
HIKVISION General Terms and Conditions

These HIKVISION General Terms and Conditions (“Terms and Conditions”) apply to all sales of Products by HIKVISION notwithstanding any conflicting, contrary, or additional terms and conditions in any purchase order or other communication. No such conflicting, contrary, or additional terms and conditions shall be deemed accepted by HIKVISION unless and until HIKVISION expressly confirms acceptance in writing or agreed otherwise.

1. Definitions

Affiliate means any legal entity, which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly 50% or more of the voting interest and has the ability to elect a majority of directors or managing authority or otherwise direct the affairs or management of other entity;

Agreement means the HIKVISION DISTRIBUTORSHIP AGREEMENT, MASTER SALES AGREEMENT, OEM PURCHASE AGREEMENT or any other sales agreement, which expressly incorporates Terms and Conditions;

Confidential Information means all information of a confidential nature, which refers to any transactions, cooperation, relations under the Agreement or others between the parties, or which is disclosed by the disclosing party to the receiving party, including, but not limited to information received by the disclosing party from (i) its Affiliates or (ii) third parties under obligations of confidentiality and disclosed to the receiving party, in any and all media including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, documents, systems, specifications, information concerning research and development work, prices, proposed transaction terms and other commercial information and/or trade and business secrets including information which relates to current, planned or proposed products, marketing, sales and business plans or status, forecasts, projections and analyses, financial information, and customer information;

Customer means any distributor, reseller, installer, end-user, or any other party that directly purchases Products from HIKVISION;

Delivery Date means the date for the delivery of the Products by HIKVISION to Customer in accordance with the applicable INCOTERMS as specified in the Order(s);

E-Commerce Platform means website(s), application(s), or system(s) created by HIKVISION for its Customer to order Products, track the status of the Orders and provide other relevant services online;

HIKVISION means Hangzhou Hikvision Technology Co., Ltd. and/or its Affiliates;

HIKVISION Intellectual Property Rights means design and manufacturing specifications, technical information, know-how, ideas, concepts, processes, procedures, designs, schematics, works of authorship, inventions, software, discoveries, and all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, pending, now existing or hereafter filed, issued or acquired, including all patent rights; rights associated with works of authorship including copyrights and mask work rights; rights relating to the protection of trade secrets and confidential information; trademarks and any right analogous to those set forth herein; all of which are owned by HIKVISION;

HIKVISION Trade Marks means the trademarks, logos and trade names registered or used by HIKVISION on or in relation to the Products at any time in the name of HIKVISION;

Non-Binding Order means any written or electronic purchase order indicated by Customer to HIKVISION for the purchase of Products, which is subject to acceptance and confirmation by HIKVISION in its sole and absolute discretion;

Order or Confirmed Order means a final purchase order confirmed by both parties in the form of Proforma Invoice, or in other forms agreed by both parties;

Personal Data means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

Products means the products manufactured by or for HIKVISION as may from time to time be agreed in writing by the parties. The Products shall also include embedded or supplemented software, platform software, apps, accessories, upgrades, and revisions (together as “Software”);

Prohibited AI Practices means any AI practices defined in Article 5 of Regulation (EU) 2024/1689 (the “EU AI ACT”);

Shipment Date means the date specified in the Order(s) for the delivery of the Products by HIKVISION to the first carrier.

2. Purchase Orders

2.1 Priority. Any potential terms and conditions mentioned in the Non-Binding Order shall not bind HIKVISION, unless they are expressly referred to during contract conclusion, or confirmed in the form of Proforma Invoice or Confirmed Order. To the extent there is ambiguity or conflict among Proforma Invoice/Confirmed Order, Non-Binding Order, the Agreement and this Terms and Conditions, unless otherwise agreed in writing, the documents shall have the order of priority as listed below:

(a) Proforma Invoice/Confirmed Order

(b) Agreement

(c) Terms and Conditions

2.2 E-Commerce Platform Order. In case that Customer orders the Products through E-Commerce Platform, it shall agree and comply with the terms of aforesaid platform. Except otherwise agreed by the parties on the E-Commerce Platform, any other matters are subject to this Terms and Conditions.

