make available or</p>	<p>2.3 以合同条款为前提，客户被授予非独占的、不可转移的且不可转让的使用文件的权利。客户同意将知悉文件的范围仅限于为实现合同约定之目的而必须知悉文件的员工。未经金雅拓事先书面同意，客户不得向其他任何人提供或披露关于文件的任何信息。本条所约定的义务在合同履行完毕</p>

disclose any information concerning the Documentation to any other person without the prior written consent of GEMALTO. The obligations expressed in this provision shall remain binding upon the Customer even after completion or termination of the Contract. The Customer shall take all the same precautions to maintain the confidentiality of the Documentation as those employed to protect its own proprietary information.

3. TERMS OF SALE

3.1 The minimum quantity of any Order or Contract or the minimum price for any Product under any Order or Contract shall be subject to the mutual agreement in writing by the parties.

3.2 Unless otherwise agreed in writing, all sales of the Products between the parties are deemed concluded "EXW loaded" GEMALTO's premises as further specified in the Order Acceptance or the Contract.

3.3 The term "EXW loaded" or any other term used to define the terms of sale provided for in the Contract shall be interpreted in accordance with the incoterms 2000 published by the International Chamber of Commerce.

3.4 The carrying out of operations at the request of the Customer by GEMALTO other than those required by the terms of sale established by the Contract shall in no way modify either the type of sale nor the content of the Contract:

或终止后仍然对客户具有约束力。客户应当采取与保护其自身的专有信息相同的全部措施以保证文件的保密性。

3. 销售条款

3.1 任何订单或合同要求的最低数量或任何订单或合同项下产品的最低价格将由双方另行书面约定。

3.2 除非另行书面同意，双方之间就产品的销售视为以“EXW 装运”贸易术语下金雅拓厂房交货完成。金雅拓厂房具体地址将在订单确认书或合同中予以进一步明确。

3.3 “EXW 装运”贸易术语或用于确定合同中销售条款的其他任何贸易术语均应按照国际商会发布的《2010 年国际贸易术语解释通则》（INCOTERMS 2010）进行解释。

3.4 金雅拓根据客户的要求提供合同约定以外的工作，不构成对贸易术语或合同内容的任何修改：客户的要求仅意味着金雅拓将以客户名义并代表客户开展此类工作。金雅拓将就该等工作及其产

the request of the Customer to carry out such operations necessarily implies that GEMALTO will act in the name of and on behalf of the Customer. Such operations and the resulting costs will be invoiced separately to the Customer who agrees to pay GEMALTO upon receipt of the relevant invoice. In particular, in the event of a sale “EXW loaded”, GEMALTO shall remain independent from the contract of carriage even when it may assist, in any manner whatsoever, in the activities of loading or storage to facilitate the task of the carrier.

生的费用单独向客户开具发票，客户同意在收到有关帐单后向金雅拓支付款项。特别是在“EXW 装运”贸易术语下销售时，金雅拓即使在装运或储存活动中提供协助以促进承运人完成其工作，也不应被解释为金雅拓承担有运输的义务。

4. DELIVERY

4. 交付

4.1 Except in the event of provisions to the contrary included in the Order Acceptance and / or the Contract or otherwise agreed in writing, the delivery schedule shall be calculated from the last of the following dates:

- Receipt by GEMALTO of all the information and data necessary for the fulfillment of the Order;
- Receipt by GEALTO of payment in accordance with sub-Article 7.1 below (if applicable);;
- Obtaining of any license or other authorization necessary for the import or export of the Products.

4.1 除非**订单确认书**，**合同**或其他书面协议中有相反约定，**产品**交付时间应当从下述日期中的最晚者起算：

- 金雅拓收到履行订单所必须的所有信息和数据；
- 根据下述第 7.1 条，收到相应付款（如适用）；和
- 获得**产品**进出口所必需的任何许可或授权。

4.2 Prior to delivery, the Products will be preserved, packaged or crated in accordance with GEMALTO’s usual standards.

4.2 在交付之前，**产品**将根据金雅拓的通常标准进行保存、包装或装箱。

4.3 The Products delivered in accordance with an Order are definitively transferred and may not be either returned or exchanged except in the event of a provision to

4.3 除非另有相反约定，根据**订单**交付的**产品**即被视为已转移给客户，并不得退回或更换。

the contrary.

