

## General Terms and Conditions 一般条款与条件

### Purchase Order 采购订单

1. **Acceptance of Entire Agreement:** These Purchase Order General Terms and Conditions including the terms and conditions on the face of the Purchase Order delivered by Buyer and all proposals, designs, plans and other documents specified by Buyer in such Purchase Order (hereinafter collectively defined as the "Contract") shall govern all purchases made by the Buyer from the Seller of goods, products and other equipment, including any software imbedded therein ("Products") and/or services ("Services"). Unless governed by a separate and specific agreement mutually agreed to in writing, executed by an authorized representative of both Parties, this Contract shall constitute the complete and final written agreement between Buyer and Seller and supersedes all other agreements and understandings between the Parties regarding the supply of Products and the performance of Services pursuant to the Contract. Seller's terms and conditions, whether included by reference in this Contract or in any other document delivered or issued by Seller, shall not be binding on the Buyer unless Buyer expressly agrees in writing and which acceptance shall be clearly referenced on the face of the Purchase Order.

**接受合同全部:** 采购订单的一般条款和条件, 包括买方提出的采购订单载明的条款和条件, 以及买方在该采购订单中指定的所有建议、设计、计划和其他文件 (以下统称为 "合同") 应适用于买方从卖方购买的货物、产品和其他设备, 包括任何内置其中的软件 ("产品") 和/或服务 ("服务")。除由双方授权代表以书面形式达成的单独的具体协议, 本合同应构成买卖双方的完整和最终书面协议, 并取代所有其他协议及双方根据合同就产品的提供和服务的执行达成的谅解。除买方书面明确同意并在采购订单上明确接受, 卖方的条款和条件, 无论是在本合同中还是在卖方提交或签发的任何其他文件, 均不对买方具有约束力。

2. **Price:** The Products supplied or to be supplied and the Services performed or to be performed pursuant to this Contract shall not be invoiced at a higher price than set out in the Purchase Order without the prior written consent of Buyer. The price set out in the Purchase Order is all inclusive of taxes, fees and other costs, and subject to this Section 2, Seller is not entitled to any additional payment unless agreed to in writing by Buyer. No charges will be allowed for packing,

crating, freight surcharges, expedited delivery or cartage unless expressly stated in the Purchase Order. The charges and taxes payable by Buyer in accordance with this Contract must be itemized as separate line items, at Seller's actual cost on each invoice.

**价格:** 未经买方事先书面同意, 根据本合同提供或即将提供的产品以及执行或将要执行的服务不得以高于采购订单中规定的价格开具发票。采购订单中所列的价格包括税金、费用和其他费用, 且根据本第 2 条, 除非买方书面同意, 否则卖方无权获得任何额外付款。除非在采购订单中明确规定, 否则包装费、装箱费、运费附加费、加速运转费或运输费将不予收取。买方根据本合同应缴纳的费用和税项必须按卖方每张发票上的分列为单独的项目。

### 3. **Warranties, Inspection, and Right of Rejection:**

**Products Warranty:** Seller hereby warrants that all Products shall (i) be produced in accordance with the terms of this Contract and fit for the purposes intended, (ii) comply with all applicable foreign and federal, state, provincial, municipal and local laws, ordinances and governmental rules, regulations and requirements, (iii) conform to the specifications, MSDS, Certificates of Analysis, drawings, samples, or other descriptions furnished, and (iv) be new, of merchantable quality, and free from all defects, whether patent or latent, and that the workmanship of the Products is of the highest standards and, where the materials to be used are not specified, such materials used meet the highest standard of quality. **Services Warranty:** Seller hereby warrants and guarantees that (i) all Services shall comply with all applicable foreign and federal, state, provincial, municipal and local laws, ordinances and governmental rules, regulations and requirements, (ii) Seller shall perform its obligations for the benefit of Buyer in a professional, workmanlike, and timely manner, consistent with industry standards and in compliance with any scope of work or similar document included in the Contract. Time is of the essence in the performance of Seller's obligations hereunder. Buyer's acceptance of Seller's late performance shall not be deemed a waiver of this provision. **Inspection.** All Products will be subject to inspection and approval by Buyer with respect to quantity and patent defects. **Rejection.** If Products are rejected they will be held for disposition at Seller's risk

and expense and any payment shall be promptly refunded by Seller. Any inspection or approval performed at Seller's location or elsewhere during or after manufacture, whether or not such inspection or approval be provided for by the terms of this Contract, shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the foregoing right of inspection and approval or rejection after receipt of Products by Buyer at Buyer's location. Seller may be given a reasonable opportunity to correct defects after the receipt of such Products by Buyer, but only if corrections can be made within a reasonable time. Seller guarantees that any Products, Services, or any part thereof found defective or that do not meet any of these warranties within the longer of (i) Seller's standard warranty period, or (ii) one (1) year after such Products or part thereof are put into use by Buyer, or within one (1) year after such Services or part thereof are performed by Seller, will be promptly repaired, replaced or re-performed without charge. If such repair, replacement or re-performance is insufficient in Buyer's sole discretion, the full original cost of such Product or Service shall be refunded to Buyer. Such remedies are without prejudice to any other remedy of Buyer and shall also be warranted for an additional warranty period equal to the original warranty period after the date the repair, replacement or re-performance is completed, including delivery and installation where applicable. Buyer shall also have the right to have any Service provider removed and replaced at any time for any reason.

