

PRODUCT END-USE DECLARATION 产品最终用途声明

This declaration is intended to create legally binding obligations. Do not sign unless all information is true, complete, and accurate.
本声明旨在设定具有法律约束力的义务。除非所有信息均真实、完整且准确，否则请勿签署。

1. Parties and Order Information

当事方及订单信息

Supplier 供应方	PCBWay
Supplier Address 供应方地址	Room 902, 9th Floor, Building C, Ruiqin Business Center, No. 223 Shenban Road, Shangtang Street, Gongshu District, Hangzhou, Zhejiang, 310000, China 中国浙江省杭州市拱墅区上塘街道沈半路 223 号睿勤商务中心 C 座九层 902 室

Buyer Name 买方名称	
Buyer Address 买方地址	
Order Number / Customer ID 订单编号/客编	
Contact Email / Phone 联系邮箱/电话	

2. Products, Final Destination and End Use

产品、最终目的地及最终用途

Final Product / Application Scenario 最终产品/应用场景	
Ultimate End-User, if different from Buyer 最终用户，如不同于买方	
Final Destination & Actual Use Location 最终目的地及实际使用地点	
Specific End-Use / Functional Purpose 具体最终用途/功能目的	

3. Legally Binding Declarations, Undertakings and Warranties

具有法律约束力的声明、承诺与保证

3.1 Binding nature and material reliance. The Buyer/End-User confirms that this Declaration is a legally binding document and forms an integral part of the relevant quotation, purchase order, invoice, online order, terms and conditions, and any other order-related agreement between the Buyer/End-User and PCBWay. PCBWay relies on this Declaration as a material condition for accepting, manufacturing, processing, shipping, releasing, or continuing the relevant order.

约束性质与重大依赖：买方/最终用户确认，本声明为具有法律约束力的文件，并构成买方/最终用户与 PCBWay 之间相关报价、采购订单、发票、在线订单、条款与条件以及任何其他订单相关协议的组成部分。PCBWay 将本声明作为接受、制造、加工、发货、放行或继续履行相关订单的重要条件。

3.2 Authority. The person signing this Declaration represents and warrants that he/she has full legal capacity and, where signing on behalf of any company, organization, project, laboratory, institution, or other entity, full authority to bind that entity. If the signatory lacks such authority, the signatory shall be personally responsible for any false, unauthorized, or misleading representation to the maximum extent permitted by applicable law.

授权与签署资格：签署本声明的人声明并保证，其具有完全法律行为能力；如其代表任何公司、组织、项目、实验室、机构或其他实体签署，则其具有使该实体受本声明约束的完整授权。如签署人不具备该等授权，则在适用法律允许的最大范围内，签署人应就任何虚假、未经授权或具有误导性的陈述承担个人责任。

3.3 Accuracy of information. All information provided in this Declaration and any related communication, including product description, end user, end use, final destination, delivery route, project background, technical purpose, and contact information, is true, complete, accurate, and not misleading. The Buyer/End-User shall not omit any material information that could affect PCBWay's compliance review or decision to accept or perform the order.

信息准确性：本声明及任何相关沟通中提供的所有信息，包括产品描述、最终用户、最终用途、最终目的地、交付路线、项目背景、技术目的及联系方式，均真实、完整、准确且不具有误导性。买方/最终用户不得遗漏任何可能影响 PCBWay 合规审查或决定是否接受或履行订单的重要信息。

3.4 Non-military, non-weapon, non-nuclear and non-restricted assurance. The Buyer/End-User represents, warrants, and undertakes that the items covered by this Declaration will not be used, directly or indirectly, in or for any weapon, weapon system, munition, firearm, missile, unmanned combat system, military or defense application, armed-conflict use, riot-control use, surveillance or intelligence use where restricted, nuclear explosive activity, unsafeguarded nuclear fuel-cycle activity, chemical or biological weapon activity, or any other restricted, prohibited, or sanctionable end use under applicable export control, sanctions, customs, import/export, and other compliance laws or PCBWay's internal compliance requirements.

