



TERMS & CONDITIONS OF SALE

销售条款与条件

All Purchasers' Purchase Orders are subject to these terms and conditions and all additional terms and conditions included in an ADC Quotation or ADC Order Acknowledgment. These terms and conditions and an ADC Order Acknowledgment shall constitute the entire agreement between ADC and Purchaser with respect to any Purchaser's Purchase Order. These terms and conditions supersede any prior discussions, agreements or representations written or oral. In the event of a conflict with Purchaser's Purchase Order or associated documents, the terms and conditions herein including the Order Acknowledgment shall govern in that Purchase Order.

1. DEFINITIONS AND INTERPRETATION

Within this document definitions are defined as follows:

- "ADC" means ADC Telecommunications (Shanghai) Distribution Co., Ltd.
- "Purchaser" means the person or entity however constituted to whom the Equipment or Services are provided.
- "ADC Delivery Point" means ADC's designated warehouse in Shanghai or contracted hand-over location whereby ADC has completed its final obligation of sale by making the Equipment available to Purchaser.
- "Equipment" means the Products and/or Software offered for sale to Purchaser (if licensed by inclusion of the appropriate Software license at time of sale).
- "Sales Contract" means a document furnished by ADC identifying the acceptance of Purchaser's Purchase Order for the purchase of Equipment and/or Services in agreed terms.
- "Party" means ADC and Purchaser exclusively.
- "Product" means products of ADC design and manufacture, or other manufacturer's products offered by ADC to Purchaser for sale. Product does not include Software.
- "Purchase Order" means Purchaser's document for the acquisition of Equipment and/or Services, exclusive of all printed terms and conditions contained thereon.
- "Services" means various types of support provided for Equipment by ADC to Purchaser, such as training, applications engineering, field service, design engineering and installation. Services are not considered Equipment. Additional fees apply for Services.
- "Shipment Date" means the date on which ADC has scheduled shipment of Equipment to Purchaser.
- "Software" means a set of instructions which allows hardware/non-intelligent Products to store, manipulate and/or process information. Software is licensed by ADC and purchased separately or included with a Product purchase. Software updates are licensed and offered for purchase only under the terms of a Software Maintenance Contract which is sold separately.

2. ACCEPTANCE OF PURCHASE ORDERS

All Purchase Orders are subject to written acceptance by ADC even if received elsewhere by a salesperson, selling agent or representative. No Purchase Order will be binding upon ADC until ADC issues its written Order Acknowledgment.

3. PURCHASE ORDER CHANGES

No Purchase Order can be cancelled after ADC has accepted it by Sales Contract. Any revision in drawings, designs or specifications requested by Purchaser after acceptance of its Purchase Order by ADC will result in additional cost to Purchaser for performance by ADC of Purchaser's requests. ADC's charges associated with such Purchaser's requested changes are based on ADC's standard rates in effect at time of ADC's receipt of Purchaser's request. ADC's performance of Purchaser's request shall commence only upon the issuance of a new written amendment to an existing Purchase Order authorizing the applicable charge.

所有买方之订单皆受限于此等条款与条件，且受限于此等条款与条件中包括在ADC报价单或ADC订单确认书中之附加条款与条件。就任何买方订单，该等条款与条件和ADC订单确认书将构成ADC与买方之间的全部协议。该等条款与条件取代任何之前的书面或口头讨论、协议或表述。如与买方订单或相关文件产生冲突，本文所载之包括订单确认书在内的条款与条件将适用于彼订单。