2.3 Customer's Responsibilities. Customer shall, in respect of each Order, be responsible for:

(a) ensuring the accuracy of the Order;

(b) if applicable, providing HIKVISION with any information which is necessary in order to enable HIKVISION to fulfil the Order and to comply with all labelling, marketing and other applicable legal requirements in the relevant territory; and

(c) if applicable, obtaining any necessary import licenses or other requisite documents, and paying all applicable customs, duties and taxes in respect of the importation of the Products into the relevant territory and their resale in the relevant territory.

2.4 Cancellation or Rescheduling. Customer may not unilaterally (1) cancel or (2) reschedule, any Order that is already in production or has been packaged. Customer's inevitable cancellation or rescheduling of any Order that is already in production or has been packaged may result in restocking charges or other actual losses, for which will be agreed upon by the parties in writing.

2.5 Independence of Each Order. Each Order of the Products shall constitute a separate and independent contract, and any default by HIKVISION in relation to any Order shall not entitle the Customer to treat other Orders as terminated.

2.6 HIKVISION's Rights. HIKVISION reserves the right to reject any Non-Binding Order or hold back any Orders, or to delay shipment thereof, in the event that any indebtedness owing by Customer shall be overdue, if there is a substantial negative change in the financial condition of Customer or if Customer otherwise fails to perform any of its obligations hereunder.

3. Shipping and Delivery

3.1 Shipping and Delivery. Shipping and delivery shall be specified in the Order. HIKVISION may confirm to Customer the method of shipment and expected Shipment Date. The risk of loss or damage shall pass to Customer in accordance with the applicable INCOTERMS in the Confirmed Order. Notwithstanding the foregoing, in the event that there is no specific INCOTERMS in the Confirmed Order, the risk of loss or damage shall pass to Customer

upon HIKVISION's shipment of the Products. In the event of partial deliveries, each partial delivery shall be treated separately and independently and the risk of loss or damage for Products in each partial delivery shall pass to Customer upon shipment of such Products.

- 3.2 **Passing of Title.** HIKVISION retains ownership of the Products until full payment has been received.
- 3.3 **Delayed Delivery.** HIKVISION shall endeavor to meet the Delivery Dates, according to the terms as agreed upon by the parties in writing. However, both parties agree that HIKVISION shall have no liability for any delay in case of the lack of raw materials or supplies, or any other reasons out of control by HIKVISION. HIKVISION will notify Customer within a reasonable period in writing of any event or condition that could result in delayed delivery of the Products beyond the Delivery Date. Customer and HIKVISION may, in good faith, reschedule the Delivery Date.
- 3.4 **Failure to Arrange Shipment.** In case that the Customer arrange shipment of the Products for the Orders, it shall arrange shipment within the required period under HIKVISION's notice. Adherence to the delivery term is subject to fulfilment of contractual obligations by the Customer. Provided that Customer fails to fulfil the obligations in arranging shipment, HIKVISION shall be entitled to charge an inventory fee per day and other costs for each Order. In the event that Customer fails or refuses to arrange shipment of the Products within a reasonable period. HIKVISION reserves the right to cancel any Orders.

4. Price and Payment

- 4.1 **Prices.** The price for the Products will be as specified in the Order. Prices are exclusive of any applicable taxes, duties, freight, or other fees, unless otherwise specified.
- 4.2 **Invoices.** HIKVISION shall invoice Customer for all Products and will issue a separate invoice for each Order.
- 4.3 **Payment Terms.** Customer shall pay the amount of each Order to HIKVISION in accordance with the terms of payment specified in the Order. If the Customer fails to make timely payment for any Products, HIKVISION reserves the right to take appropriate action to protect its rights. The specific actions available to HIKVISION in such cases will be specified in writing.
- 4.4 **Payment Method.** All payments shall be made by the Customer in an agreed currency by transfer to such bank account as HIKVISION may from time to time notify in writing to the Customer.