**保证、检验和拒收权：**产品保证：卖方特此保证所有产品应(i)按照本合同条款生产，并符合预期目的，(ii)符合所有适用的外国和联邦、州、省、市和当地法律、条例和政府规章制度及要求，(iii)符合提供的规格、化学品安全说明书、分析证书、图纸、样品或其他说明，(iv)为新的，具有可销售质量，无任何瑕疵，无论瑕疵是专利相关的或潜在的，且产品的工艺符合最高标准，如使用的材料无具体约定，这些材料符合最高质量标准。服务保证：卖方特此保证并保证：(i)所有服务应遵守所有适用的外国和联邦、州、省、市和当地法律、条例和政府规章制度及要求；(ii)卖方以专业、熟练、及时的方式，符合行业标准并符合合同中所包括的任何工作范围或类似文件，履行其符合买方利益的义务。卖方在履行本合同所约定的义务时，时间至为关键。买方接受卖方迟延履行不应被视为买方对本条款的弃权。**检验。**所有产品将受到买方对数量和专利瑕疵的检查以获得批准。**拒收。**如果产品被拒收，将由卖方承担风险和费用，并立即退还任何款项。在制造

期间或其后于卖方所在地或别处进行的任何检验或批准，不论这种检验或批准是否由本合同条款规定，均属临时性的，并不构成最终验收或被解释为买方在买方所在地收到产品后对前述检验和批准或拒收的权利的弃权。卖方可以在买方收到该产品后得到纠正瑕疵的合理机会，但前提是在合理的时间内可以作出纠正。卖方保证在(i)卖方的标准保修期内，或(ii)此类产品或其一部分在买方使用后的(1)年内，或在卖方提供服务或其部分后的(1)年内，任何产品、服务或其任何部分发现有瑕疵或不符合上述任何保修要求的，将立即维修、更换或重新执行而不收费。如买方认为该维修或重新执行不充分，则该等产品或服务的全部原价应退还买方。该救济措施不影响买方的其他救济方式并应保证在维修、更换或重新执行完成后，包括交付和安装(如适用)，额外保修期与原保修期相同。买方还有权在任何时候以任何理由撤换任何服务供应商。

**4. Delivery Schedule: Title and Risk of Loss:** All Products to be delivered to Buyer shall be packaged in accordance with applicable laws and with instructions or specifications in this Contract or referred to in drawings or specifications for the Products. In the absence of any such instructions or specifications on packing and packaging, Seller shall (i) comply with the best commercial practice for shipment adequate for safe arrival of the Products at Buyer's specified destination, (ii) comply with carrier regulations, and (iii) secure the lowest possible transportation rates. Where Buyer is responsible for transportation, any extra transportation cost resulting from failure to comply with this Section shall be charged to Seller's account. Title and risk of loss of all Products shall pass to Buyer pursuant to the terms on the relevant Purchase Order. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, weekend and holiday work, without additional cost to Buyer) as may be required to ensure timely delivery of the Products and performance of the Services to Buyer. Regardless of delivery or performance in installments, Seller's obligation is not severable. All Products delivered and Services performed under this Contract shall be free of all liens, hypothecs, security interests, rights of others and other charges and encumbrances and, if Buyer requests, a proper release of all liens or satisfactory evidence of freedom from liens will be promptly delivered to Buyer. Buyer will not accept shipments sent cash on delivery (C.O.D.) without Buyer's prior express

consent and will return them at Seller's risk. In the event Seller reasonably believes that the delivery of Products or performance of Services pursuant to this Contract may be delayed, Seller shall immediately inform Buyer of any such delay and shall submit recovery plans to meet Buyer's requirements. Notwithstanding the foregoing, Seller shall not be relieved of its liability as a result of the late delivery of such Products or late performance of such Services, unless due to a force majeure event per Section 11.

**交付进度：所有权和损失风险：**交付给买方的所有产品应按照适用法律和本合同的说明或规格进行包装，或参考产品图纸或规格进行包装。在没有任何关于包装和装潢的指示或规范的情况下，卖方应该（i）遵守足以使产品安全到达买方指定目的地的最佳货运商业惯例（ii）遵守承运人规章，和（iii）确保尽可能低的运费率。在买方负责运输的情况下，由于未能遵守本条规定而产生的任何额外运输费用应由卖方承担。所有产品的所有权和损失风险应根据相关采购订单的条款转移给买方。卖方应提供足够的劳动力和管理力量，工厂和设备，及因可能需要确保及时向买方交付产品和执行服务的工作时间（包括夜班、加班、周末和假日工作，无需买家支付额外费用）。即使分期交货或执行，卖方的义务也是不可分割的。所有根据本合同交付的产品和执行的执行服务均负有留置权、抵押权、担保权益、他人权利以及其他费用和负担，如果买方要求，所有担保应及时解除或向买方提供令人满意的免除担保的证据。未经买方事先明示同意，买方不接受货到付款（C.O.D.），且风险将由卖方承担。如卖方合理地认为合同约定的产品的交付或服务的执行可能迟延，卖方应立即通知买方该迟延并提交补救方案以满足买方要求。尽管有上述规定，非因第 11 条所规定的不可抗力事件，卖方不得就迟延交付产品或执行服务而免除其责任。

