

Terms and Conditions to Purchase Order

采购订单条款与条件

1. Acceptance; Entire Agreement: This Purchase Order, including these terms and conditions (this "Order"), constitutes Buyer's offer to purchase from Seller products (collectively "Products"), or services ("Services"). 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 Order and, if applicable, any related agreement(s) such as the Business Unit Supply Agreement with Seller and the related Master (Business Unit) Supply Agreement (collectively "Related Agreements") whose terms and conditions apply to this Order, shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. In the event of a conflict between these terms and conditions and the Related Agreements, the Related Agreements shall take precedence. 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 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: 本采购订单, 包括这些条款和条件(本“订单”), 构成买卖双方就产品(统称“产品”)或服务(“服务”)的买卖达成的完整合意; 除非买方以书面形式同意, 否则买方特此明确, 无论以何种形式, 包括但不限于出现在卖方的报价单、告知书、确认书、发票及任何之前或者之后的沟通等, 如出现本订单之外的任何其他补充条款或者不同于本订单的条款和条件等, 此类条款和条件对买方不发生任何效力, 双方按此订单条款及条件履行。本订单以及任何相关协议(如有), 如相关的条款和条件适用于本订单的《业务单元供货协议》和主(业务单元)供货协议(统称“相关协议”), 将取代所有之前的谈判、讨论等, 且应构成买方与卖方之间的完整协议。如果本订单条款和条件与“相关协议”有冲突的, 应以“相关协议”为准。除非以书面形式, 经买方授权代表签署并明确提及此订单, 否则任何对本订单条件和条款的变更、修改、废除、免除、放弃或弃权均不能约束买方。除非以书面形式且经受约卖方的签署, 否则任何条件、惯例、贸易习惯、交易或履行程序及旨在修改、改变、解释或补充本订单条款和条件的谅解或协议均不发生效力。卖方应立刻向买方报告价格、折扣、规格、送货时间或其他条款的错误和任何明显的质量或尺寸的差异; 除非买方另有指示, 卖方应向买方立即退回金额差异或改正其他不一致之处。

2. Delivery; Inspection; Rejected Products: Time is of the essence. If a delivery is not expected to be made on-time, Seller will notify Buyer and will take all reasonable steps at Seller's own cost to expedite delivery; provided, however, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel this 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 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 Buyer's named place of delivery. 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 named place of delivery in conformance with the terms and conditions of this 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. Domestic shipments will be freight collect unless otherwise agreed to by Buyer's logistics department. 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 Seller shall assume responsibility for all fees and costs associated therewith and with getting the Products ready for loading, including but not limited to export customs clearance and associated 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 and shall also be responsible for loading of the Products at Seller's dock. 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) obtaining all necessary export licenses and authorizations, (ii) getting Products ready for loading, (iii) checking operations, packaging and appropriate marking of the Products and (iv) loading of Products at Seller's dock, Buyer is responsible for all costs for carriage/transportation from Seller's facility to Buyer's named place of delivery. 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 Buyer's named place of delivery 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. Buyer will pay for the Products as provided in the terms and conditions of this 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. No charge shall be made by Seller for packing, boxing, drayage, loading or storage unless otherwise stated herein. Products rejected and returned shall not be replaced by Seller without the prior written authorization of Buyer. The Products shall be subject to inspection and testing by Buyer before and after receipt. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of this 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 this Order and to return to Seller any Products previously delivered to Buyer, without right in Seller to cure such failure 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 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.

交付; 检查; 拒绝的产品: 时间是至关重要的。如果采购订单要求的货物预计不能按时交付, 卖方应通知买方; 除非买方在保留其他权利和补救措施且不承担任何责任的前提下, 基于此延迟通知卖方取消该订单, 并安排结束交易和/或其他主体购买相关替代产品, 否则卖方应自费采取所有合理行动来加速送货。买方由此产生的额外费用及一切损失, 由卖方承担。对于所有交付(无论是国内运输或国际运输), 产品从卖方所在地到买方指定的交货地点期间, 卖方享有产品的所有权; 卖方将产品交付至买方指定的交货地点且买方收到产品之前, 产品所有权不发生转移, 交付不应被视为发生。产品运输过程中的所有灭失风险均由卖方承担, 且产品仅在买方根据本订单的条款和条件在指定的交货地点收到后才视为完成交付。产品从卖方产品所在地到买方指定的交货地点的过程中, 买方没有义务购买保险。卖方将使用买方首选承运人将产品从其所在地运输到买方指定的交货地点。除非买方物流部门另行同意, 国内发货将采用运费到付方式。国际运输, 卖方应确保产品能够完全清关出口, 并安排将产品交付到集运枢纽或买方指定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证和授权, 并承担与此相关的所有费用和开支, 包括但不限于出口清关手续和相关文件费用。卖方应负责交付产品所需的检查操作、包装和适当标记的费用, 并应负责将产品装载到卖方的码头。卖方应自费提供买方收取产品所需的交货单和/或通常的运输单据。卖方应向买方发出有效的产品通知, 以及收取产品所需的任何其他通知。除非出口国要求进行装运前检验外, 买方应支付装运前检验费用。买方应获得所有必要的进口许可证和授权, 并承担与进口海关手续相关的所有费用和成本, 包括但不限于进口清关、关税和行政费用。买方负责从卖方产品所在地到买方指定交货地点的所有运输费用, 但买方不承担以下费用和成本:(i) 获得所有必要的出口许可证和授权, (ii) 准备装货, (iii) 检查操作、包装和产品的适当标记, 以及 (iv) 在卖方码头装货。基于买方的选择和要求, 卖方将预付从卖方产品所在地到出口港口的运输费用, 并将该费用添加到发票中。否则, 从卖方产品所在地到买方指定交货地点的所有运输费用采用运费到付方式。尽管有上述规定, 卖方应承担由于卖方未经买方事先书面同意的情况下, 未采用买方认可的承运人或未遵循买方其他方式的指示而产生的任何成本、费用、开支或罚款。在所有形式的文本和通信中, 无论是采用印刷版, 还是采用电子形式, 本条前述内容应被称为“EMR2006”。卖方应在产品交付到最终目的地后向买方提供商业发票。买方将按照本订单的条款和条件支付产品的款项。对于分批装运, 在装运前, 卖方应获得买方事先书面批准。所有材料应根据通常承运商的要求进行适当的包装、标记、装载和运输。任何由于不当包装而导致的材料的损坏将由卖方承担。除非另有规定, 卖方不得对包装、装箱、拖运、装载或储存收取任何费用。未经买方事先书面授权, 卖方不得更换被退货的产品。产品

在收到前和收到后应由买方进行检验和测试。所提供的任何产品及其交付时间和方式必须完全符合本订单的条款。任何不符合上述规定的情况将构成对整个订单价值的实质损害，买方有权据此自行决定取消本订单的全部或部分，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销。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（如果该等销售和处分为买方所同意）之前去除，而不仅仅是涂抹掉。

3. Discounts; Taxes: Any cash discount normally provided by Seller to any buyer shall apply to the Products. 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.

