



## 条件及条款

### Terms and Conditions of Sourcing

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## 1 定义和解释: DEFINITIONS:

- 1.1 “本协议”：指包括协议附件在内的该项协议。  
“Agreement” refers to this agreement including the appendices hereto.
- 1.2 “生效日期”指协议生效的开始日期。  
“Effective Date:” refers to the date on which the contract will take effect
- 1.3 “最短期限”：在任意一方有权无理由终止协议前的期限。  
“Minimum Term” : refers to the period of time that the contract will be in effect before either party can terminate it for no reasons.
- 1.4 “交付日期”：指在买方收到的卖方产品或服务日期。  
“Delivery Date” : refers to the date at which products or services shall be received by the Buyer from the Seller.
- 1.5 “特别条款”：附在本协议后，且和买方和供应商书面同意的采购条款不一致的条款。  
“Special Terms” : any deviations from the Terms and Conditions of Sourcing agreed in writing between the Buyer and Supplier and attached to this agreement.
- 1.6 条款、附表和每段的标题对本协议的解释不产生任何影响。  
Clauses, schedules and paragraph headings shall not affect the interpretation of this agreement.
- 1.7 个人应包括一个自然人、法人或非法人团体(无论是否有独立的法律人格)和该人的法定和私人代表、继承人和批准的受让人。对于一个公司的引用应包括所有公司、社团或其他法人团体，无论其在那里成立或注册。  
A person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and approved assignees. A reference to a company shall include any companies, clubs or other corporate bodies, wherever and however incorporated or established.
- 1.8 附表构成本协议的一部分且和本协议的条款有同样的效力。所有对本协议的引用应包括附表。  
The schedules form part of this agreement and shall have the same effect as the provisions of this agreement and any reference to this agreement shall include the schedules.
- 1.9 除非上下文有其他规定，单数形式的单词应包括其复数含义，反之亦然。除非上下文有其他规定，对于一个性别的引用应包括另一个性别。  
Unless otherwise specified in the context, words in the singular shall include the plural and vice versa. Unless otherwise specified in the context, a reference to one gender shall include a reference to the other one.
- 1.10 在某法规包含任何不时制定的附属立法时，在该法规项下对该法规、法定条款或任何附属立法的引用应同时包括对其不时修改或重新制定的法规、法定条款或任何附属立法的引用。  
In case that a statute includes any subordinate legislation enacted from time to time, a reference to such statute, statutory provision or any subordinate legislation shall include the reference to the statute, statutory provision or any subordinate legislation mended or re-enacted from time to time to such statute..
- 1.11 对于书面形式的引用包括传真和电子邮件，能够准确送达并由有适当授权和权限的人或宣布有类似授权的人接收。  
A reference to the written form includes faxes and e-mail, able to be delivered correctly and received by a person with appropriate competence and authority or person putting himself as having the same.
- 1.12 协议中规定的一个人的消极义务包括不同意或不允许该情况的发生的义务。  
Any negative obligation in this agreement includes an obligation not to agree or allow that thing to be done.
- 1.13 对于本协议的引用是对本协议在任何时间变更的协议或对新协议的引用(适用于任何情况，除非违反本协议的规定)。  
A reference to this agreement is a reference to that agreement modified or novated (applicable in any case, other than breach of the provisions of this agreement) at any time.
- 1.14 对于条款和附表的引用是指本协议的条款和附表；对段落的引用是对该相关附表中段落的引用。References to clauses

and schedules refer to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedules.

1.15 任何通过包括或类似措辞描述的短语应解释为例证，且不得限制之前条款的语义。

Any phrase introduced by the terms including, include, or any similar expression shall be construed as illustration and shall not limit the semantics of the words preceding those terms.

## 2 销售和购买：SALE AND PURCHASE:

2.1 卖方和买方都同意按照本协议中规定的协议价格及其它条件销售和购买协议产品。

The Seller agrees to sell and Buyer agrees to purchase Products at the Prices and on the other conditions set forth in the Agreement.

2.2 卖方必须对其生产活动不断地进行评估，取得任何可能影响协议产品的生产及时性和交付及时性的信息并将该信息传达给买方。

The Seller must continuously evaluate its production activities and obtain and pass on to Buyer any information, which could affect the timely production and delivery of Products.

2.3 卖方理解并愿意配合买方，以买方需求的形式进行定期或不定期的供应商评估及审核。该评估及审核包含并不仅限于：产品认证、卖方的质量体系、加工能力、管理及营运能力、工商登记信息、财务状况、环境与企业社会责任等。

The Seller understands and is willing to cooperate with the Buyer to evaluate and review suppliers, periodically or not, in the form as required by the Buyer. Such evaluation and review shall include but not limited to: product certification, the Seller's quality system, processing capacity, management and operation capabilities, registration information with the administration for industry and commerce, financial state, environment and corporate social responsibility, etc.

2.4 环境与社会责任：卖方必须保证其提供给买方的所有产品及加工过程将完全按照所有相关环境法规和健全的企业社会责任原则进行。并且能够在买方提出时，遵守买方的环境及社会责任的政策及要求。

Environmental and social accountability: Seller must ensure that the manufacture and product supplied to Buyer conforms to all pertinent environmental legislation and regulations and in accordance with the principles of sound corporate social responsibility. And act in accordance with Buyer's environmental and social accountability policy once Buyer requires.

## 3 价格：PRICE:

3.1 协议价格是根据《商务条款》中规定的协议产品交付条件而确定的。买卖双方应在《商务条款》中确定不同产品的价格及交付条件。

The Price is based upon the delivery conditions for the Product as set forth in "*Commercial Terms*". Both the Buyer and the Seller shall determine the Prices and delivery conditions of different Products in "*Commercial Terms*".

3.2 双方充分理解，在协议产品的风险分配或交付范围方面的任何修改都将对协议价格产生影响，而这将作为本协议不可分割的一部分。

Both parties fully understand that any modification of the allocation of risks or the scope of delivery of Products will affect the Price, which shall be that an integral part of the Agreement.

3.3 在协议期限的每个日历年度的十二月份，双方将对协议产品的下一日历年度的协议价格及折扣进行协商。协议价格的任何变动必须以《商务条款》中经过签署的书面修正条款来确立，并且只对之后的日历年度期间所交付的协议产品产生影响。如果双方未能对下一年度的协议价格达成一致，则上一年度的价格仍旧延续有效。任何一方都可提前三个月书面通知另一方终止本协议。但是，该终止行为不应对卖方在终止前已发出的订单确认书的相关采购订单产生影响。

In December of each calendar year of the Term, the Parties will conduct a negotiation for the Prices and discounts of the Product for the next calendar year. Any changes to the Price must be made by signed

written amendment in “*Commercial Terms*” and shall affect only Products delivered in following calendar year. In the event mutual agreement for a revision of the Price for the next calendar year can’t be reached, the Price of the current calendar year shall survive. Either Party may terminate the Agreement by the prior written notice within three (3) months. However, such termination shall not affect purchase orders in respect of which order confirmations have been issued by Seller prior to termination.

- 3.4 在不损害商业条款及获得买方同意的情况下，卖方应在协议期限内使用所有合理的努力减少其生产、供货和产品的其他费用，包括施行成本节约计划，寻找更有竞争力的原材料和设备，力求通过对这种成本的降低给买方带来净效益。

Under the conditions that no prejudice to the Commercial Terms is made and the Buyer’s agreement has been obtained, the Seller shall use all reasonable endeavors during the Term to reduce its costs in manufacturing, supply and others for the Products including implementing cost saving plan and seeking more competitive supplies of raw materials and equipments, to pass on the net benefit of such cost reductions to the Buyer.

#### 4 供货周期、重排日程及撤销：DELIVERY PERIOD, RESCHEDULING AND CANCELLATION:

- 4.1 卖方依照在《商务条款》中确定的供货周期组织协议产品的生产。卖方向买方保证及时交货。

The Seller shall organize the manufacturing of the Products according to the delivery period specified in “*Commercial Terms*”. The Seller guarantees timely delivery to the Buyer.

- 4.2 除非《商务条款》中有在卖方建立库存的约定，卖方只有在根据本协议第 5 项条款进行订单确认后才开始制造相关数量的协议产品。

The manufacture of relevant quantity of the Products can only be initiated following an order confirmation in accordance with Section 5 hereof, unless otherwise agreed in “*Commercial Terms*” that an inventory shall be established at the Seller.

- 4.4 卖方对于重新安排交付日期的所有要求都应经过买方的书面接受。

All requests by Seller to reschedule delivery dates are subject to Buyer’s written acceptance.

- 4.5 本条款仅适用于商业条款中规定适用预测的情况。

This clause will only apply where the Commercial Terms indicate that Forecasts are to be provided.

在买方预测其产品的要求时，买方应本着诚实信用的原则。但本预测不构成订单的一部分，对买方没有拘束力。

The Buyer shall act in good faith when forecasting its requirements for Products but forecasts shall not constitute part of Orders or be binding on the Buyer.

如卖方预期无法满足预测：

In case that the Seller’s anticipation will be unable to meet the forecast:

(a) 卖方应立刻书面通知买方；以及

The Seller shall inform the Buyer in writing as soon as possible; and

(b) 在不限制买方任何其他权利和救济的情况下，买方可自主选择同意相关产品的其他交货日期，或从其他供应商处获得卖方预期无法供货产品的替代产品。

Without limiting any other right or remedy that the Buyer may have, the Buyer may at its option agree the alternative delivery dates for the relevant Products, or obtain from any other suppliers substitute products for the Products which the Seller’s anticipation will be unable to supply.

#### 5 采购订单和订单确认：PURCHASE ORDER AND ORDER CONFIRMATION:

- 5.1 在协议期限内，买方应将采购订单发送给卖方，每份订单都必须包含订购产品的种类、数量和买方要求的发货日期。每份采购订单都应采用书面形式，并经过卖方的确认，具体确认细节如下：

During the Term, the Buyer shall send the Seller purchase orders each of which must contain the type and quantity of products ordered as well as delivery dates requested by the Buyer. Each purchase order shall be

in the written form and subject to confirmation by Seller as specified below:

5.2 卖方经许可的联系人通过签字确认买方的订单，将使之成为具有法律约束力的合同。

The Seller's orders confirmed by the approved contactor from the Buyer will be made to be the legally binding contracts.

5.3 卖方的订单确认应采用书面形式并发送至本协议《商务条款》中载明的买方的电子邮件和通信地址。卖方的订单确认应明确协议产品的交付日期。

The Seller's order confirmations shall be in the written form and sent to the Buyer's e-mail and mail address stated thereof in "*Commercial Terms*" hereto. The Seller's order confirmations shall set forth the delivery date(s) of Products.