1. 定义与解释

本文中定义确定如下：

- "ADC"指爱德奇电讯国际贸易(上海)有限公司。
- "买方"指向其提供设备或服务的个人或以任何方式组成之实体。
- "ADC 交货地点"指 ADC 设于上海之仓库或由合同指定的交货地点，在此，ADC 通过使买方获得设备得以完成其最终销售义务。
- "设备"指要约出售给买方的产品及/或软件(如属许可使用，在销售时包括适当的软件许可)。
- "销售合同"指由 ADC 提供的确认在相关条件下接受买方购买设备及/或服务订单的一份文件。
- "当事人"仅指 ADC 及买方。
- "产品"指 ADC 要约出售给买方的由 ADC 设计生产的产品或其它生产商的产品。产品不包括软件。
- "订单"指买方据以取得设备及/或服务之文件，不包括其上所含之所有的印刷体的条款与条件。
- "服务"指由 ADC 提供给买方针对设备的不同种类之支持，包括培训、工程应用、实地服务、工程设计与安装。服务不被视为设备。服务另有额外费用。
- "装运日"指 ADC 预定装运设备给买方的日期。
- "软件"指一套允许硬件/非智能产品储存、操作及/或处理信息的指令。软件由 ADC 许可使用及单独购买或包含在一笔产品购买中。软件升级版本仅根据一单独出售之软件的软件维护合同之条款经许可使用及购买。

2. 订单的接受

所有订单须经 ADC 书面接受，即使其在他处由销售人员、销售代理或代表所收悉。订单须在 ADC 发出其书面订单确认书后对 ADC 具约束力。

3. 订单更改

订单经 ADC 通过销售合同加以接受后不得取消。若 ADC 履行买方在 ADC 接受订单后提出的任何修改图样、设计或规格的要求，则买方应承担额外费用。ADC 收取的与买方该等变更要求相应的费用根据 ADC 在收悉买方要求时适用的标准费率计算。只有对现有订单的一份核准可适用费用的书面修订做出后，ADC 才开始履行买方的要求。

4. PRICE OF EQUIPMENT AND/OR SERVICES

The price for Equipment is based on the published list price in effect at time of ADC's receipt of Purchaser's Purchase Order or is based on the price stated within a valid ADC issued quotation or proposal. An ADC issued quotation or proposal is valid for a period of sixty (60) calendar days from date of issue. Unless otherwise stated, all prices are net payment to ADC for the Equipment delivered to Purchaser at ADC's Delivery Point and do not include any taxes, value added tax, charges, insurance or freight costs. The price is in Renminbi.

All published list prices are subject to change without notice. ADC retains all rights to change the Equipment and/or Services or may discontinue any Equipment and/or Services.

5. PAYMENT TERMS

Unless payment obligations are otherwise stated on ADC issued quotation or proposal and further confirmed in ADC Sales Contract, the Purchaser will make the payment of one hundred percent (100%) of the price for the Equipment ten (10) days prior to the Shipping Date. All payments will be made by wire transfer to the bank account(s) to be designated by ADC.

6. TITLE, RISK OF LOSS AND INSURANCE

Title, risk of loss, damage and insurance responsibilities for the Products pass from ADC to Purchaser at ADC Delivery Point and upon acceptance of Product by the shipping agent or carrier. Title to all Software shall remain with ADC or its licensors, but risk of loss, damage and insurance responsibilities shall pass to Purchaser at ADC Delivery Point.

For all Products shipped, ADC shall retain a security interest in the Products until payment, in full, has been received by ADC for such Products delivered and Services performed.

7. SHIPMENT AND SERVICE DATES

Shipment Date for Equipment or date for performance of Service is estimated by ADC in good faith but not guaranteed by ADC. Any requirements for the delivery of Equipment or performance of Services from Purchaser shall be conditional upon ADC's receipt from Purchaser of all information necessary or appropriate for such performance. A change in shipment date authorized by ADC may subject Purchaser to additional charges or fees. Service performance dates may be changed upon agreement between the Parties.

Shipments are completed at ADC's Delivery Point. Freight, freight forwarder fees, taxes, insurance, however designated, and all other costs after shipment are Purchaser's responsibilities. Partial shipments are allowed.

In the event of shipment delay requested by Purchaser or a delay caused by lack of shipping instructions, ADC will store all Equipment covered thereby at Purchaser's risk and expense. ADC will invoice the Purchaser at the full price for the Equipment and an initial storage fee, which will be paid by Purchaser in accordance with the Terms and Conditions of the Sale. ADC reserves the right to hold the shipment until the full price and the storage fee have been paid in full.

8. SHIPMENT PACKAGING

Equipment will be packed and packaged for shipment, at no additional charge, in corrugated shipping containers, or other appropriate package which comply with the requirements of Chinese regulations relating to telecommunication equipment packaging. ADC may charge for packing and/or packaging including special documentation to comply with additional requirements specified by the Purchaser.

