合同编号/Contract Number：[***]

购销合同
Purchase and Sales Contract

本**购销合同**（"**本合同**"）由以下双方于 202___年___月___日（"**生效日**"）签订：
This **Purchase and Sales Contract** (the "**Contract**") was made by the following two parties on this day of _____, 202___ (the "**Effective Date**")

1) **卖方：宜大（无锡）科技有限公司**，一家依据中华人民共和国（"**中国**"）法律注册并成立的有限责任公司，注册地址位于无锡市新吴区裕安路 10 号
Seller: IDAH (Wuxi) Technology Co., Ltd. a limited liability company registered and incorporated in accordance with laws of the People's Republic of China (the "**China**"), with its registered address at Yu'an 10th Road, Xinwu District, Wuxi City, China

2) **买方：[***]**，一家依中国法律注册并成立的有限责任公司，注册地址位于[***]。
Buyer: [***], a limited liability company registered and incorporated in accordance with laws of China, with its registered address at [***].

卖方和买方以下合称为"双方"，单称为"一方"。
The Seller and the Buyer are hereinafter referred to collectively as the "Parties" and individually as a "Party" to this Contract.

买卖双方在平等、自愿、协商一致的基础上，就产品买卖事宜达成合同如下：
On an equal and voluntary basis, through mutual agreement, Seller and Buyer hereby enter into the following agreements regarding the purchase and sales of the Products:

1. 产品和产品规格
Product and Product Specifications

依据本合同的条款和条件，买方同意从卖方购买，且卖方同意向买方出售附件 A 所列产品（"**产品**"），产品应当符合附件 B 所规定的产品规格。
Upon the terms and conditions contained herein, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the products listed in SCHEDULE A (the "**Products**") in conformity to the Specifications as set forth in SCHEDULE B hereof.

2. 价格
Price

2.1 买方应当按照附件 A 中规定的价格向卖方支付购买产品的货款（"**货款**"）。
Buyer shall pay Seller the prices specified in SCHEDULE A hereof for the purchase of Products (the "**Price**").

2.2 卖方保留在交付前随时通知买方提高产品货款的权利，以反映由于以下原因导致卖方产品成本的增加：
Seller reserves the right to increase the Price of Products, by giving notice to Buyer at any time before delivery, to reflect any increase in the cost of Products to Seller that is due to:

(1) 卖方无法控制的任何因素（包括税费的增加等）；
any factor beyond the control of Seller (including increases in taxes, etc.,);

(2) 买方要求改变交付日期、订购产品的数量、型号或规格；或
any request by Buyer to change the date(s) of delivery, quantities, models or specification of Products ordered; or

(3) 买方因有关产品交付的信息或指示不充分或不准确而造成的任何延误，如滞留费，等。
any delay by Buyer caused by inadequate or inaccurate information or instructions in respect of the delivery of Products, e.g., detention charges.

3. 付款条件
Payment Terms

买方应当按照如下规定将产品的货款支付到卖方指定的银行账户：
Buyer shall pay the Price to the bank account designated by Seller as follows:

3.1 **首期款**：总货款的 30%，由买方在本合同签订时支付。双方确认，在未收到首期款前，卖方有权随时单方解除本合同。
Down Payment: 30% of total Price, which shall be paid by Buyer upon the signing of this Contract. Both Parties acknowledge that Seller may unilaterally terminate this Contract at any time prior to its receipt of the Down Payment.

3.2 **提货款**：总货款的 60%，由买方在本合同规定的交付日期的五（5）个工作日之前支付。卖方未全额收到提货款的，卖方无义务发货。
Shipment Payment: 60% of the total Price, which shall be paid by Buyer at least five (5) working days prior to the Time of Delivery stipulated hereunder. Seller has no obligation to ship the Product before its receipt of the Shipment Payment in full.

3.3 **尾款**：总货款的 10%，由买方在产品保修期届满后的五（5）个工作日内支付（扣除双方已经确认的保修索赔）。若届时有双方尚未解决的索赔的，则买方应将无争议部分的尾款（若有）先行支付给卖方。
Final Payment: 10% of the total Price, which shall be paid by Buyer within five (5) working days after the expiration of the Warranty Period, after deducting any warranty claims that the Parties had agreed. If there is any unsettled warranty claims, Buyer shall pay the undisputed portion of the Final Payment (if any) to Seller.