若卖方的“订单确认”中未准确描述与买方“订单”实质不同之处，如规格、数量、质量、价格、材料或来源等，则视为接受买方“订单”的全部要求。若存在上述任何差异，卖方的“订单确认”应视为其提出的新方案，买方可予以拒绝，并据此决定在收到该“订单确认”的十四天内取消“订单”，并对此不承担任何责任。协议各方应在一切涉及“订单”的后续信函中使用相应“订单编号”。

In case that the Seller doesn't specify the substantial difference with the Buyer's "Order" correctly e.g. specifications, quantity, quality, price, materials or source, etc., it shall be deemed to have accepted all of the Buyer's requirements in such "order". In case that any differences exist, the Seller's "Order Confirmation" shall be deemed to be its new proposal with respect to which the Buyer shall be entitled to reject and cancel its order within fourteen (14) days at its receipt of such "Order Confirmation" without bearing any responsibility. Either party hereto should use the corresponding "Order Serial Number" in all subsequent correspondences related to such order.

卖方经许可的联系人 在买方的“订单”上签字或盖公章视为等同“订单确认”。

The signature or seal of the Seller's approved contactor on the Buyer's "Order" shall be deemed to amount to the "Order Confirmation".

如未在附件中另行约定，“订单”及“订单确认”的扫描件在经过已确认的邮件发送时，可视为有效。

Unless otherwise stipulated in the appendix herein, scanned copies of "Order" and "Order Confirmation" shall be deemed valid if being sent by the confirmed e-mail.

5.4 除非经过买方同意，否则卖方不能以分批的方式安排发货。如适用，在本协议中对订单的引用应理解为对分期履行的引用。

The Seller may not schedule the shipments in installments unless otherwise agreed by the Buyer. References in this agreement to Orders shall, where applicable, be construed as references to the implementation of installments.

5.5 如果买方要求在滚动预测中规定的范围之外额外增加发货或更改交付日期，卖方应尽最大努力接受这些额外的数量或不同的交付日期。

In case that the Buyer requests additional shipments or change of the delivery date(s) beyond the range specified in rolling forecasts, the Seller shall try its utmost to accept such additional quantity or different delivery dates.

5.6 为了优化卖方的计划和制造，双方应对协议产品的每个订单每个批次的最少数量达成一致。

In order to optimize the planning and manufacturing of the Seller, the Parties shall agree on the minimum batch sizes for orders for the Products.

## 6 发货和所有权: SHIPMENT AND OWNERSHIP:

6.1 卖方的发货应适用于本协议《商务条款》中说明的，由法国巴黎国际商会颁布的《2010年国际贸易术语解释通则》的贸易条件。

Trading conditions in *Incoterms 2010* issued by the International Chamber of Commerce, Paris, France, as



stated in “Commercial Terms” hereto, shall apply to the Seller’s shipment.

- 6.2 运输包装：卖方应确保在内部及外部运输过程中妥善进行包装和操作以避免质量缺陷，特别在产品或设备对静电(电子)敏感的情形下，卖方应以适当的包装、运输方法及标记避免该产品遭受损害。卖方承担包装材料的成本及包装材料的运输成本。如有双方特别同意之其他情形，卖方应遵守买方提出的合理要求。

Shipping package: The Seller shall ensure proper packaging and operation in internal and external transportation processes to avoid quality defects. In particular, under the condition that the products or devices are sensitive to static electricity (electronics), the Seller shall prevent the Product from being damaged with proper packaging and transportation methods and marks. The Seller shall assume costs for packaging materials and for transportation of such materials. The Seller shall follow reasonable requirements of the Buyer in other special cases agreed by both parties.

买方应负责在收到卖方产品时立刻进行检查，如果出现损坏，买方应依照协议规定的运输责任，立即向承运商或卖方发出任何形式的索赔通知，针对承运商的索赔通知还应该被通知给卖方。

It shall be Buyer’s responsibility to inspect the Products immediately upon receipt of products from the Seller and in the event of damage, the Buyer shall send the notice of any claim to the carrier or Seller without delay in accordance with transportation responsibilities agreed herein. For the notice of claim to the carrier, the Buyer shall also deliver a copy of such notice to Seller.

如卖方要求买方退回任何包装材料，该要求必须书面通知买方，并尽可能在包装材料上进行明确标识。所有退回的费用由卖方承担。

In case that the Seller requires the Buyer to return any packaging materials, such requirement must be notified to the Buyer in the written form, and clear identification shall be made on the packaging materials as far as possible. All costs for returning shall be assumed by the Buyer.

- 6.3 所订购产品的所有权应在交付给买方时就转移给买方。

The ownership of the Products purchased shall be transferred to Buyer on delivery to Buyer.

- 6.4 买方资产：买方提供的或由其先期垫付的或出资购买的财产，卖方应尽必要的谨慎予以妥善保管；在买方要求时，卖方应即时无条件返还前述买方的财产。

The Buyer’s assets: The Seller shall keep any property provided by Buyer or prepaid or bought by Buyer with due care; and the Seller shall return the said property to Buyer instantly and unconditionally on request by Buyer.

买方免费提供的可单独退回的包装材料，如无特殊说明，只可被用于运输，不可被运用于卖方的生产过程。买方提供前述包装材料并不意味着免除卖方采取所需额外措施以保护产品的义务。

The packaging materials which are provided by Buyer free of charge and can be returned separately shall be used for transportation only but not for the production process of the Seller, unless stated specially. The Buyer providing the above packaging materials shall not be construed to exempt Seller’s obligations of adopting necessary extra measures to protect the Product.

由买方供应的、剩余的特别包装材料、包装箱、剩余物料及废料属于买方资产，卖方应根据买方要求定期返还。

The remaining special packaging materials, packing boxes and remaining materials and scraps, supplied by the Buyer, shall be assets of the Buyer, and the Seller shall return them periodically as required by the Buyer.

卖方应根据买方的要求支付卖方造成的包装材料在处理、使用、储存和运输中的损失。

The Seller shall compensate any losses of packaging materials caused by the Seller in processing, use, storage and transportation, as required by Buyer.

- 6.5 说明书与培训：买方可选择要求卖方为新的或现存的买方所购零部件提供统一的零部件规格所需的、包含所有识别、描述、追踪该产品所需的完整信息。卖方应通过双方同意之文本格式将此信息提供给买方。卖方应协助买方避免零部件规格出现任何错误或遗漏，以帮助买方以行业普遍方式来对零部件进行测试及全面记录。卖方向买方提供前述文件及协助

时不应向买方收取任何费用。

Instructions and training: The Buyer may, at its own option, ask the Seller to provide all complete information required by uniform part specifications and by identification, descriptions and tracing of the Product for new or existing parts bought by the Buyer. The Seller shall provide such information to Buyer in a text format agreed by both parties. The Seller shall assist the Buyer in avoiding any error or omission of part specifications to help the Buyer with tests and all-around records of parts in a general way of the industrial practice. The Seller shall not charge any fees from the Buyer in providing the above documents and assistance.

卖方应提供人员及设备就产品安装、操作、维护及维修充分培训买方人员。培训不应向买方收取任何费用，但买方应承担此期间己方员工差旅费用。

The Seller shall provide personnel and equipment to train Buyer's employees fully regarding installation, operation, maintenance and repair of the Product. The Seller shall not charge any fees from Buyer for such training, but the Buyer shall bear travel expenses incurred by its own employees during such a period.

## 7 交货: DELIVERY:

- 7.1 当买方要求在订单确认书中规定的交付日期之后交付协议产品时，或协议产品已经制造好，由于卖方无法控制的其它原因而延迟交付时，则这些产品将由卖方免费进行妥善保管。如存放地点或方式由买方特殊选择时，相关风险和费用由买方承担。

When delivery of Product is deferred after the delivery date specified in an order confirmation at the request of the Buyer, or when the manufacture of the relevant quantity of the Product has been completed but its delivery has been delayed for any other reason beyond the control of the Seller, such quantity of the Product will be placed in the custody of the Seller for free. In case that the storage place or means is specified by Buyer, it shall be at Buyer's risk and expense.

- 7.2 如果买方预期会出现任何延迟交付情形，买方必须至少在计划的交付日期前七天书面通知卖方。

The Buyer must notify the Seller in writing at least 7 days prior to the planned delivery date if the Buyer anticipates any delay in delivery.

- 7.3 如无特殊约定，买方对卖方的产品交货目标为百分之百按时足量交货。买方将比较实际收货日期及数量与买方要求的收货日期及数量连同卖方确认之收货日期及数量，作为对卖方进行定期评估的一部分，并以此对卖方提出改善要求。如卖方及时交货率低于买方设定预期且未依照买方要求的改正计划得到改进，买方有权立即终止本协议。

The Buyer's product delivery goal for the Seller is a hundred percent (100%) delivery on time and in full quantity, unless otherwise agreed. The Buyer will compare the actual receipt date and quantity with receipt date and quantity required by the Buyer plus the receipt date and quantity confirmed by the Seller as a part of a periodical evaluation to the Seller, and ask Seller to make improvements based on that. The Buyer is entitled to terminate the Agreement immediately in the event that the Seller's timely delivery rate is lower than the Buyer's preset anticipation and the Seller fails to make improvement in accordance with corrective plans required by Buyer.

如果出现无法遵守交付日期的问题，卖方应立即通知买方。没有经过买方的书面同意，卖方不能取消经过确认的订单。Should problems not with adherence to the delivery dates occur, the Seller is obliged to inform the Buyer immediately. Confirmed orders cannot be cancelled by the Seller without written agreement by the Buyer.

- 7.4 如果卖方在确认过交付日期后延迟交付，而延迟交付并不是由买方的过错或不可抗力造成的，则卖方应承担因交付延迟产生的所有费用和损失。并且卖方有义务在买方提出要求时支付违约赔偿金。

In the event of late deliveries by the Seller in respect of confirmed delivery dates, which are not due to the fault of the Buyer or Force Majeure, the Seller shall bear all expenses and losses incurred by such late deliveries and is obliged to pay liquidated damages on demand of the Buyer.

