

## Terms and Conditions of Sales

### 销售条款

#### I. General

##### 1. 通用条款

All business and services of Focuslight Group, including Focuslight Technologies Inc., Xi'an RGB view Technologies Co., Ltd, Focuslight (DG) Micro optics Co., Ltd, Focuslight (Hai Ning) Optoelectronics Co., Ltd., Focuslight (Hong Kong) Investment Management Co., Ltd, Focuslight USA LLC, LIMO GmbH, LIMO Display GmbH, Focuslight Europe Ltd. (hereinafter also referred to as "Focuslight") are exclusively subject to the following conditions. This shall be valid for all future business relationships as well.

炬光科技的所有业务和服务，包括西安炬光科技股份有限公司、西安域视光电科技有限公司、炬光（东莞）微光学有限公司、炬光（海宁）光电有限公司、炬光（香港）投资管理有限公司、Focuslight USA LLC、LIMO GmbH、LIMO Display GmbH、Focuslight Europe Ltd.（以下简称“炬光科技”）仅受以下条款的约束，同时这也适用于所有未来的业务关系。

Differing or additional conditions require Focuslight's explicit and written consent in order to become effective. A written confirmation of a verbal agreement will only become effective if it is confirmed in writing by the receiving party. All orders as well as any guarantee for certain qualities and any particular warranties require Focuslight's written confirmation in order to become effective. This requirement for written form can only be disclaimed by a written agreement. The customer's general terms and conditions will not become contents of the contract even if they are attached to inquiries, orders, notices of acceptance etc. and Focuslight does not explicitly object to them.

不同或附加的条件需要炬光科技的明确书面同意才能生效。口头协议的书面确认只有在接受方以书面形式确认后才生效。所有订单以及对某些质量的任何保证和任何特殊保证都需要炬光科技的书面确认才能生效。这种书面形式的要求只能通过书面协议予以否认。客户的一般条款不会成为合同的内容，即使这些条款和条件附在询价单、订单、中标通知书等之后，炬光科技也没有明确反对这些条款。

All quotations submitted by Focuslight will be subject to confirmation. Orders will only be considered to be accepted when they have been confirmed by Focuslight in writing. Our acknowledgement of order will be decisive for the contents of the contract unless a written opposition reaches Focuslight before or at the same time of the date of our acknowledgement of order.

炬光科技提交的所有报价将以确认为准。只有在炬光科技以书面形式确认订单后，订单才会被

视为已被接受。除非炬光科技在确认订单之日、之前或同时收到书面反对意见，否则我方确认订单将对合同内容起决定性作用。

Orders cannot be cancelled and shipping dates can only be changed at customer request by written agreement. In case where Focuslight agrees to accept cancellation of an order, customer is liable for full amount of costs incurred as determined by Focuslight at its sole discretion.

订单不能取消，装运日期只能在客户提出书面协议要求时更改。如果炬光科技同意取消订单，客户应承担炬光科技自行决定的全部费用。

Subsidiary agreements reached before or upon the conclusion of the contract always will require our written consent in order to become effective.

在签订本合同之前或之后达成的附属协议始终需要炬光科技的书面同意才能生效。

If INCOTERMS are agreed upon for international sales, the definitions of INCOTERMS 2010 specified and published by the International Chamber of Commerce in Paris will apply.

如果就国际销售达成了《国际贸易术语解释通则》，巴黎国际商会指定并公布的《2010年国际贸易术语解释通则》的定义将适用。

## II. Prices and payments

### 2. 价格和付款

Our prices are quoted ex works (Xi'an/Dongguan/Haining/Dortmund) exclusive of packing, freight and insurance. Within the country of Focuslight legal entity in Focuslight Group that Customer chooses to contract with, the statutory rate of value-added tax will be added to the prices agreed upon.

我方报价为工厂交货价（西安/东莞/海宁/多特蒙德），不包括包装费、运费和保险费。在客户选择与炬光科技各个法人实体签订合同的国家/地区内，法定增值税税率将添加到商定的价格中。

Except as otherwise provided in the acknowledgement of order, our invoices are payable strictly as per quotations.

除订单确认书另有规定外，我方发票严格按报价单支付。

In case of delivery to customers resident outside the country of Focuslight legal entity in Focuslight Group that Customer chooses to contract with or in case of deliveries intended for exportation out of the aforementioned territory, by placing orders to Focuslight, customer confirm acceptance of the followings: Export control compliance with EMEA, US and China applicable regulations.