4. 设备及/或服务的价格

设备价格根据 ADC 收到买方订单时适用的公开价格表或 ADC 所做有效报价或提议的价格确定。一 ADC 所做报价或提议自发出之日起六十(60)个公历日内有效。除非另有说明,所有价格是支付给 ADC 就其在交货地点交付给买方之设备的净款项,不包括税收、增值税、费用、保险或运输费。价格以人民币计算。

所有公开价目表的变更,恕不另行通知。ADC 保留变更设备及/或服务或停止提供任何设备及/或服务的所有权利。

5. 付款条件

除非付款义务在 ADC 所做之报价或提议中另有说明且在 ADC 销售合同中经进一步确认,买方将在装运日前十(10)日内百分之百地支付设备款。所有价款将电汇至 ADC 指定的银行账户。

6. 所有权、灭失风险与保险

产品的所有权、灭失风险、损坏及保险责任在 ADC 交货地点经运输代理或承运人接收产品时自 ADC 转移至买方。所有软件之所有权仍由 ADC 或其许可人保有,但灭失风险、损坏和保险责任将在 ADC 交货地点转移至买方。

对于所有付运的产品 ADC 将保有在诸产品上的担保权益直至 ADC 就交付的产品和进行的服务获得全部款项。

7. 装运及服务日期

设备的装运日或服务的履行日由 ADC 诚意预计,但 ADC 不对此予以保证。任何买方对交付设备或履行服务的要求将以 ADC 自买方收悉就该项履行所需的所有适当信息为条件。ADC 核准的装运日的变更可使买方承担额外费用。服务履行日期可经双方协议加以变更。

装运在 ADC 交货地点完成。运费、货运代理费、税费、保险费,无论如何界定,以及所有其它的装运后费用皆为买方责任。允许分批装运。

如买方要求延期交运或因缺少装运指令造成交运延期,ADC 将存放所有该等设备,但风险及费用由买方承担。ADC 将向买方开具设备全额价款及初期存放费用发票,其将由买方根据销售条款与条件支付。ADC 保留停止装运的权利,直至买方全额支付所有价款和仓储费。

8. 装运包装

设备将以瓦楞纸箱或其它合适包装装运,并符合中国有关电讯设备包装规定的要求,且不再收取额外费用。就符合买方指定的额外包装要求,包括特定文件,ADC 可收取费用。

9. RETURNS

Equipment may not be returned to ADC without prior authorization. Purchaser must contact ADC to obtain an authorization number and return the Equipment to the location designated by ADC with all transportation charges paid by Purchaser. ADC may charge Purchaser certain fees for Equipment returned to ADC, depending upon the reason for its return. Any Equipment returned to ADC without proper authorization will be returned to Purchaser at Purchaser's expense. Claims for Equipment not conforming to a Purchase Order must be submitted within forty-five (45) days from ADC shipment of Equipment covered by such Purchase Order.

10. EQUIPMENT AND SERVICES WARRANTY

ADC warrants from the date of shipment to Purchaser that Equipment bearing the ADC name will be new and unused and conform to ADC published specifications in effect as of the date of shipment and will be free from substantial defect in Equipment and workmanship under normal use, given proper installation and maintenance, for the period stated in ADC's Warranty Handbook in effect on the date of shipment. ADC further warrants to Purchaser that all Services performed by ADC for Purchaser will be provided in a workmanlike manner for the period stated in ADC's Warranty Handbook in effect on date of completion.

Purchaser must promptly notify ADC of any claimed defect in the Equipment or Services. ADC or its agent may inspect the Equipment or workmanship on Purchaser's premises. Equipment returned to ADC under warranty must be shipped prepaid by Purchaser.

11. EQUIPMENT AND SERVICES WARRANTY LIMITATIONS

ADC's entire liability and Purchaser's exclusive remedy for any claim related to or arising out of breach of the warranty covering Equipment or Services shall be correction of defects by repair, replacement, re-performance of service or credit, at ADC's discretion. Refurbished Equipment may be used to repair or replace the Equipment. ADC has no liability with respect to claims relating to or arising from the use of equipment not bearing the ADC name.

