

TERADYNE, INC.
SYSTEMS TEST GROUP
TERMS AND CONDITIONS
泰瑞达公司
系统板件测试部门
条款和条件

These terms and conditions govern the sale of goods and the provision of services by Teradyne, Inc. and its subsidiaries (“Teradyne”), by and through its Systems Test Group (“STG”), to its customer (“Customer”). The term “Products” as used herein shall mean goods and/or services, as the context allows.

泰瑞达公司及其子公司（合称“泰瑞达”）通过其系统测试小组（“STG”）向客户（“客户”）销售货物和提供服务，适用本条款条件。在本条款条件中，“产品”一词指货物和/或服务，具体依情况而定。

1. PRICES 价格

- a) The total price for the Products is the amount indicated on the Teradyne quotation or written agreement signed by an authorized representative of Teradyne. Prices are valid for the period indicated on the quotation or signed agreement.
产品总价为泰瑞达授权代表签署的泰瑞达报价单或书面协议所示金额，这些价格在报价单或书面协议所示期间内有效。
- b) Payment shall be made in U.S. Dollars in Boston, Massachusetts, U.S.A., or such other place as Teradyne may designate, by check, wire transfer, or, if required by Teradyne, letter of credit.
付款货币为美元，付款地点为美国马萨诸塞州波士顿或泰瑞达指定的其它地点；付款方式为支票、转账，或在泰瑞达要求时也可采用信用证。
- 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.
价格不含除购买价款之外应由客户缴纳的任何销售税、增值税或类似税金。若主张免税，则客户须提供免税证明。

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 then in effect. A schedule of such charges is available upon request. Product returns will be subject to Teradyne’s approval and return charges.
在发货之前，客户可取消或改期产品订单，不过客户须按泰瑞达当时执行的标准支付取消费和改期费。客户得向泰瑞达索取费用清单。产品退货须经泰瑞达批准，并应支付退货费。
- b) Product orders may 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.
产品订单可要求按客户的特定配置进行生产制造。初始订单日后对交货日期或配置的任何变更，可能需要更新报价及/或变更价格。

3. DELIVERY, SHIPMENT AND RISK OF LOSS 交货、发货及灭失风险

- a) Unless otherwise indicated on the Teradyne quotation, delivery will be made FCA per Incoterms 2020. Shipment by sea at Customer’s request will be subject to additional charges and may void the Product warranty.
除非泰瑞达报价单上另有注明，否则交货适用 Incoterms 2020 的货交承运人条件 (FCA) 术语。若客户要求海运，则客户须支付额外费用，并且可能导致产品保证失效。
- b) Title to Products and risk of loss will pass to Customer at Delivery per the applicable Incoterms indicated on the Teradyne quotation.
交货时，产品所有权和灭失风险按泰瑞达报价单所示适用 Incoterms 条件的规定转移给客户。

4. PRODUCT ACCEPTANCE 产品验收

- a) 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 issued on the 31st day upon tender.
任何特殊验收程序，均须泰瑞达授权代表书面同意，并且客户可能须支付因此产生的额外费用。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，产品自到货之日起第 31 天起，则视为验收通过和/或已签署验收证书。

5. PAYMENT 付款

- a) Payment terms are subject to Teradyne credit approval. Unless otherwise indicated in the quotation or separate written agreement of 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.
付款条款须经泰瑞达的信用部门批准。除非报价单或客户与泰瑞达签订的书面协议另有注明，产品款项须在泰瑞达发票日期起净 30 日内支付。如客户的财务状况或实际付款历史记录证明适当，泰瑞达可随时变更信用或付款条款。
- 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.

若泰瑞达未在第 5(a)款规定的时间内收到货款，则泰瑞达可自行决定从提供产品之日起以每月 1.5%的利率按月收取滞纳金，并按月复利计算，或者按法律允许的最高利率收取滞纳金（如果低于前述利率）。

- c) Teradyne may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Teradyne agreement if, after 10 days written notice, the failure has not been cured.

若客户未支付任何到期应付款项，或者未履行本条款条件或客户与泰瑞达签订的任何其它协议项下的义务，并且在收到泰瑞达书面通知后 10 日内未予以改正，则泰瑞达可中止履行。

6. WARRANTY 保证

- a) The Product warranty is the standard Teradyne STG Warranty in effect at the time an order is placed and is available at <https://www.teradyne.com/pbt-terms/> or <https://www.teradyne.cn/terms-conditions/>. In addition to the terms set forth in the STG Warranty, Teradyne shall not be liable for any direct or indirect damages incurred by Customer where such damages are the result of repair services, calibration or certification services performed by an unauthorized third party or a third party deemed unqualified by Teradyne.

