

LYDALL'S TERMS AND CONDITIONS OF SALE

莱德尔销售条款和条件

- DEFINITIONS:** a) "Lydall", "Seller", "us" or "our" means Lydall, Inc. or the subsidiary of Lydall, Inc. selling our products (hereinafter "Products") or services (hereinafter "Services"); b) "Buyer", "you" or "your" means the party buying Products or Services from Lydall; c) "Terms" means Lydall's Terms and Conditions of Sale; d) "Party" means Lydall or Buyer, and "Parties" means Lydall and Buyer; e) "Agreement" means the written documentation that Lydall issues to you when selling our Products or Services; f) "Purchase Order" or "Order" means the written documentation that Buyer issues to Lydall when buying our Products or Services.
定义: a) “莱德尔”、“卖方”、“我方”或“我方的”是指销售我方的产品（“产品”）或服务（“服务”）的莱德尔公司或莱德尔公司的子公司；b) “买方”、“贵方”或“贵方的”是指向莱德尔购买产品或服务的一方；c) “条款”是指莱德尔的销售条款和条件；d) “一方”是指莱德尔或买方中的任意一方，“双方”是指莱德尔和买方的统称；e) “协议”是指莱德尔在向贵方出售产品或服务时出具的书面文件；f) “采购订单”或“订单”是指买方在购买产品或服务时向莱德尔出具的书面文件。
- TERMS OF AGREEMENT:** When you buy our Products, you are agreeing to these terms and conditions of sale. Nothing you send us will change this Agreement (e.g., your purchase orders with different terms and conditions). If you object to any of the terms of this Agreement, your objection must be specifically brought to the attention of Lydall in writing, separate from any purchase order or other printed form. Your objections shall be deemed proposals for different terms and may be accepted only by a written addendum to Lydall's Terms and Conditions of Sale executed by you and an authorized representative of Lydall. **LYDALL'S AGREEMENT TO SELL PRODUCTS TO BUYER IS EXPRESSLY CONDITIONED ON BUYER'S AGREEMENT TO THESE TERMS AND CONDITIONS. LYDALL EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY OF YOUR DOCUMENTS, WHETHER RECEIVED BEFORE OR AFTER YOUR RECEIPT OF THIS AGREEMENT.**
协议条款: 当贵方购买我方产品时，应视为贵方已经同意本销售条款和条件。贵方发送给我方的任何文件都不会构成对本协议的修改（例如，您的采购订单中包含的与本销售条款和条件内容不一致的条款和条件）。如果贵方反对本协议的任何条款，贵方的反对意见必须以书面形式特别提请莱德尔注意，并区别于任何采购订单或其他印刷表格提供。贵方的反对意见应被视为具有不同条款的新要约，仅在由贵方和莱德尔书面签署后才能构成对莱德尔“销售条款和条件”的附件。**莱德尔同意向买方出售产品是基于买方同意接受本销售条款和条件。莱德尔明确拒绝贵方文档中出现的任何额外增加的或不同的条款或条件，无论贵方文档是在贵方收到本协议之前还是之后送达莱德尔。**
- PRICES:** The price shall be Lydall's quoted price (which expires after 30 days), or if none, Lydall's published prices on the date of the order. Unless otherwise agreed, prices quoted do not include shipping costs or any federal, state or local taxes or VAT. If any of these costs are applicable, they will be added to the invoice. Where Buyer requires packaging other than standard packaging, the expense will be charged to the Buyer. To the extent permitted by applicable law, Lydall reserves a security interest in any Products sold to the extent of the invoiced amount to secure payment of Buyer's obligation. If Buyer defaults, Buyer agrees to make the Products available so that Lydall may peaceably repossess. A copy of the invoice may be filed with the appropriate agency(ies) at any time as a financing statement. At Lydall's request, Buyer will execute any instrument Lydall requires to perfect its security interest. Unless otherwise agreed in writing or prohibited by applicable law, prices on any undelivered Products are subject to further increase upon written notice: (a) due to increase in cost to Lydall of raw materials; (b) as a result of restrictions or regulations imposed under any agreements, codes, licenses, laws decrees or orders; (c) as a result of increase in labor costs; or (d) due to variations in exchange rates, providing that this clause shall not be operated to fix a price in violation of any price regulations of the U.S. Government.
价格: 价格应为莱德尔的报价中记载的价格（30 天后失效），或如果没有报价，应为莱德尔在报价当日公开发布的价格。除非另有约定，报价不包括运费或任何联邦、州或地方税或增值税。如果任何这些费用产生，它们将被添加到发票中。如果买方要求适用标准包装以外的包装，则相关费用将由买方支付。在适用法律允许的范围内，莱德尔在发票金额范围内保留对所销售产品的担保权益，以确保买方履行支付义务。如果买方违约，买方同意保证产品处于莱德尔可随时取回的状态。发票的副本可随时向相关机构提交作为融资声明。在莱德尔的要求下，买方将签署莱德尔所要求的任何契据，以完善上述担保利益。除非另有书面约定或适用法律禁止，如果出现下述情况，莱德尔可增加任何未交付产品的价格，但应提前书面告知卖方：（a）由于莱德尔原材料成本的增加；（b）由于根据任何协议、守则、执照、法令或命令施加的限制或规定而增加；（c）劳动力成本增加；或者（d）由于汇率变动，但变更后的价格不得违反美国政府的任何价格规定。
- TERMS OF PAYMENT:** Unless otherwise agreed in writing, payment shall be net cash thirty (30) days from the date of invoice. Buyer shall have no right of setoff and invoices shall not be subject to dispute after payment is due. Products exported may be subject to a down payment, with the balance payable through an Irrevocable Letter of Credit established through a bank acceptable to Lydall. The obligation to make payment shall continue without regard to any warranty obligations made hereunder by Lydall and without regard to whether Buyer has made any inspection of the Products. Lydall shall have the right, in its sole discretion, to terminate the Agreement or require payment before shipment or payment via letter of credit if it determines that Buyer is delinquent in payment, financially unstable or will exceed the credit limit. A finance charge of one and one-half percent (1 1/2%) per month (or the highest rate allowed by local law, whichever is lower) will be applied to any outstanding balance. Buyer shall pay to Lydall any expenses Lydall incurs for collection of money due and unpaid, including reasonable attorney's fees and costs. Buyer authorizes its creditors to disclose to Lydall information concerning Buyer's credit worthiness. By submitting any purchase order or other

