

HARDWARE SALES TERMS

Version China 2019.7.15

These Hardware Sales Terms apply to any quote, order, and order acknowledgment, and any sale or delivery of hardware by KLA Corporation, One Technology Drive, Milpitas, California 95035 ("KLA") to any acquirer ("Customer"). KLA does not accept, expressly or impliedly, and KLA hereby rejects, any additional or different terms or conditions that Customer presents, including but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless KLA expressly and unambiguously agrees to such terms and conditions in a duly signed writing. By ordering, receiving, accepting or using products or otherwise proceeding with any transaction after receipt of these Hardware Sales Terms or after otherwise being notified that such transactions are subject to these Hardware Sales Terms, Customer agrees to these Hardware Sales Terms and KLA's General Terms and Pre-installed Software License Terms, which are incorporated by reference herein and are either attached hereto, or available at www.kla.com/terms, or on request.

1. DEFINITIONS AND SCOPE

The definitions in KLA's General Terms shall apply. These Hardware Sales Terms apply to (i) Hardware; (ii) Software pre-installed, or to be installed on any Hardware (other than Third Party Products); and (iii) Work Product created by KLA under these Hardware Sales Terms. Software and Work Product covered by these Hardware Sales Terms are additionally governed by KLA's Preinstalled Software License Terms. Computer programs that are to be installed on Third Party Products are governed by KLA's Standalone Software License Terms, which are available at www.kla.com/terms or on request. Work Product provided by KLA under separate services arrangements (including, but not limited to, maintenance services, time & materials services, or fixed fee services) is governed by the applicable KLA services terms.

2. DELIVERY AND ACCEPTANCE

2.1 Delivery. KLA will deliver all Products Ex Works (Incoterms 2010), KLA's premises. Customer is solely responsible for obtaining, and arranging for, appropriate insurance coverage and transportation arrangements with respect to the Products and to file any claims with the carrier. Transportation must be via air ride suspension enclosed van or, if specified by KLA, via temperature controlled air-ride van. Risk of loss on Hardware passes to Customer on the Delivery Date. Title to Hardware passes to Customer (a) with respect to Hardware shipped from Belgium to a destination outside the European Union, at the moment that the Hardware has left the territory of the European Union and (b) with respect to all other Hardware shipments, on the Delivery Date. Customer acknowledges and agrees that KLA (i) is not obligated to provide Software in source code form; and (ii) does not transfer ownership or title to any Software, Documentation, Work Product, or any Intellectual Property (KLA only grants limited, non-exclusive licenses as specified in KLA's Pre-installed Software License Terms). Partial and installment shipments are authorized.

2.2 Hardware Inspection and Uncrating. Immediately upon receipt of the Products, Customer shall (i) uncrate and visually inspect the Hardware; and (ii) notify KLA in writing of receipt of the Hardware and any abnormalities that Customer notes. Customer shall ensure that a KLA representative is present and is permitted to supervise the uncrating and inspection of the Hardware. If Customer fails to comply with this Section 2.2, Customer shall be deemed to have waived its rights to claim incorrect or incomplete delivery or packaging and any warranty rights.

2.3 Installation and Acceptance Testing. Upon completion of the installation, KLA shall notify Customer when the Products are ready for acceptance testing. Customer shall enable KLA to perform acceptance testing of the Products and, without limiting the foregoing, shall provide KLA with on-site and remote access to the Products (and any related hardware or software) for such acceptance testing. At Customer's request, a Customer representative may attend KLA's acceptance testing. Via acceptance testing, KLA shall determine whether the Products conform to the mutually agreed performance requirements ("Acceptance Criteria"). Further details about pre-shipment factory testing and post-installation field testing are contained in KLA's testing guidelines and other policies, which are available at www.kla.com/terms or on request. If the acceptance testing demonstrates that the Acceptance Criteria are met, KLA shall provide Customer with a written summary of the results of the acceptance testing ("Test Results") following the completion of the acceptance testing procedure.

