

General Terms and Conditions of Purchase 一般性的采购条款和条件

1. Acceptance – Order of Precedence – Modification 接受-优先订单-修订

This Purchase Order is for the purchase of goods, services, or goods and services described on the face of this document (collectively, “Goods”) and is issued by the purchasing entity identified on the face of this document (“Purchaser”) to the entity providing the Goods identified on the face of this document (“Supplier”). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. Purchaser rejects any additional or inconsistent terms or conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of Purchaser’s acceptance of or payment for Supplier’s Goods. Any reference to Supplier’s quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: (a) any consignment agreement; then (b) any master purchase agreement between the parties; then (c) any contract for labor services; then (d) the face of this Purchase Order and any supplemental terms included or incorporated by reference; then (e) these general Purchase Order provisions; and finally (f) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Purchaser unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Purchaser. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Purchaser for resolution.

本采购订单是对文件所载明商品、服务（合称“商品”）的采购，并由文件载明的采购主体（“买方”）向文件载明的供货主体（“卖方”）签发。本采购订单以对订单承诺的返回或对订单的履行，按孰先标准，确认为接受。买方拒绝卖方在任何时候的任何附加的或不一致的条款或条件，无论这样的条款和条件是对订单的实质性改变，也无论买方接受或支付了卖方的商品。对卖方报价、竞标或建议的援引，不应认为是对该文件中所包含的条款、条件或指示的接受。以前双方之间的交易、贸易不能用于对这里条款的修改、补充或解释。这些条款、条件与采购订单载明引用的、作为附件的、或包含其他文件共同取代以前所有有关本采购订单有关事项的口头和书面沟通、表示、承诺或协商。所有的与采购订单有关的合同文件应合在一起解释为一个协议。然而，如果合同文件中的有些条款之间存在不可协调的冲突，应按以下优先顺序适用：

a) 任何一致认可的协议； b) 双方之间的主要采购协议； c) 任何有关劳务的合同； d) 本采购订单的载明和包含的补充性条款； e) 这些一般性的采购条款； f) 双方书面达成的其他合同文件。对本采购订单的任何修改和变更均应以书面形式作出，表明是对本采购订单的修订，并经买方授权代表以电子方式批准，否则不具有约束力。如卖方意识到采购订单与任何适用于本订单的规格、设计或其他技术要求之间存在模糊或不一致，应立即将有关事项提交给买方决定。

2. Delivery, Shipment and Packaging 交货、运输和包装

- 2.1. Supplier will deliver Goods in accordance with the quantities and date(s) specified on this Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Purchaser. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. 卖方应按照本采购订单或附件上的数量和日期交货。如果交货日期没有确定，卖方应按买方接受的最好日期交货。除非另有明确约定，所有在同一天运到同一地点的货物应尽可能合并在一个提单或空运单上。
- 2.2. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Purchaser's fault. If Goods are delinquent to Purchaser's requirements, Supplier

will grant Purchaser first priority for Goods allocation and shipment. Purchaser reserves the right to reject, at no expense to Purchaser, all or any part of any delivery that varies from the quantity authorized by Purchaser for shipment. Supplier will not make any substitutions without Purchaser's prior written approval. All items will be packaged in accordance with Purchaser's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. As applicable, Supplier will ensure that all packaging conforms to the country of destination's adoption of the ISPM15 solid wood packaging requirements, whether or not expressly indicated by Purchaser, and will designate conformance on the appropriate shipping documents. (see <http://www.ISPM15.com/start.htm>)

Purchaser reserves the right to charge back the Supplier for any costs or damages incurred by Purchaser as a result of Supplier's failure to comply with the applicable solid wood packaging requirements. Purchaser will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under this Purchase Order until received by Purchaser. All containers will be properly marked for identification per the instructions on this Purchase Order and contain a packing slip that details, at a minimum, the Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Purchaser's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by Purchaser, and for all international shipments, Supplier will give notice of shipment to Purchaser when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

如果非由买方过错而造成可能迟延交货的，卖方应自费以最快捷的运输方式完成交货。如果卖方未按买方要求的时间交货的，卖方应给买方优先选择权，对货物进行处置和运输。买方有权全部或部分拒绝接受任何数量不一致的货物，运输费用由卖方承担。未经买方事先书面同意，卖方不应采取替代措施。所有货物均应按买方的要求进行包装。如果没有特别要求，应按良好的商业惯例形式包装，以确保收到时货物不受损害。卖方应确保全部包装符合目的