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document to Lydall, Buyer represents that it is solvent for the purposes of U.C.C. Section 2-702 and that it is not insolvent as defined by U.C.C. Section 1-201 (23). In the absence of written notification of insolvency, the transmission of any writing by Buyer to Lydall during the course of performance of the contract will be understood to constitute a written representation of continued solvency for the purposes of U.C.C. Section 2-702(2).

4. **付款条件:** 除非另有书面约定, 应自发票之日起三十 (30) 天以现金的形式支付所有款项。买方无权扣款且无权在付款到期后对发票提出争议。出口产品可能需要支付首付款, 余额将通过不可撤销的信用证支付, 该信用证应由莱德尔确定可接受的银行开具。付款义务应不受任何减损, 无论莱德尔在本协议下有任何保证义务, 也无论买方是否对产品进行了检验。如果莱德尔确定买方有拖延付款行为、财务不稳定或信用透支的情况, 则莱德尔有权自行决定终止本协议, 或要求买方在发货之前付款或通过信用证支付款项。如有任何未结款项, 应按每月百分之一点五 (1.5%) (或当地法律允许的最高利率, 两者较低者为准) 支付财务费用。买方应向莱德尔支付因莱德尔收取应付和未付款项而产生的费用, 包括合理的律师费和其他费用。买方授权其债权人向莱德尔披露有关买方信用状况的信息。通过向莱德尔提交采购订单或其他文件, 买方声明, 其具备 U.C.C. 第 2-702 条规定的偿还债务的能力, 并非第 U.C.C. 第 1-201 (23) 条定义的无力偿债。在没有书面通知破产的情况下, 买方在履行合同过程中向莱德尔发送的任何书面信息均被理解为构成第 2-702(2) 条定义的继续偿付能力的书面陈述。
5. **ORDERS AND DELIVERY:** The accuracy and sufficiency of Buyer's orders are the responsibility of Buyer. Shipping dates are approximate, and time shall not be of the essence. **LYDALL DISCLAIMS ALL LIABILITY FOR GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS IN DELIVERY.** If shipment is delayed for over one hundred and twenty (120) days, Buyer may reject the Products. Unless otherwise provided, Lydall shall have the right to make shipment in installments, and delay in shipment of any installment or failure to ship any installment shall not relieve Buyer of its obligation to accept remaining installments. Where special delivery is required, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run. Risk of loss of Products transfers to Buyer when Products are loaded for shipment. If shipment is made in reusable containers, Buyer shall be charged for any unreturned or damaged containers. Return Product accepted by Lydall may be subject to a reasonable restocking charge.
5. **订单和交货:** 买方订单的准确性和充分性由买方负责。发货日期是一个大致日期, 时间不是至关重要的信息。**莱德尔不对因延期交货造成的一般的、特殊的、偶发的或后果性的损害承担责任。**如果货物延迟超过一百二十 (120) 天, 买方可以拒收产品。除非另有规定, 否则莱德尔有权分批出货, 延迟运输或未能发运任何批次的货物不得使买方免除接收其他批次货物的义务。如果需要特殊形式的交货, 所涉费用将由买方支付。订单将有百分之十 (10%) 左右的差额。当产品装运后, 产品风险自动转移给买方。如果装运在可重复使用的集装箱内, 买方应对任何未回收或被损坏的集装箱付费。如果接受退货产品, 莱德尔可能会收取合理的补货费用。
6. **FORCE MAJEURE:** Neither Party shall be held responsible for any delay or failure to perform its obligations hereunder (other than payment obligations) in whole or in part due, directly or indirectly, to matters outside of its control, including without limitation, war, insurrection, epidemics, flood, acts of God, accidents, power failure, shortage of transportation, terrorism, sabotage, blockades, embargoes, federal, state, municipal, or any other governmental action or regulation, import or export restrictions, explosion, fire, damage to, or destruction in whole or in part of merchandise or manufacturing plant, lack of, or inability to obtain (due to events out of its control), materials, labor, fuel or supplies, restraining orders or injunctions of any court or judge, or any other causes, events, contingencies or circumstances, regardless of their dissimilarity to the foregoing, deemed to be impracticable or impossible under the law. If any shipment is delayed six (6) or more months due to a force majeure event, either Party shall have the right by written notice to the other to cancel that shipment and the balance of this Agreement and, in such event, neither Party shall be liable to the other for any losses or damages arising out of such cancellation.
6. **不可抗力:** 对于全部或部分因不可抗力事件直接或间接造成的任何延期履行或未履行义务 (付款义务除外), 双方均不承担任何责任, 不可抗力事件包括但不限于战争、暴动、流行病、洪水天灾、意外、停电、交通不便、恐怖主义、破坏、封锁、禁运、联邦、州、市政府或任何其他政府的行动或法规、进出口限制、爆炸、全部或部分商品或制造厂的损坏或破坏、缺乏或无法获得 (由于超出控制范围的事件) 材料、劳工、燃料或用品、限制令或任何法院或法官的禁令, 或任何其他原因、事件、意外或情况, 不论其与上述情况有什么不同之处, 但根据法律被认为是不切实际或不可能的。如果任何货物运输因不可抗力事件延迟六 (6) 个月以上, 任何一方应有权以书面通知的形式告知对方取消该货物运输和相应的余款, 在此情况下, 任何一方均不得对于由此类取消引起的任何损失或损害承担任何责任。
7. **BUYER DELAY:** If Buyer is unable or unwilling to accept delivery of Products at time of completion, Lydall shall invoice Buyer for the full purchase price. Products held for Buyer shall be held at Buyer's sole risk and expense. Buyer's wrongful rejection of Products or attempted cancellation shall entitle Lydall, in addition to any other damages, to the price of raw materials, work in process and finished goods inventory which cannot be resold or if resold, a minimum of 15% of the price of the Products as liquidated damages. Lydall shall have the right to prove higher damages and the Buyer shall have the right to prove lower damages.
7. **买方延期:** 如果买方在完成交易时无法或不愿意接受产品的交付, 莱德尔将以全额订单价格向买方出具发票。为买方保留的产品应由买方单独承担此保留期间的风险和费用。因买方对产品的不正当拒绝或企图解约, 就此除了其他损害赔偿之外, 莱德尔还有权要求买方承担不能转售产品的原材料、在制品和成品库存, 或者如产品能够转售的, 买方应按产品价格的 15% 向莱德尔支付以作为违约金。莱德尔有权证明较高的损害赔偿, 买方有权证明较低的损害赔偿。
8. **TOOLS:** Unless otherwise agreed, Lydall shall retain title to, and possession shall be returned to Lydall upon termination of, any

