

**TERADYNE, INC.**  
**SEMICONDUCTOR TEST DIVISION**  
**TERMS AND CONDITIONS**  
**半导体测试部条款和条件**

These terms and conditions govern the sale of products ("Products") by Teradyne, Inc. and its subsidiaries ("Teradyne"), through its Semiconductor Test Division, to its customer ("Customer")

本条款和条件适用于 Teradyne, Inc.及其子公司 ("泰瑞达") 通过其半导体测试部向客户 ("客户") 销售的产品 ("产品")。

**1. PRICES 价格**

- a) The total price for the Products is the amount indicated on the Teradyne quotation. Prices are valid for the period indicated on the quotation. 产品总价为泰瑞达报价中所注明的金額。价格在报价中注明的期间有效。
- b) Payment shall be made in U.S. Dollars by check, wire transfer, or, if required by Teradyne, letter of credit. 款项应通过支票、转账或者 (应泰瑞达要求) 信用证以美元进行支付。
- c) Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price. If exemption from taxes is claimed, Customer must provide a certificate of exemption. 价格不包括除购买价款之外客户应付的任何销售税、增值税或类似税款。如主张免税, 客户必须提供免税证明。

**2. ORDERS 订单**

- a) Customer may cancel or reschedule orders for Products prior to shipment, subject to payment of Teradyne's standard cancellation and rescheduling charges. A schedule of such charges is available upon request. Product returns will be subject to Teradyne's approval and return charges. 客户可于发货前取消或重新安排产品订单, 但需支付泰瑞达对取消和重新安排的标准收费。该等收费的清单可应要求提供。产品退货需经泰瑞达批准并支付退货费用。
- b) Most Product orders require manufacture of Customer-specific configurations. Any changes to delivery dates or configurations after the initial order date may require a revised quotation and/or price change. 大多数产品订单要求根据客户特定配置进行定制生产。在初始订单日期后, 任何对于交付日期或配置的变更可能需要更改报价和/或价格变动。
- c) Any additional services indicated on the order(s) that are not subject to Teradyne's standard warranty or extended warranty, including but not limited to applications support, DIB support or training units, will expire 1 year from the date of Product installation. 订单中任何不适用泰瑞达的标准质保期或延长质保期的附加服务, 包括但不限于应用程序支持, DIB 支持或者单位培训, 将从产品安装之日起一年内到期。

**3. DELIVERY, SHIPMENT AND RISK OF LOSS 交付、发货和损失风险**

- a) Unless otherwise indicated on the Teradyne quotation, delivery will be made DAT destination country port per Incoterms 2020 for international shipments and DAP "customer site" per Incoterms 2020, for domestic U.S. shipments 除非在泰瑞达报价中另有说明, 国际发货应为根据 2020 国际贸易术语解释通则的 DAT 目的地港口交付, 美国国内发货应为根据 2020 国际贸易术语解释通则的 DAP 客户场所交付。
- b) Title to Products transfer to Customer in conjunction with Incoterms risk of loss as indicated on the Teradyne quotation. 产品所有权及国际贸易术语解释通则中的灭失风险将依照泰瑞达报价中的指示转移给客户。
- c) If Incoterm FCA, CPT or CIP selected: Teradyne is authorized to act as Customers true and lawful agent for purposes of preparing and filing the Electronic Export Information in accordance with the laws and regulations of the United States. 如选择 FCA, CPT 或 CIP 贸易术语: 泰瑞达被授权作为客户的真实合法的授权代表, 代表客户根据美国法律法规准备并提交 "电子出口信息"。

**4. INSTALLATION AND ACCEPTANCE 安装和验收**

- a) For Products (like integrated test systems) with installation included in the purchase price, installation is complete upon successful completion of Teradyne's installation procedures. If necessary, Customer shall provide Teradyne with labor to assist in the Installation of computer-operated systems. Field-installed options are subject to

standard installation charges.

