

<b><u>Purchasing Terms and Conditions</u></b>	<b>采购条款和条件</b>
<b>1. <u>Scope</u></b>	<b>1. <u>适用范围</u></b>
<p>1.1 Supplier acknowledges and agrees that these Purchasing Terms and Conditions (the “Terms and Conditions”) are incorporated in, and made a part of, each purchase order, requisition, work order, shipping instruction, specification or other document, whether expressed in written form, by electronic data interchange or other tangible format provided to Supplier. The Terms and Conditions shall be applicable to all purchases made by TriMas Corporation or any of its subsidiaries and divisions, and any entity controlling, controlled by, or under common control with it (“Buyer”), from the Supplier, whether purchases are for tooling, machines, parts, raw materials, or other various goods or services (the “Supplied Goods”).</p>	<p>1.1 供应商须确认并同意以下采购条款和条件（以下简称“本条款和条件”）应当被纳入每个采购订单、请购单、工单、装运指示、规格或其他文件包含并构成其一部分，无论这些文件是以书面形式、电子数据交换形式还是以其他有形格式提供给供应商的，本条款和条件均应当被适用。本“条款和条件”适用于 TriMas 集团或其任何子公司、各部门和任何控制、受控制或处于 TriMas 集团（“买方”）共同控制的实体向供应商所作的任何采购，无论采购的是工具、设备、零部件、原材料还是其他各种商品或服务（以下简称“所供货品”）。</p>
<p>1.2 A Purchase Order (as defined below) and the Terms and Conditions shall constitute the entire agreement applicable to and binding on Buyer for the Supplied Goods, and expressly excludes any application by the Supplier to substitute its general terms of sale as well as any documents issued now or in the future by the Supplier relating, directly or indirectly, to the Supplied Goods. Any proposal, offer, counter-offer, or other attempt by the Supplier to vary any of the Terms and Conditions shall be rejected, and Supplier agrees that any such additional or inconsistent terms shall have no force and effect. Notwithstanding the foregoing, any stenographic or clerical errors to the Terms and Conditions are subject to correction by Buyer.</p>	<p>1.2 采购订单（定义见下文）和“本条款和条件”构成适用于买方并对买方有约束力的全部协议，并明确排除供应商以目前或者将来公布的、与所供货品有直接或者间接关的一般销售条款或任何其他文件来代替采购订单及本条款和条件。对供应商所作的任何建议、要约、反要约或其他改变任何本条款和条件的尝试均不予接受，供应商同意任何此类附加条款或与本条款和条件不一致的条款均不具备任何效力。尽管有前述规定，任何“条款和条件”的速记误差或笔误可由买方予以更正。</p>

<p><b>2. <u>Price, Invoicing and Conditions of Payment</u></b></p>	<p><b>2. <u>价格、发票和付款条件</u></b></p>
<p>2.1 All prices for Supplied Goods shall be as stated in the purchase order (the "Purchase Order"). Costs and expenses related to any tools or equipment furnished or purchased by Buyer and provided to Supplier may also be specified in a Purchase Order. Supplier shall be solely responsible for all transport and unloading costs, customs charges, taxes and insurance costs, unless otherwise specified on the Purchase Order.</p>	<p>2.1 所有所供货品价格须在采购订单中（以下简称“采购订单”）明示。与由买方提供或采购并提供给供应商的任何工具或设备相关的成本和费用也可以在采购订单中指定。除非采购订单另有规定，所有运输和装卸费用、报关费、税金和保险费用由供应商负责。</p>
<p>2.2 Supplier's invoice shall include all information appearing on the Purchase Order necessary for identification and origin of the Supplied Goods. The invoice shall be sent to the invoicing address written on the face of the Purchase Order.</p>	<p>2.2 供应商的发票应包括出现在采购订单上用于辨识和注明所供货品原产地所需的所有信息。发票应寄送到采购订单上所写的发票地址。</p>
<p>2.3 No payment shall be made by Buyer in advance of receipt of the Supplied Goods. Unless otherwise stated on the Purchase Order, the Supplier's invoice shall be payable, sixty (60) days from the date of invoice. All invoicing and payments shall be made through electronic data interchange.</p>	<p>2.3 在收到所供货品之前，买方无须支付任何款项。除非在采购订单上另有明示，供应商的发票应自开具之日起六十 (60) 天内可支付。所有发票和付款须通过电子数据交换进行。</p>
<p>2.4 Payment for Supplied Goods shall not constitute final acceptance of the Supplied Goods or waive Buyer's right to reject the Supplied Goods. Buyer may reject the Supplied Goods and hold Supplier in default if, at any time, Buyer, or any of its customers, discovers the Supplied Goods to be defective or otherwise not conforming to the requirements of the Purchase Order.</p>	<p>2.4 支付所供货品的货款不构成对所供货品的最终接受，亦不免除买方拒绝接受所供货品的权利。如果买方或其任何客户在任何时间发现所供货品有缺陷或不符合采购订单的要求，买方可拒绝接受所供货品并追究供应商的违约责任。</p>
<p>2.5 In addition to any right of set-off provided by law, all amounts due to Supplier shall be considered net of indebtedness of Supplier and its affiliates/subsidiaries to Buyer, and Buyer shall have the right to set off against or to recoup any amounts due to Supplier and its affiliates or subsidiaries from Buyer's amount payable. Buyer agrees to obtain</p>	<p>2.5 除了由法律规定的任何抵销权外，所有应付给供应商的款项都应被视为买方对供应商及其关联机构/子公司的共同负债，买方有权以买方对卖方或对卖方关联机构/子公司的债权进行抵销或抵偿。如果适用，买方须可以通过获得书面确认的方式从买方的关联机构或子公司处受让相关债务用以进行抵销。</p>

written confirmation for any assignment of indebtedness from Buyer's affiliates or subsidiaries, if applicable.	
2.6 Supplier shall not assign any accounts receivable from Buyer to third parties without the prior written approval of Buyer.	2.6 未经买方事先书面批准，供应商不得向第三方转让其对买方的任何应收账款。
2.7 Supplier warrants that the prices for the Supplied Goods sold to Buyer are no less favorable than those prices Supplier currently extends to any other customer for the same or similar Supplied Goods in similar quantities. If Supplier reduces its prices to third parties during the term of a Purchase Order for the Supplied Goods, Supplier shall correspondingly reduce the prices charged to Buyer. Supplier warrants that the prices on the Purchase Order are complete and that no other charges will be added without Buyer's written consent.	2.7 供应商须保证，其出售给买方的所供货品的价格优惠幅度不低于供应商目前将相似数量的相同或相似所供货品提供给任何其他客户的价格优惠幅度。如果供应商在采购订单期限内降低向第三方所供货品的价格，供应商须相应地减少向买方收取的价格。供应商须保证采购订单制定的价格是完整的，且未经买方书面同意不得增加其他费用。
2.8 Buyer has the right to audit and review all records of Supplier to enable Buyer to verify the accuracy of the amounts charged for the Supplied Goods, assess Supplier's ongoing ability to perform its obligations under a Purchase Order and Terms and Conditions or to verify any claim submitted to Buyer in accordance with these Terms and Conditions. Supplier agrees to maintain all records relating to the Supplied Goods for a period of four (4) years following final payment under any Purchase Order.	2.8 买方有权审计和审查供应商的所有记录，以使买方能验证所供货品所收取金额的准确性，评估供应商根据采购订单、“条款和条件”执行其各项义务的持续能力，或核实按照这些条款和条件向买方提交的任何索赔。根据任何采购订单的规定，供应商须同意在最后付款之后保存与所供货品有关的所有记录，期限为四 (4) 年。
<b>3. <u>Forecasts</u></b>	<b>3. <u>预测</u></b>
3.1 Buyer may provide Supplier with estimates or forecasts of its future anticipated volume or quantity requirements for Supplied Goods. Supplier acknowledges that any estimates or forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of	3.1 买方可向供应商提供对所供货品的未来预期的容量或数量要求的估计或预测。供应商须确认任何估计或预测仅供信息参考，与任何其他前瞻性的预测相似，估计或预测根据的是一系列经济和商业因素、变量和假设，其中的部分或全部可能会随时间而改变。

