

## PURCHASE ORDER TERMS AND CONDITIONS

### 采购订单条款与条件

**1. Acceptance-Agreement:** Seller's acknowledgment of this purchase order or commencement of performance, whichever occurs first, constitutes acceptance of this purchase order and all of its terms and conditions. Buyer hereby objects to any terms proposed in Seller's acceptance or acknowledgment of Buyer's offer which add to, vary from, or conflict with the terms of this order. Any such proposed terms shall not operate as a rejection of this order but are deemed a material alteration, and this offer shall be deemed accepted by the Seller without said additional or different terms. If the purchase order is deemed an acceptance of a prior order by Seller, such acceptance is expressly limited to the terms contained on the front and back of this order.

**1. 接受协议:** 卖方对本采购订单的确认或开始履行本采购订单（以任意一种情况先发生为准）均构成接受本采购订单及其所有条款与条件。买方反对卖方接受或者确认买方的报价时提出的任何关于增加、变更或者与本订单条款冲突的任何条款。任何该等拟议条款不得作为对本订单的拒绝，但被视为实质性变更，且该等报价应被视为卖方接受，且不附加或更改条款。如果采购订单被视为卖方对先前订单的接受，则卖方的该等接受明确表示为仅对本采购订单正面和背面上包含之条款的接受。

**2. Price:** Seller will furnish the goods or services at the prices stated in this purchase order. The articles shipped or work performed against this order must not be invoiced at a higher price than shown on the face of this order without the written consent of Buyer. The invoice must include purchase order number, item number, description of items, sizes, quantities, payment terms, custom tariff code, unit prices, and extended totals and must itemize transportation charges (including foreign inland freight and insurance) and taxes separately, if applicable. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating, or express handling unless indicated on this order.

**2. 价格:** 卖方将按本采购订单中规定的价格提供货物或服务。未经买方书面同意，对于依据本订单发货的货物或开展的工作，不得以高于该订单表面所显示的价格开具发票。该等发票须包括采购订单编号、物品编号、物品描述、尺寸、数量、付款方式、自定义税则号、单价和多出的总金额，并逐条列记运输费用（包括国内外陆运费及保险）和税收。卖方不得收取包装费、标签费、手续费、关税、存储费、装箱费或快递费，除非本订单上做出说明。

Seller represents that the prices to be charged to Buyer for goods and/or services ordered herein are not in excess of prices charged by Seller to other customers for similar quantities and delivery requirements. If at any time before full performance of an order Buyer notifies Seller in writing that Buyer has received a written offer from another supplier for similar goods at a price lower than the price set forth in this order, Seller must immediately meet the lower price for any undelivered goods. If Seller fails to meet the lower price, in addition to other rights or remedies, Buyer, at its option, may terminate the balance of any applicable order without liability.

卖方声明，就所订货物和/或服务向买方收取的价格不会超过卖方就类似数量和交付要求向其他客户收取的价格。如果在订单完全履行之前任何时间，买方以书面方式通知卖方，买方已收到另一供应商对类似货物按低于本订单中所述价格之价格发送的书面报价，卖方须立即就任何未交付之货物执行该等较低价格。如果卖方未能执行该等较低价格，则除了其他权利或救济外，卖方可选择终止任何相关订单的剩余部分，无须承担责任。

**3. Confidential Proprietary Information:** Any information or data furnished by Buyer to Seller under this order in the form of specifications, drawings, reprints, technical information, equipment prototypes, forecasts, schedules, or other technical or business information shall be deemed Buyer Confidential Proprietary Information, shall remain Buyer's property, shall be kept confidential, and shall be promptly returned to Buyer at Buyer's request. Seller shall hold in confidence and Seller shall not disclose such information or data except to its own employees or agents as required in the performance of their duties without Buyer's written permission. Seller shall not use such information or data for any purpose other than performing this order. Nothing contained in this Purchase Order limits a Party from filing a truthful complaint, or the Party's ability to communicate directly to, or otherwise participate in either: (i) any investigation or proceeding with a United States government agency alleging a securities law violation, waste, fraud, or abuse; or (ii) an investigation or proceeding that is protected under a whistleblower provision of a U.S. federal law or regulation.

