

<p><b>TERMS AND CONDITIONS</b>  <b>TSI INCORPORATED SHALL HEREINAFTER BE REFERRED TO AS “SELLER”</b></p>	<p><b>条款和条件</b>  <b>TSI INCORPORATED 在下文中应称为“卖方”</b></p>
<p>1. <b><u>PAYMENT; DELIVERY.</u></b> Unless otherwise agreed, payment is due in U.S. Dollars within 30 days of the date of shipment. Charges for services are due upon receipt of invoice. Interest in the maximum amount permitted by law may be charged on past due invoices. Buyer shall reimburse Seller for all costs and expenses incurred in the collection of amounts past due, including attorneys' fees. All quoted delivery dates are approximate and shall commence when Seller has acknowledged receipt of documents required to effect shipment. Seller may require payment in advance if it believes the financial condition of Buyer does not justify shipment, or subsequent deliveries, on the payment terms originally specified. If the Buyer becomes bankrupt or insolvent, or a proceeding is brought by or against Buyer under such laws, Seller may cancel any outstanding order, and Buyer shall reimburse Seller for its cancellation charges. Seller reserves the right to ship and to make collection by sight draft.</p>	<p>1. <b><u>付款；交货。</u></b>除非另有约定，否则应在发货之日起 30 天内以美元付款。服务费用应在收到发票后予以支付。对于逾期发票，可能会收取法律允许的最高金额利息。买方应向卖方偿付因收取逾期款项而产生的所有成本和开支，包括律师费。所有引用的交货日期均为近似日期，应在卖方确认收到发货所需文档时开始计算。如果卖方认为买方的财务状况不足以按照最初指定的付款方式合理支付发货或后续交货的费用，则卖方可能会要求提前付款。如果买方破产或资不抵债，或根据此类法律由买方提起或针对买方提起诉讼，则卖方可以取消任何未完成的订单，并且买方应向卖方偿付其取消订单的费用。卖方保留通过即期汇票发货和收款的权利。</p>
<p>2. <b><u>RISK OF LOSS; TITLE.</u></b> Unless otherwise agreed, the risk of loss passes to Buyer when the goods are delivered to the carrier. Where the risk of loss has passed to Buyer, or where Buyer has selected the method of shipment or delivery, Buyer must obtain redress for freight losses, shortages or damages from the carrier or its insurer. Seller is not responsible for any such losses. Notwithstanding any provision of INCOTERMS or contained herein, equitable title and accession to the goods shall, where permitted by law, remain with Seller until Buyer is paid in full. This shall be the case even if legal title to the goods shall be deemed by law to have passed to Buyer at the time of delivery and prior to performance of all of Buyer's obligations. Buyer shall grant, and by acceptance of the goods is deemed to have granted, to Seller a first security interest in all goods to secure payment of amounts owed by Buyer. Buyer agrees to execute a financing statement at Seller's request. Seller may reclaim any goods delivered or in transit if Buyer fails to make payment when due.</p>	<p>2. <b><u>损失风险；所有权。</u></b>除非另有约定，否则损失风险在货物交付给承运方时即转移给买方。如果损失风险已转移给买方，或者买方选择发货或交货方式，则买方必须从承运方或其保险公司处就货运损失、短缺或损坏获得补偿。卖方不对任何此类损失负责。尽管有国际贸易术语解释通则或此处包含的任何规定，在法律允许的情况下，货物的衡平法所有权和添附权应归卖方所有，直至买方全额付款才转移给买方。即使货物的合法所有权在交货时和买方履行所有义务之前依法视为已转移给买方，情况也是如此。买方应授予卖方所有货物的第一担保权益，并通过接受货物视为已授予卖方此权益，从而确保买方支付欠款。买方同意应卖方要求履行资金调度声明。如果买方未能按期付款，卖方可以收回任何已交付或在途的货物。</p>