非军事、非武器、非核及非受限用途保证：买方/最终用户声明、保证并承诺，本声明所涵盖的项目不会被直接或间接用于任何武器、武器系统、弹药、枪支、导弹、无人作战系统、军事或国防应用、武装冲突用途、防暴用途、受限制的监视或情报用途、核爆炸活动、无保障监督的核燃料循环活动、化学或生物武器活动，或适用出口管制、制裁、海关、进出口及其他合规法律或 PCBWay 内部合规要求项下的任何其他受限制、被禁止或可能导致制裁的最终用途。

3.5 No restricted party involvement. The Buyer/End-User represents and warrants that neither the Buyer/End-User, nor any consignee, intermediary, broker, freight forwarder, affiliate, customer, ultimate end user, financier, agent, representative, or other party involved in the transaction is subject to sanctions, export-control restrictions, denied-party listings, asset-freeze measures, or similar trade restrictions, or is owned or controlled by any such party, to the extent prohibited or restricted under applicable laws or PCBWay's internal compliance requirements.

无受限方参与：买方/最终用户声明并保证，在适用法律或 PCBWay 内部合规要求所禁止或限制的范围内，买方/最终用户，以及任何收货人、中间方、经纪人、货运代理、关联方、客户、最终最终用户、出资方、代理人、代表或参与交易的其他方，均不受制裁、出口管制限制、拒绝交易方清单、资产冻结措施或类似贸易限制的约束，亦未由任何该等受限制方拥有或控制。

3.6 Restricted destinations and no diversion. The Buyer/End-User shall not sell, transfer, ship, transship, re-export, divert, deliver, provide access to, or otherwise make available any items covered by this Declaration to any Restricted Destination listed in **Schedule 1**, any sanctioned or embargoed country or region, or any person, entity, project, or end use restricted under applicable laws, regulations, sanctions programs, export-control rules, customs rules, or PCBWay's internal compliance review. This obligation applies during shipment and after delivery.

受限制目的地及禁止转移：买方/最终用户不得将本声明所涵盖的任何项目销售、转让、运输、转运、再出口、转移、交付、提供访问权限或以其他方式提供给附件 1 所列任何受限制目的地、任何受制裁或禁运的国家或地区，或适用法律、法规、制裁项目、出口管制规则、海关规则或 PCBWay 内部合规审查所限制的任何个人、实体、项目或最终用途。该义务适用于运输过程中及交付之后。

3.7 No circumvention. The Buyer/End-User shall not use false names, false addresses, third-party purchasers, freight forwarders, intermediaries, altered product descriptions, split orders, separate shipments, misleading payment references, incomplete technical descriptions, or any other arrangement to avoid, bypass, or reduce PCBWay's compliance review, export-control review, sanctions screening, customs review, or contractual restrictions.

禁止规避。买方/最终用户不得使用虚假名称、虚假地址、第三方采购方、货运代理、中间方、变更后的产品描述、拆分订单、分开发货、误导性付款备注、不完整技术描述或任何其他安排，以规避、绕过或降低 PCBWay 的合规审查、出口管制审查、制裁筛查、海关审查或合同限制。

3.8 Duty to notify and stop use. If the Buyer/End-User becomes aware of, suspects, or has reason to suspect any actual or potential breach, misstatement, diversion, restricted end use, restricted destination, restricted party involvement, unauthorized transfer, or change in end use, final destination, end user, consignee, technical purpose, product design, project background, or shipment route, the Buyer/End-User shall immediately stop the relevant process, suspend use or transfer of the items, preserve all records, and notify PCBWay in writing without delay.

通知及停止使用义务。如买方/最终用户知悉、怀疑或有理由怀疑存在任何实际或潜在违约、虚假陈述、转移、受限制最终用途、受限制目的地、受限制方参与、未经授权转让，或最终用途、最终目的地、最终用户、收货人、技术目的、产品设计、项目背景或运输路线发生变化，买方/最终用户应立即停止相关流程，暂停使用或转让相关项目，保存所有记录，并立即以书面形式通知 PCBWay。

3.9 Further information and records. The Buyer/End-User shall promptly provide PCBWay with all additional information, documents, certifications, declarations, technical explanations, ownership information, end-user statements, identity documents, order records, shipment records, and other materials reasonably requested by PCBWay for compliance, audit, customs, export-control, sanctions, legal, regulatory, banking, payment-processing, or internal-risk-review purposes. The Buyer/End-User shall keep complete records relating to the order, delivery, end use, end user, and transfer history for at least five (5) years from the date of delivery or for any longer period required by applicable law.

