

## Terms and Conditions of Purchase China

**1. Acceptance; Entire Agreement:** This Purchase Order constitutes Buyer's offer to purchase from Seller. BUYER EXPRESSLY OBJECTS TO AND EXPRESSLY REJECTS ANY PROVISIONS ADDITIONAL TO OR DIFFERENT THAN THE TERMS HEREOF THAT MAY APPEAR IN SELLER'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM SELLER TO BUYER UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY BUYER IN A WRITING SIGNED BY BUYER. This Purchase Order shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer and specifically references this Purchase Order. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer.

接受; 整个协议: 本采购单构成了买方向卖方购买的要约。买方明确反对并拒绝本条款条件之外的或与本条款条件不同的、可能出现于卖方报价、回执、确认、发票或卖方之前或随后向买方发送的任何其它通信的任何规定, 除非买方以书面签署的方式明确同意该等规定。本采购单效力高于所有之前的谈判、讨论和交易, 且应构成买方与卖方之间的完整协议。任何对这些条件和条款的变更、修改、废除、免除、放弃或弃权都不能约束买方, 除非它们是以书面形式且由买方的经适当授权的代表签署, 并特别提及本采购单。任何条件、惯例、贸易习惯、交易或履行程序及旨在修改、改变、解释或补充这些条款和条件的谅解或协议都没有约束力, 除非它们是以书面形式且由受约束的一方签署。卖方应立刻向买方报告价格、折扣、规格、送货时间表或其他条款的错误和任何明显的质量或尺寸的不一致, 除非买方另有指示, 卖方应立即退回向买方的错误要价或改正其他不一致之处以弥补这些错误。

**2. Delivery; Inspection; Rejected Products:** TIME IS OF THE ESSENCE. If a delivery is not expected to be made on-time, Seller will notify the Buyer and will take all reasonable steps at Seller's cost to expedite delivery. If Seller fails to deliver the Products on time, Seller shall pay to Buyer late charges in an amount equal to [1%] of the total amount of the Purchase Order for each day of delay. Such charges are in addition to Buyer's other rights and remedies. Buyer has the right to off-set such liquidated damages against amounts owed to Seller. In addition to any and all other rights and remedies it may have, Buyer reserves the right, without liability, to cancel this Purchase Order by notice to Seller and arrange for completion and/or purchase of substitute items elsewhere and to charge Seller with any loss or additional costs or expenses incurred.

For all shipments (domestic or international), Seller will own the Products from its manufacturing facility to Buyer's named place of delivery and title shall not pass and delivery shall not be deemed to occur until Buyer has received the Products at the final destination specified by Buyer. All risk of loss during carriage/transportation shall be the responsibility of Seller, and the Products will be considered delivered only upon receipt at Buyer's facility in conformance with the terms and conditions of this Purchase Order. Buyer has no obligation to obtain insurance while the Product is in transit from Seller's facility to Buyer's named place of delivery. Seller will use Buyer's preferred carrier for transporting the Products from Seller's facility to Buyer's named place of delivery. For international shipments, Seller shall make the Products available for export fully cleared from customs and shall arrange for delivery of the Products to the consolidating hub or to Buyer's specified carrier's container yard at the port of shipment. Seller shall obtain all necessary export licenses and authorizations, and shall assume responsibility for all fees and costs associated with export customs formalities and with getting the Products ready for loading, including but not limited to customs clearance, container yard/container freight station, receiving, terminal handling and documentation fees. Seller shall be responsible for the costs of checking operations, packaging and appropriate marking which are necessary for the purpose of delivering the Products. Seller shall provide, at Seller's cost, the delivery order and/or usual transport document required for Buyer to

take delivery of the Products. Seller shall give Buyer sufficient notice of the dispatch of the Products and any other notice necessary to take delivery of the Products. Buyer shall pay for the costs of pre-shipment inspection except when such inspections are required by the country of export. Buyer shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with import customs formalities, including but not limited to import clearance, duties and administrative costs. With the exception of fees and costs associated with (i) export customs formalities, (ii) getting the Products ready for loading, and (iii) checking operations, packaging and appropriate marking of the Products, Buyer is responsible for all costs for carriage/transportation from Seller's facility to final destination. At Buyer's option and request, Seller will prepay the Carriage / transportation costs from Seller's facility to port of export and add such costs to Buyer's invoice. Otherwise, all carriage/transportation costs from Seller's facility to final destination are freight collect. Notwithstanding the foregoing, Seller is responsible for any costs, fees, expenses or penalties incurred as a result of Seller's failure to hire a Buyer approved carrier without Buyer's prior written consent or to otherwise follow Buyer's instructions. In all forms of documentation and communication including printed and electronic forms, these terms shall be referred to as "EMR2006". Seller shall provide commercial invoice to Buyer upon delivery of the Products to the final destination, at which time the terms of payment will begin to run. Buyer will pay for the Products as provided in the terms and conditions of this Purchase Order. Seller shall obtain Buyer's prior written approval for partial shipments prior to shipment. All materials shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. Damage to any material not so packed will be charged to Seller. All excess transportation charges resulting from Seller's failure to follow any routing instructions given by Buyer shall be for Seller's account. No charge shall be made by Seller for packing, boxing, drayage, loading or storage unless otherwise stated herein. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of this Purchase Order. Any failure to so conform constitutes a substantial impairment of the value of the whole order and shall entitle Buyer, at its sole option, to cancel all or any part of the Purchase Order and to return to Seller any Products previously delivered to Buyer, and Seller shall pay all transportation charges for the delivery to Buyer and any return to Seller and Buyer, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products exceed the agreed upon price for such Products between Buyer and Seller, Seller shall reimburse Buyer for the additional cost or Buyer will off-set such costs against amounts owed to Seller. Products rejected and returned shall not be replaced by Seller without prior written authorization by Buyer. The Products shall be subject to inspection and testing by Buyer before and after receipt. Products or equipment rejected or not purchased by Buyer which utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Buyer. Payment for any Products prior to inspection shall not constitute their acceptance by Buyer.