- 4.4** GEMALTO reserves the right to make partial or anticipated deliveries with partial invoicing for the relevant amount. In particular, GEMALTO reserves the right, for any given Order or Contract, to deliver quantities that may differ from the quantity ordered by the Customer by up to eight percent (8%), more or less and the Customer undertakes to pay the price corresponding to the quantity of Products effectively delivered by GEMALTO within that tolerance.
- 4.5** For each Order of cards products, primary colors will be created by Gemalto and printed on the cards products on the basis of the proof (i.e. the initial reproduction of the artwork of the concerned cards sent by GEMALTO to the Customer in electronic or paper format) signed by the Customer. All other colors will be created and printed on the basis of the pantone colors chart available in each Gemalto production site. The difference between on the one hand, for the primary colors the proof and for the other colors the pantone colors chart, and on the other hand the colors printed on the card products shall be measured with a spectrophotometer and will not exceed +/- 3.5 in the CIE 94 colorimetric space (2.1.1) D65/10.
- 4.6** Should the delivery of the Products or any part thereof be postponed either at Customer's request or for any reason not attributable to GEMALTO, GEMALTO shall be entitled to store the Products or any
- 4.4 金雅拓保留进行部分交货或提前交货的权利，并就该交货数量开具发票。金雅拓特别保留交付数量与客户订购数量相差最高为百分之八（+/-8%）的权利，客户承诺在该允差范围内就金雅拓实际交付的**产品**数量支付相应价款。
- 4.5 就卡产品而言，卡产品基色由金雅拓创建，并将按照客户签署的样张（即，金雅拓向客户以电子或纸制形式发送的相关卡的原图的最初样品）在卡产品上印色。而所有其他颜色则依据金雅拓的各生产地点所具备的国际色卡颜色表创建并印色。基色的样张与卡产品上印色、色卡颜色表与卡产品上印制的其他颜色可能存在差别，根据光谱色度计测量，其差别在 CIE94 色度空间（2.1.1）D65/10 中不超过 +/- 3.5。
- 4.6 根据客户的要求或者由于不可归因于金雅拓的原因而导致**产品**全部或部分延期交付时，金雅拓有权存储产品或其任何部分，但风险和费用由客户承担。存储日期应当视为**产品**经客户验收合格日

<p>part thereof at Customer's risks and expenses. The date of storage shall be deemed to be the date of acceptance by Customer.</p>	<p>期。</p>
<p>5. TRANSFER OF RISKS AND TITLE</p>	<p>5. 风险和所有权的转移</p>
<p>5.1 Risk of loss of or damage to the Products shall pass to the Customer in accordance with the Incoterm elected for delivery thereof.</p>	<p>5.1 产品损毁或灭失风险应当根据交付所适用的国际贸易术语的规定转移给客户。</p>
<p>5.2 Except otherwise agreed by the parties in writing, title to the Products shall vest in the Customer at the time when GEMALTO receives full payment from the Customer.</p>	<p>5.2 除双方另有书面约定外，产品所有权仅在 GEMALTO 收到客户的全额付款后才转移给客户。</p>
<p>6. PRICE</p>	<p>6. 价格</p>
<p>6.1 Except in the event of provisions to the contrary included in the Order Acceptance, the prices for the Products specified in the Proposal and Order Acceptance of GEMALTO are fixed and firm for the Contract performance according to the terms and conditions herein contained.</p>	<p>6.1 除非订单确认书中有相反约定，根据本文条款和条件履行合同时，金雅拓的报价和订单确认书中约定的产品价格是固定且不可变更的。</p>
<p>6.2 The prices hereunder set forth are quoted in the currency as provided in the Proposal, which will be the invoicing and payment currency.</p>	<p>6.2 除非双方同意使用其他货币，否则产品以金雅拓的报价中约定货币为准，该币种也将是发票和支付货币。</p>
<p>6.3 Unless otherwise agreed by the parties in writing, all prices of Products or parts thereof to be delivered by GEMALTO under the Contract are to be understood "EXW loaded", GEMALTO premises, according to the INCOTERMS 2010 of the International Chamber of Commerce.</p>	<p>6.3 除非双方另有书面约定为，金雅拓在合同项下全部或部分交付的产品的价格均应理解为按照国际商会的《2010 年国际贸易术语解释通则》（INCOTERMS 2010）“EXW 装运”在金雅拓厂房交货的价格。</p>

