

## Standard Quality Terms

### 标准质量协议

This Standard Quality Terms agreement (this "Agreement") is effective as of the date on which Zeus expressly accepts, in accordance with the applicable Zeus standard terms and conditions accessible at [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms), a corresponding purchase order and/or applicable quotation ("Purchase Order") and is by and between **ZEUS INDUSTRIAL PRODUCTS (IRELAND) LTD.** ("Zeus") and the other party corresponding to the Purchaser Order ("Customer").

本《标准质量协议》（以下简称“本协议”）自 Zeus 工业品（爱尔兰）有限公司（“Zeus”）明确接受对方（客户）相应的采购订单和/或适用的报价（以下简称“采购订单”）之日起生效。该订单和/或适用的报价，将遵循 Zeus 的标准条款和条件（可从 [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms) 获取）。

**WHEREAS**, Customer is desirous of ensuring that products provided to Customer by Zeus ("Products") are supplied in accordance with certain quality considerations described herein; and

**鉴于**，客户希望确保 Zeus 提供给客户的产品（“产品”）符合本协议中规定的质量要求；

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

**因此**，考虑到本协议中的相互承诺，双方在此达成如下协议：

1. Scope. This Agreement governs the rights and obligations of the parties hereto with respect to quality controls and considerations with respect to Products provided to Customer by Zeus under Customer's standard terms and conditions provided in the applicable purchase order and/or other terms and conditions (e.g., including any click-through agreements or terms and conditions for any web portal provided by Customer) (collectively, "Customer Terms and Conditions"), Zeus' standard conditions of sale, a supply agreement, a quote, a purchase order, or any other agreement between Zeus and Customer (collectively, "Supply Terms"). The Products provided by Zeus to Customer shall be in accordance with the applicable mutually agreed upon specifications ("Specifications").

范围。本协议管辖双方关于 Zeus 根据适用采购订单中的客户标准条款和条件、和/或其他条款和条件（例如：包括客户提供的点击协议和任何门户网站的条款和条件）（统称“客户条款和条件”）；Zeus 的标准销售条件；供应协议；报价；采购订单或 Zeus 与客户之间的任何其他协议（统称“供应条款”）向客户提供的产品有关的质量控制和因素相关的权利和义务。Zeus 向客户提供的产品应符合适用的双方同意的规范（“规范”）。

2. Quality Management System.

质量管理体系。

- a. Zeus shall maintain a quality management system with the intent to ensure that Products comply with the applicable Specifications. Such quality management system shall include document controls to ensure that the Products provided by Zeus to Customer comply with the appropriate version of the applicable specifications for Product. Zeus locations are certified to the following standards by an independent registrar:

Zeus 应维持一个质量管理体系，以确保产品符合适用的规范。该质量管理体系应包括文件控制，以确保 Zeus 向客户提供的产品符合适用产品规范的适当版本。Zeus 在以下地点由独立注册商按以下标准进行认证：

	AS 9100	ISO 9001	ISO 13485	IATF 16949
620 Magnolia St, Orangeburg SC 29116 南卡罗莱纳州 奥 兰治堡 马格诺利 亚街 620 号，邮 编 29116	X	X		
3737 Industrial Blvd, Orangeburg, SC 29118 (Sales) 南卡罗莱纳州 奥 兰治堡 工业大街 3737 号，邮编 29118 (销售)	X	X		
3737 Industrial Blvd, Orangeburg, SC 29118 (AMP) 南卡罗莱纳州 奥 兰治堡 工业大街 3737 号，邮编 29118 (AMP)		X	X	
9150 Levels Church Rd, Aiken SC 29801 南卡罗莱纳州 艾 肯县 莱弗尔斯教 堂路 9150 号， 邮编 29801	X	X		
115 15th Street, Gaston, SC 29053 南卡罗莱纳州 加 斯顿县 15 街 115 号，邮编 29053	X	X		
201 Zeus Lane. Gaston, SC 29053 南卡罗莱纳州 加 斯顿县 Zeus 巷 201 号，邮编 29053		X		

	AS 9100	ISO 9001	ISO 13485	IATF 16949
134 Chubb Way, Branchburg, NJ 08876 新泽西州 布兰斯 堡 查布路 134 号, 邮编 08876		X		
2759 Old Belleville Rd, St Matthews, SC 29135 南卡罗莱纳州 圣 马修斯县 旧贝尔 维尔路 2759 号, 邮编 29135	X	X		
5901 Shallow Ford Rd, Suite 105, Chattanooga. TN 37421 田纳西州 查塔努 加县 沙洛福特路 5901 号 105 室, 邮编 37421			X	
IDA Business Pk, Lisnennan, Letterkenny, F92R702, Ireland 爱尔兰 莱特肯尼 镇 Lisnennan 地 区 IDA 商业公园 路, 邮编 F92R702	X	X		X

b. Zeus shall ensure that its quality personnel are trained with respect to the quality management system implemented by Zeus and to industry standards.

