



[April 2019]

GENERAL TERMS AND CONDITIONS OF PURCHASE

采购通用条款和条件

CONTRACT: These terms and conditions of purchase (“Conditions”) constitute an integral and binding part of any purchase of Products or Services, whether incorporated by reference to an Internet website, by notice or transmitted electronically or in paper form. These Conditions together with the Order constitute the contract (“Contract”) and such purchase is conditioned on and limited to its terms. By performing pursuant to, or acknowledging receipt of, an Order, Supplier assents to these Conditions as fully as if Supplier had accepted them in writing. Unless and only to the extent expressly adopted in the Order, Buyer rejects, and these Conditions expressly exclude, any additional or inconsistent terms and conditions regardless of materiality offered by Supplier at any time, irrespective of Buyer’s acceptance of Products or Services. Any reference in the Order to Supplier’s quotation, offer or proposal will be deemed adoption of only those portions of the quotation, offer or proposal which are not inconsistent with, or does not conflict with, these Conditions.

合同：本采购条款和条件（“本条件”）构成任何产品或服务采购的不可分割且具有约束力的一部分，无论其是通过援引互联网网站内容或者通过通知而被纳入的，还是通过电子形式或纸质形式传递的。本条件和订单共同构成合同（“本合同”）且该等采购以本合同条款为条件且受限于合同条款。供应商履行订单或者确认收到订单即表明其完全同意本条件，如同其已通过书面形式同意本条件一样。除非且仅当订单中已明确采纳，买方拒绝任何额外的或不一致的条款或条件，且本条件明确地排除任何额外的或不一致的条款或条件，无论供应商在任何时间提供实质性内容以及买方是否接受产品或服务。订单中提及任何供应商的报价、要约或建议仅在不与本条件矛盾或冲突时才被视为接受。

The following terms and conditions of purchase will apply to each Order:

下列采购条款和条件将适用于每一订单：

1. DEFINITIONS:

定义：

- 1.1. “Affiliate” means those corporations, companies and business entities which are, directly or indirectly, controlled by, controlling or under common control with a party hereto, and with respect to Buyer, those corporations, companies and business entities in which Buyer has ownership of more than twenty-five percent (25%) of the voting stock or the issued and paid up share capital. “Control” meaning ownership of more than fifty percent (50%) of the voting stock or the issued and paid up share capital or the power to appoint to or elect the majority of the directors.

“关联方” 指直接或间接受本合同一方控制、控制本合同一方或者与本合同一方共同受第三方控制的公司、企业或商业实体，但对于采购方而言，特指由采购方持有百分之二十五（25%）以上有表决权股票或已发行且实缴资本的公司、企业或商业实体。“控制”指持有超过百分之五十（50%）的有表决权股票或已发行且实缴资本，或有权指定或选举多数董事。

- 1.2. **“Applicable Law and Regulations”** means laws and regulations (i) applicable to Supplier in all places where Supplier does business, (ii) applicable to the Products or Services provided pursuant to this Order, including without limitation, such laws and regulations applicable at the place of Delivery and all sites where Services are performed, or (iii) required by the law governing the Contract.

“适用法律和法规” 指 (i) 适用于供应商开展业务的所有地点的法律法规，(ii) 适用于根据订单提供的产品或服务的法律法规，包括但不限于，适用于交付地点以及提供服务的场所的法律法规，或 (iii) 管辖合同的法律所要求遵守的法律法规。

- 1.3. **“Delivery”** means performance of the Services and/or with respect to Product/s delivery of (i) Product/s pursuant to an Order, in conformance with the Contract and free from any defects or damages, to the destination set forth in such Order pursuant to the terms of the International Chamber of Commerce's INCOTERM 2010 (**“INCOTERMS”**) set forth in the Order; and (ii) all documents required by the Order, including without limitation, a properly executed bill of lading, documents required for custom clearance, delivery note, measuring note, and certificate of compliance with standards (where applicable), which in each case must bear the applicable Order number together with Buyer's material symbol numbers or code numbers if furnished by Buyer. “Deliver” and “Delivered” will have correlative meanings.

“交付” 指产品和/或其对应的服务 (i) 根据订单以及订单中所约定的国际商会 2010 年版国际贸易术语 (**“国际贸易术语”**) 将符合合同要求且不存在任何瑕疵或损坏的产品/服务交付至订单中所确定的目的地，以及 (ii) 交付订单中所要求的所有文件，包括但不限于，适当签署的提单、清关所需文件、交货单、测量报告及符合标准的证书 (如适用)，且每一文件均应标明相关订单号以及 (如由买方提供) 买方的材料标识号码或代码。“交付”和“已交付”应具有相应含义。

- 1.4. **“Order”** means the document or documents issued and delivered by Buyer to Supplier specifying, among other things, the Product or Service being purchased (including any technical details, specifications or plans), the price, quantities, the time and place of Delivery, the INCOTERM applicable to the Delivery of Products, the payment terms and other technical and commercial terms unique to such Product or Service. Unless otherwise specifically

excluded in an Order, such Order for Products or Services shall be deemed to include without additional cost or expense all services, products, licenses, permits and approvals necessary for performance under the Order in accordance with the standards set forth in this Contract and all other mandatory standards contained in Applicable Laws and Regulations.

“**订单**”指由买方向供应商出具并交付的，列明被采购的产品或服务（包括技术参数、规格或设计）、价格、数量、交付时间、交付地点、适用于产品交付的国际贸易术语、支付条款以及该等产品或服务特有的其他技术和商业条款等事项的文件。除非在订单中明确排除，该等产品或服务订单应当被视为包括按照合同中所约定的标准以及包含在适用法律和法规中的所有其他强制性标准履行订单所需要一切服务、产品、执照、许可和批准，且无任何额外成本或费用。

- 1.5. “**Product/s**” means goods manufactured or lawfully distributed by Supplier and specified in the Order. Such Product(s) includes, but is not limited to, goods manufactured or produced in accordance with specifications provided by Buyer, pursuant to design documents developed by Buyer or developed by Supplier specifically for Buyer (“**Special Ordered Product/s**”).

“**产品**”指由供应商制造或合法分销且在订单中载明的货物。该等产品包括但不限于根据买方提供的规格制造或生产的货物、根据买方制定的设计文件制造或生产的货物或根据供应商为买方特别制定的设计文件制造或生产的货物（“**特别定制产品**”）。

- 1.6. “**Services**” means the work specified in the Order to be performed by Supplier.

“**服务**”指在订单中载明的应由供应商完成的工作。

2. **PERFORMANCE UNDER ORDER.**

订单项下的履行

- 2.1. **Performance by Supplier.** Acceptance of the Order constitutes an irrevocable confirmation that Supplier has examined, or had the chance to examine, the requirements of the Buyer and its premises (if relevant) and all other information which Supplier deems relevant to fulfill the Order, and Supplier hereby irrevocably waives any right to claim non-suitability.

供应商的履行。对订单的接受即构成供应商对其已经检查或者已经有机会检查买方的要求、场所（如适用）以及所有其他供应商视为与订单的履行相关信息的不可撤销的确认，且供应商在此不可撤销地放弃主张不适当性的任何权利。

- 2.2. **Delivery.** Unless otherwise agreed in writing, Supplier will Deliver Products and perform Services when and as directed by the Order, it being understood that TIME IS OF THE ESSENCE with respect to such Delivery and

performance. If the Product has associated manuals, Supplier shall Deliver to Buyer at least two (2) hard copies of such manuals and a copy in printable media, which may be used by Buyer to make additional copies of such manuals.

交付。除非另有书面约定，供应商应按照订单要求的时间和方式交付产品和服务，且供应商理解对于此种交付和提供而言，时间是至关重要的。如果产品有附带的手册，供应商应向买方交付至少二（2）份该等手册的纸质版以及一份存储在可复制媒介中的复制版，使买方可以据此复制额外的手册。

- 2.3. **Packaging.** All Products will be packaged in accordance with Buyer's instructions as set forth in the Order; or if the Order does not include instructions with respect to packaging, all items will be packaged in accordance with the best available packaging materials and methodologies to ensure receipt by Buyer at its premises, in an undamaged condition. Supplier will be liable for all discharge, spill or other environmental incident (including clean-up costs) involving any Products shipped under the Order until Delivery to Buyer. Unless expressly stated in the Order, the cost of packaging is included in the costs defined in the Order.

包装。所有的产品必须根据买方在订单中载明的指示进行包装；或者如果订单没有包括有关包装的指示，所有的物件都必须采用可用的最好的包装材料和包装方法进行包装，以确保买方在其场所接收时产品处于完好无损的状态。供应商对订单项下产品运输中的所有泄漏、溢出或其他环境事件负责（包括承担清理费用）直至产品交付给买方。除非在订单中明确说明，包装费用包含在订单所载明的费用中。

- 2.4. **No Subcontracting or Delegations.** Supplier shall not use sub-contractors (including any Affiliate of Supplier) to perform Services or purchase from sub-vendors (including any Affiliate of Supplier) components for Special Ordered Products without advance written authorization from Buyer.

禁止分包或转委托。非经买方事先书面授权，供应商不得使用分包商（包括供应商的任何关联方）提供服务或者从次级供应商（包括供应商的任何关联方）处采购特别定制产品的零部件。

- 2.5. **Non-Conforming Shipments.** Supplier shall deliver only the quantity specified in the Order and Buyer may return to Supplier, at the expense and risk of loss of Supplier, or purchase from Supplier, at the unit price specified in the Order, any Products Delivered in excess of such quantities. The actual delivery quantity for Products ordered by weight shall be determined by Buyer if Buyer weighs the Product at the time of Delivery, otherwise, Supplier's invoiced weight shall control in the absence of manifest error. In the event of a shortfall in the quantity of Products Delivered, Buyer shall have the option to accept the quantity Delivered or to treat such shortfall as a breach and, in addition to any other remedies, reject the shipment and return it to Supplier at

the expense of Supplier. If Buyer accepts the quantity Delivered, it may also require that the shortfall amount be shipped to Buyer as soon as possible at Supplier's expense and risk of loss.

不合格发货。 供应商应仅交付订单中载明的数量，买方可以向供应商退还其所交付的任何超出该等数量的产品，由此产生的费用和损失风险由供应商承担，买方也可以按照订单中载明的单位价格向供应商购买其所交付的任何超出该等数量的产品。如果买方是在交付时对产品进行称重，按照重量订购的产品的实际交付数量以买方称重为准，否则，如无明显错误，则以供应商发票所载明的重量为准。在交付产品的数量短缺的情况下，买方有权选择接收交付的数量，或选择将此等短缺视为违约，并在寻求其他任何救济之外，拒绝接收产品并将其退还给供应商，由此产生的费用由供应商承担。如果买方接收了交付数量的产品，其也可以要求供应商尽快将短缺的数量运送至买方，由此产生的费用以及损失风险由供应商承担。

- 2.6. **Title and Risks.** The title to the Products or any work product resulting from Services (“**Work Product**”) shall pass to Buyer upon the earlier of: (i) Delivery of the Product or performance of the Services, or (ii) any payment by Buyer under the Order. However, Supplier shall bear all risks with respect to (a) the Products in accordance with the INCOTERM set forth in the Order; and (b) the Work Product until acceptance in accordance with the Order.