如果客户选择与炬光科技中的法人实体签订合同，或如果客户的交货计划出口到上述地区以外的国家，则通过向炬光科技下订单，客户确认接受以下内容：符合 EMEA 地区、美国和中国适用的出口管制法律法规。

The customer shall not be entitled to assert a right of retention against our claims or to offset counterclaims unless they have been expressly recognized by us or have been established by final judgement. A transfer of rights and obligations of the customer from our contracts is only allowed with our written acceptance. Focuslight shall deny such acceptance just in case of a sufficient reason.

除非我方明确承认或最终判定确定，否则客户无权就我方索赔获得资产留置权或抵消反索赔。只有在我们书面接受的情况下，才允许从我们的合同中转让客户的权利和义务。如有充分理由，炬光科技应拒绝接受。

### III. Delay in performance

#### 3. 履约延迟

Compliance with the payment dates and times is of the essence of the Contract. Expiration of the due date for payment automatically constitutes formal notice. Should the Buyer fail to meet its payment obligations on due dates, the Buyer shall be liable for late payment interests at the rate of LIBOR +2% without formal notice, computed from said due date to actual date of payment, Focuslight reserving the right to assert further claims of damages. Focuslight shall also be entitled to suspend the performance of the Contract, including to withhold future deliveries, until delinquent payments are made, being understood that the Customer shall indemnify and reimburse Focuslight for any applicable additional storage charges together with any additional insurance and/or double handling charges.

遵守付款日期和时间是合同的关键。付款到期日的到期自动构成正式通知。如果买方未能在到期日履行其付款义务，买方应在炬光科技不发出正式通知的情况下，按照伦敦银行同业拆借利率+2%的利率承担逾期付款利息，从上述到期日至实际付款日计算，炬光科技保留进一步索赔的权利。炬光科技也有权暂停履行合同，包括暂停未来的交货，直到拖欠款项支付完毕，客户应赔偿炬光科技任何适用的额外仓储费以及任何额外保险和/或双重处理费。

If the customer is in delay regarding one of his/her contractual performances, Focuslight will be authorized at its option to demand immediate return of the delivered goods, to withdraw

from the contract or to demand damages for non-performance. In case the customer is in delay regarding one of his/her contractual performances Focuslight is entitled to invoice any accumulated claims and to demand immediate payment.

如果客户延迟履行合同，炬光科技将有权选择要求立即退货、撤销合同或要求赔偿违约金。如果客户延迟履行合同，炬光科技有权就任何累计索赔开具发票，并要求立即付款。

Accordingly, the customer is still obliged to reimburse all the fees, charges and expenses incurred in asserting Focuslight's legal rights in and out of the country of Focuslight legal entity in Focuslight Group that Customer chooses to contract with.

因此，客户仍有义务偿还在客户选择与炬光科技签订合同的炬光科技各个法人实体所在国内外主张炬光科技的合法权利所产生的所有费用和开支。

#### **IV. Delivery, passing of risk and acceptance**

##### **4. 交付，风险转移和验收**

Shipment will always take place at the customer's expense and risk. The shipped goods will be insured against damage in transit only if explicitly requested by the customer and at his/her expense.

装运费用和 risk 将始终由客户承担。只有在客户明确要求的情况下，装运的货物才会投保运输途中的损坏险，费用由客户承担。

Notwithstanding his/her rights under these terms and conditions of sale, delivery and payment, delivered goods will have to be accepted by the customer even if they have immaterial defects.

尽管客户在这些销售、交付和付款条款下享有权利，但交付的货物即使有非实质性缺陷，也必须被客户接受。

#### **V. Delivery time**

##### **5. 交付时间**

Binding dates of deliveries of goods or provisions of services (delivery dates) have to be agreed upon as such in writing. A period for the delivery of goods or provision of services (delivery period) shall begin upon receipt of our acknowledgement of order by the customer only, however not before production of the technical data to be provided by the customer, in case of international sales only upon establishment of the letter of credit under these terms and conditions of sale, delivery and payment. Modifications to or extensions of the scope of the order agreed upon after the conclusion of the contract will reasonably extend and postpone the initial delivery periods and delivery dates, respectively.

交付货物或提供服务的约束日期（交付日期）必须以书面形式商定。交付货物或提供服务的期限（交货期）应仅在收到客户对我方订单的确认后开始，但不得在客户提供的技术数据产生之前开始，如果是国际销售，只有在根据销售、交货和付款条款和条件开立信用证后才能进行。合同签订后对订单交货期的修改或延长包括合理延长和推迟初始交货期。

The delivery period will be considered to be met if the contract item left our works or readiness for dispatch has been announced by the time of its expiration. Partial deliveries shall be admissible on equal terms of this section.

如果合同标的离开我方工厂或在到期时已宣布准备发运，则视为交货期已满。根据本节的同等条款，可接受分批交货。

The customer shall have the right to request from us delivery within a reasonable period of time in writing when a non-binding delivery date or a non-binding delivery period has been exceeded by two weeks. This reminder puts us in default. If we are in default, the customer will be committed to grant us an additional period of time of reasonable length in writing under penalty of refusal to accept performance. When the additional period of time has expired without result, the customer will be authorized to withdraw from the contract.