折扣; 税收: 卖方通常向买方提供的任何现金折扣均适用于本订单产品。除非本订单另有约定，在法律允许或不禁止卖方承担下述评估或征税的范围内，卖方应替买方支付任何针对进口工具或设备或生产、销售、运送、使用产品而进行的评估及费用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），并为买方提供相关辩护，使其免受损害。

4. Terms of Payment; Set-Off: Terms of payment shall be net the 5th day of the third month following the date of receipt of the Product at Buyer's facility or receipt of invoice by Buyer, whichever occurs last. 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 Order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer. Buyer shall not be obligated to pay any amount under an invoice which is dated or delivered more than twelve months after the delivery by Seller of such Product. Notwithstanding the foregoing, if any conflicts occur between this section and the mandatory requirements of local applicable law, the latter shall prevail; If any conflicts occur between this section and the section on the same subject matter in the commercial table of this Order or any other written documents agreed to by the parties, the latter shall prevail.

付款期限; 抵销: 付款期限为买方收到产品或收到发票之日(二者以较晚的为准)起第三个月的第五(5)个工作日。如果本协议项下需要进行分期付款，买方可以自行决定保留所有金额的10%及以下或任何分期付款的10%及以下，直到本订单项下已到期义务履行完毕；届时，所保留的金额在扣除抵消或赔偿的部分后，将由买方支付给卖方。如果本订单约定的条款包含任何折扣，打折的时间应从预定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。买方保留在随时抵消其在任何时候对卖方或其关联企业欠款的权利。任何卖方根据本订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提供适当收据证明给买方。如果卖方在产品交付后十二个月内未出具，或者未送达发票，买方没有义务支付该发票的任何款项。尽管有上述约定，如果本条与当地适用法律的强制性要求发生冲突，应以后者为准；如果本条与本订单的商业表或各方同意的任何其他书面文件中关于同一主题的部分发生冲突，应以后者为准。

5. Warranty: Seller warrants that, for a period of two (2) years from the date a Product is delivered to Buyer, such Product will be free from any defects in design, material and workmanship, such Product will be 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 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, cost 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 this Order. Seller warrants that (i) it and all subcontractors (as permitted in Section 22 below) hired by Seller will perform all Services in a good and workmanlike manner, (ii) all Services, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Order or provided to Seller by Buyer pursuant to this Order and all industry standards established by those engaged in a business similar to that of Seller, and (iii) all Services shall be free from defects of any kind in materials and workmanship.

保证: 卖方保证从产品交付至定购买方之日起的两年里，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有效。买方有权退回任何有缺陷或不符合要求的产品或违反本订单条款及条件的货运，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)天内退还产品的购买价格，或修理、更换有缺陷或不合格的产品，费用由卖方承担。与该等缺陷或不合格产品有关的或由于该等缺陷或不合格产品而导致的所有费用，包括但不限于将产品从买方运输到卖方再返回的运输费，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年内有效。如果卖方未能在本订单约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视为准时交货，除非经更改或替换的产品能在订单约定的交货期间内送达。卖方保证(i) 卖方及其所有分包商(如果按第22条相关约定卖方可以转包给该等分包商)将以良好和熟练的方式履行所有服务，(ii) 所有服务，包括本订单下提供的所有材料和设备，应当符合本订单的所有要求和规范或买方根据本订单提供给的要求或者规格，以及相关行业标准，(iii) 所有服务应在材料和制造工艺上没有任何缺陷。

6. 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 national, state/provincial and local governments and agencies thereof of China, including, without limitation, those relating to labor, health, safety and the environment. 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, including any applicable non-discrimination and affirmative action requirements, shall be deemed to apply to this Order. In particular, if that contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. Seller (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, marital status, political affiliation or sexual orientation, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans or any other protected group status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are incorporated into this Order by reference. Unless exempted, Seller agrees to comply with the requirements of these Equal Opportunity clauses and also agrees to comply with the provisions of 41 CFR 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61-250.10 and/or 41 CFR 61-300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). 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.

遵守适用的法律: 卖方声明、保证并承诺，在本订单下交付和/或提供的所有产品、商品和材料或/或服务，符合适用的中国的法律、规章、法规、命令、条约和其他国家、省及地方政府的及其机构的要求，包括但不限于与用工、健康、安全和环境相关的条款。如果本订单采购产品的目的是为了将其整合入政府合同或政府分包合同中销售的产品，前述合同或分包合同的条款，包括任何适用的非歧视性要求和优待措施，应视为适用于本采购订单。特别是，如果该合同或分包合同是与美国联邦政府签订的，就涉及美国境内的任何雇佣活动，卖方(i) 同意不基于性别、种族、肤色、宗教、国籍、年龄、婚姻状况、政治立场或性取向，残疾，残疾退伍军人，越战退伍军人，现役战时或战役徽章退伍军人或任何其他受保护群体身份而歧视员工或求职人员；(ii) 同意优先聘用和提拔合格的残疾人土和合格的受保护退伍军人。除非享受特别豁免，否则第41 CFR 60-1.4(a)、第41 CFR 60-741.5(a)和第41 CFR 60-300.5(a)中规定的机会均等条款将被援引并成为本订单的一部分。除非享受特别豁免，卖方同意遵守该等机会均等条款的要求并遵守41 CFR 60-300.5(a) (向所在州劳工署申报空缺职位)，41 CFR 61-250.10 和/或41 CFR 61-300.10 (关于受保护退伍军人的年度报告)，以及29 CFR Part 471, Subpart A之附录(发布对员工的通知)的规定。卖方应满足该政府合同或政府分包合同中规定的或卖方已经了解的所有评级或认证要求。卖方同意根据买方要求的形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护所有所需的执照、许可、授权或其他经营卖方业务、使用财产或卖方履行本订单所需的批准。如果卖方未遵守本节任何规定，卖方应立即通知买方。