所有权和风险。 产品或任何基于服务而产生的工作产品（“**工作产品**”）的所有权应在下述情形中较早者发生时转移给买方：（i）交付产品或提供服务时，或（ii）买方支付订单项下的任何款项时。但是，供应商应（a）根据订单中载明的国际贸易术语承担其关于产品的所有风险；以及（b）根据订单承担关于工作产品的所有风险直至工作产品被接受。

- 2.7. **Inspection, Storage and Testing.**

验货、存储和检测

- 2.7.1. Buyer is not obliged to inspect or examine any Product or Work Product. Buyer's omission to inspect or examine any Product or Work Product shall not relieve Supplier of any obligation, warranty or liability set forth herein or under Applicable Law and Regulations. Examination, sampling or testing of Products or Work Products or use of Products or Work Products shall not relieve Supplier of its obligations nor derogate from Supplier's warranties, obligations or liability set forth hereunder or under Applicable Law and Regulations or any additional warranty of Supplier whether made by Supplier to Buyer or made publicly available by Supplier.

买方无义务测试或检查任何产品或工作产品。买方未对任何产品或工作产品进行测试或检查并不免除供应商在本合同或任何适用法律和法规项下的任何义务、保证或责任。对于产品或工作产品的检查、取样、测试或使用并不免除供应商的义务或减少供应商在本合同或任何适用法律和法规项下的保证、义务或责任，或减少供应商向买方作出的或向公众作出的任何额外的保证。

- 2.7.2. Should Buyer choose to inspect, examine, sample or test any Product or Work Product, Buyer shall have the right to examine, sample or test the Products, the Work Products and their operation upon installation and commencement of use of such Products or upon completion of the Services, and may, but shall not be obliged, to notify Supplier within a reasonable time thereafter of any defect found in such examination. Supplier shall provide all information which Buyer reasonably requests to carry out such an inspection.

若买方选择对产品或工作产品进行测试、检查、取样或测试，买方应有权利在安装并开始使用产品或在完成服务时对产品、工作产品及其各自的运行进行测试、检查、取样，并且买方可以（但无义务）在合理的时间内通知供应商其在该等检测中发现的任何缺陷。供应商应向买方提供买方在实施该等检测时合理需要的所有信息。

3. COMPLIANCE WITH LAWS, REGULATIONS AND INSTRUCTIONS OF BUYER

符合法律、法规和买方指令

- 3.1. **Licenses and Permits.** Supplier shall hold and maintain in good standing, during all times relevant to the fulfillment of any Order, all requisite licenses, permits and approvals, including, without limitation, permits to hold, store, use, import and export hazardous materials. At the request of Buyer, Supplier shall promptly deliver to Buyer a copy of such permit, license or approval. In addition, at the request of Buyer, Supplier shall deliver to Buyer a certificate, executed by a duly authorized officer of Supplier, certifying compliance with any Applicable Law and Regulations.

授权和许可。 供应商应在履行订单的所有相关时间期限内持有所有必需的执照、许可和批准并维持其有效存续，包括但不限于持有、存储、使用、进出口危险材料的许可。经买方要求，供应商应及时向买方提供该等许可、执照或批准的复印件。此外，经买方要求，供应商应向买方提供一份由供应商的适当授权的管理人员签署的证明书，证明其遵守了所有适用法律和法规。

- 3.2. **Compliance with Customs Regulations.** At the request of Buyer, Supplier shall submit to Buyer all documents and information required from the Supplier in order to export and import the Products within three (3) weeks of receipt of the relevant Order so as to avoid delay in receiving a required export and/or import permit. The Certificate of Origin or equivalent document will be delivered to Buyer together with the Delivery of the relevant Products.

符合海关规章。 经买方要求，供应商应向买方提供所有的必须的文件和信息，以便在相关订单被接受后的三（3）周内进出口产品，避免买方在获取必要的出口和/进口许可方面的迟延。原产地证书或同等文件应与相关产品一并交付给买方。

- 3.3. **Compliance with Law, Safety, Security, Environmental Protection and Buyer's Code of Ethics.**

遵守法律、安全、安保、环境保护和买方的道德规范

- 3.3.1. In the production or supply of the Products or the performance of the Services, Supplier shall comply with all Applicable Law and Regulations, including, without limitation, those applicable to safety, security and environmental protection.

在生产和供应产品或提供服务时，供应商应当遵守所有适用法律和法规，包括但不限于适用于安全、安保和环境保护相关的法律和法规。

- 3.3.2. Without derogating from the above, in case the supplier is in the United States and to the extent and when applicable, Supplier represents that the Products and Services will comply with all applicable federal, state and local laws, rules, regulations, executive orders, including, without limitation, the regulations and requirements issued under the Department of Labor and the Environmental Protection Agency, the requirements of Executive Order 11246, as amended, and Executive Order 13496, 41 CFR Section 60-1.4(a)(7), 60-300.5(a) and 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. In addition and when applicable, Supplier shall abide by the requirements of 41 CFR §§60-300.5(a) and 60-741.5(a) (These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities).

在不违反前述条款的情况下，如供应商位于美国且在美国法律适用的情况下，供应商保证产品和服务将符合所有适用的联邦、州和地方的法律、法规、规定、行政命令，包括但不限于，劳动部和环境保护部发布的规定和要求，经修订的 11246 号行政命令的要求，以及 13496 号行政命令，美国联邦法规 41 第 60-1.4 (a)

(7) 条、第 60-300.5 (a) 条、第 60-741.5 (a) 条和美国联邦法规 29 第 471 部分、子部分 A 之附录 A (如适用)。另外, 在法律适用时, 供应商应受美国联邦法规 41§§60-300.5 (a) 和 60-741.5 (a) 项下的要求的约束 (这些规定基于对退役军人身份及残障人士的保护而禁止对于符合条件的个人的歧视, 并要求包括总承包商和分包商在内的雇主聘用以及优先聘用符合条件的受保护的退役军人和残障人士)。

- 3.3.3. Supplier shall, and shall cause its officers, employees and anyone performing on behalf of Supplier to, comply with Buyer's Code of Ethics published at the following website:

供应商应并应促使其管理人员、雇员和其他代表供应商行事的任何人遵守买方在下述网站上公布的道德规范:

<http://www.icl-group.com/careers/codeofethics/Pages/default.aspx>

- 3.3.4. Supplier covenants that it (a) shall not, and shall not permit any of its affiliates, officers, directors, employees, agents or representatives or any permitted subcontractors to violate any anti-bribery, anti-corruption and anti-money-laundering laws applicable to the Products or Services provided pursuant to this Contract.

供应商同意其 (a) 自身不应、且不应允许任何其关联方、管理人员、董事、雇员、代理、代表或任何经许可的分包商违反适用于根据本合同提供的产品或服务的任何反贿赂、反腐败和反洗钱法律。

- 3.4. **Cooperation Regarding Compliance.** Supplier agrees to cooperate with any assessment, investigation or similar inquiry conducted by Buyer or anyone on behalf of Buyer, in connection with any potential breach, violation or infringement of any Applicable Law and Regulations or the Code of Ethics, including the provision of detailed replies to any question, survey or demand for documents in connection with such inquiry.

合规合作。 供应商同意配合买方或代表买方的任何人对涉及任何适用法律和法规或道德规范的潜在的违约、违反或侵害进行的评估、调查或类似的质询, 包括对于与该等质询相关的任何问题、调查或者文件提供要求作出详细的答复。

- 3.5. **Restrictions on Trade.** Supplier, for itself, its Affiliates, and their respective employees, officers and directors, hereby represents and warrants to Buyer and its Affiliates that it is not listed on any sanctioned party list issued by any nation, including, without limitation, the United States of America, any member state of the European Union or the place where the Order is to be delivered or Services performed. Supplier shall notify in writing Buyer and its

Affiliates immediately in the event it, any of its Affiliates, or their respective employees, officers and directors are so listed.

贸易限制。 供应商为其自身、其关联方及其各自的雇员、管理人员和董事，在此向买方及其关联方陈述和保证，其未被列入任何国家（包括但不限于美国，欧盟的任何成员国或订单将要被交付或者服务将要被提供的地方）的制裁名单中。如供应商、其关联方或其各自的雇员、管理人员和董事被列入该等制裁名单，供应商应立刻书面通知买方及其关联方。

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4. DELIVERY AND PERFORMANCE DELAY.

交付及迟延履行

- 4.1. **Notice of Non-Compliance.** In the event that Supplier believes that a delay in Delivery of Products or performance of Services may occur for any reason including but not limited to Force Majeure, or Supplier believes it may be unable to fulfill any of its other obligations under the Order, Supplier must notify Buyer in writing as soon as Supplier becomes aware of such circumstances. Such written notice shall include all relevant information and the full particulars with respect to such delay or non-fulfillment including a reasonable estimation of the duration of such delay or inability to perform such obligations. Such notice does not relieve Supplier of its obligations, liability or warranties hereunder.

不守约通知。 如供应商因任何原因（包括但不限于不可抗力）认为其可能会迟延交付产品或迟延提供服务，或者供应商认为其可能将无法履行其在订单项下的任何其他义务，供应商应在其知晓该等情形后尽快以书面形式通知买方。该等书面通知应包括所有相关的信息和关于该等迟延或不履约的全面细节，包括对于该等迟延或无法履行该等义务持续时间的合理预期。该等通知不免除供应商在本条件项下的任何义务、责任或保证。

- 4.2. **Results of Delay.** Any delay in Delivery of Products or performance of Services (other than as a result of a Force Majeure) exceeding five (5) days shall be deemed a material breach of the Contract. In the event that Buyer is willing to accept such delay in accordance with Section 4.3 below, Supplier shall make such Delivery or perform such Services at such time as the parties mutually agree in writing, or failing such agreement, within twenty (20) days from the original due date for Delivery or performance. Failure of Supplier to comply with such extended due date also shall be a material breach of the Contract. In the event of either such material breach of Contract and without limiting any other remedy to which Buyer may be entitled hereunder or under Applicable Law and Regulations, Supplier shall reimburse Buyer (i) an amount equal to any cost or price increase (including transportation costs) that Buyer is required to pay to obtain a comparable product or service from another source; and (ii) any costs and expenses related to such procurement.

迟延后果。任何持续超过五（5）日的交付产品或提供服务的迟延（因不可抗力引起的除外）应被视为合同的重大违约。在买方愿意根据第4.3条接受此等迟延的情况下，供应商应在双方书面同意的时间进行该等交付或者提供该等服务，或在没有此等同意的情况下，供应商在交付产品或提供服务的原到期日后的二十（20）日内进行交付或提供服务。供应商未能遵守该等延期后的到期日亦会构成本合同项下的重大违约。在任何一种重大违约情形中，在不限制买方根据本条件或者适用法律和法规所享有的其他救济的前提下，供应商应当补偿买方（i）买方从其他途径获得相当的产品或服务所需支付的增加的成本或价格（包括运输费用）以及（ii）与该等采购相关的任何成本及费用。

- 4.3. **Discount for Late Delivery or Performance.** In the event that Supplier does not deliver all of the Products or complete performance of all of the Services pursuant to the Order (for any reason other than as a result of a Force Majeure) within five (5) days of the date for such Delivery or completion set forth in the Order, then Buyer shall have the right but not the obligation to accept such delay and reduce the price for such undelivered quantities or Services for each week of such delay by an amount equal to one percent (1%) of the agreed upon unit price or rate for Services up to a maximum reduction of five percent (5%). Buyer's election under this Section shall be deemed a cure of Supplier's initial breach of the Contract under Section [4.2](#).