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| <p>6.4 Without prejudice to the above-mentioned INCOTERMS, all prices hereunder are exclusive of all taxes, customs duties, levies and other charges whatsoever which shall be at the exclusive charge of the Customer.</p> | <p>6.4 在不违反上述贸易术语的前提下，本文项下所有价格不包括客户所有税款、关税、征税和其他任何收费，该等税费均应由客户自行承担。</p> |
| <p>7. INVOICING AND PAYMENT</p> | <p>7. 开具发票和付款</p> |
| <p>7.1 Unless otherwise agreed by the parties, the price of the Products shall be paid within 30 days from the date of the invoice.</p> | <p>7.1 除双方另有约定外，产品价款应在发票日起 30 日内支付。</p> |
| <p>7.2 In the event Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to GEMALTO, GEMALTO may, without limitation, (i) postpone the fulfillment of its own obligations until full payment of the sums due for the principal; (ii) charge Customer interest on the amount unpaid, equal to the bid interest rate published by the European Central Bank during its most recent main refinancing operation increased by ten (10) percentage points, per annum until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest); (iii) terminate the Contract upon expiry of a seven calendar (7) day written notice of GEMALTO to the Customer which has remained without effect.</p> | <p>7.2 如果客户未能在到期日付款，在不影响金雅拓其他权利或可采取的救济措施的前提下，金雅拓可以采取以下措施（但不限于）：
（i）延迟履行自身义务，直至客户支付全部应付款项；（ii）就未支付部分向客户收取利息，该等利息等于欧洲中央银行在其最近主要再融资行为期间公布的借款利率加上年百分之十（10），直到应付款项被全额支付（为计算利息之目的，不足一个月的应视为一个整月）；（iii）在金雅拓向客户发出书面通知后的七（7）日届满时终止剩余未履行部分合同。</p> |
| <p>7.3 In the event of a payment delay by the Customer, GEMALTO may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel any pending Contract or</p> | <p>7.3 如果客户迟延付款，对于任何新的交付，无论双方如何约定，金雅拓均可要求客户在装运之前付款，或者暂停或取消任何尚未完成的合同或订单，且无需承担任何责任。</p> |

<p>Order without incurring any liabilities whatsoever.</p>	
<p>7.4 GEMALTO reserves the right to establish, at any time, a limit for outstanding credit in favor of the Customer, and adapt the applicable payment periods accordingly.</p>	<p>7.4 金雅拓保留随时设定有利于客户的信用额度，并相应调整付款期限。</p>
<p>7.5 No discount will be accepted for advance payments except in case of prior written consent between the parties.</p>	<p>7.5 除双方另有事先书面同意外，客户预付款或提前付款均不享受任何折扣。</p>
<p>8. ACCEPTANCE</p>	<p>8. 验收</p>
<p>8.1 The Customer shall sign the delivery note to confirm the receipt of Products upon arrival of the Products at the delivery location, and complete the inspection of the Products received within seven (7) days thereafter, then issue an acceptance note to GEMALTO. In the event that such inspection reveals any non-conformity, the Customer shall send a notice of failure to GEMALTO, specifying all claimed non-conformities. The Products shall be deemed have been accepted by the Customer if neither an acceptance note nor a notice of failure is made to GEMALTO upon the expiry of the said seven (7) inspection period.</p>	<p>8.1 每批产品到达指定交货地点当日，客户即应签收到货单以确认收到产品，并在签收后 7 日内完成验收，且向金雅拓签发验收合格证明。如验收期间发现质量不符情况，应立即通知金雅拓明确描述该不符情况。如上述验收期内，客户既没有向金雅拓签发验收合格证明，也没有通知金雅拓产品质量不符情况，则验收期满即被视为该批产品已经客户验收合格。</p>
<p>8.2 Non-conformities evidenced during the inspection shall be made good by GEMALTO within a reasonable time. Non-conformities not affecting the functional characteristics of the Products shall not constitute a ground for rejection thereof.</p>	<p>8.2 客户验收期间出现的确有证据的不符情况应由金雅拓在合理期限内予以矫正。不影响产品功能特征的不符情况不得作为客户拒绝收货的理由。</p>
<p>8.3 Any and all costs incurred pursuant to the inspections shall be borne by</p>	<p>8.3 因验收所产生的任何及全部费用均由客户自行承担。</p>

the Customer.