交付；检查；拒绝的产品：时间是至关重要的。如果预计不能按时交付，卖方应通知买方并自费采取所有合理行动来加速送货，如果卖方未能按时交付产品，除买方拥有的其他权利与救济外，每逾期一天，卖方应向买方支付相当于采购单总额的1%作为逾期费用，买方有权将该等违约金与应付卖方的钱款相抵销。除买方可能拥有的任何及所有的其他权利和补救措施外，买方仍保留权利（而不承担任何责任）在通知卖方后取消本采购单，安排结束交易和/或从其他地方购买替代产品，并向卖方索偿所招致的任何损失或额外花费和开销。对于所有的运输（国内或国际），卖方将自产品的生产场所至买方指定的交付地拥有产品所有权，买方在其指定的最终目的地接收产品之前，所有权不应转移，也不应视为发生交付。货运/运输途中的所有损失风险应由卖方承担，且仅在根据本采购单条款和条件在买方的场所接收产品之后，产品才被视为交付。在产品从卖方场所到买方指定的交付地点的运送途中，买方无义务获取保险。卖方将使用买方首选的承运人将产品自卖方的场所运送至买方指定的交付地点。对于国际运输，卖方应使产品能够完全清洁出关，并应安排将产品交付至集散中心或买方指定的承运人在装运港的集装箱堆场。卖方应获得所有必要的出口许可和授权，且应承担所有与出关手续及产品装运准备有关的费用和成本，包括但不限于清关费、集装箱堆场/集装箱货运站费用、接收费、码头操作费及单证费。卖方应承担为交付产品所必要的检查作业、包装和作适当的标记的费用。卖方应自费提供交货单和/或买方提货所需要的一般运输单证。卖方应给予买方关于产品发送的充分通知以及进行提货所必需的任何其它通知。买方应承担装运前检验的费用，除非该等检验是出口国要求的。买方应获得所有进口许可和授权，并应承担所有与入关手续有关的费用和成本，

包括但不限于进口清关费用、关税以及行政规费。除了与<sup>(i)</sup>出口清关手续，<sup>(ii)</sup>产品装运准备，以及<sup>(iii)</sup>检查作业、包装和产品的适当标记有关的费用和成本，买方负责所有自卖方场所至最终目的地的货运/运输费用。根据买方的选择和要求，卖方将预付自卖方场所至出口港的费用并计入买方的发票金额中。否则，自卖方场所至最终目的地的所有运输费用向收货人索取。不论前述规定如何，如卖方未经买方事先书面同意而未雇佣买方认可的承运人或未遵守买方的其他指示，则卖方应承担因此而产生的任何成本、费用、开销或罚金。卖方应在最终目的地交付产品后向买方提供商业发票，支付条款同时启动。买方将根据本采购单条款和条件支付产品货款。卖方分批装运，需在发货前取得买方事先书面同意。所有材料应根据通常承运商的要求被适当地包装、标记、装载并运送。未如此包装的材料所遭受的损坏将向卖方索偿。所有由于卖方不遵守任何买方发出的线路指示而引起的额外运输费用应由卖方负责。卖方不得索要包装费、装箱费、集卡运费、装载费和仓储费，除非在此另外规定。供应的任何产品以及交付的时间和方式应与采购单完全一致。任何不一致将构成对整个采购单价值的实质损害，买方据此有权自行决定取消采购单的所有或部分，并退还卖方已经交付买方的产品。所有向买方交付的交通费和买方退货给卖方的交通费由卖方承担，且买方可以自行决定从其他供应商处取得替代品。如果这些替代产品的费用超过了买卖双方约定的产品的价格，卖方应补偿买方这些额外开销或者买方可以将这些开销与其应付卖方的钱款相抵。未经买方事先书面授权，卖方不得替换被拒绝并退回的产品。产品必须通过买方在产品收到前与收到后的检验与测试。被拒绝或未被购买的产品或设备，如果使用或标有任何买方或其相关实体的标识、标记、名称、商号、商标、商业外观、记号、装饰设计、检查标记或其他相关的标志，应在任何销售、使用或处理（如果该等销售和处理为买方所同意）之前去除，而不仅仅是涂抹掉。在产品经检查前的付款不应视为是买方的接受。

**3. Taxes:** Unless otherwise provided herein, Seller shall pay, defend and hold Buyer harmless from the assessment or imposition of any customs import or export duties, excise, use or other tax (however designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller.

税：除非在此另有规定，卖方应替买方支付、抗辩并使买方免受任何针对进口工具或设备或生产、销售、运送、使用产品而评估或征收的海关进出口关税、消费税、使用税或其他税收（按规定），只要法律要求或不禁止这些评估和征收的税赋由卖方承担。

**4. Terms of Payment; Set-Off:** Unless otherwise stated in the purchase documents, the payment shall be done until 60 (sixty) days following the date of receipt of invoice by Buyer. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Buyer's check. Buyer reserves the right at all times to set off any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of Buyer pursuant to this Purchase Order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer.

付款条款；抵销：除非采购文件中另有规定，买方应在收到发票之日起 60(六十)日内完成付款。如果付款不只一次，买方可以自行决定保留所有或任何分期付款的最多 10%直到已到期义务履行完毕，那时所保留的金额扣除抵销或赔偿的部分将被付给卖方。如果在此规定的条款包含任何折扣，打折的时间应从计划的交付日期或收到可接受的发票之日两者中较晚者起算。为了获取折扣，买方寄出支票的日期视为付款已作出。买方保留在任何时间抵销其在任何时候对卖方或其关联企业欠款的权利。任何卖方根据本采购单代表买方预付的并要求报销的费用应在发票上分别记载并有适当收据证明提供给买方。

**5. Warranty:** Seller warrants that at least, for a period of two (2) years from the date the Products are delivered to the Buyer, such Products will be free from any defects in design, material and workmanship, in conformity with any applicable drawings and specifications, and title to such Products shall be unencumbered. Payment for Products will not constitute approval or acceptance of goods or services by Buyer; Buyer's right of inspection will survive payment. Buyer reserves the right to return, at Seller's expense, any defective or nonconforming Products or shipments received contrary to this Purchase Order. If requested by Buyer, Seller will, at Buyer's option, refund the purchase price of the Products, or correct or replace at Seller's expense the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, costs to transport the Products from Buyer to Seller and return shipment to Buyer, will be borne by Seller. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Buyer. If Seller fails to repair or replace the Product within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods at Seller's expense. Rejected or nonconforming Products will not be deemed delivered on time unless corrected or replaced Products are delivered within the on time period applicable to the order.