迟延交付或提供服务的折扣。如供应商在订单载明的交付或提供服务日期后的五（5）日内未能根据订单交付所有的产品或提供所有的服务（因不可抗力以外的任何原因导致），买方有权利（但无义务）接受此等迟延并且要求降低此等未交付的数量或服务的价格，每迟延一周，经同意的单位价格或服务费率应降低百分之一（1%），但最高降价幅度不超过百分之五（5%）。买方根据本条做出的行为应视为对供应商在第4.2条项下的原违约的纠正。

5. **FORCE MAJEURE, ORDER MODIFICATION, CANCELLATION AND RETURN OF PRODUCTS**

不可抗力、订单修改、取消及货物返还

- 5.1. **Force Majeure.** Neither party shall be responsible to the other for loss or damage due to any unanticipated circumstances beyond such party's reasonable control and which could not have been avoided by due care, including without limitation war, national emergency, civil unrest, labor strike, fire, flood, windstorm or other act of God, order or act of any government, whether foreign, national or local, whether valid or invalid, labor disputes or any other cause of like or different kind beyond the reasonable control of such party (hereinafter, a "**Force Majeure**"). The obligations of the party affected by Force Majeure shall be suspended for the duration such Force

Majeure provided however that such party will use commercially reasonable efforts to resume performance of the Order as soon as possible, however, such efforts do not require the resolution of labor disputes.

不可抗力。任何一方都无需就在该方合理控制的范围外任何无法预见的且无法通过合理注意避免的情况所造成的损失或损害向另一方负责，包括但不限于战争、全国紧急状态、国内动乱、罢工、火灾、洪水、风暴或其他天灾的情况、任何政府行为或命令（无论是国外的、全国的还是地方的，无论有效还是无效）、劳动争议或者任何其他该方合理控制范围外的相似或不同的事件（下称“**不可抗力事件**”）。受不可抗力事件影响的一方的义务在不可抗力事件持续期间中止，条件是该方必须尽快尽商业上的合理努力恢复订单的履行，但该等努力不要求对劳动争议的解决。

- 5.2. **Buyer's Rights During Force Majeure.** At Buyer's option, any quantity of Products so affected by a Force Majeure shall be deducted from the total quantity purchased by Buyer. Supplier, during any period of shortage due to any of the above causes, shall allocate its actual production among its internal needs and its contract customers in a manner that results in Buyer receiving not less than the same allocation on a pro rata basis as it received prior to such event of Force Majeure. If Supplier's performance is suspended for more than fourteen (14) calendar days due to a Force Majeure, Buyer may, at its option, terminate the Contract with immediate effect upon written notice to Supplier.

买方在不可抗力事件期间的权利。买方可以选择将任何受到不可抗力事件影响的产品从买方购买的全部产品数量中扣除。在因任何上述原因导致的产品短缺期间，供应商应将其实际产出的产品在其内部和合同客户之间按比例分配，使得买方收到产品的比例不少于在不可抗力事件发生前买方所获得的产品的比例。如果供应商的履约行为已经因不可抗力事件中止超过十四（14）个日历日，买方可以选择以书面形式通知供应商立即终止合同。

- 5.3. **Order Modification.** Buyer may, at any time, notify Supplier in writing of a change in an Order for Products or Services. Supplier shall use its commercially reasonable efforts to promptly perform such Order as revised by Buyer under the same terms and conditions set forth in these Conditions or as shall be agreed in writing prior to implementation of the changes by the Buyer and Supplier. No change to the Products or Services may be made by Supplier without the prior written consent of the Buyer.

订单修改。买方可以在任何时候以书面形式通知供应商对订单上的产品或服务作出了修改。供应商应立即根据买方作出变化的条款和条件的通知或者根据买卖双方之前关于订单变更的其他书面协议来作出商业上的

合理努力，以符合修改的要求。未经买方事先书面同意，供应商不可以对产品或者服务作出任何修改。

- 5.4. **Order Cancellation.** Buyer may, at any time and for any reason, cancel any outstanding Order, in whole or in part, by reasonable advance notice to Supplier, and Supplier shall promptly comply. Supplier's sole and exclusive remedy in the event of such cancellation shall be limited to (i) the reasonable out of pocket costs actually incurred by Supplier in the production of Products which cannot be resold or reused for another purpose less any value received by Supplier as a result of such cancellation; or (ii) the reasonable value of any Services performed to the satisfaction of Buyer prior to cancellation by Buyer. The Supplier shall use commercially reasonable efforts to reduce such costs, including finding an alternative purchaser for the Products.

订单取消。 买方可以在向供应商发出合理的事先通知的情况下，在任何时候以任何理由取消尚未履行的全部或部分订单，并且供应商应当立即遵守。在发生该等取消的情况下，供应商所享有的唯一且排他性的救济应限于 (i) 供应商在制造产品时实际发生的合理垫付费用（前提是该等产品无法重新销售或为其他目的进行重复利用）减去供应商因该等取消获得的任何价值；或 (ii) 在买方取消订单之前已经提供的令买方满意的任何服务的合理价值。供应商应尽合理的商业努力降低该等费用，包括为产品寻找可替代的购买者。

- 5.5. **Immediate Termination.** Without derogation from the aforesaid, in any of the following events, Buyer may immediately terminate the Order upon notice to Supplier, and Supplier shall not be entitled to any payment or remedy pursuant to such termination:

立即终止。 在不损害前述约定的前提下，在以下任何情况下买方可以通知供应商立即终止订单，并且供应商无权就该等终止获得任何的付款或救济：

- 5.5.1. Supplier's breach of any Order or any other undertaking or contract between Supplier and Buyer or Affiliates of Buyer, which is not cured within 14 days (or such longer period as Buyer may reasonably set) of receipt of Buyer's notice of such breach;

供应商违反了任何订单、任何其他保证或者供应商和买方（或买方的关联方）之间的任何协议，并且在收到买方发出的关于此等违反的通知之后十四（14）日（或买方合理设置的更长的时间）内未予以纠正；

- 5.5.2. Supplier's filing of an application under any bankruptcy legislation or declaration of bankruptcy or insolvency or commencement of liquidation, voluntary or otherwise, or the placement of Supplier's assets under the administration, receivership, trusteeship, judicial management

or compound with, or the making any arrangement with, its creditors, confiscation of any of Supplier's real estate or bank accounts, or Supplier's taking or suffering any similar action relating to its indebtedness or creditors;

供应商根据任何破产法律提出申请, 或者宣告破产或资不抵债, 或者自愿或因其他原因进入清算程序, 或供应商的资产被接管、接收、托管、司法管理, 或与其债权人和解或者达成任何安排, 供应商的不动产或者银行账户被没收, 或供应商进入与其负债或债权人有关的任何类似的程序;

- 5.5.3. Supplier's transfer or assignment of its business activity or material assets relating, in whole or in part, to the performance of the Order without obtaining Buyer's advance, written consent;

在未获得买方事先书面同意的情况下, 供应商将与履行订单相关的业务或者重大资产进行部分或全部地转让或转移;

- 5.5.4. Supplier's breach or violation of its obligations under Section 3;

供应商违反或妨碍其在第 3 条项下的义务;

- 5.5.5. The commencement of actions or procedural, legal or other proceedings against Supplier alleging facts or circumstances which, if true, would constitute a breach of Supplier's obligations under Section 3.

如针对供应商的诉讼、程序相关或者法律相关的程序或其他程序被启动且如该指证属实将会构成供应商违反本合同第 3 条项下义务的事实或情况。

- 5.6. In the event of termination of any Order in accordance with the provisions of this Section 5, Supplier shall refund to Buyer all amounts Supplier had received in consideration of such terminated Order prior to such termination other than with respect to Services already performed and accepted by Buyer in addition to any other remedy to which Buyer may be entitled under the Contract or Applicable Law and Regulations.

在任何订单根据本合同第 5 条终止的情况下, 除了买方根据本合同或适用法律和法规所享有的任何其他救济之外, 供应商还应将在该终止之前其已经就该等被终止的订单收到的所有款项返还买方 (但与已经提供且被买方接受的服务相关的款项除外) 。

6. PRICE, PAYMENT, TAX AND INVOICING

价格、支付、税务和发票

- 6.1. **Full Consideration.** Unless otherwise mutually agreed in writing, prices set forth in the Order are full compensation for the performance of the Order and

Buyer shall have no obligation to pay any amount in excess of the price set forth therein.

全部对价。除非双方另行书面同意，在订单中载明的价格应为履行订单所需要支付的全部对价，且买方无义务支付任何超出订单中载明价格的金额。

- 6.2. **Invoice and Payment Terms.** Supplier shall invoice Buyer using an invoice containing the purchase order numbers and other agreed references, which shall also clearly indicate the Products or Services ordered. All customs invoices and proofs of origin (if applicable) shall be attached to the relevant invoice. Buyer is entitled to return invoices that do not meet these requirements and Supplier shall reissue invoices which satisfy these requirements. Buyer shall pay Supplier the prices agreed between the parties and specified in the Order for Products delivered and Services performed in compliance with such Order.

发票和支付期限。供应商应在向买方开具的发票中包括订单号码和其他双方同意的提及事项，该发票还应清楚载明被订购的产品或服务。所有海关发票和原产地证明（如有）应附在相关的发票上。买方有权退还不满足该等要求的发票并且供应商应当重新开具满足该等要求的发票。买方应就根据订单交付的产品和提供的服务向供应商支付经双方同意的且载于订单中的价格。

Payment is subject to the Supplier's fulfillment of its obligations hereunder to the satisfaction of Buyer, including without limitation the supply of bank guarantees, if such guarantees are required. The terms of the payment shall be the number of days set forth in the Order, commencing from the end of the calendar month in which a correct tax invoice was received by the Buyer (the "**Payment Terms**"), and the payment will be transferred to the Supplier on Buyer monthly payment date, which follows the date of the Payment Terms.

支付的前提是供应商已经履行了其在本合同项下的义务且令买方满意，包括但不限于提供银行保函（如要求提供保函）。支付期限应为订单中所规定的天数，自买方收到正确的税务发票的日历月结束起开始计算（“**支付期限**”），并且款项将于支付期限之后的买方月度付款日向供应商支付。

Unless otherwise set forth in the Order, Supplier shall deliver such invoice no later than the tenth (10th) day of the month immediately following the month when Delivery or performance was completed. Invoices delivered after the tenth (10th) day of the month shall be deemed delivered on the first day of the next month. Failure to submit such invoice to Buyer within six (6) months after such invoice should have been delivered shall be a waiver and release of Supplier's right to payment for the Products or Services. No payment or invoice approved by Buyer shall limit the Buyer's rights to dispute any of the

charges invoiced or to claim unsatisfactory performance under the Order, and shall not be construed as Buyer's acceptance of any Products or Services.