当不具约束力的交货日期或不具约束力的交货期超过两周时，客户有权以书面形式要求我方在合理期限内交货。这个提醒使我们处于违约状态。如果我方违约，客户将以书面形式承诺给予我方合理期限的额外时间，并可以选择拒绝接受履约。当额外期限到期而我方仍然未完成交货时，客户有权终止合同。

Impairments of delivery and performance due to force majeure or as a result of labor disputes, interventions by authorities, interruption of operations, difficulties in obtaining material or energy supply or any other unforeseeable exceptional circumstances for which we are not responsible, regardless in each case whether these circumstances occur in our company or at our subcontractors, will extend the delivery time by the period of the impairment. This provision will not apply to cases in which we entered into our obligation regarding the delivery time although these circumstances were foreseeable or we did not take possible and reasonable actions in order to avoid or prevent the impairment of performance or we are ourselves responsible for the impairment. In compliance with the provisions above, we will not be liable for the circumstances mentioned even if they occur during a default already existing. We can invoke these provisions only if we inform the customer of the onset and the probable duration of such impairments immediately.

由于不可抗力或因劳资纠纷、政府干预、运营中断、材料或能源供应困难或任何其他不可预见的特殊情况（我方对此不承担责任）导致的交货和履约延期，无论在任何情况下，无论这些情

况是发生在我方还是在我们的分包商，都将延长交货期间。本规定不适用于我们就交货时间承担义务的情况，尽管这些情况是可预见的，或者我们没有采取可能和合理的行动来避免或防止履约延迟，或者我们自己对履约延迟负责。根据上述规定，即使上述情况发生在已经存在的违约期间，我方也不承担任何责任。只有当我们立即通知客户此类履约延迟的开始和可能持续时间时，我们才能援引这些规定。

If damage arises for the customer on account of a delay we are responsible for, he/she will be entitled to claim compensation for damages. The amount of the compensation for damages is limited to be half percent (0.5%) of the price of the delayed Products per completed month of delay after the expiry of a sixty (60) sixty calendar days grace period, and shall not exceed five percent (5%) of such price. This provision will not affect our liability under these terms and conditions of sale, delivery and payment. With this, all claims for damage for default shall be settled. Focuslight does not assume any further liability in case of default; Focuslight shall in no case be liable for claims for damage beyond the limits set forth in the provision "Liability". This will not apply if liability is mandatory in cases of intent or gross negligence.

如果客户因我方延误而受到损害，客户将有权要求赔偿损失。在六十（60）个日历日宽限期到期后，每延迟一个月，损害赔偿金的金额限于延迟产品价格的百分之零点五（0.5%），且不得超过该价格的百分之五（5%）。本条款不影响我方在销售、交货和付款条款下的责任。因此，所有违约损害赔偿金都应得到解决。如果发生违约，炬光科技不承担任何进一步的责任；炬光科技在任何情况下都不对超出“责任”条款中规定的限额的损害索赔负责。如果在故意或重大过失的情况下必须承担责任，则不适用此规定。

## VI. Reservation of title

### 6. 所有权保留

The delivered goods will remain our property until complete fulfilment of all our claims under the business relationship with the customer (reserved goods), even if the individual good has already been paid. In case of current account, the reserved property shall be considered to be the security of our balance claim.

即使个别货物已经支付，交付的货物仍将是我们的财产，直到客户完全支付所有款项。如果有账期的付款，保留的财产将被视为我方应收款项的担保。

The customer shall have to insure the delivered goods against theft, breakage, fire, water and other damages until the passing of title. The customer already now assigns to us all rights under the insurance contracts and his/her claims against their insurer.

在所有权转移之前，客户必须为交付的货物投保偷窃、破损、火灾、水灾和其他损坏险。客户现在已经将保险合同下的所有权利以及客户对其保险公司的索赔转让给我方。

The customer must neither pledge the reserved goods nor assign them by way of security. The customer will have to inform us immediately in case of seizure or other dispositions.

客户不得将保留货物质押或以担保方式转让。如果发生扣押或其他处置，客户必须立即通知我方。

If the customer completely or partially fails to effect payment when it becomes due or is in any other way in breach of contract, we will be entitled to take the reserved goods back after having sent a reminder. This will also apply in case the customer is over indebted or has ceased payments, composition or bankruptcy proceedings have been instituted against his/her assets or any other material deterioration of his/her economic situation occurs. The assertion of the reservation of title as well as a seizure of the delivered goods by us shall not be considered to be a withdrawal from the contract.