3.4 若买方在合同约定的交付日期后九十(90)天内仍未支付提货款的，卖方有权解除本合同并没收首期款并依法要求买方赔偿其他损失。
If Buyer fails to pay the Shipment Payment within ninety (90) days after the Time of Delivery hereunder, Seller shall have the right to terminate this Contract and confiscate the Down Payment, and claim against Buyer for compensating other losses.

4. 交付和灭失风险 Delivery and Risk of Loss

4.1 卖方应在本款规定的交付日期或之前在交付地点将产品交付给买方，但是卖方交付产品以买方完成本合同第 3.2 条规定的货款支付义务为前提。
Seller shall deliver the Products to the Place of Delivery no later than the Date of Delivery as specified in this Clause 4, provided that Buyer has fulfilled its Price payment obligations under Clause 3.2 hereof.

交付日期 Time of Delivery	
交付地点 Place of Delivery	

4.2 产品毁损、灭失的风险应在卖方将产品交付至交付地点时由卖方转移给买方。
The risk of loss or destruction of the Products shall pass from Seller to Buyer upon delivery of the Products by Seller to the Place of Delivery.

5. 检验和索赔 Inspection and Claim

5.1 买方应在产品于交付地点交付后【十（10）个工作日】内对产品进行检验。如果检验时，发现产品有任何短缺、损坏或与产品规格不符（统称“**不合格**”）的情形，买方应在产品于交付地点交付后【十五（15）个工作日】内，向卖方提交一份详细报告描述不合格的情形，说明受影响的产品并且附上相关文件证明该等主张。
Buyer shall conduct an inspection of the Products within [ten (10) working days] after the Products are delivered to the Place of Delivery. If any shortage, damage or discrepancy of Specifications in respect of the Products (“Damage”) is found during the inspection, Buyer shall within [fifteen (15) working days] after delivery thereof to the Place of Delivery submit to Seller a detailed report describing the Damage, specifying the affected Products and appending related documentation supporting the claim.

5.2 如果在检验中发现完全由卖方的过错造成的任何不合格情形，则卖方应自行决定：（i）贷记或退还买方就不合格产品所支付的货款；或者（ii）自费补充、更换或修理该等不合格产品。
If any Damage, caused solely by Seller, is found during the inspection, then Seller shall, at its sole option, either (i) credit or refund the price paid by Buyer for the damaged Products; or (ii) supplement, replace or repair such damaged Products at Seller’s own expense.

5.3 如果任何不合格的情形非因卖方的过错造成，卖方应补充、修理或更换该等产品，该等费用由买方承担。
If any Damage is not due to Seller's fault, Seller shall supplement, repair or replace those Products at Buyer's expense.

5.4 对产品不合格负有责任的一方同时应承担与不合格产品以及补充、更换或修理产品的仓储、运输和保险有关的全部费用。
The Party responsible for the Damage shall also be responsible for all expenses related to storage, shipping and insurance of the damaged Products, as well as supplemental, replacement or repairment of Products.

5.5 如果卖方对买方按照第 5.2 条提出的索赔有异议，卖方应在收到买方的索赔通知后十（10）个工作日内说明异议原因。双方应在卖方发出异议通知后三十（30）日内尽最大努力解决分歧。
If Seller disagrees with Buyer's claims under Clause 5.2, Seller shall within ten (10) working days after the receipt of Buyer's claim notice provide the reasons for its disagreement. Both Parties shall use their best efforts to resolve the disagreement within thirty (30) days after the date of Seller's notice of disagreement.

5.6 如果买方未能在上述第 5.1 条所载的约定期限内对产品进行检验，则应视为买方已放弃按照第 5 条就产品不合格提出索赔的所有权利。
In the event Buyer fails to conduct an inspection of any Products within the agreed period set out in Clause 5.1 above, then Buyer shall be deemed to have waived all rights to claim for Damage to Products under this Clause 5.