which may change over time.	
3.2 Buyer makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Supplier, including the accuracy or completeness of the estimates or forecasts.	3.2 对于提供给供应商的任何估计或预测, 包括估计或预测的准确性或完整性, 买方不作任何明示或暗示的陈述、担保、保证或承诺。。
<b>4. <u>Compliance</u></b>	<b>4. <u>合规</u></b>
4.1 Without prejudice to the provisions of Section 4.2, the Supplied Goods shall be manufactured in compliance with the Terms and Conditions.	4.1 在不损害第 4.2 节的规定的前提下, 所供货品的生产须符合“条款和条件”的规定。
4.2 Supplier warrants that the Supplied Goods shall be manufactured, sold and shipped in compliance with any and all applicable state and local laws, regulations and standards in force in the People's Republic of China (the "PRC", and for the purpose of the Terms and Conditions, excluding Hong Kong, Macau and Taiwan) and in the country of sale, including those that relate to the quotations, pricing, manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Supplied Goods, including those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request from Buyer, Supplier shall certify, at its own cost, in writing its compliance with this Section 4.2.	4.2 供应商须保证所供货品的生产、销售和运输须符合在中华人民共和国 (“中国”, 并为本条款和条件之目的, 不包含香港、澳门和台湾地区) 以及在销售国生效的任何和所有适用的国家和地方法律、法规和标准, 包括那些涉及到所供货品的报价、定价、制造、标签、运输、进口、出口、许可、审批、执行和/或认证, 包括有关环境事宜、工资、工时和就业条件、分包商选择、歧视、职业健康/安全和机动车安全的事宜。根据买方要求, 供应商须自费以书面形式证明其遵守本 4.2 节的规定。
4.3 At the request of Buyer, Supplier shall provide an appropriate certificate stating the country of manufacture of the Supplied Goods.	4.3 根据买方要求, 供应商须提供相应的证书, 说明所供货品的制造地。
4.4 Supplier shall comply with all quality requirements as specified by Buyer, including, but not limited to, QS 9001, 14001 and ISO/TS 16949.	4.4 供应商须遵守买方指定的所有质量要求, 包括但不限于 QS9001、14001 和 ISO/TS 16949 标准。

<p>4.5 Supplier shall participate in productivity initiatives in order to improve quality of the Supplied Goods, increase customer satisfaction or reduce costs of the Supplied Goods.</p>	<p>4.5 供应商须主动采取到提高生产能率行动, 以改善供货的质量, 提升客户满意度或降低所供货品的成本。</p>
<p><b>5. <u>Technical Information</u></b></p>	<p><b>5. <u>技术信息</u></b></p>
<p>5.1 Supplier shall create, maintain, update and provide to Buyer, all technical information relating to the Supplied Goods, including information subject to industrial or intellectual property rights and information that may relate to tooling, machines or equipment, software, works of authorship, computer programs and databases (including object code, micro code, source code and data structures) and all enhancements, modifications and updates to such information (the "Technical Information"). The Technical Information shall not be subject to any use or disclosure restriction.</p>	<p>5.1 供应商须建立、维护、更新并向买方提供所有涉及所供货品的信息技术, 包括受工业或知识产权限制的信息, 可能涉及到模具、机器或设备、软件、作品、计算机程序和数据库(包括对象的代码、微代码、源代码和数据结构)的信息, 以及对此类信息(以下简称“技术信息”)的所有增强、修改和更新。技术信息须不受任何使用或披露的限制。</p>
<p>5.2 Buyer shall own all right, title and interest in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property developed by Supplier for the performance of the Terms and Conditions (the "Intellectual Property"). Supplier shall assist Buyer in perfecting its right, title and interest and shall execute and deliver all documents reasonably requested by Buyer in order to perfect, register or enforce the same. Buyer shall reimburse any associated costs incurred by Supplier in providing such assistance.</p>	<p>5.2 买方应拥有由供应商为执行“本条款和条件”(“知识产权”)而发展的任何想法、发明、概念、发现、作品、专利、著作权、商标、商业秘密、技术诀窍或其他知识产权的所有权利、所有权和利益。供应商须协助买方完善其权利、所有权和利益, 执行并交付买方合理要求的所有文件以完善、登记或执行相同的权利、所有权和利益。买方须补偿供应商在提供此类协助过程中产生的任何相关成本。</p>
<p>5.3 Except for the Intellectual Property, Supplier grants to Buyer and Buyer accepts a non-exclusive, world-wide, royalty free license to use, reproduce, publish, adapt and exploit all other Technical Information to the extent necessary to enable Buyer to enjoy the full benefits of the Supplied Goods or manufacture the Supplied Goods. At</p>	<p>5.3 除知识产权外, 供应商须向买方授予、且买方接受, 非排他性的、全球范围的、免版税的许可证来使用、复制、出版、适应和利用其他所有技术信息, 以使买方就所供货品充分获益或全面具备生产所供货品的能力。根据买方要求, 或供应商有违约行为, 供应商须向买方移交供应商要求用于制造所供货品的工具和设备的所有权, 不论这</p>

<p>Buyer's request or upon Supplier's breach, Supplier shall transfer to Buyer ownership of the tooling and equipment required by Supplier to manufacture the Supplied Goods, whether or not such tooling and equipment has been paid for by Buyer. At Buyer's sole discretion, Buyer may reimburse Supplier for the fair market value of the tooling and equipment.</p>	<p>类工具和设备是否已经由买方支付款项。依据买方的自主决定, 买方可对供应商工具和设备以公允市价进行补偿。</p>
<p>5.4 Supplier agrees not to assert any claim (other than patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any Technical Information that Supplier discloses under the Terms and Conditions, unless the assertion against Buyer's customer or suppliers is at the written request of Buyer.</p>	<p>5.4 对于供应商根据“条款和条件”披露的任何技术信息, 供应商须同意不对买方、买方的客户或他们各自的供应商提出任何索赔(专利侵权除外), 除非对买方的客户或其供应商提出的索赔是由买方书面请求作出。</p>
<p>5.5 If a third party asserts claims of actual or alleged infringement of any Technical Information relating to the Supplied Goods, Supplier, at no expense to Buyer, shall obtain for Buyer and its customers, the right to manufacture, use and sell the Supplied Goods or shall substitute an equivalent item acceptable to Buyer, and shall reimburse and indemnify Buyer and/or the customers of Buyer for any costs incurred and any loss suffered related to this Section 5.5.</p>	<p>5.5 如果第三方对涉及所供货品的任何信息技术提出实际的或声称的侵权索赔, 在不向买方收取任何费用的前提下, 供应商须为买方及其客户取得制造、使用和出售所供货品的权利, 或以买方可接受的其他物品进行替代, 并且供应商应当补偿和赔偿买方和/或其客户发生的与本 5.5 节相关的任何费用和损失。</p>
<p>5.6 Any technical information provided to Supplier by Buyer will remain the exclusive property of Buyer and Buyer expressly reserves all rights of such technical information. Supplier may only use any technical information owned, developed or provided by Buyer with the prior written permission of Buyer and in the course of and in connection with the carrying out of its obligations under the Terms and Conditions or as otherwise agreed in writing by the parties.</p>	<p>5.6 由买方向供应商提供的任何技术信息仍将是买方的专有财产, 买方明确保留此类技术信息的所有权利。供应商只可在事先须获得买方的书面许可下, 且在实施“本条款和条件”或双方另行书面协议项下的各项义务的过程中, 或在涉及施行各项义务的情况下, 使用由买方拥有、开发或提供的任何技术信息。</p>