如果客户在到期时全部或部分未能付款或以其他方式违约，我们有权在发出催款单后收回保留的货物。如果客户过度负债或已停止付款，或已对其资产提起和解或破产程序，或其经济状况出现任何其他实质性恶化，也适用此规定。我方主张保留所有权和扣押已交付货物不应视为撤回合同。

If our customer resells the delivered goods on a commercial basis, he/she will be entitled to resell the delivered goods in the ordinary course of business to his/her normal conditions as long as he/she is not in default of payment. In case the customer resells the goods, the claim under the corresponding legal transaction to the amount of our invoice value is assigned to us already now of the agreed final invoice (including VAT) assigned. We hereby accept the declaration of assignment. The customer shall be entitled to collect the sum due even after the assignment to us until our revocation which is admissible at any time. This will not affect our authorization to collect the sum due ourselves; we undertake, however, not to collect the claim as long as the customer duly fulfils his/her financial obligation. We will be entitled at any time to demand that the customer notifies us of the claims assigned and their debtors, provides us with any information necessary for collection, hands over the corresponding documents to us and informs the debtors of the assignment.

如果客户在商业基础上转售交付的货物，只要客户没有拖欠付款，客户将有权在正常业务过程中将交付的货物转售。如果客户转售货物，则相应法律交易项下的索赔金额为我方发票金额，并已转让给我方商定的最终发票（包括增值税）。我们特此接受转让声明。即使转让给我方，客户仍有权收取到期款项，直至我方在任何时候可接受的撤销。这不会影响我们收取应付款项的授权；但是，我们承诺，只要客户按时履行其付款义务，我方将不会提出违约索赔。我方有权随时要求客户通知我方所转让的债权及其债务人，向我方提供受让债券所需的任何信息，将相应文件交给我方，并将转让通知债务人。

If reserved goods are resold by the customer together with other goods not belonging to us, the customer will already now assign to us his/her claim against the buyer to the amount of the delivery price agreed upon between us and the customer. Processing or transformation of the reserved goods always is performed for us without us assuming any obligation. In case of further processing or combination with objects supplied by third persons, we will retain co-ownership of the new thing at the ratio of the value of the goods delivered by us to the new thing.

如果客户将保留的货物与其他不属于我们的货物一起转售，客户现在已经将其对买方的索赔转让给我们，索赔金额为我们和客户商定的交货价格。保留货物的加工或组合始终由我方进行，我方不承担任何义务。如果对第三人提供的物品进行进一步加工或组合，我们将按照我们交付的货物价值与新物品价值的比例保留对新物品的共同所有权。

We undertake to release the securities we are entitled to insofar as their value exceeds the claims to be secured by more than twenty (20) percent.

我们承诺，只要我们有权获得的担保的价值超过所担保的债权的百分之二十（20%），我们将予以解除。

## **VII. Material defect**

### **7. 材料缺陷**

After Receipt the customer shall immediately examine the delivered goods; afterwards the customer shall notify in writing about any deficiency.

收到货物后，客户应立即检查交付的货物；之后，客户应书面通知任何不足之处。

If goods delivered by Focuslight have a defect, the customer may demand rectification of defects or replacement at the customer's option, replaced parts becoming property of Focuslight.

如果炬光科技交付的货物有缺陷，客户可要求纠正缺陷或根据客户的选择进行更换，更换的零件将成为炬光科技的财产。

If the customer granted a reasonable deadline to Focuslight without result after a first request and Focuslight refused to effect supplementary performance or two attempts of supplementary performance fail, the customer will have the right to demand cancellation of the contract or reduction of the price at his/her option in case of considerable breach of duty



unless otherwise required by the type of the object or the defect or other circumstances. The same will apply if a supplementary performance is unacceptable for Focuslight. In case of breach of duty, the customer may only demand reduction of the price.

如果客户在第一次请求后给予炬光科技合理的期限，但炬光科技拒绝补充履约或两次尝试补充履约失败，如有重大违约行为，客户有权自行决定要求解除合同或降价，但因标的物种类、缺陷或其他情况另有要求的除外。如果炬光科技的补充履约不可接受，同样适用。在炬光科技违约的情况下，客户只可要求降价。

In addition, the customer may demand compensation for damage or compensation for his/her reasonable expenses provided that the legal requirements are met. Focuslight shall in no case be liable for claims for damage beyond the limits set forth in the provision "Liability". Further claims for material defects are excluded; these restrictions of liability will not apply in case of intent and gross negligence.

此外，在符合法律要求的前提下，客户可以要求赔偿损失或赔偿其合理费用支出。炬光科技在任何情况下都不对超出“责任”条款规定的限额的损害索赔负责。排除对材料缺陷的进一步索赔；这些责任限制将不适用于故意和重大过失的情况。

There shall be no claims for material defects in case of only insignificant deviations of Focuslight's performance from the agreed quality or fitness for use.