2.4 Express Acceptance or Rejection. If the Products materially conform to the Acceptance Criteria, Customer shall sign a written acceptance statement (i) at the end of the acceptance testing procedure; or (ii) if no Customer representative attends the acceptance testing procedure, within ten (10) days after Customer's receipt of the Test Results. If any Product materially fails to conform to the applicable Acceptance Criteria, then Customer shall promptly provide KLA with a reasonably detailed written description of the perceived non-conformance ("Rejection Notice"). If KLA receives a justified Rejection

硬件销售条款

2019年7月15日中国用版本

本硬件销售条款适用于 KLA Corporation, One Technology Drive, Milpitas, California 95035 ("KLA")对任何购买人 ("客户")的硬件的任何报价、订单、订单确认书和任何销售或交付。KLA 明示或默示地接受而且 KLA 特此拒绝承认客户提出的任何附加或同等的条款或条件,包括但限于任何订单、接受函、确认书或其他文件中包含或提及的或商业惯或此前的业务惯确的任何条款或条件,除非 KLA 在正式签署的书面文件中明确清楚地同意该等条款和条件。客户在收到本硬件销售条款后或在被以其他方式告知接受本硬件销售条款约束后,订购、接收、接受或使用产品或另行继续任何交易的,即表示客户同意本硬件销售条款、KLA 一般条款、预装软件许可条款(该等条款经在此提及而纳入本条款,或可在 www.kla.com/terms 网站或向 KLA 求索获得)。

1. 定义和范围

适用 KLA 一般条款中的定义。本硬件销售条款适用于(i)硬件;(ii)任何硬件(第三方产品除外)上预装的或将要安装的软件;(iii)KLA 在本硬件销售条款下创作的工作产品。受本硬件销售条款约束的软件和工作产品另外还受 KLA 预装软件许可条款约束。将要安装在第三方产品上的计算机程序,受 KLA 独立软件许可条款的约束,该等条款可从 www.klar.com/terms 网站或向 KLA 求索获得。KLA 在个别服务安排(包括但不限于维护服务、时间和材料服务或固定费用服务)项下提供的工作产品,受有关 KLA 服务条款约束。

2. 交付和验收

2.1 交付。 KLA 将按工厂(KLA 场所)交货条款(2010年版《国际贸易术语解释通则》)交付所有产品。客户自行负责为产品取得、安排适当的保险和运输,以及向保险商提出任何索赔。运输应使用空气减震密封面包车,或,如 KLA 指定,采用空气减震温控密封面包车。硬件的灭失风险于交付日转移至客户。硬件的所有权在下列时间转移至客户,(a)对于从比利时发运至欧盟之外目的地的硬件,在硬件离开欧盟领土之时;和(b)对于其它硬件装运,于交付日。客户承认并同意,KLA(i)没有义务以源代码形式提交软件;和(ii)未转让任何软件、文档、工作产品的所有权或产权,或任何知识产权(KLA 仅按 KLA 预装软件许可条款授予有限的、非独占的许可)。允许部分和分批发货。

2.2 硬件检查和拆箱。收到产品后,客户应即(i)拆箱并目视检查硬件;(ii)书面通知 KLA,已收到硬件并告知发现的任何异常点。客户应确保有一名 KLA 代表在场,并允许其监督硬件的拆箱和检查工作。如果客户未遵守本第 2.2 条,则客户应被视为已放弃主张交付或包装错误或不全以及任何保证权的权利。

2.3 安装及验收测试。安装完毕后,KLA 应通知客户产品已作好验收测试准备。客户应使 KLA 得以进行产品验收测试,并且在,在不限制前述的条件下,应就该等验收测试向 KLA 提供现场和远程查看产品(和任何有关硬件或软件)的便利。应客户要求,一名客户代表可参加 KLA 的验收测试。验收测试后,KLA 应确定产品是否符合双方一致约定的性能要求("验收标准")。有关装运前工厂测试和安装后现场测试的进一步细节,载明于 KLA 测试指南和其他政策,该等指南和政策可在 www.kla.com/terms 网站或向 KLA 求索获得。如果验收测试表明已达到验收标准,则在验收测试程序完成后,KLA 应向客户提供验收测试结果的书面纪要("测试结果")。