9. WARRANTY

9.1 Subject to the Acceptance Quality Level (AQL) specified in the Contract, GEMALTO hereby warrants the Products to be free from defects in materials and workmanship at the time of delivery.

In case any defect is discovered within a period of twelve (12) months from the date of delivery (“Warranty Period”) for the Products under normal use and service, the Customer shall, within fourteen (14) days after the defects are discovered, notify GEMALTO of the defects in writing, and the notice should thoroughly describe the conditions under which the defect has arisen in order to facilitate the diagnosis of the defect by GEMALTO.

9.2 If the defects reported within the Warranty Period are confirmed by GEMALTO, the Customer shall return the defective Products to GEMALTO, and the defective Products returned by CUSTOMER shall be made good by repair or replacement at GEMALTO's option. GEMALTO has also the right to issue credit note at the amount of the contract price of the defective Products, and the Customer can use the credit note to set off against the amount due to GEMALTO in subsequent Orders placed.

9.3 GEMALTO's warranty under the Contract is strictly limited to the remedies provided in Article 9.2

9. 保证

9.1 依据合同约定的可接受质量水平 (AQL)，金雅拓保证产品交付时在材料和工艺方面均没有任何瑕疵。

若产品在正常使用和服务的情况下自交付日起 12 个月内（“质量保证期”）被发现瑕疵，客户应当在发现产品瑕疵后十四（14）天内就该瑕疵书面通知金雅拓。为便于金雅拓查找瑕疵原因，客户通知应详细描述瑕疵出现的情况。

9.2 质量保证期内发现的产品瑕疵一经金雅拓确认，则退回产品的瑕疵由金雅拓自行选择以修理或更换的方式进行矫正。对于质量保证期内金雅拓确认的产品瑕疵，金雅拓也有权按退回瑕疵产品的合同价格向客户出具信用票据，客户可使用该信用票据额度抵扣后续订单下客户应付金雅拓的货款。

9.3 金雅拓的保证责任严格限于上述 9.2 条约约定的补救措施。上述保证仅适用于根据金雅拓的使用说

above. This warranty shall apply only to the Products used and maintained in accordance with the guideline given by GEMALTO, and shall not be applicable in the following event:

- the damage to the Products due to any negligence, wilful misconduct, misuse of the Products by the Customer, any third party or the end-user of the Products, or any physical damage resulting from human factors;
- any combination of the Products with equipment, materiel, products or systems not furnished, nor specifically recommended by GEMALTO ;
- any modification of the Products performed by others but GEMALTO;
- technical maintenance or interventions on the Products other than those deemed necessary by GEMALTO;
- malfunction or defects caused by the use of any application not approved by GEMALTO on the Products; or
- normal wear and tear of the Products.

9.4 GEMALTO does not and shall not warrant that the Products will be resistant to all possible security attacks and shall not incur, and disclaims, any liability in this respect. Even if each Product is compliant with current security standards in force on the date of their design, CUSTOMER acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of

明进行使用或维护的产品，并不适用于下列情况：

- 因客户、任何第三人或产品最终用户的疏忽、故意破坏或错误使用所致之损坏，或人为因素导致产品的物理损伤；
- 与非由金雅拓提供或未经金雅拓特别认可之设备、材料、系统结合使用；
- 金雅拓以外的任何第三方对产品进行修改；
- 对产品进行金雅拓认为不必要的技术维修和改动；
- 在产品上使用未经金雅拓认可的第三方应用程序而引起的故障或产品损坏；
- 产品正常损耗。

9.4 金雅拓不能也不应当保证产品能禁得住任何攻击，并在此方面不承担并拒绝承担任何责任。即使产品在设计时符合当时有效的安全标准，客户也认同，根据安全方面的技术发展水平，特别是新攻击不断产生的情况下，安全机制的抵抗力也必须逐步提升。在任何情况下，特别是发生对含有产品的系统或设备有效攻击的事件时，金雅拓均不为任何第三方

new attacks. Under no circumstances, shall GEMALTO be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems or equipments incorporating the Products.