国采用的 ISPM15 紧密材包装要求，无论买方是否明确要求，并在运输文件上记载一致（请参考 <http://www.ISPM15.com/start.htm>）如卖方未能遵守紧密材包装要求而造成任何损失或损害，买方保留要求卖方承担相应责任的权利。买方对运输途中的卸货、溢出或其他环境事故不承担任何责任。全部货柜应按照采购订单的要求进行合理标记，并带有装箱记录，至少载明采购订单号、产品部件号、详细的产品描述、交运的箱子数量、交运的产品数量和最终交货地。早于采购订单计划交付的货物可退还给卖方，并由卖方负担费用。针对国内运输，如买方提出要求，同时针对所有国际运输，卖方在货交承运人后均应通知买方。采购订单号应在全部函件、运输标签和运输文件，包括全部装箱单、提单和空运单中写明。

2.3. 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.

除非目的地国家主管当局免除有关义务，所有货物均应在物品或包装明显的地方标注原产地。

2.4. Supplier will provide Purchaser with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information Purchaser may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide Purchaser all documents, records, and other supporting information necessary to substantiate the Goods' qualification under such FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

卖方应向买方提供(a)协调关税明细表编码、原产国信息或证书、生产商的证明、有关的自由贸易协定("FTA")和买方为遵守国际贸易规则或合理减少关税和税费的其他文件或信息，以及(b)货物符合一个或多个 FTA 的证明。卖方应向买方提供全部文件、记录和其他信息以证明货物符合 FTA 规定。卖方应尽可能使货物符合 FTA 的规定。

2.5. Within one business day after Supplier delivers the Goods to the carrier, Supplier will send Purchaser a complete set of shipping documents including the commercial invoice, packing list, and

air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to Purchaser's custody.

卖方货交承运人后一个工作日内，卖方应向买方提供一整套运输文件包括商业发票、装箱单和运单或结合如上三部分的清洁提单。

3. Notice of Delay 延期通知

Whenever anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately give notice to Purchaser of all relevant information with respect to such delay.

无论何时订单的履行延期或可能延期，卖方应立即将与延期有关的全部信息通知买方。

4. Excusable Delay (Force Majeure) 不可抗力

Any delay or failure of either party to perform its obligations shall be excused if and to the extent that the party is unable to perform due to Acts of God, restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority, or acts of war. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Supplier's delivery is delayed, Purchaser may, at Purchaser's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the excusable delay period. If an excusable delay occurs that affects delivery of Goods to Purchaser, Supplier will allocate its available supply of Goods in a manner that assures Purchaser of at least the same proportion of Supplier's total output of Goods as was allocated to Purchaser prior to the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Purchaser may, without liability, cancel all or any part of this Purchase Order.

如合同任何一方延期或未能履行合同义务系由天灾，政府机关的限制、禁止，政府机关强加的优先顺序、配额，政府机关的其他行为，或战争导致的，该方应免于承担因此导致的延期或未能履行合同义务产生的责任。卖方可以以更好的价格出卖货物或卖方难以购买材料或加工不得构成延期履行的正当理由。合同任一方遭遇不可抗力时，应立即详细告知另外一方具体情况以及不可抗力预计存续的时间，同时遭遇不可抗力的一方应在可以弥补损失的情况下尽一切努力弥补延期造成的损失。如卖方交货延迟，买方有权自行决

Rev. 03/2015

2015年3月修订

定，取消原定在不可抗力存续期间应当交付的货物或选择相应延迟卖方的交货时限。如不可抗力影响了卖方交货，卖方应当按照至少能够确保以后交付给买方的货物占总产出的比例不少于不可抗力发生之前的比例分配货物。如货物延迟交付超过30日，买方有权取消整个订单或订单上的部分货物并不承担任何责任。

5. Performance Assurance Plan 履约保证计划

If Purchaser, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, Purchaser may require Supplier to perform under a Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order.

如买方依据自身判断，认为卖方有极大可能不履行合同义务或订单下的交货要求，买方有权要求卖方在履约保证计划下履行合同。履约保证计划可以包含为确保卖方按照订单充分履行合同义务而合理制定的具体的报告和履约要求。卖方未能满足履约保证计划的行为将被视为对订单的实质性违反。

6. Shipping Terms, Title and Risk of Loss 运输条款，所有权和灭失风险

6.1. If the Goods will be transported from Supplier's location in the U.S. to Purchaser's location in the U.S., unless otherwise specified on the face of this Purchase Order or in a separate agreement, the F.O.B is Purchaser's location. When the F.O.B. point of delivery is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Purchaser upon delivery of the Goods to the carrier designated or approved by Purchaser. When the point of delivery is Purchaser's location, Supplier bears all risk of loss or damage to the Goods and title passes to Purchaser upon delivery of the Goods at Purchaser's location.