**3. 机密信息:** 买方在本订单项下提供给卖方的任何信息或数据，包括规格、图纸、重印本、技术信息、设备原型、预测、计划或是其他技术或商业信息，应被视为买方机密信息。属买方财产，须予以保密，且应在买方要求时及时归还给买方。未经买方书面许可，卖方不得将任何该等信息或数据披露给其他人，披露给其自身员工或代理人以履行职责的除外。卖方不得将该等信息或数据用于除履行本订单以外任何其他目的。本订单的任何内容均不限制一方提出真实投诉，或是该方直接沟通或以其他方式参与下列活动之一：  
(i) 美国政府机构的任何调查或诉讼，指控违反证券法、浪费、欺诈或滥用；或 (ii) 美国联邦法律规章条款项下保护之调查或诉讼。

Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential.

除非另作书面约定，卖方以任何方式或在任何时间披露给买方的商业、财务或技术信息不得被视为机密。

**4. Warranties:** Seller warrants to Buyer that all goods or services provided under this order shall be merchantable, free from defects in material and workmanship, of the highest quality, and shall conform to all applicable specifications and appropriate standards. Where design is Seller's responsibility, Seller warrants the goods or services shall be free from defects in design. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services shall be fit for such particular purpose. Seller further warrants that the goods are wholly new and contain new components and parts throughout and that Seller has good and warrantable title to the goods free and clear of all liens. Seller warrants that all goods or services and the sale thereof do not, and the use of such goods and services for their ordinary intended purpose as well as any special purpose specified, will not constitute infringement or contributory infringement of any patent, or infringement of any copyright,

mask work or trademark, or violation of any trade secret. Seller shall indemnify and hold Buyer harmless for all damages arising out of any breach of these warranties. In addition to the warranties above, Seller shall extend all warranties it receives from its vendors to Buyer, and to Buyer's customers. If any goods delivered hereunder do not meet the warranties specified herein and/or otherwise applicable, Buyer may, at its option, and, in addition to all other remedies available under applicable law, (i) require Seller to correct at no cost to Buyer, any defective and/or nonconforming goods by repair or replacement, or (ii) return such defective and/or nonconforming goods at Seller's expense to Seller and recover from Seller the order price thereof, or (iii) correct the defect and/or nonconforming goods itself and charge Seller with the cost of such correction. Breach of the warranties in this provision, or any other term of the order, shall entitle Buyer to all available remedies, including those of the Uniform Commercial Code. These warranties will survive any inspection, delivery, acceptance by Buyer of the goods or service.

**4. 保证:** 卖方向买方保证，本订单项下提供的所有货物或服务应具有适销性，在材料和工艺上不存在缺陷，品质优异，且应符合所有适用的规格和相关标准。如果卖方负责设计，卖方保证，货物或服务在设计上不存在缺陷。如果卖方知晓或有理由知晓买方计划使用货物或服务之特定目的，卖方保证，该等货物或服务应适合该等特定目的。卖方还保证，货物及其中组件和部件都是全新的，且卖方对货物拥有良好和可保证的所有权，不存在任何留置权。卖方保证，所有货物或服务及其销售没有且该等货物和服务用于其普通预定目的及任何特定目的不会构成侵权或对任何专利的间接侵权，或是侵犯任何版权、掩膜作品或商标，或是违反任何商业秘密。卖方应赔偿买方并使买方免受因违反本保证而引起的一切损害。除以上保证外，卖方还应将其供应商做出的所有保证延伸至买方及买方客户。如果本订单项下交付的任何货物所述保证和/或以其他方式适用之保证，则除了相关法律提供的所有其他救济外，买方还可选择 (i) 要求卖方免费修复或更换任何有缺陷和/或不合格货物；或 (ii) 将该等有缺陷和/或不合格货物退还给卖方，相关费用由卖方承担，并向卖方追回其订购价格；或 (iii) 自行纠正有缺陷和/或不合格货物，并向卖方收取该等纠正之费用。如果卖方违反本条中所做保证，或是订单中任何其他条款，则买方将有权获得所有可用救济，包括《统一商法典》中提供之救济。这些保证在验收、交付和买方接受货物或服务后持续有效。

### **5. Termination:**

#### **5. 终止:**

5.1 Buyer may terminate this order without liability if Seller commits a material breach.

5.1 如果卖方严重违约，买方可终止本订单，无须承担责任。

5.2 Buyer may terminate all or any part of this order at any time for its convenience upon written notice to Seller. Buyer will pay a reasonable termination charge based on a percentage of the order price reflecting the percentage of work performed by Seller prior to termination. Any claim for payment of such termination charges will be waived unless submitted in writing to Buyer for review within thirty (30) days of receipt of written notice of termination.