6. <b><u>Packaging and Transport</u></b>	6. <b><u>包装和运输</u></b>
6.1 Unless otherwise provided in a Purchase Order, the Supplied Goods must be packed and packaged to ensure their safe delivery in accordance with the Terms and Conditions, industry standards and where incorporated, Buyer's packaging specifications.	6.1 除非在采购订单中另有规定, 所供货品必须进行打包与包装, 以保证所供货品按照“条款和条件”、行业标准和包括在内的买方包装规格进行安全交付。
6.2 Buyer may, at any time, change packaging or transport requirements. Supplier shall be responsible for any damage to the Supplied Goods arising from packaging or transport. If requested by Buyer, Supplier shall promptly furnish to Buyer (a) a list of all ingredients in the Supplied Goods and corresponding amounts of ingredients, and (b) information concerning any changes in or additions to such ingredients.	6.2 买方可在任何时间变更包装或运输要求。供应商须对所供货品在包装或运输过程中发生的任何损害负责。如果买方提出要求, 供应商须及时向买方提供: (a) 一份所供货品的所有成分的列表和相应成分的数量; 和 (b) 有关对这些成分的任何修改或增加的信息。
6.3 Supplier shall provide all Material Safety Data Sheets and "hazardous substance" warnings related to all shipments or other transportations of Supplied Goods that constitute hazardous materials, together with special handling instructions advising Buyer and third parties, including transportation carriers, as to the degree of care and precaution that will prevent bodily injury or property damage in handling, transporting, processing, using, recycling or disposing of the Supplied Goods.	6.3 与建议买方和第三方(包括运输公司)的特殊处理说明一起, 供应商须提供涉及所供货品的所有船运或其他形式的运输、构成有害材料的所有材料安全数据表和“有害物质”警告, 为照顾和预防的情况, 以防止在处理、运输、加工、使用、回收或处置所供货品的过程中造成人身伤害或财产损失。
6.4 The Supplied Goods, as packaged, shall be labeled as required under state and local regulations of the PRC, regulations from the country of sale, and shall include any storage requirements, Buyer's Purchase Order number, description of the Supplied Goods, and quantity and the gross or net weight of Supplied Goods. Supplier shall include a set of transportation documents consisting of delivery and identification information for the Supplied Goods, including a clear description of the origin of the Supplied Goods.	6.4 所供货品在包装过程中, 须按中国的国家和地方法规、销售国的法规的要求作标记, 且须包括任何存储要求、买方的采购订单数量、所供货品的描述以及所供货品的数量、毛重或净重。供应商须提供一套组成所供货品交付和识别信息的运输文件, 包括对所供货品原产地的清晰描述。

<p><b>7. <u>Ownership of the Supplied Goods</u></b></p>	<p><b>7. 所供货品的所有权</b></p>
<p>7.1 Notwithstanding Article 9, all right, title and interest in and to the Supplied Goods shall be transferred to Buyer immediately upon its identification in the Purchase Order as accepted by Supplier according to Article 11. Supplier shall not impose or permit to be imposed any lien, encumbrance or security interest or similar reservation of title on the Supplied Goods.</p>	<p>7.1 尽管有第 9 条的规定，所供货品的所有权利、所有权和利益须自供应商根据第 11 条接受的采购订单上规定的交付起移交给买方。供应商不得在所供货品上设立或允许设立任何留置权、权利负担、担保权益或类似所有权保留。</p>
<p>7.2 If Buyer purchases or finances all or part of the raw materials or semi-finished products for incorporation into the Supplied Goods, the raw materials and semi-finished products shall become the property of Buyer immediately upon payment. Supplier, as bailee, shall identify the raw materials and semi-finished products by plainly marking them as Buyer owned property.</p>	<p>7.2 如果买方购买纳入所供货品的全部或部分原料或半成品或为之出资，该等原料和半成品在买方付款之后立即成为买方的财产。作为受托人，供应商须通过将原料和半成品明显标志为买方的所有财产来识别原料和半成品。</p>
<p>7.3 All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, ancillary products, materials and other items (collectively "Tools") purchased by or furnished by Buyer, in whole or in part, or by third parties on Buyer's behalf, to Supplier under the Terms and Conditions, or for which Supplier has been reimbursed by Buyer, shall remain the property of Buyer and shall not be pledged to any third party. Supplier shall provide Buyer with drawings, technical specifications, FMEA's and control plans for the Tools. Supplier shall bear the risk of loss and damage to the Tools. Supplier shall indemnify Buyer for any loss or damage to the Tools purchased by or furnished by Buyer. The Tools purchased by or furnished by Buyer shall at all time (a) be properly stored, operated and maintained by Supplier, (b) not be used by Supplier for any purpose other than the performance of the Terms and Conditions, (c) be deemed to be</p>	<p>7.3 所有由买方采购或提供的物资、材料、工具、夹具、模具、量具、卡具、模具、图案、设备、配套产品以及其他物品（以下统称“工具”），不管是全部或部分，或由第三方代表买方根据“条款和条件”向供应商提供，或供应商已经得到买方的补偿，仍为买方的财产，不得质押给任何第三方。供应商应向买方提供图纸、技术规范、失效模式与影响分析 (FMEA) 和工具的控制计划。供应商应承担工具损失和损坏的风险。供应商应赔偿买方之前购买或提供工具的任何损失或损害。买方购买或提供的工具须一直：(a) 由供应商妥善储存、操作和维护；(b) 供应商不得用于履行“条款和条件”之外的任何目的；(c) 被视为买方的个人财产而非所供货品的附属部分；(d) 以相关号码标记，以明显显示其为买方财产；(e) 不得与供应商或第三方的其他财产混合；且 (f) 未经买方事先书面许可，不得从供应商的处所移除。</p>

<p>personal property of Buyer, not a fixture, (d) be conspicuously identified as property of Buyer with relevant part numbers, (e) not be commingled with other property of Supplier or with that of a third party and (f) not be moved from Supplier's premises without Buyer's prior written approval.</p>	
<p>7.4 Supplier shall insure the Tools for damage or loss (including theft) in an amount not less than replacement value, shall maintain general liability insurance regarding operation of the Tools in amounts and coverage reasonable in the circumstances and acceptable to Buyer, and Buyer shall be the sole insured and beneficiary under the insurance policy. Supplier shall not cancel or assign the insurance policy or change the amount, coverage, period or other conditions of the insurance policy without prior written consent of Buyer.</p>	<p>7.4 供应商须为工具的损坏和损失（包括失窃）投保，其金额不得低于更换的价值，须对工具的良好运营投保一般责任保险，其保险金额和保险范围在设置中须是合理的、买方可接受的，买方须是保单的唯一被保险人和受益人。未经买方事先书面同意，供应商不得取消或转让保单，或更改保单的金额、保险范围、期限或其他条件。</p>
<p>7.5 Upon the request of Buyer, the Tools purchased by or furnished by Buyer shall be delivered to Buyer by Supplier, either (a) at Supplier's plant, properly packed and marked in accordance with the Terms and Conditions and requirements of the carrier selected by Buyer, or (b) to any location designated by Buyer, provided that Buyer shall pay Supplier the reasonable cost of delivering the Tools to the location. Buyer has the right to enter Supplier's premises at all reasonable times to inspect the Tools and Supplier's records with respect to the Tools.</p>	<p>7.5 根据买方要求，由买方购买或提供的工具须由供应商以下列任意一种方式交付给买方：(a) 在供应商的工厂，按照“条款和条件”和买方选定的运输公司的要求进行妥善包装标志；或 (b) 送至任何买方指定的地点，前提是买方向供应商支付将工具交付至该地点的合理费用。买方有权在任何合理的时间进入供应商的处所，检查工具和供应商有关工具方面的记录。</p>
<p>7.6 Buyer does not guarantee the accuracy of any Tools or the availability or suitability of any Tools furnished by Buyer to Supplier, including any warranty, either express or implied, as to fitness, condition, merchantability, design or operation or fitness for a particular purpose. Supplier agrees to check carefully and approve all Tools supplied by Buyer prior to use. Supplier shall assume all risk, loss, damages, injuries or expenses arising,</p>	<p>7.6 买方无须保证任何由买方向供应商提供的工具的准确性、有效性或适用性，包括对适合性、条件、适销性、设计、操作或某个特定目的的适合性的任何明示或暗示的担保。供应商同意在使用前，仔细检查和核查买方提供的所有工具。供应商须承担因使用、保养、维修工具而直接或间接产生的所有风险、损失、损害、受伤或费用，包括服务或业务损失、利润或任何其他间接、特殊的或间接的损失和/或人身伤害或死亡。</p>