7. Standards of Conduct: Buyer expects its suppliers to comply with generally accepted principles of social responsibility and corporate citizenship as set forth in the Environmental, Social and Governance Report of Emerson Electric Co. ("Emerson"). In particular, Buyer expects its suppliers and their employees to adhere to the principles included in the Emerson Supplier Code of Conduct and to follow the same principles and rules applicable to Emerson employees in the Emerson Employee Code of Conduct. Links to these documents can be found on the "Environmental, Social,

Governance” (“ESG”) page of emerson.com and under “Supply Chain” and “Integrity & Ethics” of the ESG/Governance page. Seller must comply and ensure its agents, contractors, suppliers, subcontractors, and sub-tier suppliers (collectively “Subcontractors”) comply with the applicable Modern Slavery Laws. “Modern Slavery Laws” means (i) laws prohibiting work or service that is performed involuntarily and exacted under the menace of violence or other types of penalty (“Forced Labor”) and/or other forms of Modern Slavery (as defined below) such as 18 U.S.C. 1589 of the US and the UK’s Modern Slavery Act 2015, and (ii) laws requiring entities to disclose their risks of Modern Slavery such as the California Transparency in Supply Chains Act and Australia’s Modern Slavery Act 2018 (Cth). “Modern Slavery” has the meaning given to that term or, if “Modern Slavery” is not used, similar terms (such as forced labor), in the Modern Slavery Laws. Seller confirms that it does not use any Forced Labor, it conducts its business in compliance with the applicable Modern Slavery Laws, and it is not subject to any investigation, enforcement or conviction involving Modern Slavery. Seller shall promptly notify Buyer of any actual or suspected breaches by Seller or its Subcontractors of the applicable Modern Slavery Laws and Seller agrees to provide Buyer immediately upon request any information and assistance that Buyer may require for compliance with the applicable Modern Slavery Laws.

行为准则: 买方期望其供应商遵守艾默生电气公司(“艾默生”)的《环境、社会和治理报告》(Environmental, Social and Governance Report: <https://www.emerson.com/en-us/esg>)中所述的“环境、社会和治理”为接受的社会责任和企业公民原则。艾默生期望其供货商及供货商员工遵守《艾默生供货商行为准则》(Emerson Supplier Code of Conduct: <https://www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf>)的规定,并且同样遵守《艾默生员工行为准则》(Emerson Employee Code of Conduct: <https://www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf>)中适用于艾默生员工的准则和规则。这些文件的链接可以在 emerson.com 的“环境、社会、治理”(“ESG”)页面和 ESG/治理页面的“供应链”和“诚信与道德规范”项下找到。卖方必须遵守并确保其代理人、承包商、供应商、分包商和次级供应商(统称“分包商”)遵守对其适用的现代奴役法(Modern Slavery Laws)。“现代奴役法”是指(i)禁止非自愿从事的工作或服务或采用暴力或其它类型的惩罚胁迫获取的工作或服务(“强迫劳动”)和/或其它形式的现代奴役(定义如下)的法律,如美国 18 U.S.C. 1589(禁止强迫劳动)和英国《2015 年现代奴役法》(Modern Slavery Act 2015),和(ii)要求实体披露其现代奴役风险的法律,如《加州供应链透明度法》(California Transparency in Supply Chains Act)和澳大利亚《2018 年现代奴役法》(Modern Slavery Act 2018 (Cth))。“现代奴役”指现代奴役法使用“现代奴役”这一术语来表述的情形;如果现代奴役法未使用“现代奴役”这一术语,“现代奴役”则指该等法律使用类似术语(如强迫劳动)来表述的情形。卖方确认其未使用任何强迫劳动,其业务符合适用的现代奴役法的规定,且其未涉及任何和现代奴役有关的调查、执行或定罪的事宜。如发生卖方或其分包商的任何实际或疑似违反适用的现代奴役法规定的情形,卖方应及时将情况通知买方,并同意基于买方的要求,立即为买方提供为遵守适用的现代奴役法买方可能要求的任何信息和协助。

8. Safety Provisions: It is the essence of this Order that all Services to be performed by Seller shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, Seller shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the Work to be performed hereunder, which rules and procedures at a minimum shall be the equivalent of or exceed applicable Buyer safety and health rules. All Services performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970 (“OSHA”), as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by Buyer to Seller for the benefit of Seller’s employees or those of its subcontractors shall be at the sole risk and liability of Seller to make sure that such equipment is fit for the use intended and is in proper working order. SELLER AGREES TO INDEMNIFY (INCLUDING ATTORNEYS’ FEES) DEFEND AND TO SAVE HARMLESS BUYER FROM ANY AND ALL CLAIMS OF SELLER, SELLER’S SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY BUYER OR ADVICE GIVEN BY BUYER RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT BUYER SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Seller shall maintain a drug and alcohol-free workforce at all times while on Buyer’s premises/location. Upon Buyer’s request, Seller shall provide Buyer with a copy of all accident reports prepared by or submitted to Seller, including all OSHA illness and injury reports.