保证：卖方保证从产品交付至买方之日起至少两（2）年里，该等产品在设计、原材料和工艺上没有任何瑕疵，符合任何适用的规格和图示，且产品的所有权没有权利负担。对产品的付款不构成买方对产品或服务的承认或接受，买方的检查权利在付款后仍然存在。买方保留权利退回任何有缺陷或不符合要求的产品或收到的与本采购单规定不同的货运，且一切相关费用由卖方承担。如果买方要求，卖方将根据买方的选择在买方通知卖方后十（10）天内退还产品购买价格、自付费用更改或替换有缺陷或不符合要求的产品。所有与该等有缺陷或不符合标准的产品有关的或由该等产品导致的费用，包括但不限于将产品从买方运到卖方再运回的运输费，将由卖方承担。本保证将继续适用于更改过或替换过的产品，并在该更改过或替换过的产品交付买方之日起的两（2）年内有效。如果卖方未能在本协议规定期限内修理或更换产品，则买方可以修理或更换有缺陷或不符合要求的产品，费用由卖方承担。被拒绝或不符合要求的产品不被认为是准时交货，除非经更改或替换的产品能在采购单规定的准时交货期间内送达。

**6. Inspections:** Upon forty-eight (48) hours notice, Seller shall allow authorized representatives of Buyer (i) to inspect Seller's facilities and records at any time during normal business hours, and (ii) to make finished Products or raw material audits and prepare analytical data for quality control purposes with the assistance of Seller's personnel. Seller shall not require Buyer's representatives to sign any documents prior to entering such facilities, and Seller agrees that any such documents shall be void.

检验：在提前四十八（48）小时通知的情况下，卖方应允许买方的授权代表<sup>(i)</sup>在一般工作时间的任何时候检查卖方的设施和档案，和<sup>(ii)</sup>审计成品或原材料，并且为了质量控制的目的在卖方人员的协助下进行数据分析。卖方不应要求买方的代表在接触这些设施前签署任何文件，卖方同意任何这样的文件是无效的。

**7. Compliance with Applicable Laws:** Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of local governments and agencies thereof, and that Seller, Seller's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of local governments and agencies thereof. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this order. All rating or certification requirements specified in such government contract or subcontract or of which Seller has knowledge shall be complied with. Seller agrees to furnish Buyer a certificate of compliance with any such laws and certification requirements in such form as may be requested by Buyer. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section. Seller undertakes to take all necessary actions as required by applicable law and comply with all applicable law relating to the importation or exportation of goods, including the exportation of Products. Such actions shall include, but are not limited to, processing of all necessary customs procedures,

payment of import/export duties and import/export taxes, completion and maintenance of documentation and provision of accurate information to all customs authorities.

遵守适用的法律：卖方声明、保证并承诺所有运送的产品、商品和交付的材料和/或提供的服务将会并已经在符合适用的法律、规章、法规、命令、条约和其他地方政府和机构的要求下生产和/或提供，且卖方、卖方的业务和所有从中使用的财产都确实符合并将继续符合适用的法律、规章、法规、命令、条约和其他地方政府和机构的要求。如果任何购买的产品是用来组合入那些根据政府合同或分合同销售的产品，那些被要求插入前述合同或分合同的条款应被视为适用该定购。所有在这些政府合同或分合同中规定的或卖方所知道的等级或证书要求应该被遵守。卖方同意根据买方要求的格式向买方提供遵守任何该等法律和证书要求的证明。卖方应自费确保和维持所有所需的执照、许可、授权或其他经营卖方业务、使用财产或卖方履行本采购单所需的批准。如果卖方未遵守本节的任何规定，卖方应立即通知买方。卖方保证采取所有适用的法律所要求的行动，并遵守所有与货物进出口有关的适用的法律，包括产品出口。这些行动应包括，但不限于，办理所有所需的海关手续、支付进口/出口税费、完成并保存文件及为所有海关机关提供精确资料。

**8. Intellectual Property:** Seller warrants that the Products and the sale and use of them will not infringe any United States, People's Republic of China or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property, and Seller acknowledges that Buyer's patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Buyer provides to Seller are Buyer's exclusive property and Seller disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Purchase Order (as referenced in the foregoing sentence) are Buyer's exclusive property, shall be used by Seller only for Buyer's work, shall be deemed Buyer's Proprietary Information as defined in Section 16 below, and shall be kept confidential pursuant to the terms of Section 16 below, and shall be returned to Buyer promptly at Buyer's request. Buyer will market, distribute and/or sell the Products under its own trademark and trade name. Buyer has the right to use any of Seller's marks, names, other trade identities, copyrighted works or other intellectual property, to the extent that Seller has incorporated such property in or used such property in the manufacture of the Products supplied by Seller to Buyer.

知识产权：卖方保证产品以及其销售和使用不会损害任何美国、中国或其他国家的专利、商标、商业外观、版权、商业秘密或其他任何形式的知识产权，且卖方承认买方提供给其的专利、商标、商业外观、版权、商业秘密或其他任何形式的知识产权是买方专有财产，卖方放弃主张对于上述知识产权的所有权利。若根据买方特殊要求而进行的试验、开发或研究之类的工作已得到相应支付，则卖方同意披露因此而产生的每一项发明、财产权、保密流程或专有技术、商业秘密或其他形式的知识产权，并按要求将前述知识产权转让给买方，卖方放弃主张所有相关权利。所有买方提供的制图、艺术作品、特殊产品、材料、资料或数据以及因为本采购单所产生的所有知识产权（如前所述）都是买方的专有财产，卖方只能为了买方的工作而使用，且作为买方的专有信息（定义见以下第 16 节）及根据第 16 节保密，一旦买方要求应立即归还买方。买方将以其自己的商标和商号推广、发布和/或出售产品。买方有权使用任何卖方的标志、名字、其他商业标识、有版权的作品或其他知识产权，只要是卖方在生产提供给买方的产品中结合了或使用了前述知识产权。