ADC does not warrant that the functions of the Equipment will meet Purchaser's requirements or that the Equipment will operate in combination with other products selected by Purchaser for its use.

Furthermore, ADC assumes no liability with respect to defects caused by modification, repair, installation, operation or maintenance except as described in ADC's documentation or negligent or other improper use of the Equipment.

All equipment not bearing the ADC name, is supplied "AS IS" and Purchaser will look solely to the warranties and remedies, if any, provided by the equipment manufacturer or vendor thereof. In addition, ADC assumes no liability for equipment or services furnished by Purchaser nor does this warranty cover any copy of or update to any user manual for the Equipment.

No agent, distributor, or representative is authorized to make any warranties on behalf of ADC or to assume for ADC any other liability in connection with any Equipment or Services.

WITH RESPECT TO ALL PURCHASES OF EQUIPMENT AND SERVICES FROM ADC BY PURCHASER, THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ADC. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AND EXCLUDED BY ADC.

12. SOFTWARE LICENSE

ADC licenses to Purchaser, and Purchaser may sub-license, Software only in accordance with the terms of ADC's software license when included with a Product sale or when purchased separately.

9. 送返

未经事先授权,设备不得送返给 ADC。买方必须与 ADC 联系获得授权号码并将设备送返至 ADC 指定的地点,所有运输费用由买方承担。根据送返的理由,ADC 可以就向其送返的设备向买方收取费用。任何未经适当授权而送返 ADC 的设备将返还给买方,费用由买方承担。因设备与订单不符而导致的请求须自 ADC 装运该订单所载设备之日起的四十五(45)日内提出。

10. 设备及服务保证

自装运日起,ADC 向买方保证,带有 ADC 名称的设备是崭新和未使用过的,并且符合在装运日有效的 ADC 公开的规格,而且如经适当安装及维护,在装运日有效的 ADC 保证手册所述之期限内,该等设备在正常使用时其本身及工艺不存在重大缺陷。ADC 向买方进一步保证,在完成日有效的 ADC 保证手册所述之期限内,ADC 向买方履行的所有服务皆以娴熟精巧之方式为之。就设备和服务中出现的任何所称缺陷,买方须及时通知 ADC。ADC 或其代理人可在买方场所检验设备或工艺。根据保证送返给 ADC 的设备须由买方负责运输且预付运费。

11. 设备及服务保证限制

就任何关于或源自于对涵盖设备或服务的保证之违反的任何请求,ADC 全部的责任及买方唯一的补救方式将是由 ADC 自行选择通过修理、更换及重新提供服务改正缺陷或给予价款抵免。整修过的设备可用于修理或更换设备。ADC 对于关于或源自于使用不带有 ADC 名称之设备的请求不负责任。

ADC 不保证设备的功能符合买方之要求或设备会与买方挑选的其它产品联合运行使用。

此外,对于由 ADC 文件规定以外的设备的修改、修理、安装、运行或维护或过失或其它对设备的不当使用引起的缺陷,ADC 不负责任。

所有不带有 ADC 名称的设备按照“现有状态”提供,买方仍将依赖该等设备的生产商和经销商所提供的保证和补救方式(若有)。此外,就买方提供的设备或服务,ADC 不负责任,并且,本保证不包括任何设备用户手册之任何复印件或更新版本。

任何代理人、分销商或代表都无权代表 ADC 作出任何设备或服务保证或代表 ADC 承担与之有关的任何其它责任。

就买方从 ADC 所购全部设备或服务,以上保证是 ADC 所提供的仅有及排他性保证。ADC 否认及排除所有其它的明示或暗示保证。

12. 软件许可

在包含于一产品销售或单独购买时,仅根据 ADC 的软件许可条款由 ADC 向买方许可使用及买方再许可使用软件。

13. DISCLAIMER OF LIABILITY

ADC WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, WITH THE EXCEPTION OF BODILY INJURIES, DEATH OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF ADC. THIS LIMITATION APPLIES TO ALL EQUIPMENT AND SERVICES DURING AND AFTER THE WARRANTY PERIOD.

IN NO EVENT SHALL ADC BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE AND ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES. IN ADDITION, ADC'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE AFFECTED EQUIPMENT OR THE AMOUNT PAID FOR SERVICES.