5.7 买方就产品不合格提出的所有索赔应完全、排他地按照本合同第 5 条的规定处理。
All of Buyer's claims in respect of Damage of Products shall be handled solely and exclusively in accordance with the provisions of this Clause 5.

6. 安装和验收
Installation and Acceptance

[注意/Note: 以下条款适用于买方提供产品安装/below terms are applicable for Buyer's offering installation of Products]

6.1 除非本合同另有规定，否则买方应负责产品的所有安装及其所有费用。
Unless otherwise specified herein, Buyer shall be responsible for arrangement of all installation of the Products and all costs thereof.

6.2 买方还证明他们具有修理产品所需的技能和知识，或已与具备此类知识和技能的专业人员签订合同。买方可要求卖方就所提供部件的安装提出建议。这项服务可能会产生额外费用，服务价格将在此类工作开始前由双方商定。

Buyer also certifies that they have the necessary skills and knowledge to repair Products, or have contracted with professionals that exhibit such knowledge and skill. Buyer may request Seller to advise on installation of provided components. This service may incur additional charge, price to be agreed upon prior to commencement of such work..

6.3 产品的验收测试应在安装后立即开始，并且依照本合同附件 B 产品规格进行。
The acceptance test for the Products shall commence immediately after installation and be conducted in accordance with the Specifications as set forth in SCHEDULE B hereof.

6.4 如果产品与产品规格相符但存在不妨碍产品使用的微小缺陷，则该等产品应视为已经完成验收并且可以投入运行。
If the Products meet the Specifications, but have minor defects that do not interfere with the use of the Products, then such Products shall be deemed to have passed inspection and ready for operation.

7. 保证 Warranty

7.1 卖方明确保证，自产品验收测试合格之日起一（1）年内或自产品交付之日起十八（18）个月内，取先发生者为准（“**保修期**”），卖方在本合同项下向买方提供的产品应符合产品规格，不存在材料或工艺缺陷。买方应及时以书面形式通知卖方在保修期内发现的任何缺陷。对于在保修期内发现的任何缺陷，卖方可自行选择并自担费用在买方所在地修理或更换任何有缺陷的产品，或者卖方可要求买方将声称有缺陷的产品运送到卖方指定的地点。该等维修或更换应是买方对有缺陷的产品或其任何部分的唯一和专有的补救措施。对于买方未经卖方事先书面授权而擅自进行的任何维修或更换，或在保修期结束后发现的任何缺陷，卖方并不负责且不承担任何责任。
Seller expressly warrants that the Products provided by Seller under this Contract shall comply with the Specifications and be free from any defects in material or workmanship for a period of one (1) year from the date of acceptance test of the Product or eighteen (18) months from the delivery of the Products (the “**Warranty Period**”). Buyer shall promptly notify Seller in writing of any alleged defects identified during the Warranty Period. For any defects discovered during the Warranty Period, Seller may repair or replace, at its sole option and expense, any defective Products at Buyer’s location, or Seller may request that Buyer deliver the allegedly defective Products to a location designated by Seller. Such repair or replacement shall be Buyer’s sole and exclusive remedy for defective Products or any part thereof. Seller shall not be responsible for and shall have no liability for any repairs or replacements by Buyer without Seller’s prior written authorization or any defects discovered after the expiration of the Warranty Period.

7.2 除本合同中明确规定的保证外，买方特此放弃且卖方特此明确声明不提供所有其他明示或默示的保证，且卖方代表其自身、其分包商和次级供应商声明不提供任何及所有默示的保证，包括但不限于关于适销性、适于特定用途、适应性、性能或产能的保证。任何其他对事实的承诺或确认均不构成卖方的保证，也不引起卖方的任何责任或义务。
Except for the warranties expressly set forth in this Contract, Buyer hereby waives and Seller hereby expressly disclaims all other warranties, express or implied, and Seller disclaims on behalf

of itself, its subcontractors and sub-suppliers any and all implied warranties, including, without limitation, warranties of merchantability, fitness for a specific purpose, suitability, performance or capacity. No other promise or affirmation of fact shall constitute a warranty of Seller or give rise to any liability or obligation on the part of Seller.