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models, drawings, patterns, dies, molds, jigs, fixtures and tools relating to this Agreement.

8. **工具:** 除非另有约定, 在终止协议时, 与本协议相关的任何样品、图纸、图案、模具、夹具和工具的所有权应归属于莱德尔, 并且应返还莱德尔占有。
9. **WARRANTY:** The following warranty applies to Lydall's Products only and excludes Lydall's Services. If full payment for the Products is received, Lydall warrants that at the time of shipment and for a period of one (1) year thereafter (unless a different period is specified by Lydall) its Products (not including any parts, materials or equipment not manufactured or supplied by Lydall) shall be substantially free of material defects in workmanship and material under normal use and service and shall substantially conform to contract specifications, subject to Lydall's standard tolerances for variations. Buyer agrees to inspect the Products prior to acceptance and upon receipt and to give written notice within fifteen (15) days to Lydall of any claim that the Products breach any warranty provided herein. Lydall will be afforded a prompt opportunity to inspect the Products. If Buyer shall fail to give such notice or provide such opportunity to inspect, the Products shall be deemed accepted and to conform to the terms of this Agreement and Buyer shall be bound to accept and pay for the Products in accordance with the terms of the Agreement. Use or processing of the Products shall be deemed an unconditional acceptance. Defects in part of the Products shipped do not entitle rejection of the entire shipment. Complaints do not affect Buyer's obligation to pay for the Products. Buyer's failure to provide timely notice shall constitute a waiver of its claims. Buyer expressly waives any rights Buyer may have to revoke or refuse acceptance after such fifteen (15) day period. For a breach of warranty claim, Lydall may, at its option, repair or replace the nonconforming Products or credit the account for the value of the nonconforming Products. The aforesaid obligations of Lydall are expressly agreed by the Parties to be the limit of Lydall's liability and Buyer's sole and exclusive remedy under this Agreement. Should this sole and exclusive remedy fail of its essential purpose, however, Lydall will return Buyer's purchase price minus the reasonable value of Buyer's use of the Product. Notwithstanding anything herein contained to the contrary, the liability of Lydall for any and all claims for direct damages arising out of or in connection with the Products and the use thereof shall under no circumstances exceed the sum of Buyer's payments for the Goods that are the subject of the claim. **IN NO EVENT SHALL LYDALL BE LIABLE FOR LOSS OF USE OR LOSS OF PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES FOR PERSONAL INJURIES, EXCEPT AS REQUIRED BY LAW. ALL OTHER WARRANTIES, DIRECT OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.** Our warranties extend only to the original Buyer, and you cannot be transferred. This warranty is inapplicable to the extent Buyer has selected materials or designed the Product. In no event shall Lydall be liable for any defective good if examination discloses that the good has been taxed beyond its normal capacity or the defective condition of such good was caused by willful damage, failure to follow instructions, abnormal working conditions, misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, storage, transportation or handling. Any advice furnished by Lydall as to any use of the Products by Buyer, any samples provided by Lydall, and any Services provided by Lydall are offered "as is" without warranty of any kind, and shall not affect the limitations on Lydall's warranties or Buyer's agreement to indemnify. Buyer acknowledges that Lydall shall have no liability to Buyer for any harm or loss caused by advice received by Buyer from any of Lydall's agents or employees.
9. **保证:** 以下保证仅适用于莱德尔的产品, 不包括莱德尔的服务。如果收到产品的全额付款, 莱德尔保证, 在正常使用和服务情况下, 在出货时和之后的一(1)年内(除非莱德尔明确规定不同的期限), 其产品(不包括任何非经莱德尔制造或供应的零件、材料或设备)基本上不会出现工艺和材料缺陷, 并且符合合同规范, 但须遵守莱德尔的标准公差。买方同意在接受前和接受后检查产品, 如果产品违反本协议条款的保证, 应在十五(15)天内向莱德尔发出声明。应使莱德尔有机会及时检查产品。如果买方未能按此发出通知或提供此类机会给莱德尔进行检查, 产品应被视为已被接受并符合本协议的条款, 买方有义务按照协议条款接受产品并支付相关款项。如果买方开始使用或加工产品, 则视为无条件接受产品。如果部分出货产品出现缺陷, 买方并无权因此拒绝整批货物。投诉不影响买方对产品付款的义务。买方未及时提供通知应视为其放弃索赔。在上述十五(15)天的通知期满之后, 应视为买方已明确放弃解约或拒绝接受产品的权利。就违反保证提起的索赔, 莱德尔可以选择修理或更换不合格品, 或者将不合格产品的价值记入账户。双方明确同意, 莱德尔的全部责任应仅限于上述义务, 且上述莱德尔义务是买方根据本协议所享有的唯一和排他性补救措施。但是, 如果这项唯一和排他性补救措施未能实现本质目的, 莱德尔将退还买方的购买价格, 但应扣除买方对本产品的合理使用费。无论在任何情况下, 莱德尔对由产品引起的或与产品有关的直接损害赔偿的任何和全部索赔的责任限额均不得超过买方对该货物的付款总额。**莱德尔均不对使用或利润损失或任何间接的、特殊的、偶发的、惩罚性的、多重的、惩戒性或后果性的损害负责, 包括但不限于个人伤害的继发性损害, 除非法律有规定。任何其他直接或暗示的保证, 包括适销性的默示担保、不侵犯知识产权的保证、和特定用途的适用性保证, 均不在法律允许的最大赔偿范围内。**我方的保证仅限于原始买方, 贵方不得进行转让。该保证不适用于买方选择材料或设计产品的情况。无论在任何情况下, 莱德尔对下述有缺陷的商品不承担任何责任, 即如果检验表明该商品已被超出正常范围征税, 或该商品的有缺陷的状况是由故意损害、不遵守指示、异常工作条件、错用、滥用、不正确的安装或应用、不正确的维护或修理、变更、意外或疏忽使用、储存、运输或处理所造成的。莱德尔提供的有关买方使用产品的任何建议, 莱德尔提供的任何样品, 以及莱德尔提供的任何服务, 均“按原样”提供, 对此不提供任何形式的保证, 也不得因此影响莱德尔的保证限制或对买方的约定赔偿限制。买方确认, 莱德尔对买方因从莱德尔的任何代理商或雇员处收到的建议而造成的任何损害或损失不承担任何责任。

