

Greater China Specific Terms and Conditions **大中华地区特定条款与条件**

The terms and conditions below (“Greater China Specific Terms”) only apply to customers from the Greater China region (namely mainland China, Hong Kong SAR, Taiwan and Macau SAR). In case there is any inconsistency or conflict between the Greater China Specific Terms and Illumina’s standard terms and conditions, the Greater China Specific Terms shall prevail.

以下所列的条款与条件（“大中华地区特定条款”）仅适用于大中华地区（即中国大陆、香港特别行政区、台湾和澳门特别行政区）的客户。如果以下大中华地区特定条款和 Illumina 的标准条款与条件有任何冲突或不一致，以大中华地区特定条款为准。

1. All discounts for consumable products offered in this quotation are subject to (1) Customer’s full fulfillment of the applicable minimum purchase commitments listed in this quotation; (2) Customer’s full compliance with Illumina’s Terms and Conditions of Sale and (3) Customer’s full compliance with the shipping terms listed below. The minimum purchase commitments will be calculated on a quarterly basis within the term of this quotation. Within 15 days after each due date, Illumina will review Customer’s purchase volume/amount for the previous quarter. If Customer fails to meet 70% of a given quarter’s minimum purchase commitments for any product or product family, Illumina shall have the right to increase the price for such product or product family at its sole discretion, with the new price being immediately applicable to any new purchases made under this quotation.

对于试剂产品，本报价单提供的所有折扣的适用都必须满足以下条件：（1）客户完成本报价单所列的承诺最低采购量；（2）客户完全遵守 Illumina 的销售条款和条件；（3）客户完全遵守以下所列的发货政策。在本报价单有效期内，承诺最低采购量将按照季度进行计算。在每个季度对应应达成日期之后 15 日内，Illumina 将回顾客户该季度的采购量。如果针对任何产品或产品系列客户未能完成该季度最低承诺采购量的 70%，Illumina 有权自行就该产品或产品系列进行提价，新价格将立即适用于根据本报价单所做的任何新的采购。

2. If without Illumina’s prior written consent, Customer resells or distributes any of the product purchased under this quotation to any third party, Customer acknowledges that such resale or distribution would prevent Illumina from achieving the intended economic benefits made under this quotation and therefore Illumina shall have the right, at its discretion, to either increase its price of such product to Customer at a minimum of 5%, with the new price being immediately applicable to any new purchases made hereunder; or have the right to immediately cancel the product supply without any liability to the Customer.

如果未经 Illumina 事先书面同意，客户将根据本报价单购买的任何产品转卖或发送给任何第三方，客户认可该等转售或发送将使得 Illumina 无法从根据本报价单所做的相应产品销售中获得预期的收益，因此 Illumina 有权（1）将相应产品的价格提高至少 5%，且该价格将立即适用于对该产品的任何新的采购；或（2）立即停止该产品的供应并对客户不承担任何责任。

3. For any Purchase Order (“PO”) submitted under this Quotation, a Customer Requested Shipment Date (“CRD”) must be specified in the PO. Illumina will use its best efforts to fulfill the CRD that is accepted by Illumina, but Customer agrees that the actual delivery date is subject to further confirmation by Illumina.

所有根据本报价单所做的采购订单 (“订单”) 都必须明确写明客户要求发货日期 (“要求发货日期”)。Illumina 将尽最大努力在 Illumina 接受的要求发货日期发货, 但客户特此同意实际的发货日期应以 Illumina 的最终确认为准。

4. A CRD for all consumables purchased under a PO must be within 3 months from the date the PO is submitted to Illumina (“PO Date”) otherwise the PO would not be accepted by Illumina. If Customer would like to put a CRD in a PO which is later than 3 months from the PO Date, a special approval from Illumina is required and Customer shall pre-pay at least 50% of the PO amount of the delayed consumables.

对于某个特定订单, 所有试剂的要求发货日期必须在订单提交给 Illumina 之日 (“订单日”) 起 3 个月内, 否则 Illumina 将不接受该订单。如果客户希望要求发货日期晚于订单日起的 3 个月, 应征得 Illumina 事先书面同意并应就延期发货部分预付至少 50% 的货款。

5. A CRD for all instruments purchased under a PO must be within 6 months from the PO Date otherwise the PO would not be accepted by Illumina. If Customer would like to put a CRD in a PO which is later than 6 months from the PO Date, a special approval from Illumina is required and Customer shall pre-pay at least 50% of the PO amount of the delayed instruments.