安全规定: 卖方应以安全、熟练、杜绝不安全事件的方式提供所有服务。这对于本订单至关重要。因此,对于其有关人员和本合同项下要执行的工作,卖方应制定、维护和执行的适当的安全和健康规则和程序(包括培训),这些规则和程序应当于或超过适用的买方安全和卫生规则的要求。本订单下的所有服务应完全遵守所有有效的政府安全和健康要求,包括 1970 年《职业安全和健康法》(“OSHA”)制定的规则和标准,以及任何其他适用的联邦、州和/或地方安全或健康法律、规则或条例。买方为了卖方雇员或其分包商的便利向卖方提供的任何设备,应由卖方独自承担风险和责任,以确保该等设备适合于预期的使用并处于正常工作状态。卖方同意在法律允许的最大范围内,对卖方、卖方的分包商和他们的雇员因使用买方提供的任何设备或买方提供的与这些设备有关的建议而提出的任何和所有索赔进行赔偿(包括律师费),并使买方免受该等索赔的损害。双方知悉并同意,就前述事宜,买方不承担任何基于法律规定、合同、疏忽、严格责任或其他方面的责任。

9. Intellectual Property: Seller warrants that the Products and the sale and use of them will not infringe any 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, artwork, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this 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 Confidential Information as defined in Section 15 below, and shall be kept confidential, pursuant to the terms of Section 15 below, and shall be returned 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侵害任何中国或外国的专利、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卖方的专利、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、保密流程或技术诀窍、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、信息或数据以及因为本订单所产生的所有知识产权(如前句所述)都是买方的专有财产,卖方只能为了买方的工作而使用,且均属于买方的保密信息(定义见以下第 15 节),一旦买方要求应立即归还。买方将使用其自身的商标和商号推广、分销和/或销售产品。卖方在产品中包含的或在制造产品时使用的卖方的任何标识、名称、其他贸易标识、受版权保护的成果或其他知识产权的,买方有权使用此类知识产权。

10. Indemnity: Seller will indemnify and hold harmless Buyer and its 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 Order or such parties’ enforcement of this 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 contract or warranty, negligence, strict liability, other tort, infringement, 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 its 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 their respective successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers’ compensation laws of any state or jurisdiction.

补偿: 对于买方及其继承人和受让人可能遭受的和如下任一情况相关或因如下任一情况导致的任何及所有诉讼、损失、损害赔偿、责任、成本和费用(包括合理的律师费和其他的抗辩费用)(“损失”),卖方将对买方及其继承人和受让人进行补偿并使其免受损害。(a) 卖方违反其在本订单中作出的任何声明、保证或承诺,或受偿方执行本订单条款;(b) 产品的设计、开发、制造、分销、销售、使用或维修有关的索赔,无论该索赔是基于违约或违反保证、疏忽、严格责任、其他侵权行为、知识产权侵权或盗用或任何其他法律原因,但由买方的疏忽造成的情况除外;(c) 与卖方的产品或原材料的制造、分销、运输、储存、使用或处置有关的根据任何环境、健康、安全或其他法律、法规、规章或要求而进行的诉讼、索赔或要求。如果卖方的履约要求卖方、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劳务,卖方同意补偿并保护买方免受因该履约行为导致的人身或财产的伤害或损坏所引起的所有的诉讼、损失、索赔、损害赔偿、责任、成本和费用(买方导致的除外)。卖方同意当被要求并收到任何待决的该等诉讼、索赔或要求的合理通知时,卖方将为买方和买方的继承者及受让人就该等诉讼、索赔或要求进行辩护。另外,卖方明确且特别放弃所有在任何州或司法管辖区的劳工补偿法律之下可享有的免责权。

11. Insurance: Seller agrees to carry insurance covering product liability and general liability in amounts of not less than \$5,000,000.00 per occurrence. 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 Order by giving Seller written notice of Buyer’s election to cancel.

保险: 卖方同意购买涵盖产品责任和一般责任的保险, 且每次发生的保险金额不低于 500 万美元。针对所有这些保单, 如发生关于保险范围的条件和条款的取消、不延续或实质性变化的, 卖方应至少提前三十(30)天向买方发出书面通知。卖方应在所有这些保单中将买方列为附带被保险人。应买方的要求, 卖方应向买方提供证明此类保险的一份或多份保险证书来证明该保险范围。如果卖方不再足额投保以买方为附带被保险人的保险, 买方可以书面通知卖方的方式, 立即取消本订单或任何未履行完毕的订单。

12. 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 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: 买方和卖方不应因罢工、停工或其他劳资纠纷、火灾、自然灾害或其他超出受影响方合理控制范围的原因而导致的任何延迟或不履行承担责任; 但受影响方应在任何此类延迟或预期延迟开始后及时向非受影响方发出通知, 并应尽受影响方的最大努力, 尽可能迅速地履行送货或接受交付(视情况而定)。如果买方认为卖方交货的延迟或预期延迟可能会损害买方满足其生产计划的能力, 或者可能会以其他方式妨碍买方的运营, 并且这种延迟可能会持续十(10)天以上的, 买方可以选择立即终止本订单或任何未履行完毕的订单而不对卖方承担任何责任。如果遇到供货短缺, 卖方同意在买方和卖方的其他客户(如果适用)之间公平、公正地分配其可供的产品总供应量。

13. Cancellation, Termination and Suspension: Buyer reserves the right to cancel all or any part of the undelivered portion of this Order. This 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 Order or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal 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 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 Order, upon termination, cancellation or expiration of this 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 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.

取消、终止和中止: 买方保留取消本订单中未交付部分的全部或任何部分的权利。如果另一方严重违反本订单的任何条款或条件, 或发生以下任何事件, 买方或卖方可在任何时候以书面通知的形式立即终止本订单。(a)该另一方为债权人的利益进行转让, 或受制于任何自愿或非自愿的省级或联邦破产管理、无力偿债或破产程序, 或在义务到期时没有能力履行或书面承认其不能履行义务。该另一方经营其业务所需的执照、许可或授权被取消、中止或撤回; (b)该另一方作出任何重大的虚假或误导性的陈述、声明或主张。(c)该另一方未能开展工作以至危及本订单的履行; (d)和/或该另一方的解散或清算; 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。买方不承担任何特定的取消的费用或开销。尽管本订单中有任何相反的规定, 但在本订单终止、取消或到期时, 卖方应立即停止使用买方的任何知识产权、商业秘密和配方, 且将来也不得使用。如果本订单因卖方造成的事件或因卖方的行为或疏忽而被取消, 买方可通过其认为合理的方式完成卖方的履约, 卖方应负责并赔偿买方因此而产生的任何损失和合理费用, 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订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消因为卖方的行为或疏忽而导致买方为完成本订单而产生的额外费用以及其他买方的损失。在任何计算批量采购奖励的情况下, 任何买方因为延迟交付或其它违反本订单而取消的订单应被计入已作出、已交付且已被买方购买的数额。

14. Survival: The terms of Sections 3, 5, 6, 8, 9, 10, 13, 14, 15, 19, 22, 24, 25, 26 and 27 of these terms and conditions shall survive the termination, cancellation or expiration of this Order.