在不限制买方任何其他权利和救济的情况下，买方有权：



Without limiting any other right or remedy the Buyer may have, the Buyer reserves the right to:

(a) 拒绝任何后续尝试交付的订单;

Refuse to take any subsequent attempted delivery of the Order;

(b) 终止本协议且立即生效;

Terminate this agreement with immediate effect;

- 7.5 如买卖双方针对买方的某些特定物料设定一个买方的最低库存水平。如买方不再需要继续使用某物料, 或该物料需求下降到一定水平以致预定库存水平超过该物料六个月的实际需求量, 则买方库存将被视为超量。如在《商务条款》中无特殊说明, 卖方提供之所有物料适用如下规定:

In the event that both the Buyer and the Seller set the minimum inventory level of the Buyer for some specific materials of the Buyer, the Buyer's inventory will be regarded as excessive if the Buyer needn't continue to use any of the above materials or demand of such materials drops to a level so that the preset inventory level exceeds the actual demand of such materials for six months. Unless specially specified in "*Commercial Terms*", all materials provided by the Seller shall apply to the following:

(1) 如产品以预先包装方式存储, 卖方同意以合理价格回购所有置于未开封包装箱内且其来源可识别为卖方的产品。

The Seller agrees to buy back all Products, which are placed in unpacked boxes and whose source can be identified as Products of the Seller, at a reasonable price, if the Products are stored in a prepackaged way; and

(2) 如产品以开放状态入货架存储(松散摆放), 卖方同意与买方友好协商, 努力以达成双方可接受的解决方案。

The Seller agrees to make efforts to reach a solution acceptable by both parties through friendly negotiations with the Buyer if the Products are stored on the racks in an open state (placed in a loose way).

- 7.6 卖方应在每笔订单交货时附送货单据, 注明买方所要求的内容, 包括并不仅限于: 订单编号、订单中产品的类型和数量, 并在产品的包装上依照买方的文件要求进行标识。这种做法同样适用于分期履行的情形。

The Seller shall attach the receipts of products at the delivery of each order, specifying the content required by the Buyer, including but not limited to: order number, type and quantity of products in order, and the identification shall be made on the packaging of products according to the document requirements of the Buyer. Such action is also applicable to the implementation of installment.

## 8 品质性能和检验: QUALITY PERFORMANCE AND INSPECTION:

- 8.1 一般规定: 卖方应对其以及其供应商提供的所有产品和服务的质量及效率全面负责。卖方承诺通过有效质量控制体系或采取适当的措施保证产品及服务所需质量, 以使买方免于进行收货检查。

General provisions: The Seller shall be fully responsible for quality and efficiency of all products and services provided by it or its suppliers. The Seller commits to guarantee required quality of such products and services through effective quality control systems or proper measures so that the Buyer is free from inspection on receipt.

- 8.2 卖方作为贸易商所需承担的质量义务: 如卖方仅作为一个贸易商向买方供应产品及服务, 则卖方应对产品制造商全面执行买方的质量要求负责。卖方也应确保其供应商交付的产品符合买方的质量要求。卖方应主动向买方提供任何与质量和检查验收有关的产品制造商信息及文件。

卖方保证, 根据本协议提供给买方的“产品”满足以下条件:

1)符合卖方所声明的“产品规格”或买方提出的要求;

2)质量合规, 符合卖方推荐的、或买方需求的全部用途;

3)在没有特殊约定的情况下, 无设计、材料和工艺上的缺陷, 并自交货后 24 个月保持正常;

4)符合一切施行的法律或法规要求。

5)来源于合法正规的渠道, 并保存所有相关的可追溯的资料; 在买方要求时, 提供该追溯性资料。

Quality obligations of the Seller as a merchant: In case that the Seller supplies products and services to

Buyer as a merchant only, the Seller shall be responsible for the product manufacturers implementing quality requirements of the Buyer fully. The Seller shall also ensure that Products delivered by the Seller's suppliers shall meet quality requirements of the Buyer. The Seller shall take the initiative in providing Buyer with any information and documents of product manufacturer related to quality, inspection and acceptance.

The Seller warrants that the "Products" supplied to the Buyer pursuant to this Agreement meet the following conditions:

- 1) They conform to the "Product Specifications" declared by the Seller or the requirements of the Buyer;
- 2) They have compliant quality and meet all the uses recommended by the Seller or demanded by the Buyer;
- 3) Insofar as there are no special agreement, they do not contain defects of design, material and workmanship and maintain a normal state within 24 months upon delivery;
- 4) They meet all effective legal or regulatory requirements.

- 8.3 关于技术规格之卖方义务：卖方应在接受采购订单前充分了解买方的全部技术要求。买方提供的技术规格应视为完整且明确，并作有利于买方的解释。卖方应于产品制造前对任何不明确或缺少之信息要求买方阐明。

The Seller's obligations related to technical specifications: The Seller shall have a full understanding on all technical requirements of the Buyer before accepting a purchase order. The technical specifications provided by the Buyer shall be regarded as complete and definite and in favor of interpretations of the Buyer. The Seller shall ask the Buyer to clarify any ambiguity or deficiency of information before manufacturing Products.

- 8.4 卖方需向买方无偿提供现有产品及新产品设计的技术与测试支持。如买方需要，卖方需提供工程支持以使买方受益于产品标准化、创新以及有价值的工程改进。

The Seller shall provide the Buyer with design technologies and test support of existing and new Products for free. The Seller shall provide engineering support if required by the Buyer, so that the Buyer benefits from standardization and innovation of Products and valuable engineering improvements.

卖方应无偿(《商务条款》特殊约定的情况下除外)提供合理次数的工程样品及小批量以支持买方的产品验证或认证。卖方应根据买方的需求及时交付样品及相关的资料(包括但不限于：材质证明、生产工艺、检验方法及结果)，并配合买方的物料验证或认证工作。

The Seller shall provide engineering samples and small batches with reasonable times for free (unless otherwise agreed in "*Commercial Terms*") to support the Buyer's product verification or certification. The Seller shall deliver samples and relevant data (including not but limited to: material certificates, production process, inspection methods and results) in time in accordance with the Buyer's needs and cooperate in Buyer's material verification or certification.

- 8.5 制造和检验程序：除非《商务条款》另有规定外，卖方应依据买方的技术及质量要求制作其制造及检验程序，并据此来制造并检验其供应买方的产品。针对买方没有要求的部分，卖方的检验方法和程序应最起码符合行业公认标准及国家标准。卖方所使用的测量和检验设备应由经买方认可的权威机构定期进行校准，非经前述定期校准不得作为检验器材使用。原则上，前述校准产生的费用由卖方自行承担。

Manufacturing and inspection procedures: The Seller shall develop its manufacturing and inspection procedures in accordance with the Buyer's technical and quality requirements, and manufacture and inspect Products supplied to the Buyer based on such procedures, unless otherwise agreed in "*Commercial Terms*". As for any parts without the Buyer's requirements, the Seller's inspection methods and procedures shall meet standards recognized in the industry and national standards at least. Any measuring and inspection devices used by the Seller shall be calibrated periodically by an authority recognized by the buyer, and shall not be used as inspection devices without the above periodical

calibration. In principle, the expenses incurred by the above calibration shall be borne by the Seller on its own.

如卖方的制造、检验程序、使用材料、重大工艺产生改变，无论何种情况，皆应事先通知买方并向其陈述改变的原因及可能产生的后果，并得到买方的书面批准。

In any event that the Seller changes its manufacturing or inspection procedures, materials used or major process, the Seller shall send a prior notice to the Buyer stating reasons for such changes and possible results and get written approval from the Buyer.

若卖方检测到买方提供的材料中存在瑕疵，应于开工或复工前立即通知买方。该规定同样适用于采购订单履行后检测出的可能导致质量性后果的各种瑕疵。买方应确定如何使用瑕疵产品(签收、返工、拒绝、重做)。如瑕疵产品无法被再度使用，卖方有义务筛选出瑕疵产品以确保此部分瑕疵产品不会被交付给买方。

In case that the Seller detects any defects in any material provided by the Buyer, the Seller shall send a notice to the Buyer immediately before starting or restarting production. This provision also applies to various defects which are detected after fulfillment of a purchase order and may result in quality consequences. The Buyer shall determine how to use defective products (sign-in, rework, rejection or redoing). In case such defective products can't be used again, the Seller is obliged to screen out defective products to ensure such defective products will not be delivered to the Buyer.

- 8.6 卖方所需提供的质量文件：卖方有义务于产品制造及检验流程完成后，准确记录所有与质量相关的测试结果，以便随时追踪。特殊情况下，买方可在《商务条款》中确定所需的文件范围(取决于产品的复杂性，买方有权要求卖方就特殊问题，如产品安全问题等，提供相关说明性文件)。

Required quality documents provided by the Seller: The Seller is obliged to make a correct record of all test results related to quality after finishing product manufacturing and inspection procedures for tracing at any time. In particular cases, the Buyer can determine the scope of required documents in “*Commercial Terms*” (subject to complexity of products: The Buyer is entitled to ask the Seller to provide relevant illustrative documents for special problems, such as product safety, etc.).

卖方应于产品最后一次发货后三年内，有能力及义务向买方提供该产品之所有文件，包括但不限于制造所需文件、材质报告、检验记录。

The Seller shall be able and obliged to provide the Buyer with all documents of a Product within 3 years after the last shipping of the said Product, including but not limited to documents required for manufacture, material reports and inspection records.

- 8.7 原材料及文档的标记：卖方应负责建立与其制造流程一致的标记系统，此系统应保证技术文件与所制造之产品之间的类推或对应关系。

Tags for raw materials and documents: The Seller is responsible for establishing a tag system consistent with its manufacturing procedures, and such system shall guarantee the analogy or corresponding relationship between technical documents and manufactured products.

- 8.8 产品质量：交付给买方的产品，需依照买方的质量检验程序完全符合买方的要求，除非在《商务条款》中另有约定的质量目标。卖方需按照买方的质量问题处理程序及时地处理相关的质量问题。

Product quality: The Products delivered to the Buyer shall meet the Buyer's requirements fully according to the Buyer's quality inspection procedure, unless the quality objectives are agreed in “*Commercial Terms*” otherwise. The Seller should timely deal with quality problems according to the Buyer's handling procedure for quality problems.

买方将定期统计卖方的整体或所交付的某一产品的不良比率，或某些参数的质量管控数据。

The Buyer will periodically count the overall reject ratio or the one of some Product delivered by the Seller or quality control data of some parameters.

如卖方整体或一个产品的不良率或某些参数的质量管控数据超过约定的质量目标，买方有权选择

In the event that the overall reject ratio or the one of some Product of the Seller or quality control data of some parameters goes beyond the agreed quality objectives, the Buyer is entitled at its discretion to:

(a) 要求卖方提交书面纠错计划, 该计划应至少包含出现上述情况之根本原因分析及为纠正问题计划采取之明确行动; 甚至提供 8D 报告。或

Ask the Seller to submit a written correction plan which shall include analyses on root causes for above circumstances and definite actions planned to be taken for solving such problems at least and even an 8D report; or

(b) 立即终止本协议。

Terminate the Agreement immediately.