2.4 明示接受或拒收。如果产品与验收标准实质相符,则客户应(i)于验收测试程序结束时,或(ii)如果无客户代表出席验收测试程序,则于客户收到测试结果后十(10)天内签署一项接受书。如果任何产品与验收标准实质不符,则客户应迅速向 KLA 提供对被认为不相符之处的合理详细的书面描述("拒收通知")。如果 KLA 在客户收到测试结果后十(10)天内收到一份有理由的拒收通知,则 KLA 应使用商业上合理的努力以纠正不相符之处并按照第 2.3 条

<p>(10) days after Customer has received the Test Results, KLA shall use commercially reasonable efforts to remedy the non-conformance and repeat the acceptance testing process per Section 2.3 (Installation and Acceptance Testing) and this Section 2.4.</p> <p>2.5 <u>Deemed Acceptance</u>. In the absence of an express acceptance, Customer shall be deemed to have accepted a Product upon the earlier of (i) payment, without reservation, of any amounts with respect to the Product; (ii) ten (10) days after Customer's receipt of the Test Results, unless KLA receives a Rejection Notice within such period; or (iii) use of the Product for any purpose other than testing as necessary in order to determine conformance to the applicable Acceptance Criteria.</p> <p>2.6 <u>Training Credits</u>. In connection with sales of Hardware, KLA may grant training credits, which Customer can redeem for certain training courses within twelve (12) months after the Delivery Date.</p> <p>3. PAYMENT. Customer shall pay (i) ninety percent (90%) of the contract price thirty (30) days after the Delivery Date; and (ii) ten percent (10%) of the contract price fifteen (15) days after express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance), whichever occurs earlier. Payment shall be made in accordance with the General Terms.</p> <p>4. CANCELLATION. Prior to shipment, Customer may unilaterally cancel any delivery of Products under these Hardware Sales Terms with written notice to KLA and upon payment of cancellation charges as follows: If KLA receives Customer's cancellation notice</p> <p>(a) within 60 days of the scheduled shipment date, cancellation charges shall be 80% of the applicable fees.</p> <p>(b) more than 60 days, but less than 90 days of the scheduled shipment date, cancellation charges shall be 60% of the applicable fees.</p> <p>(c) 90 days or more, but less than 150 days of the scheduled shipment date, cancellation charges shall be 40% of the applicable fees.</p> <p>(d) 150 days or more of the scheduled shipment date, cancellation charges shall be 20% of the applicable fees.</p> <p>5. RESCHEDULING. Customer may request once in writing that KLA postpone shipment up to sixty (60) days after the scheduled shipment date provided that (i) Customer compensates KLA for any resulting costs (including but not limited to storage costs); (ii) KLA receives Customer's written request at least sixty (60) days prior to the scheduled shipment date; (iii) if Customer subsequently to postponing shipment in accordance with this Section 5 cancels shipment in accordance with Section 4 (Cancellation), the scheduled shipment date shall be the original shipment date and not the rescheduled shipment date for purposes of determining the cancellation charges.