5.2 买方无需提供任何理由可经书面通知卖方后随时终止本订单或其中任何部分的订单。买方将基于订单价格百分比（反映卖方在终止前开展的工作之百分比）支付合理的终止费用。如卖方未能在收到书面终止通知后三十(30)天内以书面形式将该终止费用提交买方审核，卖方放弃向买方主张终止费用的索赔。

5.3 Buyer shall have the right to audit all elements of any termination claim, and Seller shall make available to Buyer on request all books, records and papers relating thereto. Late deliveries, deliveries of products which are defective or which do not conform to this order, failure to perform as agreed and failure to provide reasonable assurances of future performance upon request, insolvency and/or adjudication of bankruptcy of Seller, the filing by Seller of a voluntary petition in bankruptcy, and/or the making of an assignment for the benefit of creditors by Seller shall all be reasons allowing Buyer to terminate this order for cause. In such event Seller shall be liable for any damages (or at Buyer's option, specific performance) due to Seller's breach or default.

5.3 买方应有权审核任何终止索赔的所有内容，且卖方应根据要求向买方提供所有相关财务帐簿、记录 and 文件。延迟交货、交付有缺陷或不符合本订单的产品、未能按约定履行及未能根据要求提供有关未来履行的合理保证、卖方资不抵债和/或裁定破产、卖方主动申请破产和/或卖方为债权人利益做出转让，均应构成买方有权终止本订单之理由。在这种情况下，卖方应负责赔偿因卖方违约而造成的任何损害（或是根据卖方选择，负责具体履行）。

5.4 Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from an unforeseeable cause beyond its reasonable control. Buyer may terminate all or any portion of the order without liability to Seller if such delay or failure to perform by Seller or on behalf of Seller extends beyond thirty (30) days of Buyer's requested delivery date.

5.4 若因不可预见且无法合理控制之原因而导致一方延迟或未能履行本订单，该方无须对另一方承担责任，但若卖方或其代表延迟或未能履行超过买方要求的交付日期之后三十(30)天，则买方可终止订单或其中任何部分，无须对卖方承担责任。

**6. Intellectual Property Indemnity:** By acceptance of this order, Seller agrees to indemnify, hold harmless and defend Buyer against all demands, claims, judgments, decrees, costs and expenses, and attorney's fees incident to any proceeding which may be brought against Buyer or its agents, distributors, customers, or other vendors based on a claim of alleged copyright, trademark, mask work right, trade secret or patent infringement, as well as for an alleged claim of unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished under this order, unless the goods or services are of Buyer design or formula, and Seller agrees that it will, upon request of the Buyer and at Seller's own expense, defend or assist in the defense of any action which may be brought against Buyer or its agents, distributors, customers, or other vendors for such infringement or claimed infringement or alleged claim of unfair competition. Buyer agrees to notify Seller promptly upon receipt of notice of infringement or information of such a suit having been filed. If the goods or services provided or any

part or use thereof are held to constitute infringement and the use enjoined, Seller shall promptly and at its own expense either: i) procure for Buyer the right to continue using the goods or services, or ii) replace such with satisfactory non-infringing goods or services, or iii) modify the goods and services in a way satisfactory to Buyer so as to be non-infringing.

**6. 知识产权赔偿:** 卖方若接受本订单,即表示其同意就买方或其代理人、分销商、客户或其他供应商因本订单项下所提供货物或服务之设计、商标或外观相似性导致被指控侵犯版权、商标、掩模作品权或专利或是被指控不正当竞争而产生的所有索赔、判决、法令、成本、开支及诉讼律师费,向买方做出赔偿,除非该等货物或服务使用买方设计或配方,且卖方同意,其将根据买方要求针对买方或其代理人、分销商、客户或其他供应商因该等侵权或不正当竞争指控而面临的任何诉讼进行抗辩或协助进行抗辩,相关费用由卖方自行承担。买方同意在收到侵权通知或有关该等诉讼的信息后及时通知卖方。如果提供的货物或服务或是其中任何部分或使用被认定为构成侵权和禁止使用,卖方应及时: i) 为买方获取继续使用货物或服务之权利;或ii) 以令买方满意的非侵权货物或服务加以替代;或iii) 以令买方满意的方式修改货物和服务,避免侵权,相关费用由卖方承担。

**7. Insignia:** If any goods are rightfully rejected or not purchased by Buyer which utilize Buyer's name, trademarks, trade names, insignia, symbols, or decorative designs, Seller shall remove same prior to any sale, use or disposition thereof.