<p>3. <b>SHIPMENT.</b> Unless otherwise agreed, prices are FCA Seller's factory (Reference INCOTERMS 2010) and any charges Seller may be required to pay or collect on the sale, purchase, delivery, storage, use or transportation of the goods shall be paid by Buyer. Method of shipment or delivery will be at Seller's discretion unless otherwise agreed.</p>	<p>3. <b>发货。</b>除非另有约定，否则购买价格为 FCA 卖方的出厂价（参考《2010 年国际贸易术语解释通则》），并且卖方在销售、购买、交付、储存、使用或运输货物时可能需要支付或收取的任何费用均由买方支付。除非另有约定，否则发货或交货方式将由卖方自行决定。</p>
<p>4. <b>TAXES; RE-EXPORT.</b> Any government tax, fee, duty or charge on the sale, purchase, delivery or use of the goods and/or services sold hereunder shall be paid by Buyer, in addition to the purchase price, unless otherwise agreed. Certain goods are subject to international export control regulations. Buyer shall be responsible for compliance with all regulations related to the export of goods to end-users including, but not limited to, adherence to the US Export Administration Regulations. Buyer agrees to provide Seller with any end user information requested by Seller necessary to support compliance with all regulations related to the export of goods. Further Seller shall be provide access to Buyer's facility, as necessary, for the purpose of performing an audit on Buyer's export compliance program.</p>	<p>4. <b>税收；再出口。</b>除非另有约定，否则除购买价格外，销售、购买、交付或使用根据本协议出售的货物和/或服务的任何政府税费、费用、关税或收费均由买方支付。某些货物受国际出口管制法规的约束。买方应负责遵守与向最终用户出口货物相关的所有法规，包括但不限于遵守美国出口管制法规。买方同意向卖方提供其要求的任何最终用户信息，以此支持遵守与货物出口相关的所有法规。必要时，卖方应获许进入买方设施，以便对买方的出口合规计划进行审计。</p>
<p>5. <b>LIMITATION OF WARRANTY AND LIABILITY.</b> Seller warrants the goods, excluding software, sold hereunder, under normal use and service as described in the operator's manual, to be free from defects in workmanship and material for <b>12 months</b>, or if less, the length of time specified in the operator's manual, from the date of shipment to the customer. This warranty period is inclusive of any statutory warranty. <b>This limited warranty is subject to the following exclusions and exceptions:</b></p> <p>a. Hot-wire or hot-film sensors used with research anemometers, and certain other components when indicated in specifications, are warranted for 90 days from the date of shipment; b. Pumps are warranted for hours of operation as set forth in product or operator's manuals; c. Parts repaired or replaced as a result of repair services are warranted to be free from defects in workmanship and material, under normal use, for 90 days from the date of shipment; d. Seller does not provide any warranty on finished goods manufactured by others or on any fuses, batteries or other</p>	<p>5. <b>保证和责任限制。</b>卖方保证在本协议下销售的货物（不包括软件）在操作手册中所述的正常使用和维修条件下，从发货给客户之日起的 <b>12 个月</b> 或操作手册中规定的时间范围内没有任何工艺和材料缺陷。此保证期涵盖任何法定保修。<b>此有限保证受以下排除项和例外项的约束：</b></p> <p>a.与研究型风速计搭配使用的热线或热膜传感器，以及规格中指定的某些其他组件，自发货之日起提供 90 天的保证；b.按照产品或操作手册的规定，对泵的运转时间提供保证；c.因执行维修服务而维修或更换的零件，在正常使用情况下，自发货之日起 90 天内保证没有工艺和材料缺陷；d.卖方不对其他方制造的成品或任何保险丝、电池或其他耗材提供任何保证。仅适用原始制造商的保证；e.本保证不涵盖校准要求，卖方仅保证仪器或产品在制造时已正确校准。退回进行校准的仪器不在此保证范围内；f.如果仪器由工厂授权服务中心以外的任何人打开，则本保证<b>无效</b>，但手册中规定的要求允许操作员更换耗材或执行建议清洁程序的情况例外；g.如果产品被误用、疏忽管理、意外或故意损坏，或者未按照手册要求正确安装、维护或清洁，则本保证<b>无效</b>。除非卖</p>