Zeus 应确保其质量人员已接受与 Zeus 实施的质量管理体系和行业标准相关的培训。

c. The respective quality personnel of Zeus and Customer shall reasonably work together to implement the respective obligations under this Agreement.

Zeus 和客户的相应质量人员应合理地合作以履行本协议下的各自义务。

### 3. Change Control.

#### 变更控制。

a. Neither party may change the applicable Specifications for a Product without express written approval of the other party hereto.

未经另一方明确书面批准，任何一方均不得更改产品的适用规范。

- b. Zeus shall not significantly change the manufacture of the Products without written approval of Customer. In the event of a significant change to the manufacture of the Products, Zeus shall provide a written proposal of such change to Customer. Customer shall review such written proposal of such change and indicate whether it approves or rejects such change. In the event that Customer fails to reject such change within ninety (90) days of receipt of such written proposal from Zeus, Zeus may implement such proposed change at any time after such ninety (90) day period.

未经客户书面批准，Zeus 不得对产品的制造做出重大变更。如果产品制造发生重大变更，Zeus 应向客户提供此类变更的书面建议。客户应审查该变更的书面建议，并表明其是批准还是拒绝该变更。如果客户未能在收到 Zeus 的书面建议后九十（90）天内表明拒绝该变更，Zeus 可在该九十（90）天期限后的任何时间实施此其建议的变更。

- c. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, or any supply agreement or other agreement between the parties pertaining to the supply of Products, Zeus may change raw material suppliers, facilities in which Products are manufactured provided such facility is listed above, and/or equipment and tooling used in connection with the manufacture of Products.

即使本协议、客户条款和条件、任何供应协议或双方之间有关产品供应的其他协议中有任何相反之规定，Zeus 也可以变更原材料供应商、制造产品的工厂（但该工厂应是以上列出的工厂），和/或与产品制造有关的设备和工具。

4. Non-Conformances.  
不合格。

- a. Products provided by Zeus shall comply with the applicable Specifications.  
Zeus 提供的产品应符合适用的规范。

- b. Customer shall inspect Products received from Zeus within fifteen (15) business days of receiving such Products. In the event that Customer determines that certain Products do not conform to the applicable Specifications (“Non-Conforming Product”), Customer shall provide prompt written notice to Zeus of such non-conformance. Such notice of non-conformance shall at least identify the Non-Conforming Product and sufficiently describe such non-conformance, including representative samples to enable Zeus to understand the alleged non-conformance. Zeus shall have a reasonable opportunity, not to exceed twenty (20) business days from receipt of notification from Customer of the non-conformance, to inspect any alleged Non-Conforming Product.

客户应在从 Zeus 处收到产品后的十五（15）个工作日内检查该产品。如果客户确定某些产品不符合适用的规范（“不合格产品”），客户应立即书面通知 Zeus 该不合格的情况。该不合格通知应至少指明不合格产

品，并充分描述此类不合格的情况（包括代表性样品），以使 Zeus 能够理解声称的不合格情况。在收到客户不合格通知后的不超过二十（20）个工作日内，Zeus 应有合理的机会检查任何声称的不合格产品。

- c. In the event that Zeus agrees with Customer's determination that a Product is Non-Conforming Product, Zeus shall investigate such non-conformance and provide Customer with a written summary of the cause of such non-conformance and a corrective action, if any, to be implemented by Zeus to address such cause. If reasonably required, Zeus and Customer shall work in good faith to implement a corrective action and preventative action plan to ensure that Products provided by Zeus conform to the applicable Specifications. 如果 Zeus 同意客户确定产品为不合格产品，Zeus 应调查该不合格情况，并向客户提供造成不合格原因的书面总结以及将由 Zeus 实施的以解决该原因的纠正措施（若有）。如果有合理需要，Zeus 和客户应真诚地实施纠正措施和预防措施计划，以确保 Zeus 提供的产品符合适用的规范。
- d. Zeus shall not provide to Customer any Products that Zeus knows to be Non-Conforming Product, without express written approval from Customer.  
未经客户明确书面批准，Zeus 不得向客户提供 Zeus 明知是不合格产品的任何产品。