**7. 标志:** 如果任何使用买方名称、商标、品名、标志、符号或装饰设计的产品被买方以正当理由拒收,或是买方不予购买,卖方应在销售、使用或处置该产品之前移除买方名称、商标、品名、标志、符号或装饰设计。

**8. Materials, Tools and Equipment:** All tools, equipment, dies, gauges, models, drawing or other materials paid for or furnished by Buyer for the purpose of this order shall be and remain the sole property of Buyer. Seller shall safeguard all such property while it is in Seller's custody or control, be liable for any loss or damage to such property, at Buyer's option procure adequate insurance, use it only for Buyer's orders, and return it to Buyer upon request. Any such property described above whether furnished or ordered by Buyer and which may be in an unfinished state may be removed from Seller's premises or the premises of subcontractors upon request without further action or bond. In the event that Buyer removes such property that is not finished, Buyer will pay Seller a percentage of the order price that corresponds to the percentage of completion. Seller agrees to waive and hereby does waive any lien it may have in regard to such property and ensure subcontractors do the same.

**8. 材料、工具与设备:** 买方基于本订单之目的而购买或提供的所有工具、设备、模具、仪表、模型、图纸或其他材料均为买方专属财产。卖方在保管或控制所有该等财产时应给予充分保护,对该等财产所蒙受的任何损失或损害负责。根据买方的选择购买适当的足够保险,仅将其用于买方订单,并根据买方要求归还给买方。上述任何该等财产,无论是由买方提供或订购且可能处于未完成状态,可根据要求从卖方场所或分包商场所移除,无须进一步行动或担保。如果买方移除该等未完成之财产,买方将向卖方支付与完成百分比对应的订单价格百分比。卖方同意放弃且特此放弃其针对该等财产可能拥有的任何留置权,并确保分包商亦放弃对该等财产的留置权。

**9. Indemnification:** Seller shall defend, indemnify and hold Buyer harmless against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defects of any kind in the goods or services purchased under this order, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to all other obligations of Seller under this order.

**9. 赔偿:** 若因本订单项下购买的货物或服务存在任何缺陷或是因卖方或其代理人、员工或分包商而引起的以任何作为或不作为而产生任何损害、索赔或负债和费用(包括律师费),卖方应向买方做出赔偿,使其免受损害。此项赔偿应构成卖方在本订单项下所有其他义务之补充。

**10. Changes:** Buyer shall have the right to make changes in this order at any time for its convenience upon written notice to Seller. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Seller prior to notice of the change. Any claim of Seller for an adjustment will be waived unless submitted in writing to Buyer for review within thirty (30) days of the Buyer change notice.

**10. 变更: 为方便起见,** 买方有权经书面通知卖方后随时更改本订单。基于卖方在收到更改通知前所产生的合理且不可避免之成本,该等更改受制于履行计划或购买价格的公平调整。卖方的任何调整要求均须在收到买方更改通知后三十(30)天内以书面方式提交给买方。

**11. Inspection:** Seller's facilities, equipment, goods and services purchased under this order are subject to Buyer's inspection, test and acceptance. Payment for the goods and services delivered shall not constitute acceptance. Goods and services shall only be deemed accepted when they have actually been counted, inspected, and tested by Buyer and found to be in conformance with the order. Goods rejected and/or goods supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to Buyer's other rights, be returned to Seller at its expense, including all expenses of unpacking, examining, repackaging and reshipping such goods. Any item Buyer requires to be corrected shall be replaced or corrected by and at the expense of Seller promptly after notice. If, after being requested by Buyer, Seller fails to promptly replace or correct any defective item within the delivery schedule, Buyer may replace or correct such item and charge to Seller the cost occasioned thereby, may, without further notice, terminate this order for default, or may require an appropriate reduction in price. If Buyer receives goods or services with defects or nonconformity whether or not apparent on inspection, Buyer reserves the right to require a refund or replacement as well as transportation costs and payment of damages. Nothing contained in this purchase order shall relieve Seller from the obligations of testing, inspection and quality control.