如果炬光科技履约与约定的质量或适用性存在微小偏差，则不得对材料缺陷提出索赔。

If Focuslight performed services for troubleshooting after notice of a defect and there is no material defect, the customer will have to bear the resulting costs.

如果炬光科技在接到缺陷通知后排除缺陷，并且没有实质性缺陷，则客户必须承担由此产生的费用。

Liability for material defects shall expire for those goods delivered by Focuslight that the customer modifies or in that he/she intervenes otherwise unless the customer proves in the context of the notice of defects that the intervention did not cause the defect.

如果客户对于炬光科技交付的货物进行修改或以其他方式干预，则材料缺陷责任应终止，除非客户在缺陷通知中证明干预没有导致缺陷。

A proper rectification of defects requires that the customer sufficiently describes the defect and it so becomes identifiable for Focuslight.

对缺陷的正确纠正要求客户充分描述缺陷，从而使其能够被识别。

If the defect goes back to the defectiveness of a service performed by a subcontractor, Focuslight's liability will first be limited to the assignment of the claim arising from the defect Focuslight is entitled to against the subcontractor. If the subcontractor refuses supplementary performance or the subcontractor is not able to effect supplementary performance for other reasons, the customer's claim arising from the defect will be aimed at Focuslight in accordance with the liability for material defects. The statute of prescription shall be suspended for the time claims are made on the subcontractor.

如果缺陷追溯到分包商提供服务的缺陷，炬光科技的责任将首先限于转让炬光科技有权向分包商提出的缺陷索赔。如果分包商拒绝补充履行或分包商因其他原因不能实施补充履行，客户因缺陷提出的索赔将按照材料缺陷责任的规定向炬光科技提出。在对分包商提出索赔时，有关时效的规定应暂停执行。

Natural wear and tear shall always be excluded from warranty.

自然磨损应始终排除在保修范围之外。

Claims of the customer for expenditure for supplementary performance, in particular transport, costs of labor and material, will be excluded insofar as the expenditures increase because the object of performance has been transported later to a place of performance other than the one agreed upon in the contract.

如果由于履约标的物后来被运至合同约定地点以外的履约地点而导致费用增加，则客户对补充履约费用的索赔，不包括，特别是运输费、人工费和材料费。

Any warranty will be cancelled if the customer does not handle, regularly maintain and service the object of purchase according to the operating instructions and the defect occurred is to be attributed to that fact. The same will apply if he/she does not fulfil the contractual obligations incumbent on him/her towards Focuslight, in particular if he/she does not affect payments on schedule.

如果客户不按照操作说明对所购产品进行处理、定期维护和保养，因此而产生缺陷，则不应被包含在任何保修范围内。如果客户不履行对炬光科技负有的合同义务，特别是如果他/她不影响按期付款，同样适用。

Claims arising from a defect are subject to a limitation period of one (1) year after handing over of the goods.

因缺陷引起的索赔应在货物移交后一（1）年内提出。

### **VIII. Defect of title**

#### **8. 所有权瑕疵**

If rights of third persons are infringed in the context of the delivery and corresponding claims are asserted by the holders of the rights against customers, the customer will have to inform Focuslight immediately upon receipt of the presentation of the claim by the third person.

如果在交付过程中侵犯第三人的权利，并且权利持有人对客户提出相应的索赔，客户必须在收到第三人的索赔陈述后立即通知炬光科技。

All figures, drawings etc. attached to quotations and deliveries remain Focuslight's property and must neither be copied nor disclosed to third persons in any form without prior written consent. Focuslight's products are protected by law. None of Focuslight's products may be copied, duplicated or reproduced in any way without our prior written consent.

报价单和交货单所附的所有数字、图纸等均为炬光科技所有，未经事先书面同意，不得以任何形式复制或披露给第三方。炬光科技的产品受法律保护。未经我们事先书面同意，不得以任何方式复制、复印或重制炬光科技的任何产品。

If a third person asserts justified claims against the customer for infringement of intellectual property rights through products delivered by Focuslight and used according to the contract, Focuslight will be liable towards the buyer as follows:

如果第三人通过炬光科技交付并按合同使用的产品向客户提出侵犯知识产权的正当索赔，炬光科技将对买方承担如下责任：

At its option and at its expense, Focuslight will acquire a right of use for the product, modify the product in a way so that no intellectual property right is infringed or replace the product. If this is not possible for Focuslight on reasonable conditions, it will take the product back against reimbursement of the purchase price.