<p>either directly or indirectly, from the use, maintenance, repair of the Tools, including any interruption of service or loss of business, profits or any other indirect, special or consequential damage and/or personal injury or death.</p>	
<p>7.7 In any dispute involving ownership of Tools, there is a rebuttable presumption that Buyer is the sole owner of the Tools, and if Supplier is proved to be the owner of the Tools, Supplier grants Buyer a security interest in the Tools in the form of a mortgage to secure Supplier's obligations under the Terms and Conditions. For the latter circumstance, Supplier authorizes Buyer, at Buyer's sole option, to complete relevant creation and perfection procedures, including registration of the mortgage with the local Administration for Industry and Commerce, to evidence Buyer's interest in the Tools.</p>	<p>7.7 对于涉及工具所有权的任何争端，存在一种可反驳的推定，即买方是工具的唯一所有者，且如果供应商被证明是工具的所有者，则供应商须以抵押的形式向买方授予工具的担保权益，以保证供应商根据“条款和条件”履行各项义务。对于后者的情况，供应商授权买方根据买方的唯一选择来完成相关的创建和完善程序，包括与当地工商行政管理局的抵押登记，以证明买方对该工具的权益</p>
<p>7.8 Supplier grants Buyer an exclusive, irrevocable option to purchase any Tools owned by Supplier and used in the manufacture of the Supplied Goods at a price agreed upon in writing by the parties, but in no event greater than the replacement cost of the Tools less depreciation. Buyer may exercise this option at any time, provided that Supplier does not utilize the Tools owned by Supplier for staple goods for third parties. Supplier shall obtain any applicable waiver, release or approval from financing sources so that Buyer may exercise its rights under this Section 7.8.</p>	<p>7.8 供应商授予买方独家的、不可撤销的选择权来购买供应商拥有的且由双方书面商定的价格用于制造所供货品的工具，但该价格在任何情况下不得高于工具扣除折旧的更换成本。买方可在任何时间行使此选择权，只要供应商未将其所拥有的该工具用于第三方大宗商品。供应商须从资金来源取得任何适用的豁免、允许或批准，以使买方可以行使其根据本第 7.8 节规定的权利。</p>
<p><b>8. <u>Delivery</u></b></p>	<p><b>8. <u>交货</u></b></p>
<p>8.1 Unless otherwise specified by Buyer, Supplier shall, at its cost, deliver the Supplied Goods to the location of Buyer or any place indicated on the Purchase Order. Buyer shall have the right, by written notice, to suspend work or make changes from time to time in the Supplied Goods to be provided by Supplier</p>	<p>8.1 除非买方另有指定，供应商须自费将所供货品交付至买方的地点或在采购订单上标明的任何地方。买方有权以书面通知的形式不时对供应商根据采购订单所作的所供货品暂停工作或作出变更，或者对根据采购订单所作的交付采取类似措施。</p>

<p>under a Purchase Order, or the delivery thereof.</p>	
<p>8.2 Supplier shall take all measures necessary to meet the delivery date for the Supplied Goods and comply with the Terms and Conditions. Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in the Purchase Order.</p>	<p>8.2 供应商应采取一切必要措施来满足供货的交付日期要求，且须遵守“条款和条件”。交付须按照买方在采购订单指定的数量、日期和时间进行。</p>
<p>8.3 Supplier shall not fabricate, assemble or ship any Supplied Goods, or procure materials or Tools, except to the extent authorized by the Purchase Order. Buyer shall have the right to choose to reject any Supplied Goods, materials, Tools and related costs that are not authorized pursuant to the Buyer Purchase Order by a timely notice to Supplier without making any payment or to accept and pay for such Supplied Goods, materials, Tools according to prices stated in relevant Purchase Order.</p>	<p>8.3 供应商不得制造、组装或运输任何供货，或购买材料或工具，但采购订单授权的情况除外。买方在及时通知供应商的前提下，有权选择拒绝接受任何未按照买方采购订单授权所作的所供货品、材料、工具和相关费用，无须根据在相关采购订单中注明的价格支付任何款项或接受此类所供货品、材料和工具并为之付款。</p>
<p>8.4 Supplier agrees that time is of the essence. Supplier further agrees that if Supplier fails to deliver conforming Supplied Goods pursuant to the schedules set forth in the Purchase Order, Buyer may obtain substitute or replacement Supplied Goods with a notice to Supplier, and thereafter reject any late Supplied Goods tendered by Supplier, even if conforming, and/or elect to terminate the Purchase Order by written notice to Supplier. Supplier shall be responsible for all general, consequential, and incidental damages incurred by Buyer as a result of Supplier's failure to meet delivery schedules with conforming goods, including but not limited to, the cost of any line shutdown, the cost of obtaining Supplied Goods from an alternate source and expedited or premium freight or transportation costs. In addition to the above remedies, Buyer may apply late delivery penalties of 10% of the invoice amount against any invoice, for all</p>	<p>8.4 供应商须认同时间至关重要。供应商还须同意，如果供应商未能根据采购订单中规定的时间表交付合格的所供货品，买方可以在通知供应商后取得替代或更换的所供货品，并在其后拒绝任何由供应商提供的延迟所供货品，即便所供货品合格，买方且/或可选择以书面通知供应商的形式终止采购订单。供应商须承担因供应商未能满足交付时间表交付合格货物而由买方发生的全部一般、附带损坏或间接损坏，包括但不限于任何生产线关闭成本、从替代来源获取所供货品的成本、加速或溢价运费，以及运输费用。除上述补救措施外，买方可对所供货品延迟交付给买方的所有采购订单适用延迟交付罚款，金额为任何发票票面金额的10%。买方获取替代或更换产品的行动不构成补救措施的选择，亦不会以任何方式限制买方根据供应商违反采购订单规定的权利和补救措施。</p>

<p>Purchase Orders for which the Supplied Goods were delivered late to Buyer. Buyer's actions in obtaining substitute or replacement products shall not constitute an election of remedies, nor shall it in any way limit the rights and remedies of Buyer under the Purchase Order for breach by Supplier.</p>	
<p><b>9. <u>Risk of Loss</u></b></p>	<p><b>9. <u>损失风险</u></b></p>
<p>9.1 Risk of loss with respect to the Supplied Goods shall remain with the Supplier until the Supplied goods have been delivered to Buyer, or an agent or consignee duly designated by Buyer, at the location indicated on the Purchase Order and in the quantity and quality as required under the Terms and Conditions.</p>	<p>9.1 在所供货品已在采购订单明示的地点、按照“条款和条件”要求的数量和质量交付给买方、买方正式指定的代理人或收货人之前，所供货品损失风险皆由供应商承担。</p>
<p><b>10. <u>Changes</u></b></p>	<p><b>10. <u>变更</u></b></p>
<p>10.1 Buyer shall have the right, by written notice, to suspend work or make changes from time to time in the Supplied Goods to be provided by Supplier under a Purchase Order, or the delivery thereof. Unless subject to Section 13, if any such change causes an increase or decrease in the cost of or time required for performance of a Purchase Order by Supplier, an equitable adjustment shall be negotiated promptly and in good faith by the parties, and the Purchase Order shall be modified in writing accordingly. Supplier must submit in writing any claim for adjustment to Buyer within thirty (30) days from the date that notification of the change is received by Supplier. Upon approval of the claim by Buyer, any excess or obsolete Tools or Supplied Goods set forth in the claim shall become the property of Buyer, to dispose or utilize as Buyer deems necessary. Notwithstanding the foregoing, Supplier shall be required to continue to perform under the revised Purchase Order.</p>	<p>10.1 买方有权以书面通知的形式不时对供应商根据采购订单所作的所供货品暂停工作或作出变更，或者对根据采购订单所作的交付采取类似措施。除非在第 13 条的规定下，如果这样的变更导致由供应商根据采购订单履行所需的成本或时间的增加或减少，双方应及时、真诚地协商进行公平的调整，采购订单应相应作出书面修改。供应商必须在收到变更通知之日起的三十 (30) 天之内以书面形式向买方提交任何调整主张。买方同意主张之后，在主张中规定的任何多余的或过时的工具应成为买方的财产，由买方进行认为必要的处置或利用。尽管有前述规定，供应商应被要求根据修订后的采购订单继续履行义务。</p>