**11. 检查:** 买方在本订单项下购买的货物与服务须经买方检查、测试与验收。买方支付所交付货物与服务之费用不作为验收合格的依据。货物与服务只有在经买方清点、检查和测试且确认符合订单后方可被视为已获验收合格。除买方享有的其他权利外,买方还有权将被拒收的货物和/或超过订单数量的货物或提前交付的

货物退回给卖方,相关费用由卖方承担,包括有关开箱、检查、重新包装和重新发运该等货物的所有费用。买方要求纠正的任何事项,应由卖方在收到通知后及时更换或纠正,相关费用由卖方承担。如果卖方未能根据买方要求在交货期限内及时更换或纠正任何有缺陷之项目,买方可更换或纠正该等项目,并向卖方收取因此而产生的费用,或是可以违约为由无须另行通知终止本订单,或是可要求相应降价。如果买方收到的货物或服务在检查时被发现有缺陷或不符合要求(无论是或否明显),买方有权要求退款或更换,并要求卖方支付运输费用和损害赔偿。本采购订单的任何内容均不解除卖方的测试、检查和质量控制义务。

**12. Packing, Delivery and Shipment:** All goods shall be packed and shipped in accordance with instructions or specifications on this order and in accordance with all applicable regulations. In the absence of any such instructions or regulations Seller shall comply with the best commercial practice to ensure safe arrival at destination at the lowest transportation cost. TIME IS OF THE ESSENCE ON THIS ORDER. If goods are not delivered or services provided by the date specified, Buyer may terminate, without liability, this order as to items not yet shipped or services not yet rendered, by notice effective upon receipt by Seller. In such instance, Buyer may purchase substitute items or services elsewhere and charge Seller with any loss incurred. In order to comply with Buyers required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in this purchase order, Seller shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been caused by Buyer.

**12. 装箱、交付和发运:** 所有货物均应按照本订单上的指示或规格及所有相关法规进行装箱和发运。若无该等指示或法规,卖方应遵守最佳商业惯例,确保以最低运输成本安全运抵目的地。对于本订单而言,时间至关重要。如果货物未按规定日期交付或服务未按规定日期提供,买方可就尚未发运的货物或尚未提供的服务,经通知卖方后终止本订单,无须承担任何责任,自卖方收到该等通知后生效。在这种情况下,买方可在其他任何地方采购替代货物或服务,并要求卖方支付由此产生的任何损失。为了遵守买方要求的交付日期,卖方必须以比本采购订单中所述更为昂贵的方式送货,且应支付任何增加的运输费用,除非该等重新规划路线或加速送货之必要性是由买方所致。

**13. Material Safety Data Sheets:** Seller shall provide a Material Safety Data Sheet for those chemicals purchased under the terms and conditions of this order which are governed by OSHA's hazard communication regulations set forth in 29 C.F.R. 1910.1200. All chemical suppliers certify by acceptance of this order that the chemicals purchased are on Toxic Substances Control Act, 15 U.S.C.S. 2601, et. seq., chemical inventory or are subject to an exemption and that such exemption is specified in the Material Safety Data Sheet.

**13. 材料安全数据表:** 卖方应依据职业安全与健康管理局(OSHA)的危险性信息公示规定(如29 C.F.R. 1910.1200中所述),就按照本订单之条款与条件规定的化学品,提供一份材料安全数据表。所有化学品供应商均通过接受本订单证明,采购的化学品符合《有毒物质控制法》(15 U.S.C.S. 2601)等法案之要求,或是享有豁免权利,且该等豁免材料在安全数据表中列明。

**14. Ozone Depleting Substances:** Seller agrees to comply with the Clean Air Act ozone depleting substances labeling regulations set forth in 40 C.F.R. Part 82, Subpart E.

**14. 臭氧层消耗物质:** 卖方同意遵守美国联邦法规《清洁空气法》第40章第82条E项规定的臭氧层消耗物质标签规定。

**15. Safety, Security, Insurance:** If this order includes services or work to be performed on Buyer's premises, Seller agrees to indemnify Buyer from all loss or damage arising out of such work, to observe the highest safety standards, to adhere to all Buyer work rules, safety standards and security requirements, to maintain insurance satisfactory to Buyer and to furnish evidence of such insurance at Buyer's request.