对于在其购买价格中包括安装的产品 (如集成测试系统), 在成功完成泰瑞达的安装程序后, 安装即告完成。如有必要, 客户应向泰瑞达提供人手协助安装计算机操作的系统。对于现场安装的选配件, 需支付标准安装费用。

- b) Any special acceptance procedures must be agreed to by Teradyne's authorized representative in writing and may be subject to additional charges. Acceptance and/or issuance of Acceptance Certificate, if any, shall be completed and/or issued by the Customer within 30 days after the date of tender, otherwise, shall be deemed to have been accepted and/or issued on the day it is installed as per Section 4 c) hereunder. 任何特殊验收程序必须由泰瑞达授权代表书面同意, 并且可能需额外收取费用。如有任何验收和/或验收证书需签署, 客户应在产品提供后 30 天内完成验收和/或签署验收证书, 否则, 视为产品自如下 4 c) 条安装之日验收通过和/或签署验收证书。
- c) If Customer schedules or delays installation of Products with installation included in the purchase price more than 30 days after tender at Teradyne's designated factory, installation of the Products will be deemed to occur on the 31st day after such tender. 在购买价格中包括安装的情况下, 如客户将安装安排或延迟至在泰瑞达指定工厂提供产品 30 日后, 则产品将视为于该等提供之后的第 31 日进行安装。

**5. PAYMENT 付款**

- a) Payment terms are subject to Teradyne credit approval. Unless otherwise indicated in the quotation or separate written agreement of the Customer and Teradyne, payment for Products is due net 30 days from Teradyne's invoice date. Teradyne may change credit or payment terms at any time should Customer's financial condition or actual payment history so warrant. 付款条件取决于泰瑞达的信用批准。除非报价或者与泰瑞达之间另行签订的书面协议中另有规定, 产品款项应于泰瑞达发票日期后整 30 日到期支付。如客户的财务状况或实际支付历史证明适当, 泰瑞达可随时变更信用或付款条件。
- b) If payment is not received in accordance with the payment terms set forth in Section 5(a) above, then Teradyne, at its sole option, may assess a late payment fee from the date of tender on a month-to-month basis at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law, if less. 如未收到依照以上第 5(a)款所述付款条件支付的款项, 泰瑞达可自行选择, 自提供产品之日起按月收取滞纳金, 滞纳金比例为每月 1.5% 且每月复合计算, 或者法律许可的最高比例 (如低于前述比例)。
- c) Teradyne may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Teradyne agreement, and if, after 10 days written notice, the failure has not been cured. 如客户未能支付任何到期款项, 或者未履行本条款和条件或任何其他泰瑞达协议, 并且在收到书面通知 10 日后仍未改正, 则泰瑞达可停止履行。

**6. WARRANTY 质量保证**

- a) Teradyne warrants for one year that integrated test systems newly manufactured by Teradyne will be free of defects in workmanship and materials and will substantially conform to product specifications. Teradyne does not warrant that the operation of Products will be uninterrupted or error free. 泰瑞达提供为期一年的质量保证, 泰瑞达新生产的集成测试系统将不存在工艺和材料上的缺陷, 并且将基本符合产品规格。泰瑞达不保证产品的运行将不会中断或不存在错误。
- b) The warranty period begins on the date of installation, as determined in accordance with Section 4 above. If installation is not included in the purchase price, the warranty period begins on the date of tender at Teradyne's designated factory. 质量保证期自根据上述第 4 条确定的安装日开始计算。如安装不包括在购买价格中, 则质量保证期自在泰瑞达指定工厂提供产品之日起开始计算。
- c) During the warranty period, Teradyne, at no charge to Customer, will

service, adjust, or replace any non-conforming part(s) returned under this warranty.

在质量保证期内, 泰瑞达将免费对在本质质量保证项下退回的不合格部件进行检修、调整或替换。

- d) For integrated test systems installed by Teradyne, on-site repair, limited to servicing, adjusting, or replacing part(s), will be performed for a period of 1 year after commencement of the warranty at no additional cost to Customer.