**5. Changes to Quantity or Scope:** The quantity of Products delivered or the scope of Service provided by Seller pursuant to this Contract shall neither exceed nor be less than the quantity of Products or scope of Service specified in the Contract, without Buyer's prior written permission. If Buyer changes the terms of a Purchase Order thereby causing an increase or decrease in the cost of, or the delivery schedule or performance schedule for, the Products or the Services covered by this Contract, Seller shall advise the Buyer, in writing, within ten (10) days of receipt of such change request from Buyer, of any equitable adjustment in the invoice, delivery or performance schedule, or both, that the Seller

intends to make. Any claims by Seller for adjustment under this clause following such ten (10) day period shall be deemed waived.

**数量或范围的变化：**未经买方事先书面许可，卖方根据本合同交付的产品数量或提供的服务范围不得超过或少于合同规定的产品数量或服务范围。如果买方更改了采购订单的条款，从而造成本合同所涵盖的产品或服务的成本或交货时间或履行时间的增加或减少，卖方应在收到买方的变更请求后十（10）日内，以书面方式通知买方卖方拟对发票、交货或履约时间或该两者作出的公平调整。卖方在此十（10）日期限后根据本条款作出进行调整的任何要求应被视为弃权。

**6. Payment Terms:** Itemized invoices must include the Purchase Order Number and the corresponding Purchase Order item number for the Products in question. Where Products are delivered the invoice shall also indicate the manufacturer and sku, the date and terms of shipment, itemized quantities, descriptions and corresponding prices of the Products shipped, any discount terms, and a copy of the signed proof of delivery to verify receipt of the Products by Buyer. Where Services are performed, the invoice shall also include a reasonably detailed description of the Services provided. Payment of invoices does not constitute acceptance of the applicable Products or Services and payment thereof is without prejudice to any and all claims the Buyer may have against the Seller under this Contract. If Buyer and Seller agree to payment terms other than Net 65 days from receipt of undisputed invoice, such terms shall be clearly stated on the Purchase Order.

**付款条件：**分项发票必须包括采购订单编号和相应的采购订单产品编号。在产品交付时，发票还应注明制造商和产品编号、发货日期和条件、交付产品的明细数量、说明和相应价格、任何折扣条款以及经签字证明买方已收货的交付凭证复印件。在提供服务的情况下，发票还应包括对所提供服务的合理详细描述。支付发票不构成接受合同约定的产品或服务，且其支付不影响买方根据本合同向卖方提出的任何和所有索赔。如果买方和卖方同意其他付款条件而非“收到无争议发票后 65 天内付款”，该条件应在采购订单上明确说明。

**7. Audit:** Buyer reserves the right to audit Seller's records and facilities to assure compliance with the terms of this Contract and any applicable laws or regulations. Seller

shall make available all data reasonably requested by Buyer. Seller shall ensure a comparable right to audit with any subcontractors.

**审计:** 买方保留对卖方记录和设施进行审计的权利, 以确保遵守本合同条款和任何适用的法律法规。卖方应提供买方合理要求的所有数据。卖方应确保对任何次级供应商享有同等的审计权利。

**8. Intellectual Property:** "Intellectual Property" shall mean any and all information, knowledge, data, developments, designs or processes protected by a patent, trademark, copyright, trade secret, or agreement or any other exclusive right under state, federal or any international law. Seller shall immediately notify Buyer if Seller has or acquires knowledge of any Intellectual Property rights under which a suit for alleged infringement thereof can reasonably be brought in connection with the Services rendered or the Products delivered pursuant to this Contract. Seller shall defend, indemnify and hold Buyer harmless, at Seller's expense, from and against any claims threatened or brought at law or in equity arising out of or related to the Products or Services against Buyer, its affiliates, successors and assigns, for infringement of any third party Intellectual Property rights, Seller shall pay the costs and expenses of any such action or suit, including reasonable compensation and expenses of experts and legal counsel of Buyer's choice and selection, and Seller shall also pay and hold Buyer harmless from damages or other sums, settled, awarded or assessed in any such action or suit. No compromise or settlement directly or indirectly affecting Buyer's operations may be agreed to without Buyer's consent, which will not be unreasonably withheld. If any of the Products, Services, or any component part furnished hereunder, is held to infringe, or their use is enjoined, Seller shall, promptly at Seller's expense, procure for Buyer the right to continue using the Products or Services, replace them with a substantially equivalent non-infringing product or service, or modify them so they become non-infringing with substantially equivalent performance. Seller's obligations must be performed in such a manner so as not to interfere with Buyer's operations as determined in Buyer's sole discretion. Should Seller fail to comply with the above within the time period set out by Buyer, Buyer reserves its rights at law or, at its option, to return the infringing Products to Seller at Seller's expense, in which case Seller shall refund

the purchase price to Buyer within ten (10) days from the delivery of the infringing Products.