进一步信息及记录保存：买方/最终用户应及时向 PCBWay 提供 PCBWay 为合规、审计、海关、出口管制、制裁、法律、监管、银行、支付处理或内部风险审查目的而合理要求的所有补充信息、文件、证明、声明、技术说明、所有权信息、最终用户声明、身份证明文件、订单记录、运输记录及其他材料。买方/最终用户应自交付之日起至少五（5）年，或在适用法律要求的更长期限内，完整保存与订单、交付、最终用途、最终用户及转让历史相关的记录。

3.10 Suspension, cancellation and refusal of service. PCBWay may, at any time and without liability to the Buyer/End-User, suspend, hold, reject, cancel, refuse, delay, quarantine, recall, request return of, or refuse shipment or release of any order, product, file, material, deliverable, or payment if PCBWay reasonably believes that further review is necessary, information is incomplete or inconsistent, a compliance risk exists, or this Declaration may have been breached. PCBWay may also report, disclose, or provide relevant information to competent authorities, banks, payment processors, logistics providers, professional advisers, or other parties where PCBWay reasonably considers such action necessary for legal, regulatory, compliance, or risk-control purposes.

暂停、取消及拒绝服务：如 PCBWay 合理认为有必要进行进一步审查、信息不完整或不一致、存在合规风险，或本声明可能已被违反，PCBWay 可随时暂停、保留、拒绝、取消、拒绝服务、延迟、隔离、召回、要求退回，或拒绝发运或放行任何订单、产品、文件、材料、交付物或款项，且无需就此向买方/最终用户承担责任。PCBWay 亦可在其合理认为法律、监管、合规或风险控制目的所必要时，向主管机关、银行、支付处理机构、物流服务商、专业顾问或其他方报告、披露或提供相关信息。

4. Breach, Liability and Remedies

违约、责任与救济

4.1 Material breach. Any false statement, omission of material information, inaccurate information, breach of undertaking, unauthorized transfer, diversion, restricted end use, restricted destination, restricted party involvement, or refusal/failure to provide requested compliance information shall constitute a material breach of this Declaration and the related order contract.

重大违约：任何虚假陈述、遗漏重要信息、信息不准确、违反承诺、未经授权转让、转移、受限制最终用途、受限制目的地、受限制方参与，或拒绝/未能提供所要求的合规信息，均构成本声明及相关订单合同项下的重大违约。

4.2 Indemnity. The Buyer/End-User shall defend, indemnify, and hold harmless PCBWay, its affiliates, directors, officers, employees, agents, contractors, manufacturing partners, logistics partners, and service providers from and against all claims, losses, liabilities, damages, penalties, fines, sanctions, seizures, delays, investigations, legal expenses, professional fees, banking or payment-processing losses, logistics costs, recall costs, storage costs, rework or destruction costs, customs charges, chargebacks, refunds, reputational losses, and any other direct or indirect losses arising out of or relating to any breach or suspected breach of this Declaration, any false or misleading information, or any restricted, unlawful, or unauthorized end use, transfer, diversion, shipment, or involvement of restricted parties.

赔偿与使其免受损害：对于因违反或涉嫌违反本声明、任何虚假或误导性信息，或任何受限制、违法或未经授权最终用途、转让、转移、运输或受限制方参与而引起或与之相关的所有索赔、损失、责任、损害、处罚、罚款、制裁、扣押、延误、调查、法律费用、专业费用、银行或支付处理损失、物流费用、召回费用、仓储费用、返工或销毁费用、海关费用、拒付、退款、声誉损失以及任何其他直接或间接损失，买方/最终用户应为 PCBWay 及其关联方、董事、高级职员、员工、代理人、承包商、制造合作伙伴、物流合作伙伴和服务提供商进行抗辩、赔偿并使其免受损害。

4.3 Costs, payments, and non-refund. Where PCBWay exercises its rights under this Declaration due to the Buyer/End-User's breach, suspected breach, non-cooperation, or inaccurate, incomplete, false, or misleading information, any amounts already paid may, to the fullest extent permitted by applicable law, be retained by PCBWay and shall be non-refundable to cover costs, expenses, losses, liabilities, and damages incurred or arising in connection with such matter. If PCBWay's actual costs or losses exceed the amounts paid, PCBWay reserves the right to recover the shortfall from the Buyer/End-User.