5. Confidentiality

- 5.1 Exception. Confidential Information shall not include any information which is shown to have been:
- (a) publicly known and/or made generally available in the public domain either prior to or after the time of disclosure by the disclosing party through no wrongful act of the receiving party; or
 - (b) already in the possession of the receiving party at the time of disclosure; or
 - (c) is rightfully obtained by the receiving party from a third party free of any obligation to such third party to keep it confidential; or
 - (d) is independently developed or rightfully acquired by the receiving party without use, access or knowledge, either directly or indirectly, of the disclosing party's Confidential Information.
- 5.2 Non-Disclosure. The parties agree not to disclose any Confidential Information of the disclosing party except as provided herein. The parties shall only make the Confidential Information available to its employees, consultants, Affiliates, agents and subcontractors who have a "need to know" in order to carry out the purpose relating to the Order and who have, prior to any such disclosure of Confidential Information, either (i) signed a non-disclosure agreement containing terms at least as restrictive as the terms contained herein or (ii) are otherwise bound by a duty of confidentiality at least as restrictive as set forth herein.
- 5.3 Compelled Disclosure. The parties may disclose Confidential Information that is required to be disclosed pursuant to law, regulation, judicial or administrative order or request by a governmental or other entity authorized by law to make such request; provided, however, that receiving party shall (i) make its best effort to provide prompt notice of such court order, request or requirement to disclosing party, to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and (ii) only disclose such Confidential Information to the extent required pursuant to said law, regulation, judicial or administrative order, or request by a governmental or other authorized entity.
- 5.4 Maintenance of Confidentiality. The receiving party agrees and undertakes that it will use the Confidential Information in accordance with the provisions agreed by the parties, if any. The receiving party further agrees that it shall hold all Confidential Information in confidence and shall safeguard the Confidential Information with at least the same degree of care that it takes to protect its own Confidential Information of a similar nature, which in no event shall be less than a reasonable standard of care.

- 5.5 Return. At any time upon the written request of the disclosing party, the receiving party shall within fourteen (14) days of receipt of the request, discontinue the use of the Confidential Information and (i) return or destroy subject to the disclosing party's written instructions, all Confidential Information in tangible form in its possession, and (ii) upon request provide the disclosing party with a written certificate evidencing the complete and full execution of the provisions of this Section.
- 5.6 No party shall make or authorize any news release, advertisement, or other disclosure which shall disclose the terms, existence or business relationship or which shall make use of name or logo without the prior written consent of the other party.
- 5.7 Survival. The obligation to maintain the confidentiality of any information disclosed during the course of business or professional dealings will continue even after the termination or completion of such dealings. Any Confidential Information disclosed or obtained shall be kept confidential by the receiving party and shall not be disclosed to any third party without the express written consent of the disclosing party. The receiving party's obligation to maintain the confidentiality of such information shall remain in effect until such time as the information is no longer considered confidential or proprietary by the disclosing party.

6. HIKVISION Intellectual Property Rights

- 6.1 HIKVISION Intellectual Property Rights. HIKVISION retains the exclusive ownership of all HIKVISION-supplied intellectual property rights relating to the Products. All intellectual property rights developed or acquired by HIKVISION, whether before or after the Effective Date, and relating to the Products, will be the sole property of HIKVISION.
- 6.2 Customer are legally obligated to comply with the HIKVISION Trademarks and Copyrights Usage Guidelines, which is accessible at <https://www.hikvision.com/en/Partners/channel-partners/hikvision-trademarks-and-copyrights-usage-guidelines>.

7. Compliance

- 7.1 Trade Compliance.

Either party confirms that it shall comply with all applicable import and export regulations including without limitation, the Chinese Export Law, the U.S. Export Administration Regulations (EAR), the REGULATION (EU) 2021/821 and other applicable laws and regulations related to export control and economic sanctions in different jurisdictions, for the use, sale, transfer, export or re-export of the Products.

Specifically, Customer hereby further confirms and undertakes that the Products shall not be resold to (i) the countries or territories, subject to U.S. economic sanctions or any applicable embargos, including but not limited to Cuba, Iran, North Korea, Syria, the

Crimea Region, Donetsk People's Republic and Luhansk People's Republic, or (ii) any other applicable list of restricted entities or individuals conducted by international organizations and national governments, including but not limited to the United Nations, China, the United States, the European Union, etc.