8.9 质量审核: 卖方同意买方代表检查其质量的管控能力, 及涉及买方的产品的设计、生产加工能力, 供应链及管理能力。如不涉及制造秘密, 则此种检查包括制造检查、检测程序检查以及卖方文件与实际操作相符性检查。买方应使用检查清单进行前述检查(例如 ISO 9000/EN 29000), 并记录检查结果并以此与卖方共同制定改善措施, 并监控其实施状况。

Quality review: The Seller agrees that the Buyer's representatives can check its capabilities for quality control, related to design, production and processing of Products and for supply chain and management. In case that no manufacturing secrets are involved, such check shall involve manufacture, detection procedures and conformity between Seller's documents and practical operations. The Buyer shall use a check list for the check above (such as ISO 9000/EN 29000), record check results, and develops improvement measures together with Seller based on this, and monitor implementation of such measures.

8.10 产品召回: 指某一批次、型号或者类别的产品或部件确实存在质量问题而需将该批次、型号或者类别的产品(部件)进行警示、补充或修正使用说明(包括在必要情况下, 对产品使用手册的补充和修正)、更换、退货、修理等方式, 有效预防、控制和消除存在质量问题的产品或部件可能导致损害的一项或多项举措。卖方应承担其或其代理提供的产品或服务相关的、或由其产生、或与其有关联的产品的召回事宜所可能导致的相应经济责任, 并与买方积极配合处理相应的事项。

Recall of Products: refers to one or more moves to effectively prevent, control and eliminate possible damages caused by any batch, type or classification of products or parts with quality problems in such ways as warning, supplementing or correcting operating instructions (including supplementing and correcting instruction manuals of Products when necessary), replacement, return of goods or repair, etc. when such batch, type or classification of products or parts have quality problems actually. The Seller shall bear possible financial responsibilities related to, arising from or in connection with recall of any of products or services provided by the Seller or any of its agents, and cooperate with the Buyer actively to deal with corresponding matters.

8.11 在买方有合理时间检查和适当测试交付的产品前, 买方不应被认定为已经接受任何产品。在产品有潜在缺陷的情况下, 合理时间应从潜在缺陷变得明显时起算。

The Buyer shall not be deemed to have accepted any Products until it has had a reasonable time to inspect and appropriately test them following Delivery. In the case of a latent defect in the Products, the reasonable time shall be counted when the latent defect has become apparent.

若交付的产品不符合本协议(包括订单及附属文件)规定, 那么, 在不限制买方的其它权利或补救措施的情况下, 买方可拒收该产品, 并:

Where the products delivered do not conform to the requirements in this Agreement (including order and attached documents), the Buyer may without prejudice to its other rights or remedies, refuse acceptance of such products and:

(a) 要求卖方在收到维修或替换要求之日起七个工作日内维修或替换被拒产品, 由此而发生的风险和费用由卖方承担; 或

Demand repair or replacement of the rejected products by the Seller within seven working days upon the receipt of repair or replacement request by the seller, and all risks and expenses incurred shall be assumed

by the Seller; or

(b) 要求卖方全额偿还被拒产品的全部费用(无论买方之前是否要求卖方维修或替换被拒产品);

Demand full indemnity by the Seller for all expenses related to the rejected products (regardless of the Buyer' s previous demand for repair or replacement of such products by the Seller);

(c) 要求卖方赔偿因其未能根据本协议条款交付“产品”而造成的其他一切成本、费用或损失。

Demand the Seller to compensate for all other cost, expense or losses incurred as a result of its failure to deliver the “Products” pursuant to this Agreement.

8.12 本协议条款应适用于卖方所供应的一切维修或更换产品。

The provisions of this agreement shall apply to all repair or replacement of products supplied by the Seller.

8.13 第 8 条项下买方的权利和补救措施不应影响买方受相关法律和法规保护的隐含在本协议项下的权利, 以及要求产品的描述、质量和预期用途应与样品相一致的相关法定权利和补救措施。

The Buyer's rights and remedies under clause 8 are without prejudice to the rights of the Buyer implied in this agreement and protected by relevant laws and regulations and relevant legal rights or remedies related to the requirement for the consistence of description, quality and intended applications.

8.14 若卖方未能根据本协议第 8.11 条规定及时维修或更换被拒产品, 则买方在不影响其第 8.11 (c) 权利的情况下, 可从第三方供应商购买替代产品, 或由第三方维修被拒产品, 且卖方应赔偿买方因此而产生的一切费用。

If the Seller is unable to promptly repair or replace the rejected products in accordance with Clause 8.11 of this Agreement, the Buyer may, insofar as its rights under Clause 8.11 (c) herein is not affected, purchase substitute products from a third-party vendor or allow a third party to repair the rejected products, and the Seller shall indemnify the Buyer all costs and expenses incurred.

若产品因卖方的原因而出现同源性、普遍性故障, 则卖方和买方应共同商讨快速纠正的后续步骤和策略。此外, 买方有权停止生产, 直到找出卖方问题根源, 并实施相应解决方案, 而由此产生的费用由卖方支付。若卖方未(合理)实施令买方满意的解决方案, 买方应有权解除本协议, 并要求供应商赔偿引起违约所造成的一切损失。

In case homogenous and general faults occur to the products for reasons attributable to the Seller, the Seller and the Buyer should consult each other with respect to subsequent steps and strategies for eliminating such faults. The Buyer shall furthermore be entitled to cease production until the source of the Seller' s problems is identified with the relevant solutions implemented. The Seller shall solely bear all expenses incurred. In case that the Seller does not (reasonably) implement solutions to the satisfaction of the Buyer, the latter shall be entitled to terminate this Agreement and demand that the supplier shall compensate it for all losses incurred thereof.

在不损害买方其他权利的情况下, 如果发生供应商危机, 卖方应向买方提供所有的信息、设计、材料、工具和协助, 并在此授予买方不可撤销的、免费的授权使买方可以在该期间内生产该产品。供应商危机是指供应商出现的任何影响其生产能力而导致无法履行本协议义务的因素。

Without prejudice to any other rights of the Buyer, in the event of the crisis of supplier, the Seller shall provide the Buyer with all information, designs, materials, tools and assistance and hereby grants the Buyer an irrevocable, free license, to enable the Buyer to manufacture the Products during the period. A crisis of supplier refers to any factors occurring to the supplier which may affect its production capacity and cause it is unable to perform its obligations under this agreement.

## 9 发票开具和付款条件: INVOICING AND PAYMENT TERMS:

9.1 卖方应在交货时或交货后提供的每一份发票上注明相关的订单编号。如《商务条款》无特殊说明, 买方应在收到卖方发票后的六十天之内的支付发票货款。

The Seller shall specify the relevant order number on each invoice at or after the delivery. Payment of the invoice is due within sixty days from the date of the Seller' s invoice, unless otherwise specified in



“Commercial Terms” .

9.2 如果发货是以分批的方式进行，应对每批分别开具发票。

If shipments are made in installments, each installment shall be separately invoiced.

9.3 除非另有协议，否则货款将以电汇的方式转账到卖方在《商务条款》中指定的银行账户。

Unless otherwise agreed, the payment is to be made by wire transfer to the Seller's bank account as specified in “Commercial Terms” .

## 10 有限质保: LIMITED WARRANTY:

10.1 除非另有书面约定，否则卖方向买方担保：在协议产品交付并检验后的[24]个月内，如果买方或其客户在使用过程中，出现因卖方设计、材料、加工及包装运输所造成的未满足规定要求的瑕疵。卖方在此担保下的索赔义务应包括且不限于：在得到买方的通知并经双方确认后，

Unless agreed in writing otherwise, the Seller warrants to the Buyer: Within [24] months upon the delivery of the Products and after inspection, in case that any non-conforming defects caused by the Seller in design, material, processing, packaging or transportation occur in the using process of the Buyer or its customers, the Seller's obligations with respect to claims under this warranty shall include and not limited to:

(a) 上述相关数量的有瑕疵的或不合格的协议产品的修理、更换或退货；或

Repair, replacement or return of such defective or non-conforming Products, or

(b) 其采购价格合理的抵扣。

A reasonable deduction of the purchase price thereof.

10.2 卖方应在[14]天内进行修理、更换、退货或抵扣。相关数量的不合格或有瑕疵的协议产品一旦在被更换或抵扣后，就成为卖方的财产。

The Seller shall repair, replace, return products or perform deduction within [14] days. The relevant quantity of the non-conforming or defective Products shall become the Seller's property as soon as they have been replaced or deducted.

10.3 如果最终用户或买方的经销商宣称协议产品有瑕疵，买方可以自行决定是否在买方公司提供必要的修理服务或将协议产品送到卖方处采取进一步的措施。在收到买方的修理报告后的[14]天内，卖方应尽快将买方修理服务中要用到的部件及其它材料免费供应给买方，并承担相应的维修成本。买方的修理报告应包括产品序号、瑕疵症状、瑕疵保修证明及修理服务要用到的部件或材料。

In the event that defects in the Products are claimed by end-users or the Buyer's distributors, the Buyer may at its sole discretion decide whether to provide the necessary repair services at the Buyer's company or send the Products to the Seller for further action. The Seller shall, and the Buyer the components and other materials to be used by Buyer for the repair services free of charge as quickly as possible within [14] days after receiving the repair report from the Buyer, and bear expenses incurred by such repair. The repair report from the Buyer shall include the serial number of the product, conditions of defects, and warranty evidence for defects and components and materials to be used for the repair services.

## 11 责任范围和赔偿: LIMITATION OF LIABILITY AND INDEMNITY:

11.1 在任何情况下，买方在本协议下或由本协议引起的赔偿责任都不应超过与索赔有关的相关数量的协议产品的采购总价或[200万英镑],[300万美元],[300万欧元]中最低的那个金额。

In no event shall the Seller's liability under or arising out of the Agreement exceed the lowest of the total purchase price of the quantities of the Products in respect of claims or [£2,000,000],[USD 3,000,000],[Euros 3,000,000].

11.2 卖方应保护买方免于因下列原因而蒙受任何债务、成本、费用、损坏和损失(包括任何直接、间接或从属损失、利润损失、声誉和一切利益损失、罚款以及法律及其它专业顾问费用和成本):



The Seller shall indemnify the Buyer against any debt, cost, expense, damage and loss incurred as a result of the following (including any direct, indirect or ancillary loss, loss of profit, reputation and loss of all benefits, fines, and legal and other professional consultants' fees and costs):

(a) 因“产品”供应或使用而致使买方因事实或涉嫌侵犯第三方知识产权而被提起索赔;

Claims made with respect to actual or purported infringement of the third party' s intellectual property right due to the supply or use of the “Product” ;

(b) 任何因“产品”供应致使买方因卖方、卖方员工、代理或分包商违反、疏忽、未履行或延误履行本协议而被第三方提起的索赔;

Any claims made by a third party against the Buyer due to default, negligence, non-performance or delay in performance by the Seller, the Seller' s employees, agent or sub-contractor with respect to the supply of the “Product” ;

(c) 任何因不良产品致使第三方因死亡、人身伤害或财产损失而对买方提起索赔, 且该不良产品系因卖方、卖方员工、代理或分包商作为或不作为而引起。

Any claims made against the Buyer due to defective product such as to cause the death, personal injury or property loss of a third party, and such defective product is due to the act or omission of the Seller, the Seller' s employees, agent or sub-contractor.