费用、款项及不予退款：如 PCBWay 因买方/最终用户违约、涉嫌违约、不配合，或提供不准确、不完整、虚假或误导性信息而根据本声明行使权利，则在适用法律允许的最大范围内，买方/最终用户已经支付的任何款项可由 PCBWay 留存并不予退还，用于弥补与该事项有关或由此产生的成本、费用、损失、责任和损害。如 PCBWay 的实际成本或损失超过已付款项，PCBWay 保留向买方/最终用户追偿差额的权利。

4.4 Equitable and urgent relief. The Buyer/End-User acknowledges that a breach of this Declaration may cause irreparable harm to PCBWay and may expose PCBWay to legal, regulatory, sanctions, export-control, banking, customs, and reputational risks. PCBWay may seek injunctive relief, preservation measures, emergency relief, asset preservation, evidence preservation, or other urgent remedies in any competent court or tribunal without waiving any other rights or remedies.

衡平及紧急救济：买方/最终用户确认，违反本声明可能对 PCBWay 造成不可弥补的损害，并可能使 PCBWay 面临法律、监管、制裁、出口管制、银行、海关及声誉风险。PCBWay 可在任何有管辖权的法院或仲裁庭寻求禁令救济、保全措施、紧急救济、财产保全、证据保全或其他紧急救济，且不视为放弃任何其他权利或救济。

4.5 Continuing obligations. The obligations relating to end use, restricted destinations, restricted parties, notification, records, confidentiality, cooperation, indemnity, remedies, governing law, and dispute resolution shall survive completion, cancellation, shipment, delivery, payment, refund, termination, or expiry of the relevant order or business relationship.

持续义务：与最终用途、受限制目的地、受限制方、通知、记录、保密、配合、赔偿、救济、适用法律及争议解决有关的义务，在相关订单或业务关系完成、取消、发运、交付、付款、退款、终止或届满后继续有效。

5. Governing Law, Dispute Resolution and Execution

适用法律、争议解决及签署

5.1 Governing law. This Declaration and any dispute, claim, or controversy arising out of or relating to it, including its formation, validity, interpretation, performance, breach, termination, enforcement, and any non-contractual obligations, shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to conflict-of-law principles.

适用法律：本声明以及因本声明产生或与本声明有关的任何争议、索赔或争端，包括其成立、效力、解释、履行、违约、终止、执行及任何非合同义务，均受中华人民共和国法律管辖并据其解释，但不适用冲突法原则。

5.2 Arbitration. Any dispute, claim, or controversy arising out of or in connection with this Declaration, including its existence, validity, interpretation, performance, breach, termination, enforcement, or any non-contractual obligations, shall be finally and exclusively settled by the China International Economic and Trade Arbitration Commission (CIETAC) in accordance with its arbitration rules then in effect. The seat of arbitration shall be Beijing, China. The language of arbitration shall be English. The arbitral tribunal shall consist of one arbitrator, unless otherwise required by the applicable arbitration rules. The arbitral award shall be final and binding upon the parties.

仲裁：因本声明产生或与本声明有关的任何争议、索赔或争端，包括其存在、效力、解释、履行、违约、终止、执行或任何非合同义务，均应提交中国国际经济贸易仲裁委员会（CIETAC），按照届时有效的仲裁规则进行最终且排他性解决。仲裁地为中国北京。仲裁语言为英语。仲裁庭由一名仲裁员组成，除非适用仲裁规则另有要求。仲裁裁决为终局裁决，对各方均具有约束力。

5.3 Interim measures and court protection. Nothing in this Declaration prevents PCBWay from seeking interim, injunctive, preservation, protective, enforcement, or urgent relief from any court of competent jurisdiction, including courts located where PCBWay is established, where the Buyer/End-User is located, where relevant assets are located, or where products or evidence are located.

临时措施及法院保护：本声明中的任何内容均不阻止 PCBWay 向任何有管辖权的法院寻求临时、禁令、保全、保护、执行或紧急救济，包括 PCBWay 设立地、买方/最终用户所在地、相关资产所在地或产品或证据所在地的法院。

5.4 Electronic signatures and copies. A handwritten signature, company seal, scanned copy, PDF copy, electronic signature, or signature made through a recognized electronic-signature platform shall have the same legal effect as an original signature to the maximum extent permitted by applicable law. This Declaration may be executed in counterparts.

电子签名及副本：在适用法律允许的最大范围内，手写签名、公司印章、扫描件、PDF 副本、电子签名或通过认可电子签名平台作出的签署，与原件签名具有同等法律效力。本声明可由多份文本分别签署。

5.5 Entire undertaking and priority. This Declaration supplements all applicable order documents, quotations, invoices, purchase orders, terms and conditions, and compliance policies. In the event of conflict between this Declaration and any less restrictive communication or document, the stricter compliance requirement and the stronger protection for PCBWay shall prevail, unless PCBWay expressly agrees otherwise in a signed written document.