<b>11. <u>Acceptance of Supplied Goods</u></b>	<b>11. <u>所供货品的验收</u></b>
<p>11.1 The Purchase Order shall be deemed to have been accepted by Supplier and constitute a binding contract upon the earlier of Supplier's (a) written acknowledgment, (b) commencement of work on the Supplied Goods or (c) shipment or other transportation of the Supplied Goods. Buyer may revoke its offer or terminate a Purchase Order without liability to Supplier at any time before Buyer receives actual notice of Supplier's acceptance. The Purchase Order shall be deemed as acceptance to a prior offer by Supplier if Buyer's Purchase Order has not materially changed the terms and conditions of the prior offer.</p>	<p>11.1 采购订单应视为已被供应商接受，在供应商采取以下较早发生的行动之后构成有约束力的合同：(a) 书面确认；(b) 所供货品工作的开始；或 (c) 所供货品的船运或其他方式的运输。在买方收到供应商的订单确认之前的任何时间，买方可以撤销其要约或终止采购订单而无需向供应商负责。如果买方的采购订单未实质变更先前要约的条款及条件，采购订单应被视为供应商对先前要约的接受。</p>
<p>11.2 Buyer and its customers shall have the right to enter Supplier's premises at reasonable times to verify that the Supplied Goods conform to the Purchase Order prior to acceptance. Supplier agrees to provide all supporting documentation requested by Buyer in the course of the investigation. Final acceptance of the Supplied Goods by Buyer shall not be conclusive with respect to latent defects or misrepresentations.</p>	<p>11.2 买方及其客户有权在合理的时间进入供应商的处所，以在接受前验证所供货品是否符合采购订单的要求。在调查过程中，供应商须同意提供买方要求的所有证明文件。对于潜在的缺陷或虚假陈述，由买方进行的所供货品最终验收并非是结论性的。</p>
<p>11.3 Buyer reserves the right to reject or revoke acceptance of nonconforming Supplied Goods, which includes but is not limited to defects or defaults revealed by inspection, analysis or subsequent manufacturing operations, even though such items previously may have been accepted, non-compliance with the Purchase Order or non-compliance with the date and hours of delivery at any time.</p>	<p>11.3 买方保留在任何时间拒绝或撤销接受不合格所供货品的权利，包括但不限于在检查、分析或后续的生产操作中发现的缺陷或损坏，即便这些货物此前可能已经通过验收，也包括不符合采购订单或不遵守交付日期和时间的所供货品。</p>

<p>11.4 In addition to Article 11.3 and any other remedies Buyer may have, at its option, Buyer may (a) correct or have corrected the non-conforming Supplied Goods at Supplier's expense, (b) reject and return the Supplied Goods at Supplier's own risk and expense or (c) instruct Supplier to retrieve the non-conforming Supplied Goods at its expense within eight (8) days of notification of rejection or revocation of acceptance. Buyer shall be permitted to dispose of the Supplied Goods upon Supplier's failure to retrieve the non-conforming Supplied Goods. If defects or deficiencies in the Tools provided by Supplier are discovered by Buyer prior to a successful runoff and final acceptance, Buyer shall be entitled to, among other remedies, a return of all sums paid to date under the Terms and Conditions.</p>	<p>11.4 除第 11.3 条规定的和买方可能有的任何其他补救措施外, 根据自己选择, 买方可以: (a) 在供应商出资的情况下纠正或已纠正不合格的所供货品; (b) 拒收所供货品并在供应商承担风险和费用的情况下退还所供货品; 或 (c) 责成供应商在收到拒收或撤销验收通知的八 (8) 天内自费召回不合格的所供货品。如供应商未能召回不合格的所供货品, 应允许买方对所供货品进行处置。如果买方在成功的使用和最终接受之前发现由供应商提供的工具存在缺陷或不足, 在其他补救措施之中, 买方应有权收回迄今为止根据“条款和条件”支付的所有款项。</p>
<p>11.5 Supplier shall be responsible for the design and manufacture of the Supplied Goods to the extent designated by Buyer in the Purchase Order or as otherwise agreed to in writing by the parties, regardless of any assistance provided by Buyer or approval by Buyer.</p>	<p>11.5 供应商须根据买方在采购订单中指定或双方另行书面协定, 负责所供货品的设计和生 产, 无论买方是否提供过任何协助或批准。</p>

12. <u>Express Warranty</u>	12. <u>明示担保</u>
<p>12.1 Supplier expressly warrants for the Warranty Period (as defined in this Article 12) that (a) the Supplied Goods shall strictly conform to the Purchase Order, including instructions, advertisements, statements on containers or labels, descriptions and samples, then current release/revision levels of specifications and drawings, (b) the Supplied Goods shall be free from defects in workmanship and material and shall be new and of the highest quality, (c) Buyer shall receive title to the Supplied Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, (d) the Supplied Goods shall be merchantable, safe and fit for any purpose intended by Buyer or Buyer's customer, including the specified performance in the component, system, subsystem and environment in which the Supplied Goods is or reasonably may be expected to perform and (e) Supplier's performance shall be in strict accordance with the Terms and Conditions.</p>	<p>12.1 供应商须在担保期（定义见第 12 条）内明确担保：(a) 所供货品须严格遵守采购订单，包括说明书、广告、容器或标签上的陈述、说明和样品，以及最新版本/修订水平的规格和图纸；(b) 所供货品不存在工艺和材料上的缺陷，是全新的且具备最高的质量；(c) 买方接收的须是所供货品自由清晰的所有权，所供货品应未被置留和抵押，不存在任何实际或声称的专利、版权或商标侵权；(d) 供货须是适销而安全的，且适合买方或买方客户任何拟定的目的，包括所供货品会或按理可能预计会在其中执行的组件、系统、子系统和环境的指定的性能；(e) 供应商的执行须严格遵守本“条款和条件”。</p>
<p>12.2 The warranties in this Article 12 shall be in addition to all other warranties afforded to Buyer by operation of law or by industry standards, except that no course of dealing or usage of trade shall be applicable unless expressly incorporated into the Terms and Conditions by a writing signed by the parties.</p>	<p>12.2 第 12 条规定的担保应是对所有其他通过法律的运作或行业标准给予买方的担保的补充，任何交易习惯和贸易惯例均不适用的情况除外，除非双方以签名的书面形式明确将之纳入“条款和条件”。</p>
<p>12.3 These warranties shall survive the expiration or termination of the Terms and Conditions and shall apply to Buyer, its successors, assigns, customers and the end-users of Buyer's Supplied Goods. These warranties may not be limited or disclaimed by Supplier.</p>	<p>12.3 这些担保将在“条款和条件”期满之后或终止之后继续存在，适用于买方、买方的继承人、受让人、客户和买方所供货品的最终用户。这些担保不受供应商限制或否认。</p>