除非订单中另有规定，供应商应当不迟于交付或提供服务完成后的下一个月第十（10）日交付该等发票。迟于该月份的第十（10）日交付的发票应被视为在下个月的第一日交付。未能在该等发票应被交付的日期之后的六（6）个月内交付发票视为供应商放弃和免除就产品或服务获得付款的权利。买方进行的任何付款或对发票的任何批准不应限制买方对已经开具发票的任何费用提出异议或对订单项下未能令其满意的履行提出索赔的权利，也不应被解读为买方对任何产品或服务的接受。

- 6.3. **Taxes.** All taxes on the performance of Services, production, Delivery or sale of the Products required by Applicable Law and Regulations, including customs fees, shall be paid by Supplier. Buyer shall be responsible only for taxes, which under Applicable Law and Regulations Buyer is required to pay.

税务。所有根据适用法律和法规要求需要缴纳的关于服务、生产、交付或者产品销售的税款（包括海关费用）均应由供应商支付。买方仅就根据适用法律和法规应由其支付的税款负责。

- 6.4. **Withholding and Deduction.** Buyer may set off against the payments of any amount otherwise payable to Supplier hereunder or pay on behalf of Supplier, such taxes and other sums, if any, as required by any Applicable Law and Regulations or which would otherwise result in a lien or become an obligation of the Buyer. Buyer shall deliver to Supplier official tax receipts, certificates or other appropriate evidence issued by the relevant authorities in respect of any sum so withheld and paid.

代缴和扣除。买方可以将税款或其他款项（如有）从本条件项下应向供应商支付的款项中扣除，或代表供应商进行支付（如果这是适用法律和法规所要求的、或构成留置或买方义务）。买方应就该等代缴和支付的款项向供应商交付由相关机构出具的官方纳税收据、证明或其他合适的凭据。

7. WARRANTIES AND REMEDIES NOTIFICATION OF CHANGE

保证和救济变更通知

- 7.1. **Warranties.** Without limiting the rights that Buyer may otherwise have under Applicable Law and Regulations, Supplier represents and warrants that Products and Services:

保证。在不限制买方在适用法律和法规项下享有的权利的前提下，供应商就产品和服务做出如下陈述和保证：

- 7.1.1. shall conform with: (i) technical and professional specifications attached to the Order and technical information mutually agreed in writing as

applicable to the Order after its execution or issuance, (ii) plans and/or drawings and/or scope of work documents approved in writing by Buyer, and (iii) Supplier's catalog description, publicly available technical information and standard specifications but only to the extent that they do not contradict or derogate from such Order;

产品和服务符合：(i) 订单所附的技术和专业规格和在订单签署或发出之后经双方书面同意的适用于订单的技术信息，(ii) 经买方书面批准的设计和/或图纸，和/或工作范围的文档，以及 (iii) 供应商的产品目录中的描述、公开可获得的技术信息和标准技术规格，但与订单矛盾或相违反的除外；

- 7.1.2. will be of best quality, merchantable, representing Supplier's latest model, and new (not reprocessed or refurbished) unless otherwise stated in the Order;

除非订单中另有说明，产品和服务具有最佳的品质和适销性、代表了供应商最新的型号，并且应当为全新（非再加工或翻新件）；

- 7.1.3. shall comply with all formal standards and GEP (Good Engineering Practice) rules, and shall conform to the highest engineering and workmanship standards of the relevant industry known at the time of manufacture, and be free of any defects or deficiencies in material or workmanship;

产品和服务符合所有正式标准以及工艺范例，并且符合在制造时相关行业已知的最高工程和工艺标准，且在材料和工艺上无任何缺陷或瑕疵；

- 7.1.4. will be made or performed by qualified personnel, and will be free of any defects or deficiencies;

产品和服务由有资质的人员制造或提供，且无任何缺陷或瑕疵；

- 7.1.5. will be made or performed by professional and field staff personnel of Supplier and its subcontractors having the highest qualifications, experience and expertise for the type of work performed by such personnel and holding all required licenses, certificates and permits (including without limitation a working permit, if required);

产品和服务由供应商及分包商的专业外勤工作人员制造或提供，该等人员具备从事该类工作的最高资质、经验和专业技术，并且持有所有必需的执照、证书和许可（包括但不限于就业许可，若有）；

- 7.1.6. shall be fit for their intended purpose;

产品和服务能实现预期的用途；

7.1.7. shall meet the highest health, safety and quality standards established and promulgated under Applicable Laws and Regulations, including without limitation, applicable environmental regulations. If Supplier does not conduct business in the place for Delivery or performance, Buyer shall notify Supplier of the requirements under such standards in Buyer's technical specifications for the Products or otherwise;

产品和服务满足适用法律和法规所确立和规定的最高的健康、安全和质量标准，包括但不限于所适用的环境法规。如果供应商不在交付地或提供服务地开展业务，买方应在其产品技术规格或其他文件中告知供应商该等标准项下的要求；

7.1.8. shall be Delivered to Buyer free and clear of all liens, taxes, rights of third parties and/or encumbrances; and

交付给买方的产品和服务上不存在任何留置权、税款、第三方权利和/或财产负担；并且

7.1.9. will not infringe any patent, copyright, industrial design, any other intellectual property right relating to the Products or Services or their intended use, trade secrets or any other intellectual property rights of third parties.

产品和服务不侵犯任何专利、著作权、工业设计、与产品和服务或其预期用途相关的任何其他知识产权、商业秘密或任何其他第三方的知识产权。

7.2. **Defect or Deficiency Warranty and Remedy.** Without derogating from any of Buyer's rights under any Applicable Law and Regulations, if at any time before the expiration of the later of: (i) the warranty period under Supplier's express warranty; (ii) twelve (12) months after the date of Delivery; or (iii) twelve (12) months after the date of the completion of the Services or installation of the Products to the satisfaction of Buyer, Buyer discovers any defect, deficiency or nonconformity with Supplier's warranties hereunder, Buyer shall notify Supplier and Buyer shall have the option (i) to allow Supplier, at its sole expense, to promptly repair such Products, or re-perform the Services, or (ii) to allow Supplier, at its sole expense to replace such Products with conforming Products, re-perform Services within the time frame set by Buyer in a written notification, or (iii) to return any such Products at Supplier's expense or refuse re-performance of any Services, and Supplier shall refund to Buyer any payment made by Buyer for such returned Products or Services, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup. Supplier shall be solely liable for all damages and claims arising out of the supply of defective or non-conforming Products or Work Products, regardless of whether Buyer has accepted, used or made payment for such Products.

缺陷或瑕疵保证及救济。在不损害适用法律和法规项下买方的任何权利的前提下，如果买方在下述期限中最晚到期者到期之前发现任何缺陷、

瑕疵或与供应商在本条件项下的保证不一致之处：(i) 供应商明示的质量保证期；(ii) 交付日后的十二 (12) 个月；或 (iii) 服务提供完成或产品安装完成且令买方满意后的十二 (12) 个月，买方应通知供应商并且买方有权选择 (i) 允许供应商立即修理该等产品或重新提供服务，费用由供应商自行承担，或 (ii) 允许供应商在买方书面通知设定的时间范围内以合格的产品替换该等产品或重新提供服务，费用由供应商自行承担，或 (iii) 退还任何该等产品（费用由供应商承担）或拒绝任何服务的重新提供，并且供应商应当退还买方就该等退还的商品或服务支付的费用，包括备有证明文件的运输费用和所有适用的税款、费用、关税和其他相关费用和任何相关利润收入。供应商应自行承担所有的损失并自行对因提供缺陷或不合格产品或工作产品所引起的索赔负责，无论买方是否已经接受、使用了该等产品或就该等产品进行了任何支付。

- 7.3. **Warranty Extension.** Any Product repaired or replaced or Services re-performed under this Section shall be warranted on the same basis as provided in Section 7.2. Buyer may, at its discretion, repair any Product at the cost of Supplier or complete or re-perform any Services by itself or through third parties. Supplier shall promptly reimburse Buyer for any cost in connection with same and shall not be relieved of its warranties herein. These Conditions do not limit the rights of Buyer with respect to latent defects.

延长保证期。 本条项下的任何修理或替换的产品或重新提供的服务应得到第 7.2 条项下相同的质量保证。买方可以选择自行修理任何产品，费用由供应商承担，或由买方自身或通过第三方完成或重新提供服务。供应商应立即补偿买方因采取上述行动而支出的任何费用，且供应商于本条件项下所做的保证不会因此而被免除。本条件并不限制买方对潜在缺陷所享有的任何权利。

- 7.4. **Prohibition of Change or Substitution.** Supplier shall not deliver any substitutions or equivalent products of any Products and Supplier shall not modify, in a material fashion, the production process of Products without Buyer's prior written consent. This includes modifications of raw materials, process and production and/or manufacturing or packaging location, construction materials or components of equipment, quality control and analytical methods, final Product specifications or packaging. In case the Supplier is a distributor of a third party manufacturer, the above shall also apply to the change of manufacturer, and the Supplier shall not change such manufacturer without the Buyer's prior written consent, and shall be responsible to ensure the manufacturer is also bounded by the same obligations and undertakings as included in this sub-section.

禁止变更及使用替代品。 供应商不得交付任何产品的替代品或同等产品，并且供应商不得在未获得买方事先书面同意的情况下实质性地改变产品

的生产流程，其中包括对于原材料、加工和生产和/或制造或包装地点、建筑材料、设备组件、质量控制和分析方法、最终产品规格或包装的改变。如果供应商是第三方生产商的经销商，生产商变更时前述约定同样适用。同时，在没有买方书面同意之前，供应商不得变更生产商，并应保证生产商变更后同样承担相应的义务和责任。

- 7.5. **Product Discount.** If any Product contains a defect, deficiency or nonconformance, Buyer may, in its sole discretion, accept such Product and negotiate with Supplier a discount to the price set forth in the Order. Supplier shall reimburse to Buyer any payment made by Buyer in excess of the revised price pursuant to the discount set forth herein. Acceptance of such Product shall in no event be deemed a waiver of any warranty by Supplier.

产品折扣。 如果任何产品存在瑕疵、缺陷或不合格，买方可以自行决定接受该等产品并且与供应商协商对订单中载明的价格给予一定的折扣。供应商应当根据折扣幅度返还买方已支付的超出修改后价格的价款。对于该等产品的接受在任何情况下均不应被视为免除供应商的任何保证。

8. **INDEPENDENT CONTRACTOR STATUS.**

独立承包商地位

The Supplier is an independent contractor. Nothing in this Contract shall be construed to create relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between Supplier and any of its employees, agents, on anyone on their behalf, and Buyer. Supplier shall have no authority to act as agent for, or on behalf of, the Buyer, or to represent the Buyer, or bind the Buyer in any manner.