炬光科技将自行选择并自费获得产品的使用权，以不侵犯知识产权的方式修改产品或更换产品。如果炬光科技在合理的条件下无法做到这一点，炬光科技将收回该产品，并退还货款。

The aforementioned obligation will apply only if Focuslight is informed of the claims asserted by the third party immediately, however within five (5) working days at the latest, by the buyer in writing by registered letter with advice of receipt, an infringement is not accepted by the buyer and all measures of defense and settlement negotiations are left to Focuslight. If the buyer stops using the product for reasons of mitigation of damages or other important reasons, he/she will be committed to point out to the third person that the stoppage of use is not associated with an acknowledgement of infringement of intellectual property rights.

上述义务仅在炬光科技立即收到第三方提出的索赔通知的情况下适用，但买方最迟应在五（5）个工作日内以书面形式以挂号信的形式通知炬光科技，炬光科技将采取一切抗辩措施和和解谈判来应对买方不接受的侵权行为。如果买方因减轻损害或其他重要原因停止使用产品，其将承诺向第三人指出停止使用与承认侵犯知识产权无关。

Claims by the buyer will be excluded insofar as he/she himself/herself is responsible for the infringement of intellectual property rights.

如果买方对侵犯知识产权负有责任，则买方的索赔将被排除在外。

Furthermore, claims by the buyer will be excluded insofar as the infringement of intellectual property rights is attributable to special specifications made by the buyer, has been caused by an application not intended by Focuslight, is based upon a modification of the product caused by the buyer or this product has been used together with products not delivered by Focuslight.

此外，基于买方对产品的修改或本产品已与炬光科技未交付的产品一起使用，如果侵犯知识产权是由于买方制定的特殊规范造成的，或者是由于炬光科技无意提出的申请造成的，则买方的索赔将被排除在外。

Further claims are excluded except for the right to rescind the contract.

除解除合同的权利外，不包括其他索赔。

The customer has to examine the delivered goods carefully upon receipt and to inform us of any notices of defect in writing immediately after their detection.

客户必须在收到货物后仔细检查货物，并在发现缺陷后立即以书面形式通知我方。

In case of defective delivery and/or service, the customer is entitled to rectification of defects or substitute delivery free of charge (supplementary performance) at our option. In this case we will assume the expenditure necessary for the supplementary performance (in particular transport charges, travelling costs, costs of labor and material). If the rectification of defects or the substitute delivery fails as well, the customer may demand reduction of the purchase price and/or compensation or withdraw from the contract. Withdrawal will be excluded if the defect reduces the value or the fitness of the purchased good and/or the work in an insignificant manner only. As a rule, a rectification of defects will be considered to have failed after the second unsuccessful attempt. If we are in default of rectification of defects or substitute delivery, the customer can assert the same rights after unsuccessful expiration of an additional period granted in writing.

如果交付和/或服务有缺陷，客户有权要求我方，根据我们的选择，免费纠正缺陷或替代交付（补充履约）。在这种情况下，我们将承担补充履约所需的支出（特别是运输费、差旅费、人工和材料成本）。如果我方无法完成缺陷纠正或替代交货，客户可要求降低采购价格和/或赔偿或撤销合同。如果缺陷仅以微不足道的方式降低了所购货物和/或服务的价值或适用性，则不包括撤销合同。通常，如果我方第二次尝试纠正缺陷仍然无法纠正缺陷，则视为我方纠正缺陷失败。如果我方未能纠正缺陷或替代交货，客户可以在书面批准的额外期限未到期主张相同的权利。

A guarantee for the quality of the purchased good and/or the work will only be applicable if assumed explicitly by us in writing, unless a purchase of consumer goods is concerned. A warranty is eliminated when the contract item has been modified without our permission, in particular by incorporation of foreign parts, and it cannot be excluded that the defect has to be attributed to that fact.

除非涉及消费品的购买，否则只有在我方以书面形式明确承诺的情况下，对所购货物和/或服务质量的保证才适用。如果合同标的未经我方许可而被修改，特别是与第三方部件合并，则质保将被取消，并且缺陷归因于上述事实不能排除在外。

The warranty period averages one (1) year and it is beginning from the delivery of the purchased good and/or in case of contract work beginning from acceptance.

质保期为一（1）年，从交付所购货物和/或合同服务从验收开始起算。

We are authorized to refuse rectification of defects as long as the customer is in default regarding his/her obligations.