<p>12.4 Buyer's approval of Supplier's design, material, process, drawing, specifications or the like for the Supplied Goods shall not be construed to relieve Supplier of strict compliance with the warranties in this Article 12. For purposes of the Terms and Conditions, "Warranty Period" shall be the longer of the following time periods (a) forty-eight (48) months from the date of first use of the Supplied Goods by Buyer or acceptance by Buyer, whichever occurs later, (b) if the Supplied Goods are incorporated, in whole or in part, into products sold by Buyer to third parties, the latter of the following dates (i) eighteen (18) months after acceptance by such third parties, (ii) the time period of warranty that such third parties give to their customers, or (iii) the date on which any longer or broader the state or local law of the PRC, regulations may require, including those regulations of countries in which the Supplied Goods is installed, used or sold.</p>	<p>12.4 买方批准供应商为所供货品所作的设计、材料、工艺、图纸和规格等不得被解释为减轻供应商严格遵守 12 条规定的担保的义务。出于“条款和条件”目的，“担保期”应长于以下时期：(a) 买方首次使用所供货品或买方接受（先后不论）之日起的四十八 (48) 个月；(b) 如果所供货品的全部或部分纳入到买方出售给第三方的产品之中，后者以以下日期为准：(i) 此类第三方验收之日起的十八 (18) 个月；(ii) 此类第三方向其客户提供的担保时期；或 (iii) 中国的国家或地方法律、法规，包括所供货品所安装、使用或销售的所在国家和地区的法规可能要求的任何更长或更广泛的日期。</p>
<p>12.5 Notwithstanding the expiration of the Warranty Period, if Buyer, its customers or the manufacturer of the vehicles (or other finished product) on which the Supplied Goods, or any parts, components or systems incorporating the Supplied Goods, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a "recall"), Supplier shall nonetheless be liable for costs and damages associated with the recall to the extent that the costs and damages are based upon a reasonable determination that the Supplied Goods fails to conform to the Terms and Conditions.</p>	<p>12.5 尽管担保期到期，所供货品或包括在所供货品内的任何零件、部件或系统被安装在车辆之上，如果买方及其客户或车辆（或其他成品）的生产商自愿或合乎政府的授权向这些车辆的车主发出要约，以提供补救行动来解决涉及到机动车安全或车辆未能遵守任何适用法律、安全标准或准则（“召回”）的缺陷，则供应商须承担与召回相关的成本和损失，成本和损失的情况基于所供货品未能符合“条款和条件”的合理确定。</p>

<b>13. <u>Product Support</u></b>	<b>13. 产品支持</b>
<p>13.1 Supplier warrants that the Supplied Goods, including the sub-assemblies and spare parts, shall be made available by Supplier to Buyer and its customers for ten (10) years after the date of final shipment or other final transportation of the Supplied Goods under the Terms and Conditions. During this period, Supplier shall continue to provide technical support and service at the same level as presently provided.</p>	<p>13.1 根据“条款和条件”的规定，供应商须担保在所供货品的最后船运或其他最后运输之日起的十年 (10) 内，供应商仍然能向买方及其客户提供包括组装件和零配件在内的所供货品。在此期间，供应商应继续提供与当前提供的相同水准的技术支持和服务。</p>
<b>14. <u>Indemnification and Insurance</u></b>	<b>14. 赔偿和保险</b>
<p>14.1 To the fullest extent permitted by law, Supplier shall indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, legal actions, claims, investigations, or any threat of same, and all other obligations and proceedings, including without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any cost incurred in connection therewith (including but not limited to fees and expenses of lawyers and other professionals incurred in investigating or defending the same and any cost of a product recall) ("Liabilities") arising out of a breach of the Purchase Order or the Terms and Conditions. However, Supplier's obligation to indemnify Buyer shall not apply to any Liabilities arising from Buyer's sole negligence.</p>	<p>14.1 在法律许可的最大范围内，供应商须赔偿、防护买方及其附属公司、董事、高级职员、雇员、代理人和客户（“接受赔偿者”）免受任何损失、负债、成本、费用、诉讼、法律诉讼、索赔、调查、或任何相同的威胁，以及其他所有义务和诉讼，包括但不限于对接受赔偿者作出的所有判决、所有罚款和处罚，以及与违反采购订单、“条款和条件”而产生的任何费用（包括但不限于在调查或辩护同一事件所产生的律师和其他专业人士的费用和开支，以及任何召回产品的成本）（“负债”）。但是，供应商赔偿买方的义务不适用于纯粹因买方的疏忽而产生的任何责任。</p>
<p>14.2 Supplier shall maintain insurance coverage in amounts not less than the following: (a) Comprehensive General Liability (including Completed Operations and Blanket Contractual Liability) – \$1,000,000 combined bodily injury and property damage per occurrence and, (b) Commercial Umbrella limits in the amount of \$5,000,000 per occurrence and</p>	<p>14.2 供应商应保持不低于以下数额标准的保险范围：(a) 综合责任险（包括完工责任险和合同责任险）— 每次 1,000,000 美元的联合人身伤害和财产损失金额；以及 (b) 商业保护伞保险 — 金额每次限 5,000,000 美元，年度总额限 10,000,000 美元。供应商须提供保单的核证副本，注明以上供应商持有的保险的保险金额、保单号码和到期日</p>

<p>\$10,000,000 annual aggregate. Supplier shall furnish certified copies of insurance policies setting forth the amounts of coverage, policy numbers and dates of expiration for the above insurance maintained by Supplier. Buyer shall be named as an additional insured on such insurance policies. Such insurance policies shall provide that Supplier shall not cancel or assign the insurance policy or change the amount, coverage, period or other conditions of the insurance without prior written consent of Buyer. Supplier's insurance carrier shall have a good reputation and be accepted by Buyer. Supplier's insurance shall be primary and must offer a blanket waiver of subrogation endorsement.</p>	<p>期。买方须被列为此类保单的附加被保险人。此类保单须规定，未经买方事先书面同意，供应商不得取消或转让保单，或变更金额、保险范围、期限或保险的其他条件。供应商选择的保险公司须具备良好的信誉且被买方接受。供应商的保险须是首要的，必须提供代位求偿权的全面豁免。</p>
<p>14.3 Supplier's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Supplier of its obligations or liabilities under the Terms and Conditions. In the event of Supplier's breach of this Article 14, Buyer may (but not obligated to): 1) take any action as it considers necessary, to maintain the full force and effect of and to update the insurance, and any expenses incurred in connection therewith shall be indemnified by Supplier; 2) cancel the undelivered portion of any Supplied Goods covered by a Purchase Order and shall not be required to make further payments except for conforming Supplied Goods delivered or services rendered prior to cancellation.</p>	<p>14.3 供应商购买保险和提供的保险凭证不得解除其根据“条款和条件”规定的义务或责任。如果供应商违反第 14 条规定，买方可以（但无义务）：1）采取任何认为必要的行动，以维持保险的十足效用，并更新保险，且随后因此而产生的任何费用概由供应商赔偿；2）取消采购订单涵盖的任何所供货品的未交付部分，且除取消之前已然交付的合格所供货品或提供的服务之外，不得被要求进一步支付款项。</p>

<p><b>15. Confidentiality</b></p>	<p><b>15. 保密</b></p>
<p>15.1 All information provided to Supplier by Buyer under the Terms and Conditions shall remain Buyer's property and be considered confidential by Supplier. Supplier shall take all necessary measures to ensure that neither Supplier nor its employees, agents, suppliers or authorized subcontractors, communicate such confidential information to any third party without Buyer's prior written consent and that the information is used only for the purpose submitted. Without obtaining the prior written consent of Buyer, Supplier shall not advertise or publish the fact that Supplier has contracted to furnish Buyer Supplied Goods, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials. If Supplier is required by legal process to disclose any such confidential information, it shall immediately notify Buyer and use all available efforts to resist such disclosure, or if such resistance is unsuccessful, to obtain a protective order. These confidentiality requirements shall be maintained for the duration of performance under the Terms and Conditions and for a period of five (5) years thereafter. Upon the request of Buyer, Supplier agrees to return to Buyer all information, including all copies thereof, confidential or otherwise, related to the Terms and Conditions.</p>	<p>15.1 由买方根据“条款和条件”提供给供应商的所有信息仍为买方的财产，供应商须视其为机密。供应商须采取一切必要措施，以确保未经买方事先书面同意，供应商或其员工、代理、供应商或授权的分包商均不会将此类信息泄露给任何第三方，且信息仅用于提交的目的。未经买方事先书面同意，供应商不得刊登广告或发布供应商已签约向买方提供所供货品之事实，不得在供应商的广告或宣传材料中使用买方的任何商标或商号。如需通过法律途径披露任何此类机密信息，供应商须立即通知买方并尽最大努力抵制此类披露，如抵制不成功，供应商须取得保护令。根据“条款和条件”，这些保密规定须在履行期间予以保留，时限为履行之后五 (5) 年。根据买方要求，供应商须同意返还给买方所有信息，包括与“条款和条件”有关的所有副本，不管机密与否。</p>