consumable materials. Only the original manufacturer's warranty applies; e. This warranty does not cover calibration requirements, and seller warrants only that the instrument or product is properly calibrated at the time of its manufacture. Instruments returned for calibration are not covered by this warranty; f. This warranty is **VOID** if the instrument is opened by anyone other than a factory authorized service center with the one exception where requirements set forth in the manual allow an operator to replace consumables or perform recommended cleaning; g. This warranty is **VOID** if the product has been misused, neglected, subjected to accidental or intentional damage, or is not properly installed, maintained, or cleaned according to the requirements of the manual. Unless specifically authorized in a separate writing by Seller, Seller makes no warranty with respect to, and shall have no liability in connection with, goods which are incorporated into other products or equipment, or which are modified by any person other than Seller.

The foregoing is **IN LIEU OF** all other warranties and is subject to the **LIMITATIONS** stated herein. **NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. WITH RESPECT TO SELLER'S BREACH OF THE IMPLIED WARRANTY AGAINST INFRINGEMENT, SAID WARRANTY IS LIMITED TO CLAIMS OF DIRECT INFRINGEMENT AND EXCLUDES CLAIMS OF CONTRIBUTORY OR INDUCED INFRINGEMENTS. BUYER'S EXCLUSIVE REMEDY SHALL BE THE RETURN OF THE PURCHASE PRICE DISCOUNTED FOR REASONABLE WEAR AND TEAR OR AT SELLER'S OPTION REPLACEMENT OF THE GOODS WITH NON-INFRINGEMENTS.**

TO THE EXTENT PERMITTED BY LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF SELLER'S LIABILITY FOR ANY AND ALL LOSSES, INJURIES, OR DAMAGES CONCERNING THE GOODS (INCLUDING CLAIMS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) SHALL BE THE RETURN OF GOODS TO SELLER AND THE REFUND OF THE PURCHASE PRICE, OR, AT THE OPTION OF SELLER, THE REPAIR OR REPLACEMENT OF THE GOODS. IN THE CASE OF SOFTWARE, SELLER

方另行书面授权，否则卖方不对整合到其他产品或设备或由卖方以外的任何人改造的货物作出任何保证，也不承担与之相关的责任。

上述内容取代所有其他保证，并受本协议规定的限制。不作出任何其他明示或暗示的特定用途适用性或适销性保证。关于卖方对侵权默示保证的违反，所述保证仅限于直接侵权索赔，不包括参与性侵权或诱导侵权的索赔。买方的唯一补救的办法应是退还合理磨损的购买价格折扣，或者依照卖方的选择，将相关货物更换为非侵权货物。

在法律允许的范围内，用户或买方的唯一补救办法，以及卖方对货物的任何及所有损失、伤害或损害的责任限制（包括基于合同、疏忽、侵权、无过错责任或其他原因提出的索赔）应为货物退回卖方和退还货款，或者依照卖方选择，对货物进行修理或更换。对于软件，卖方将修复或更换有缺陷的软件，或者如果无法做到时，将退还软件的购买价格。在任何情况下，卖方均不对利润损失、业务中断或任何特殊、间接、后果性或附带损害承担责任。卖方不对安装、拆卸或重新安装的成本或费用负责。在诉讼理由产生 12 个月之后，不可对卖方提起任何形式的诉讼。保证期内退回卖方工厂的货物应由买方承担损失风险，真正发生退货时，将由卖方承担损失风险。

买方和所有用户均被视为已接受此保证和责任限制，其中包含卖方的完整且唯一的有限保证。除非由卖方高级职员签署书面同意，否则不得修正、修改本保证和责任限制或免除其条款。