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For contracts under German law: The above disclaimer also applies to the legal representatives and agents of Lydall, if the Buyer issues claims against them. Excluded from the above exemption of liability are claims for damages due to injury to life, limb, health and claims for damages from the breach of contract. Material contractual obligations are those whose performance to achieve the objective of the Treaty is necessary; for example, the provider has to give the customer the item free of material and legal defects and to gain ownership of it. Also excluded from the disclaimer, is the liability for damages based on an intentional or grossly negligent breach of Lydall's duty, his legal representative or agents. Provisions of the Product Liability Act (Liability Act) remain unaffected.

德国法律规定的合同: 如果买方提出索赔, 上述免责声明也适用于莱德尔的法定代表和代理人。由于生命、肢体、健康伤害和因违约造成的损害赔偿不包含在上述免除的损害赔偿中。重大合同义务是指对合同目标的实现至关重要的义务; 例如, 供应商必须向客户提供没有物质和法律缺陷的物品, 并获得其所有权。故意或严重疏忽造成的莱德尔、其法定代表或代理人的违约行为也被排除在免责声明之外。产品责任法(责任法)的规定不受影响。

10. **SAFETY & HEALTH INFORMATION:** Upon request by Buyer, Lydall will provide applicable information (including but not limited to Safety Data Sheets) and warnings concerning the safety and health aspects of its Products. Buyer agrees to communicate such information and warnings to Buyer's employees, agents, contractors and Buyers, and to require such persons to further communicate such information and warnings to all persons that they may reasonably foresee will be exposed to or handle such Products.
10. **安全与健康信息:** 根据买方要求, 莱德尔将提供适用的信息(包括但不限于安全数据表)以及有关产品安全和健康方面的警告。买方同意将此类信息和警告传达给买方的雇员、代理商、承包商和买方, 并要求此类人员向所有可能合理预见将接触或处理此类产品的人员进一步传达此类信息和警告。
11. **EXPORTS:** Buyer agrees to fully comply at all times with all applicable import and export control laws and undertakes not to sell, supply, transfer, transmit, export or re-export any Products or their related technology in violation of the export control laws. Buyer shall not sell, supply, transfer, transmit, export or re-export any Products or their related technology to any non-US government if Buyer knows or has reason to know that the Products or technology will be used for military end use. Buyer confirms that the Products above will not be used for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will they be resold by Buyer knowingly for such intended or likely purpose. Buyer confirms that the Products will not be re-exported or otherwise re-sold or transferred by Buyer to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo. Buyer confirms that the Products, or any replica of them, will not be used by Buyer in any nuclear explosive activity or unsafeguarded nuclear fuel cycle. Buyer shall be responsible for complying with any law governing the importation of Products into the country of destination and for the payment of any duties on them. Upon Lydall's request, Buyer agrees to complete export due diligence certification paperwork to document its compliance with all export laws and regulations and return promptly to Lydall.
11. **出口:** 买方同意在任何时候全面遵守所有适用的进出口管制法律, 并承诺不出口、供应、转让、传输、出口或转口任何违反出口管制法的产品或相关技术。如果买方知道或有理由知道任何产品或技术将用于军事最终用途, 买方不得将该些产品或其相关技术出售、供应、转让、传输、出口或再出口到任何非美国政府。买方确认上述产品不会用于与能够交付此类武器的化学、生物或核武器或导弹有关的目的, 买方也不会因为此目的或可能的目的而故意转售。买方确认, 如根据联合国、欧盟或欧安组织的禁运规定, 交付某目的地将违反禁运条款的, 买方将不会将产品转口或以其他方式重新出售或转让给该目的地。买方确认, 产品或其任何复制品将不被买方用于任何核爆炸活动或未进行安全保障的核燃料循环。买方应负责遵守产品进口所到目的地国家的任何相关法律, 并负责支付任何税金。根据莱德尔的要求, 买方同意完成出口尽职调查认证文件, 以记录其遵守所有出口法律和法规, 并及时将文件提供给莱德尔。
12. **INDEMNIFICATION:** Buyer, if a reseller, shall include in its terms and conditions of sale an effective disclaimer of warranties and limitations of liability at least as restrictive as those contained herein. In any event, **BUYER ASSUMES ALL RISKS AND AGREES TO INDEMNIFY AND HOLD LYDALL HARMLESS AGAINST ALL CLAIMS AND LIABILITY ARISING: (1) OUT OF ANY PRODUCT MADE IN WHOLE OR IN PART FROM THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT AND (2) AS A RESULT OF USE OR POSSESSION OF THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT.** With respect to Products manufactured solely to Lydall's designs or specifications, Lydall shall defend any action brought against Buyer claiming that such Products are an infringement of any patent, trademark or copyright and Lydall will pay any costs and damages finally awarded against Buyer in any such action, under the following conditions: (a) Lydall is notified promptly in writing by Buyer of any notice of such claim, (b) Lydall has sole control of the defense in any action on such claim and all negotiations for its settlement and compromise, and (c) should Lydall's Products become, or in Lydall's opinion are likely to become, the subject of a claim of infringement of a patent, trademark or copyright, Lydall will have the option of replacing or modifying the same so that it does not infringe or to accept its return and grant to Buyer a credit for such Products. This states the entire liability of Lydall with respect to infringement of patents by Lydall's Products or any parts thereof. Buyer shall indemnify, defend and hold Lydall harmless against any damages, costs or losses resulting from any suit or proceeding brought for infringement of patents, copyrights or trademarks or for unfair competition (1) relating to the use or sale of any of Lydall's Products in any combination, method, or process and/or (2) arising out of compliance by Lydall with Buyer's designs, specifications or instructions, including claims for patent or copyright infringement. If such a claim is brought against Lydall by an agent or employee of Buyer, Buyer agrees to defend, indemnify and hold Lydall harmless from and against any and all liability, loss, damages, and expense relating to the claim.