**9. Indemnity:** Seller will indemnify and hold harmless Buyer and its respective successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur (a) in connection with a breach of any representation, warranty or undertaking made by Seller in this Purchase Order or such parties' enforcement of this Purchase Order, or (b) in connection with the design, development, manufacture, distribution, sale, use, or repair of the Products, whether the claim be based upon a theory of breach of agreement or warranty, negligence, strict liability, other tort, infringement or misappropriation or any other legal theory,

except to the extent caused by the negligence of Buyer, or (c) as a result of any suit, claim or demand under any environmental, health, safety or other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Buyer, its agents, customers, or users, Seller agrees to indemnify and hold harmless Buyer against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Buyer. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Buyer and its respective successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded to Seller under the workers' compensation laws of any jurisdiction.

补偿: 卖方将补偿并保护买方和其继承者和受让人免受如下情况下所可能遭受或招致的任何及所有的诉讼、损失、损害赔偿、责任、开销和花费(包括合理的律师费和其他的抗辩行为的费用) ("损失"): (a)与卖方违反其在本采购单中作出的任何声明、保证或承诺有关, 或与买方和其继承者和受让人对本采购单的执行有关, 或(b)有关设计、开发、生产、发送、销售、使用或维修产品, 无论该权利主张是基于违约或违反保证、疏忽大意、严格责任、其它侵权、侵害、侵占或任何其它法律原因, 除非是由买方的疏忽大意造成的, 或(c)由与卖方生产、发送、运输、存储、使用或处理产品或原材料有关的, 根据任何环境、健康、安全或其他法律、规章、法规或要求而进行的诉讼、权利主张或要求引起。如果卖方的履行要求卖方、其雇员、代理商或代表在买方、其代理商、客户或使用者的工厂或场所内提供服务或进行劳动, 卖方同意补偿并保护买方免受因该履行而对人身或财产的伤害或损坏所引起的所有的诉讼、损失、权利主张、破坏、责任、开销和花费(不包括由买方引起)。卖方同意当被要求, 并收到任何诉讼、权利主张或要求即将发生的合理通知时, 其将为买方和其继承者及受让人就该等诉讼、权利主张或要求进行辩护。另外, 卖方明确且特别放弃所有在任何司法管辖区域的劳工补偿法律之下可享有的免责权。

**10. Insurance:** Seller agrees to carry insurance covering product liability and general liability in amounts of not less than US \$5,000,000.00 per occurrence; and the premiums for such insurance shall be paid and the proceeds from such insurance shall be payable in such currency as shall be acceptable to Buyer. All such policies shall provide for at least thirty (30) days prior written notice, to Buyer, of cancellation, non-renewal or material change in the terms and conditions of coverage and name Buyer as an additional named insured. At Buyer's request, Seller will provide Buyer with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Buyer as an additional insured, Buyer may immediately cancel this Purchase Order by giving Seller written notice of Buyer's election to cancel.

保险: 卖方同意投保每次保险事故不低于 5,000,000.00 美元的产品责任险和普通责任险, 该等保险的保险费和保险金应以买方可接受的货币形式支付。所有这些保单应规定至少提前 30 天书面通知买方关于保险范围的条件和条款的取消、不延续或实质性变化, 并且指定买方为附带被保险人。根据买方要求, 卖方应向买方提供保险证明文件来证明该保险范围。如果卖方停止投保足够的以买方作为附带被保险人的保险, 买方可以采取书面通知卖方的方式, 立即取消本采购单。

**11. Force Majeure:** Buyer and Seller shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time that exceeds ten (10) days, Buyer may at its option, and without liability to Seller, immediately terminate this Purchase Order. In the event of a shortage, Seller agrees to allocate its total available supply of Products among Buyer and Seller's other customers, if applicable, on a fair and equitable basis.

不可抗力：买方和卖方不对任何仅由罢工、停工或其他劳动争议、火灾、自然灾害或其他受影响的一方无法合理控制的原因而引起的履行延迟或不能履行负责，前提是，受影响的一方应根据情况在前述情形发生后立即通知未受影响的一方该等导致延迟或预期延迟的原因，并应尽其全力尽可能迅速地履行送货或接货（视情况而定）。如果买方认为卖方送货的延迟或预期延迟会损害买方完成生产计划的能力或导致妨碍买方运作的其他情形，且这些延迟将持续超过 10 天的时间，买方可以决定立即终止本采购单而不对卖方承担任何责任。如果遇到供货短缺，卖方同意将其产品的总供应量在买方和卖方的其他客户之间公平公正地分配（如适用）。

**12. Cancellation, Termination and Suspension:** Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order. This Purchase Order may be terminated by Buyer or by Seller at any time immediately upon written notice in the event of the other party's material breach of any term or provision of this Purchase Order or upon the occurrence of any of the following events:

- (a) such other party makes an assignment for the benefit of creditors without previous authorization of the debtor, or is subject to any voluntary or involuntary government receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature;
- (b) such other party makes any materially false or misleading statement, representation or claim;
- (c) such other party fails to prosecute the work so as to endanger performance of this Purchase Order;
- (d) dissolution or liquidation of such other party; and/or
- (e) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice.

Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Purchase Order, upon termination, cancellation or expiration of this Purchase Order, Seller shall immediately cease use of any of Buyer's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If this Purchase Order is cancelled due to an event caused by Seller or resulting from Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Buyer as a result thereof. Any amounts due Seller for Products, goods, work and other items delivered or provided by Seller in full compliance with the terms of this Purchase Order prior to such event shall be subject to set-off of Buyer's additional costs of completing this Purchase Order and other damages incurred by Buyer as a result of Seller's actions or omissions.