供应商是独立承包商。本合同中的任何内容不得解释为在供应商（及其任何雇员、代理、或代表他们的任何人）与买方之间创设雇主与雇员关系、本人与代理人关系、合伙或合资关系、或任何其他有信义义务的关系。供应商无权代理买方或以买方名义行事、或代表买方、或以任何方式约束买方。

9. **INDEMNIFICATION:**

补偿

Supplier shall defend, indemnify and hold Buyer, its Affiliates and their respective employees, agents and representatives, harmless against any and all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including litigation costs and attorneys' fees) (“**Claims**”), including without limitation, Claims for personal or bodily injury or death of a person or damage to property in any way related to the performance of this Contract, arising out of or in connection with: (i) any breach of Supplier’s representations, warranties or covenants made pursuant to the Contract, (ii) the

supply of defective Products, including any Products having a latent defect; (iii) any actual or alleged infringement of any third party's rights including copyright, patent, trademark or any other intellectual property rights, in connection with the Product or the known use thereof or the Services; (iv) injury to person (including death) or damage to property in any way arising out of performance of the Order, including claims brought by any employee of Buyer or Supplier or involving the presence of any person upon Buyer's premises, unless such injury results solely from the gross negligence or willful misconduct of Buyer or such Affiliate; or (v) any incident in connection with the performance of the Contract involving bodily injury, death or property damage, or any violation or alleged violation of any Applicable Law or Regulations, including without limitation, any pollution damage whatsoever, unless any incident, spill or pollution and associated cleanup results solely from the gross negligence or willful misconduct of Buyer.

供应商应保护、补偿买方、其关联方及其各自的雇员、代理与代表，使其免于承担任何所有索赔、要求、法律程序、损失、损害、责任、瑕疵、成本与费用（包括诉讼成本与律师费用）（“**索赔**”），包括但不限于由以下引起、或与之关联的、与履行本合同相关的任何方式的针对人身伤害、人员死亡或财产损失的索赔：(i) 供应商违反根据本合同所作的陈述、保证或约定；(ii) 供应商供应存在缺陷的产品，包括存在潜在缺陷的任何产品；(iii) 与产品或服务相关的、或产品的已知用途相关的，对任何第三方权利（包括著作权、专利、商标或任何其他知识产权）的任何实际或指称的侵权；(iv) 因履行订单而以任何方式造成的人身伤害（包括死亡）或财产损失，包括买方或供应商任何雇员提出的请求，或涉及在买方场地在场人员的请求，除非该等损害结果皆因买方或该关联方的故意不当行为或重大过失所致；(v) 与履行合同相关联的、涉及人身伤害、死亡或财产损失、或违反或指称违反任何适用法律或法规的任何事件，包括但不限于任何污染损害，除非任何该等事件、泄露或污染以及相关清理结果皆因买方故意不当行为或重大过失所致。

10. INSURANCE

保险

- 10.1. Supplier shall maintain, during the period of the Order and at all relevant times thereafter during which Supplier may be liable for damages, sufficient insurance in types and amounts customary for the type of business it conducts, and, in any event, reasonably adequate to cover any liabilities arising out of its obligations under the Contract or under Applicable Law and Regulations. Without derogating from the above, the Supplier shall ensure sufficient insurance for all the risks associated with the Services performed under this agreement, including among others employers' liabilities, and with respect to Product/s, Supplier shall insure the Product/s for its account, in its name, and

at its expense until the delivery point. Furthermore, Supplier shall remain liable for loss of or damage to the Product should it do, omit to do, permit or suffer to be done anything that in any way vitiates or renders such policies void or voidable. Upon Buyer's request and to Buyer's satisfaction, the Supplier shall furnish the Buyer with appropriate Certificate of Insurance for the above insurance policies.

在订单期间以及此后供应商可能对损害承担责任的全部相关期间，供应商应保持品种与数量上通常符合其经营业务类别的充分的保险，且在任何情况下，该等保险应合理地涵盖由本合同项下或适用法律与法规项下的义务可能引发的任何责任。在不违反前述约定的情况下，供应商应保证为所有履行服务/交付商品中产生的风险，包括其员工的责任投保足额保险，供应商应为其自身、以其名义、自担费用为产品投保直至交付时点。此外，如果供应商作为、不作为、允许或被迫从事任何行为并且以任何方式损害该保险效力或致使该保险无效或可撤销，供应商应持续对产品的损失或损害承担责任。在买方的要求或买方接受的情况下，供应商应当向买方提供前述保险政策对应的保险证书。

- 10.2. Any agreed INCOTERM will add and not derogate from Supplier's insurance obligations under this clause unless specifically agreed otherwise and stipulated in writing in the applicable Order.

任何已同意的国际贸易术语将增加并不得减少供应商在本条款项下的保险义务，除非另行明确达成一致且在相关订单中有书面约定。

11. CONFIDENTIAL INFORMATION

保密信息

- 11.1. **Obligation of Confidentiality.** Supplier shall keep and cause its employees to keep confidential and not to disclose, and except for the purpose of providing the Products or Services, not to use any technical information, data and information concerning the business, research plans or activities of Buyer, its Affiliates, or third parties or the premises of any them which are made available (whether in writing or orally or by observation) to Supplier and its employees by Buyer or its Affiliates or which result from the Products or Services under any Order (hereinafter, "**Confidential Information**"). Supplier agrees not to make any unauthorized disclosure of any similar information of third parties to Buyer or its Affiliates. If Supplier is obliged to disclose Confidential Information under applicable law, Supplier shall deliver promptly to Buyer a prior written notice of such required disclosure and shall not disclose such before reasonable time is provided to Buyer to reject to such disclosure.

保密义务。 供应商应保密并促使其雇员保密，不得披露买方或其关联方向供应商及其雇员提供的（无论以书面、口头或通过观察的形式）或者

因任何订单下的产品或服务而提供的任何与买方、其关联方或第三方的业务、研究计划或活动、或上述主体中任何方的场地相关的技术信息、数据和信息（在下文中称“**保密信息**”），并且除非出于提供产品或服务的目的，供应商不得并应促使其雇员不得使用保密信息。供应商同意不将任何第三方的类似信息向买方或其关联方做出任何未经授权的披露。如果供应商基于适用法律有义务披露保密信息，供应商应立即向买方就该等所要求的披露发出事先书面通知，并且不应在给予买方合理时间拒绝该种披露之前做出披露。

- 11.2. **Exceptions to Confidential Information.** “Confidential Information” shall not include information which Supplier can prove (a) is in the public domain at the time of disclosure hereunder and was not previously disclosed by Supplier; or (b) becomes part of the public domain through no fault of Supplier; or (c) is received by Supplier from a third party without restriction and without breach of any agreement between Supplier and such third party, provided that such information was not obtained by said third party directly or indirectly from Buyer; or (d) is in the possession of Supplier at the time of disclosure and which was not acquired directly or indirectly under obligations of confidentiality to Buyer.

保密信息的例外。“保密信息”不包括下列信息：（a）供应商可以证明该信息在作出本条件项下的披露时已进入公共领域，并且此前非由供应商披露；（b）供应商可以证明该信息非因供应商的过错而进入公共领域；（c）供应商可以证明该信息系供应商自不受限制的第三方处接收，且不违反任何供应商与该第三方协议，条件是该信息非由上述第三方直接或间接地从买方处获得；或者（d）供应商可以证明该信息系作出披露时由供应商所有的且并非在对买方负有保密义务的情况下直接或间接取得。

- 11.3. **Limited Disclosure.** Supplier shall limit disclosure of the Confidential Information only to those of its employees, officers, consultants and/or affiliates or subcontractors (“**Permitted Recipients**”) who have been informed of the confidential nature of the information and have agreed prior to disclosure to comply with Supplier’s obligations hereunder and shall be permitted to be disclosed to such Permitted Recipients only to the extent necessary required for such Permitted Recipient to complete its assigned task. Supplier hereby assumes full responsibility for the preservation of the Confidential Information by all such Permitted Recipients.

有限披露。供应商应仅向其雇员、管理人员、顾问、和/或关联方或分包商（“**允许接收人**”）披露保密信息（该等人士应当已经知悉信息的保密性质并且在披露前已同意遵守本条件项下供应商的义务），并且保密信息仅允许在允许接收人完成所分配的任务的必要限度内向允许接收

人作出披露。供应商在此对全部该等允许接收人对保密信息的保存承担全部责任。

- 11.4. **Supplier's Information.** Buyer shall have no obligation of confidence with respect to any information disclosed to it by Supplier unless specifically provided for in a separate, written confidentiality agreement.

供应商的信息。 买方不应对供应商向其披露的任何信息负有保密义务，除非有单独的书面保密协议明确约定。

- 11.5. **Return of Confidential Information.** Upon completion of the Contract or at any time at the request of Buyer, Supplier shall promptly return to Buyer any Confidential Information which is in its or its Permitted Recipients possession, including all copies and abstracts thereof and shall destroy all media containing any portion of Confidential Information.

保密信息的返还。 当合同履行完毕或应买方要求的任何时候，供应商应立即将其占有或其允许接收人占有的任何保密信息返还买方，包括保密信息的所有备份和摘要，并应销毁含有保密信息任何部分的全部媒介。

- 11.6. **Consequences of Breach.** Supplier acknowledges that any breach of the obligations in this Section 11 will result in irreparable harm for which Buyer shall have no adequate remedy at law. Accordingly, upon a breach or threatened breach of the confidentiality obligations herein, Buyer shall be entitled, without showing or proving any actual damage sustained, to a temporary restraining order, preliminary injunction, permanent injunction, order compelling specific performance, or other appropriate remedies to prevent the breach or threatened breach of such obligations. In the event of any successful action or proceeding arising out of these Conditions, whether for declaratory remedy or other remedy, Buyer shall be entitled to its reasonable costs and attorneys' fees.

违反的后果。 供应商认可对本第 11 条义务的任何违反将导致买方遭受法律不足以充分救济的、不可挽回的损失。相应地，对于本条件项下保密义务的违反或潜在违反，买方应有权（不须指出或证明实际遭受了任何损害）申请临时禁令、初步禁令、永久禁令、特别履行强制令或其他适当的救济以防止违反或潜在违反该义务。对于由本条件引发的任何胜诉的行动或程序，不论是宣告性救济或其他救济，买方应有权主张合理的成本与律师费。

- 11.7. **Insider Trading.** Supplier shall keep Buyer's company information, as defined in any applicable securities law, confidential and shall not use such information for its own or any third parties' benefit.

内幕交易。 供应商应按照适用的证券法律的规定对买方的公司信息保密，并不得为自身或任何其他第三方利益而使用该等信息。

12. OWNERSHIP OF MATERIALS, DOCUMENTS, DRAWINGS AND SPECIFICATIONS

材料、文件、图纸和规格的所有权

- 12.1. **Ownership of Materials.** Any and all materials and/or items provided by Buyer to Supplier in connection with the Order shall remain, at all times, the property of Buyer. All such property shall be identified and marked by Supplier as Buyer's property, used by Supplier only for the Order and adequately insured for Buyer's protection. Supplier shall assume all liability for the utilization of the Buyer's property in accordance with the provisions of the Order. If such property is to be returned to Buyer, it shall be returned in good condition, save reasonable "wear-and-tear". Supplier shall pay Buyer for any of Buyer's property damaged or otherwise not returned or accounted for by Supplier, and the value of the property shall be as determined by Buyer in good faith based upon supporting documentation to be provided by Buyer upon Supplier's request. Supplier shall furnish a written receipt for such items to Buyer but failure to do so shall not prejudice the provisions hereof. Buyer shall have the right to remove such property from Supplier's facility at any time and without giving reason for such removal. Supplier shall not sell, consign, deliver or otherwise alienate such property, or any part thereof, to any third party without prior written consent of Buyer.