Customer acknowledges and agrees that the Products provided by HIKVISION may be subject to the Foreign-Direct Product (FDP) Rules in the Part 734.9 of EAR, including but not limited to Entity List FDP rule, Russia/Belarus/Temporarily occupied Crimea region of Ukraine FDP rule, Russia/Belarus-Military End User and Procurement FDP rule. Customer further certifies that it shall comply with the FDP Rules regarding the use and transfer of the Products.

Customer acknowledges and agrees that the Products are designed and developed for civil use only and not intended for any purpose or application of military in worldwide. Customer further certifies sell and use of the Products will not be, in their entirety or in part, in connection with any military application. Customer also undertakes that it will not use, sell, or provide the Products for any prohibited end-uses, including the development or production of weapons of mass destruction, the development or production of chemical or biological weapons, activities in the context of or related to any nuclear explosive, or unsafe nuclear fuel-cycle activity.

7.2 Data Protection.

Either party may provide certain Personal Data to the other party for purposes related to the performance of obligations. Both parties, as well as all of the people who work on their behalf within the framework of the business relationship, shall comply with all applicable data protection laws and regulations. Both parties will only collect and use the other party's Personal Data to the extent required to carry out their contractual relationship. Both parties warrant that they have the right to provide the Personal Data, and will agree to the Personal Data being collected to this extent and used for this purpose.

Customer hereby also agrees to the cross-border transfer of its Personal Data to HIKVISION and it will transfer such data strictly in accordance with applicable data protection laws and regulations.

7.3 Compliance with EU AI ACT.

Both parties agree to comply with the EU AI Act and especially Customer agrees not to place on the market, put into service, or use HIKVISION's Products in connection with any Prohibited AI Practices. Customer further agrees to ensure that all downstream distributors, partners, and end-users of HIKVISION Products are fully informed of and comply with these prohibitions.

7.4 Human Rights Protection.

Both parties undertake to respect human dignity and human rights and comply with international humanitarian law. Customer also commits itself to develop ongoing effective, appropriate and proportionate procedures guaranteeing the respect of human rights, throughout the whole chain of its activities both for itself and for its subcontractors, customers and suppliers.

Customer hereby confirms and undertakes that the Products shall not be used for covert surveillance of natural persons by monitoring, extracting, collecting or analyzing data from information and telecommunication systems and shall not be used in connection with internal repression and/or the commission of serious violations of human rights and international humanitarian law.

7.5 General Compliance Obligations.

Both parties hereto shall take social responsibilities, treat employees well, protect the environment, resist commercial bribery and unfair competition, be honest in business activities, contribute to the sustainable development of social economy and environment, and abide by laws and regulations and globally recognized business ethics standards/norms. Customer shall follow the applicable laws and regulations, especially for the specific requirement on installation and use of the Products, to avoid infringement of third party rights, including but not limited to public security interests, invasion of privacy, in violation of the provisions of data protection.

8. Intellectual Property Indemnification

8.1 Customer shall promptly notify HIKVISION in writing on learning of any claim, action, and suit or proceeding brought against Customer alleging that HIKVISION's Products infringe third party's right ("Infringement Claim"). HIKVISION may, at its discretion, request for the sole authority and control of the defense and any settlement of the Infringement Claim and Customer shall cooperate with HIKVISION in defending the Infringement Claim as HIKVISION reasonably requests at HIKVISION's expense. Customer may retain independent counsel at its own expense, but HIKVISION shall not be liable for any costs or expenses related to Customer's retention of counsel of its choosing. Except agreed by both parties in writing, the party with sole authority and control of the defense may not settle or compromise any Infringement Claim in a manner that does not unconditionally release the other party or that may adversely affect the other party's rights hereunder.

8.2 Remedies to Indemnification. In the event that the Product or any part thereof, is held to, or HIKVISION deems is likely to be held to, infringe a patent, copyright, trademark, or trade secret, HIKVISION shall have the right at its sole option and expense to (i) obtain for Customer the right to use or sell the Products pursuant to the terms of the Agreement, or (ii) modify the Product, or substitute an equivalent product with same quality and functions

as the Product and that is acceptable to Customer, so that it is not infringing, or, if (i) or (ii) are not reasonably practicable, terminate the Agreement and reimburse Customer for the purchase price paid for any such infringing Products in which case Customer shall return the infringing Products to HIKVISION and cease all use of them.