取消、终止和中止：买方保留取消采购单中所有或任何部分的未交付的部分的权利。如果另一方对本采购单的任何条款或条件有重大违反或有以下任何情况发生，本采购单可由买方或卖方以书面通知在任何时候立即终止：

- (a) 该另一方未经债务人事先授权，为了债权人的利益而作了一次转让，或受制于任何自愿或非自愿的政府的接管、无力偿还或破产程序，或在义务到期时没有能力或书面承认其不能履行义务。
- (b) 该另一方作出任何重大虚假的或令人误解的陈述、声明或主张；
- (c) 该另一方未能执行工作以至危及本采购单的履行；
- (d) 该另一方解散或清算；和/或
- (e) 该另一方未能偿还到期应付债务，且在书面通知后的六十（60）天内未能补救。

买方不为任何特定的取消的费用或开销负责。即使本采购单有相反规定，在本采购单出现终止、取消或到期的情况下，卖方应立即停止使用任何买方的知识产权、商业秘密和配方，且将来也不得使用。如果本采购单因卖方引起的事件或因卖方的行为或疏忽而取消，买方可以通过其认为合理的方式完成卖方的履行，卖方应负责并补偿买方的任何损害和合理费用，包括但不限于买方因此而承担的律师费。卖方在该等事件发生之前完全根据本采购单的条款而运送或提供产品、货物、工作和其他项目所应得的价款应首先用于抵销因为卖方的行为或疏忽而导致买方为完成本采购单而产生的额外费用以及其他买方的损失。

**13. Electronic Data Interchange:** Seller agrees to provide Electronic Data Interchange at the request of Buyer. 电子数据的互换：卖方同意根据买方的要求进行电子数据的交换。

**14. Availability of Parts:** For a period of ten (10) years from the date the Products are delivered to Buyer, Seller shall make available to Buyer repair parts for all such Products. For the first five (5) years, prices for repair parts shall remain at current prices at time of execution of this Purchase Order; thereafter, prices shall be mutually agreed upon by the parties. Seller shall give one (1) year prior written notice to Buyer in the event Seller will be unable to supply such parts and will use its best efforts to assist Buyer in obtaining a reasonable alternative source of supply in accordance with this Purchase Order; provided, however, Seller's inability to provide such parts shall be a default of this Purchase Order. Without waiving any of its rights or remedies under this Purchase Order or by law Buyer may, at its sole option, require Seller to provide Buyer with drawings required to either manufacture or buy such parts and technical information or any other intellectual property or license or other rights Seller may have so that Buyer can manufacture or obtain such parts from other sources. The technical information shall include, by example and not by way of limitation: (a) manufacturing drawings and specification of raw materials and components comprising such parts; (b) manufacturing drawings and specifications covering special tooling and the operation thereof; (c) a detailed list of all commercially available parts and components purchased by Seller on the open market disclosing the part number, name and location of the supplier and price lists, for the purchase thereof; (d) in-depth test specifications and procedures describing the methods of testing and repairing the material, and instruction consisting of know-how and show how necessary to fully use (a) through (d).

零件的可用性：在产品交付至买方之日后为期十（10）年的时间里，卖方应为买方提供所有该等产品的维修零件。前五（5）年，维修零件的价格应维持在签署本采购单当时的价格之内，之后的价格应由双方共同同意。卖方将不能提供本采购单项下的零件时，必须提前一（1）年给买方事先书面通知并将根据本采购单尽力协助买方获得其它合理的供应来源；但前提是，卖方无力提供该等零件构成对本采购单的违反。没有放弃本采购单或法律上任何权利或者救济的情况下，买方可以根据其自身的选择，要求卖方提供生产或采购零件所需图纸，和技术信息或其他任何知识产权、许可或其它卖方可能拥有的权利，以便于买方可以生产这类零件或者从其他的供应来源处购买这些零件。技术信息应当包括：例如但不限于（a）生产图示，原料规格的说明书和组成这类零件的组件；（b）与特殊工具及其操作有关的生产图示及规格说明书；（c）一份关于所有卖方从开放市场上可以通过商业贸易购买的零件以及组件的详细清单，列明为购买该等零件和组件所需的零件号码、供应商的名称和地址和价格清单；（d）关于检测和维修材料方法的详细的检测说明书和程序，及（e）包含专门技术和表明充分使用<sup>(a)</sup>至<sup>(d)</sup>如何必要的说明书。

**15. Survival:** The terms of Sections 3, 5, 7, 8, 9, 12, 14, 16, 19, 23 and 24 of this Terms and Conditions shall survive the termination, cancellation or expiration of this Purchase Order.

仍然有效：本条款和条件的第 3, 5, 7, 8, 9, 12, 14, 16, 19, 23 和 24 节应当在本采购单的终止、取消或期满后仍然有效。

**16. Proprietary Information:** All information that is furnished by one party to another party pursuant to this Purchase Order ("Proprietary Information") will be subject to the following restrictions. Each party agrees that it will use all Proprietary Information disclosed to it by the others only in the manner contemplated in this Purchase Order, and for no other purpose, disclosing Proprietary Information only to those of its officers, employees, agents, independent contractors or advisors ("representatives") as will be directly concerned with performance under this Purchase Order, and provided such representatives do not disclose any Proprietary Information to any third party and have agreed in writing to keep such Proprietary Information confidential in accordance with this Section. Except as provided above, each party agrees that it will not disclose Proprietary Information to any other person or entity without the express, prior written consent of the other parties. Each party agrees that it will protect the confidentiality of Proprietary Information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Proprietary Information to the disclosing party immediately upon written request. The parties agree that Proprietary Information shall be considered commercial secrets qualified for protection under applicable law. The provisions of this Section shall not apply to the disclosure of Proprietary Information to any government, any agency or department thereof, or any stock exchange to the extent required by law, any relevant stock exchange rules, provided that the party being required or requested to make such disclosure shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that an appropriate protective

agreement or order may be sought or other protective agreement or order may be sought or other arrangement put in place prior to the disclosure of the Proprietary Information. The other parties shall have the right to petition to the agency, department or stock exchange concerned regarding such disclosure and to seek confidential treatment of any Proprietary Information to be disclosed on such terms as such party shall, in its sole discretion, determine. The foregoing obligations will survive termination of this Purchase Order and will remain binding on each party, its respective affiliates, successors and assigns forever. This Purchase Order designated as Proprietary Information subject to this Section. Buyer is granted permission by Seller to disclose this Purchase Order to any of its affiliates or subsidiaries.