持续有效: 本条款和条件第 3、5、6、8、9、10、13、14、15、19、22、24、25、26 和 27 节的内容在本订单终止、取消或到期后仍然有效。

15. Confidential Information: The parties agree that each party will keep confidential all information disclosed to it by the other party or any of the other party's affiliates in connection with this Order ("Confidential Information") and will disclose Confidential Information only to those of its employees as will be directly concerned with performance under this Order. Each party agrees that it will not disclose Confidential Information it receives from the other party to any other person or entity without the express, prior written consent of the disclosing party. Each party agrees that it will protect the confidentiality of Confidential 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 Confidential Information to the disclosing party immediately upon written request. The parties agree that Confidential Information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, either party may disclose Confidential Information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided it shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that the other party may seek an appropriate protective agreement or order prior to the disclosure. The foregoing obligations will survive termination of this Order and will remain binding on the receiving party, its respective affiliates, successors and assigns forever. This Order is designated as Confidential Information subject to this Section.

保密信息: 双方同意, 对另一方或另一方的任何关联公司向其披露的与本订单有关的所有信息("保密信息")进行保密, 并且只向直接与本订单的履行有关的员工披露保密信息。双方同意, 未经披露方事先明确的书面同意, 不得向任何其他个人或实体披露其从披露方收到的保密信息。双方同意, 将以保护其自身专有信息的相同的谨慎程度来保护保密信息的机密性, 但不低于合理的注意, 并在收到披露方书面要求后立即将保密信息的(以任何媒介记录的)所有副本归还披露方。双方同意, 保密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。尽管有上述规定, 任何一方都可以在法律法规规定的范围内向任何政府及其机构或部门、任何证券交易所披露必须披露的保密信息, 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, 以便另一方可以在披露之前寻求适当的保护协议或安排。上述义务在本订单终止后仍然有效, 并对接收方、其各自的关联公司、继承人和受让人永远具有约束力。本订单为本节项下的保密信息。

16. Information Security: Without limiting Seller's obligations elsewhere in this Order, Seller shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of (i) National Institute of Standards and Technology Special Publication 800-53, or (ii) ISO/IEC 27001, in order to protect Buyer's Confidential Information, any other data of Buyer or its personnel, and Buyer's systems (all the foregoing referred to collectively as "Buyer's Data and Systems"). Upon reasonable notice to Seller, Buyer shall have the right to review Seller's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with Buyer's Data and Systems (collectively, "Seller's Processes and Controls") prior to and during the performance of this Order, including immediately at any time after any security incident incurred by Seller that may impact Buyer's Data and Systems. Upon discovery of any such security incident, Seller shall within twenty-four (24) hours inform Buyer of the incident and the nature of its impact on Buyer's Data and Systems. Additionally, Buyer at its own expense shall be entitled to perform, or to have performed by an independent third-party, an on-site audit of Seller's Processes and Controls. In lieu of an on-site audit, upon request by Buyer, Seller agrees to complete, within twenty (20) days of receipt, an audit questionnaire provided by Buyer regarding Seller's information security program. Seller shall implement any required safeguards as identified by Buyer or information security program audits.

信息安全: 卖方除了需要履行本订单中的其他义务, 还应实施不低于公认的行业惯例的基准安全保障和控制措施, 特别是最新发布的(1)(美国)国家标准与技术研究所特刊 800-53 或(2)ISO/IEC 27001 中规定的安全保障和控制措施, 以保护买方的保密信息、买方或其人员的任何其他数据以及买方的系统(上述所有内容统称为“买方数据和系统”)。在向卖方发出合理通知后, 买方有权在本订单履行之前和履行期间, 包括在卖方发生任何可能影响买方数据和系统的安全事件后的任何时间, 审查卖方与买方的数据和系统有关的政策、流程、控制以及对流程和控制的内部和/或外部审查的结果(统称为“卖方流程和控制”)。一旦发现任何此类安全事件, 卖方应在二十四(24)小时内将该事件及其对买方数据和系统影响的性质通知买方。此外, 买方有权自费对卖方的流程和控制进行现场审计, 或使用独立的第三方进行现场审计。作为对现场审计的替代方案, 卖方同意在收到买方提供的关于卖方信息安全计划的审计问卷后二十(20)天内完成该问卷。卖方应实施由买方或信息安全计划审计确定的任何必要的保障措施。

17. 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/或本订单项下的供应能力, 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。

18. Changes: Buyer reserves the right to change any specifications, drawings, delivery dates, quantities and items covered by this 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 Order while Buyer and Seller are in the process of making such changes and any related adjustments. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Products, or substitute any materials without prior written approval of Buyer.

变动: 买方保留不时地变更本订单所涉及的任何规格、图纸、交付日期、数量及项目的权利。如果该等变更将对价格或交付日期造成重大影响, 买方和卖方应共同商定并对价格和/或交付日期方面进行公平的调整, 以体现这种变更的影响; 但卖方应在收到买方变更通知之日起三十(30)天内以书面形式通知买方要求进行任何此类调整。在双方进行相关的变更和调整的过程中, 卖方不得暂停本订单的履行。在未经买方事先书面批准的情况下, 卖方不得进行任何可能影响产品性能、特性、可靠性或寿命的工艺或制造改变, 也不得替代任何材料。