<p>WILL REPAIR OR REPLACE DEFECTIVE SOFTWARE OR IF UNABLE TO DO SO, WILL REFUND THE PURCHASE PRICE OF THE SOFTWARE. <b>IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES.</b> SELLER SHALL NOT BE RESPONSIBLE FOR INSTALLATION, DISMANTLING OR REINSTALLATION COSTS OR CHARGES. No Action, regardless of form, may be brought against Seller more than 12 months after a cause of action has accrued. The goods returned under warranty to Seller's factory shall be at Buyer's risk of loss, and will be returned, if at all, at Seller's risk of loss.</p> <p>Buyer and all users are deemed to have accepted this LIMITATION OF WARRANTY AND LIABILITY, which contains the complete and exclusive limited warranty of Seller. This LIMITATION OF WARRANTY AND LIABILITY may not be amended, modified or its terms waived, except by writing signed by an Officer of Seller.</p>	
<p>6. <b>INSPECTION: ACCEPTANCE.</b> Buyer shall inspect goods delivered or repairs performed within 15 business days from the date of receipt of the goods or completion of the repairs. Within that time Buyer shall send Seller a written notice specifying any respects in which the goods or repairs are nonconforming. Failure to send a written notice shall constitute a waiver of Buyer's claims for any nonconformity that an inspection, whether or not in fact carried out, should have discovered. Buyer is deemed to have accepted delivered goods on terms set forth herein, unless within 15 business days of receipt of the goods Buyer sends a written notice of rejection that provides detailed grounds for rejection. No order may be canceled or altered by Buyer except on terms and conditions accepted in writing by the Seller. Seller may impose reasonable cancellation charges. Goods may not be returned for credit unless pre-approved in writing by Seller. A restocking charge will be applied.</p>	<p>6. <b>检查：验收。</b> 买方应在收到货物或维修完成之日起的 15 个工作日内检查交付的货物或执行的维修。在此期间，买方应向卖方发送书面通知，说明货物或维修不符合要求的任何方面。未能发送书面通知将构成买方放弃对检查（无论是否实际执行）本应发现的任何不符合项的索赔。除非买方在收到货物后的 15 个工作日内发送书面拒绝通知，其中提供详细的拒绝理由，否则视为买方已按照此处规定的条款接受交付的货物。除非符合卖方书面接受的条款和条件，否则买方不得取消或更改订单。卖方可能会收取合理的取消订单费用。除非卖方事先书面批准，否则不得以信用方式退回货物。补货费用将适用。</p>
<p>7. <b>CAUSES BEYOND SELLER'S CONTROL.</b> Seller shall not be liable for any damage, loss or expense suffered by Buyer as a result of any delay or nonperformance, when the delay or nonperformance is, directly or indirectly, caused</p>	<p>7. <b>卖方无法控制的原因。</b> 如果延迟或为未能履行订单直接或间接由以下原因引起或引发，则卖方不对买方因任何延迟或未履行订单而遭受的任何损害、损失或费用承担责任：战争（无论是否宣战）、武装冲突或同等严重的威胁（包括但不限</p>