</p> <p>6. LIMITED WARRANTY AND DISCLAIMER</p> <p>6.1 <u>Limited Warranty</u>. KLA warrants that on the Delivery Date and on the date of express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance), whichever occurs earlier, the Products substantially conform to the specifications in the applicable Documentation, subject to the following limitations and exclusions:</p> <p>6.1.1 <u>Excluded Causes</u>. Customer has no warranty rights with respect to defects or non-conformities caused by (i) use of the Products with hardware or software that was not expressly specified in writing by KLA as suited for use with the Products; (ii) Customer's failure to follow KLA's operating instructions; (iii) failure to implement all updates, upgrades, and other new releases of Software made available to Customer; (iv) changes to the Customer environment, in which Products were installed; (v) acts or omissions of persons other than KLA or its authorized representatives; (vi) installation or maintenance of Products by someone other than KLA or persons certified by KLA; (vii) abuse, use at an unsafe or not suitable site, unusual physical or electrical stress; (viii) any relocation of Products without, or not in accordance with, a prior written authorization by KLA; or (ix) Force Majeure conditions as defined in KLA's General Terms.</p> <p>6.1.2 <u>Consumables and Modifications</u>. Customer has no warranty rights with regard to any (i) consumable Products or parts thereof (e.g., Products or parts with an expected useful life of less than ninety (90) days, such as lamps, lasers, fuses, detectors, and batteries); (ii) Products that have been modified by someone other than KLA, unless such modifications were directed or approved by KLA in writing and made in conformance with all specifications and instructions provided in such writing; or (iii) Products that KLA modified in accordance with Customer's request, specifications, or instructions, unless KLA agrees in a duly signed writing that the modified Products shall be covered by the limited warranty specified in Section 6.1 (Limited Warranty).</p> <p>6.1.3 <u>No Warranties for Revisions</u>. KLA does not extend any warranties under these Hardware Sales Terms for hardware and software revisions provided under KLA's Hardware Maintenance Terms. Any warranties for such hardware and software revisions</p>	<p>装及验收测试) 和本第2.4条重复验收测试程序。</p> <p>2.5 <u>推定接受</u>。在无明显接受的情况下，客户应被推定于下述时间（以较早发生者为准）接受产品：(i) 无任何保留地就产品支付任何金额之时；(ii) 客户收到测试结果后十 (10) 天，除非 KLA 在该期间收到拒收通知；或(iii) 为了确定是否符合有关验收标准所需测试以外的任何目的使用产品之时。</p> <p>2.6 <u>培训代金券</u>。KLA 可能就硬件销售提供培训代金券，客户可在交付日后十二 (12) 个月期间内兑现用以获取若干培训课程。</p> <p>3. 支付。客户应在(i) 交付日后三十 (30) 日内支付合同价款的百分之九十 (90%)；(ii) 在依照第 2.5 条（推定接受）明示接受或推定接受（以先发生者为准）后十五 (15) 天内支付合同价款的百分之十 (10%)。支付应按一般条款规定进行。</p> <p>4. 取消。装运前，如经书面通知 KLA，并按下述支付取消金，则客户可单方面取消本硬件销售条款下的任何产品交付：</p> <p>(a) KLA 在预定装运日前 60 天内收到客户的取消通知的，取消金为适用费用的 80%。</p> <p>(b) KLA 在预定装运日前多于 60 天少于 90 天内收到客户的取消通知的，取消金为适用费用的 60%。</p> <p>(c) KLA 在预定装运日前 90 天或以上但少于 150 天内收到客户的取消通知的，取消金为适用费用的 40%。</p> <p>(d) KLA 在预定装运日前 150 天或以上收到客户的取消通知的，取消金为适用费用的 20%。</p> <p>5. 时间调整。客户有权向 KLA 提出一次书面请求，将装运时间推迟至预定装运日后最多六十 (60)天，条件是：(i) 客户向 KLA 赔偿引起的任何损失（包括但不限于仓储费用）；(ii) KLA 至少在预定装运日前六十 (60) 天收到客户的书面请求；(iii) 如果客户在按本第 5 条推迟装运后又按第 4 条（取消）取消装运的，则为确定取消金的目的，预定装运日应以原定装运日计，而不以调整后的装运日计。</p> <p>6. 有限保证和免责声明</p> <p>6.1 <u>有限保证</u>。KLA 保证，于交付日以及明示接受或第 2.5 条（推定接受）规定的推定接受之日（以先发生者为准），产品与有关文档中的规格实质相符，并适用下述限制和排除规定：</p> <p>6.1.1 <u>除外原因</u>。