

Note: This legal disclaimer notice is written in English and in Traditional Chinese. In the event of a discrepancy, the English language version shall prevail.

This Preproduction Sample Disclaimer and Limitation on Liability ("Disclaimer") applies to purchasers and all users of Bourns® preproduction engineering samples and Bourns® products that are prototypes in nature manufactured by or on behalf of Bourns, Inc. and its affiliates (collectively, "Bourns") regardless of whether any documentation associated with the product is labeled as a prototype, sample or preproduction engineering sample ("Bourns® Sample").

Bourns® Samples are products not otherwise released for mass production and are not intended for resale, except by Bourns' authorized distributors, or for any purpose other than testing and qualification. Bourns® Samples are products which Bourns manufactured prior to the completion of all stages of design and validation testing and are often identified with a preliminary data sheet.

The information furnished in the Bourns® Samples preliminary data sheets is believed to be accurate and reliable and include essential schematics, layouts, and preliminary data. Users should independently evaluate the suitability of and test each Bourns® Sample selected in their own applications. The preliminary data sheet may be amended and/or updated as Bourns completes all stages of design and validation testing for the product. Unless specifically stated in the preliminary data sheet, Bourns® Samples may not comply with applicable safety, environmental, or regulatory requirements, including but not limited to UL, CE, RoHS, REACH, or other national or international standards. It is the purchaser's sole responsibility to verify and ensure compliance of any final product using Bourns® Samples.

ALL BOURNS® SAMPLES ARE PROVIDED "AS-IS," except Bourns offers a limited replacement or refund warranty for defects in workmanship based on criteria expressly stated in the preliminary data sheet for such Bourns® Sample. The limited warranty set forth in this Disclaimer is exclusive of all other warranties, guarantees or representations, express or implied, with respect to Bourns® Samples, including, without limitation, warranties of merchantability and fitness for particular purpose, and any other obligation or liability of Bourns to any third party as a result of purchase and/or use of Bourns® Samples are excluded. This warranty does not cover Bourns® Samples that were modified without Bourns' prior written approval, that have expired or that were subjected to physical, chemical or electrical stress that the products were not originally designed for.

Bourns® Samples covered by the preliminary data sheet may have been specified in another manufacturer's reference design. Bourns does not warrant application specific testing of the product in any reference design solutions provided by other manufacturers.

注意：此法律免责声明是用英文和繁體中文寫成的。如有差異，以英文版本為準。

本《生产前样品免责声明和责任限制》（简称“免责声明”）适用于 Bourns® 生产前工程样品和 Bourns® 产品的购买者和所有用户，这些样品和产品是由 Bourns, Inc. 及其关联公司（合称“Bourns”）生产或代表其生产的原型，无论与产品相关的任何文件是否已被标记为原型、样品或生产前工程样品（下称“Bourns® 样品”）。

Bourns® 样品为尚未正式批量上市的产品，不得转售（由 Bourns 经授权经销商转售的情况除外），亦不得用于除测试和鉴定以外的任何目的。Bourns® 样品是 Bourns 在完成设计和验证测试的所有阶段之前生产的产品，通常会在初步数据表中明确标明。

Bourns® 样品初步数据表中提供的信息被认为是准确可靠的，且包括基本原理图、布局图和初步数据。用户应独立评估所选择的每个 Bourns® 样品之适用性并在自己的应用中对其进行测试。当 Bourns 完成产品设计和验证测试的所有阶段时，初步数据表可能会经过修改和/或更新。除非初步数据表中特别说明，否则 Bourns® 样品可能不符合适用的安全、环境或监管要求，包括但不限于 UL、CE、RoHS、REACH 或其他国家或国际标准。购买者全权负责使用 Bourns® 样品来对任何最终产品进行验证并确保其合规性。

所有 BOURNS® 样品均按“原样”提供，但 Bourns 根据此类 Bourns® 样品的初步数据表中明确规定的标准，就工艺缺陷提供有限更换或退款保证的情况除外。本免责声明中规定的有限保证不包括与 Bourns® 样品相关的所有其他明示或默示保证、担保或声明，包括但不限于对适用性和适用于特定用途的保证，而且 Bourns 因购买和/或使用 Bourns® 样品而对任何第三方的任何其他义务或责任均不包括在内。本保证不适用于未经 Bourns 事先书面批准而擅自改装、已过期或受到了非产品原设计所能承受的物理、化学或电气应力的 Bourns® 样品。

初步数据表所涵盖的 Bourns® 样品可能已被其他制造商纳入其参考设计中。Bourns 不保证会在其他制造商提供的任何参考设计解决方案中对产品进行特定应用测试。

Bourns, Inc. Preproduction Sample Disclaimer and Limitation on Liability / 生产前样品免责声明和责任限制 (Continued)

Bourns® Samples are intended solely for use as sample products to help customers understand how Bourns® products may operate in their application, for testing and qualification, and to assist customers in requesting customization of Bourns® product. Bourns® Samples that have been used for destructive qualification tests may not be used for any other purpose except for engineering analysis. Customers who purchase and test Bourns® Samples in their applications are encouraged to contact Bourns for further customization requirements (including options to move to a manufacturable product), testing / qualification data, or other product development support.

Bourns retains all intellectual property rights in Bourns® Samples and, unless otherwise agreed in writing before commencement of any work, to any customization, modification, and enhancement developed by Bourns for any specific purchaser. Any technical information, data, or feedback provided by the purchaser regarding Bourns® Samples shall be deemed non-confidential and may be used freely by Bourns for product improvement, development, or marketing purposes without restriction or compensation.

This Disclaimer replaces in its entirety Bourns Legal Disclaimer Notice enclosed with the data sheets published for Bourns® products released for mass production. By accepting and/or using the Bourns® Samples, the recipient agrees to be bound by this Disclaimer and all related terms posted on Bourns' website. By purchasing and using the Bourns® Samples you agree to not commence manufacture and sale of any higher-level devices incorporating Bourns® Samples without Bourns' express written approval.

Bourns® 样品仅供作为样品使用，以帮助客户了解 Bourns® 产品在其应用中可能的运行方式，用于测试与鉴定，并协助客户申请 Bourns® 产品的定制化服务。已用于破坏性合格鉴定试验的 Bourns® 样品，除用于工程分析外，不得用于任何其他用途。建议购买并在其应用中测试 Bourns® 样品的客户，就进一步的定制需求（包括转为可量产产品的方案）、测试/鉴定数据或其他产品开发支持事宜联系 Bourns。

Bourns 保留 Bourns® 样品的所有知识产权，而且除非在开始任何工作之前另有书面约定，否则 Bourns 为特定购买者开发的任何定制、修改及改进方案的知识产权亦归 Bourns 所有。购买者提供的有关 Bourns® 样品的任何技术信息、数据或反馈应被视为非机密信息。Bourns 可自由地将其用于产品改进、开发或营销目的，不受任何限制，亦无需支付任何报酬。

本免责声明将完全取代随 Bourns® 量产产品数据表一同发布的 Bourns 法定免责声明。接收方接受和/或使用 Bourns® 样品，即表示同意受本免责声明及 Bourns 网站上公布的所有相关条款的约束。您购买和使用 Bourns® 样品，即表示您同意未经 Bourns 明确书面批准，不会开始制造和销售任何集成 Bourns® 样品的更高层级设备。