#### 5. Supplier Management.

供应商管理。

- a. Zeus shall implement a supplier management system with respect to its suppliers that are material to the manufacture of Product. Such supplier management system shall include reasonable incoming inspection controls with respect to raw materials or other significant inputs to the manufacture of Products. The supplier management system shall include quality agreements, audits, technical reviews, specification management, performance monitoring, and non-conformance/investigation controls, as each is reasonably necessary with respect to the applicable supplier in order to ensure that Products provided to Customer by Zeus comply with the applicable Specifications.

Zeus 应对其对产品制造有重大影响的供应商实施供应商管理体系。此类供应商管理系统应包括对原材料或关于产品制造其他重要投入的合理来料检验控制。供应商管理体系应包括质量协议、审计、技术审查、规范管理、绩效监控和不合格/调查控制，因为为了确保 Zeus 向客户提供的产品符合适用的规范，每项内容对于适用供应商都是合理必需的。

#### 6. Quality Controls for Manufacture and Release of Product.

产品制造和发布的质量控制。

- a. Before providing Product to Customer, Zeus shall inspect such Product in accordance with the test requirements defined in the applicable Specifications.  
在向客户提供产品之前，Zeus 应根据适用的规范中定义的测试要求检查该产品。

- b. In absence of test requirements defined in the applicable Specifications, Zeus shall inspect Product in accordance with applicable industry standards.  
如果适用的规范中没有定义测试要求，Zeus 应按照适用的行业标准检查该产品。
- c. Zeus will maintain, calibrate, or verify, as applicable, in accordance with applicable industry standards such equipment used in the manufacture of Products.  
Zeus 将根据适用的行业标准，维护、校准或验证（若适用）产品制造中使用的设备。

7. Packaging and Labelling.  
包装和标签。

- a. Except as otherwise agreed in the Customer Terms and Conditions, any supply agreement, any order, or other agreement between the parties with respect to the supply of Products by Zeus to Customer, Zeus shall package Products in accordance with industry standards.  
除非客户条款和条件、任何供应协议、任何订单或双方之间关于 Zeus 向客户提供产品的其他协议中另有规定，Zeus 应按照行业标准包装产品。
- b. Except as otherwise agreed in the Customer Terms and Conditions, any supply agreement, any order, or other agreement between the parties with respect to the supply of Products by Zeus to Customer, Products are provided to Customer Ex Works (as defined in Incoterms 2010) at the applicable Zeus facility. Risk of loss with respect to Products shall pass to Customer at the applicable dock of the Zeus' facility, and Zeus shall not be liable to Customer for any damage to Products during shipment to Customer.  
除非客户条款和条件、任何供应协议、任何订单或双方之间关于 Zeus 向客户提供产品的其他协议中另有规定，提供给客户的产品的交付适用工厂交货（在适用的 Zeus 工厂）（定义见《2010 年国际贸易术语解释通则》）。与产品有关的灭失风险应在 Zeus 工厂适用的码头转移给客户，对于产品在运往客户过程中发生的任何损坏，Zeus 对客户均不承担任何责任。
- c. Zeus shall implement appropriate labelling controls to ensure that Products are appropriately labelled before shipment to Customer. Such labelling shall at a minimum identify the Products, the order number, part number and lot number.  
Zeus 应实施适当的标签控制，以确保产品在运往客户之前正确标贴。此类标签应至少标识产品名称、订单号、零件号和批号。
- d. Zeus shall include an applicable Certificate of Compliance with shipment of Products to Customer.  
Zeus 应在运往客户的产品中包含一份适用的合规证书。

8. Field Actions.

#### 现场措施。

- a. Each party shall promptly notify the other party hereto of any known recall related to Products provided by Zeus to Customer.

各方应及时通知另一方任何获知的与 Zeus 向客户提供的产品有关的召回。

- b. The parties shall reasonably cooperate in connection with investigating and carrying out any recall related to Products provided by Zeus to Customer hereunder.