材料的所有权。 买方向供应商提供的与订单相关的任何以及全部材料和/或物品应始终保持为买方的财产。全部此类财产应由供应商标识为买方的财产，供应商仅为订单而使用，并为保护买方而购买足额的保险。供应商应根据订单约定为使用买方财产承担全部责任。如果该财产将被返还买方，其应被完好无损地返还，但合理的“自然磨损”除外。买方财产的任何损失，或供应商未能归还该财产或说明去向的，供应商应向买方进行偿付，并且财产的价值应由买方诚信地基于应供应商要求而由买方提供的支持文件来决定。供应商应就该等物品向买方提供一份书面收据，但未履行上述事项不得影响本条件的其他约定。买方应有权于任何时间，无需说明理由地，自供应商处取走该财产。未经买方事先书面同意，供应商不得销售、委托销售、交付或以其他方式转移该财产或其任何部分于任何第三方。

- 12.2. **Limited License.** Supplier grants to Buyer and its Affiliates, hereby, a limited license, royalty free to use all drawings, field notes, specifications, software, and any other documents and materials, whether written, audio, or video or in any other media, which have been provided by Supplier to Buyer under the Order.

有限许可。 供应商在此授权买方及其关联方，以有限许可、免许可费的方式使用供应商在订单项下提供给买方的全部图纸、现场记录、规格、

软件，以及任何其他文件与材料（无论是书面、音频、或视频或其他形式的媒介）。

- 12.3. **Notice of Loss.** Supplier hereby undertakes to promptly inform Buyer in writing of any loss or damages to any materials, items or documents supplied by Buyer.

损失通知。 供应商在此承诺，如果买方提供的任何材料、物品或文件发生任何损失或损害，将以书面形式立即通知买方。

13. PUBLIC ANNOUNCEMENTS; USE OF BUYER'S TRADEMARK

公开声明；买方商标的使用

Supplier shall not issue any press releases or announcements or post on any website or otherwise advertise its business with Buyer without the prior written approval of Buyer which shall not be unreasonably withheld when required by Applicable Laws and Regulations or by the rules of the stock exchange on which its or its Affiliates shares are traded. Supplier shall not, without the prior written consent of Buyer, use the name or any trade name or trademark of Buyer or its Affiliates in any advertising or communications to the public in any format except as necessary to supply Products in accordance with the Contract.

供应商不得在没有征得买方事先书面同意的情况下在任何网站上发布任何新闻报道、公告或布告，或以其他方式推广其与买方的业务，但在适用法律与法规、或买方或其关联方股份所挂牌交易的证券交易所规则有要求的情况下，买方无正当理由不得拒绝前述披露要求。在未经买方事先书面同意的情况下，供应商不得在向公众发出的任何广告或通信中使用买方或其关联方的名称、任何商号或商标，除非出于根据本合同供应提供产品的必要。

14. AUDIT

审计

- 14.1. **Maintenance of Books and Records.** Supplier shall maintain and preserve, consistent with generally accepted accounting procedures, documentation and data (including but not limited to written and electronic records, books of account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) pertaining to the supply of Products or performance of Services and Supplier's other obligations under this Contract.

账簿和记录的保存。 供应商应当根据通常所接受的会计流程保存和留存关于本合同项下的产品供应、或服务履行以及供应商其他义务的文件和数据（包括但不限于书面的和电子的记录、会计账簿、通信、计划、备忘录、收据以及相关系统与控制文件）。

14.2. **Audit.** At all reasonable times, Supplier shall permit employees and agents of Buyer, at no additional cost to Buyer, to examine and/or reproduce such documentation and data and to interview Supplier's personnel in connection therewith, as necessary for Buyer to monitor and/or verify compliance with the Contract.

审计。在任何合理时间，在买方有必要监控和/或审核是否符合合同时，供应商应当允许买方的雇员和代理，在买方不发生额外支出的情况下，检查和/或复制该等文件与数据，并就前述文件与数据对供应商的员工进行访谈。

14.3. **Term.** The provisions of this Article 14 shall be applicable during the fulfillment of the Order and thereafter for a period of three (3) years or such longer time as required by Applicable Law and Regulations. If errors or deficiencies are identified by an audit or otherwise, Supplier shall take prompt corrective action and advise Buyer thereof.

期限。本第 14 条的约定应在订单履行及其后三（3）年内或适用法律与法规所要求的更长期间内有效。如果通过审计或以其他方式发现了错误或瑕疵，供应商应当立即采取改正措施并将该等错误或瑕疵通知买方。

15. RIGHTS AND REMEDIES

权利及救济

15.1. **Remedies Cumulative.** The remedies of Buyer, provided for in these Conditions are cumulative and shall be in addition to other remedies available to Buyer under the Contract or at law.

可累积救济。本条件下提供的买方救济是可以累积的，并且应当是买方在合同项下或在法律上可获得的其他救济途径之外的救济。

15.2. **Payment.** Any amount due to Buyer from Supplier hereunder shall be payable to Buyer within seven (7) days from the occurrence of circumstances which creates any right for payment to Buyer by Supplier.

支付。本条件项下供应商须支付给买方的任何到期款项应当在创设供应商向买方支付款项的任何权利的情形发生后七（7）日内支付给买方。

15.3. **Set Off.** Buyer may withhold or setoff from any future payment to Supplier, any sum paid to Supplier in excess of the amount due to Supplier or any amount due to Buyer from Supplier hereunder or for any other reason.

抵销。买方可以从未来应对供应商进行的任何支付款项中预扣或抵销任何已支付给供应商但超出应支付给供应商的任何金额，或在本条件项下或基于任何其他原因供应商须支付给买方的任何到期金额。

15.4. **Irrevocable Instructions to Affiliates of Buyer.** In the event that Supplier owes any amount to Buyer under the Contract, Supplier hereby assigns to

Buyer the receivables Supplier will be entitled to receive from Affiliates of Buyer at the time such amount becomes due and payable. Such assignment shall not exceed the total amount owed by Supplier to Buyer at the time Buyer demands payment from its relevant Affiliates. No further instrument or notice shall be required in order to exercise this assignment to Buyer and Supplier hereby releases the Affiliates of Buyer from any claim with respect to such receivables.

对买方关联方的不可撤销的指示。如果供应商在本合同项下欠付买方任何金额，供应商特此向买方转让供应商在该等款项到期应付之时有权从买方的关联方收取的应收账款。该等转让不得超过在买方要求其相关关联方支付之时供应商欠付买方的总数。为行使该等向买方的转让，无需进一步文件或通知，且供应商特此不再向买方的关联方就该等应收账款提出有关主张。

- 15.5. **Interest Upon Default.** Any and all amounts due to Buyer from Supplier shall accrue interest at an annual rate of LIBOR plus five percent (+5%), accrued on a monthly basis, from the date such payment is due until full payment.

违约利息。供应商向买方支付的任何及所有到期金额应当按月累算利息，利率为伦敦银行同业拆借利率的年利率加上百分之五（5%），计算期间从该等款项到期之日起算至付清为止。

- 15.6. **Infringement Claims of Third Parties.** If Supplier believes that the sale or use of any Product or Work Product or the performance of Services required by an Order may infringe the intellectual property rights of third parties, Supplier shall, at its own expense, either (i) obtain for Buyer and its customers, the right to continue using such Product or Work Product, (ii) replace such Product or Work Product with a substantially identical product that is functionally equivalent and non-infringing, (iii) modify the Product or Work Product (if possible) so that it becomes non-infringing, provided no loss of anticipated benefit is received by Buyer, or (iv) modify the method of performance of Services to a non-infringing method, or (v) remove or not provide such Product or Work Product and refund to Buyer the full price, including transportation and installation costs (where applicable), of any such Product or Work Product; provided, however, if any of the foregoing are proposed by Supplier as a means of settling an infringement action against Buyer for which Supplier is providing a defense, Buyer shall have the right to approve any settlement prior to it becoming final; and provided further that Supplier shall have received Buyer's prior written approval of the remedies described in clauses (ii) through (iv) above.

第三方的侵权主张。如果供应商认为销售或使用订单所要求的任何产品或工作产品或服务履行可能侵犯第三方的知识产权，供应商应当自行承担费用 (i) 为买方及其客户取得继续使用该等产品或工作产品的权利，(ii) 以功能上相当且不侵权的实质上一致的产品代替该等产品或工作

产品， (iii) 修改产品或工作产品 (如果可能) 使得其不再侵权，条件是买方无预期收益的损失， (iv) 将服务履行的方法修订为不侵权的方法，或 (v) 移除或不提供该等产品或工作产品，并将任何该等产品或工作产品的全部价格返还给买方，包括运费和安装费用 (如适用)；但条件是， (1) 如果供应商正在为针对买方的一项侵权之诉提供抗辩，而供应商提出前述任何一项作为解决该等侵权之诉的方式，买方应当有权在任何解决方案最终确定前进行批准；并且 (2) 对于上述 (ii) 款到 (iv) 款规定的救济的实施，供应商应当取得买方的事先书面批准。

16. GOVERNING LAW AND DISPUTE RESOLUTION

法律适用及争议解决

16.1. **Governing Law and Waiver of Sovereign Immunity.** The validity, interpretation and construction of the Contract and the rights and obligations of the parties shall be governed by and construed in accordance with the law of the state or country where Buyer's principal place of business is located, without reference to its principles of conflicts laws. Buyer and Supplier agree that the UN Convention on Contracts for the International Sale of Goods does not apply.

法律适用及主权豁免的放弃。 本合同的效力、解释和解读以及双方的权利义务应当适用买方主要营业地所在州或国家的法律 (不包括冲突规范) 并据其解释。买方和供应商同意不适用联合国国际货物销售合同公约。

16.2. **Internal Resolution.** Supplier and Buyer shall use reasonable efforts to resolve any dispute which may arise under these Conditions through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve a dispute. In the event that negotiations do not result in a mutually acceptable resolution, the dispute shall be handled in accordance with Section [16.3](#).

内部解决。 供应商和买方应当尽合理努力通过友好协商解决可能在本条件下产生的任何争议。每一方应当提名一名其管理层的高级代表在双方一致同意的任何地点会面以解决争议。如果协商未能达成可一致接受的解决方案，则应当根据第 16.3 条解决争议。

16.3. **Exclusive Jurisdiction.** Supplier and Buyer hereby acknowledge and submit to the sole and exclusive jurisdiction of the competent court in the city and state or country where the principal offices of Buyer are situated at the time of dispute.

排他管辖。 供应商和买方特此认可并将争议提交至争议发生时买方主要营业地所在城市 and 州或国家有管辖权的法院由其唯一和排他管辖。

16.4. In the event of any dispute, Supplier shall not suspend the supply of Products or performance of Services, unless otherwise decided by a competent court.