**15. 安全、保障与保险:** 如果本订单包括将在买方场所开展的服务或工作,卖方同意就因该等工作而产生的所有损失或损害向买方做出赔偿,符合最高安全标准,遵守买方所有工作规则、安全标准和保障要求,办理令买方满意之保险,并根据买方要求提交该等保险之证据。

**16. Compliance with Laws:** Seller represents and warrants that it shall perform all activities required under this purchase order in compliance with all applicable international, national, state and local laws, orders, rules and regulations. Seller shall also provide upon receipt of Buyer's request(s) all representations and certifications (and any information required with such representations and certifications) of Seller's compliance with federal regulations as required in the Federal Acquisition Regulation (FAR). Seller shall indemnify Buyer against any liability caused by any noncompliance with this provision.

**16. 遵守法律:** 卖方声明与保证,其依据本采购订单开展的所有活动均遵守所有适用的国际、国内、联邦、州和地方法律、命令、规则和法规。卖方还应在根据买方要求提供有关遵守《联邦采购条例》(FAR)中所述联邦条例的所有声明与证明(以及该等声明与证明要求的所有信息)。若因未遵守本条规定而产生任何责任,卖方应向买方做出赔偿。

**17. Import / Customs:** All goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits. The Seller will provide Buyer with a commercial invoice containing the following information: (1) port of entry; (2) names of Seller and Buyer entity purchasing the merchandise; (3) name of shipper (if different from Seller); (4) country of export; (5) detailed description of merchandise; (6) quantities and weights; (7) actual purchase price, including all elements of the amount paid or payable by Buyer; (8) the currency in which the sale was made; (9) all charges, costs and expenses associated with the merchandise, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (10) all rebates or discounts; (11) the country of origin (manufacture) of the goods; (12) all goods or services furnished for the production of the merchandise (e.g., "assists") not included in the invoice price for the first shipment of goods destined for the United States Custom Territory unless Buyer directs otherwise in writing; and (13) harmonized tariff schedule (HTS) number, and the HTS description for each itemized good on the invoice; and (14) any other documents or information Buyer may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees. Seller agrees to comply with all laws and regulations governing the importation of goods into the United States Custom Territory.

**17. 进口/海关:** 所有货物(除非目的地国家的政府部门特别豁免)均须在醒目位置标注原产地(制造国),并以清晰、不可消除和永久之方式(如果物品或集装箱性质允许)。卖方将向买方提供一份商业发票,包括下列信息:(1)入境口岸;(2)购买商品的买卖双方的单位名称;(3)托运人名称(如与买方不同);(4)出口国家;(5)商品详情;(6)数量和重量;(7)实际采购价格,包括买方已付或应付金额的所有元素;(8)销售货币;(9)与商品相关的所有费用、成本与开支,包括货运、保险、佣金、装箱和包装费用,但已将包装、集装箱和内陆运费包括在发票价格内的除外;(10)所有返利或折扣;(11)货物原产地(生产)国家;(12)提供用于生产商品的所有货物或服务(如“助剂”),未包括在首批运送到美国海关辖区之货物的发票价格中,除非买方另作书面指示;(13)海关关税编码(HTS)和发票上各项货物之HTS描述;及(14)买方可能要求遵守的国际贸易规则或合法减少关税、税收和费用的任何文件和信息。卖方同意遵守所有关于进口货物至美国海关辖区的法律法规。

**18. C-TPAT Compliance:** Seller acknowledges that Buyer participates in the Customs Trade Partnership Against Terrorism program (“C-TPAT”) as promulgated by the U.S. Custom and Border Protection Bureau (“CBP”). Seller agrees that it either is a participating member of C-TPAT (in which case it shall certify in writing such membership status to Buyer) or, if Seller is not a participating member, Seller agrees to take all commercially reasonable measures as are required by Buyer or by CFB to ensure the physical integrity and security of all shipments to Buyer.

**18. C-TPAT合规:** 卖方承认买方参与美国海关和边境保护局(“CBP”)制定的海关贸易伙伴反恐计划(“C-TPAT”)。卖方同意,其或者为C-TPAT的参与成员(在这种情况下,其应以书面方式向买方证明该等成员身份),或者如果卖方不是参与成员,卖方同意根据买方或CFB的要求采取一切商业上合理的措施来确保向买方运货的物理完整性和安全性。

**19. Anti-corruption:** Any services performed by Seller on behalf of Buyer shall be in compliance with all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and any applicable local anti-corruption laws. Such compliance includes a commitment not to pay or offer to pay, or authorize the direct or indirect payment, of any money, gift, or anything of value to any person for the purpose of influencing any act or decision of such person in order to obtain an improper business advantage. Compliance also includes a commitment to not falsify any record.