双方应合理配合以调查和执行本协议项下 Zeus 向客户提供的产品有关的召回。

- c. Neither party shall publicly communicate information pertaining to any recall related to Products provided by Zeus to Customer without prior written approval of the other party. If such other party fails to provide a reasonable objection to such proposed public communication within fourteen (14) days, such party proposing to publicly communication such information may make such public communication at any time after such fourteen (14) day period.

未经另一方事先书面许可，任何一方均不得将与 Zeus 向客户提供的产品相关的召回的信息公开。如果该另一方未能在十四（14）天内对该提议的公开提出合理的反对，则提议公开信息的一方可在该十四（14）天期限后的任何时间进行此类公开。

#### 9. Record Retention.

##### 记录保留。

- a. Zeus shall retain records obtained in connection with Products until a date that is fifteen (15) years from the corresponding date of generation ("Records").

Zeus 应保留其获得的与产品有关的记录直至相应的生成日期后十五（15）年（“记录”）。

- b. Zeus shall maintain such Records in a manner so that such Records can be accurately, completely, and consistently retrieved and/or accessed by Zeus in a timely manner. Zeus shall store and maintain such Records to prevent damage or deterioration during the applicable record retention period.

Zeus 应以可由 Zeus 及时、准确、完整和一致地检索和/或访问的方式保留此类记录。Zeus 应存储和保存此类记录，以防止在适用记录保留期内发生的损坏或变质。

- c. Upon reasonable written request from Customer, Zeus shall provide to Customer such non-proprietary portions of Records applicable to a Product that are responsive to such written request.

应客户的合理书面请求，Zeus 应向客户提供适用于产品的、响应该书面请求的记录的非专有部分。

- d. Customer shall promptly provide written notice to Zeus of any legal hold applicable to Records corresponding to Products.

客户应及时向 Zeus 提供任何适用于对应产品依法保留记录的书面通知。

10. Inspection and/or Audits.

检查和/或审计。

- a. Upon reasonable written request by Customer to Zeus and during normal hours of business, Zeus shall permit Customer or its representatives to inspect and/or audit non-proprietary areas of Zeus' facilities and/or to non-proprietary portions of Zeus' records or other information in connection with the supply of Products by Zeus to Customer. Customer shall be liable to Zeus for any disclosures of Confidential Information (as defined in the Existing NDA) by Customer and/or Customer's representatives that are not expressly permitted in writing in advance by Zeus.

在客户向 Zeus 提出合理的书面请求并在正常营业时间内，Zeus 应允许客户或其代表检查和/或审计 Zeus 工厂的非专有区域和/或 Zeus 记录或其他与 Zeus 向客户提供产品相关信息的非专有部分。对于客户和/或客户代表未经 Zeus 事先书面明确许可而披露保密信息（定义见现有保密协议），客户应向 Zeus 承担责任。

- b. Zeus shall permit a government regulatory authority to inspect and/or audit non-proprietary areas of Zeus' facilities and/or to non-proprietary portions of Zeus' records or other information in connection with the supply of Products by Zeus to Customer. In the event that such a government regulatory authority inspects and/or audits Zeus' facilities and/or records or other information, if Zeus is legally permitted, Zeus shall provide Customer with prompt written notice of such audit and a written summary of such audit and any results that Zeus obtains in connection with such inspection and/or audit.

Zeus 应允许政府监管机构检查和/或审计 Zeus 工厂的非专有区域和/或 Zeus 记录或其他与 Zeus 向客户提供产品相关信息的非专有部分。当此类政府监管机构检查和/或审计 Zeus 的工厂和/或记录或其他信息，在法律允许的情况下，Zeus 应向客户提供此类审核的及时书面通知；此类审核的书面总结；以及 Zeus 获得的与此类检查和/或审计相关的所有结果。

- c. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, or any supply agreement or other agreement between the parties pertaining to the supply of Products, Zeus shall not be obligated to provide Customer, any government regulatory authority, or any third party, with access to proprietary areas of Zeus' facilities or to proprietary portions of Zeus' records or information.

即使本协议、客户条款和条件、或任何供应协议或双方之间有关产品供应的其他协议中有任何相反之规定，Zeus 没有义务向客户、任何政府监管机构或任何第三方提供访问 Zeus 工厂的专有区域或 Zeus 记录或信息的专有部分。

- d. Before any audit or inspection of Zeus' facilities and/or records or other information hereunder, the Customer, any applicable government regulatory authority, and any applicable third party (e.g., Customer's representative(s)) shall execute a confidentiality agreement that is acceptable to Zeus.