专有信息：由一方当事人根据本采购单向另一方提供的所有的信息（“专有信息”）应当符合以下限制。每一方当事人同意将完全按照本采购单规定的形式使用由另一方当事人透露的所有专有信息而不得用于其他目的，且专有信息只可透露给那些与本采购单的履行有直接联系的管理人员、员工、代理人、独立承包商或顾问（“代表”），并且这些代表们不能将此专有信息透露给其他第三方并书面同意根据本章节的规定对于这些专有信息进行保密。除了上述规定之外，各方同意未经他方明确的事先书面同意，不得向其他任何人或实体透露此专有信息。各方同意，将对专有信息的保密程度如同对自己的专有信息的保密程度一样，但不低于合理的注意，并且经透露方的书面要求后立刻返还所有专有信息的复印件（无论记录于任何媒介）。双方同意，专有信息应当被认定为适用法律项下的商业秘密而受到相应的保护。该节的规定不能适用于向任何政府及其机构或部门透露的专有信息，或者在法律、相关股票交易规则要求的范围内向任何股票交易所透露的专有信息，但被要求透露的一方应当在作出该等透露之前将透露要求和条款立刻通知另一方，以便于在专有信息透露之前，寻求适当的保护协议和命令或者寻求其他的保护性协议或命令或做好其他安排。另一方应当有权就该等披露向有关的机构，部门或股票交易所提出请求，申请对于将要透露的专有信息以该方自行确定的条件给予保密待遇。前述的义务在本采购单终止之后仍然有效并将永久性地对各方、各自的关联公司，继承者和受让者有约束力。本采购单为本节项下的专有信息。卖方允许买方将本采购单向其任何关联公司或子公司透露。

**17. Liability:** If the Seller breaches the obligations undertaken in this agreement, it shall indemnify Buyer in the extension of such violation, including but not limited to all costs, expenses, damages and losses. In the event of any such breach, Buyer shall have the right to immediately terminate this agreement and/or individual Orders entered into under this agreement.

违约责任：如果卖方违反了在本协议中应承担的义务，则卖方应向买方就此类违约行为进行赔偿，包括但不限于所有成本、费用、损害和损失。如果发生任何此类违约行为，买方有权立即终止本协议和/或根据本协议签订的单个订单。

**18. Financial Information:** Should Buyer have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by Buyer which Buyer feels is necessary to address said concerns.

财务信息：如果买方关注卖方的财务状况和/或本采购单项下的供应能力，则卖方应当根据买方的要求提供买方认为涉及其关注问题的必要信息。

**19. Parametric Data:** Seller shall provide such information concerning parts, materials, weight and other items requested by Buyer and in the format specified by Buyer. Seller shall also provide, at Buyer's request, certificates of origin and other related documentation in the format specified by Buyer.

参数数据：卖方应当按照买方所具体要求的格式，提供买方要求的相关零件、材料、重量和其他项目的信息。卖方还应根据买方所具体要求的格式，提供买方要求的原产地证明和其它相关文件。

**20. RoHS, WEEE, REACH and Solid Wood Packaging Material:** Seller is and remains solely responsible for the full compliance of delivered Products or parts of Products with any applicable rules and regulations ("Legislations") on restriction of hazardous substances ("RoHS") such as Directive 2002/95/EC as of 27 January 2003, Measures for the Administration of restrictions on the use of harmful Substances in Electrical and electronic

products as of July 1, 2016., etc. and all further releases as well as all national or local regulations issued in execution of the aforesaid RoHS Legislations. Therefore, all delivered Products or parts of Products must be suitable and fit for RoHS compliant production and sale. Seller will complete and sign Buyer's standard Declaration of RoHS Compliance at the part number level, use appropriate systems and processes to ensure the accuracy of these determinations and maintain appropriate records to allow traceability of all Products or parts of Products. Insofar as Products or parts of Products are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel this Purchase Order. Seller undertakes to duly and immediately inform Buyer of any changes affecting RoHS compliance. In case of cancellation of this Purchase Order or proven violations of national or international RoHS compliance by Seller, Seller undertakes to indemnify and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective of their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement. To the extent required by applicable law, Seller shall be responsible for the collection, treatment, recovery or disposal of (i) the Products or any part thereof when they are deemed by law to be 'waste' and (ii) any items for which the Products or any part thereof are replacements. If Seller is required by applicable law, including waste electrical and electronic equipment Legislations, European Directive 2002/96/EC ("WEEE") and related Legislations in EU Member States, to dispose of 'waste' Products or any part thereof, Seller shall dispose of such Products entirely at its own cost (including all handling and transportation costs). Seller is and remains solely responsible for the full compliance of delivered Products, parts of Products or substances with the requirements of Regulation (EC) No. 1907/2006 ("REACH") as of 18 December 2006 as amended or varied and all further releases as well as any national regulations issued in execution of this Regulation. Seller guarantees that all obligations under this Regulation, in particular all information requirements vis-à-vis Buyer, have been fulfilled. This includes in particular the provision of a due and comprehensive safety data sheet in accordance with the Regulation. Insofar as Products, parts of Products or substances are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel this Purchase Order. Seller undertakes to duly and immediately inform Buyer of any changes affecting REACH compliance. In case of cancellation of this Purchase Order or proven violations of national or international REACH compliance regulations by Seller, Seller undertakes to indemnify and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective of their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement. Seller shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Seller shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code