- 8.3 HIKVISION shall have no obligation under Section 8.1 and 8.2 to the extent any claim of infringement is caused by (i) the use of the Product other than in accordance with its applicable licenses and restrictions, if the infringement would not have occurred but for such use, (ii) use or sale of the Product in combination with any other products not provided or combinations that may not be reasonably anticipated by HIKVISION if the infringement would not have occurred but for such combination; (iii) any material alteration or modification of the Product by Customer or as required by Customer, not intended or authorized by HIKVISION, if the infringement would not have occurred but for such alteration or modification; (iv) Customer's continuing the alleged infringing activity after being notified or informed or (v) any feature of a Product made in accordance with specifications supplied by Customer where the infringement would not have occurred but for the Product's compliance with Customer's specifications.

9. Liability

- 9.1 Each party agrees to indemnify and hold the other party harmless from and against any and all costs, losses, and liabilities, including without limitation reasonable court costs and attorney's fees incurred by the other party, or in the form of a third party claim which may arise out of or relate to (1) acts or omissions by the indemnifying party and/or its Affiliates, officers, directors, employees, agents, contractors, subcontractors or service providers; (2) the indemnifying party's material breach or non-compliance with any of the terms of its obligations, especially non-compliance with any of the terms under Section 7; (3) material misrepresentations; (4) any product liability resulted from the indemnifying party's misconducts or negligence; (5) any infringement, unlawful disclosure or misappropriation or violation of third party intellectual property rights attributable to the indemnifying party's acts.
- 9.2 UNLESS THE PARTIES HAVE AGREED OTHERWISE OR PRESCRIBED BY LAWS, IN NO EVENT SHALL HIKVISION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF HIKVISION HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.3 HIKVISION'S TOTAL AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PURCHASE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM.

- 9.4 THE PRODUCT SHALL BE PROVIDED SOLELY ON AN “AS-IS” BASIS. REGARDING THE PRODUCT WITH INTERNET ACCESS, THE USE OF PRODUCT SHALL BE WHOLLY AT END-USER’S OWN RISKS. HIKVISION SHALL NOT TAKE ANY RESPONSIBILITIES FOR ABNORMAL OPERATION, PRIVACY LEAKAGE OR OTHER DAMAGES RESULTING FROM CYBER ATTACK, HACKER ATTACK, VIRUS INFECTION, OR OTHER INTERNET SECURITY RISKS.

10. Termination

- 10.1 HIKVISION may terminate the business relationship by giving written notice of at least THIRTY (30) days without providing any reason. HIKVISION may also terminate the business relationship immediately without giving any notice if:

(a) Customer is delinquent in the payment of any sum owed to HIKVISION, or Customer fails to comply with any obligations agreed by the parties, and Customer fails to cure such default or delinquency within TEN (10) days following written notice thereof from HIKVISION;

(b) There is a breach or violation of any compliance requirements as set forth in Section 7 by the Customer;

(c) It will be a breach or violation of compliance requirements set forth in Section 7 if HIKVISION continues to provide the Products to the Customer.

(d) There is at any time a material change in the management, ownership or control of the Customer; or

(e) The Customer at any time challenges the validity of any HIKVISION Intellectual Property Rights.

- 10.2 Insolvency. In the event that Customer becomes insolvent, has voluntary or involuntary bankruptcy proceedings instituted by or against it, or makes an assignment for the benefit or creditors, the contractual relationship shall terminate automatically, without any need for HIKVISION to further notify the Customer.

11. Consequences of Termination and Expiration

Upon the termination and expiration of the contractual relationship for any reason:

(a) Outstanding unpaid invoices rendered by HIKVISION in respect of the Products shall become immediately payable by the Customer and invoices in respect of Products ordered prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice;

(b) The Customer shall cease to promote, market or advertise the Products or to make any use of the HIKVISION Trade Marks other than for the purpose of selling stock in respect of which HIKVISION does not exercise its right of repurchase;

(c) The provisions of Section 5 to Section 16 of this Terms and Conditions shall survive termination and expiration in accordance with their respective terms;

(d) The Customer shall have no claim against HIKVISION for compensation for loss of distribution rights, loss of goodwill or any similar loss; and

(e) Except as otherwise agreed by the parties and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the contractual relationship.