下列情形引起缺陷或不符的，客户不享有保证权利：(i) 将产品与 KLA 未明示书面规定适于与产品合用的硬件或软件合用；(ii) 客户未遵循 KLA 的操作指示；(iii) 客户未实施向其提供的一新、升级和其他新版本；(iv) 提供产品的客户环境发生变化；(v) KLA 或其授权代表以外的人的作为或不作为；(vi) KLA 或 KLA 认证的人之外的人安装或维护产品；(vii) 滥用，在不安全或不适当的场地使用，或异常物理或电气应力；(viii) 未经或未按 KLA 的事先书面的授权，搬迁产品；或(ix) KLA 一般条款规定的不可抗力情形。</p> <p>6.1.2 <u>消耗件和修改</u>。产品有下述情形之一的，客户不享有保证权：(i) 消耗件或其零件（例如，预期使用寿命不超过九十 (90) 天的产品或零件，如灯、激光器、保险丝、探头、电池）；(ii) KLA 之外的人修改的，除非该等修改是 KLA 书面指示或批准的并按该等书面批准规定的一切规格和指示进行；(iii) KLA 按客户的要求、规格或指示修改的，除非 KLA 在一经正式签署的书面文件中同意被修改的产品享有第 6.1 条（有限保证）规定的有限保证。</p> <p>6.1.3 <u>对修改没有保证</u>。KLA 不对 KLA 硬件维护条款下作出的硬件和软件修改提供本硬件销售条款下的任何保证。该等硬件和软件修改的任何保证，仅由硬件维护条款最终规定。</p>
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<p>are exclusively and finally provided for under KLA's Hardware Maintenance Terms.</p> <p>6.1.4 No Warranty for Third Party Products. KLA does not extend any warranties and KLA disclaims all responsibilities for Third Party Products. If a manufacturer or supplier of Third Party Products makes any documentation providing for an end-user warranty available to KLA, then KLA shall forward such documentation to Customer.</p> <p>6.1.5 Refurbished Parts and Prior Testing. Hardware may incorporate reconditioned or refurbished parts or subassemblies and may have been used in testing prior to sale.</p> <p>6.2. Exclusive Remedies. If a Product materially fails to conform to the limited warranty set forth in Section 6.1 (Limited Warranty), KLA shall, at its sole discretion (i) repair or replace the non-conforming Product to remedy the non-conformity identified by Customer in accordance with Section 6.3 (Warranty Period); or (ii) refund to Customer the amounts paid for the Product in exchange for return of the non-conforming Product, in which case all licenses granted to Customer under the Pre-Installed Software License Terms shall be automatically revoked. Customer hereby transfers to KLA title and ownership of any parts that KLA replaces at Customer's request. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION 6.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST KLA WITH RESPECT TO ANY NON-CONFORMANCE OF PRODUCTS.</p> <p>6.3. Warranty Period. The warranty period shall be one (1) year, beginning upon express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance, whichever occurs earlier. For Products that KLA repairs or replaces pursuant to Section 6.2 (Exclusive Remedies) and any parts that KLA incorporates into repaired Products or sells to Customer separately, the warranty period shall be ninety (90) days beginning on the date of Customer's receipt of the repaired Product or part, as applicable; provided that such repaired Products or parts shall materially conform to the warranty standard set forth in Section 6.1 (Limited Warranty) on the Delivery Date. Customer shall have no warranty claims, unless KLA receives from Customer, during the warranty period (i) a written notice describing the warranty breach in reasonable detail (a "Warranty Claim"); and (ii) remote and physical access to the affected Products as well as information in sufficient detail to enable KLA to reproduce and analyze the failure.