**知识产权:** "知识产权"指的是受国家、联邦或任何国际法的专利、商标、著作权、商业秘密或协议保护或其他专有权保护的任何及所有信息, 数据, 开发, 设计或过程。如果卖方拥有或已知任何可就本合同提供的服务或交付的产品合理提起侵权诉讼的知识产权, 卖方应立即通知买方。卖方应当自负费用就因产品或服务引起的或与之相关的任何向买方及其关联公司、继受人和受让人提起的侵犯任何第三方知识产权的索赔或诉讼, 为买方进行抗辩、赔偿并且确保买方不会因此遭受任何损失, 卖方还应支付并使买方免受损失或其他款项、和解、裁判或赔偿的损害。未经买方同意(不得无理拒绝), 不得同意任何直接或间接影响买方操作的妥协或和解。如果任何产品、服务或本合同项下提供的任何部件被认定侵权, 或被禁止使用, 卖方应自负费用为买方取得继续使用产品或服务的权利, 以实质上等同的非侵权形式予以替换, 或对其进行修改使其成为具有相同性能的非侵权产品或服务。卖方义务的履行方式应不影响买方根据自身判断决定的操作。如卖方未在买方规定的时间内履行上述条款, 买方有权依法保留权利或自行选择将侵权产品退回卖方, 费用由卖方承担, 在此情况下, 卖方应在侵权产品交货后十(10)日内向买方退还货款。

**9. Indemnity and Limitation of Liability:** To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, its subsidiaries and affiliates (each an "Indemnitee"), from and against all claims, demands, damages, liabilities, losses and expenses (including attorney and paralegal fees and court costs and including penalties and interest) incurred or suffered by any indemnitee and arising out of or resulting from, directly or indirectly, (i) the Products delivered or Services performed pursuant to this Contract; (ii) any act or omission of Seller in the performance of its obligations under this Contract; (iii) a breach of Seller's representations or warranties; or (iv) a breach by Seller of any of its obligations under this Contract including but not limited to bodily injury, sickness, disease or death, or damage to or destruction of tangible property (including loss of use resulting therefrom). The foregoing indemnity shall be in addition to any other indemnity obligations of Seller set forth in this Contract. Any insurance recoveries or policies shall not limit any obligation of Seller hereunder.

赔偿和责任限制：卖方应在法律允许的最大限度内，赔偿买方、为买方抗辩并使买方免受所有受偿者承受的或因下列原因直接或间接引起或导致的索赔、要求、赔偿、责任、损失及费用（包括律师及律师助理费和诉讼费用并包括罚款及利息）：（i）根据合同交付的产品或提供的服务；（ii）卖方履行合同约定义务时的任何作为或不作为；（iii）卖方违反其陈述或保证；（iv）卖方违反其在本合同项下的任何义务，包括但不限于身体伤害、病痛、疾病或死亡，或有形财产的损失或破坏（包括由此造成的使用损失）。上述赔偿是卖方在本合同中规定的任何其他赔偿义务的补充。卖方在本合同项下的任何义务不受任何保险赔偿或保单的限制。

**10. Anti-Corruption; Code of Conduct:** Supplier shall comply with all applicable laws, regulations, and all other legal requirements of any type that apply to any aspect of Supplier's activities in connection with this Contract, including, without limitation, those dealing with the sale, promotion, marketing, delivery, distribution, performance, or installation of goods, tax, foreign exchange, economic and currency controls, and all other applicable laws. For purposes of this Section, "Government Official" means any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization. Supplier understands that Buyer's business practices prohibit bribery and corrupt behavior in any form. Supplier shall not offer, pay or provide anything of value, including but not limited to cash or other value, or in the form of a bribe, gratuity or other inducement, either directly or indirectly to any Government Official for the purpose of influencing any act or decision. Supplier shall comply with all applicable laws that relate to corruption or bribery including but not limited to, money laundering, terrorism, commercial bribery, or bribing or otherwise improperly dealing with Government Officials. Such activity is prohibited even if the activity appears customary or consistent with prevailing business practices. Promptly upon request, Seller will certify in a written form acceptable to Buyer that Supplier has complied with this section and, if requested, will permit SW to inspect Supplier's books and records to ensure compliance. Supplier will cause its owners,

officers, employees, representatives, and agents to cooperate fully in any investigation of Supplier activities by SW or any governmental, legal, or regulatory body. Supplier represents and warrants that: (i) neither Supplier, nor any of its owners, officers, employees, agents, or representatives have been convicted of or debarred from the practice of a profession based on an offence involving deceit, fraud, or moral turpitude; (ii) Supplier has not made any improper payment to a Government Official in connection with Supplier's relationship with Buyer or otherwise to obtain or retain business; (iii) Supplier shall require all of its dealers and Suppliers to comply with the requirements of this Section and shall require such dealers and Suppliers to cooperate with Buyer and/or Supplier in any inquiry related to this section. Supplier shall be responsible to ensure that Supplier's dealers and Suppliers for Products are in compliance with the requirements of this Section.