(d) 卖方(或获得卖方授权的任何第三方)未按本协议规定使用任何买方的背景知识产权或买方的任何其他知识产权;

Any background intellectual property right or any other intellectual properties of the Buyer used by the Seller (or any third party authorized by the Seller) not according to the provision of this agreement;

本条款概不能约束或限制买方依法减少因本条款赔偿根源所蒙受损失的一般义务。

This provision does not inhibit or restrict the Buyer' s general duty to reduce its losses incurred in relation to the source of compensation.

11.3 因卖方的疏忽、过错、失职或未尽责或按照本协议供应的任何协议产品的瑕疵而造成买方有形财产的实质损失或损坏, 由此引起买方的损失与损坏应由卖方负责和赔偿; 并在买方要求时, 承担不少于采购订单金额 20% 的违约金。

The Seller shall be liable for and shall indemnify the Buyer against Buyer' s losses and damages resulting from physical loss of or damage to Buyer' s tangible property caused by the Seller' s negligence, fault, omission or lack of due diligence or by defects in any Product supplied pursuant to this Agreement. And the seller shall bear the penal sum of no less than 20% of related purchasing order amount once the buyer asks.

## 12 保险: Insurance:

12.1 本协议有效期之内及之后的一年内, 卖方应向信誉良好的保险公司购买如下全额保险:

During the validity of this agreement and in one year afterwards, the Seller shall buy the following full insurance from the reputable insurance companies:

(a) 每个赔偿不低于最低保险标准的公众责任险; 以及

Public liability insurance for no less than the minimum insurance standard per claim; and

(b) 任何单一的事件的赔偿应不低于最低保险标准, 全年产生的赔偿应不低于最低保险标准的三倍。

Any compensation for single event shall not be lower than the minimum insurance standard and the compensation occurring in the whole year shall not be lower than three times of the minimum insurance standard.

12.2 根据买方的书面请求, 卖方应向买方提供保单的复印件以及保险范围的相关细节。

On the Buyer's written request, the Seller shall provide the Buyer with copies of the insurance policies and relevant details in the insurance coverage.

卖方应确保任何分包商购买履行本协议项下义务的足额保险。

The Seller shall ensure that any subcontractors shall buy their obligatory full insurance in performing this

agreement.

#### 12.3 卖方同意:

The Supplier agrees:

(a) 不做任何使保单失效或损害买方保单权利的事; 以及

Not to invalidate any insurance policy or to prejudice the Buyer's rights under it; and

(b) 如保单已经被(或将被)取消, 或其条款已经(或将会)发生任何重大变化, 供应商须通知买方。

To notify the Buyer if any policy is (or will be) cancelled or its provisions are (or will be) subject to any material change.

#### 12.4 本协议项下卖方的责任不会因供应商购买第 12 条规定的保单而被免除或限制。

The Seller's liabilities under this agreement shall not be deemed to be exempted or limited by the supplier buying the insurance policies specified in clause 12.

如卖方没有根据第 12 条的规定购买保险, 或无法根据第 12 条提供购买当年保险的证据, 买方在其可以购买的范围内, 购买其他买方认为有合理必要的保险。买方有权要求卖方偿付由此发生的合理成本和花费。

In case that the Seller fails or is unable to buy insurance in accordance with clause 12, or fails to provide evidence that it has paid the premiums of the current year in accordance with clause 12, the Buyer may, so far as it is able to, purchase other insurances as it deems to be reasonably necessary and shall be entitled to require the Seller to pay all reasonable costs and expenses incurred.

### 13 产品更改和设计更改: PRODUCT AND DESIGN CHANGES:

#### 13.1 卖方交付的产品将按照买方同意的技术规格来生产, 除非经过买方的书面同意, 否则不应对这些产品在技术规格中规定的形式、配件、颜色和功能等进行更改。

Products delivered by the Seller will be produced in accordance with the technical specifications agreed by the Buyer, and shall not change the form, accessories, color and functions, etc. of such Products specified in the technical specifications unless agreed by the Buyer in the written form.

#### 13.2 对于每个协议产品, 卖方都应建立并保存生产文件资料, 包括文件修订状态的信息。在买方有所要求时, 买方应该可以获得这些资料。

The Seller shall establish and store the production documentation including information on the status of document modification. The Buyer shall have access to the documentation on demand.

#### 13.3 卖方的主动修改:

Modifications on the Seller's initiative:

(a) 会对性能、接口、交付安排、备件、电磁兼容或可靠性产生影响的设计文件或生产文件资料的更改, 原材料, 主要生产工艺及设备的更改, 需要以更改请求的形式获得买方的书面同意。

A change in design or production documentation which may affect the performance, interface, delivery schedule, spare parts, EMC or reliability, and a change to raw materials, major production process or equipments, shall require the written approval of the Buyer in the form of change request.

(b) 买方应在收到更改请求后的十个工作日内给予答复。如果买方不接受更改请求, 卖方应继续交付未经更改的协议产品。

The Buyer shall reply within ten working days after receipt of a change request. In case that the change request is not accepted, the Seller shall continue to deliver the unchanged Products.

(c) 卖方应对所有更改建立文档。

The Seller shall document all changes.

(d) 由卖方主动进行的修改所产生的费用由卖方承担。

Costs for modifications initiated by the Seller shall be assumed by the Seller.

#### 13.4 买方的主动修改:

Modifications on the Buyer' s initiative:

(a) 如果买方希望进行更改, 应与卖方沟通相对应的技术、时间、价格及原物料库存信息, 并在最终确认后, 书面通知卖方更改。

In case that the Buyer wishes to make a change, the Buyer shall communicate with the Seller about corresponding technologies, time, price and inventory information of raw materials, and notify the Seller to change in the written form after final confirmation.

(b) 卖方应及时配合买方的修改, 包括时间安排、之后交付的产品价格更改、可能进行的设备更新、非经常性成本及新旧物料的状况。

The Seller shall cooperate with the Buyer' s changes in time, including the time schedule, changes in price for future deliveries, possible equipment replacement, non-recurrent costs and conditions of new and old materials.

(c) 卖方只有在收到买方的书面同意时才能进行更改, 并配合买方对更改后物料的认证工作。

The Seller will only carry out changes when receiving the written agreement of Buyer and cooperate with the Buyer in certification of changed materials.

(d) 卖方应对所有更改建立文档。

Seller shall document all changes.

(e) 买方主动要求的更改所引起的费用应按照每次不同的情况进行约定。

Costs for modifications initiated by Buyer will be agreed on a case-by-case basis.

13.5 如果一种协议产品在本协议期限内永久停止生产, 卖方应尽力至少提前六个月将这种停止生产情况书面通知买方。卖方发送给买方的书面生产停止通知应包括相关协议产品上次的具体订购条件。在发出生产停止通知之后, 卖方应按照本协议的价格接受买方相关数量协议产品的采购订单, 只要这类采购订单可以在卖方的制造能力范围之内供应。

In case that the production of a Product is to be permanently discontinued at any time during the term of the Agreement, the Seller shall try best to notify the Buyer such discontinuance at least six months in advance in the written form. The Seller' s written notice of discontinuance to Buyer shall contain the specific ordering conditions for the relevant Product last time. After the notice of discontinuance is sent, the Seller shall accept purchase orders from the Buyer for quantities of the relevant Product as priced in the Agreement, to the extent such purchase orders can be supplied within Seller's manufacturing capabilities.

13.6 卖家须对物料清单(BOM)进行报废/产品生命周期结束(EOL)的分析。物料清单会罗列原材料、半成品、中间组件、子组件、零件和生产出最终产品所需要的数量。

The Seller shall analyze the abandonment/ End of Life (EOL) of the Bill of Material (BOM). The Bill of Materials will include the raw materials, semi-finished products, intermediate assemblies, subcomponents, parts and quantity needed to manufacture the end products.

报废定义为零件、供应商的零件或原材料的损失或即将发生的损失。供应商必须对 BOM 进行如下分类: Abandonment is defined as the loss or impending loss of parts or parts or raw materials of the supplier. The Supplier must categories the BOM as follows:

- 确定报废/EOL – 生产商在生产中不能再使用的材料和/或组件。

Confirmed abandonment/EOL – material(s) and/or component(s) are no longer used in production by the manufacturer.

- 可能报废/EOL 的事项 – 接近其生命周期的材料和/或组件。生产商已计划在未来 12 个月到 4 年内停产的材料和/或组件。

Potential abandonment/EOL concern - material(s) and/or component(s) are nearing the end of their life cycle. The Manufacturer has plans to discontinue the production of material(s) and/or component(s) within the next 12 months to 4 years.

- 少量或没有报废/EOL 的事项 – 经过材料和/或组件的生产商核实至少在未来 12 个月内能够提供的材料和/或组件。

Small or no abandonment/EOL concern – the manufacturer(s) of material(s) and/or component(s) has (have) verified that the material(s) and/or component(s) will be available within the next 12 months at least. 分析的方法由卖方自行裁量。分析应在订单签署之日起六十天内或在上一个分析之后的六个月内进行。任何新加入 BOM 的物品须进行分析。卖方应在报废鉴定之日起十天内提供书面通知、影响鉴定和相应建议。买方针对报废/EOL 问题的解决方案可能包括：

Method for analysis is at the Seller’ s discretion. Analysis shall be performed within the sixty days since the signing date of the purchase order or within six months from the previous analysis. Any new items added to the BOM shall be analyzed. The Seller shall provide the written notice, identification of impact and possible recommendations, within ten days since the date of abandonment identification. The Buyer’ s solutions for abandonment/EOL problems may include:

(a) 一次性购买 EOL 材料和/或组件，或

Purchasing EOL material(s) and/or component(s) for one time, or

(b) 替代的供应商、材料和/或组件的资格认定，或

The qualification of alternative supplier, material(s) and/or component(s), or

(c) 重新设计受影响的组件。

Redesign of the affected component(s).