</p> <p>6.4 Costs and Procedure. If KLA receives a Warranty Claim in accordance with Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), and any procedure guidelines that KLA may publish or make available to Customer ("Warranty Guidelines"), KLA will not charge for any repair, replacement, error identification, or correction of the non-conforming Product, or for return shipment of any repaired Hardware to Customer, except for any costs that are caused by Customer's relocation of the Hardware from the destination to which it was originally delivered by KLA. Customer must prepay freight and insurance charges for the return shipment of the non-conforming Product to KLA and will be reimbursed by KLA if the Warranty Claim meets the requirements of Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), and the Warranty Guidelines. If Customer's Warranty Claim fails to meet any of the requirements of Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), or the Warranty Guidelines, KLA's then-current Time & Materials Services Terms (available on request) shall apply to any error identification or correction efforts, repair, replacement, and shipment costs by KLA and Customer shall compensate KLA accordingly on a time & materials basis at KLA's then-current rates (available on request).</p> <p>6.5 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 6.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND, WITHOUT LIMITING THE FOREGOING, MAKES NO WARRANTY THAT ANY OF THE PRODUCTS WILL BE ERROR FREE OR THAT THEIR PERFORMANCE OR OPERATION WILL BE UNINTERRUPTED.</p> <p>7. PREVAILING LANGUAGE</p> <p>The English language version of these Hardware Sales Terms shall be controlling and legally binding in all respects and shall prevail in case of any inconsistencies.</p>	<p>6.1.4 对第三方产品没有保证。对于第三方产品，KLA 提供任何保证，不对其承担任何责任。如果第三方产品的生产商或供应商为 KLA 提供规定最终用户保证的文件，则 KLA 将把该等文件转给客户。</p> <p>6.1.5 翻新零件以及先前测试。 硬件可能包括经修复或翻新的 件或分总成，并可能在销售前在测试中使用过。</p> <p>6.2. 排他性救济。如产品与第 6.1 条（有限保证）规定的有限保证实质相符，则 KLA 将依其自行决定，(i) 修理或更换不符产品，按第 6.3 条（保证期） 补救客户发现的不符，或(ii) 客户退还不符产品，KLA 退还产品价款，这时， 在预装软件许可条款下授予的一切许可均可自动撤销。客户特此将 KLA 应其要求更换的任何零件的产权和所有权转让给 KLA。本第 6.2 条明示规定的救济， 是客户的唯一的、排他性的救济，并取代客户可能就任何产品不符而对 KLA 享有的一切其他权利或救济。</p> <p>6.3. 保证期。保证期为一年（1）年，自明示接受或按第 2.5 条（推定接受）推定接受之日（以先发生者为准）起计。KLA 按第 6.2 条（排他性救济）修 换的产品，以及 KLA 纳入被修理产品的或另行出售给客户的任何零件，保 证期为九十（90）日，自客户收到被修理产品或零件之日起计（视情形而定），条件是，于交付日，该等被修理产品或零件应与第 6.1 条（有限保证）规定的保证标准实质相符。除非 KLA 在保证期内从客户获得(i) 以合理详 细的程度描述违反保证的书面通知（“保证要求”），和(ii) 远程和实际查看 受影响产品的机会以及足够详细的信息，使 KLA 能够再现和分析故障，否 则，客户不能提出任何保证要求。</p> <p>6.4 费用和程序。如果 KLA 按照第 6.1 条（有限保证）、第 6.3 条（保证期） 以及 KLA 可能向客户公布或提供的任何程序指南（“保证指南”）收到 保证 要求，KLA 将不对不符产品的任何修理、替换、差异识别或纠正或被修理 的 硬件运回客户的运输收取费用，但由于客户将硬件从 KLA 原交付地点搬迁 而 造成的任何费用除外。客户应预付不符产品运往 KLA 的运费和保险费，如 果 保证要求达到第 6.1 条（有限保证）、第 6.3 条（保证期）和保证指南 的 要求，则 KLA 将予以偿付。如果客户的保证要求未达到第 6.1 条（有限保 证）、第 6.3 条（保证期）或保证指南的任何要求，则 KLA 届时实行的时 间 和材料服 务条款（应索即供）应适用于 KLA 的任何错误识别或纠正工作、修 理、替换 和发生的发运费用。客户应按 KLA 届时有效的费率（应索即供）， 根据时间 和材料相应补偿 KLA。</p> <p>6.5 免责声明。 除非第 6.1 条（有限保证）另有规定，否则，KLA 不对任何产 品 作任何明示陈述或保证。在适用法律最大允许范围内，KLA 不作任何默示 陈 述与保证，包括但不限于适销性保证、适于特定用途保证，以及无侵权保 证。在不限制前述的同时，KLA 不提供产品无错误的保证或产品运行或操作 无 中断保证。</p> <p>7. 作准文本</p> <p>本硬件销售条款的英文文本，在所有方面均为作准文本，具有法律约束力。 文 本间有任何不符时，以英文本为准。</p>
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