7.3 在以下情形下，卖方不承担本合同规定的任何质保义务：(i) 因正常磨损需要维修或更换任何产品，或因灾难或买方或任何第三方的过错或过失而需要全部或部分修理或更换任何产品，(ii)未经卖方事先书面同意擅自以任何方式修改任何产品，(iii)无论是买方还是任何第三方，都没有按照卖方的指示、预防措施或规格或标准行业惯例来使用、安装、维护或操作产品，(iv) 买方未能在保修期结束前及时向卖方发出书面通知，说明所购产品的所有声称存在的缺陷，或 (v) 买方未能保存并向卖方移交并允许卖方对所有声称存在缺陷的产品、零件或物品进行合理检查，以及进入产品观察其启动、操作和维护。
Seller shall have no obligation under any warranty set forth in this Contract in the event that (i) repair or replacement of any of the Products is required through normal wear and tear or necessitated in whole or in part by catastrophe or the fault or negligence of Buyer or any third party, (ii) any of the Products is modified in any manner without the prior written consent of Seller, (iii) the Product is not used, installed, maintained or operated in accordance with Seller's instructions, precautions or specifications or standard industry practices, whether by Buyer or any third party, (iv) Buyer fails to give prompt written notice to Seller before the end of the Warranty Period specifying all alleged defects in the Products purchased, or (v) Buyer fails to preserve and turn over to Seller and permit reasonable inspection by Seller of all allegedly defective Product, parts or items and access to the Product to observe its startup, operation and maintenance.

7.4 买方就产品缺陷的所有主张均应完全依照本合同第 7 条的规定处理。
All of Buyer's claims in respect of defects of Products shall be handled solely in accordance with the provisions of this Clause 7.

8. 责任限制
Limitation of Liability

8.1 在任何情况下，卖方或其分包商或次级供应商均不对买方因本合同或本合同规定的交易而产生或与之相关的任何附带的、特殊的、惩戒性的、间接的、惩罚性的或后果性的损害赔偿（包括但不限于商业利润或业务中断的损失、生产设施或设备的使用损失、产品召回成本、工厂停工、产品、化学品、饲料或原料的损坏或损失、收入或利润的损失、或因依赖产品或服务的性能或不履行而进行的采购或合同项下的损失，无论是由买方或任何第三方遭受或发生的，或是因买方、其员工或代理或任何第三方的单独或共同过失而引起的任何损失或损害）负责或承担责任，即使卖方已被告知有可能发生该等损害赔偿。
In no event shall Seller or its subcontractors or sub-suppliers be liable or responsible to Buyer for any incidental, special, exemplary, indirect, punitive or consequential damages (including, without limitation, damages for loss of business profits or business interruption, loss of use of productive facilities or equipment, costs of product recall, plant downtime, damage to or loss of product, chemicals, feedstock or raw materials, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Products or services, whether suffered or incurred by Buyer or any third party or for any loss or damage arising out of

the sole or contributory negligence of Buyer, its employees or agents or any third party) arising out of or related to this Contract or the transactions contemplated therein, even if Seller shall have been advised of the possibility of such damages.

8.2 买方同意，针对卖方判定的所有损害赔偿，无论其所依据的诉因的性质如何，均不得超过买方支付的与该等损害赔偿有关的产品的购买价格。
Buyer agrees that all damages awarded against Seller, regardless of the nature of the cause of action on which the award is based, shall not exceed the purchase price of the Products paid for by Buyer to which the damages relate.

8.3 如果买方根据任何欺诈或民事侵权理论提出任何索赔，以规避本合同规定的限制和免责声明，并且未能就这些索赔胜诉，买方特此同意偿还和赔偿卖方在为该等索赔进行抗辩时产生的所有费用和成本（包括但不限于律师费）。
To the extent that Buyer makes any claim under any fraud or tort theory for the purpose of circumventing the limitations and disclaimers set forth herein and is unsuccessful in prevailing on those claims, Buyer hereby agrees to reimburse and indemnify Seller for all expenses and costs (including, but not limited to, attorneys' fees) incurred by Seller in defending such claim.