13.7 为了合同目的，或在设计和制图上使用买方的背景知识产权(和在各情况下适用所有知识产权)，买方生产和采购的所有工具，无论该工具是否明示为买方购买，应在任何时候认定为买方的财产(受“保密协议”权利的约束)。即使该权利由卖方获取，卖方不可撤销地同意授权或转让该权利给买方，卖方需：All tools manufactured or purchased by the Buyer specifically for the purpose of this contract or the Buyer’s Background intellectual property right used in design and drawings (and in each case all intellectual property rights therein) whether or not expressly to be purchased by the Buyer shall become and shall be considered as the Buyer’ s property at any time (restricted by any rights of the “Confidentiality Agreement” ). Even if such rights are obtained by the Seller and the Seller irrevocably agrees to authorize and transfer such rights to the Buyer, the Seller shall:

(a) 在所有上述工具上标注买方的名字、买方的产品型号和修改本版、买方工具的序列号、工具材料和每个工具的重量；  
Clearly identify all tools above with the Buyer’ s name, Buyer’ s product model and revision level, Buyer’ s serial number of tools, the materials of tools and the weight of each tool;

(b) 向买方提供一份电子档和纸质的所有工具图纸，并允许买方在任何时间检查该工具；

Provide to the Buyer drawings for all tools in both electronic and paper formats and permit the Buyer to inspect all such tools at any time;

(c) 对合理维护、储存、保管该工具负责；

Be responsible for the proper maintenance, storage and preservation of the tools;

(d) 在协议期间对工具和产品的持续可用性负责；

Be responsible for the continuous availability of tools and products during the Term; and

(e) 因任何理由终止协议或在协议期限届满后，将所有该工具、设计和图纸交还给买方。

Return all such tools, designs and drawings to the Buyer on termination or expiry of this Agreement for any reason whatsoever.

#### 14. 知识产权：INTELLECTUAL PROPERTY RIGHTS:

14.1 买方承认卖方在卖方名义下的所有商誉的法定和实际所有权。

The Buyer acknowledges all the Seller’ s legal and beneficial ownership of goodwill in the name of the Seller.

14.2 卖方承认买方对于不管放置在何处的买方订制的协议产品中所有已注册和未注册的知识产权的法定和实际所有权(包括但不必限于：版权、已注册和未注册的商标、专利、已注册和未注册的设计权及数据库权利)。没有经过买方明确的书面

允许，明确禁止对协议产品的所有复制或许可行为。

The Seller acknowledges all the Buyer's legal and beneficial ownership of all registered and unregistered intellectual property rights in the Products customized by the Buyer (including, but not necessarily limited to: copyright, registered and unregistered trademarks, patents, registered and unregistered design rights and data base rights) wherever situated. All copying or licensing of the Products is expressly forbidden without the express written permission of the Buyer.

14.3 在本协议终止后(不管是因故终止还是通知终止)，卖方不会坚持或试图呈现与买方存在的某种关系。

The Seller will not insist, nor attempt to present, some relationship with the Buyer after the termination of the Agreement (whether terminated for cause or on notice).

## 15 专利及其它权利：PATENTS AND OTHER RIGHTS:

15.1 针对卖方提供的，非买方订制的协议产品，如其侵犯某项专利、版权、设计权或其它知识产权的索赔而向买方提起的任何诉讼或起诉，卖方应进行辩护，并应赔偿判定由买方负责或由买方引起的所有费用、损坏和费用，前提是买方将上述索赔书面通知卖方，并在上述索赔辩护中给予卖方充分完整的权力、信息和协助，同时卖方还应对上述索赔的辩护和索赔解决谈判(如有)具有唯一的控制权。如果协议产品侵犯了某项知识产权，从而禁止使用协议产品，卖方应：

The Seller shall defend any suit or proceeding brought against the Buyer to the extent that it is based on a claim that the Product provided by the Seller but not customized by the Buyer infringes a patent, copyright, design right or other intellectual property rights, and shall indemnify all costs, damages and expenses awarded against or incurred by the Buyer, provided that the Buyer notifies the Seller in writing of any such claim and gives the Seller full and complete power, information and assistance in the defense of such claim above, and the Seller shall have sole control of the defense and of the negotiations for settlement, if any, for such claim. In case that the Product infringes an intellectual property right and the use of the Product is prohibited, the Seller shall:

(a) 为买方取得继续使用协议产品的权利；或

Procure the right to continue using the Product for the Buyer or

(b) 适当修改协议产品使其成为非侵权产品，费用则由卖方自行承担。

Suitably modify the Product so that it is non-infringing, and the expenses incurred shall be assumed by the Seller at its own.

如果卖方以令买方满意的方式表明，卖方无法取得上述(a)中的权利或无法进行上述(b)中的适当修改，卖方应退回已供应的相关数量的协议产品的购买价款，同时如果上述相关数量的协议产品有退回的话，应接受这些产品的退回。如果侵权行为是由于该协议产品交付之后的修改而引起的、或由于该协议产品的用途超出卖方确定的或卖方书面批准的用途以外而引起的，则卖方不应有义务进行辩护或对相关费用和损害负责。

In the event that the Seller demonstrates to the satisfaction of the Buyer that the Seller can't procure the right under (a) above or suitably modify under (b) above, the Seller shall refund the purchase price of the quantity of the Product already supplied and accept the return of such quantity of the Product if such Products are returned. The Seller shall not be obligated to defend or be liable for costs and damages if the infringement arises out of a modification of the Product after delivery or the use of the Product beyond that established by the Seller or approved in writing by the Seller.

不管本协议是因故终止还是通知终止，本条款在本协议终止后应继续有效。

This clause shall survive termination of the Agreement, whether it's terminated for cause or on notice

## 16 商标和宣传：TRADE MARKS AND ADVERTISING:

16.1 没有事先征得买方的书面同意，卖方不应以任何方式使用买方的名称或商标。

The Seller shall not use the Buyer's name or trademarks in any way without the Buyer's prior written



consent.

16.2 双方理解, 在第(16.1)项条款中必要的同意可能需要另外书面的授权协议, 从而使上述使用买方的名称或商标符合授权方当时现形的政策。

The Parties understand that the consent necessary in clause (16.1) may require additional written authorization agreements to make such use of Buyer' s name or trademarks consistent with the current policy of the authorizing Party.

16.3 为了免除怀疑, 不管本协议是因故终止还是通知终止, 本条款在本协议终止后应继续有效。

For the avoidance of doubt, this Clause shall survive termination of the Agreement whether it' s terminated for cause or on notice.

#### **17 可分割性/弃权: SEVERABILITY / WAIVER:**

17.1 如果本协议中任何某项规定或某些规定被主管法庭、根据第(30)项条款指定的仲裁委员会或之后的任何法律或行政决定判定为无效或无法实施, 这项或这些无效或无法实施的规定不应因此否定本协议中其它任何规定的有效或可实施性。

In the event that any provision(s) of the Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, by an arbitration committee appointed pursuant to clause (30), or by any future legislative or administrative action, such or those invalid provision(s) or the impracticable one(s) shall not negate the validity or enforceability of any other provisions hereof.

17.2 任何一方无法行使或延迟行使本协议下的任何权利或救济措施不应视为对这些权利或救济措施的放弃; 同时行使本协议下任何单个或部分权利或救济措施也不应排除在本协议中的其它任何行使权利或将来行使的权利、或根据本协议或法律而授予的其它任何权利或救济措施的行使。

The failure or delay to exercise any right or remedy hereunder by either party shall not be deemed as a waiver thereof; nor shall any exercise of any single or partial right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby or by law.

17.3 如对任何无效、不可强制执行或违法的条款部分删除后可能有效、可强制执行或合法, 该条应在最小程度修改的情况下使之合法、有效并可强制执行。

In case that the provisions would be valid, enforceable or legal if any invalid, unenforceable or illegal part of them were deleted, the provisions shall be applied with the minimum modification necessary to make them legal, valid and enforceable.

#### **18 转让: ASSIGNMENT:**

18.1 本协议只针对双方。在协议期限或本协议延续期间, 除非事先获得另一方的书面同意, 否则任何一方均无权转让或让与本协议下该方的权利或义务。但是, 这决不意味着可以阻止卖方转让其收取按照本协议条款应付的货款的权利。如果卖方转让了收取货款的权利, 买方仍然可以将货款支付给卖方, 以(完全)清偿债务。

The Agreement is only for the parties. Neither Party shall be entitled to assign or otherwise transfer its rights or obligations under the Agreement except with the prior written consent of the other Party during the Term or any renewal period of this agreement. However, nothing herein shall be construed to prevent the Seller from assigning its rights to receive payments due under the provisions of the Agreement. In case that the Seller assigns its rights to receive payments, the Buyer may nevertheless pay such payments to the Seller to (fully) clear off the debt.

#### **19 协议期限和协议终止: TERM AND TERMINATION:**

19.1 本协议应在协议期限到期之后的每一年自动续约, 除非一方至少提前三个月把终止本协议的书面通知发送到另一方在本协议《商务条款》中的相关地址, 该通知在协议期限的最后一日到期, 或如果本协议已经在协议期限到期时自动续约, 则该通知在本协议当年的最后一日到期。已经发送了订单确认书的未清算的采购订单应由双方根据这些订单的条款继续



执行，而本协议的规定应继续适用于这些订单，直到相关交易完成。

The Agreement shall be automatically renewed in each year upon the expiry of the Term unless written notice to terminate the Agreement is given by either Party to the other Party to the relevant address in “*Commercial Terms*” at least three months in advance hereto. Such notice is expired on the last day of the Term, or if the Agreement has been automatically renewed upon the expiry of the Term, such notice will be expired on the last day of the current year of the Agreement. Outstanding purchase orders in respect of which order confirmations have been issued shall continue to be executed by the Parties in accordance with the provisions thereof and the provisions of the Agreement shall continue to apply thereto until the relevant transactions have been completed.

19.2 此外，卖方应接受买方最后一次合理增加协议产品数量的采购订单。买方不应取消或重新安排在第(19.1)项条款或这类最后一次采购订单中所指的未清偿的采购订单。

In addition, the Seller shall accept the purchase order from the Buyer for the reasonable additional quantity of the Product at last time. The Buyer shall not cancel or reschedule outstanding purchase orders referred to in clause (20.1.) or such last-time purchase order.