在按照本协议对 Zeus 的工厂和/或记录或其他信息进行任何审计或检查之前，客户、任何适用的政府监管机构以及任何适用的第三方（例如：客户代表）应签署一份 Zeus 可接受的保密协议。

11. Warranty. Zeus warrants that Products shall conform to the Specifications. Customer and Zeus each warrant that it and its employees will comply with the terms of this Agreement and any current applicable international, federal, state and local laws, rules, and regulations, as appropriate. Notwithstanding any warranties specified in the Customer Terms and Conditions, EXCEPT AS SPECIFICALLY REQUIRED BY LAW, ALL OTHER WARRANTIES (INCLUDING ANY WARRANTIES SPECIFIED IN THE CUSTOMER TERMS AND CONDITIONS), WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY PRODUCTS, ARE SPECIFICALLY DISCLAIMED.

保证。 Zeus 保证产品符合规范。客户和 Zeus 各自保证其自己及其员工将遵守本协议的条款以及任何现行适用的国际、联邦、各州和当地法律、法规和条例（视情况而定）。尽管客户条款和条件中做出了保证，**但除法律明确要求外，双方均不明确作出所有其他保证（包括客户条款和条件中规定的所有保证），无论是明示还是暗示，包括对特定用途的适销性或适用性，或与任何产品相关的对第三方权利不侵犯的任何其他保证。**

12. Liability. Except as otherwise expressly agreed in writing by the parties, neither party shall be liable to the other for any incidental, indirect, consequential, special, exemplary or punitive damages incurred by the other in connection with the contemplated transaction, including, but not limited to, a loss of sales, profits or goodwill, whether as a result of a breach of contract, breach of warranty or tort (including negligence or strict liability), indemnification, or otherwise. Notwithstanding anything to the contrary in the Customer Terms and Conditions, or any supply agreement or other agreement between the parties, Zeus' liability for any and all liabilities, claims, causes of action, suits, losses, expenses, damages, settlement costs and reasonable attorneys' fees ("Causes of Action") shall be limited to the greater of (i) one-hundred thousand dollars (\$100,000), or (ii) five (5) times the total amount of money paid to Zeus by Customer for Products during the most recent calendar year.

责任。除非双方另有书面约定，否则任何一方均不对另一方因与预期交易有关的任何偶然、间接、从属、特殊、惩戒性或惩罚性损害承担责任，包括但不限于：销售、利润或商誉的损失，无论是否由于违约、违反保证或侵权（包括疏忽或严格责任），赔偿或其他原因造成。即使客户条款和条件，或任何供应协议或双方之间的其他协议有任何相反之规定，Zeus 对所有责任、索赔、诉因、诉讼、损失、费用、损害赔偿、结算费用和合理律师费（“诉因”）的责任应限于以下两者中的金额较大者：（i）十万美元（100,000 美元）；或（ii）客户在最近的日历年为产品而支付给 Zeus 的总金额的 5（5）倍。

13. Indemnification. Customer will defend, indemnify and hold harmless Zeus and its affiliates, and officers, directors, employees, and agents thereof, from and against any and all Causes of Action incurred by Zeus in connection with any third-party claim for (a) any breach of this Agreement by Customer which relates to Customer's actions or omissions, (b) infringement of a third-party intellectual property right by the Customer's sale, importation, or use of Products, including any infringement by the Customer's devices or products (including medical devices) that use or are manufactured with Products provided hereunder (hereinafter "Devices"), provided that in no event shall Company be deemed to have caused or induced any such infringement if infringement arose or resulted directly from

manufacturing of such Products by or on behalf of Zeus, (c) product liability relating to the Devices; to the extent that such product liability is not attributable to the negligence or willful misconduct of Zeus, (d) the use, or mis-use of Products or Customer's Devices, (e) the manufacture or testing of Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (f) the engineering, specifications, or failure to provide accurate information to Zeus regarding Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (g) the length of time Products provided hereunder will last in the use to which Customer or its Devices puts them, (h) compliance or non-compliance with any laws, regulations, or other governmental requirements applicable to the use or applications of the Products or medical devices, (i) the acts or omissions of any of Company's contractors or component suppliers that Company engages directly or indirectly in the manufacture or assembly of its Devices other than Zeus.