如货物将由卖方运输至买方，除非订单或其他协议另行规定，装运港为买方所在地。如装运港交货地为卖方所在地，卖方应承担货物毁损或灭失的风险，且货物所有权在货物交付给买方指定或批准的承运人后转移给买方。如交货地为买方所在地，卖方应承担货物毁损或灭失的风险，且货物的所有权在货物到达买方所在地后转移给买方。

6.2. In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate

agreement, Supplier will deliver the Goods DAP (Incoterms®2010) at Purchaser's location. Title to Goods passes to Purchaser upon receipt at Purchaser's location.

在其他情况下，除非订单或其他协议另行规定，卖方应按照 DAP 术语在买方所在地交付货物（国际商会国际贸易术语解释通则 2010），且货物的所有权在买方收到货物后转移给买方。

- 6.3. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding 6.1 and 6.2 above, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock. Purchaser may direct Supplier to ship the Goods to Purchaser or to any third party designated by Purchaser. 如上条款并不使卖方免于对买方接收货物后发现的损害承担责任。尽管有前述 6.1 和 6.2 条的规定，货物所有权和灭失风险应依据运输仓储协议在交货后转移。买方可指示卖方将货物直接运输给买方，或指示卖方将货物交给买方指定的第三方。

7. Import/Customs Compliance 进口/海关条款

- 7.1 Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Purchaser reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Purchaser due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

卖方承担需要进口清关的采购订单项下的运输义务。如政府机关针对采购订单的货物宣布或强制征收反补贴关税、反倾销关税或报复性关税，买方依据采购订单的终止条款保留终止采购订单的权利。卖方应承担买方因卖方未能遵守采购订单的条款和条件而支出的关税、费用或运费。

- 7.2 Supplier shall comply with the shipping requirements set forth in the UCI-FRAM AutoBrands Foreign Supplier requirements. (reference: <https://uci-fram.com/supplier.html>). Any fines, penalties or costs resulting from Supplier's failure to comply with Purchaser's Foreign Supplier Requirements will be debited to Supplier.

卖方应遵守规定于 UCI-FRAMAutoBrands 外国供应商要求中的运输要求（参见：<https://uci-fram.com/supplier.html>）。因卖方未能遵守该要求而产生的罚款、惩罚或花费由卖方承担。

8 Drawback 退税

All drawback of duties, and rights thereto, related to duties paid by Supplier or Purchaser upon importation of the Goods or any materials or components that enter into the manufacture of the Goods will accrue to the exclusive benefit of Purchaser. Such duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier will provide Purchaser with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Purchaser to obtain payment.

因进口采购订单项下的货物或为采购订单项下的货物的生产而进口材料或配件，由卖方或买方缴纳的关税的全部退税和与该关税有关的权利排他性地归买方所有。该关税退税权包括其衍生权利和与采购订单货物有关的次级供货商获得的关税退税权。卖方应向买方提供全部文件、记录和其他获取关税退税必要的支持信息，并就退税事宜与买方进行合作。

9 Offset 补偿

If Supplier is a non-U.S. entity, Supplier will assist Purchaser in obtaining credit from Supplier's government for the value of relevant Goods purchased hereunder to meet any present or future contractual offer or industrial benefit requirements imposed upon Purchaser or its subsidiaries or affiliates. Such assistance includes, but is not limited to, providing upon Purchaser's request evidence of the existence, value, content and other pertinent information relating to such purchases. Purchaser reserves the right to claim these credits for itself or third parties. If Supplier is a U.S. entity which awards any portion of the work hereunder to lower tier non-U.S. suppliers, Supplier will assign to Purchaser any credits obtained from the non-U.S. sub-tier supplier's government relating to this transaction and assist Purchaser in obtaining any such credits.

如卖方非美国公司，卖方应协助买方从卖方政府获取与订单货物价值相应的信用值，以满足现在或将来的针对买方或其分支机构合同优惠或行业津贴要求。该协助包括但不限于，按照买方要求提供存续证明、价值、货物和其他与采购有关的信息。买方保留由其自身或其第三方使用该信用值的权利。如卖方为美国公司，对于其从下级非美国供应商获取的与本交易有关的信用值，卖方应协助买方获取该信用值。

10 Purchaser-Supplied Materials, Tooling, Equipment and Technical Data 由买方提供的材料、工具、设备和技术数据

10.1 Title to any material, tooling, equipment or technical data that Purchaser pays for or provides to Supplier, including replacements thereof (“Purchaser Property”), will remain or vest with Purchaser. Supplier will conspicuously label Purchaser Property as such, maintain it in good condition, keep written records of the Purchaser Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from Purchaser. Supplier is responsible for inspecting and determining that the Purchaser Property is in useable and acceptable condition.