19.3 在下列情况下，协议一方有权在向另一方出具书面终止通知后立即终止本协议，并利用自身所拥有的所有任何普通法上的救济或衡平法上的救济：

Either party shall be entitled to immediately terminate this Agreement by issuing the written notice of termination in any of the following circumstances, and to avail itself of any and all remedies in general law or rule of equity it may have against the other Party:

(a) 另一方严重违反本协议项下的义务且(如该违约可补救)在收到书面要求该方补救的通知之日起三十天内未能补救；或

The other party seriously breaches its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within thirty days since the date of receipt of notice in writing requiring it to do so; or

(b) 另一方持续犯了一系列的小的违约事项，但当合在一起时，其金额构成重大违约；或

The other party commits a series of continuous minor breaches which, when taken together, amount to a material breach; or

(c) 另一方暂停或威胁暂停支付其债务或无力偿还其到期债务，或承认无力偿还其债务；或

The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its matured debts or admits inability to pay its debts; or

(d) 另一方为延期还款的目的和全部或任何类别的债权人开始协商，或向其债权人作出提议或和其债权人订立任何和解或安排，仅为另一方与其他公司重组方案的目的，或另一方有偿债能力的重组除外；或

The other party commences negotiations with all or any class of its creditors with a view to delay any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for amalgamation of that other party with one or more other companies or the solvent reconstruction of the other party; or

(e) 因为另一方清算或和另一方清算有关的诉状已递交，通知已发出，决议已通过，命令已作出，仅为另一方与其他公司重组方案的目的，或另一方有偿债能力的重组除外；或

A petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the liquidation of the other party other than for the sole purpose of a scheme for amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party; or

(f) 向法院递交申请，或已作出委任管理人的命令，或拟定委任管理人意向的通知已作出，或管理人被委任接管另一方；或

An application is submitted to the court, or an order for the appointment of an administrator is made, or a

notice of intention to appoint an administrator is given or an administrator is appointed to take over the other party; or

(g) 另一方资产的浮动抵押持有人有权委任或已委任一名行政接管; 或

The floating charge holder over the assets of that other party is entitled to appoint or have appointed an administrative receiver; or

(h) 一个人有权委任接管人接管对方资产, 或接管人已经被委任接管对方的资产; 或

A person is entitled to appoint a receiver over the assets of the other party or a receiver has been appointed to take over the assets of the other party; or

(i) 对方停止或威胁停止进行其所有或实质上全部的业务;

The other party ceases, or threatens to cease, carrying on all or substantially its whole business; or

(j) 供应商的控制权出现变动, 即回购大多数有投票权的股票, 或能控制大部分相关公司董事选举; 或

The change of control of the Supplier occurs, i.e. the buy-back of the majority of the voting stocks, or the ability to control the election of a majority of Directors of the relevant companies; or

(k) 任何不可抗力事件妨碍另一方履行本协议项下的义务持续超过三个月。

Any Force Majeure event prevents the other party from performing its obligations under this agreement for any continuous period of three months.

本协议终止应不得损害任何一方由此终止而产生的应得权利和赔偿金。

The termination of this Agreement shall not damage any rights and compensation amount generated due to the termination receivable by either party a.

19.4 本协议中原本预定(不管明示与否)在本协议终止后继续有效的所有条款和条件应在本协议终止后继续有效。

All provisions and conditions of the Agreement which are preset (whether expressed or not) to survive the termination of the Agreement shall so survive.

## 20 终止的义务: OBLIGATIONS ON TERMINATION

任意一方需自付费用地及时执行以下活动

Each party shall, at its own cost, promptly:

(a) 将对方根据本协议提供给己方或己方集团的一个成员且与供货有关的仪器、材料和财产给归还给对方;

Return to the other party all equipments, materials and properties belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Products under this agreement;

(b) 归还包含对方保密信息的所有文件和材料(及其所有副本);

Return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;

(c) 从其电脑系统中(尽可能)删除所有的对方“保密信息”; 以及

Erase all the other party's Confidential Information from its computer systems (to the greatest extent); and

(d) 根据请求书面向对方保证其已经遵守本第 20 条的要求。

On request, guarantee in writing to the other party that it has complied with the requirements of this clause 20.

## 21 责任递延 SURVIVALS OF OBLIGATIONS

本协议终止后, 以下条款应保持有效:

After the termination of this agreement, the following clauses shall survive and continue being maintained in full force and effect:

(a) 第 11 条; Clause 11;

- (b) 第 12 条; Clause 12;
- (c) 第 14 条; Clause 14;
- (d) 第 15 条; Clause 15;
- (e) 第 16 条; Clause 16;
- (f) 第 19 条; Clause 19;
- (g) 第 20 条; Clause 20;
- (h) 第 24 条; 以及 Clause 24; And
- (g) 第 30 条。 Clause 30.

## 21 可容许的延迟及不可抗力: EXCUSABLE DELAY AND FORCE MAJEURE:

21.1 只要因为不可抗力事件的原因阻止、阻挠、妨碍或延迟本协议项下的义务的履行, 任意一方(或代表任意一方的人)对无法履行该义务不负任何责任。

Neither party (or any person acting on its behalf) shall have any liability for failure to fulfill any obligation under this agreement so long as, and to the extent to which, the fulfillment of such obligation is prevented, frustrated, hindered or delayed due to a Force Majeure event.

21.2 申明适用本条款的一方, 须在不可抗力事件发生后在合理情况下尽早:

A party claiming the benefit of this provision must, as soon as reasonably practicable after the occurrence of a Force Majeure event:

(a) 通知另一方该不可抗力事件的性质和内容; 以及

Notify the other party of the nature and content of such Force Majeure event; and

(b) 采取最大的努力消除任何原因, 尽快恢复履行本协议。

Use its best endeavors to eliminate any such causes and resume performance of this agreement as soon as possible.

21.3 出于第 21 条的目的, 不可抗力事件是指超出了一方(或代表一方的人)控制的事件, 该事件无法被该方(或该人)预知, 或如能被预知但无法避免, 包括天灾、暴风雨、洪水、骚乱、火灾、破坏、骚乱或内乱、民间当局或军方的干预、战争(不论宣战与否)或武装冲突, 或其他国家的、国际的灾难, 或一个或多个恐怖主义行为或能源短缺。

For the purposes of this clause 21, a Force Majeure event means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

## 22 变更和豁免 VARIATION AND WAIVER

22.1 本协议的任何变更仅在双方书面同意并签署时生效。

Any variation of this agreement shall only be valid if in writing and signed by the parties.

22.2 本协议项下的任何权利豁免须以书面形式, 在将该豁免交给协议另一方, 并获得对方同意的情况下才能生效。

Any waiver of any right under this agreement is only effective if it is in writing, is given to the other party and agreed by the other party.

22.3 如一方未行使或延迟行使其在本协议项下或法律规定的任何权利或救济不构成放弃此类权利或补救, 也不妨碍或限制该在未来行使或强制执行该权利或救济。

No failure to exercise or delay in exercising any right or remedy specified under this agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or

enforcement of such right or remedy.

- 24.4 如一方单独或部分行使本协议项下的任何权利或救济，不妨碍或限制其进一步行使该权利、所有其他权利或救济。  
No single or partial exercise of any right or remedy under this agreement by either party shall prevent or restrict the further exercise of that or all other rights or remedies.

## 23 出口管制: EXPORT CONTROL:

买方和卖方都同意，如果对方有所要求，会将通知其买方所在国对协议产品的进出口管制法规。

Both the Buyer and the Seller agree to inform the other party of any regulations on import & export control for the Product in the country of Buyer if so requested by it.

## 24 机密资料: CONFIDENTIAL INFORMATION:

- 24.1 卖方和买方都将保证，在本协议持续有效期间及本协议终止后(不管是因故终止还是通知终止)，没有获得另一方的同意，不会让任何第三方知道关于本协议内容、范围和本质的信息、任何未完成的采购订单信息及执行本协议过程中交换的技术信息。在这方面，第三方不包括卖方或买方的任何关联公司或需要知道此类信息的卖方员工或买方员工。双方承诺保证，在披露机密信息之前会让员工知道此类信息为机密信息，并对另一方负有保密义务。关联公司指通过一个或多个中间机构直接或间接拥有或控制一方的各个实体或由一方控制或共同控制的各个实体。该“控制”指通过具有表决权的证券所有权直接或间接拥有指导或促成该方管理方向 and 政策的权力。

Both the Seller and the Buyer ensure that no information regarding the contents, extent and nature of the Agreement, any pending purchase orders, and technical information exchanged in the process of the implementation of the Agreement, during the continuance in force of the Agreement and after termination (whether on notice or for cause) of the Agreement, will be brought to the knowledge of any third party without the consent of the other Party. In this aspect, a third party shall not include any affiliated company of the Seller or the Buyer or any employees of the Seller or the Buyer who need to know such information. The Parties commit to ensure that employees shall be made aware of the confidential information prior to the disclosure of it and that they have the duty of confidentiality to the other Party. Affiliated company refers to each of the entities that directly or indirectly, through one or more intermediary agencies, owned or controlled by either party, or is controlled by or under common control with, such party. Such “control” refers to the power directly or indirectly to direct or cause the direction and policies of management of such Party through the ownership of voting securities.

- 24.2 不管本协议是因故终止还是通知终止，本项第(22.1)项条款应在本协议终止后的五年内继续有效。

This article 23 shall survive the termination of the Agreement for a period of five years, whether this Agreement is terminated on notice or for cause.

- 24.3 如双方已签订单独的“采购保密协议”，当本协议内容与该单独的“采购保密协议”发生不一致时，以单独的“采购保密协议”内容为准。

In the event that both parties have signed a separate “Purchase Confidentiality Agreement”, the said separate Purchase Confidentiality Agreement shall prevail in case of any conflicts between the Agreement and the separate Purchase Confidentiality Agreement.

## 25 反商业贿赂的法律和海外反腐败法 ANTI-BRIBERY LAW AND FOREIGN CORRUPT PRACTICES ACT:

- 25.1 卖方保证在从事自身经营活动、代表买方或为买方利益对外行事时严格遵守反腐败法律和公约的规定。卖方应完整、准确地记录：

The Seller guarantees to observe provisions in anti-bribery laws and conventions strictly in carrying out its own operating activities or acting externally on behalf of or in the interest of the Buyer. The Seller shall, completely and accurately, record:

(a) 所有其为买方利益或代表买方进行的交易，

All transactions conducted in the interest of or on behalf of the Buyer; and

(b) 以及每一笔来自买方向其支付的佣金、服务费或其他款项、或与前述款项相关的任何性质的对外付款。如卖方不能或未能适当履行上述义务，买方有权单方面即时解除本协议且无须事先通知，同时买方也无须为此而承担任何违约金或其他代价。

Every commission, service fee or other payments paid to it by Buyer or any nature of external payments related to the foregoing payments. Should the Seller can't perform or hasn't performed the above obligations appropriately, the Buyer is entitled to terminate the Agreement immediately without a prior notice at its sole discretion, and the Buyer needn't assume any penalty or other prices incurred thereof.