LYDALL'S TERMS AND CONDITIONS OF SALE

莱德尔销售条款和条件

12. **赔偿:** 买方（如果是分销商）应在其销售条款和条件中包含一条免责声明和责任限制，至少应与本协议中所包含的限制性相等。如果因以下情况产生索赔和责任，买方均承担所有风险并同意赔偿并使莱德尔免于承受所有索赔和责任：（1）根据本协议提供的全部或部分产品而生产的任何产品，（2）因使用或占有本协议下产品而产生的结果。对于仅依赖莱德尔的设计或规格制造的产品，如果买方被指控侵犯任何专利权、商标权或版权，莱德尔应保护买方并赔偿买方因此造成的所有损失：（a）如果出现任何此类索赔，买方应立即以书面形式告知莱德尔，（b）莱德尔对任何诉讼中的此类索赔享有唯一控卫权，可自行解决和妥协，以及（c）如果莱德尔的产品会侵犯任何专利权、商标权或版权，或莱德尔认为可能会侵犯任何专利权、商标权或版权，则莱德尔有权选择更换或修改该产品以免出现侵权行为的持续，或接受退货并以优惠价向买方提供产品。这里规定了莱德尔对其产品或其任何部分的知识产权侵权所应承担的全部责任。买方应赔偿、保护并使莱德尔免于承受下列情况下因侵犯专利权、版权、商标或参与不正当竞争而引起的任何诉讼所造成的任何损害、费用或损失，（1）涉及以任何组合、方法或过程使用或销售任何莱德尔的产品；和/或（2）由莱德尔遵守买方的设计、规格或说明而产生的，包括专利索赔或侵犯版权。如果由买方的代理人或雇员向莱德尔提出索赔，买方同意保障、赔偿并使莱德尔免于承受与索赔相关的任何和所有责任、损失、损害赔偿和费用。
13. **INTELLECTUAL PROPERTY:** Buyer acknowledges that all intellectual property rights relating to Lydall's Products, as between Buyer and Lydall, are solely and exclusively owned by Lydall. Unless otherwise agreed to, Lydall's sale of Products to Buyer only grants Buyer a limited, non-transferable right under such intellectual property, for only Buyer to use the quantity of the Products that Buyer has purchased. Buyer may only use Lydall's intellectual property for the purposes of the Order and not for any other purpose. Buyer expressly agrees that Buyer will not reverse engineer, disassemble, or decompile our Products. Lydall does not warrant that it has verified the possible existence of third Party intellectual property rights which might be infringed as a consequence of the sale of the Products and Buyer should conduct its own search for such infringement. The sale of Products does not convey any license under any intellectual property rights relating to the application of the Products and Buyer expressly assumes all risk of intellectual property infringement by reason of its importation or use of the Products in any of its processing operations.
13. **知识产权:** 买方确认，与莱德尔的产品相关的所有知识产权仅由莱德尔独家拥有。除非另有约定，否则莱德尔向买方出售产品应仅视为，授予买方在此类知识产权下的有限的不可转让的权利以使买方可以使用其已购买的产品。买方只能出于本订单之目的使用莱德尔的知识产权，而不能为其它目的所使用。买方明确同意，买方不会对莱德尔产品进行逆向工程、反汇编或反编译。莱德尔不保证其已经验证可能存在因产品销售而可能侵害第三方知识产权，买方应自行搜查这种侵权行为。产品销售不会转让与产品应用有关的任何知识产权的许可，且买方明确表示，如果由于在任何加工操作中进口或使用产品而造成知识产权侵权的，由此带来的所有风险均由买方承担。
14. **CODE OF ETHICS:** The Buyers shall adopt and comply with a policy statement or code of conduct regarding business ethics or elect to comply with Lydall's Code of Ethics and Business Conduct ("Code"), a copy of which is available on www.lydall.com. This Code will be suitable for the Buyer's business and at a minimum will require compliance with all applicable laws and regulations; assure a safe, healthy work environment; prohibit the use of child or forced labor; provide for protection of the environment and minimization of waste, emissions, energy consumption; minimize the use of materials of concern and prohibit engagement in corrupt practices (e.g., facilitating, offering or paying any bribe). This provision confers no rights on third Parties.