完整承诺及优先效力：本声明是对所有适用订单文件、报价、发票、采购订单、条款与条件及合规政策的补充。如本声明与任何限制程度较低的沟通或文件发生冲突，应以更严格的合规要求以及对 PCBWay 保护更强的规定为准，除非 PCBWay 通过签署的书面文件另行明确同意。

5.6 Severability. If any provision of this Declaration is held invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the maximum extent permitted by law. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original commercial and compliance purpose.

可分割性：如本声明的任何条款被认定为无效、违法或不可执行，其余条款应在法律允许的最大范围内继续有效并可执行。该无效或不可执行条款应由最能反映原商业及合规目的的有效且可执行条款替代。

Schedule 1 – Restricted Destinations

附件 1 – 受限制目的地

For purposes of this Declaration, Restricted Destinations include, without limitation, the countries, regions, territories, and areas listed below, and any other countries, regions, persons, entities, projects, or end uses restricted under applicable laws, regulations, sanctions programs, export-control rules, customs rules, or PCBWay's internal compliance review. This list may be updated from time to time.

就本声明而言，受限制目的地包括但不限于下列国家、地区、领土及区域，以及适用法律、法规、制裁项目、出口管制规则、海关规则或 PCBWay 内部合规审查所限制的任何其他国家、地区、个人、实体、项目或最终用途。本清单可能不时更新。

Country / Region / Territory 国家/地区/领土	Country / Region / Territory 国家/地区/领土	Country / Region / Territory 国家/地区/领土
Cuba 古巴	Democratic Republic of the Congo 刚果民主共和国	Congo 刚果共和国
Russia 俄罗斯	Belarus 白俄罗斯	Somaliland 索马里兰
Iran 伊朗	Afghanistan 阿富汗	Yemen 也门
Venezuela 委内瑞拉	Kazakhstan 哈萨克斯坦	Crimea (Autonomous Republic of Crimea) 克里米亚（克里米亚自治共和国）
Syria 叙利亚	Libya 利比亚	Sevastopol City (Ukraine) 塞瓦斯托波尔市（乌克兰）
Iraq 伊拉克	Kyrgyzstan 吉尔吉斯斯坦	Zaporizhzhia Oblast (Ukraine) 扎波罗热州（乌克兰）
Sudan 苏丹	Nicaragua 尼加拉瓜	Donetsk Oblast (Ukraine) 顿涅茨克州（乌克兰）
Zimbabwe 津巴布韦	Somalia 索马里	Kherson Oblast (Ukraine) 赫尔松州（乌克兰）
North Korea 朝鲜	Central African Republic 中非共和国	Luhansk Oblast (Ukraine) 卢甘斯克州（乌克兰）
Myanmar 缅甸	South Sudan 南苏丹	

Armenia 亚美尼亚	Burundi 布隆迪	
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6. Signature and Acceptance

签署与接受

By signing below, the Buyer/End-User confirms that he/she has read, understood, accepted, and agreed to be legally bound by this Declaration, including all warranties, undertakings, compliance obligations, breach liabilities, indemnities, remedies, governing law, and dispute-resolution provisions.

通过在下方签署，买方/最终用户确认其已阅读、理解、接受并同意受本声明的法律约束，包括所有保证、承诺、合规义务、违约责任、赔偿、救济、适用法律及争议解决条款。

Signatory Legal Name 签署人法定姓名	
Company / Organization Name, if applicable 公司/组织名称（如适用）	
Title / Capacity 职务/身份	
Authorized Signature 授权签名	
Date 日期	
Company Stamp / Official Seal, where available 公司印章/公章（如有）	

Recommended execution requirements: signature by the Buyer/End-User or an authorized representative; company stamp or official seal where available; a signed PDF/scanned copy or certified e-signature record should be retained with the order file; proof of identity or authorization may be requested by PCBWay where necessary for compliance review.

建议签署要求：由买方/最终用户或其授权代表签署；如有公司章或官方印章，建议加盖；签署后的 PDF/扫描件或经认证的电子签署记录应随订单文件留存；在合规审查必要时，PCBWay 可要求提供身份证明或授权证明。