**19. 反腐:** 卖方代表买方开展的所有服务均应遵守所有反腐败法律,包括美国《海外反腐败法》、英国《反贿赂法》,以及任何适用的地方反腐败法律。该等遵守包括承诺不会向任何人支付或提出支付或是授权直接或间接支付任何金钱、礼物或任何有价值之物,以期影响该人的任何行动或决策,从而获取不正当的商业利益。该等遵守还包括承诺不会伪造任何记录。

**20. Forced, Indentured And / Or Convict Labor:** Seller represents that the goods and services covered by this purchase order, or components thereof, are not produced, manufactured, mined, or assembled in whole or in part with the use of forced, convict, and/or indentured labor under penal sanction as prohibited by any state law or U.S. statute including any class of labor specified in section 307, Tariff Act of 1930, as implemented in 19 C.F.R. 12.42.

**20. 强迫、契约和 / 或囚犯劳工:** 卖方声明,本采购订单涵盖的货物与服务或是其中任何组件之生产、开采或组装均未使用任何州法律或美国法规禁止的处于刑事制裁之下的强迫、囚犯和 / 或契约劳工,包括1930年关税法第307条中所述任何劳工类别,如美国联邦法规第19章第12条42款实施的规定。

**21. Government Contract:** If this purchase order is issued in connection with the performance of a contract for a commercial item for the United States Government, the terms and conditions set forth in the Supplemental Purchase Order Terms and Conditions – Acquisition of Commercial Items and Services are incorporated into this purchase order. The Supplement can be found at [http://www.onsemi.com/site/Downloads/Supplemental\\_Purchase\\_Order\\_Terms\\_and\\_Conditions.docx](http://www.onsemi.com/site/Downloads/Supplemental_Purchase_Order_Terms_and_Conditions.docx). It is Seller's responsibility to notify Buyer in writing if Seller will be furnishing products or services which are non-commercial items pursuant to an United States Government contract.

**21. 政府合同:** 如果本采购订单之出具与履行美国政府商业项目合同相关,则《补充采购订单条款与条件-获取商业项目与服务》中所述条款与条件并入本采购订单中。该等补充可在<http://www.onsemi.com/站点/下载/补充采购订单条款与条件.docx>文件中找到。如果卖方将依据美国政府合同提供非商业项目之产品或服务,则应以书面方式通知买方。

**22. Equal Employment Opportunity, Affirmative Action, EEO-1:** Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-3005(a) and 60-741.5(a). 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 Seller take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Seller shall provide proof of compliance with this provision upon Buyer's request.

**22. 平等就业机会、平权行动和EEO-1:** 卖方应遵守41 CFR 60-1.4(a)、60-3005(a)和60-741.5(a)的要求。这些法规禁止歧视合格人士的受保护退伍军人或残疾人身份,且禁止歧视所有人士种族、肤色、宗教、性别或国籍。此外,这些法规还要求卖方采取平权行动雇佣和晋升员工,不考虑种族、肤色、宗教、性别、国籍、受保护退伍军人身份或残疾人身份。应买方要求,卖方应提供有关遵守本条规定之证据。

**23. Dispute Resolution:** Both parties agree that any claims or disputes in connection with the Purchase Order will be submitted to the court where the Buyer is located.

**23. 争议解决:** 双方同意,任何和本采购订单相关的索赔或争议由买方所在地的法院管辖。

**24. Social Responsibility Compliance:** Seller shall comply with the latest version of Buyer's Corporate Social Responsibility policy available at [http://www.onsemi.com/site/pdf/Social\\_Responsibility\\_Statement.pdf](http://www.onsemi.com/site/pdf/Social_Responsibility_Statement.pdf).