对于泰瑞达安装的集成测试系统, 在质量保证期起算后一年的期限内将提供现场维修(仅限于检修、调整或替换部件), 而无需向客户收取额外费用。

- e) Teradyne warrants for 90 days that applications interfaces will substantially conform to the Product specifications. Teradyne's options and sub-systems will be covered by the remaining original warranty as the system to which they are attached or for 90 days after tender, whichever is longer.

泰瑞达对于应用接口基本符合产品规格提供为期 90 天的保证。泰瑞达的选配件和子系统将在其所附属系统原质量保证期的剩余期间内, 或者提供后 90 日内提供质量保证, 以较长者为准。

- f) This warranty applies only to normal use of the Product and shall be void if Teradyne determines that defects or non-conformities of the Product were caused by Customer's negligence, misuse, or accident, or by unauthorized repair, alteration or installation of the Product. This warranty does not extend to consumable items such as filters or fuses, nor to mechanical parts of the Product failing from normal wear and tear. Customer's sole remedy and Teradyne's exclusive liability for claims against Teradyne shall be the repair or replacement of the defective or nonconforming Product and parts or, if repair or replacement cannot be accomplished, Teradyne will refund to Customer amounts paid for the Product, depreciated over a 3 year period. This warranty is non-transferable.

本质量保证仅适用于产品的正常使用。如泰瑞达认定产品缺陷或不合符系由于客户的过失、不当使用或事故, 或者未经授权而对产品进行的维修、改装或安装, 则本质量保证失效。本质量保证不包括消耗品, 如滤网或保险丝, 也不包括应正常磨损而出现故障的产品机械部件。对于针对泰瑞达的主张, 客户的唯一救济和泰瑞达的全部责任应为维修或替换缺陷或不合符产品及部件, 或者如维修或替换无法完成, 泰瑞达将在以 3 年为周期进行折旧的基础上, 退还客户为产品支付的款项, 本质量保证不可转让。

- g) Teradyne's warranty with respect to software is set forth in Teradyne's Software License Agreement.

泰瑞达对于软件的质量保证在泰瑞达软件许可协议中进行规定。

- h) PRODUCTS MAY CONTAIN REMANUFACTURED PARTS. 产品可能包含翻新部件。

- i) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TERADYNE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

上述保证为全部保证, 并且未书面或口头明示或暗示任何其他保证。泰瑞达特别声明否认对于商销性、适合特定目的和不侵权的暗示保证。

## 7. SOFTWARE LICENSE 软件许可

Customer's use of Teradyne's and included third party software, including warranty, is governed by Teradyne's Software License Agreement located at <https://www.teradyne.com/terms-conditions/> or <https://www.teradyne.cn/terms-conditions/> and incorporated herein by reference.

客户对泰瑞达软件和包含的第三方软件的使用, 包括质保, 适用链接位于 <https://www.teradyne.com/terms-conditions/> 或 <https://www.teradyne.cn/terms-conditions/> 的泰瑞达亚洲软件许可协议, 其通过该引用而构成本条款和条件的一部分。

## 8. INTELLECTUAL PROPERTY CLAIMS 知识产权主张

- a) Teradyne will defend or settle any claim against Customer that Products infringe an intellectual property right in the country where the Products are initially delivered, provided Customer promptly notifies Teradyne in writing, assists in the investigation or defense of the claim and allows Teradyne to control the defense and settlement of such claim.

对于针对客户提出的产品在初始交付国侵犯知识产权的主张, 泰瑞达将进行抗辩或调解, 但前提是客户即时书面通知泰瑞达, 协助对主张进行调查或抗辩, 并且允许泰瑞达控制对该等主张的抗辩和调解。

- b) In the event of an infringement claim under Section 8(a) Teradyne will

pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely or is made, Teradyne may, at its option, modify the Product, procure any necessary license, or replace it with a non-infringing, functionally equivalent product. If Teradyne determines that none of these alternatives is reasonably available, Teradyne will refund Customer's purchase price upon return of the Product.