<p><b>16. Termination</b></p>	<p><b>16. 终止</b></p>
<p>16.1 Buyer may terminate any Purchase Order in the event of breach by Supplier of the Terms and Conditions or Supplier's failure to provide Buyer with reasonable assurances of future performance upon request. Additionally, Buyer may cancel any Purchase Order in the event of any of the following (i) insolvency of Supplier, (ii) filing of an involuntary or voluntary petition of bankruptcy against Supplier, (iii) execution by Supplier of an assignment for the benefit of creditors or (iv) appointment of a receiver over Supplier's assets. In the event of termination under this subsection 16.1, Buyer shall not be liable to Supplier for any amount, except for conforming Supplied Goods that have been delivered to Buyer prior to termination, and Supplier shall be liable to Buyer for all damages sustained by reason of the default which gave rise to the termination.</p>	<p>16.1 如果供应商违反“条款和条件”，或供应商未能向买方提供所要求的对未来履行的合理保证，买方可以终止任何采购订单。此外，买方可在下列情形之一取消任何采购订单：(i) 供应商破产；(ii) 对供应商提请非自愿或自愿破产申请；(iii) 供应商为债权人的权益执行转让；或 (iv) 就供应商的资产任命管理人。如根据本 16.1 小节的规定作出终止，除终止前已然交付给买方的合格所供货品之外，买方无须对供应商承担任何责任，而供应商须就因违约引起终止造成的所有损害对买方负责。</p>
<p>16.2 Buyer reserves the right to terminate any Purchase Order, in whole or in part, at any time without liability, at Buyer's convenience. Such termination shall not constitute a default by Buyer. In the event of such termination by Buyer, Supplier, its' suppliers and subcontractors, shall (a) immediately stop all work on such Purchase Order, and (b) upon request by Buyer, transfer title and deliver all finished goods, work in process and/or raw materials which Supplier produced or acquired in connection with such Purchase Order. In the event of a termination for convenience by Buyer (but not termination after default or breach of Supplier), Supplier shall be reimbursed for (a) the Purchase Order price for all finished goods or performed services which conform to the Purchase Order and are delivered to Buyer, and (b) Supplier's reasonable actual cost of work in process or raw materials which Supplier produced or acquired in connection with such Purchase</p>	<p>16.2 买方保留终止任何采购订单的权利，在买方方便时，可在任何时间终止全部或部分而无须承担责任。此类终止将不构成买方违约。如果买方作出此类终止，供应商及其供应商和分包商，须：(a) 立即停止有关此采购订单的所有工作；及 (b) 根据买方要求，移交所有权并交付供应商之前根据此采购订单生产或采购的所有成品、进行中的工作和/或原材料。如果买方为便利作出终止（非供应商有不履行义务的行为或违约行为之后的终止），供应商须就以下项目得到补偿：(a) 所有符合采购订单并已交付给买方的成品或已履行的服务的采购订单价格；以及 (b) 供应商之前根据此采购订单生产或采购的进行中的工作或原材料，供应商无法在终止之日起的九十 (90) 天内将其合理用于营运，因而产生的合理实际成本。供应商应在终止之日起三十 (30) 天内提出任何成本补偿索赔，否则任何此类索赔将被视为已被免除。对于在收到终止通知后履行的任何工作，或者供应商的供应商或分包商所产生</p>

<p>Order and which Supplier cannot reasonably use in its operations within ninety (90) days after the date of termination. Supplier shall furnish any claim for reimbursement of costs within thirty (30) days after termination or any such claim shall be deemed to have been waived. Supplier shall not be paid for any work performed after receipt of the notice of termination, or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided or that were not authorized pursuant to a valid Purchase Order or material release by Buyer. Buyer's obligation to Supplier upon termination under this subsection 16.2, if any, shall be limited to the express provisions of this section. Without limiting the foregoing, in no event shall Buyer be liable for any lost profits, cancellation charges, or incidental or consequential damages.</p>	<p>的、供应商本可合理避免的任何成本，或非经授权合乎由买方发布的有效采购订单或材料而造成的任何成本，供应商将得不到支付。依据本 16.2 小节规定，买方在终止后对供应商的义务仅限于本节的明文规定。在不违反前述规定的前提下，买方在任何情况下均无须对任何利润损失、取消收费、附带损坏或间接损坏承担责任。</p>
<p>16.3 Supplier may not terminate any purchase order once accepted and at all times must continue to deliver the Supplied Goods in accordance with the Purchase Order.</p>	<p>16.3 一旦接受，供应商不得终止任何采购订单，且在任何时候都必须继续按照采购订单交付所供货品。</p>
<p></p>	<p></p>
<p><b>17. <u>Applicable Law</u></b></p>	<p><b>17. <u>适用法律</u></b></p>
<p>17.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms and Conditions.</p>	<p>17.1 “条款和条件”应以中华人民共和国的法律为基准，并根据中华人民共和国法律进行解释。《联合国国际货物销售合同公约》(CISG) 不适用于本《条款及条件》。</p>
<p></p>	<p></p>

<b>18. <u>Dispute Resolution</u></b>	<b>18. <u>争端解决</u></b>
<p>18.1 Any dispute, controversy or claim arising out of or relating to the Terms and Conditions shall be resolved through friendly consultation. If within sixty (60) days the dispute cannot be resolved, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission (“CIETAC”) in Shanghai for final resolution by arbitration in accordance with the rules and procedures of CIETAC. The CIETAC tribunal shall consist of three (3) arbitrators selected in accordance with the rules and procedures of CIETAC. The arbitration award by CIETAC shall be final and legally binding on the parties.</p>	<p>18.1 因“条款和条件”而产生的，或与“条款和条件”有关的任何争端、纠纷或索赔应通过友好协商解决。如果争端在六十(60)天内无法解决，任何一方有权向位于上海的中国国际经济贸易仲裁委员会(CIETAC)提交争端，根据CIETAC的规则和程序寻求仲裁的最后解决。CIETAC仲裁庭应当包括三(3)位按照CIETAC的规则和程序选定的仲裁员。由CIETAC作出的仲裁裁决是最终裁决，对各方具有法律约束力。</p>
<b>19. <u>Work on Premises</u></b>	<b>19. <u>现场工作</u></b>
<p>19.1 If Supplier’s work under the Terms and Conditions involves operations by Supplier on Buyer premises or one of its customers, Supplier shall take all necessary precautions to prevent injury to any person or property during the progress of such work. Supplier shall maintain such public liability, property damage and employee’s liability and compensation insurance as will protect Buyer from these risks and from any claims under applicable worker’s compensation and occupational disease acts. This insurance is in addition to the insurance provisions as set forth in Section 14.2.</p>	<p>19.1 根据“条款和条件”，如果供应商的工作涉及供应商在买方或其任一客户所在地的运营，供应商应采取一切必要的预防措施，以免在此类工作的进行期间造成任何人或财产伤害。供应商应保持这样的公众责任、财产损失、雇员责任和赔偿保险，将保护买方免于这些风险，并免于根据适用的工人赔偿和职业病法提出的任何索赔。该保险是对第14.2节规定的保险条款的补充。</p>