19. Compliance with Law and Disclosure of Product Restrictions and Required Warnings: Seller represents, warrants and covenants that all Products, including chemical substances or materials constituting or contained in the Products or parts of Products are in compliance with all applicable chemical legislations and the **related national implementing legislations**, each as amended, varied or otherwise restated from time to time, including but not limited to the Restriction of Hazardous Substances ("RoHS") Directive 2011/65/EU, the Chinese Administrative Measures for Restriction of Hazardous Substances in Electrical and Electronic Products (July 2016), Regulation EC No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), and all other applicable product-related environmental regulatory requirements of the jurisdictions in which the Products will be delivered or marketed, including all federal, national, provincial, regional, state, and local laws, statutes, regulations, ordinances, administrative rules, orders that have the effect of law, and judicial rulings and opinions ("Laws") (e.g. EU Battery Directive, WEEE, Ecodesign Directive, etc.). Seller is and remains fully responsible for compliance at its sole cost with any applicable Laws, each as amended, varied or otherwise restated from time to time. Products shall not contain any chemicals that are banned or otherwise restricted in use or disposal under any Law or otherwise not compliant with the specifications provided in writing by Seller and Buyer. Seller is responsible for ensuring that Products are properly packaged, marked, labeled, documented, shipped, and/or registered under applicable Law. Any warnings, cautionary statements, and safety data sheets required by Law for the Products must be disclosed in writing by the Seller to the Buyer. At Buyer's request, Seller shall provide the chemical composition, including proportions and weight of substance, mixture, and any other relevant information or data, including but not limited to full or partial material declarations, or declaration of conformity with applicable Law. Seller undertakes to duly and immediately inform Buyer of any changes affecting compliance with any applicable Law. Insofar as Products, parts of Products or substances are not supplied in accordance with any requirement of this Section 19, Buyer reserves the right to cancel this Order in whole or in part without liability, or, at Buyer's sole option, to require cure of any noncompliance, without prejudice to any other remedies Buyer may have under these terms and conditions. In case of cancellation of this Order or proven violations of compliance with any applicable Law by Seller, Seller undertakes to indemnify and hold Buyer harmless from any claim, liability, loss, damage, judgment and/or external responsibility, irrespective of its legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement.

遵守法律并披露产品限制和法定警告: 卖方声明、保证并承诺, 所有产品, 包括构成或包含在产品或产品部件中的化学物质或材料, 都符合所有适用的化学品法律规定和不时修订、改变或以其他方式重申的相关国家法律规定, 包括但不限于, 危险物质限制("RoHS")指令 2011/65/EU, 《中国电器电子产品有害物质限制管理办法》(2016年7月), 关于化学品注册、评估、授权和限制的 EC 1907/2006 号法规("REACH"), 以及产品将被交付或销售的司法管辖区的所有其他适用的产品相关环境监管法规要求, 包括所有联邦、国家、省、地区和州和地方法律、法规、条例、行政法规、具有法律效力的命令, 以及司法裁决和意见("法律")(例如, 欧盟电池指令、WEEE、生态设计指令等)。卖方应承担全部责任及费用以遵守所有适用的法律, 包括该等法律不时修订、变更或以其他方式重申的版本。产品不应含有任何法律禁止或限制使用或处理的化学品以及买卖双方书面确认的规格不符的化学品。卖方应确保产品依照适用的法律规定, 进行适当的包装、标记、贴签、记录、运输和/或注册。卖方必须以书面形式向买方披露任何法律要求的产品警告、警戒性声明和安全数据表。应买方的要求, 卖方应提供化学成分信息, 包括物质的比例和重量, 混合物, 以及任何其他相关信息或数据, 包括但不限于全部或部分材料申报, 或遵守适用法律的申明。卖方承诺, 如有任何影响其遵守任何适用法律的变化, 将立即采用适当的方式通知买方。如果产品、产品部件或所含物质的供应不符合本条的任何要求, 买方有权全部或部分取消本订单而无需对卖方承担责任; 或者, 在不影响买方拥有的任何其他补救措施的情况下, 基于买方的单方决定, 买方有权要求卖方纠正任何不符合规定的情况。本订单被取消或卖方违反了任何适用的法律的, 无论基于何种法律依据, 卖方承诺赔偿并使买方免受任何索赔、责任、损失、损害、判决和/或外部责任的影响, 并承担侵权事件中对方不利的任何及所有危害、损失或损害。

20. IPPC: 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.

IPPC: 卖方应遵守《国际植物保护公约》("IPPC")中关于实木包装材料("SWPM")的所有规定, 如 ISPM-15 和其他内容。卖方应确保所有 SWPM 标有 IPPC 标志、国家代码、自然植物保护组织分配的编号和 IPPC 处理代码, 并就此提供适当的证明。

21. 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 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: 卖方保证其已审查了自身的供应链安全程序, 且这些程序实施符合遵守美国海关与边境保护局的海关-贸易伙伴反恐计划("C-TPAT")规定的标准。卖方特别承诺(1)在货运装货前按照 C-TPAT 规定的方法进行检查; (2)保持对其装运的和空的运输工具的安全控制; (3)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; (4)确保其商业合作伙伴遵守 C-TPAT 规定的标准。卖方进一步保证和陈述, 卖方已经制定和实施, 或将制定和实施定期审查程序, 并在必要时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符合 C-TPAT 规定的标准。卖方同意与买方共享该等年度审计的结果, 并同意向买方准备和提交针对此类审计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, 买方有权终止本订单。为了确认卖方的程序是否符合 C-TPAT 规定的标准, 买方的审计师有权查看卖方的记录并进入卖方的工厂。如果卖方加入了任何供应链安全认证项目, 如 C-TPAT 或卖方所在国可能存在的其他类似项目, 则卖方应向买方提供参与该等项目的书面证明。

22. Choice of Law; Venue; Miscellaneous: This Order and any claims arising from this Order shall be governed by the laws of the PRC, without giving effect to the conflicts of law provisions thereof. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sales transactions governed by these terms and conditions. Nothing contained in this Order will be construed to create a partnership or joint venture among the parties. 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 Order. If any part of this 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 Order shall be cumulative and in addition to, and not in lieu of, Buyer's rights and remedies granted at law and equity, 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 Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of such or any other terms, covenants and conditions of this Order nor the right to enforce the future performance thereof. In the event a dispute arises between the parties in connection with the interpretation or implementation of this Order (other than in connection with the rights and obligations set forth in the section above on Confidential Information or in connection with the rights, obligations and remedies set forth in an exhibit or section on tooling), 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 the dispute to China International Economic & Trade Arbitration Commission (the "Commission") for arbitration in Beijing, China. The arbitration shall be conducted in accordance with the arbitration rules of the Commission, as applicable, in effect on the date of the signing of this Order except to the extent such rules are inconsistent with the provisions set forth herein. There shall be three arbitrators appointed in conformity with such rules; provided, however, that to the extent the rules deviate in any way from the provisions set forth below, the following