**24. 社会责任合规:** 卖方应遵守买方最新的企业社会责任政策([http://www.onsemi.com/site/pdf/Social\\_Responsibility\\_Statement.pdf](http://www.onsemi.com/site/pdf/Social_Responsibility_Statement.pdf))。

**25. Patent and Copyright:** Seller, as partial consideration for this order and without further cost to Buyer, hereby grants and agrees to grant to Buyer (and to the extent requested by Buyer, to the government) an irrevocable, nonexclusive, royalty-free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived and/or actually reduced to practice in connection with the goods or services provided by Seller and the performance of this order. If Buyer requests, and/or performance by Seller (and/or any subcontractor of Seller) requires and/or encompasses the creation of any original work of authorship fixed in any tangible medium of expression (and/or the creation of any derivative work thereof), Seller transfers and assigns to Buyer all rights of ownership under the copyright laws to such original work and/or derivative work. Seller agrees to notify each subcontractor performing any such work hereunder of the content of this provision, and to secure the written agreement thereto of each subcontractor.

**25. 专利与版权:** 卖方,作为本订单的部分对价且无须买方另行付费,特此向买方授予且同意向买方授予(若买方要求,向政府授予)不可撤销、无排他性的和免版权的权利与许可,以使用、出售、制造和促使制造体现在卖方所供货物或服务及履行本订单方面做出构思和/或实际付诸实施的任何及所有发明与发现之产品。如果买方要求和/或卖方(和/或卖方任何分包商)履约要求和/或包含创造任何有形原创作品(和/或创造任何衍生作品),卖方将向买方转移和转让该等原创作品和/或衍生作品在版权法项下全部所有权。卖方同意将本条规定的内容通知给开展任何该等工作的每个分包商,并确保每个分包商签署书面协议。

**26. Limitation of Liability:** IN NO EVENT SHALL BUYER BE LIABLE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S TOTAL LIABILITY FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY UNDER THIS ORDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT MATTER OF THE CLAIM.

**26. 责任限制:** 在任何情况下,买方均无须对特殊、偶然的、直接的或间接损害负责,即使被告告知可能会发生该等损害。买方对于本订单项下直接或间接产生之损害赔偿总额不得超过作为索赔标的的货物或服务的采购价格。

**27. General:** This purchase order and any documents attached to or referred to in this order constitute the entire agreement between the parties and can only be modified in writing signed by authorized representatives of both parties. No part of this order may be assigned or subcontracted without the prior written approval of Buyer. All claims for money due or to become due from Buyer shall be subject to deduction or set off by Buyer for any counterclaim arising out of this or any other transaction with Seller. Buyer's failure to enforce or insist on performance of any of the terms or conditions in this order shall not operate as a waiver of that or any other right. Buyer has the right to audit compliance with the provisions of this order at any time upon reasonable notice to Seller. Press releases, exhibitions and/or advertising of any kind naming Buyer and/or regarding this order shall not be made by Seller without the prior written consent of Buyer. This purchase order shall be governed by the laws of the People's Republic of China.

**27. 一般规定:** 本采购订单及所附或其中所述任何文件构成双方之间的完整协议,任何修订须呈书面形式且经双方授权代表签字后方可生效。未经买方事先书面批准,不得转让或分包本订单的任何部分。买方对于到期应付的任何索赔,可就因与卖方的此项交易或其他交易而产生的任何反索赔,做出扣减或抵销。如果买方未执行或坚持履行本订单中任何条款或条件,不得被视为放弃该等权利或任何其他权利。买方有权提前合理时间通知卖方后随时审核对本订单之规定的遵守情况。未经买方事先书面同意,卖方不得做出任何提及买方和/或与本订单有关的新闻发布、展览和/或广告宣传。本采购订单受中国法律约束。

**28. Business Continuity:** Throughout the duration of this order, Seller will have in place a business continuity management process, and will make it available to Buyer for review within 10 days after Buyer's request. Seller's business continuity management process will include a Business Continuity Plan (“BCP”) which outlines Seller's policies and procedures of preparedness for maintaining service, consistency and recoverability in the event of any direct or indirect disruption of production, performance or service.

**28. 业务连续性:** 在本订单有效期内,卖方将制定业务连续性管理流程,并在买方提出要求后10天内提供给买方审核。卖方的业务连续性管理流程将包括一份业务连续性计划(“BCP”),列明卖方在生产、履行或服务出现任何直接或间接中断时为维护服务的一致性和可恢复性而准备的服务政策与准备程序。

**29. Language and Translation:** This Agreement shall be executed in the English language and Chinese and in the event of any conflict between the two versions, the Chinese version shall prevail.

**29. 语言和翻译:** 本协议以中英文签署,如两个版本有冲突,以中文版本为准。