如有任何纠纷，除非有管辖权的法院另行决定，决定期间供应商不得中止产品的供应或服务的提供。

17. MISCELLANEOUS

其他

17.1. **Entire Order.** Each Order and these Conditions constitute the entire Contract between Supplier and Buyer for the purchase of Products and/or Services under the Order, and supersedes all prior negotiations, representations or other agreements, either oral or written related to the subject matter hereof.

完整订单。每个订单和本条件构成供应商和买方之间在订单项下购买产品和/或服务的完整合同，并取代所有之前与本条件主旨相关的口头或书面的商谈、陈述或其他协议。

17.2. **Order Assignment.** Supplier will not assign, pledge or transfer to any third party, by operation of law or otherwise, any rights or obligations hereunder without the prior written approval of Buyer. Any such assignment, pledge and/or transfer to a third party without Buyer's prior written approval will be voidable at the option of Buyer. Buyer may assign this Order or any of its rights or obligations hereunder to any of its Affiliates.

订单转让。未经买方的事先书面批准，供应商不得通过法律运用或以其他方式向任何第三方转移、质押或转让本条件项下的任何权利或义务。买方可以选择认定未经买方事先书面批准的任何该等向第三方进行的转移、质押和/或转让为无效。买方可以把此订单或本合同项下其任何权利或义务转让给其任何关联方。

17.3. **Headings.** The headings and subheadings of articles and clauses of these Conditions or any Order, are used for convenience, ease of reference only, and shall not be used to construe or interpret the provisions of these Conditions or any Order.

标题。本条件或任何订单条款的标题及副标题只是出于便利以及易于参阅而使用，不得用于解释或解读本条件或任何订单的条款。

17.4. **Severability.** If any provision or portion of these Conditions or any Order incorporating these Conditions shall be adjudged invalid, illegal or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of these Conditions or the Order shall be deemed omitted and the remaining provisions shall remain in full force and effect.

可分性。如本条件或任何包含本条件的订单的任何约定或任何部分被有管辖权的法院或由于任何适用法律的运用被认定为无效、不合法或不可

执行，本条件或订单的该等约定或该等部分应当视为被删略，其余约定应当仍然完全有效。

- 17.5. **Waiver.** No waiver by a party of a right or default under these Conditions permitting Buyer to obtain Products through the issuance of Orders or the Contract formed by each Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.

放弃。对于允许买方通过签发订单而取得产品的本条件或者由各个订单组成的合同项下的权利或违约，如果一方对该等权利或违约进行放弃，除非以书面形式作出，否则该等放弃均为无效。该等放弃不视为对类似性质或其他类型的后续权利或违约的任何放弃。

- 17.6. **Further Assurance.** Supplier undertakes at the request of Buyer to do all such acts and to execute all such documents as Buyer may from time to time require in order to allow Buyer to carry out the provisions of these Conditions or any Order, or to bring them into full force and effect.

额外保证。供应商承诺，应买方的要求，其将采取所有买方可能不时要求的行动并签署所有买方可能不时要求的文件，以使得买方能够履行本条件或任何订单的约定或使其完全生效。

- 17.7. **Notices.** All notices and other communications required or permitted hereunder to be given to Buyer or Supplier shall be in writing and include the applicable Order number together with Buyer's material symbols or other code numbers when furnished by Buyer and shall be delivered by email, fax or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, to the relevant party's address set forth above or such other address with respect to a party as such party shall notify each other party in writing as above provided. Any notice sent in accordance with this Section 17.7 shall be effective (i) if airmailed, five (5) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via Facsimile or E-Mail, upon transmission of electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission of electronic confirmation of receipt.

通知。在本条件项下要求或允许发送给买方或供应商的所有通知和其他沟通应当以书面形式作出，且应当包括相关订单号以及买方的材料标识或买方提供时的其他代码，并且应当以电子邮件、传真、预付邮资的保证邮件或挂号信、或亲自或通过通讯员等其他方式递送至上述载明的相关一方的地址或一方依照上述约定书面通知另一方的该方的其他地址。

(i) 如果是航空邮递，投递后第五（5）日起，(ii) 如果由通讯员递送，交付时起，且 (iii) 如果通过传真或电子邮件发送，电子收悉确认

发送之时或（如果于非工作日发送和收悉）电子收悉确认发送后的第一个工作日起，根据本 17.7 节发送的任何通知产生效力。

- 17.8. **Priority of Documents.** The Order shall be construed as complementary of these Conditions and any technical or other document by Buyer, however, in the event of any discrepancy, the documents shall be construed in the following order where the first document prevails over the document following it and so forth: (i) in the event that the parties to the Order have entered into a specific written contract pursuant to which the Order is issued, the terms of such contract shall prevail, (ii) the Order, (iii) these Conditions, (iv) the definitions in the INCOTERMS, (v) other documents descriptive of the Product or Services to be provided incorporated into the Contract by reference in the Order, provided such other documents are technical and do not change the rights or obligations of the parties. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Order and any specification, design or other technical requirement applicable to this Order, Supplier will immediately submit the matter to Buyer for resolution.

文件效力优先级。 订单应当视为本条件和买方的任何技术性或其他文件的补充，但是，如果存在任何不一致，这些文件应当依下述顺序来解释，其中第一个文件效力高于其后的文件，以此类推：（i）如果双方订立了特定书面合同且依据该合同签发订单，则该合同条款效力优先，（ii）订单，（iii）本条件，（iv）国际贸易术语的定义，（v）通过在订单中援引而纳入合同的描述拟提供产品或服务或其他文件，条件是该等其他文件是技术性的，并且不改变双方的权利和义务。如果供应商开始注意到此订单和可适用于此订单的任何说明、设计或其他技术要求之间有任何不明确、问题或矛盾，供应商应立即将该等事项提交给买方解决。

- 17.9. **Survival.** Any termination or expiration of this Contract for any reason shall not limit Supplier's warranties, obligations or liabilities given or arising prior to such termination or cancellation. For the avoidance of doubt, except as otherwise expressly provided, termination or expiration of this Contract, irrespective of the cause, shall not affect any rights or obligations which, from the context thereof, are intended to survive termination or expiration of this Contract.

存续。 本合同因任何原因终止或期限届满均不会限制供应商在该等终止或期限届满前作出的保证或产生的义务或责任。为避免歧义，除非另有明确约定，如果任何权利或义务依其上下文应当在本合同终止或期限届满后继续有效的，则本合同的终止或期限届满，不论其原因，均不会影响该等权利或义务。

- 17.10. **English Language.** The English version of this Contract shall be the official version of this Contract and any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation

between the English version and such translation, the English version shall control.

英语。 本合同的英文文本应当是本合同的正式文本，经翻译而成的任何其他语言不得成为正式文本，如果在英文文本和该等译文的解释之间存在任何冲突，则以英文文本为准。

ADDENDUM I

附件一

If the Product being purchased is a Special Ordered Product, the following Conditions apply in addition to the General Conditions set forth above:

如被采购的产品是特别定制产品，除上述通用条件外，还应适用下列条件：

1. In the event that Buyer orders Special Ordered Products, Supplier shall deliver to Buyer, prior to manufacture, drawings and all other relevant information pertaining to the design of such Products utilizing the specifications provided by Buyer (hereinafter, the “**Design Documents**”). Such drawings and information shall be delivered to Buyer within the period set forth in the relevant Order. In the event that Buyer has comments to the Design Documents, Supplier and Buyer shall confer between them to revise the Design Documents until the Parties reach agreed upon Design Documents. Supplier shall manufacture the Special Ordered Products in accordance with the Design Documents as approved by Buyer in writing. Approval by Buyer of the Design Documents shall not relieve Supplier of its responsibilities, warranties and liability under the Contract or under Applicable Law and Regulations.

如买方订购特别定制产品，在制造前供应商应向买方交付图纸和其他所有与利用买方提供的规格所进行的有关该等产品的设计的信息（以下简称“**设计文件**”）。该等图纸和信息应当在有关订单设定的期限内交付买方。如果买方对设计文件提出意见，供应商和买方应共同协商修改设计文件直至双方就设计文件达成一致。供应商应根据买方书面批准的设计文件制造特别定制产品。买方对设计文件的批准不免除供应商在合同和适用法律法规项下的义务、保证和责任。

2. Notwithstanding anything to the contrary above, Buyer shall, at all times, exclusively own all intellectual property rights anywhere in the world with respect to, and Supplier hereby transfers to Buyer, any intellectual property right Supplier may have and hereby waives any moral rights regarding, all Design Documents, drawings, field notes, specifications, software, and any other document and material, whether written, audio, or video or in any other media, and all other intellectual property made or developed by Supplier as a result of performing under an Order but only to the extent (i) specifically described as a deliverable in such Order, (ii) resulting solely from performance of the Order or (iii) containing intellectual property or Confidential Information of Buyer, all of which shall collectively be deemed as “work made for hire”.

即使存在与上述有相反的约定，就全部设计文件、图纸、现场笔记、规格、软件和其他任何文件和材料，无论是书面、音频、视

频或其他媒介，以及仅在下列范围内因供应商在订单项下的履行而创作或开发的所有其他知识产权：（i）在该等订单中特别描述为交付物（ii）完全是履行订单的结果或（iii）包含买方的知识产权或保密信息（上述所有知识产权均被视为“职务作品”），买方在世界各地始终排他地拥有全部知识产权，且供应商特此向买方转让任何供应商可能拥有的知识产权并特此放弃任何相关著作人身权。

3. To the extent that Supplier creates or develops any inventions, discoveries or improvements, including without limitation, patents, industrial designs, technical information, know-how, processes of manufacture or other intellectual property (collectively, “**Inventions, Discoveries or Improvements**”) arising from Supplier’s use of Buyer’s Confidential Information in the performance of Supplier’s obligations under this Contract, Supplier shall: (i) assign to Buyer each such Inventions, Discoveries or Improvements (whether or not patentable) that is conceived or first reduced to practice by Supplier, or by any person employed by or working under the direction of Supplier, in connection with Supplier’s use of Buyer’s Confidential Information; and (ii) promptly disclose in an acceptable form to Buyer all such Inventions, Discoveries or Improvements and cause Supplier’s employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world. To the extent that any works of authorship (including, without limitation, software and computer programs) are created in the performance of Supplier’s obligations under this Contract arising from use of Buyer’s Confidential Information, such works shall be considered “works made for hire”, and to the extent that such works do not qualify as “works made for hire”, Supplier hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein.