由买方支付并提供给卖方的材料、工具、设备或技术数据，包括备件（“买方财产”）的所有权归属于买方。卖方应给买方财产贴上明显标记，并维护其处于良好状态，卖方应以书面方式记录由其保管的买方财产及该财产所处的位置，卖方不得对该财产进行抵押或质押，且未经买方同意不得更换该财产的位置。卖方有义务检验该财产并决定买方财产是否处于可使用和被接受的条件。

10.2 Supplier will use Purchaser Property exclusively for the performance of Purchaser Purchase Orders unless otherwise authorized in writing by Purchaser’s authorized representative. Purchaser Property is intended for use at the Supplier’s site only or as otherwise authorized in writing by Purchaser’s authorized representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Purchaser Property and any loss, damage or destruction of any third party property resulting from Supplier’s negligent use of Purchaser Property. Supplier will not include the cost of any insurance for Purchaser Property in the prices charged under this Purchase Order. Supplier will return Purchaser Property or dispose of it at Purchaser’s sole option in accordance with Purchaser’s written directions. Purchaser makes no representations and disclaims all warranties (express or implied) with respect to Purchaser Property.

卖方不得在履行采购订单义务的范围外使用买方财产，除非经过买方授权代表书面同意。卖方不得在卖方场地以外使用买方财产，除非经过买方授权代表书面同意，且在情况适用的情况下，应遵守美国或其他政府关于出口或转口的规定。卖方应承担买方财产灭失、损害或毁损的责任，以及承担由于卖方不当使用买方财

产而造成的第三方财产灭失、损害或毁损的责任。卖方不得在采购订单的货物价款中包含给买方财产购买保险的价款。卖方应按照买方单方书面指示返还买方财产或处理买方财产。

11 Price 价款

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of this Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Purchaser. Unless otherwise provided on the face of this Purchase Order, the prices include all packaging, applicable taxes and other government charges including, but not limited to, all sales, use or excise taxes, and all customs duties, fees or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Purchaser of any Goods, Purchaser shall pay such tax as an addition to payments otherwise due Supplier under this Purchase Order, provided that Supplier provides to Purchaser a value added tax (or equivalent tax) invoice.

卖方应当按照采购订单中列明的价款提供货物。如采购订单中未列明价款，卖方应报出其最低的供货价格并由买方书面确认。除非采购订单另有规定，货物价款包含全部包装费、应缴税款和其他政府收费，包括但不限于营业税、使用税或消费税，和全部关税或费用。在有增值税（或其他同类税种）的情况下，买方应额外支付增值税，且卖方应相应提供增值税（或其他同类税种）发票。

12 Price: Most Favored Customer and Meet or Release 价款：最惠客户和满足或解除

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volumes of similar Goods. If Supplier charges any external customer a lower price for a similar volume of similar Goods, Supplier must notify Purchaser and apply that price to all Goods ordered under this Purchase Order. If at any time prior to full performance of this Purchase Order Purchaser notifies Supplier in writing that Purchaser has received a written offer from another supplier for Goods similar to those to be provided under this Purchase Order at a price lower than the price set forth in this Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price Purchaser, at its option, may terminate the balance of this Purchase Order without liability.

卖方承诺，采购订单项下的货物价格为其对同样数量相似货物报出的最低价格。如卖方对同样数量相似货物有更低价格，卖方应立即通知买方并

对买方购买的货物适用该价格。在采购订单完全履行完毕前，买方可随时书面通知卖方其收到其他供应商对采购订单项下产品的较低报价，卖方应立即调整未交付货物的价格至该较低报价。如卖方未能调整货物价格至该较低报价，买方有权自行决定终止履行采购订单未履行部分并不承担由此产生的任何责任。

13 Spare Parts Pricing 备用件价格

During the term Goods are supplied hereunder and for a period of 15 years after Purchaser has completed the last purchase of Goods, Supplier will supply all of Purchaser's service and replacement parts for the Goods at the last valid price plus any actual cost differential for manufacturing and packaging, such cost differential to be negotiated but in no case to exceed 20 percent (20%) of the last production price paid by Purchaser.

在卖方提供货物期间以及买方结束采购货物后 15 年内，卖方应按照最后一笔交易的有效价格外加实际费用，该费用可商议但不得超出最后一次买方支付的生产价格的 20%，向买方提供服务和备用件。

14 Invoicing and Payment 发票和付款

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, and unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of Supplier and the Purchaser entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Purchaser's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Purchase Order. Payment terms are net 120 days from receipt of invoice and conforming Goods unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties. Payment

will be scheduled for the first payment cycle following the net terms for the Purchase Order.