产品保证适用客户下订单当时实施的“泰瑞达 STG 标准保证条款”，具体请见 <https://www.teradyne.com/pbt-terms/> 或 <https://www.teradyne.cn/terms-conditions/>。除泰瑞达 STG 标准保证条款中规定的条款外，对于因未经授权的第三方或泰瑞达认为不合格的第三方提供的修理服务、校准或认证服务引起的任何直接或间接损害，泰瑞达概不负责。

- b) PRODUCTS MAY CONTAIN REMANUFACTURED PARTS.

产品可能含再制造的零部件。

- c) THE ABOVE REFERENCED 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.

上述保证为泰瑞达的所有保证，除此之外泰瑞达未作出任何其它明示或默示的书面或口头担保。泰瑞达在此特别声明，泰瑞达并未就产品的适销性、适合特定目的性以及非侵权性作出任何默示担保。

7. SOFTWARE LICENSE 软件许可证

- a) Customer's use of Teradyne's and included third party software, including warranty, is governed by Teradyne's Software License Agreement available at <https://www.teradyne.com/pbt-terms/> or <https://www.teradyne.cn/terms-conditions/>. In addition to the foregoing, test software licensing enablement may require transient test system access to the Teradyne customer software portal account.

客户使用泰瑞达及产品中所含的第三方软件（包含保证），适用泰瑞达的“软件许可协议”，详见链接 <https://www.teradyne.com/pbt-terms/> 或 <https://www.teradyne.cn/terms-conditions/>。除上述外，测试软件许可启用可能需用瞬态测试系统进入泰瑞达客户的软体网路门户。

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.

针对客户提出的产品在初始交付地所在国侵犯知识产权的主张，泰瑞达会就主张进行抗辩或达成和解，前提是客户应即时就主张事宜向泰瑞达发出书面通知，协助对主张进行调查或抗辩，并允许泰瑞达控制该等主张的抗辩及和解。

- 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.

若发生第 8 (a)款项下的侵权主张，泰瑞达将支付侵权主张的抗辩费用、和解金以及法院判决的损害赔偿金。若有可能提出或者已经提出主张，则泰瑞达可自行选择修改产品、取得必要的许可或者用不侵权并且功能相当的产品来取代。若泰瑞达确定这些替代措施均不合理可行，则在客户退回产品后泰瑞达会将采购价款退还给客户。

- 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:

若客户未遵守在本条款条件项下的义务，或该等侵权主张基于下列任何原因引起的，则泰瑞达不承担本条（第 8 条）项下的任何责任：

1. Teradyne's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
泰瑞达遵从或使用客户的设计、规格、指示或技术信息；
2. Product modifications by Customer or a third party;
客户或第三方对产品进行修改；
3. Product use prohibited by specifications or related application notes; or
产品的使用违反规格或相关应用说明的禁止性规定；或者
4. Use of the Product with products not supplied by Teradyne.
将产品与不是由泰瑞达提供的产品结合使用。

- d) These terms state Teradyne's exclusive liability for claims of intellectual property infringement or misappropriation of trade secrets. 对于知识产权侵权主张或盗用商业秘密主张，上述条款规定了泰瑞达的全部责任。

9. LIMITATION OF LIABILITY AND REMEDIES 责任限制及补救

- 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, 对于任何特别、附带、间接、结果性、惩戒性或多重损害赔偿(包括但不限于设施或设备使用损失、数据丢失、收入损失、利润损失或商誉损失引起的损害赔偿), 不论这些损害赔偿索赔是基于合同、侵权、保证, 还是基于任何其它法律理论, 即使泰瑞达被告知这些损害赔偿可能会发生, 泰瑞达也概不负责。

- 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.

在法律允许的责任限制范围内, 泰瑞达对客户的责任仅限于引起责任索赔的产品的采购价款。

- 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.