14. INTELLECTUAL PROPERTY RIGHTS

All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, patents, patent applications, know-how, computer Software, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for ADC in the production of any Equipment or the performance of any Service sold, rendered or licensed hereunder will be and remain the sole property of ADC (or its licensors, if any).

Purchaser will respect such property rights of ADC, and comply with all laws and regulations in respect thereof, and will assist ADC in taking any steps necessary to defend such rights. Purchaser will notify ADC of any infringement or potential infringement of ADC's such intellectual property right if it becomes known to Purchaser. Any reasonable expenses incurred in this regard by Purchaser shall be reimbursed by ADC. Purchaser acknowledges ADC's exclusive right, title and interest in and to ADC's patents, copyrights and trademarks and Purchaser will not, at any time contribute to, do or cause to be done any act or thing in any way impairing or intending to impair any part of such right, title and interest.

15. CONFIDENTIAL INFORMATION

Purchaser agrees that it will not disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of ADC, or if provided orally, confirmed in writing to be confidential or proprietary within twenty [20] calendar days after its disclosure.

Notwithstanding the provisions herein, Purchaser receiving Confidential Information will treat such Confidential Information as confidential, prohibit recopying and use such Confidential Information only in connection with fulfilling its obligations under Purchaser's Purchase Order. Purchaser will return all Confidential Information to ADC upon completion of such obligations for its use, upon final payment or delivery under Purchaser's Purchase Order or upon the request of ADC.

The Confidential Information will not be considered confidential and will not be subject to the foregoing if Purchaser can demonstrate that the Confidential Information:

1. is, at the time of disclosure, or thereafter becomes, a part of the public domain without breach of these terms by Purchaser (provided, however, that the act of copyrighting shall not cause or be construed as causing the copyrighted Equipment to be in the public domain);
2. Was previously known by Purchaser without any obligation to hold it in confidence as evidenced by written records and other proper documentation;
3. Is received from a third party free to disclose such Confidential Information without restriction;
4. Is independently developed by Purchaser without the use of the Confidential Information as evidenced by written records and other proper documentation;
5. Is approved for release by written authorization of ADC, but only to the extent of such authorization;

13. 责任免除

无论由什么原因导致的人身伤害或财产损失 ADC 概不负责,但由于 ADC 的疏忽导致的人身伤亡及有形财产损失除外。本条限制在保证期内和保证期后适用于所有设备及服务。

无论在何种情况下,ADC 将不对由数据的灭失、使用的丧失和收益的丧失导致的任何损害负责,亦不对间接的、偶发的、特定的、后续的或其它类似损害负责。此外,ADC 之全部合同责任将不超过所涉设备之折旧价值或为服务所付款项。

14. 知识产权

所有由 ADC 或为 ADC 开发、制做或提供的为生产或履行在此出售、提供或许可使用的任何设备或服务之图样、数据、设计、工具、设备、程序、工程变更、发明、商业秘密、版权、掩膜制作、源代码、专利申请、专有技术、计算机软件、商标和其它信息,无论为技术信息或非技术信息,皆为并保留为 ADC (或其许可方,若有)的独有财产。

买方将尊重 ADC 的该等财产权利,并遵守所有与此相关的法规,且将协助 ADC 采取任何必要的步骤保护该等权利。如果买方知晓,买方将通知 ADC 任何对该等知识产权的任何侵害或潜在侵害。就此而由买方承担的任何合理费用将由 ADC 报销。买方承认 ADC 对 ADC 专利、版权和商标的排他性权利、所有权及利益,并且买方在任何时候将不得以任何方式助使、从事或引起从事任何行为或事件损害或试图损害该权利、所有权或利益的任何部分。

15. 保密信息

买方同意其将不向任何个人或实体披露任何设置在一有形载体且标明为保密或具财产权利之信息(以下称“保密信息”)或经口头提供在其披露后二十(20)个日历日内被确认为保密信息或具财产权利之信息。

虽有本条之规定,收悉保密信息之买方将该保密信息为保密,并禁止复制该保密信息并只就买方履行其买方订单下之义务而使用该保密信息。在据买方订单就其使用完成其义务、支付最后款项或交付后或应 ADC 要求,买方将返还给 ADC 所有保密信息。