<p>by or arises from war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Seller.</p>	<p>于敌对攻击、封锁、军事禁运）、敌对行动、入侵、外敌行为、广泛的军事动员；内战、暴动、叛乱、革命、军事行动或篡权、叛乱、内乱或骚乱、暴民暴力、公民抗命行为；恐怖主义、破坏或海盗行为；瘟疫、流行病、大流行、传染病爆发或任何其他公共卫生危机，包括隔离或其他员工限制；合法或非法的权威行为，遵守任何法律或政府命令、规则、条例或指示、宵禁限制、征用、强制收购、没收工程、征调、国有化；天灾或自然灾害，例如（但不限于）猛烈风暴、旋风、台风、飓风、龙卷风、暴风雪、地震、火山活动、山体滑坡、风暴大潮、海啸、洪水、闪电、干旱造成的损坏或破坏；爆炸、火灾、机器、设备、工厂和任何类型的装置的破坏，运输、电信或电流的长期故障；一般性劳工骚乱，例如（但不限于）抵制、罢工和停工、怠工、占用工厂和场所；在不受卖方合理控制的范围内，短缺或无法获得关键材料或供应品。</p>
<p><b>8. BUYER'S SPECIFICATIONS AND USE OF GOODS.</b> If the goods sold are manufactured to Buyer's specifications, or if the goods are used in conjunction with products not supplied by Seller, then Buyer shall indemnify and hold Seller harmless from and against any suits, claims, losses, expenses, and other liabilities including costs and attorneys' fees, whether for loss, personal injury, infringement or otherwise, which result from Buyer's specifications or use of product not furnished by Seller. Product or equipment furnished to Seller by Buyer shall be at Buyer's sole risk and expense. Unless agreed in writing by Seller, any tools, dies, or materials used in producing goods to Buyer's specifications shall remain Seller's property.</p>	<p><b>8. 买方的货物规格和使用。</b> 如果出售的货物未按照买方的规格制造，或者货物与卖方未提供的产品搭配使用，买方应赔偿卖方并使其免受因不符合买方规格或使用非卖方提供产品而引起的任何诉讼、索赔、损失、费用和其他责任，包括成本和律师费。买方提供给卖方的产品或设备应由买方自行承担风险和费用。除非卖方书面同意，否则用于按照买方规格生产货物的任何工具、模具或材料应归卖方所有。</p>

<p>9. <b>EXPRESS INDEMNIFICATION.</b> During the life of goods sold, Buyer agrees to use its best efforts to ensure that all safety and product information provided by Seller is provided to all users (customers, employees, and independent contractors.) This may include warning labels, instruction manuals, and training users in the safe installation, use and maintenance of the goods. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against all claims, losses, expenses, damages and liabilities to the extent caused by Buyer's negligence, including Buyer's failure to comply with the aforementioned safety obligations.</p>	<p>9. <b>明确赔偿。</b>在所售货物的生命周期内，买方同意尽最大努力确保向所有用户（客户、员工和独立承包商）提供卖方提供的所有安全产品信息。此类信息可能包括警告标签、说明手册以及培训用户安全安装、使用和维护货物。买方同意为卖方辩护、保护、赔偿并使卖方免受因买方疏忽（包括买方未能遵守上述安全义务）引起的所有索赔、损失、费用、损害和责任。</p>
<p>10. <b>DESIGN OR MANUFACTURE CHANGES.</b> Seller in its sole discretion may change the design or manufacture of any of its goods without incurring any obligation to incorporate such changes into goods manufactured for or delivered to Buyer prior to such changes.</p>	<p>10. <b>设计或制造变更。</b>卖方可自行决定更改其任何货物的设计或制造，而无需承担将此类更改纳入执行更改之前为买方制造或交付给买方的货物的任何义务。</p>
<p>11. <b>SOFTWARE.</b> If the goods sold incorporate software or firmware containing software, Buyer is granted only a nonexclusive and nontransferable license to use one copy of the software originally installed in or supplied with the goods. Buyer acknowledges and agrees that the software is proprietary and constitutes a trade secret, copyright or patent of the Seller. The Buyer shall acquire no title or rights of ownership in the software nor have the right to copy (except for backup), modify, reverse engineer or compile, license others, transfer or disclose to any third party, all or part of the software. Software is provided and sold "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO WARRANTIES OF INSTALLATION, USE OR PERFORMANCE, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Notwithstanding the foregoing, Seller will replace any defective disc within 90 days from the date of original shipment.</p>	<p>11. <b>软件。</b>如果所售货物集成软件或包含软件的固件，则仅授予买方非独占且不可转让的许可，以使用最初安装在货物中或随货物提供的软件的一份副本。买方承认并同意该软件是专有的，构成卖方的商业秘密、版权或专利。买方不得获得软件的所有权或归属权利，也无权复制（备份除外）、修改、反向工程或编译、许可他人、转让或向任何第三方披露全部或部分软件。软件按“原样”提供和销售，不提供任何形式的保证，包括但不限于对安装、使用或性能的保证，以及对适销性或特定用途适用性的默示保证。尽管有上述规定，卖方将在原始发货之日起 90 天内更换任何有缺陷的光盘。</p>
<p>12. <b>SOLE AND EXCLUSIVE TERMS OF SALE.</b> Except as otherwise agreed to in writing by Seller as to each paragraph herein, Buyer agrees that this document contains the sole and exclusive terms and conditions which shall apply to the sale of the goods and/or services sold hereunder. Any additional or different terms in documents</p>	<p>12. <b>独家销售条款。</b>除非卖方就本协议的每一段条款另行书面同意，否则买方同意本文件包含适用于本协议项下销售的货物和/或服务的唯一和排他性条款和条件。买方在任何交易文书或以其他方式所提供文档中的任何附加或不同条款均不适用，并且卖方在此明确反对。</p>