**反腐败;行为准则:**供应商应遵守所有适用的法律、法规,和任何适用于供应商与本合同有关方面的所有其他法律要求,包括但不限于涉及销售、推广、营销、配送、分销、执行、或货物安装、税收、外汇、经济和货币管制,及其他适用法律的规定。根据本条目的,“政府官员”指政府或其任何部门、机关或机构、或国际公共组织的任何官员或雇员,或以官方身份代表任何政府或部门、机关或机构行事的,或是为了或代表任何此类公共国际组织的任何人。供应商理解买方的商业行为禁止任何形式的贿赂和腐败行为。供应商不得以直接或间接的方式向政府官员给付、支付或提供任何有价值之物,包括但不限于现金或其他价值物,或以贿赂、报酬或其他诱惑,以达到影响其行为或决定的目的。供应商应遵守所有涉及腐败或贿赂适用的法律,包括但不限于洗钱,恐怖主义,商业贿赂或行贿,或与政府官员的其他不正当往来。即使行为被视为惯例或符合当前商业惯例,此种不正当行为也是禁止的。应买方要求,卖方将立即以买方认可的书面形式证明供应商已遵守本条约定,如买方要求,卖方允许宣伟公司检查供应商的账簿和记录以确保其合规。供应商将敦促其所有人、管理人员、员工、代表和代理人充分配合宣伟公司或任何政府、法律或监管机关对其商业活动的调查。供应商陈述并保证:

(i) 其所有人、管理人员、员工、代表和代理人均未因涉及欺诈、诈骗或道德败坏的行为而被定罪或被取消从事某专业的资格;(ii) 供应商没有就与买方的关系或以其他方式获取或保留业务而向政府官员支付任何不当付款;(iii) 供应商应当要求其所有的经销商和供应商遵守本条款,并要求该经销商和供应商配合买方和/或供应商进行与本



条相关的任何调查。供应商应负责确保其经销商和产品供应商遵守本条款的要求。

11. **Force Majeure:** If the performance of this Agreement, or of any obligation hereunder is delayed, prevented, restricted or interfered with in whole or in part, by reason of: (a) fire, explosion, illegal strike, casualty or accident resulting in plant closure, lack or failure of transportation facilities, epidemic, cyclone, flood, drought, or inability to obtain, for reasons beyond the reasonable control of a party hereto, raw materials, power or supplies; (b) war, revolution, civil commotion, acts of public enemies, blockage or embargo; (c) any law, order, or other requirement of any government binding upon the party unable to perform; or (d) any other act or condition whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of a party hereto; the party so affected, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such delay, and the other party shall likewise be excused from performance of its obligations to the extent such obligations related to the performance so prevented. In such event (i) the party affected shall use its best efforts to avoid and to remove such causes of nonperformance and both parties shall continue performance hereunder in good faith whenever such causes are removed; and (ii) nothing herein contained shall be construed as requiring either party to accede to any demands of employees or labor unions which such party, in its sole discretion, shall consider unreasonable. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or sub-contractors. Should the affected Party be unable to resume performance within 30 days, the non-affected Party shall be entitled to terminate this Contract by giving a written notice to the other Party confirming its election to terminate this Contract, which termination shall take effect on the date of the delivery of such notice or later on as specified in such notice.

**不可抗力:** 如履行本合同或任何合同项下的义务因下列原因导致全部或部分迟延、受阻、受限或受干扰, 受影响一方基于即时书面通知另一方后, 在延误范围内的义务履行应被免责, 另一方与受阻义务的履行相关的义务履行同样应被免责: (i) 火灾、爆炸、非法罢工、事故或意外导致工厂关闭、运输设备不足或失效, 传染病, 飓风, 洪水, 干旱

或因超出一方合理控制的原因而无法获得原材料, 能源及供应; (ii) 战争、革命、内乱、公敌行为、封锁或禁运;

(iii) 任何法律, 命令或任何政府的其他要求约束其不能履行; (iv) 其他任何与上述列举类似或不类似的超出一方合理控制范围的行为或情况。在此情况下 (i) 受影响一方应尽其所能避免或消除这种不履行的原因, 且在该原因消除时, 双方都应继续善意履行本合同; (ii) 本协议的任何内容均不应被解释为要求一方同意该方依其独立判断认为不合理的员工或工会的任何要求。不可抗力不包括财务困难, 资不抵债, 破产或其他影响一方、关联方和/或次级供应商的类似情况。如受影响乙方无法在 30 日内恢复履行, 非受影响的乙方有权以书面通知另一方确认其选择终止合同的方式终止本合同, 该终止与通知发出之日起生效或按通知指定日期生效。