只要客户不履行其义务，我们有权拒绝纠正缺陷。

## **IX. Liability**

### **9. 责任**

The right of the purchaser, because of fault-related damages claims, will be of the cases

买方与过错有关的损害赔偿请求权包括如下情况：

- a) of intent, gross negligence of Focuslight, their statutory Representatives or agents,  
a) 因炬光科技及其法定代表人或代理人的故意、重大过失，
- b) negligent violation of essential contractual obligations (cardinal obligations),  
b) 疏忽违反基本合同义务（基本义务），
- c) the fraudulent concealment of defects,  
c) 欺诈性隐瞒缺陷，
- d) the assumption of a guarantee,  
d) 担保的承担，
- e) the culpable violation of life, body or health by Focuslight, their legal representatives or agents or  
e) 炬光科技及其法定代表人或代理人对生命、身体或健康的应受谴责的侵犯；
- f) in default of a supply and service items, for under the applicable Product Liability Regulations for personal injury or property damage to privately used items will be liable limited.  
f) 在供应和服务违约的情况下，根据适用的产品责任规定，对私人使用的物品造成人身伤害或财产损失的，将承担有限责任。

In the case of a negligent breach of essential contractual obligations (cardinal obligations) is the claim to the amount of the typical contractual foreseeable damage delimited. Other claims for damages are excluded.

在过失违反基本合同义务（基本义务）的情况下，损害索赔金额以可预见的损害为准。其他损害赔偿要求除外。

Focuslight's liability for damage attributable to Focuslight's intentional or grossly negligent breach of duty is unlimited. In addition, Focuslight is liable for damage resulting from injury to life, body and health irrespective of the degree of fault or negligence as well as for damages resulting from the assumption of a guarantee irrespective of fault or negligence. If Focuslight

assumes a guarantee for particular qualities of the goods delivered under the contract, such a guarantee will be binding for Focuslight only if this has been declared in writing by Focuslight.

炬光科技对因炬光科技故意或严重过失违反义务造成的损害承担无限责任。此外，炬光科技对因生命、身体和健康伤害而造成的损害负责，不论过失或疏忽的程度如何，也对因承担担保而造成的损害负责，不论过失或疏忽的程度如何。如果炬光科技对根据合同交付的货物的特定质量承担担保，则只有炬光科技以书面形式声明，该担保才炬光科技具有约束力。

Focuslight will be liable for damages caused by not more than slight negligence only if material contractual obligations are breached. Material contractual obligations are such obligations that were decisive for the conclusion of the contract by the customer and in the adherence to which the customer could trust. In cases of slightly negligent breaches of material contractual obligations, liability for each case of damage is limited to EURO 500,000.-, and for other damages to EURO 250,000.-; for all cases of damage within a calendar year, however, at most double these amounts are applicable; if the total remuneration for a contract is lower than EURO 250,000, Focuslight will be liable for other damage in all up to the amount of the total remuneration.

炬光科技仅在违反重大合同义务的情况下，才对不超过轻微过失造成的损害负责。重大合同义务是对客户订立合同起决定性作用的义务，也是客户可以信赖的义务。在轻微过失违反重大合同义务的情况下，每起损害赔偿责任限额为500000欧元，其他损害赔偿责任限额为250000欧元；但是，对于一个日历年内的所有损害赔偿，最多可适用该金额的两倍；如果合同的总报酬低于250000欧元，炬光科技将对所有其他损害承担赔偿责任，赔偿金额不超过合同总金额。

Liability in the cases of breaches of material contractual obligations is limited to the damage foreseeable that could reasonably be expected to occur during the execution of the contract; liability for lost profit is excluded. The restriction of liability included in these terms and conditions shall not apply to claims under applicable product liability regulations.

违反重大合同义务的责任仅限于合同执行期间可合理预期发生的可预见损害；利润损失的责任除外。这些条款和条件中包含的责任限制不适用于适用产品责任法规下的索赔。

As far as liability is excluded or restricted according to these terms and conditions, this will apply as well to the personal liability of Focuslight's bodies, employees, workers, staff, representatives and subcontractors.

只要根据这些条款和条件排除或限制责任，这也适用于炬光科技机构、员工、工人、代表和分包商的个人责任。

## **X. Data protection**

### **10. 数据保护**

Personal data will be, unless a separate additional consent available, only for purposes of carry the contract in the context of the individual customer requests is collected processed and used. We will be obtained a separate consent for any additional data.

个人资料将被收集、处理和使用，除非另有额外的单独许可，仅用于履行合同的目的。我们将获得任何额外数据的单独同意。

The data will be used exclusively within the framework of legal rules stored. To implement the contract and technical support by the user of the claimed benefits can the data of the customer under the contract processing will delegated company transmitted.

这些数据将仅在法律规则框架内使用。为执行合同和技术支持，数据使用者可以通过索取利益的方式将客户在合同下的数据处理后交由委托公司传送。

Focuslight guarantees in cases of commissioned data processing the same protection for personal data how it is written in this paragraph. More details online Data Protection.