8.4 对于买方因卖方提供给买方的非本合同项下由卖方提供给买方的产品有关的任何图纸或规格而产生或遭受的任何损害、损失、费用或开支，卖方概不承担任何责任或义务。
Seller shall have no liability or responsibility whatsoever for any damages, losses, costs or expenses incurred or suffered by Buyer in connection with any drawings or specifications provided to Buyer by Seller for Product which is not supplied to Buyer by Seller under the Contract.

9. 保密信息和知识产权
Confidential Information and Intellectual Property

9.1 卖方的所有保密信息均应属于卖方或其分包商或次级供应商各自的专有和保密财产，买方只能用于本合同涵盖的工程和产品，不得用于任何其他目的。只有在买方将本第 9 条规定的所有保密义务纳入与买方的代理和代表的协议后，才能向买方的该等代理和代表展示或以其他方式提供该等保密信息。“**保密信息**”是指报价单、本合同以及所有图纸、笔记本、设计、计划、工艺、操作数据、规范、专有信息、商业秘密、知识产权和其他工程或技术信息或数据，包括但不限于：卖方或卖方的任何关联方、分包商或次级供应商向买方提供的与产品和/或服务有关的设计工作，无论该等信息是否注明保密。
All of Seller's Confidential Information shall remain the proprietary and confidential property of Seller or its subcontractor or sub-supplier, respectively, and shall be used by Buyer only with respect to the work and Products covered by the Contract and shall not be used by Buyer in connection with any other project. Such Confidential Information may only be shown or otherwise made available to Buyer's agents and representatives upon Buyer incorporating all of the confidentiality obligations set forth in this Clause 9 into an agreement with such agents and representatives. "**Confidential Information**" means the quotation, the Contract and all drawings, notebooks, designs, plans, processes, operating data, specifications, proprietary information, trade secrets, intellectual property, and other engineering or technical information or data, including, but not limited to, the engineering design work relating to the Products and/or services, that are

provided to Buyer by Seller or any of Seller's affiliates, subcontractors or sub-suppliers, regardless they are marked as confidential or not.

9.2 未经卖方事先书面同意，买方不得、也不得允许其任何员工或代理，对在买方控制下的产品进行逆向工程、测量或其他技术检查或测试。买方如认为必须向其员工披露任何保密信息的，应仅向为产品进行工厂设计、安装、操作、维护和维修而有必要了解该等保密信息的其员工披露该等保密信息。在卖方要求下，买方应归还在其掌握下的所有保密信息。
Neither Buyer itself shall, nor shall Buyer permit any of its employees or agents to, reverse engineer, measure or otherwise technically examine or test the Products which are within Buyer's control without Seller's prior written consent. Any such Confidential Information which Buyer determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for the plant design, installation, operation, maintenance, and repair of the Products. Buyer shall return all Confidential Information in its possession at Seller's request.

9.3 凡是根据本合同给予或提供给买方的或者买方从产品或服务中获得的所有知识产权，均应属于卖方或其分包商和（或）次级供应商各自的专有财产。"**知识产权**"是指任何知识产权，包括但不限于任何专利、商标、版权、商业秘密、专有技术以及对其进行的任何改进或衍生产品。
All Intellectual Property given or made available to Buyer under the Contract obtained by Buyer from the Products or services shall remain the exclusive property of Seller or its subcontractor and/or sub-supplier, respectively. "**Intellectual Property**" means any intellectual property, including, but not limited to, any patent, trademark, copyright, trade secret, know-how, as well as any improvement thereto or derivative thereof.