RoHS、WEEE、REACH 标准和实木包装原料：对于交付的产品或产品零件，卖方承担并保持独立责任，使其完全符合任何适用的有关限制有害物质 ("RoHS") 的法律法规 ("立法")，比如 2003 年 1 月 27 日生效的 2002/95EC 指令、2016 年 7 月 1 日生效的《电器电子产品有害物质限制使用管理办法》，以及所有进一步发布的文件以及所有执行前述 RoHS 立法而颁布的国家或地方规定。因此所有交付的产品或产品零件必须适合并符合 RoHS 立法所要求的生产和销售。卖方应按零件号码完成并签署买方标准的 RoHS 合规性声明，使用适当的系统和程序以确保这些确定内容的准确性，并保留适当的记录以追踪所有产品或产品零件。如果产品或产品零件的供应不符合前述要求，买方保留取消本采购单之权利。卖方承诺恰当且及时通知买方任何影响 RoHS 合规性的变化。如卖方取消了本采购单或经证明卖方违反了国家或国际 RoHS 合规性要求，则卖方承诺赔偿且使买方免于遭受任何的权利主张、责任、损失、损害、判决以及外部责任，无论基于何种法律上的理由，并在侵权事件中承担任何或全部对买方造成不利的损害、损失或损坏。按照适用法律所要求的程度，卖方应负责收集、处理、恢复或处置<sup>(i)</sup>法律认为是“废弃物”的产品或其任何零件，及<sup>(ii)</sup>被产品或任何零件所替换的物品。如果根据适用法律，包括电子和电气废弃物和电子设备立法，欧洲 2002/96/EC 指令 ("WEEE") 以及欧盟成员国颁布的立法，卖方应处理废弃产品或其任何零件，则卖方应自费处理该等全部产品 (包括处理和运输费用)。对于交付的产品、产品零件或物质，卖方承担并保持独立责任，使其完全符合 2006 年 12 月 18 日的经修订和变更的 1907/2006 号 EC 法规 ("REACH") 的要求，以及所有进一步发布的文件以及所有执行前述法规而颁布的国家规定。卖方保证已履行上述法规项下的所有义务，尤其是与买方有关的所有信息要求。该等义务特别包括前述法规中关于适当且全面的安全数据表的规定。如果产品、产品零件或物质的供应不符合前述

要求, 买方保留取消本采购单之权利。卖方承诺恰当且及时通知买方任何影响 REACH 合规性的变化。如卖方取消了本采购单或经证明卖方违反了国家或国际 REACH 合规性要求, 则卖方承诺赔偿且使买方免于遭受任何的权利主张、责任、损失、损害、判决以及外部责任, 无论基于何种法律上的理由, 并在侵权事件中承担任何或全部对买方造成的不利的损害、损失或损坏。卖方应根据《国际植物检疫措施标准》第 15 号 (ISPM-15) 和其它地方的规定, 遵守所有《国际植物保护公约》("IPPC") 关于实木包装原料 ("SWPM") 的规定。卖方应提供适当的证明文件, 确保所有的 SWPM 均应标有 IPPC 标记、国家代码、自然植物保护组织分配的号码和 IPPC 处理的编码。

**21. Changes:** Buyer reserves the right from time to time, to change any specifications, drawings, delivery dates, quantities and items covered by this Purchase Order. If such change would materially affect the price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Buyer in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Buyer. Seller shall not suspend performance of this Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Products without prior written approval of Buyer.

变动: 买方保留不时地变动本采购单所涉及的任何规格、制图、交付日期、数量及项目的权利。如果这样的变动实质性地影响了价格或交付日期, 买方和卖方应当一致同意在价格和/或交付日期方面进行公平的调整, 以体现这种变动的的影响, 但前提是卖方在收到买方通知之日起三十 (30) 天内已经以书面形式通知买方要求进行任何此类调整。在买、卖双方进行相关的变动和调整的过程中, 卖方不得暂停本采购单的履行。在没有买方的事先书面同意时, 卖方不得做任何替代。卖方同意在没有买方事先书面同意的情况下, 不会进行可能影响到履行、产品的特性、可靠性或者产品寿命方面的流程或生产方面的变动。

**22. Supply Chain Security:** Seller warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Bureau of Customs and Border Protection. Specifically, Seller warrants that it is applying C-TPAT prescribed inspectional methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and, is ensuring that its business partners are observing the criteria set forth by C-TPAT. Seller further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures. Specifically, Seller agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with C-TPAT standards. Seller agrees to share with Buyer the results of such annual audits and agrees to prepare and submit to Buyer a report on the corrective actions taken in response thereto. In the event Seller fails to take an appropriate corrective action, Buyer may, but is not required to, terminate this Purchase Order. Buyer's auditors will be provided access to Seller's records and facilities for the purpose of verifying that Seller's procedures are in accordance with the criteria set forth by C-TPAT. If Seller is enrolled in any supply chain security accredited programs, such as C-TPAT or other similar programs that may exist in the country of Seller, then Seller shall provide Buyer with documentary evidence of such enrollment.

供应链安全: 卖方保证其已审查自身的供应链安全程序, 且这些程序及其执行遵守美国海关与边境保护局的海关贸易共同反恐 ("C-TPAT") 程序的准则。卖方特别承诺在货运装货前按照 C-TPAT 规定的方法进行检查; 保持对其装运的和空的运输工具的安全控制; 控制并采用经认证的高安全性封条以保证运输工具仓门的安全性; 并确保其商业合作伙伴遵守 C-TPAT 规定的准则。卖方进一步保证和陈述卖方已经形成和执行, 或将形成和执行定期审查程序, 如有必要, 改进其供应链安全程序。卖方特此同意对其各工厂进行年度安全审计, 并采取一切必要的纠正措施以确保与 C-TPAT 标准的一致性。卖方同意与买方共享该等年度审计的结果, 并同意准备和向买方提交因此所采取的纠正措施的报告。如果卖方未能采取适当的纠正措施, 买方可以, 但并非必须, 终止本采购单。为了确认卖方的程

序是否遵守了 C-TPAT 规定的准则，买方的审计师将被允许查看卖方的记录并进入卖方的工厂。如果卖方正进行任何供应链安全的公认的程序，如 C-TPAT 或可能在卖方国家现行的其它类似程序，则卖方应向买方提供参与该等程序的书面证明。

**23. IMMEX:** If Seller is delivering products into Mexico, Seller is and remains solely responsible for full compliance with IMMEX program regulations as well as all applicable sections of the Foreign Trade General Rules (*Reglas de character General en Materia de Comercio Exterior*). Seller agrees to remain in compliance with the policy and procedures for such compliance listed at [https://static.weg.net/medias/downloadcenter/he6/ha5/WEG-Code\\_of\\_Ethics\\_for\\_Suppliers.pdf](https://static.weg.net/medias/downloadcenter/he6/ha5/WEG-Code_of_Ethics_for_Suppliers.pdf).