12. **Insurance:** Seller shall procure and maintain appropriate insurance coverage meeting or exceeding the following requirements, as well as all jurisdictional and legal mandates: (a) Commercial General Liability: Commercial General Liability Insurance, including contractual liability, premises liability, on-going operations liability, completed operations liability, personal injury, broad form property damage with minimum limits of US\$2,000,000 per occurrence and US\$3,000,000 in the aggregate. The policy shall include Buyer as an additional insured, include cross-liability coverage and shall be endorsed to include a waiver of subrogation in favor of Buyer. (b) Employer's Liability: Employer's Liability Insurance in an amount not less than \$1,000,000 for bodily injury by accident, each accident US\$1,000,000 bodily injury by disease, each employee and policy limit. (c) Workers' Compensation: Workers' Compensation Insurance for the benefit of Seller's employees, as required by the laws of the state, or province in which the work is being performed, and as required by any other similar federal, state, provincial, municipal or local laws applicable to such employee(s). Buyer makes no representation that such insurance coverage is adequate for Seller and Seller is solely responsible for maintaining adequate insurance. The obligation of Seller to provide insurance shall not limit in any way the liability or obligations assumed by the Seller.

**保险:** 卖方应购买或维持符合或超过以下要求的适当保险范围, 以及所有司法和法律要求: (a) 商业普通责任: 商业综合责任保险, 包括合同责任, 场所责任, 运营责任, 完工责任, 人身损害, 每次事故最低限额 2,000,000 美元,

累计最低 3,000,000 美元的广义财产损失。保单应将买方作为额外被保险人, 包括交叉责任险并应同意放弃代位求偿权以保障买方利益。(b) 雇主责任: 雇主责任保险, 最低赔偿金额不少于 1,000,000 美元的意外人身伤害, 每次疾病、每位员工和每份保单赔偿额赔偿限额不低于 1,000,000 美元。(c) 劳工补偿: 根据州或工作所在的省的法律要求或其他类似的适用于员工的联邦、州、省、市或地方法律, 为卖方员工利益而购买劳工补偿保险。买方并不表示这种保险范围对卖方而言是足够的, 卖方对保持足够的保险负全责。卖方提供保险的义务不以任何形式限制卖方承担的责任或义务。

### 13. Compliance with Environmental and Regulatory Laws:

Seller warrants that the Products sold or Services furnished hereunder have been and will be produced and furnished in full and complete compliance with all applicable laws, including but not limited to environmental laws and regulations, any safety and health laws, and requirements that chemical substances furnished hereunder be reported for the U.S. Environmental Protection Agency, Toxic Substances Control Act inventory or other applicable government agency. Seller will furnish to Buyer, upon Buyer's request, all certificates and forms necessary in Buyer's judgment to certify compliance with all such applicable environmental laws and regulations. For any Services performed at Buyer's location, Seller shall also comply with the Buyer's safety rules. Seller shall provide a MSDS, Certificate of Analysis, or other similar document as required by applicable law, to Buyer for Products sold to Buyer hereunder. Where such information is required due to the nature of the Product a MSDS will be provided prior to such Products being delivered to Buyer's facility. Buyer shall have the right to rely on information contained in the MSDS, Certificates of Analysis and other technical information related to the Products that Seller provides to Buyer.

**遵守环境和规管法律:** 卖方保证所售产品或所提供的服务已经或将完全遵守适用的法律, 包括但不限于环境法律法规, 任何安全与健康法, 以及向美国环境保护署、有毒物质控制法开列清单或其他适用的政府机构报告合同约定的化学物质的要求。应买方要求, 卖方应向买方提供买方认为必要的所有证明和表格, 以证明其符合所有适用的环境法律法规。对于在买方所在地提供的任何服务, 卖方也应买方的安全规则。对于本合同项下出售给买方的产品, 卖方应向买方提供化学品安全说明书、分析证书或适用法

律要求的其他类似文件。如因产品性质而需要此类信息, 在产品交付给买方前应先提供化学品安全说明书。买方有权依赖化学品安全说明书、分析证书及卖方提供给买方的其他与产品相关的技术信息。

14. **Governing Law and Dispute Resolution:** This Contract shall be construed interpreted and governed by the laws of the country, state or province of Buyer's address on face of the Purchase Order. Any dispute arising under, or in connection with, this Contract will be subject to the exclusive jurisdiction of the courts located in such country, state or province. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any dispute between the Parties arising out of or in connection with this Contract shall be settled amicably if possible, however if the Parties cannot reach an amicable settlement, the dispute shall be submitted to Singapore International Arbitration Centre (SIAC) for arbitration in accordance with SIAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Singapore. The language of arbitration shall be English. The arbitral award shall be final and binding upon both Parties.