9.5 The warranty in this clause and the rights and remedies of the Customer hereunder are exclusive and in lieu of and the Customer hereby expressly waives any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to any defects in or failures of the Products. In particular, GEMALTO does not warrant that the Products will be resistant to all possible efforts to defeat or disable its functions, including its security mechanisms, and GEMALTO shall not incur, and disclaims, any liability in this respect.

10. LIABILITY

10.1 To the maximum extent permitted by applicable law, GEMALTO or its suppliers, agents or distributors shall not be, in any case whatsoever, liable for any indirect, special, consequential or incidental damages, loss of revenue, loss of profit or loss of use, loss of data incurred or suffered by the Customer or any third party arising out of in connection with the Contract even if GEMALTO was advised of the possibility of such damages. The Customer shall defend, indemnify, and hold GEMALTO harmless from and against any claim based on such damage, loss or cost.

的诉讼或主张承担任何责任。

9.5 本条款下的保证及合同下客户的权利和救济为排他性的，客户明确放弃其他的与产品瑕疵或故障有关的、法律明示或默认为其他形式的保证、权利或救济。金雅拓特别表示不做以下保证，即产品可以禁得住任何企图阻止或破坏其功能（包括其安全机制）的攻击。对此，金雅拓不承担并拒绝承担任何责任。

10 责任

10.1 在适用法律最大许可的限度内，金雅拓或其供应商、代理或分销商在任何情形下不应当就客户或任何第三方因合同产生的或与合同相关的任何间接的、特殊的、结果性的或意外产生的损害、收入损失、利润损失、使用损失或数据丢失而承担任何责任，即使金雅拓已经被告知发生该等损害或损失的可能性。对于基于该等损害、损失或费用的索赔，客户应当为金雅拓进行抗辩、赔偿金雅拓并保证其不受损害。

<p>Under no circumstances shall GEMALTO be liable to CUSTOMER for any damages resulting from or arising out of any illegal or fraudulent use of the Products by CUSTOMER, any third party or the end-user.</p>	<p>由于客户、第三方或最终用户对产品的违法或欺诈性使用而造成的损害，金雅拓在任何情况下均不承担责任。</p>
<p>10.2 Notwithstanding any provisions to the contrary under this Contract, the aggregate liability of GEMALTO or its suppliers, agents or distributors under this Contract, regardless under what legal theory the liability arises, shall not exceed the lesser of (i) the price of the Order giving rise to the liability, or (ii) the total price actually paid to GEMALTO under the Contract during the six (6) months preceding the event leading to the liability.</p>	<p>10.2 无论合同是否另有相反约定，金雅拓或其供应商、代理或分销商在本合同下的全部责任，无论该责任基于何种法律理论产生，最大不超过（i）引起责任的订单价格或（ii）在导致责任的事件发生前六（6）个月内客户根据合同向金雅拓实际支付的总价款，以上述数额较小者为准。</p>
<p>11. FORCE MAJEURE</p>	<p>11 不可抗力</p>
<p>11.1 GEMALTO shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure.</p>	<p>11.1 金雅拓对合同项下任何义务的履行系因不可抗力的原因而被部分或全部迟延或阻止，则不构成违约。</p>
<p>11.2 "Force Majeure" shall mean any event beyond the reasonable control of GEMALTO such as, without limitation: governmental decision, embargo, war, hostilities, act of the public enemy, terrorist attacks anywhere in the world, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at GEMALTO or its suppliers or subcontractors), lock-</p>	<p>11.2 “不可抗力”是指金雅拓不能合理控制的任何事件，包括但不限于：政府决策、禁运、战争、敌对行动、公敌行为、世界任何地方的恐怖袭击、内乱、破坏活动、火灾、洪水、爆炸、流行病、检疫限制、扰乱日常所需资源（包括但不限于电力、水、燃料及类似资源）供给、罢工（无论发生在金雅拓或其供应商或分包商）、停工或工潮、供应商或分包商因本文所述不可抗力导</p>