如在履行本合同项下义务时，供应商因使用买方保密信息而创造或开发了任何发明、发现或改进，包括但不限于专利、工业设计、技术信息、诀窍、制造流程或其他知识产权（合称“**发明、发现或改进**”），供应商应：（i）将每个与供应商使用买方商业秘密有关的，由供应商或供应商雇用的或在供应商指导下工作的人士所构思或首先付诸实践的该等发明、发现或改进（无论是否可取得专利）转让给买方；且（ii）以可接受的方式立即向买方披露全部该等发明、发现或改进，并促使供应商的员工签署使买方获得权利并在全世界范围内提出专利申请的任何必要文件。如任何有著作权的作品（包括但不限于软件和计算机程序）是在供应商使用买方保密信息履行本合同项下义务时创作，该等作品应视为“职

务作品”，如该等作品不符合“职务作品”的标准，供应商特此向买方转让该等作品的全部著作权和著作人身权中的全部权利、所有权和利益。

4. Buyer shall have the right to reject any manufacturing method or use of any equipment or materials in the manufacture of such Special Ordered Products. At the request of Buyer, Supplier shall use commercially reasonable efforts to expedite manufacture or assembly (as the case may be) of the Special Ordered Products or performance of Services.

买方有权拒绝任何制造方式，或拒绝在制造该特别定制产品中使用任何设备或材料。经买方要求，供应商应尽商业上合理努力以加快特别定制产品的制造或安装或服务的提供（视具体情况而定）。

5. If the Special Ordered Product includes equipment, Buyer will have the right, however not the obligation, to inspect any materials, protocols, manufacture, assembly and/or installation of any and all such equipment including in any place where work is being performed with respect to such Special Ordered Products.

如果特别定制产品包括设备，对于该等特别定制产品，买方有权（但无义务）在任何开展工作的地方检验任何及所有该等设备的任何材料、草图、制造、装配和/或安装。

6. Prior to completing the manufacture of any Special Ordered Product or component thereof which includes parts which are not visually accessible after completion of such manufacture, Supplier shall inform Buyer, in advance, to enable Buyer to inspect such parts or the method of their assembly. Buyer shall give Supplier a reasonable advance notice of such inspection. Such inspection may be performed by any person designated by Buyer and notified to Supplier.

在任何特别定制产品或其部件（包含制造完成后不可见的零件）制造完成之前，供应商应提前通知买方使买方能够检验该零件或其组装方式。买方应就该检验向供应商发出合理的提前通知。该检验由买方指定并通知供应商的任何人员进行。

7. In addition to other insurance required elsewhere in this Contract, Supplier shall procure, at a minimum, any statutory coverage including worker's compensation (or equivalent) in accordance with the laws where the Product is produced, a primary third party commercial general liability policy, that includes coverage for blanket contractual liability assumed hereunder, in an amount which shall be of no less than US \$3,000,000 per event. This primary general liability policy limit may be satisfied by aggregating with an Umbrella Insurance policy that follows the form of the primary policy, but the primary general liability policy

limit cannot be less than US \$1,000,000 per occurrence. All commercial general liability insurance policies carried by Supplier required hereunder shall name the Buyer as an additional insured and all workers compensation (or equivalent) and Employers Liability insurance policies shall include a waiver of subrogation (if allowable by law) against the Buyer. The policies required by the Supplier shall apply as primary and noncontributory with respect to any other insurance maintained by the Buyer. Supplier shall deliver to Buyer a certificate of insurance issued by its insurer evidencing the required coverage and meeting the conditions set forth in this Contract.

除了本合同另有要求的其他保险，供应商应购买最低限度的任何法定保险，包括产品生产地法律规定的工伤赔偿险（或同类保险），覆盖本条件项下所承担的全部合同性责任、金额不少于每一事件 3,000,000 美元的基本第三方商业综合责任险。该基本综合责任险限额可以通过叠加遵循基本保险形式的伞护式保险得以满足，但基本综合责任险限额不得少于每次出险 1,000,000 美金。本条件项下要求供应商负担的全部商业综合责任险应把买方列为附加被保险人，且全部的工伤赔偿险（或同类保险）和雇主责任应当包含放弃针对买方的代位求偿权（如法律允许）。对于买方维持的任何其他保险，供应商要求的保单应当优先且非分摊。供应商应向买方交付保险人发放的保险证书，以证明该保险已覆盖所要求的范围并满足本合同约定的条件。

ADDENDUM II

附件二

If the Order includes Services to be performed at a site owned or operated by Buyer or its Affiliate (“On Site Services”), the following Conditions shall apply in addition to the General Terms and Conditions:

如订单中包含需在买方或其关联方拥有或运营的场地提供的服务（“现场服务”），除上述通用条款和条件外，还应适用下列条件：

1. Supplier shall appoint a project manager whose contact details shall be delivered to Buyer in advance (“**Project Manager**”). The Project Manager shall be responsible for the performance of the On Site Services at the place owned or occupied by Buyer (“**Site**”) and for the fulfillment of all safety, environmental protection and all other Applicable Laws and Regulations by all of the personnel of Supplier present at the Site. Supplier shall not replace the Project Manager without the prior written consent of Buyer. The Project Manager shall be at the Site at all times when any On Site Services are performed at the Site.

供应商应指定项目经理（“**项目经理**”）并提前向买方发送项目经理的联系方式。项目经理应当对在买方拥有或占有的场地（“**场地**”）上由全体供应商的人员提供的现场服务以及他们对安全、环境保护及其他全部适用法律法规的履行负责。未经买方的事先书面同意，供应商不得更换项目经理。在任何现场服务在场地提供之时，项目经理需始终在场地。

2. In addition, Supplier shall employ all personnel required under Applicable Law and Regulations for the performance of On Site Services. Such personnel shall have all the qualifications, registrations, licenses and permits required by Applicable Law and Regulations.

另外，供应商应雇用适用法律法规项下要求的所有人员提供现场服务。该等人员应具备适用法律法规要求的所有资质、登记、执照和许可。

3. Supplier shall, and shall cause its officers, employees and anyone on behalf of Supplier performing On Site Services to comply, at all times, with all of Buyer's requirements with respect to safety, security and environmental protection.

供应商应，且应促使其管理人员、雇员以及任何代表供应商提供现场服务的人员始终遵守买方在安全、安保和环境保护方面的一切要求。

4. Upon request of Buyer, and at no cost or expense to Buyer, Supplier shall promptly remove from Buyer's premises any person performing On Site Services who violates any Applicable Law and Regulation, or requirements of Buyer regarding safety, health, environmental protection or the Code of Ethics or is otherwise objectionable to Buyer for any reason not otherwise prohibited by Applicable Law and Regulations.

经买方要求，无需买方承担任何成本或费用，对任何违反适用法律法规或违反买方关于安全、健康、环境保护或道德规范的要求或因其他适用法律法规不禁止但买方因任何理由反对的提供现场服务的人员，供应商应立即使其离开买方场所。

5. Unless otherwise explicitly agreed by Buyer in writing, Buyer's operations will continue during the time when On Site Services are performed. Supplier shall take all the required measures not to damage such facilities in the performance of On Site Services and to protect persons from injury or death and property from damage during the performance of the On Site Services. Supplier hereby releases Buyer from any liability with respect to damages to equipment and materials of Supplier or of any third party acting on behalf of Supplier except to the extent arising out of Buyer's gross negligence or wilful misconduct.

除经买方另行明确书面同意，提供现场服务的同时买方将继续运营。在提供现场服务期间，供应商应采取要求的措施以防对现场服务提供中的该等设施造成损坏，并且保护人员免于伤害或死亡，及财产免受损害。对于供应商或任何代表供应商的第三方的设备和物料的损害，供应商特此免除买方的任何责任，但因买方重大过失或故意的不当行为造成的除外。

6. Supplier shall not take pictures, film or make any recording in any way, of the premises of Buyer or any part thereof, of any equipment, facility or plant at the premises of Buyer or of any employees of Buyer without the prior written consent of Buyer. Supplier is responsible for ensuring that its employees, subcontractors and anyone acting on behalf of Supplier shall abide by the provisions of this Section 6.

未经买方事先书面同意，供应商不得以任何方式对买方场所或场所的任何部分，或买方场所的任何设备、设施或工厂，或买方任何雇员拍摄照片、视频或制作任何记录。供应商负责确保其雇员、分包商及其他任何代表供应商的人员遵守本第 6 条。

7. In addition to other insurance required elsewhere in this Contract, Supplier shall procure, at a minimum, any statutory coverage including worker's compensation (or equivalent) in accordance with the laws where the Product is produced or the On Site Services are being performed, Employer's Liability Insurance with limits not less than US

\$500,000 per occurrence, an automobile insurance policy with a US\$500,000 combined single limit per occurrence and a primary third party commercial general liability policy, that includes coverage for blanket contractual liability assumed hereunder, in an amount which shall be of no less than US \$3,000,000 per event. This primary general liability policy limit may be satisfied by aggregating with an Umbrella Insurance policy that follows the form of the primary policy, but the primary general liability policy limit cannot be less than US \$1,000,000 per occurrence. All automobile and commercial general liability insurance policies carried by Supplier required hereunder shall name the Buyer as an additional insured and all workers compensation (or equivalent) and Employers Liability insurance policies shall include a waiver of subrogation (if allowable by law) against the Buyer. The policies required by the Supplier shall apply as primary and noncontributory with respect to any other insurance maintained by the Buyer. Supplier shall deliver to Buyer a certificate of insurance issued by its insurer evidencing the required coverage and meeting the conditions set forth in this Contract.

除了本合同另有要求的其他保险，供应商应购买最低限度的任何法定保险，包括产品生产地或现场服务履行地法律规定的工伤赔偿险（或同类保险），每次出险责任限额不少 500,000 美元的雇主责任保险，每次出险混合单一保险限额 500,000 美元的机动车保险，覆盖本条件项下所承担的全部合同性责任、金额不少于每一事件 3,000,000 美元的基本第三方商业综合责任险。该基本综合责任险限额可以通过叠加遵循基本保险形式的伞护式保险得以满足，但基本综合责任险限额不得少于每次出险 1,000,000 美金。本条件项下要求供应商负担的全部车辆保险和商业综合责任险应把买方列为附加被保险人，且全部的工伤赔偿险（或同类保险）和雇主责任应当包含放弃针对买方的代位求偿权（如法律允许）。对于买方维持的任何其他保险，供应商要求的保单应当优先且非分摊。供应商应向买方交付保险人发放的保险证书，以证明该保险已覆盖所要求的范围并满足本合同约定的条件。

8. Supplier agrees in its performance of On Site Services to cooperate with other contractors, suppliers and anyone acting on behalf of Buyer working or supervising at the premises where such On Site Services are performed.

供应商同意在提供现场服务时与在提供该等现场服务的场所内的其他承包商、供应商和其他代表买方工作或进行监督的任何人员合作。

9. In the event of Buyer cancels an Order due to a material breach by Supplier, Buyer shall have a lien on any and all equipment, materials and/or property owned by Supplier and located within Buyer's premises, which Buyer may use until completion of On Site Services or until repayment of Buyer's damages. If such damages are not paid to Buyer within thirty (30) days of Buyer issuing an invoice to Supplier, Buyer shall have the option of enforcing its lien by means of selling such equipment, materials and/or property, in whole or in part.

如买方因供应商的重大违约取消订单，买方应对供应商所有位于买方可能使用的场所内的任何全部设备、材料和/或财产享有留置权，直至现场服务完成或直至买方损失得到赔偿。如在买方向供应商出具发票后三十（30）日内买方未就该等损失获得赔偿，买方应有权选择以全部或部分变卖该等设备、材料和/或财产的方式行使留置权。