如出现第 8(a)款项下的侵权主张, 泰瑞达将承担对侵权主张的抗辩费用、调解金额及法院判决的损害赔偿金。如该等主张可能出现或者业已提出, 泰瑞达将自行选择修改产品, 获取任何必要许可, 或者以功能相当的不侵权产品进行替换。如泰瑞达认定无法合理提供任何该等替代方案, 泰瑞达将于客户退回产品后退还客户的购买价款。

- c) Teradyne has no liability under this Section 8 if Customer fails to comply with its obligations hereunder or for any claim of infringement arising from:

如客户未遵守本条款和条件项下义务, 或者侵权主张因以下原因而产生, 则泰瑞达不承担本第 8 条款项下的责任:

1. Teradyne's compliance with, or use of, Customer's designs, specifications, instructions or technical information; 泰瑞达对客户的设计、规格、指示或技术信息的遵守或使用;
2. Product modifications by Customer or a third party; 客户或第三方对产品的修改;
3. Product use prohibited by specifications or related application notes; or 对产品进行规格或相关操作说明书中禁止的使用; 或者
4. Use of the Product with products not supplied by Teradyne. 将产品与非由泰瑞达供应的产品一同使用。

- d) These terms state Teradyne's exclusive liability for claims of intellectual property infringement or misappropriation of trade secrets.

上述条款规定了泰瑞达对于知识产权侵权主张或盗用商业秘密主张的全部责任。

## 9. LIMITATION OF LIABILITY AND REMEDIES 责任限制和救济

- a) IN NO EVENT WILL TERADYNE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR MULTIPLE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER CLAIMS FOR SUCH DAMAGES ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

在任何情况下, 对于任何特殊、附随、间接、结果性、惩罚性或多重损害赔偿金(包括但不限于设施或设备失去用途、数据丢失、收入损失、利润损失或商誉损失的损害赔偿金), 不论对该等损害赔偿金的主张是基于合同、侵权、保证或任何其他法理, 即使曾被告知该等损害的可能性, 泰瑞达均无需承担责任。

- b) TO THE EXTENT THAT LIMITATION OF LIABILITY IS PERMITTED BY LAW, TERADYNE'S LIABILITY TO CUSTOMER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO SUCH CLAIM OF LIABILITY.

如法律允许责任限制, 泰瑞达对客户的责任仅限于造成该等责任主张产品的购买价款。

- c) The limitations set forth in Sections 9(a) and 9(b) above will not apply to infringement claims under Section 8, or to damages for bodily injury or death.

以上第 9(a)款和第 9(b)款中所述的限制, 不适用于第 8 条款项下的侵权主张, 或者人身伤害或死亡的损害赔偿金。

- d) The remedies in these terms and conditions are the Customer's sole and exclusive remedies.

本条款和条件中的救济是客户可取得的唯一和全部救济。

## 10. RESTRICTIONS 限制

- a) Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any use, location, or user in violation of the U.S. Export Administration Regulations (EAR) (15 C.F.R. Parts 730 to 744); US Sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) (31 C.F.R. Parts 500 to 599); EU sanctions implemented by EU Member States; or EU and Member States export controls administered pursuant to Council Regulations (EC) 821/2021, Switzerland export control regulations and all other applicable national export control laws and regulations (collectively, "Sanctions")

不得违反《美国出口管制条例》(EAR) (《美国联邦法规》第 15 编第 730 至 774 部分); 由美国财政部外国资产控制办公室 (OFAC)

实施的美国制裁（《美国联邦法规》第 31 编第 500 至 599 部分）；由欧盟成员国实施的欧盟制裁；或根据《欧洲理事会第 821/2021 号条例》、瑞士出口管制条例和其他适用的国家出口管制法律和法规实施的欧盟和成员国出口管制（统称为“制裁”），直接或间接将产品销售、出口、再出口、转让或转移至任何地点或用户，或用于任何用途。

- b) Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person: (i) that is a target of Sanctions; (ii) located, organized or ordinarily residing in Iran, North Korea, Syria, Cuba or the Crimea, Donetsk or Luhansk region of the Ukraine; or (iii) owned or controlled by a person described in clause (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibition or restrictions as the person in (i) or (ii).