provisions shall control: (i) each party shall be entitled to appoint one arbitrator, and the third arbitrator shall be appointed by the Commission, as applicable, and shall serve as the chairman of the arbitration tribunal; (ii) all procedures in any such arbitration shall be conducted in English and Chinese and a daily transcript in English and Chinese of such proceedings shall be prepared; (iii) all arbitrators shall be attorneys qualified to practice law and fluent in English and Chinese; (iv) any award shall be rendered in English and Chinese; and (v) the arbitrators shall decide in their award the allocation of costs, including the arbitrators' fees, expenses for translators and translations required in connection with the arbitration and all other costs to which the dispute may give rise. The award of the arbitrators shall be final and without appeal. When any dispute occurs and when any dispute is under arbitration, except for the matters under arbitration, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Order. In any arbitration proceeding, any legal proceeding to enforce any arbitration award, any remedy set forth in an exhibit or section on tooling and in any legal action between the parties pursuant to or relating to this Order, each Party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. If this Order is written both in English and Chinese, then in the event of any inconsistency or conflict between the English and Chinese versions, the Chinese version shall prevail. Notwithstanding the foregoing, if any conflicts occur between this section and the section on the same subject matter in any of the related Agreements, the section in such Related Agreement shall prevail.

适用法律, 争议解决, 其他: 本订单以及由本订单引起的任何争议应受中华人民共和国法律的管辖, 但不包括其冲突规范。1980年《联合国国际货物销售合同公约》不应适用于本条款和条件下的任何销售交易。本订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。未经买方事先书面同意, 卖方不得转让或分包其在本订单下的任何权利、利益或义务。本订单的段落标题仅供参考, 不构成解读本订单内容的依据。如果本订单的任何部分被认定为非法、无效或不可执行, 其余部分仍应完全有效。本订单中授予买方的任何权利和所有权利和救济均应是累积的, 不替代法律或衡平法授予买方的权利和救济措施, 买方保留所有该等权利和救济措施。买方在任何一次或多次情况下未要求卖方履行本订单任何条款、约定或条件, 或者未能行使本订单项下的任何权利, 不得视为买方放弃要求卖方履行本订单的此类或任何其他条款、约定或条件, 不得视为买方放弃行使任何此类权利。双方当事人就本订单的解释或者履行发生的争议(保密信息条款中约定的权利和义务, 或附件中及相关条款中约定的工具相关的权利、义务和补救措施除外), 双方首先应当努力通过友好协商解决。若双方未能在一方将争议通知另一方之后的 60 天内达成双方都能接受的争议解决方案, 则任何一方都可以将争议提交中国国际经济贸易仲裁委员会(“委员会”)在中国北京进行仲裁。仲裁应根据本订单签署之日使用的有效的委员会的仲裁规则进行仲裁, 与本订单的规定不一致的规则除外。仲裁应根据前述仲裁规则任命三名仲裁员, 如仲裁规则与以下约定不一致的, 应以下列约定为准。(i) 每一方有权指定一名仲裁员, 第三名仲裁员由本委员会指定(如适用), 并担任仲裁庭主席。(ii) 在仲裁过程中的所有程序以中、英文进行, 应准备一份中、英文的每日的庭审笔录, 日常文本应同时以英文和中文的记录书写。(iii) 所有的仲裁员应当是具有执业资格, 且是熟练运用中、英文的律师。(iv) 任何裁决应以英文和中文作出; 以及(v) 仲裁员应在其裁决中决定费用的分配, 包括仲裁员的费用、与仲裁有关的翻译费用和可能引起争议的所有其他费用。仲裁的裁决是终局的, 不得上诉。当任何争议发生时, 以及当任何争议正在仲裁时, 除了正在仲裁的事项外, 各方应继续行使各自在本订单下的其他权利并履行各自的其他义务。在任何仲裁程序中, 在执行任何仲裁裁决的法律程序中, 在实施附件或者相关条款中关于工具的任何补救措施的过程中, 以及在各方之间根据本订单或本订单有关的任何法律诉讼中, 各方明确放弃主权豁免的辩护, 以及基于其是主权国家的机构或部门的事实或主张的任何其他辩护。如果本订单以英文和中文书写, 在英文和中文版本之间出现任何不一致或冲突时, 应以中文版本为准。尽管有前述规定, 如果本节与任何相关协议中关于同一主题事项的章节发生冲突, 以相关协议中的条款为准。

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 Caracter General en Materia de Comercio Exterior*).

IMMEX: 如果卖方将产品运输至墨西哥, 卖方应遵守 IMMEX 计划法规以及对外贸易通则 (*Reglas de caracter General en Materia de Comercio Exterior*) 中适用的条款。

24. 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.

海关海上货物安全要求合规性: 卖方同意提供任何必要的协助, 以使海上承运产品运抵美国时符合美国海关与边境保护局 (“CBP”) 针对海运承运人的不定期修订的货物安全申报要求 (“10+2 要求”)。具体而言, 卖方应 (1) 向艾默生/买方或卖方 (视情况而定) 指定的进口安全申报 (“ISF”) 代理提供所有要求的信息以使该 ISF 代理能够及时、准确和完整的向 CBP 进行进口安全申报; 以及 (2) 确保海上承运人 (“承运人”): (a) 以经核准的电子表格的形式向 CBP 递交一份符合当前 CBP 要求的船舶装载计划, 以使 CBP 在船舶离开上一个外国港口后 48 小时内收到, 或在航行时间小于 48 小时的情况下, 在船舶抵达第一个美国港口之前收到该等船舶装载计划; 以及 (b) 按照当前 CBP 法规的规定, 就装船运往美国的货物的特定事件, 以电子形式向 CBP 提交一份集装箱状态信息。卖方同意并保证, 承运人应保护、赔偿、补偿买方并使买方免于遭受因承运人未能遵守 CBP 10+2 要求而引起的或与之相关的所有罚款、罚金和损失, 包括因承运人违反规定导致 CBP 没收产品或 CBP 拒绝产品通关放行致使买方遭受的损失。

25. Conflict Minerals Compliance: Seller agrees to trace and certify or, if Seller does not manufacture the Products, to require the manufacturer of the Products to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Products or parts of Products or in the manufacture of the Products or parts of Products and to promptly provide Buyer with such documents and certifications as requested by Buyer to satisfy Buyer's Securities Exchange Commission reporting obligations under Section 1502 of the Dodd-Frank Act relating to Conflict Minerals.