赔偿。 客户将就 Zeus 与任何第三方以下索赔有关而遭受的诉因而对 Zeus 及其关联机构、以及 Zeus 及其关联机构的职员、董事，员工及其代理人进行辩护、赔偿并使其免受损害（a）与客户的作为和不作为有关的客户对本协议的任何违约；（b）客户销售、进口或使用产品侵犯第三方知识产权，包括使用本协议项下提供的产品或采用本协议项下的产品制造的客户的设备或产品（包括医疗设备）的任何侵权行为；但如果侵权是由 Zeus 或代表 Zeus 制造该产品而造成或直接导致的，则在任何情况下都不应视为是公司导致或诱导的任何此类侵权；（c）与设备有关的产品责任，只要此类产品责任不归因于 Zeus 的疏忽或故意不当行为；（d）产品或客户设备的使用或误用；（e）客户设备的制造或测试，只要此类诉讼原因不归因于 Zeus 的疏忽或故意不当行为；（f）工程、规范或未能向 Zeus 提供有关客户设备的准确信息，只要此类诉讼原因不归因于 Zeus 的疏忽或故意不当行为；（g）本协议项下提供的产品在客户或其设备投入使用持续的时间；（h）遵守或不遵守适用于产品或医疗设备的使用或应用的任何法律、条例或其他政府要求；（i）公司直接或间接参与其设备的制造或组装的、Zeus 以外的公司的承包商或零部件供应商的作为或不作为。

#### 14. Confidentiality.

##### 保密。

- a. Unless Zeus and Customer have otherwise agreed in writing to a confidentiality agreement ("Existing NDA"), the terms of Zeus' Standard Confidentiality Terms shall control and govern the confidentiality obligations of the parties with respect to Products to the extent that such Standard Confidentiality Terms do not conflict with the terms of this Agreement. Zeus' Standard Confidentiality Terms can be obtained at [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms). If Zeus and Customer are parties to a valid Existing NDA, the terms the Existing NDA are hereby incorporated in their entireties and which shall remain valid for purposes of this Agreement during the term of this Agreement.

除非 Zeus 和客户已经另外以书面形式签署了保密协议（“现有 NDA”），否则只要不与本协议的条款冲突，Zeus 的“标准保密条款”的条款应控制和约束双方对产品的保密义务。Zeus 的标准保密条款可以从 [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms) 上获得。如果 Zeus 和客户是有效的现有 NDA 的当事方，则现有 NDA 的条款全部并入本文，并且在本协议有效期内对于本协议而言仍然有效。

- b. The terms of the Existing NDA or Zeus' Standard Confidentiality Terms, as applicable, shall govern the non-use and confidentiality obligations pertaining to information obtained under this Agreement by a party hereto. Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the terms of the Existing NDA or Zeus' Standard Confidentiality Terms, as applicable, the terms of this Agreement shall prevail.

现有 NDA 或 Zeus 的标准机密条款的条款（如适用）将管辖本协议双方根据协议获取的信息的有关不使用 and 保密义务。尽管有上述规定，如果本协议的条款与现有 NDA 或 Zeus 的标准保密条款（如适用）之间发生任何冲突，则以本协议的条款为准。

- c. Any non-public information obtained by Customer hereunder with respect to Zeus' quality system, or in connection with any audit or inspection of Zeus' facilities and/or Zeus' records or other information shall be deemed to be Confidential Information.

客户在本协议项下获得的与 Zeus 的质量体系有关的任何非公开信息，或与 Zeus 的工厂和/或 Zeus 的记录或其他信息的任何审核或检查相关的任何非公开信息均应视为保密信息。

15. Intellectual Property. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to one party any rights by license or otherwise in the Confidential Information it receives hereunder, or to any patent, copyright, trademark or other intellectual property right.

知识产权。本协议中的任何内容均不得明示或暗示地解释为通过许可或其他方式授予一方享有在本协议下收到的保密信息中的任何权利；或任何专利、版权、商标或其他知识产权。

16. Miscellaneous.

其他。

- a. Use of Name. Except as provided below, one party shall not, and shall ensure that its affiliates shall not, use or register the name of the other party (e.g., "Zeus" in the case of Zeus being such other party) (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify such other party or any unit, division or affiliate of such other party ("Other Party Names") for any purpose except with the prior written approval of, and in accordance with restrictions required by, such other party. This restriction shall not apply to any information required by law to be disclosed to any governmental entity. 名称的使用。除以下规定外，一方不得并且应确保其关联机构不得因任何目的而使用或登记另一方的名称（例如：一方不得使用或登记“Zeus”，如果 Zeus 是另一方）（无论单独或作为另一个名称的一部分使用或登记）；或任何识别该另一方或该另一方的任何单位、部门或关联机构的标识、印章、徽章或其他词语、名称、符号或设备（“另一方名称”），除非获得该另一方的事先书面同意并符合该另一方规定的限制。该限制不用于法律要求向任何政府部门披露的信息。
- b. Order of Precedence. In the event of any conflict between the terms of this Agreement and the Supply Terms, the terms of this Agreement shall prevail only with respect to specific quality management system provisions, and the Supply Terms shall prevail with respect to any other provision.