炬光科技保证在委托数据处理的情况下，个人数据的保护与本段中的内容相同。请参见我方网站中详细的数据保护规定。

## **XI. Credit information**

### **11. 信用信息**

Focuslight reserves the right, when ordering certain products, to make a credit audit before.

炬光科技保留在客户订购某些产品之前对客户进行信用审核的权利。

Focuslight may perform credit check with one or more agencies. Customers are deemed to accept this by requesting a quotation.

炬光科技可以聘请一个或多个机构对客户信用进行核查。客户要求报价即视为接受。

## **XII. Place of Performance, Jurisdiction and Applicable Law**

### **12. 履行地点、管辖权和适用法律**

The legal relationships with our customers are subject to the laws of legal entities of Focuslight that our customers choose to sign contract with.



与客户的法律关系受客户选择与之签订合同的炬光科技法人实体的法律管辖。

The registered office of legal entities of Focuslight that our customers choose to sign contract with shall be exclusive place of performance for both contracting parties. The details applicable laws and registered office of the legal entities of Focuslight are as follows:

我方客户选择与之签订合同的炬光科技法人实体的注册办公地为合同双方的专属履行地。炬光科技法律实体的适用法律和注册办事处详情如下：

(1) Focuslight Technologies Inc., under Chinese laws, registered office is in 56 Zhangba 6th Road, High-Tech Zone, Xi'an, Shaanxi 710077, Peoples Republic of China,

(1) 西安炬光科技股份有限公司，适用法律中国法，营业地址：中国陕西省西安市高新区丈八6路56号，邮编710077

(2) Focuslight (DG) Microoptics Co. Ltd, under Chinese laws, registered office is in Room 301, Building 9, No.38 Dongke Road, Dongcheng Street, Dongguan City, Guangdong Province Dongguan, Guangdong, Peoples Republic of China,

(2) 炬光（东莞）微光学有限公司，适用法律中国法，营业地址：中国广东省东莞市东城街道东科路38号9栋301室

(3) Focuslight USA LLC, under US Laws

16192 Coastal Highway, Lewes, Delaware 19958, United States of America

(4) Focuslight (Hong Kong) Investment Management Co. Ltd.

Room 1410, 14/F., Prosper Commercial Building, 9 Yinchong Street, Hong Kong, registered with the Hong Kong Register under No. 2420353

(5) Focuslight Europe Ltd., under Ireland laws

29 Johnstown Road, Cabinteely, Dublin, A96, CH56, Ireland

(6) LIMO GmbH, under German Laws

Bockenburgerweg 4-5, 44319 Dortmund, Germany registered with the commercial register of the local court in Dortmund under HRB 19834,

(7) LIMO Display GmbH, under German Laws

Bockenburgerweg 4-5, 44319 Dortmund, Germany registered with the commercial register of the local court in Dortmund under HRB 31327.

(8) Focuslight (Hai Ning) Optoelec-Tronics Co., Ltd, under Chinese laws

Room 611, Main Office Building, 118 Longxing Road, Haining Economic Development Zone,

Haining City, Jiaxing City, Zhejiang Province, China

(8) 炬光（海宁）光电有限公司，适用法律中国法，注册地址：中国浙江省嘉兴市海宁市海宁经济开发区隆兴路118号内主办公楼611室

(9) Xi'an RGB view Technologies Co., Ltd, under Chinese laws, registered office is in 2rd Floor, Building No.1, 56 Zhangba 6th Road, High-Tech Zone, Xi'an, Shaanxi 710077, Peoples Republic of China,

(9) 西安域视光电科技有限公司，适用法律：中国法，注册地址：中国陕西省西安市高新区丈八六路56号1号楼2层，

We are authorized, however, to assert claims at any other legal place of jurisdiction as well.

然而，我们也有权在任何其他法律管辖地提出索赔。

The legal relationship with our customer is subject to the law of legal entities of Focuslight that our customers choose to sign contract with except for the international laws on the sale of goods.

与我方客户的法律关系受我方客户选择与之签订合同的炬光科技法律实体的管辖，但有关货物销售的国际法除外。

### **XIII. Modifications, severability clause**

#### **13. 修改、可分割条款**

Modifications to these terms and conditions of sale, delivery and payment or other contractual agreements have to be set forth in writing.

对这些销售、交付和付款条款或其他合同协议的修改必须以书面形式提出。

Should individual parts of these conditions of sale be inoperable by law or individual contract, this will not affect the operability of the other provisions. The Parties undertake, instead of such a scheme effective lawful system to ensure that the economic purpose of the ineffective regulation comes closest, and fills this gap.

如果这些销售条件的个别部分在法律或个别合同中不可操作，这将不影响其他条款的可操作性。各方承诺，用有效的法律制度来代替这种方案，以确保无效条款最接近合同的经济目的，并弥补这一空白。