10. 安全
Safety

10.1 买方应使用、培训并要求其员工和代理人使用所有适用法律、法规、规章、规范和标准规定的以及卖方提供的任何操作和维护手册和说明书中规定的所有安全装置、防护装置和适当的安全操作和维护程序。买方不得拆除或修改任何安全装置、防护装置或警告标志。如果买方未能遵守前两句中规定的与任何产品有关的任何义务，则卖方不承担因此类故障造成的任何人身伤害、死亡或财产损失的责任。对于因将产品用于合同中未规定的材料或产品，或使用未经卖方特别书面授权的替换部件，或因买方未经卖方书面授权对产品进行更改而造成的任何人身伤害、死亡或财产损失，卖方概不负责。如果合同条款不要求卖方安装和调试产品，买方应全权负责产品的所有健康和安全方面的操作、培训和验证，卖方不承担安装或调试直接或间接引起的任何索赔、责任、损失和义务。
Buyer shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any safety device, guard or warning sign. If Buyer fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Product, Seller shall not be liable for any bodily injury, death or property damage arising from such failure. Seller shall not be liable for any bodily injury, death or property damage due to use of the Product for materials or products not specified in the

Contract or use of replacement parts not specifically authorized in writing by Seller or due to changes in the Product made by Buyer without Seller's written authorization. If the terms of the Contract do not require Seller to install and commission the Product, Buyer shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Product, and Seller shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.

10.2 买方应为出于任何目的（包括但不限于提供调试、安装、维护或修理产品的服务和咨询服务）而出现在买方设施的任何卖方员工或代表提供关于适用于买方设施的所有安全装置、防护装置和适当的安全操作和维护程序的充分培训；安全的环境；以及买方设施所需的所有必要个人防护设备。如果卖方、其员工或代表因买方未能适当、充分地提供上述内容而遭受损失，买方应承担此类损失。

Buyer shall provide any Seller employee or representative who is present at Buyer's facility(ies) for any purpose (including without limitation providing the services, advisory services for commissioning, installing, maintaining, or repairing the Product) with adequate training regarding all safety devices, guards and proper safe operating and maintenance procedures applicable to the Buyer's facility(ies); a safe environment; and all necessary personal protective equipment necessary to be present at Buyer's facility(ies). If Seller, its employees, or representatives incurs a loss due to Buyer's failure to appropriately and adequately provide the foregoing, Buyer shall be liable for such loss.

10.3 卖方员工和代表的安全是最重要的。如果卖方或其员工或代表确定买方没有适当的最低安全要求，卖方保留自行决定拒绝进入或参与在买方设施的任何工作（包括提供服务）的绝对权利。卖方将评估的最低安全要求包括但不限于：正确设计、测试和运行的喷水灭火系统；在发生紧急情况时，从榨取区域适当出入；记录员工关于溶剂风险和紧急消防系统使用的培训；方便获得的消防设备，包括充足的供水和消防软管；以防止在电源故障的情况下出现过压的适当系统；以及包括适当的排水沟和撇渣坑的泄漏管理系统。买方同意向卖方提供卖方要求的任何和所有最低安全要求文件，并及时解决卖方发现的任何最低安全要求问题。

The safety of Seller's employees and representatives is of the highest importance. Seller reserves the absolute right, in its sole discretion, to refuse to enter onto or participate in any work at Buyer's facility(ies), including providing the services, if Seller or its employees or representatives determine that Buyer does not have appropriate minimum safety requirements in place. Minimum safety requirements that Seller will evaluate include, but are not limited to: a properly designed, tested, and functioning sprinkler system; proper access and exits from the extraction area in the event of emergency; documented employee training on solvent risks and emergency fire system use; easily accessible fire equipment, including sufficient water supply and fire hoses; appropriate systems to prevent over-pressure in the event of power failures; and a spill management system including appropriate drains and a skim pit. Buyer agrees to provide Seller any and all minimum safety requirement documentation requested by Seller and to promptly address any minimum safety requirement concerns identified by Seller.