优先顺序。如果本协议的条款与供应条款之间存在任何冲突，则仅关于特定的质量管理体系方面以本协议的规定为准；任何其他方面则以供应条款为准。

- c. No Waiver. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. 无弃权。任何一方在任何时候未执行或延迟执行本协议的任何条款，不应构成该方对在此后执行本协议的各项规定的权利的弃权。
- d. Term. The term of this Agreement shall commence on the Effective Date and expire on the date that is three (3) years later. Either party may terminate this Agreement sooner upon ninety (90) days prior written notice to the other party. In any event, the Receiving Party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the corresponding disclosure date (and, with respect to any Confidential Information that constitutes trade secrets, for such longer period to the extent permitted by applicable law). 期限。本协议的期限自生效日期开始，于生效日期起三（3）年后到期。任何一方可在提前九十（90）天书面通知另一方后提前终止本协议。在任何情况下，接收方就其收到的保密信息相关的本协议项下的不披露和不使用义务，应在相应披露日期的五（5）年后到期（对于构成商业秘密的保密信息，保密期限为在适用法律允许范围内的更长期限。）
- e. Assignment. This Agreement may not be assigned or transferred by either party without the other party's prior express written consent. Without limiting the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties. 转让。未经另一方事先明确书面同意，任何一方不得让予或转让本协议。在不对前述内容进行限制的前提下，本协议应对各方的合法继承人具有约束力，并应以各方的合法继承人为受益人。
- f. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the balance of the Agreement will remain in full force and effect, and the invalid, void or unenforceable term, clause, word, condition, provision or agreement shall be reformed to the extent possible in order to give its intended effect and/or meaning so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. 可分割性。如果本协议的任何条款被有管辖权的法院宣布无效或不可执行，则本协议的其余部分将保持完全有效。无效或不可执行的条款、词语、条件、规定或协议应尽量进行重构，以不对任何一方产生重大不利影响的方式，并在本协议经济或法律内容不受到影响的前提下，达到其预期的效果和/或含义。
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under then-current rules of the Singapore International Arbitration Centre, which rules are deemed to be

incorporated by reference into this clause. The location of such arbitration shall be Singapore, and such arbitration shall be conducted in English.

适用法律。本协议受新加坡法律管辖并依据新加坡法律解释，不考虑任何可能规定适用其他司法管辖区法律的法律选择原则。由本合同引起的或与本合同有关的任何争议，包括有关其存续、有效性或终止的任何问题，均应提交并最终通过新加坡国际仲裁中心按照其当时有效的规则进行仲裁来解决，该规则被视为通过引用并入本条款。仲裁地点应为新加坡，仲裁应以英语进行。

- h. Conflict between Languages. In the event of any conflict between the English terms of this Agreement and the Chinese terms of this Agreement, the English terms of this Agreement shall control.

语言之间的冲突。如果本协议的英文条款与本协议的中文条款之间存在任何冲突，则以本协议的英文条款为准。

- i. Entire Agreement. This Agreement constitutes the entire and only understanding between the parties with respect to the subject matter of this Agreement, and supersedes any prior or collateral agreement or understanding between them. Any requirements or obligations provided on drawings included in the Specifications (e.g., pre-printed requirements) other than dimensions and indication of the type of material are hereby voided and rendered invalid. This Agreement may be amended or modified only by a written instrument that specifically references this Addendum, and that is signed by an authorized representative of each party.

完整协议。本协议构成双方之间关于本协议标的的全部和唯一理解，并取代双方任何先前或附属协定或谅解。除了尺寸和材料类型之外，包含在规范中的图纸上（例如，预先印上的要求）的任何要求或义务在此作废并无效。本协议只能通过特别引用本附录并由各方的授权代表签署的书面文件进行修订或修改。