14. **道德准则:** 买方应采纳并遵守关于商业道德的政策声明或行为准则，或选择遵守莱德尔的《道德与商业行为准则》（以下简称“准则”），其副本可在 www.lydall.com 上获取。本准则适用于买方的业务，至少要遵守所有适用的法律法规；确保安全、健康的工作环境；禁止使用童工或强迫劳动；提供环境保护，尽量减少浪费、排放、能源消耗；尽量减少关注材料的使用，并禁止参与腐败行为（如促进、提供或支付任何贿赂）。本规定不赋予第三方权利。
15. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Lydall makes no warranty that its Products shall conform to any law, statute, ordinance, regulation, code or standard unless expressly stated in the specifications or order acknowledgement. Buyer warrants and certifies that it will comply with all applicable national, state, provincial and local laws, statutes, rules, regulations, orders, and ordinances applicable to the manufacture, shipment and supply of goods using Lydall's Products, including but not limited to: (a) all anti-bribery statutes, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act; in addition, Buyer shall not offer gifts of any nature, including holiday gifts or entertainment, above a nominal value; and (b) all Equal Employment Opportunity statutes and orders, now in effect or later enacted, of the United States of America and of any state or political subdivision of any state, including but not limited to statutes, rules, regulations, and orders pertaining to labor, wages, hours and other conditions of employment, wage and price ceilings, if applicable, and the Fair Labor Standards Act, as amended. Buyer agrees to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, gender, color, national origin, age, disability, genetic information or covered veteran status. Further, Buyer agrees to take action to employ, advance in employment, and otherwise treat known qualified individuals with disabilities without regard to their physical or mental disability, covered veterans, minorities and females where underutilization exists in comparison to their representation in the local workforce population. These actions will include all human resources selection and decision practices such as demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. These requirements are found in 4 main sources: Executive Order 11246, the Vietnam Era Veteran's Readjustment Act, Section 503 of the Rehabilitation Act of 1973, and the American Recovery and Reinvestment Act of 2009 and all other regulations by inference. In addition, no action will be taken to the extent it is forbidden by the legislation applicable in the corresponding country.
15. **遵守法律法规:** 莱德尔不保证其产品符合任何法律、法规、法令、法案或标准，除非该等法律法规已在规格或订单确认

LYDALL'S TERMS AND CONDITIONS OF SALE 莱德尔销售条款和条件

函中明确说明。买方保证并证明，其将遵守适用于使用莱德尔产品进行制造、运输和供应的所有适用国家、州、省和地方法律、法规、规则、指令和条例，包括但不限于：（a）所有反贿赂法规，包括《美国反海外腐败法》和《英国贿赂法》；此外，买方不得提供高于指定价值的任何形式的礼物，包括节日礼物或娱乐活动；以及（b）美国以及任何国家的任何国家或政治部门当前有效或以后颁布的所有平等就业机会法规和命令，包括但不限于与劳动、工资、工时和其他就业条件、工资和价格上限（如适用）有关的法规、规则、条例和命令，以及经修订的《美国公平劳动标准法案》。买方同意确保申请人受雇，在就业期间平等对待雇员，而不考虑其种族、宗教、性别、肤色、国籍、年龄、残疾、遗传信息或退伍军人身份。此外，买方同意采取行动，雇用、优先雇用并以其他方式对待已知的在当地劳动力人口中利用不足的合格残疾人（不考虑他们的身体或精神残疾情况）、退伍军人、少数民族和女性。这些行动将包括在所有人力资源选择和决策实践中，如降级、调职；招聘或招聘广告；裁员或辞职；工资或其他形式的补偿；以及选择培训。上述要求存在于四个主要来源中：第 11246 号行政命令，《越南时代退伍军人调整法》，1973 年《违法行为矫正法》第 503 节，2009 年《美国复兴与再投资法》，和所有其他衍生法规。此外，不采取在相应国家适用立法所禁止的任何行动。