11. 不可抗力
Force Majeure

11.1 对本合同项下各自的任何义务（付款义务除外）的任何迟延或者不能履行，卖方对买方不承担责任，买方对卖方亦不承担责任，只要该等迟延或者不能履行是由一个或多个不可抗力事件所造成或导致，且卖方或买方已经及时按本合同诚实信用和勤勉尽职地工作以便履行该等义务，双方理解该方履行勤勉尽职也无法避免该等事件的不利后果。为本条之目的，“不可抗力”系指指不能预见、不能避免且不能克服的客观事件，包括但不限于地震、火山爆发、雷击、洪水、自然火灾、海啸、台风、恐怖袭击、战争、罢工、内乱、疫病、疫情、新冠疫情影响以及其造成的业务中断和相关的政府防疫规定和要求。

Seller shall not be liable to Buyer, nor Buyer to Seller, for any delay or failure in the performance of any of its respective obligations (except payment obligations) under this Contract to the extent such delay or failure shall be caused by or result from one or more events of Force Majeure, provided, that Seller or Buyer, as the case may be, has worked in good faith and exercised due diligence to perform such obligations on a timely basis in accordance with this Contract, it being understood that such Party could not have prevented the prejudicial consequences of such event even when exercising due diligence. For the purposes hereof, the term “**Force Majeure**” shall mean any events that are unforeseeable, unavoidable and insurmountable, including, without limitation, earthquakes, volcanic eruptions, thunder strikes, floods, fire, tsunami, typhoon, terrorist attacks, war, strikes, civil unrest, epidemic, pandemic, COVID-19 impact and business disruption caused by it and related orders or requirement by governmental authorities for disease control.

11.2 如果任一方因不可抗力原因而不能履行本合同，则履行本合同的时间应延长相当于该事由影响的时间，且双方本合同项下的义务和权利应延长相当于该事由影响的时间。受阻一方应在发生不可抗力后最短可能时间内通知另一方。如果一个不可抗力事件的影响持续九十（90）日以上，合同双方应尽快通过友好协商以确定对本合同的进一步履行。如果任何一方认为该种协商不可行，或断定协商没有任何进展，则其可以通过向另一方发出三十（30）日事先书面通知终止本合同。

If either of the Parties is prevented from performing the Contract by cause of Force Majeure, the time for performance of the Contract shall be extended by a period equal to the effect of such cause, and the obligations and rights of both Parties under this Contract shall be postponed by a period equal to the effect of such cause. The prevented Party shall notify the other Party within the shortest possible time of the occurrence of the Force Majeure. Should the effect of a Force Majeure continue more than ninety (90) consecutive days, both Parties shall settle the further performance of the Contract through friendly negotiations as soon as possible. If either Party believes that such negotiation is impracticable or determines that negotiation does not make any progress, it may terminate this Contract upon thirty (30) days prior written notice to the other Party.

12. 转让 Assignment

未经卖方事先书面同意，买方不得转让其在本合同项下的任何权利或职责。

Buyer cannot assign any of its rights or duties under the Contract without Buyer’s prior written consent.

13. 弃权，修正，修改 Waiver, Amendment, Modification

任何对本合同的弃权、修正或其他修改必须以书面形式书就且经合同双方授权代表签署后生效。
Any waiver, amendment or other modification of this Contract shall not be effective unless signed by authorized representatives of both Parties in writing.

14. 可分割性
Severability

如果本合同任何条款被确定非法或不可强制执行，则该等非法或不可强制执行不得影响本合同的其他条款的有效性，且本合同应以不包括该非法或不可强制执行条款的方式解释。
If any provision of this Contract is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if the unlawful or unenforceable provision were not included herein.

15. 完整合同
Entire Contract

本合同与其附件共同构成合同双方之间就本合同标的完整协议，并取代和取消与本合同标的有关的任何之前的书面或口头的协议和非正式协定。
This Contract, together with its schedules, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

16. 管辖法律
Governing Law

本合同应依中华人民共和国法律解释和执行。
This Contract shall be construed and enforced in accordance with the laws of China.

17. 争议解决
Dispute Resolution

因本合同引起的或与本合同有关的任何争议，应提交上海国际经济贸易仲裁委员会，根据上海国际经济贸易仲裁委员会届时有效的仲裁规则进行仲裁。仲裁地点在上海。仲裁裁决应为终局并对双方均具有约束力。仲裁应以中文进行。
Any disputes arising from or in connection with this Contract shall be submitted to the Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with its arbitration rules in effect at the time of applying for arbitration. The arbitration shall take place in Shanghai. The arbitration award shall be final and binding upon both Parties. The language of the arbitral proceeding shall be Chinese.