<p>out and labour disturbances, delay from a supplier or subcontractor facing a case of force majeure as defined herein.</p>	<p>致的迟延。</p>
<p>11.3 In case of Force Majeure, GEMALTO shall give notice of the event to the Customer and the time schedule for the performance of the Contract shall be automatically extended by the period of time as reasonably necessary for GEMALTO to overcome the consequences of such event.</p>	<p>11.3 如发生不可抗力，金雅拓应当将该等事件通知客户，且合同履行期应当自动延长，该等延长期限应为金雅拓克服该等事件后果所合理需要的时间。</p>
<p>11.4 If the performance in whole or part of any GEMALTO's obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, GEMALTO may at any time without further liability to the Customer, request termination of the Contract or any part thereof. The Parties will then try to establish by mutual agreement a liquidation settlement, failing which the provisions of Article 14 shall apply. However, Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.</p>	<p>11.4 如因不可抗力，金雅拓的全部或部分义务迟延履行或不能履行的期限超过三（3）个月，金雅拓可以在任何时间向客户请求全部或部分终止合同，且不对客户产生进一步责任。双方届时将尽量达成协议，如未能达成协议，应适用第 14 条约定。但是任何一方任何到期或将到期的款项的支付不得以不可抗力为由而迟延或不履行。</p>
<p>12. RE-EXPORTATION</p> <p>Should the Products be subject to export restrictions, the Customer hereby undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the Products (including supplies and spares delivered in connection with the after sales support), documentation, operating manuals and information in any way whatsoever related to the Products,</p>	<p>12 再出口</p> <p>如产品受到出口限制，客户在此承诺，未经金雅拓或有关主管部门事先书面同意，在任何情况下，无论是否有偿，无论暂时或永久，均不会向任何第三方销售、出借或交付产品（包括售后支持相关的货物和备用品）、文件、与产品有关的操作手册和信息。</p>

without the prior written consent of GEMALTO or the relevant competent authorities.

13 INTELLECTUAL PROPERTY, CONFIDENTIALITY AND INFRINGEMENT

13.1 Except for the applications provided by the Customer, all intellectual property rights pertaining to the Products and derivatives thereof, are and shall remain the sole property of GEMALTO or its licensors. Except as expressly provided in the Contract, no right, title or interest with respect to the Products or any GEMALTO intellectual property is granted to the Customer, and all rights not expressly granted to the Customer in the Contract are reserved to GEMALTO or its licensors.

13.2 The information and data (hereafter the "Information") contained in any document or support supplied by GEMALTO under the Contract shall remain GEMALTO's exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) attached thereto. The Customer shall not make any use of the Information other than for the purpose of the Contract. The Customer shall keep the Information in strict confidence and shall not disclose any of the Information to any other person than the Customer's employees who need to know such Information for the purpose of the Contract. Any other disclosure shall be subject to GEMALTO's prior written

13 知识产权，保密和侵权

13.1 除客户提供的应用程序外，产品及其衍生的一切知识产权均属于金雅拓或其许可方。除合同明确授权外，产品相关的或任何金雅拓知识产权有关的任何权利、所有权或权益均未授权客户使用，合同未明确授权的所有权益仍属于金雅拓。

13.2 金雅拓在合同下提供的任何文件或支持中的信息或数据（以下简称“信息”）应和附于信息上的所有知识产权一起属于金雅拓专有。客户不得将该类信息用于合同约定以外的任何目的。客户对该信息应当严格保密，除为合同约定之目的需知情的员工之外，不得向其他任何人披露信息。其它任何形式的披露都应取得金雅拓事前的书面同意。

approval.

13.3 GEMALTO shall hold harmless and protect the Customer against any and all claims which might be based on the alleged infringement of intellectual property rights in the agreed territory as a consequence of the use by the Customer of the Products in accordance with the Contract, provided that the Customer shall promptly notify GEMALTO in writing of such claim, that the Customer shall provide all information and assistance as requested by GEMALTO concerning the claim, that the Customer shall grant GEMALTO the sole authority to defend or settle the claim and that the Customer shall refrain from making any admission, declaration or arrangement with the third party that raising such claim.