16. **CONFLICT MATERIALS:** Lydall recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant risks associated with sourcing Cassiterite (and its derivative tin), Columbite-tantalite (or 'coltan' and its derivative tantalum), Wolframite (and its derivative tungsten) and Gold (collectively, the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries. Accordingly, Lydall represents that it will take all measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

16. **冲突材料:** 莱德尔确认，其始终遵守《多德-弗兰克华尔街改革与消费者保护法》（以下简称“法案”）中与“冲突矿产”条款（第 1502 节）相关的公共政策，其中与采购锡石（及衍生锡）、哥伦比亚-钽铁矿（或“钽铁”及衍生钽）、钨（及其衍生钨）和金（以下统称为“冲突矿物”）相关的重大风险来自刚果民主共和国及其毗邻国家。因此，莱德尔声明，其将采取一切必要措施来遵守该法案以及各项对该法案进行与时俱进的修改所产生的实施细则。

17. **TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES; REACH:** Lydall represents and warrants that: (a) the Product(s) and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of the United States, the European Union ("EU"), and nations adopting legislation similar to that of the EU; (b) nothing prevents the sale or transport of the Product(s) or substances contained therein in the United States, the EU and nations adopting legislation similar to that of the EU; (c) all such Product(s) and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under the EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation ("REACH") if pre-registration, registration and/or authorization is required; and (d) in accordance with the restrictions set forth in the Recycling of Hazardous Substance ("RoHS") directives, the Product(s) and any substances contained therein do not include hazardous substances banned under RoHS, such as lead, mercury, cadmium, and hexavalent chromium and flame retardants such as polybrominated biphenyls or polybrominated diphenyl ethers. In addition to complying with REACH and RoHS, Lydall shall timely provide Buyer with all relevant information on the Product(s) necessary for the Buyer and/or any downstream user (as defined in Article 3(13) of REACH) to timely and accurately fulfill their obligations under REACH and RoHS, including a list of ingredients and quantities. Lydall shall take all other measures as are necessary to comply with REACH and RoHS and their respective implementing regulations, as they may be amended over time. Lydall shall bear all costs, charges and expenses related to REACH and RoHS, including the pre-registration, registration, evaluation and authorization under the REACH regulation of the chemical substances that are the subject of the Agreement or order.

17. **有毒、有害或致癌物质; REACH:** 莱德尔声明并保证：（a）产品和其中所含的任何物质不被美国、欧盟（以下简称“EU”）的任何法律或法规所禁止，并且符合美国、欧盟和采用类似法律的国家的规定；（b）在美国、欧盟和采用类似法律的国家的销售或运输本协议项下的货物或物质不被任何法律法规禁止；（c）如果规定需要进行标注，则所有货物和物品都已被适当地标注，且如果根据《欧盟化学品注册、评估、授权和限制条例》（以下简称“REACH”）需要进行预先注册和/或注册和/或授权，则所有货物已经进行了预先注册和/或注册和/或授权；以及和（d）根据《电气、电子设备中限制使用某些有害物质指令》（以下简称“RoHS”）所规定的限制，货物及其中所含的任何物质不含有 RoHS 禁止的有害物质，如铅、汞、镉和六价铬和阻燃剂，如多溴联苯或多溴二苯醚。除遵守 REACH 和 RoHS 之外，莱德尔应及时向买方提供买方和/或下游用户所需物品的所有相关信息（定义见 REACH 第 3（13）条），包括成分和数量清单，以使买方和/或下游用户能及时、准确地履行其在 REACH 和 RoHS 项下的义务。卖方应采取必要的一切其他措施，以符合 REACH 和 RoHS 及其各自与时俱进修订而产生的实施细则。卖方应承担与 REACH 和 RoHS 相关的所有费用，包括根据 REACH 法规对作为本协议或订单标的化学物质进行预注册、注册、评估和授权。

18. **ADDITIONAL TERMS AND CONDITIONS**

18. **附加条款和条件**

(a) **Assignment and Delegations:** The Parties' rights and obligations shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, directors, officers, employees and legal representatives. To the extent permitted by applicable law, Buyer will not assign any rights or delegate any duties under the Agreement without the prior written consent of Lydall. Lydall may perform its obligation through its affiliates or subcontractors. Lydall and Buyer are independent contractors and neither is authorized to act on behalf or bind the other.