25.2 卖方应根据买方的请求，为买方及其员工、管理人员、董事，(以下简称“买方被保证人”)因卖方或其员工、管理人员、董事、代理、代表或任何为其利益服务的其他单位或个人违反前述义务而可能受到的指控或收到的权利主张进行辩护或抗辩，以使买方被保证人免受其害。对由此产生或与此相关的、买方被保证人遭受的任何索赔、损失、损害和其他支出(包括合理的律师费)进行赔偿。同时，卖方同意，尽力从其业务合作伙伴处获得等同或类似的保证。

The Seller shall defend or plead Buyer or its employees, executives or directors (hereinafter referred to as "the Buyer's Warrantee") for any possible charges or claims incurred by violations of the Seller or any of its employees, executives, directors, agents, representatives or any other entities or individuals serving in the interest of the Seller against the above obligations, so as to hold the Buyer's Warrantee harmless. The Seller shall indemnify the Buyer's Warrantee from any claims, losses, damages and any other expenses (including reasonable lawyer's fees) arising from or in connection with such charges or claims. Meanwhile, the Seller agrees to try its best to obtain identical or similar warranties from its business partners.

25.3 双方都了解并承认，许多国家，包括美国和欧盟的成员国，已采纳并执行法律，禁止为促进、获得或保留商业机会为目的的行贿。鉴于此，为确保根据本协议的财务交易和其他活动不违反这些反贿赂法律，卖方保证，无论卖方或其任何人员，包括管理人员、董事、雇员、代理人 and “代表”，不得支付或将支付或要求任何人向

The parties are aware and acknowledge that many countries, including the United States of America and the member states of the European Union, have adopted and enforce laws that prohibit the payment of bribes for the purpose of facilitating, obtaining or retaining business opportunities. In view of this, to ensure that financial transactions and any other activities undertaken pursuant to this Agreement do not violate these anti-bribery laws, the Seller guarantees that neither the Seller nor any of its personnel, including its personnel, directors, employees, agents and “representatives”, shall make or will make or will cause anyone to make any “Prohibited Payments,” as defined below, to

(a) 下条定义的“政府官员或雇员”，或

A “Government official or employee,” as defined below, or

(b) 下条定义的“买方的官员或雇员”，或

A “official or employee of the Buyer”, as defined below, or

(c) 下条定义的“买方员工”，根据其于与买方业务往来为获取或保留业务或以其他方式诱使任何政府官员或雇员或任何采购官员或雇员支付“被禁止的付款”，以使受贿人员实施或放弃任何针对卖方或买方与本协议相关行为的措施。

A “employee of the Buyer”, as defined below, in connection with its business dealings with the Buyer for the purpose of obtaining or retaining business or to otherwise induce any Government official or employee or any Buyer official or employee to take or forego any action in connection with any activities of the Seller or the Buyer related to this Agreement.

出于本协议目的，上述卖方“代表”应：

For the purposes of this Agreement, the Seller's representation above:

(a) “被禁止的付款”包括任何优惠、馈赠或付款、或要约邀请、赠与或付款授权、任何有价值的钱或东西或让任何官员或雇员收益。“被禁止的付款”不包括平时的日常业务过程中适度的没有影响商业决策的企图的业务招待或礼物。

“Prohibited Payments” include any offer, gift or payment, or authorization of an offer, gift or payment, of any money or thing of value to or for the benefit of any official or employee. “Prohibited Payments” do not include modest business entertainment or gifts in the ordinary process of business which are made without any intent to influence a business decision.

(b) “政府官员或雇员” 包括任何国家和政府的官员或雇员(或任何由政府全部或部分控制的部门、机构或国有机构如机场、电信业或其他公用事业公司)或其下属部门, 或公共国际组织的官员或雇员, 或代表政府、政府机构或国际公共组织, 或任何政党或其官员、政治处候选人行使公权力的人。

“Government official or employee” includes any official or employee of any country and government (or of any department, agency or state-owned organizations such as an airport, telecommunications or other utility company that is either in whole or in part controlled by the government) or subdivision thereof, or any official or employee of a public international organization, or any person acting in an official capacity on behalf of such government, organization or public international organization, or any political party or official thereof, or any candidate for political office.

(c) “买方官员或雇员” 包括任何买方现有或潜在的官员或员工, 以及任何能够代表买方的现在或潜在的代理人或其他人。

“Official or employee of the Buyer” includes any official or employee of any existing or prospective Buyer, as well as any agent or other person acting on behalf of any existing or prospective Buyer.

(d) “买方雇员” 包括买方及买方的任何附属公司的所有董事、高级管理人员或雇员, 以及任何代表买方的代理人或其他人。

“Employee of the Buyer” includes all directors, senior executives or employees of the Buyer or of any affiliated company of the Buyer as well as any agent or other person acting on behalf of the Buyer.

买方已执行道德准则, 该道德准则可在买方的总部思百吉网站上获取(见“我们的价值、商业道德准则”)。买方期待卖方在和买方的交易过程中采用相似的道德标准。

The Buyer has executed a code of ethics which can be found on the website of Spectris plc, the headquarter of the Buyer (see Our Values, Code of Business Ethics) and the Buyer expects the Seller to adopt the equivalent ethical standards in conducting business with the Buyer.

## 26 通知: NOTICES:

### 26.1 本协议中的通知应:

A notice served under this agreement:

(a) 采用书面形式, 用英语书写;

Shall be written in English;

(b) 由发通知方或发通知方代表签字;

Shall be signed by the party giving it or its representative;

(c) 须按照第 25 条规定的联系人、地址或传真号码送达, (或根据第 25 条的规定, 通知双方约定的其他特定地址、传真号码或联系人); 及

Shall be sent according to the contactor, the address or fax number specified in this clause 25 (or other specific addresses, fax numbers or contactors agreed by both parties in accordance with the provisions of this clause 25); and

(d) 依下述形式:

Shall be:

(1) 当面递交; 或

Delivered personally; or

(2) 传真送达; 或



Sent by fax; or

(3) 商业快递送达；或

Sent by commercial courier; or

(4) 预付款的一等邮件或挂号信；或

Sent by first-class post or registered mail for the advance payment; or

(5) 如通知须从国外通过邮递方式送达，需要使用在收件时签字的航空信。

Sent by airmail requires signature on receiving (if the notice is to be sent by post from a foreign country).

26.2 以下情形，视为通知或其他任何与本协议相关的沟通成功送达：

The following cases shall be deemed that the notice or any other communication related to this Agreement has been delivered successively:

(a) 如当面递交，在递交时；或

In case of personnel delivery, at the time of delivery; or

(b) 如传真送达，在发送完成时；或

In case of fax, at the time of transmission; or

(c) 如通过商业快递发送，在快递的送达回执上签字时；或

In case of commercial courier, at the time of signature of the courier's delivery receipt; or

(d) 预付一等邮件或挂号信，投递后的第二个工作日上午 9 点；或

In case of first class post or registered mail for the advance payment, 9.00 am on the second business day after posting; or

(e) 如使用航空信送达，投递后的第五个工作日上午 9 点。

In case of airmail, 9.00 a.m. on the fifth business day after posting.

26.3 为避免歧义：

For the purposes of this clause:

(a) 所有时间应视为收件地的当地时间；以及

All times shall be deemed as local time in the place of receipt; and

(b) 如本条款规定的送达时间不在营业时间(包含任何工作日周一到周五早上 9 点到下午 5 点 30 分)，通知应视为在送达地的第二个工作日收到。

In case that the delivery time specified under this clause is not within business hours (referring to 9.00 am to 5.30 pm on any Business Day from Monday to Friday), the notice shall be deemed to be received on the next Business Day in the place of receipt.

26.4 为确保准确送达，使用传真发送时，应确保准确通过传真将通知发送给对方的传真号码；使用邮递送达的情况下，装有通知的信封应妥善写明地址并进行投递。

To ensure the correct delivery, in case of sending by fax, it shall be ensured to send the fax to the fax number of the other party correctly; in case of post, that the envelope containing the notice shall be properly addressed and posted.

## 27 完整协议：COMPLETE AGREEMENT:

27.1 本协议和其引用的文件构成双方完整的协议和谅解，且取代先前的任何安排、谅解或关于此协议的任何约定。包括商务条款、条件与条款、保密协议在内的本协议构成双方之间的完整协议，双方同意，不存在与本协议标的有关的其它任何陈述、担保或协议。

This agreement and the documents referred to in it constitute the complete agreement and understanding of the parties and supersede any previous arrangement, understanding or commitments between them related to this agreement. Both parties agree that the agreement including the commerce provisions, conditions and clauses, confidentiality agreement constitute the complete agreement between the

parties hereto and any other descriptions, guarantees or agreement related to the subject matter of this agreement don't exist.

27.2 针对注册地址在中国大陆的卖方，如果对该协议的中英文的理解出现不一致时，以中文描述为准。

For the Seller whose registered address is in Mainland China, the Chinese descriptions shall prevail in the event of any conflicts between Chinese and English interpretations in the Agreement.

27.3 本协议双方签字并盖章后生效。This agreement will take effect after both parties sign and seal on it.

## 28 第三方的权利: RIGHTS OF THE THIRD PARTY:

本协议的条款不得由非协议方的主体强制执行。

No provisions of this agreement shall be enforced by a entity who is not a party to this agreement.

## 29 副本 COUNTERPARTS

本协议一式多份，每份都在签署并送达后构成本协议的原件，且所有副本共同组成同一协议。

This agreement shall be executed in any number of counterparts, each of which shall constitute an original of this agreement when signed and delivered, and all the counterparts shall together constitute the same agreement.

## 30 适用法律和管辖权: APPLICABLE LAW AND JURISDICTION:

30.1 本协议及本协议下所有具有约束力的采购订单应按照[中国]法律解释并由其管辖。《联合国国际货物销售合同公约》不应适用。卖方标准的一般销售条件对本协议及本协议下所有具有约束力的采购订单都不适用。

The Agreement and all binding purchase orders thereunder shall be construed in accordance with and governed by the laws of [China]. The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply. The Seller's standard general conditions of sale are not applicable to the Agreement or to any binding purchase order hereunder.

30.2 由本协议引起的或与此有关的所有争议，双方经协商解决。协商不成的，国内采购，由买方所在地苏州市虎丘区人民法院管辖审理；国际采购，交由中国国际贸易仲裁委员会上海分会仲裁，并根据该会规则一裁终局。

All disputes arising out of or in connection with this Agreement shall be finally settled through negotiations. Should negotiations fail to settle a dispute, the dispute shall be submitted to the jurisdiction of the People's Court of Huqiu District, Suzhou for hearing in case of domestic purchase, or to Shanghai Branch, China International Economic and Trade Arbitration Commission, in case of international purchase, and the arbitration award shall be final and binding in accordance with the rules of the said Commission.