IMMEX: 若卖方将产品交付至墨西哥，则卖方应对始终遵守 IMMEX 法案的规定及《对外贸易通则》(*Reglas de character General en Materia de Comercio Exterior*) 中所有适用的条款承担全部责任。卖方同意始终遵守 [https://static.weg.net/medias/downloadcenter/he6/ha5/WEG-Code\\_of\\_Ethics\\_for\\_Suppliers.pdf](https://static.weg.net/medias/downloadcenter/he6/ha5/WEG-Code_of_Ethics_for_Suppliers.pdf) 中列明的关于该等合规性的政策和程序。

**24. Choice of Law; Miscellaneous:** This Purchase Order shall be governed by the laws of the People's Republic of China. Nothing contained in this Purchase Order will be construed to create a partnership or joint venture. Seller shall not assign or subcontract any of its rights, interests or obligations hereunder without the prior written consent of Buyer. The paragraph headings herein are for convenience only and form no part of this Purchase Order. If any part of this Purchase Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. Any and all of the rights and remedies conferred upon Buyer under this Purchase Order shall be cumulative and in addition to, and not in lieu of, Buyer's rights and remedies granted at law all of which rights and remedies are fully reserved by Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Purchase Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of any of the other terms and conditions of this Purchase Order nor the right to enforce the future performance of any term, covenant or condition or the future exercise of any other rights herein.

适用法律, 杂项: 本采购单应由中华人民共和国法律管辖。本采购单的任何部分不得被解释为在双方当事人之间创设了合伙或合资的关系。卖方不得在没有买方事先书面同意的情况下转让或转包其权利或义务。段落标题只为方便而设, 并不构成本采购单的一部分。如果本采购单的任何部分为非法、无效或者不能执行, 不影响其他部分的效力。本采购单中授予买方的任何和所有权利和救济都是累加的和额外的, 并不替代买方在法律上授予的权利和救济, 买方保留所有该等权利。买方在任何一种或更多的情况下未要求履行本采购单任何条款、约定或条件, 或者未能行使本采购单项下的任何权利, 不得视作为是本采购单下的其他任何条款和条件的放弃, 或者是对任何条款、约定或条件行使将来履行的放弃或者在此情况下的对行使将来其他权利的放弃。

**25. Dispute Resolution.** In the event a dispute arises between the parties in connection with the interpretation or implementation of this Purchase Order (other than in connection with the rights and obligations set out in Section 16 above) they shall endeavor in the first instance to reach a settlement of the dispute through friendly consultations. If no mutually acceptable settlement of the dispute is reached within sixty (60) days after one party notifies the others of a dispute, then either party may submit to the exclusive jurisdiction of the competent courts of the place where Seller is located to settle any disputes or claims arising out of or in connection with this Terms and Conditions, whether on the basis of breach of obligations, tort or other.

争议解决: 双方当事人就本采购单的解释或者执行发生的争议(不包括与上述第 16 节规定的权利义务有关的争议), 双方应当努力首先通过友好协商解决。若双方未能在一方将争议通知另一方之后的六十 (60) 天内达成可以共同接受的解决方法, 则任何一方均可提起诉讼至卖方所在地有管辖权的法院以解决因本条款和条件引起的或与之相关的任何争议或索赔, 无论是基于违反义务、侵权行为还是其他原因。

**26. Customs Ocean Cargo Security Requirements Compliance:** Seller agrees to provide any necessary assistance so that any ocean vessel shipment of Products arrives in the U.S. in compliance with the U.S.

Customs and Border Protection ("CBP") cargo security filing requirements for maritime carriers ("10+2 Requirements"), as amended from time to time by CBP. Specifically, Seller shall (i) furnish the Importer Security Filings ("ISF") agent appointed by Buyer or Seller, as the case may be, any required information to enable such ISF agent to make timely, accurate, and complete ISF with the CBP; and (ii) ensure that the carrier operating the ocean vessel (the "Carrier") (a) transmit to CBP in an approved electronic format a stow plan for the vessel meeting current CBP requirements such that it is received no later than 48 hours after the vessel's departure from its last foreign port or, for voyages of less than 48 hours, prior to the vessel's arrival at its first U.S. port and (b) submit electronically to CBP a container status message with respect to certain events relating to cargo destined for the U.S. by vessel, as defined by current CBP regulations. Seller agrees to ensure that the Carrier shall defend, indemnify, hold harmless and reimburse Buyer from and against all fines, penalties and damages sustained by Buyer arising out of or relating to the Carrier's failure to comply with CBP's 10+2 Requirements, including damages sustained by Buyer as a result of CBP's seizure of the Products or a refusal by CBP to permit customs clearance of the Products because of the Carrier's non-compliance.

遵守海关海运货物安全要求：卖方同意提供任何必要的协助，以使得任何通过海运船只运抵美国的产品均符合美国海关与边境保护局（"CBP"）针对海运承运人的、不时修订的货物安全备案要求

（即"10+2 要求"）。具体而言，卖方应（i）视具体情况向买方或卖方指定的进口安全备案（"ISF"）代理提供任何必要的信息，以使 ISF 代理及时、准确地向 CBP 完成 ISF；（ii）确保运营海运船只的承运人（"承运人"）（a）以经核准的电子格式向 CBP 发送一份符合当前 CBP 要求的货柜船上堆栈详图，使 CBP 在船舶离开最后外国港口 48 小时内，或船舶到达首个美国港口之前 48 小时航程内收到该货柜船上堆栈详图；及（b）按照当前 CBP 的规定，以电子方式向 CBP 提交一份关于目的地为美国的海运货物的特定事件的货柜状态信息。卖方同意保证承运人为买方进行辩护和补偿，使买方免受并偿还买方由于承运人没有遵守 CBP 的 10+2 要求而导致的所有罚金、罚款和赔偿，包括因承运人违反规定导致 CBP 扣留产品或拒绝产品通关而使买方蒙受的损失。

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