如买方可显示保密信息属下列情形,则保密信息将不被视为保密,也不受制于前述条款:

1. 保密信息在其披露时或披露后非因买方违反此等条款而进入公共领域(然而,任何版权行为将不引起或被解释引起具有版权的设备进入公共领域);
2. 有书面记录和其它文件为证,保密信息先前已为买方获知且对其无任何保密义务;
3. 保密信息自一可无限制地自由披露该信息的第三方取得;
4. 有书面记录和文件为证,保密信息由买方独立开发而未使用任何保密信息;
5. 保密信息的披露经 ADC 书面授权,但披露仅限于该授权范围;

6. Is required by law, regulation or a court order to be disclosed, but only to the extent and for the purposes of such required disclosure;
7. Is disclosed to a third person by the owner of the Confidential Information, without restrictions similar to those specified above.

16. PUBLICITY

Purchaser shall not do any of the following without ADC's prior written approval:

1. Alter or remove any ADC label on any Equipment;
2. Use any ADC trademark or trade name either alone or with any other work as part of Purchaser's trade or corporate name;
3. Use any trademark or trade name which, in ADC's sole judgment, is confusingly similar to any ADC trademark or trade name;
4. Use or permit its Purchasers or any other associated business to use ADC's name on any Purchaser list, advertising or press list;
5. Advise any of its Purchasers that it is the exclusive representative, delegate, agent, reseller, dealer or distributor for any Equipment;
6. Use any ADC sales promotion, publicity, literature, displays or stationary.
7. Permit the use of ADC's trademarks or trade names by Purchaser's customers or any other associated business as part of a trade or corporate name
8. Identify, either expressly or by implication, ADC or its affiliated companies, use any of their trademarks or trade names in any advertising, press release, publicity matter or other promotional materials.

17. COMPLIANCE WITH APPLICABLE LAWS

The Purchaser will comply with all applicable laws affecting the purchase and use of Equipment.

18. TERMINATION

ADC may, upon written notice to Purchaser, terminate any and/or all Purchaser's Purchase Orders effective immediately if Purchaser:

1. Becomes insolvent or a petition in bankruptcy, reorganization or similar action is filed by or against it and the petition is not dismissed within thirty (30) calendar days after it was filed; or
2. Fails to perform any Equipment obligations resulting from ADC acceptance of Purchaser's Purchase Order and such failure is not remedied within fifteen (15) calendar days after written notice has been given Purchaser.

In addition to those rights specified above, ADC may, at its option, cancel any and/or all Purchaser's Purchase Orders if:

1. Purchaser fails to pay for any Purchase Order in accordance with the invoice payment terms or as agreed upon between the Parties; or
2. Purchaser violates the clause titled **COMPLIANCE WITH APPLICABLE LAWS**.

Any termination pursuant to this clause will be in addition to and will not be exclusive of or prejudicial to any other rights or remedies at law or in equity available to ADC.

19. CHANGES OR AMENDMENT

ADC may amend the terms and conditions stated herein and such amended terms and conditions shall apply to all Purchaser's Purchase Orders placed on or after the effective date for such amendment. Any amendment of these terms and conditions must be in writing and signed by ADC to be binding on ADC.

20. ASSIGNMENT

Neither Party may assign the rights and obligations under a Purchaser's Purchase Order without the consent of the other Party with the exception that ADC may assign or pledge the payments due (and the documentation supporting such payment obligations) from Purchaser under any or all of Purchaser's Purchase Orders without being obligated to notify Purchaser thereof and without being obligated to obtain Purchaser's consent thereto.

Any of such assignment or delegation without such consent shall be void.