产品不得直接或间接销售、出口、再出口、转让或转移给以下任何人员：(i) 为制裁对象；(ii) 位于、组织于或通常居住于伊朗、朝鲜、叙利亚、古巴、或乌克兰的克里米亚、顿涅茨克或卢甘斯克地区；或 (iii) 由 (i) 或 (ii) 项所述人员拥有或控制，因此该拥有或受控人员受到与 (i) 或 (ii) 项人员相同的禁止或限制。

- c) Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person on any list of concern, such as the U.S. Department of Commerce's Bureau of Industry & Security (BIS) Denied Person List, Entity List, Unverified List, or the Military End User List.

产品不得直接或间接销售、出口、再出口、转让或转移给任何关注清单上的任何人员，如《美国商务部工业和安全局 (BIS) 被拒绝人员清单》、《实体清单》、《未核实清单》或《军事最终用户清单》。

- d) Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly for any prohibited activities set forth in Section 744 of the EAR, including, but not limited to, prohibited nuclear, missile, unmanned aerial vehicle (drone), or chemical-biological weapons activities.

不得直接或间接销售、出口、再出口、转让或转移产品，用于 EAR 第 744 节中规定的任何受禁活动，包括但不限于受禁核武器、导弹、无人驾驶飞行器(无人机)或生化武器活动。

- e) Products shall not be used for the Production (including test) or development of any part, component, or equipment produced, purchased, or ordered by any entity on the Entity List without authorization or any entity on the Entity List with a footnote 1, 3 or 4 designation in the license requirement column of the Entity List (15 C.F.R. Part 744, Supp. No. 4).

产品不得用于《实体清单》(《美国联邦法规》第 15 编第 744 部分第 4 条补充条款) 的许可要求栏中带有脚注 1、3 或 4 名称的任何实体或《实体清单》上未经许可的任何实体所生产、购买或订购的任何零件、部件或设备的生产(包括测试)或开发。

- f) Products shall not be exported, reexported, transferred, or diverted directly or indirectly for the production of a supercomputer in or destined to China or Macau; for the production of integrated circuits at a semiconductor fabrication facility; or for the production of items specified under ECCN's 3B002, 3B090, 3B611, 3B991 or 3B992 as defined in 744.23.

不得直接或间接出口、再出口、转让或转移产品，用于在中国或澳门生产或运往中国或澳门的超级计算机；用于半导体制造工厂生产集成电路；或用于生产 EAR 第 744.23 部分中定义的出口管制分类编码 3B002、3B090、3B611、3B991 或 3B992 项下项目。

- g) Customer is not a military end user/military intelligence end user, shall not use the Product(s) for a military end use/military-intelligence end use and shall not sell, export, reexport, transfer or divert the Product(s) to a military end user/military-intelligence end-user as defined in the EAR part 744.21 and 744.22. Customer shall not use the Products for a military end-use including for the development, production or test of a military item as defined in Article 4 of Council Regulations (EC) 821/2021.

客户不是军事最终用户/军事情报最终用户，不得将产品用于军事最终用途/军事情报最终用途，并且不得向 EAR 的第 744.21 和 744.22 部分中定义的军事最终用户/军事情报最终用户销售、出口、再出口、转让或转移该产品。客户不得将产品用于军事最终用途，包括开发、生产或测试《欧洲理事会第 821/2021 号条例》第 4 条中定义的军事项目。

## 11. GENERAL 一般条款

- a) Teradyne will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control. For the purposes of this paragraph, a "cause beyond reasonable control" shall include any natural acts or events or any act of a government or other authority including by legislation or regulation including trade sanctions, industrial dispute, fire, explosion, accident, power failure, pandemic, flood, riot or war (declared or undeclared), shortages of raw

materials or components.