**适用法律与争议解决:** 本合同应由采购订单所载的买方所在地的国家、州或省法律解释和管辖。本合同项下或与本合同相关的任何纠纷, 均由该国、州或省法院专属管辖。

《联合国国际货物销售公约》不适用于本合同。买卖双方应尽可能地通过友好协商解决因本合同或合同履行而产生的任何争议。若无法友好解决, 双方应将争议提交给新加坡国际仲裁中心, 根据提交时的该中心现行有效的仲裁规则以仲裁方式解决争议。仲裁地点为新加坡。仲裁语言为英文。仲裁裁决为终局且对双方有约束力。

15. **Confidentiality and Nondisclosure:** "Confidential Information" shall mean the Contract and any information, action, process, design, idea, formula, technique, diagram, specification, model, concept, experience, knowledge, supporting documents, material, program, software, electronic files regardless of format, which the Buyer has deemed to be confidential or proprietary or which any reasonable professional should know to be confidential. Seller shall protect any and all Confidential Information and other information it receives from the Buyer as though it were its own. Seller shall not disclose Confidential Information to any third parties without express written

authorization from Buyer or use Confidential Information for its own benefit or for the benefit of any third parties during or after termination or completion of the Contract. Seller shall protect all forwarded Confidential Information or any other information it receives from the Buyer, and will return all copies of the Confidential Information to Buyer at the termination of the Contract, or will destroy all copies and provide an affidavit attesting to its destruction. To the extent that Seller has incorporated or included Buyer's Confidential Information into its own materials, including but not limited to documents, systems, programs, and developments, such materials shall also be returned to Buyer or destroyed. Confidential Information does not apply to information that is: (i) generally known information, assuming the Seller is not responsible for its undesired dissemination; (ii) learned by the Seller from a legal source (without breaching confidentiality obligations) other than the Buyer; (iii) independently developed by the Seller of its own efforts and which the Seller can demonstrate by written or other tangible evidence it rightfully possessed prior to disclosure by the Buyer. Buyer, in addition to Buyer's other rights and remedies, reserves the right to terminate the Contract if Seller fails to protect the Confidential Information.

**保密和不泄露：**“保密信息”指合同及买方认为是机密的或专有的任何合理的专业人员应当知道是保密的任何信息、行动、工艺流程、设计、理念、配方、技术、图表、参数、模型、概念、经验、知识、支持文件、材料、程序、软件、任何形式的电子文件。卖方应当保护任何及全部的保密信息以及从买方处获知的其他信息，即使该信息如同卖方所有的。未经买方明确书面授权，卖方不得向任何第三方披露保密信息，或在合同履行期间或合同终止或履行完毕后为自身利益或任何第三方利益使用保密信息。卖方应保护所有前述保密信息或从买方处获得的任何其他信息，并在合同终止时将保密信息的所有副本返还买方，或销毁所有副本并提供一份证实其销毁的证明。如卖方已将买方的保密信息纳入或列入其自己的材料，包括但不限于文件，系统，程序和开发，该材料也应返还买方或销毁。保密信息不适用与以下信息：(i) 一般已知信息，假定卖方不对其不希望的传播负责；(ii) 卖方从买方以外的合法来源（不违反保密义务）获知；(iii) 卖方经其努力独立开发并可以书面或其他实物证据证明其在买方披露前合法拥有的。除买方的其他权利和救济外，如卖方未能保护保密信息，买方保留终止合同的权利。

**16. Term and Termination:** This Contract shall continue for the time period stated on the Purchase Order, and if no term is stated, the Contract shall continue until the Products are delivered and accepted, or the Services are performed. Buyer shall have the right to terminate the Contract or any part thereof at any time for any reason following a prior written notice to Seller to that effect. This Contract shall terminate automatically in the event that Seller is not able to meet its debts as they become due, becomes insolvent, or files for bankruptcy protection. Any provisions that by their terms should continue after the termination of this Contract shall continue. Upon receipt of written notice of termination, Seller shall promptly comply with the directions in such notice and shall take action necessary to terminate the work subject to the notice, minimize costs and liabilities for the terminated work.

**期限和终止：**本合同在采购订单载明的期限内有效，如无规定期限，本合同应继续履行，直至产品交付并收货或服务完成。买方有权在事先以书面形式通知卖方后，在任何时候以任何理由终止合同或合同的任何部分。本合同在卖方无法偿还到期债务、无力偿还债务或申请破产保护时自动终止。根据合同应在终止后继续履行的任何条款应继续履行。在收到书面终止通知后，卖方应立即按照遵守通知的指引并采取必要措施终止通知所列工作，将终止工作的损失和责任降至最低。

**17. Miscellaneous:** Seller is an independent contractor, and Seller's employees and any approved subcontractors shall at all times be under Seller's supervision, direction, and control. This is a non-exclusive relationship and Buyer has the right to purchase similar Products or Services from other vendors. Notice given under this Contract shall be effective three business days after posting, postage prepaid if by mail, the business day after sending if by facsimile (fax), or electronic (e-mail), or at the time of delivery if personally delivered. Buyer's failure to insist on Seller's strict performance of the terms and conditions of this Contract at any time shall not be construed as Buyer's waiver of Seller's future performance. If any provision in this Contract or any related document is held to be invalid or unenforceable, such invalidity shall be limited to the provision affected and shall not impair the validity and enforceability of the remainder of the subject provision or the remaining provisions of this Contract. This Contract shall inure to the benefit of and be



binding upon the successors and permitted assigns of the Parties hereto. Seller may not assign the Contract without the consent of Buyer which consent shall not be unreasonably withheld. Seller may not use Buyer's name or any of Buyer's or its affiliates' trademarks, tradenames, or logos for any reason, including in any client list, press release, brochure, advertisement or the like.