20. <u>Miscellaneous Provisions</u>	20. <u>其他规定</u>
<p>20.1 <u>Assignment/Change in Control.</u> Supplier shall not assign, in whole or in part, any Purchase Order or delegate the performance of its duties under any Purchase Order or the Terms and Conditions without the prior written consent of Buyer. Any assignment or delegation without the prior written consent of Buyer, at the option of Buyer, shall serve as a cancellation of the Purchase Order. Any consent by Buyer to an assignment shall not waive Buyer's right to recoupment from Supplier or its assigns for any claim arising out of the Terms and Conditions. If Buyer agrees to the assignment of the Purchase Order, in whole or in part, Supplier shall remain solely liable to Buyer for the adherence of the assignee to the Terms and Conditions. In addition, Buyer may terminate the Terms and Conditions upon giving at least thirty (30) days written notice to Supplier, without any liability to Supplier, if Supplier (i) sells, or offers to sell, a material portion of its assets, (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of Supplier or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Supplier.</p>	<p>20.1 <u>控制权的转让/变更.</u> 未经买方事先书面同意, 供应商不得转让任何采购订单的全部或部分, 或者委托任何采购订单或“条款和条件”规定的职责履行。未经买方事先书面同意, 根据买方选择, 任何转让或委托均可作为对采购订单的取消。任何买方同意的转让不得免除买方从供应商或者其受让人处就因《条款及条件》所引起的任何索赔而获得追偿的权利。如果买方同意转让采购订单的全部或部分, 供应商仍须就受让人遵守“条款和条件”对买方承担全部责任。此外, 如果供应商有以下行为, 买方可在给予供应商至少提前三十 (30) 天的书面通知后终止“条款和条件”而无须对供应商承担任何责任: (i) 出售或要约出售其资产的重要部分; (ii) 出售或交换, 或要约出售或交换, 或促成被出售或交换足够数量的股票或其他权益, 足以影响到供应商控制权变更; 或 (iii) 执行, 否则会受制于投票或其他协议或信托, 足以影响到供应商控制权变更。</p>
<p>Buyer has the right to assign, in whole or in part, of its rights and obligations under any Purchase Order or the Terms and Conditions to any third party, provided that Buyer shall notify Supplier about such assignment.</p>	<p>根据任何采购订单或“条款和条件”, 买方有权向任何第三方转让其全部或部分权利和义务, 前提是买方须就此类转让通知供应商。</p>

**20.2 Force Majeure.** Any delay or failure of either party to perform its obligations shall be excused if caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and terrorist attacks. Written notice of the delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. During the period of any delay or failure to perform by Supplier, Buyer, at its option, may purchase Supplied Goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Buyer, or cause Supplier to procure the Supplied Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order. If requested by Buyer, Supplier shall, within five (5) days of such request, provide adequate assurance that the delay shall not exceed a period of time that Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Supplier does not provide adequate assurance that the delay will cease within the time period, Buyer may, among its other remedies, immediately cancel the Purchase Order by a written notice to Supplier.

**20.2 不可抗力。**如果任何延迟或任何一方未能履行其义务由不可抗力事件引起，超出了未能履行义务一方的控制，不存在未能履行义务一方的违约或疏忽，如遭受天灾、火灾、洪水、风暴、爆炸、暴动、自然灾害、战争和恐怖袭击等，则应对此加以谅解。未能履行义务一方必须在事件发生的十 (10) 天内以书面形式告知延迟，包括预期的延迟时间。在供应商的任何延迟和未能履行义务期间，买方根据自己的选择，可以从其他来源购买所供货品，并减少向供应商购买所供货品数量的计划，而无须对买方承担责任，或敦促供应商按照买方要求的数量和时限，按照采购订单设定的价格从其他来源采购供货。根据买方要求，供应商须在收到此类要求五 (5) 天内提供足够的保证，保证延迟不得超过买方认为适当的时间段。如果延迟超过了买方指定的时间，或者供应商未能提供延迟将在该时间段内停止的足够保证，买方可在其他补救措施中，立即以书面形式通知供应商取消采购订单。

<p>20.3 <u>Limitation on Buyer's Liability/Waiver.</u> In no event shall Buyer be liable to Supplier for anticipated profits or for incidental or consequential damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from the Terms and Conditions, or from any performance or breach, shall in no case exceed the price allocable to the Supplied Goods giving rise to the claim. No action or inaction by Buyer to enforce the Terms and Conditions shall constitute a waiver of compliance with any of the provisions in these Terms and Conditions.</p>	<p>20.3 <u>买方的责任/豁免限制。</u>在任何情况下，买方均不因可预期利润、附带损坏或间接损坏对供应商负责。买方对任何形式的索赔、任何源于“条款和条件”或与之相关、或源于任何履行或违反的损失或损害的责任，在任何情况下不得超过分配给引起索赔的所供货品的价格。买方采取行动或不采取行动以强制执行“条款和条件”均不构成遵守任何这些条款和条件的规定的豁免。</p>
<p>20.4 <u>Relationship of Parties.</u> Supplier and Buyer are independent contracting parties and nothing in the Terms and Conditions shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.</p>	<p>20.4 <u>缔约方关系。</u>供应商和买方是独立的缔约双方，“条款和条件”中的任何规定均不赋予任何一方出于任何目的成为另一方的代理人或法定代表的权利，亦不赋予任何一方代表另一方或以另一方的名义来承担或创造任何责任的权力。</p>
<p>20.5 <u>Remedies and Injunctive Relief.</u> The rights and remedies to Buyer in the Terms and Conditions are cumulative with, and in addition to all other and further remedies provided in law or equity. To the extent that the Terms and Conditions are for Supplied Goods for use as, or fabrication into, parts, components or systems, Supplier acknowledges and agrees that money damages would not be sufficient remedy for any actual, anticipatory or threatened breach of the Terms and Conditions by Supplier and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and injunctive or other relief.</p>	<p>20.5 <u>补救和禁令救济。</u>根据“条款和条件”，买方的权利和补救是累加在法律或衡平法提供的所有其他的和进一步补救之上的。对于“条款和条件”针对用作或制造为零部件、元器件或系统的所供货品的情况，供应商须认可并同意，金钱赔偿不构成任何供应商实际、预期或有威胁违反本“条款和条件”的充分补救，在买方可能拥有的一切其他权利和补救措施之外，买方应有权享受具体的履行和禁令或其他救济。</p>
<p>20.6 <u>Continuing Obligations.</u> The obligations of Supplier under Sections 2.8, 5.2, 5.5, 5.6, 7.4, 20.3, 20.5, 20.6 and Articles 4 and 12 through 15, shall survive the expiration, nonrenewal or termination of any Purchase Order.</p>	<p>20.6 <u>持续义务。</u>根据第 2.8、5.2、5.5、5.6、7.4、20.3、20.5、20.6 节，以及第 4、12 到 15 条的规定，供应商的责任将在任何采购订单期满、放弃或终止之后继续存在。</p>

<p>20.7 <u>Amendment</u>. The Terms and Conditions may not be varied or modified in any manner, without the prior written consent of both parties.</p>	<p>20.7 <u>修订</u>。未经双方事先书面同意，“条款和条件”不得以任何方式更改或修改。</p>
<p>20.8 <u>Entire Agreement</u>. A Purchase Order and the Terms and Conditions shall constitute the entire agreement between the parties with respect to its subject matter, and shall supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to its subject matter.</p>	<p>20.8 <u>完整协议</u>。采购订单、“条款和条件”构成双方之间关于其标的物的完整协议，并取代所有之前和当时的协议、陈述和双方对其标的物的谅解备案录。</p>
<p>20.9 <u>Severability</u>. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.</p>	<p>20.9 <u>可分割性</u>。如果本协议的任何条款违反任何适用的法规、条例或法治，则此条款在其违反的范围内无效，而并不使本协议的任何其他条款无效。</p>
<p>Acknowledged and Agreed to as of this ___ day of _____, 201_</p> <p>[INSERT SUPPLIER NAME]</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Affix Chop</p>	<p>在 201_年__月__日知悉并同意。</p> <p>公司名（供应商）： _____</p> <p>签名：_____</p> <p>姓名：_____</p> <p>职位：_____</p> <p>盖章</p>