18. 遵守制裁规定
Sanctions Compliance

18.1 买方在此向卖方声明并保证，根据本合同购买的产品仅用于相应采购订单上指定的最终目的地。买方承诺并保证，根据本合同购买的产品不得被转移、出口、再出口、运输或以其他方式交付至美国政府实施禁运的任何管辖区（截至本合同签署之日，包括克里米亚地区、乌克兰所谓的卢甘斯克人民共和国和顿涅茨克人民共和国、古巴、伊朗、朝鲜和叙利亚），卖方组织所在国政府实施禁运的任何管辖区，美国政府所封锁或制裁的任何方（相关被封锁或受制裁方名单可在 https://www.export.gov/csl-search 以及 https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/查阅）或卖方组织所在国政府所封锁或制裁的任何方。

The Buyer represents and warrants to the Seller that the Products purchased hereunder shall be used only in the end destination specified on the corresponding purchase order. The Buyer covenants and warrants to the Seller that the Products purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of Seller, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of Seller.

18.2 买方违反上述任何声明、保证和/或承诺，将使卖方有权立即终止本合同及卖方在本合同下的任何剩余义务。为避免疑问，卖方不得向美国政府实施禁运的任何管辖区、卖方组织所在国政府实施禁运的任何管辖区、美国政府封锁或制裁的任何方，或卖方组织所在国政府封锁或制裁的任何方出售产品、备件或更换零件，或提供服务（包括但不限于调试、保修和/或售后服务）。卖方拒绝这样做不应被视为违反其在本合同下的合同义务或承诺，也不应给予买方任何因违约而索赔的权利。

The Buyer's breach of any of the foregoing representations, warranties and/or covenants shall entitle the Seller to immediately terminate this Contract and any remaining obligations of Seller hereunder. For the avoidance of doubt, Seller may not sell products, spare or replacement parts, or provide services (including but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of the Seller, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of Seller. The Seller's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Buyer any right to make a claim for breach.

18.3 买方应进一步赔偿、保护并使卖方免受因买方未能遵守本合同下的声明、保证和/或承诺而产生的任何和所有损失、责任和损害，包括但不限于卖方律师费和相关费用。

The Buyer shall further indemnify, defend, and hold harmless the Seller from and against any and all losses, liabilities and damages arising from the Buyer's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to the Seller's attorneys' fees and expenses.

19. 语言和份数
Language and Counterparts

本合同以中文和英文同时签署，如果中文本和英文本之间有任何差异，应以中文本为准。本合同一式二份，双方各执一份，具有同等效力。
This Contract is executed in Chinese and English. If there is any discrepancy between the Chinese and English version, the Chinese version will govern. This Contract shall be executed in duplicate, with each Party holding one copy, equally authentic.

(下接签字页/Signature page follows)

鉴于此，卖方和买方已通过其各自合法授权的代表于生效日签署本合同。
IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

卖方：宜大（无锡）科技有限公司（盖章）
Seller: IDAH (Wuxi) Technology Co., Ltd. (company seal)

签名 By：
姓名 Name：
职务 Title：
电话/传真 phone number/fax number：159 0617 0930
开户银行 bank：交通银行股份有限公司无锡新区支行
银行账号 bank account：322006400130013634 62
邮政编码 postcode：320214

卖方：[ ]（盖章）
Seller: [ ] (company seal)

签名 By：
姓名 Name：
职务 Title：
电话/传真 phone number/fax number：
开户银行 bank：
银行账号 bank account：
邮政编码 postcode：

附件 A
产品
SCHEDULE A
PRODUCTS

产品名称 Product Name	规格型号 Specification and Model	数量 Quantity	计量单位 Unit of Measurement	单价（万元人民币） Unit Price (*in RMB 10,000s*)	总价（万元人民币） Price (*in RMB 10,000s*)
货款总额 Total Price：			（含[13]%增值税/including [13]% VAT）		

附件 B
产品规格
SCHEDULE B
PRODUCT SPECIFICATIONS

[详见产品规格/refer to Products Specifications]