上述第 9(a)款和第 9(b)款规定的责任限制, 不适用于第 8 条项下的侵权主张或人身伤亡损害赔偿。

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

本条款条件规定的补救是客户在本条款条件项下所能获得的唯一和全部补救。

- e) Teradyne's acceptance of liability, its service obligations and/or its performance guarantees are contingent upon Teradyne's authorized personnel or authorized third parties providing the required periodic service and calibration or certification of the Products.

泰瑞达承担责任、履行服务义务及/或履约担保的前提条件是, 必须由泰瑞达的授权人员或泰瑞达授权的第三方按要求定期对产品进行检修、校准或认证。

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所有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 (包含测试) 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，包含开发、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 一般约定

- 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.
泰瑞达不对超出其合理控制的原因引起的迟延履约或不履约承担责任。就本款而言，“超出合理控制的原因”应包含任何自然行为或事件，或政府或其他当局的任何行为，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.
若任何一方破产，无力偿还到期债务，申请破产，成为非自愿破产主体，被指定接管人，或者资产被转让，则另一方可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, specifically including, but not limited to, the International Traffic in Arms Regulation and the Export Administration Regulation, and for obtaining required export and import authorizations. Teradyne may suspend performance if Customer is in violation of applicable laws or regulations.
出口、再出口或进口本条款条件下所购买产品、技术或技术资料的客户，须遵守适用的法律法规，包含但不限于《国际军火交易条例》和《出口管理条例》，并负责取得进出口授权。若客户违反适用的法律法规，泰瑞达可中止履约。
- 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，客户应独自负责满足任何政府部门针对下列法令实施的法律要求，否则应承担所有相关责任：欧洲议会第 2002/96/EC 号指令，欧盟理事会于 2003 年 1 月 27 日颁布实施的《废弃电气电子设备指令》，或者与产品废物收集、处理、回收、处置、筹资或相关义务相关的强制性法律法规。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，对泰瑞达进行补偿，使泰瑞达免受损害。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. 与本条款条件相关的争议适用美国马萨诸塞州法律。
- 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条件项下的任何权利，不视为该方放弃或丧失这些权利。
- 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.
若本条款条件的任何规定被判定为不合法或不可执行，则本条款条件的其它规定仍然全面有效。
- h) These terms and conditions are made in English. The Chinese version is for reference only. In case of any ambiguity herein, the English version shall prevail.
本条款条件以英文作成，中文版本仅为参考。英文版与中文版间发生歧异时，应以英文版为准。
- i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions.
本条款条件不适用《联合国国际货物销售合同公约》。
- j) 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. Teradyne's offer to sell or acceptance of Customer's offer to buy is expressly conditioned on Customer's assent to all of the terms and conditions herein. Customer's submission of a purchase order is deemed an acceptance of these terms and conditions, without modifications or additions. In the event of a discrepancy between these terms and conditions and a Customer purchase order, these terms shall govern.
本条款条件构成泰瑞达和客户之间的完整协议，取代此前双方之间就本条款条件项下的交易作出的任何口头或书面沟通、陈述或协议。泰瑞达发出的销售邀约或接受客户的购买邀约，明确以客户同意本条款条件的所有规定为条件。客户下采购订单即视为全面接受本条款条件，不对本条款条件进行任何修改或增加。若本条款条件与客户采购订单不一致，应以前者为准。
- k) If this is an order under a U.S. Government contract, then only the Federal Acquisition Regulation (FAR) clauses required to be incorporated in a commercial item subcontract pursuant to FAR 52.212-5(e) shall be incorporated.

对于美国政府合同项下的采购订单，仅有根据美国《联邦采购条例》（FAR）第 52.212-5(e)款要求应纳入到商品分包合同中的 FAR 条款将新增适用于本条款条款。

- l) If this quotation is for a U.S. Government prime contract, Federal Acquisition Regulation (FAR) terms and conditions 52.212-4 shall be incorporated, as tailored by Teradyne's APPENDIX TO FEDERAL ACQUISITION REGULATION (FAR) 52.212-4 TERMS AND CONDITIONS available at <https://www.teradyne.com/pbt-terms/> or <https://www.teradyne.cn/terms-conditions/>.

若本报价单用于美国政府主合同，则应新增适用美国《联邦采购条例》（FAR）第 52.212-4 款规定的条款条件，具体见泰瑞达定制的附录“《联邦采购条例》（FAR）第 52.212-4 条款款条件”（<https://www.teradyne.com/pbt-terms/> 或 <https://www.teradyne.cn/terms-conditions/>）。