**其他：**卖方是独立缔约方，卖方的员工及任何经批准的次级供应商应使用受到卖方的监督，指引和管控。本合同约定为非排他的关系，买方有权向其他供应商购买类似的产品或服务。根据本合同约定发出的通知在投寄后、如邮寄的预付邮资后三个工作日生效、传真（以传真方式）或电子形式（电子邮件）发送后的工作日生效，如亲自交付，则在交付时生效。买方未能坚持要求卖方严格履行合同条款，任何时候都不得解释为买方对卖方将来履行的弃权。如本合同或任何相关文件中的任何条款被认为无效或不可执行，该等无效应仅限于受影响条款，且不得减损主体条款的其余部分或合同其余条款的有效性和可执行性。本合同对合同继受人和被允许的受让人皆具一致之利益与约束力。未经买方同意卖方不得转让合同，该同意不得无理拒绝。卖方不得以任何理由在客户名单、新闻稿、宣传册、广告等使用买方的名称，或买方或其关联公司的商标、商号或标志。

**18. Language:** The parties hereto acknowledge and confirm that they have requested that this Contract and all notices and communications contemplated hereby be drafted in the Chinese and/or English language. In the event of any dispute or misunderstanding as to the interpretation of the language or terms of this Contract, the English language version shall prevail.

**语言：**合同双方认可并确认本合同及所有的通知和通信均以中文和/或英文起草。如中、英文二本互相歧异或抵触时，以英文本为准。

**19. Equal Employment Opportunity, Affirmative Action and Employee Rights under the National Labor Relations Act. The provisions of 29 CFR Part 471, Appendix A to Subpart A and the Equal Opportunity Clauses at 41 CFR Section 60-1.40, 41 CFR Section 60-4.3, 41 CFR 60-300.5(a) and 41 CFR 741.5(a) are incorporated herein by reference, as applicable. This contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR Section 60-1.40, 41 CFR Section 60-4.3, 41 CFR 60-300.5(a) and 41 CFR 741.5(a), as**

**applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Buyer is a federal, state and local government contractor subject to various nondiscrimination and affirmative action compliance requirements, including but not limited to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. As part of Buyer's efforts to comply with these laws, their implementing regulations and Buyer's contractual commitments, Buyer has developed and implemented equal employment opportunity and affirmative action policies and programs, which are designed to ensure that all qualified applicants and employees are treated without regard to such factors as race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, pregnancy, genetic information or any other consideration prohibited by law or by contract. The implementing regulations regarding the laws listed in this paragraph require federal contractors to send to their subcontractors, including subcontracting vendors and suppliers, information about the federal contractors' nondiscrimination and affirmative action policies, and to "request appropriate action" on the subcontractors' part. Accordingly, Buyer hereby notifies Seller about Buyer's important nondiscrimination and affirmative action policies and efforts and requests appropriate action on the Seller's part. The cooperation of the Seller is appreciated to ensure equal employment opportunity and affirmative action throughout Buyer's organization and its subcontracting chain.**

平等就业机会，平权行动和《国家劳动关系法》规定的雇员权利。如适用，《美国联邦法规》（“CFR”）第21篇第471部分，A分章的附录A和《CFR》第41篇60-1.40节、CFR第41篇60-4.3节、CFR第41篇60-300.5(a)和CFR第41篇741.5(a)的平等机会条款通过引用并入本文。如适用，此缔约方（买方）及次级供应商（卖方）应遵守CFR第41

篇 60-1.40 节、CFR 第 41 篇 60-4.3 节、CFR 第 41 篇 60-300.5(a)和 CFR 第 41 篇 741.5(a)的要求。这些条例禁止基于身份歧视合格的个人，如受保护的退伍军人及残疾人，并禁止基于种族、肤色、宗教、性别、性取向和性别认同或民族血统对所有人的歧视。此外，这些规定要求主要供应商和次级供应商采取平权行动，雇用和晋升就业个人，而不考虑种族、肤色、宗教、性别、性取向、性别认同、民族血统、受保护的退伍军人身份或残疾。买方是联邦、州和地方政府的缔约者，受到各种非歧视及平权法案合规要求的约束，包括但不限于经修正的 11236 号执行令、1973 年《康复法》和 1974 年《越南时期退伍军人再适应援助法案》修正本。作为买方遵守这些法律、实施条例和买方合同承诺的努力的一部分，买方制定并实施了平等就业机会和平权行动的政策和方案，旨在确保所有合格申请人和雇员不受种族、肤色、宗教、性别、性取向、性别认同、民族血统、受保护的退伍军人身份、残疾、怀孕、遗传信息或法律或合同禁止的任何其他考虑因素的影响。本段所列的法律的实施条例要求联邦缔约者向次级供应商（包括分包卖主和次级供应商）发送关于联邦缔约人的非歧视及平权行动政策的信息，并向次级供应商“要求合理行动”。因此，买方特此通知卖方买方的重要非歧视和平权行动政策和努力，并要求卖方采取适当的行动。感谢卖方的合作，以确保在整个买方的组织及其外包链中的平等就业机会及平权行动。