The foregoing obligations shall not cover the Products for which GEMALTO has not obtained a similar warranty from its supplier(s), and shall not apply to any infringement that is due to the association or combination of the Products with any other article, software, hardware, apparatus or device, or to the Products made with designs supplied by the Customer.

13.4 Should a court or an arbitrator finally establish that there has been a intellectual property rights infringement or should GEMALTO consider that the Products could be the subject of a claim or suit for infringement, GEMALTO may choose at its option one of the following solutions:

13.3 若客户依据**合同**在约定地域内使用**产品**而受到第三人关于知识产权侵权的指控，金雅拓应保护客户，使其免受损害。前提是客户应立即以书面形式就任何该类索赔通知金雅拓，就该索赔提供金雅拓要求的所有信息与协助，并授予金雅拓全权处理与索赔有关的事宜，且不在此类索赔中向该第三方的要求做出认可、声明或和解等安排。

金雅拓上述责任不包括金雅拓未从其供应商处获得类似保证的**产品**，也不适用于因客户将**产品**与其它物件、工具或器具联结或结合而导致的侵权，或根据客户设计而提供的**产品**导致的侵权。

13.4 如果法院或仲裁员最终判定存在知识产权侵权，或金雅拓认为**产品**可能成为知识产权侵权索赔或侵权之诉的标的，金雅拓可以自行选择下述一项解决方案：

- 为客户获得继续使用**产品**的权利；
- 以同等产品替代侵权**产品**；

<ul style="list-style-type: none"> ▪ to obtain the right for the Customer to continue using the Products, ▪ to substitute equivalent products for the infringing Products, ▪ to modify infringing Products so as to eliminate the infringement. 	<ul style="list-style-type: none"> ▪ 修改侵权产品以消除侵权。
<p>13.5 Subject to Article 10, the foregoing states the entire liability and warranty of GEMALTO with respect to the infringement of any patent or of any intellectual property right by the Products or any part thereof.</p>	<p>13.5 在遵守第 10 条责任限制的前提下，以上约定是产品或其部分侵犯专利或其它任何知识产权时金雅拓的全部责任。</p>
<p>13.6 The Customer on its part warrants that any design or instructions furnished or given by it shall not be such as will cause GEMALTO to infringe any intellectual property rights in the performance of the Contract. The Customer shall, in this respect, hold harmless and protect GEMALTO in the same way as provided under sub-Articles 13.3 and 13.4.</p>	<p>13.6 客户保证，客户提供的任何设计或说明不应导致金雅拓在履行合同时侵犯任何知识产权。在此方面，客户应当以第 13.3 条和第 13.4 条约定的相同方式保护金雅拓，并使其免受损害。</p>
<p>14. APPLICABLE LAW AND SETTLEMENT OF DISPUTES</p>	<p>14 适用法律和争议的解决</p>
<p>The Proposal and the Contract shall be governed by and construed in accordance with the laws of the country/region where GEMALTO has its registered address.</p>	<p>报价及合同应受金雅拓注册地所在国或地区法律管辖并依其解释。</p>
<p>Any and all disputes between the parties arising out of or in connection with the Proposal and/or the Contract, which the parties are unable to amicably resolve, shall be submitted to the exclusive jurisdictions of the competent courts in the place where GEMALTO has its registered address.</p>	<p>因报价或合同产生的或与之相关的任何争议，双方若不能友好协商解决，应提交给金雅拓注册地有管辖权的法院解决，该法院具有排他性司法管辖权。</p>

15. ASSIGNMENT

Neither GEMALTO nor the Customer shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld) assign to any third party the Contract or any part thereof, except that GEMALTO shall be entitled to assign the Contract or any part thereof to (i) any affiliated and sister company and, in particular, any monies due and payable to it under the Contract (ii) any third party in connection with a merger, sale of substantially all of GEMALTO's assets or a change of control.

15 转让

在未获得对方事先书面明确同意（该等同意不应无理拒绝）的情况下，金雅拓或客户不得向第三方转让合同或合同的任何部分，但是，金雅拓有权向下述各方转让合同或合同任何部分（i）任何关联方或姐妹公司，尤其可转让合同项下对其应付的到期款项（ii）合并、出售几乎全部金雅拓财产或控制权变更有关的任何第三方。