对于某个特定订单, 所有仪器的要求发货日期必须在订单日起 6 个月内, 否则 Illumina 将不接受该订单。如果客户希望要求发货日期晚于订单日起的 6 个月, 应征得 Illumina 事先书面同意并应就延期发货部分预付至少 50% 的货款。

6. If Customer would like to postpone a CRD that has already been specified in a PO and accepted by Illumina, Customer must notify Illumina in writing at least one (1) month in advance. Illumina will use its best efforts to accommodate such delay but shall have the sole discretion as to whether to accept such delay or not. If Illumina agrees to the postponement to be later than 3 months from the PO Date for consumable purchase, Customer shall pre-pay at least 50% of the purchase price of the delayed consumables. If Illumina agrees to the postponement to be later than 6 months from the PO Date for instrument purchase, Customer shall pre-pay at least 50% of the purchase price of the delayed instruments.

客户对订单中已经约定并经 Illumina 确认的要求发货日期的任何延迟都需要提前一个月书面告知 Illumina。Illumina 将尽最大努力配合该等延迟要求但完全有权决定是否接受该等延迟。如果针对试剂采购 Illumina 同意将要求发货日期延迟到超过订单日起 3 个月, 客户应针对延迟发货部分预付总金额 50% 的货款。如果针对仪器采购 Illumina 同意将要求发货日期延迟到超过订单日起 6 个月, 客户应针对延迟发货部分预付总金额 50% 的货款。

7. If Customer fails to notify Illumina in writing of a postponement of an mutually agreed CRD at least one (1) month in advance, or if a postponement of the mutually agreed CRD is duly notified by Customer but not accepted by Illumina, Illumina may, in its sole discretion, choose to either (1) ship the products in accordance with the original plan and any costs associated with non-acceptance of the products shall be borne by the Customer; or (2) ship the products based on the delayed CRD and increase the price of the delayed shipments at a minimum of 5% so as to recover any additional loss incurred by Illumina.

对订单中已经约定的要求发货日期的任何延迟，如果客户没有提前一个月告知 Illumina 或者客户虽然提前通知但 Illumina 不同意该等延迟，Illumina 有权自行决定（1）按照原计划发货，并且因客户拒绝收货而导致的所有费用应由客户承担；或者（2）按照延迟的要求发货日期发货但将把延迟发货部分的货品价格调高至少 5% 用来弥补 Illumina 的额外开支。

8. In the event that Customer's requested shipment delay exceeds (1) 12 months from the PO Date for instruments; or (2) 6 months from the PO Date for consumables, unless it is otherwise agreed to by Illumina in writing, Illumina will (i) treat the delayed shipments as being canceled by Customer; (ii) have no obligation to supply the canceled shipments; and (iii) deem Customer to have waived its right to recover any pre-payment made on such delayed shipments. If the pre-payment is insufficient to allow Illumina to recover its losses from Customer's cancellation of the delayed shipments, Illumina shall have the right to claim such additional loss from Customer.

如果因为客户原因导致发货延迟到：（1）仪器超过订单日起 12 个月；或（2）试剂超过订单日起 6 个月，除非 Illumina 另行书面同意，Illumina 将（1）视为客户取消了延迟发货部分，（2）没有义务继续发货，并（3）视为客户放弃收回针对该等延迟发货部分所做的所有预付款。如果该等预付款不足以弥补因为客户取消发货而给 Illumina 带来的损失，Illumina 有权要求客户进一步加以赔偿。

9. For the avoidance of doubt, if Illumina requires a longer than normal lead time to ship a product, Illumina will notify Customer of the lead time required and the acceptable timeframe for a CRD.

为避免疑义，如果某个产品 Illumina 需要比一般更长的供货周期，Illumina 将通知客户该等供货周期以及可以接受的客户要求发货日期。

10. Customer agrees that Illumina may require a minimum amount for each shipment so as to keep the logistics efficiency.

客户理解为了保证物流的有效性，Illumina 可能会要求客户遵守一个最低发货量的要求。

11. POs submitted based on this quotation may not be changed or canceled. If Customer cancels a PO, Customer shall be deemed to have waived its right to recover any pre-payment made by Customer under the PO. If the pre-payment is insufficient to allow Illumina to recover its losses from Customer's cancellation of the PO, Illumina shall have the right to claim such additional loss from Customer.

根据本报价单所提交的订单不可变更或取消。如客户单方面取消任何订单，将被视为客户放弃收回根据订单所支付的所有预付款。如果该等预付款无法弥补 Illumina 因此遭受的损失，Illumina 有权要求客户进一步赔偿。

12. If Customer violates any export control laws or regulations of the US government in a PO, Illumina shall have the right to immediately cancel the PO and to stop all further shipments, without liability to Customer. Customer further agrees to indemnify Illumina from any claims, damages, losses, liabilities, expenses or costs incurred or suffered by Illumina as a result of Customer's violation.

如果客户在履行任何订单时违反了美国出口管制相关的法律法规，Illumina 有权立即终止相应的订单，并停止发货，而无需向客户承担任何责任。由此给 Illumina 带来的任何索赔、损害、损失、责任、费用或开支，Illumina 有权要求客户进一步赔偿。