- 泰瑞达不对其合理控制之外原因造成的延迟履行或不履行承担责任。就本款而言，“超出合理控制范围的原因”应包括任何自然行为或事件，或政府或其他当局的任何行为，包括：包含贸易制裁的立法或法规、工业纠纷、火灾、爆炸、事故、断电、疾病流行、洪水、骚乱或战争（无论宣布或未宣布）、原材料或部件短缺。

- b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

如任何一方资不抵债、无法支付到期债务、申请破产、成为强制破产的对象、被指定接管人或者其资产被转让，则另一方取消任何未履行的义务。

- c) A Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Teradyne may suspend performance if Customer is in violation of applicable laws or regulations.

对本条款和条件项下所购买产品、技术或技术数据进行出口、再出口或进口的客户，需承担遵守适用的法律法规并取得进出口授权的责任。如客户违反适用的法律法规，泰瑞达可中止履行。

- d) To the maximum extent permitted by law, Customer shall be solely responsible for complying with, and shall otherwise assume all liabilities that may be imposed in connection with, any legal requirements adopted by any governmental authority related to Directive 2002/96/EC of the European Parliament and of the Council on Waste Electrical and Electronic Equipment, dated January 27, 2003, or otherwise mandating waste collection, treatment, recovery, disposal, financing or related obligations in connection with the Products. Customer shall defend, indemnify and hold Teradyne harmless from any damage, claim or liability relating thereto. At the time Customer desires to dispose of the Products, Customer shall comply with the specific waste management requirements of the local jurisdiction.

在法律允许的最大范围内，对于任何政府部门就 2003 年 1 月 27 日生效的《欧洲议会与理事会关于报废电气电子设备的指令 2002/96/EC (Directive 2002/96/EC)》，或者其他委托办理与产品相关的废物收集、处理、回收、处置、资助或相关义务而提出任何法律要求，客户应完全负责进行遵守并且应承担所有可能施加的相应责任。对于与此相关的任何损害赔偿、主张或责任，客户应进行抗辩，并且赔偿和保障泰瑞达免于损害。在客户处置产品时，客户应遵守相应当地法律对废物管理的相关要求。

- e) Disputes arising in connection with these terms and conditions will be governed by the laws of the Commonwealth of Massachusetts.

关于本条款和条件而产生的争议应适用马萨诸塞州法律。

- f) Neither party's failure to exercise any of its rights under these terms and conditions will be deemed a waiver or forfeiture of those rights.

任何一方未行使本条款和条件项下的权利均不应视为放弃或丧失该等权利。

- g) To the extent that any provision of these terms and conditions is determined to be illegal or unenforceable, the remainder of these terms and conditions will remain in full force and effect.

如本条款和条件的任何条款被认定为非法或不可执行，本条款和条件的剩余条款将继续完全有效。

- h) All references to Incoterms shall mean Incoterms 2020. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions.

所有提及的国际贸易术语解释通则应指《2020 年国际贸易术语解释通则》。《联合国国际货物销售合同公约》不适用于本条款和条件。

- i) These terms and conditions constitute the entire agreement between Teradyne and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's submission of a purchase order is deemed an acceptance of these terms and conditions, without modifications. In the event of a discrepancy between these terms and conditions and a Customer purchase order, these terms shall govern.

本条款和条件构成泰瑞达与客户之间的完整协议，并且取代之前双方之间关于本条款和条件项下交易的任何口头或书面沟通、陈述或约定。客户的额外或不同的条款和条件不得适用。客户提交订单即视为对本条款和条件不加修改的接受。如本条款和条件与客户订单之间有不符之处，以本条款和条件为准。