<p>provided by Buyer in any transaction paperwork or otherwise shall not apply and are hereby expressly objected to by Seller.</p>	
<p>13. <b>ARBITRATION.</b> Seller may bring an action for nonpayment, infringement, or equitable relief before any judicial court of competent jurisdiction without need for arbitration. Any other claim or dispute arising out of or concerning the transaction evidenced hereby shall be settled by binding arbitration in Minneapolis, MN, under the Commercial Rules and procedures of the American Arbitration Association in effect at the time of the dispute. The arbitration panel shall be comprised of one person. The language of the arbitration shall be English. The award shall be enforceable in any court having jurisdiction.</p>	<p>13. <b>仲裁。</b> 卖方可以向任何有管辖权的司法法院提起未付款、侵权或衡平法救济诉讼，无需仲裁。由本协议证明的交易引起或与之相关的任何其他索赔或争议应根据争议发生时有效的美国仲裁协会的商业规则和程序，在明尼苏达州明尼阿波利斯通过具有约束力的仲裁解决。仲裁庭应由一人组成。仲裁语言为英语。该裁决结果应在任何有管辖权的法院强制执行。</p>
<p>14. <b>GOVERNING LAW.</b> This document, the transactions evidenced hereby and any dispute that arises shall be <b>governed by the laws of the State of Minnesota, U.S.A.</b>, without regard to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer irrevocably consents to the jurisdiction of the State and Federal Courts in Minnesota.</p>	<p>14. <b>管辖法律。</b> 本文档、在此证明的交易以及由此产生的任何争议均受美国明尼苏达州法律管辖，不考虑法律冲突原则。双方在本协议项下的权利和义务不受《联合国国际货物销售合同公约》的约束。买方不可撤销地同意明尼苏达州和联邦法院的管辖权。</p>
<p>15. <b>MISCELLANEOUS.</b> This document is not an acceptance of any offer. All orders are subject to acceptance by Seller. Any action arising hereunder, or concerning the transactions evidenced hereby, in contract, in tort, or otherwise, other than an action for failure to pay, must be commenced within 12 months of the date the cause of action accrues. Seller may correct any errors in the typed portion of this document at any time. This document was drafted both in English and Chinese. In the event of any discrepancies between the languages, the English version shall prevail.</p>	<p>15. <b>杂项。</b> 本文档并非对任何要约的接受。所有订单均需卖方验收。根据本协议引起的或与本协议所证明交易有关的任何诉讼、合同、侵权或其他方面的诉讼，除了未能支付款项的诉讼外，必须在诉讼因由产生之日起 12 个月内开始。卖方可以随时更正本文档文字部分中的任何错误。本文件以英文和中文起草。如果语言之间有任何差异，以英文版本为准。</p>