6. 保密信息应法规或一法院命令之要求而披露，但披露仅限于要求披露的目的与范围；或者
7. 保密信息由保密信息之所有者披露给一第三方，且无与上述之限制类似的披露限制。

16. 宣传

买方未经 ADC 事先书面批准不得从事下列行为：

1. 改变或去除任何设备上的任何 ADC 标签；
2. 单独或与任何其它作品结合使用任何 ADC 的商标或商号作为买方商号或公司名称的一部分；
3. 使用任何根据 ADC 的独立判断与 ADC 的任何商标或商号相混淆的商标或商号；
4. 在任何买方名单、广告或印刷品清单上使用或允许其买方或任何其它关联机构使用 ADC 的名称；
5. 向其买方宣称其为任何设备的独家代表、被授权人、代理商、零售商、经销商或批发商；
6. 使用任何 ADC 的促销数据、宣传数据、文案、展示或信件；
7. 允许买方之客户或任何其它关联机构使用 ADC 的商标或商号作为一商号或公司名称的一部分；或者
8. 明示或暗示地指认 ADC 或其关联公司，在任何广告、新闻发布、宣传事项或其它促销材料中使用任何 ADC 或其关联公司的商标或商号。

17. 遵守适用之法律

买方将遵守所有涉及设备的购买与使用的法律。

18. 终止

在向买方发出书面通知后，ADC 可终止任何及/或全部买方订单，该终止将立即生效，如果买方：

1. 已资不抵债或其提出或其被提出破产、重组或类似请求，且该请求在提出后的三十(30)个公历日内无法撤销；或者
2. 在 ADC 接受买方订单后而未履行任何设备义务，且该情形在向买方发出书面通知后十五(15)个公历日内未得补救。

除上述彼等权利外，ADC 可选择撤销任何及/或所有买方订单，如果：

1. 买方未按发票支付条款或双方约定支付任何订单；或者
2. 买方违反了“遵守适用之法律”条款。

任何根据该条款的终止将是附加的且不排除或不损及 ADC 在法律或公平原则下拥有的任何其它权利或补救。

19. 变更或修改

ADC 可修改此处所述之条款与条件，且该经修改之条款与条件将适用于所有于该修改生效日及其后所发出的买方订单。任何对此等条款与条件的修改必须以书面为之并经 ADC 签署以对 ADC 具有拘束力。

20. 转让

未经另一方同意，一方不得转让一买方订单下之权利与义务，但 ADC 可转让或质押在任何或全部买方订单下买方所欠 ADC 之款项(及支持该等支付义务的文件)，且无义务通知买方该等行为及无义务取得买方对该等行为的同意。

如无该同意，任何该转让或授权将无效。

21. ENFORCEABILITY

If any provision of these terms and conditions are determined by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.

22. FORCE MAJEURE

ADC is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control. In the event of any such default or delay, the date for shipment or performance of Services will be extended correspondingly.

23. DISPUTE RESOLUTION

Any dispute arising out of or in connection with a Purchase Order, Sales Contract and these terms and conditions will be first settled through amicable consultation between ADC and Purchaser. In the event that such dispute cannot be resolved within thirty (30) days from the date of either Party giving notice of such dispute to the other, either Party may submit such dispute to the local court where ADC is located for resolution and the other Party agrees to submit to the jurisdiction of such court. The losing Party will bear the relevant court costs.

24. SURVIVAL OF TERMS

Each Party's obligations, which by their nature would, will continue beyond the termination, cancellation or expiration of or delivery of Equipment or performance of Services under Purchaser's Purchase Order.

25. WAIVER

No waiver will be valid unless in writing and no waiver granted will release Purchaser from subsequent strict compliance herewith.

21. 可执行性

如此等条款与条件的任何条目被一具管辖权之法院或仲裁人判定为无效、非法或不能执行，其余条目之有效性、合法性及可执行性将不因此而受到影响或破坏。

22. 不可抗力

如因任何超出其控制的原因而使之未能履行或延迟履行其义务，ADC 将对此不负责任。如发生任何该不履行或延迟履约之情形，设备装运日或服务履行日将相应延长。

23. 争议解决

任何源自或相关于一订单、销售合同以及此等条款与条件的争议将首先通过 ADC 和买方之间的友好协商加以解决。如该争议自任何一方给予另一方该争议通知后三十(30)天内仍不能得以解决，任何一方可将该争议提交 ADC 所在的法院解决，且另一方同意受该法院之管辖。败诉一方将承担相关法院费用。

24. 条款之持续有效

各方义务据其性质在买方订单终止、取消或到期或据买方订单设备已交运或服务已履行后将继续有效。

25. 弃权

除非以书面为之，弃权将无效，并且所给予之弃权将不免除买方今后严格履约之责任。