冲突矿物合规: 卖方同意追踪并证明, 卖方在产品或产品部件中使用的或在制造产品或产品部件的过程中使用所有材料中矿物的原产国; 如果卖方不是产品制造商, 则卖方同意其有义务要求产品制造商追踪并证明, 该制造商在产品或产品部件中使用的或在制造产品或产品部件的过程中使用所有材料中矿物的原产国。卖方将按买方要求及时提供该等文件和证明, 从而使买方能够根据 Dodd-Frank 法案第 1502 条与冲突矿物有关的规定履行其向证券交易委员会进行报告义务。

26. Delivery of Suspect/Counterfeit, Fraudulent and Substandard Items (“CFSI”): Seller is hereby notified that the delivery of suspect/counterfeit items is of special concern to Buyer. If any parts covered by this Order are described using a manufacturer part number or using a product description and/or specified using an industry standard, Seller shall be responsible to assure that the parts supplied by Seller meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. If Seller is not the manufacturer of the Products, Seller shall make all reasonable efforts to assure that the parts supplied under this Order are made by the Original Equipment Manufacturer (“OEM”) and meet the applicable manufacturer data sheet or industry standard. Should Seller desire to supply a part that may not meet the requirements of this paragraph, Seller shall notify Buyer of any exceptions and receive Buyer's written approval prior to shipment of the replacement parts to Buyer. If suspect/counterfeit parts are furnished under this Order or are found in any of the Products delivered hereunder, such items will be dispositioned by Buyer and / or the OEM and may be returned to Seller. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement of said parts. Buyer's remedies described herein shall not be limited by any other clause which is agreed upon between Buyer and Seller in this Order. At Buyer's request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may turn such parts over to its government customer for further investigation. Seller agrees that any government or quasi-government directive, such as a GIDEP (Government-Industry Data Exchange Program) alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller's parts contain counterfeit parts. To mitigate the CFSI risk, Buyer requires Seller to recognize this risk by introducing into Seller's quality assurance program a documented process to prevent, detect and disposition suspect CFSI's.

交付可疑/伪造、欺诈和不合格物品 (“CFSI”): 卖方特此确认, 买方高度关注交付物是否为可疑/伪造物品。如果本订单所涉及的任何部件使用制造商的零件编号或使用产品描述和/或使用行业标准进行说明, 卖方应负责确保卖方提供的部件符合适用的制造商数据表、描述和/或行业标准的最新版本的所有要求。如果卖方不是产品的制造商, 卖方应做出一切合理的努力, 以确保根据本订单提供的部件是由原始设备制造商 (“OEM”) 制造的, 并符合适用的制造商数据表或工业标准。如果卖方提供的部件存在可能不符合本款要求的, 卖方应在向买方发货之前通知买方任何不符合项, 并获得买方的书面批准。如果根据本订单提供了可疑/伪造的部件, 或者在根据本订单交付的任何产品中存在此类部件, 买方和/或原始设备制造商将对这些物品进行处理, 并可能将其退回给卖方。卖方应立即用买方可接受的部件替换此类可疑/伪造部件, 并且卖方应承担所有费用, 包括但不限于买方与拆除和替换上述部件有关内外部分开支。在此描述的买方补救措施不应受到买方和卖方在本订单中商定的任何其他条款的限制。在买方的要求下, 卖方应将任何移除的伪造零件归还给买方, 以便买方可以将这些零件交给其政府客户进行进一步调查。卖方同意, 如果任何政府或准政府指令, 如 GIDEP (政府-行业数据交换计划) 警报, 表明这些部件是假冒的, 应被视为卖方的部件含有假冒部件的确切证据。为了降低 CFSI 风险, 买方要求卖方认识到这一风险, 在卖方的质量保证计划中引入文件化的流程, 以防止、检测和处置可疑的 CFSI。

27. Personal Data Protection: Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and afforded all of the protections set forth in these terms and conditions. In addition to and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view and use Personal Data only to the extent necessary to perform under this Order. Neither party shall transfer or otherwise allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws and best practices relating to data privacy and data security.

个人数据保护: 个人数据, 包括与已识别或可识别的自然人有关的任何信息, 应被视为保密信息, 且应受到本条款和条件中规定的所有保护。包括但不限于遵守一般适用于保密信息的义务之外, 双方同意各自仅在履行本订单的必要范围内处理、应用、查看和使用个人数据。除非得到另一方的明确指示或授权, 任何一方都不得转让或以其他方式允许使用另一方的个人数据。双方都应遵守与数据隐私和数据安全有关的适用法律和最佳实践。

28. Electronic Commerce: The parties hereby acknowledged and agreed that, other than executing this Order in HARD COPY, from time to time, the parties may engage in "Electronic Commerce" activities, which may include, without limitation, Purchase Order Formation, Purchase Order Administration, E-Sourcing/Procurement, Inventory Management, Electronic Data Interchange, and Electronic Invoice Presentment. For purposes of Electronic Commerce, any electronic record, which may be any electronic message sent between parties, any electronic contract, any electronic notice, or any other electronic record of a transaction (each, an "Electronic Record") will be deemed: (a) "written" and a "writing"; (b) "signed" by a person with the intent to sign the Electronic Record, when the person places or causes to be placed on any such Electronic Record a name or other identifier attributed to the person; and (c) an original business record when printed from an Electronic Record established and maintained in the normal course of business.

电子商务: 双方特此知悉并同意, 除了采用纸质版本签署订单以外, 双方可不时地进行 "电子商务" 活动, 其包括但不限于: 订单订立、订单管理、电子寻源/采购、库存管理、电子数据交换和电子发票的提交。为电子商务之目的, 任何电子记录, 包括双方之间发送的任何电子讯息、任何电子合同、任何电子通知为形式的任何电子记录, 或者有关一笔交易的任何其他电子记录 (每一个即为一份 "电子记录") 都将适用如下规定: (a) 每一份电子记录都将被视为 "书面形式的" 以及一份 "书面文件"; (b) 当签署人亲自或让他人将本人的姓名或其它可辨别身份的标识置于任何电子记录后, 该电子记录将被视为已被该人 "签署" 且签署时具有签署电子记录的意图; (c) 任何在正常经营过程中建立和保存的电子记录经印制后将被视为一个原始的业务记录。