12. Non-Solicitation

Neither party will, without the other party's prior written consent, knowingly employ, or offer employment, directly or indirectly through a third party, to any then-current employee of the other party, or employee employed by the other party within the last twelve (12) months. Such requirement shall last for the duration of the contractual relationship and for one (1) year after termination and/or expiration of the contractual relationship, or for one (1) year after the completion of the related transaction under the superseding agreement between the parties, whichever is longer.

13. Force Majeure

13.1 Force Majeure. Should either party be prevented from performing its obligations due to force majeure, such as earthquake, typhoon, flood and war and other unforeseen events, and their happening and consequences are unpreventable or unavoidable, the party prevented from performing its obligations under the contractual relationship shall not be liable to the other party to the extent that the failure to perform such obligations is solely as a result of any such force majeure event.

13.2 Notice. The party claiming force majeure shall promptly inform the other party in writing and shall furnish appropriate and reasonable proof of the claim of such force majeure. In the event of force majeure, the parties shall immediately consult with each other to find a suitable solution and the party claiming force majeure shall also use all reasonable endeavors to minimize the consequences of such force majeure.

14. Governing Law and Jurisdiction

14.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China except otherwise agreed by the parties.

- 14.2 All disputes arising out of or in connection with the Terms and Conditions, including disputes concerning the existence and the validity thereof shall be resolved by means of arbitration and shall be submitted exclusively to the China International Economic and Trade Arbitration Commission (“CIETAC”) in Beijing in accordance with the CIETAC arbitration rules in effect at the time of applying for arbitration, except otherwise agreed by the parties.

15. Cumulative Remedies

All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the previous sentence, the parties intend that Customer’s rights under Section 8 are the exclusive remedies for the event specified therein.

16. Modifications and Changes

HIKVISION understands the importance of transparency and fairness in business relationships. Therefore, HIKVISION reserves the right to make amendments or modifications to this Terms and Conditions at any time, but only with the utmost respect for its Customers. Any such amendments or modifications will apply to new agreements going forward or to existing agreements after a reasonable 30-day notice period, unless the Customer objects to the changes in writing.

17. Miscellaneous

- 17.1 **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under the contractual relationship without the prior written consent of the other party.
- 17.2 **Notices.** Any notice, demand or communication which either of the parties may wish to send to the other party shall be in writing and personally delivered or sent by courier or registered or certified mail, return receipt requested, in a properly sealed envelope, postage prepaid, and addressed to the other for which such notice, demand or communication is intended.

Any address or name specified in business conditions may be changed by a notice given by the addressee to the other party in written form as agreed by the parties.

Any notice, demand or other communication shall be deemed given and effective as of the date of being sent. The inability to deliver because of changed address of which no notice was given, or rejection or other refusal to accept any notice, demand or other communication shall be deemed sent as of the date of such inability to deliver or rejection or refusal to accept.

- 17.3 **No Oral Modifications.** This Terms and Conditions may not be modified or amended except by an instrument in writing signed by HIKVISION and Customer hereto and no provisions or conditions may be waived unless they are in writing signed by the party waiving such provisions or conditions.
- 17.4 **Independent Contractor.** The parties are independent contractors and may not act nor bind the other party in any way or may either represent that it is in any way responsible for the acts of the other party. This Terms and Conditions does not establish a joint venture, or partnership, or agents between the parties.
- 17.5 **Equitable Relief.** Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Terms and Conditions may cause the non-breaching party irreparable damage, for which the award of damages may not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the non-breaching party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.
- 17.6 **Successors and Assigns.** The Agreement and Terms and Conditions shall be binding upon, and inure to the benefit of, HIKVISION and Customer and their respective legal representatives, heirs, successors and assigns.
- 17.7 **Severability.** If any provision of the Agreement and/or this Terms and Conditions is held to be invalid or unenforceable, such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Agreement and/or this Terms and Conditions but without invalidating any of the remaining provisions of the Agreement and/or this Terms and Conditions.
- 17.8 **Waivers.** No failure or delay by any party in exercising any right or remedy shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of HIKVISION are cumulative, may be exercised as often as HIKVISION considers appropriate and are in addition to its rights and remedies under law.