(a) **转让和委托:** 本协议下双方的权利和义务系针对双方及其各自的继承人、准许的受让人、董事、高级职员、雇员

LYDALL'S TERMS AND CONDITIONS OF SALE
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和法定代表人之利益而制定，并对这些主体具有约束力和效力。在适用法律允许的范围内，未经莱德尔事先书面同意，买方不得转让任何权利或转委托本协议项下的任何义务。莱德尔可以通过其关联公司或分包商履行其义务。莱德尔和买方均为独立合同主体，双方均无权代表对方或使对方遭受约束。

- (b) **Mediation:** Prior to either Party filing a suit in court, the Parties agree to participate in a non-binding mediation of any dispute before a neutral mediator at a time and place to be agreed upon.
- (b) **调解:** 在任何一方在法庭上提起诉讼之前，双方同意在商定的时间和地点由一名中立调解员进行无约束力的调解。
- (c) **Modification, Termination and Waiver:** This Agreement (and any purchase order, subcontract or other contract to which these terms apply) shall not be modified or terminated unless expressly agreed to in writing by both Parties. In the event of any permitted termination of this Agreement by Buyer, Buyer shall give Lydall at least 30 days' advance written notice of termination and will pay for (i) the cost of any raw materials and any work in process, and(ii) all finished goods inventory at the prevailing contracted purchase price, in each case which is not usable or salable by Lydall. All notices shall be in writing and electronic means of communication such as email shall be considered "in writing." No waiver or any default hereunder shall be deemed a waiver of the obligation of future compliance, and any provision waived shall remain in full force and effect. In addition to its other remedies, Lydall may cancel any unfulfilled part of the Agreement without any liability, upon written notice if Buyer fails to pay amounts due or Buyer shall become bankrupt, insolvent, makes an assignment for the benefit of creditors or a receiver is appointed for Buyer, or Buyer is acquired or sold in whole or in part.
- (c) **修改, 解除和弃权:** 除非双方明确书面同意，否则本协议（以及适用本协议条款的任何采购订单、分包合同或其他合同）不得被修改或终止。如果允许买方终止本协议，则买方应至少提前 30 天向莱德尔发出书面通知，并向莱德尔支付（i）任何原材料和任何在制费用，以及（ii）所有库存成品的订单价格，上述两种情况均应以成品或材料不能再使用或销售为前提。所有通知均为书面形式书就，电子邮件等电子通讯手段应视为“书面通知”。弃权或放弃追究任何违约事项不得被视为对未来应遵守义务的权利放弃，关于该项弃权的条款仍应保留充分的效力。除了其他补救措施外，如果买方未能支付应付金额或买方破产、无力偿债、出于债权人利益任命受益人、或买方被全部或部分收购或出售，经书面通知后，莱德尔可以解除协议的任何未履行部分而不承担任何责任。
- (d) **Sole Agreement:** Unless otherwise agreed in writing, this Agreement constitutes the entire agreement between Lydall and Buyer, and supersedes any previous agreement, representation or warranty, whether express or implied, regarding the Products. The Parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained or interpreted by any evidence of trade usage or course of dealing. Buyer acknowledges that no representations, understandings, conditions, or agreements have been made or relied upon other than those stated in this Agreement.
- (d) **全部协议:** 除非另有书面约定，本条款和订单构成莱德尔与买方之间达成的全部协议，并取代之前的任何与产品有关的明示或默示的协议、陈述或保证。双方还约定，这种完整的、排他性的和完全一致的协议声明不得被贸易使用或交易过程中的任何证据进行补充或解释。买方确认，除本协议外，其未作出或参照有任何其它声明、谅解、条件或约定。
- (e) **Governing Law:** The contract will be governed by the laws of the State of the Lydall operation selling the Product for Products sold from the U.S. and by the laws of the Country of the Lydall operation selling the Product for Products sold from other locations, excluding principles of conflicts of laws. Any and all matters of dispute between the Parties to this Agreement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, including without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State in which Lydall is domiciled. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- (e) **适用法律:** 如莱德尔在美国销售产品，则本合同由位于美国的具体销售地所属州的法律所管辖，如在其它国家销售产品，则本合同由具体销售地所属国的法律所管辖，法律冲突规则除外。本协议各方之间的任何和所有争议事项，无论是因本协议或是在本协议形成之前或之后的所谓的在合同之外的交易、互动或事实中产生的，包括但不限于欺诈、虚假陈述、疏忽或任何其他指称的侵权行为或违约行为，应该按照莱德尔居住地国家的法律管辖、解释和强制执行。《联合国国际货物销售合同公约》不适用于本条款或订单。
- (f) **Severability:** If any provision of this Agreement is held by a court to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected. The provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.
- (f) **可分割性:** 如果法院认为本协议的任何条款全部或部分无效或无法执行，则其他条款的有效性以及部分无效条款的其余部分的效力不受影响。被认定为无效或不可执行的条款，应当在法律允许的最大范围内修改为符合原条款法律和经济意图的新条款。
- (g) **Notice:** The Parties shall give all notices and communications between the Parties in writing by either personal delivery or sent via facsimile or certified mail, postage prepaid and return receipt requested addressed, electronic mail or regular mail to the Party's address specified on the face of the Order, or to the address that a Party has notified to be that Party's address for the purposes of this section. All notices shall be in English and shall be effective upon receipt.

LYDALL'S TERMS AND CONDITIONS OF SALE

莱德尔销售条款和条件

- (g) **通知:** 所有的通知和交流应以书面形式发送，包括亲自送达、传真、认证邮件（预付邮资，并附回执）、电子邮件或普通邮件方式，通讯地址见订单首页或一方出于本节之目的向另一方另行书面告知的其他地址。所有通知均以英文书就，一旦接受，即产生效力。

[End of Lydall's Terms and Conditions of Sale]

[莱德尔销售条款和条件末页]