每次交货或提供服务后，卖方应提供列明货物详细情况的发票，如零件型号、数量和度量单位、时间、组件和总价。任何非常规收费如许可费、佣金、非循环费用或其他非常规收费应单独列明并在发票上体现。发票应使用英文或目的国的官方语言列明如下信息：(a) 卖方和买方的名称和地址；(b) 承运人的名称（如承运人非卖方）；(c) 买方的采购订单编号；(d) 出口国；(e) 货物的详细描述；(f) 国际货物编码；(g) 货物的原产国，或如由多个国家生产，各个部件的原产国；(h) 货物的重量；(i) 交易货币；(j) 付款期限；(k) 运输条款；和 (l) 全部回扣或折扣。发票应与已签发的提单（如可以）或其他证明已安排运输的回执一并提供。支付发票上款项的行为并不构成对货物的接受；如卖方未能满足采购订单的要求，付款可做相应调整。除非采购订单或其他协议另有规定，付款期限为收到发票和与采购订单一致的货物后 120 天内。付款可依据采购订单的第一个付款周期确定。

15 Setoff 抵消

Purchaser may deduct any amount owing from Supplier to Purchaser as a setoff against any amount due or owing to Supplier under this Purchase Order. 买方可将卖方应付买方的款项从买方依据采购订单应付卖方的款项中抵扣。

16 Quality Assurance 质量保证

Supplier agrees to allow Purchaser, during normal business hours, to make reasonable inspections of the facilities where Supplier and its sub-tier suppliers manufacture or process the Goods. 卖方同意买方在正常工作时间内对卖方及其下级供应商生产或加工产品的设备进行合理的检测。

17 Inspection 检测

17.1 All Goods may be inspected and tested by Purchaser, its customers, higher tier contractors, and end users at all reasonable times and places. If such inspection or testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. In its standard inspection and testing of the Goods, Supplier will use an inspection system accepted by Purchaser in writing. All inspection records, including sub-tier supplier records relating to the Goods, will be maintained and made available to Purchaser during the performance of this Purchase Order, and for such longer periods as may be specified by Purchaser. 货物可在任何合理的时间和地点由买方、买方客户、上级承包商和终端用户进行检验和测

试。如在卖方场所进行检验和测试，卖方应无偿提供合理的设备和必要的协助。在卖方对货物的标准的检验和测试中，卖方应使用买方以书面方式表示接受的检测体系。全部的检测结果，包括与订单货物有关的下级供应商的检测结果，应在采购订单履行期间或买方明确指示的较长期间能够被买方获取。

17.2 Notwithstanding any prior inspection at Supplier's premises, the manner and place of final inspection and acceptance by Purchaser will be as determined by Purchaser in its sole discretion. Purchaser may inspect 100% or a sample of Goods, at Purchaser's option, and may reject all or any portion of the Goods or lot of Goods if Purchaser determines them to be defective or nonconforming. If Purchaser performs any inspection (other than the standard inspection) due to discovery of defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Purchaser may, by notice to Supplier: (a) rescind this Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, Purchaser may: (x) correct any retained defective or nonconforming Goods at Supplier's expense; (y) replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or (z) terminate this Purchase Order for cause.

除了前述的在卖方场所进行的检测以外，最终的检测方法和地点应由买方单独决定。买方可自行决定对全部订单货物或样品进行检测，如买方认为货物有瑕疵或不符合订单要求，买方可拒绝接受全部或部分货物。卖方未发现货物瑕疵或不服而进行检测的费用，由卖方承担。对货物的检验、测试、批准、对设计的批准或对货物的接受并不使得卖方免于承担质量保证的责任或对潜在的瑕疵、欺诈或过失行为承担责任。如货物存在瑕疵或不符合采购订单的要求，买方可通知卖方：(a) 撤销该批货物的采购订单；(b) 以较低价格接受该批货物；或(c) 拒收该批货物，要求重新交货。重新

交货时卖方应一并提供说明该批货物为换货的通知。如卖方未能立即提供换货，买方可：

(x) 修复瑕疵货物或不符合订单要求的货物，费用由卖方承担；(y) 从其他供应商采购货物，费用由卖方承担，包括保险和任何非常规费用；或(z) 因此终止采购订单。

18 Warranty 保证

18.1 Supplier warrants to Purchaser, and its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components which Supplier furnishes pursuant to this warranty) will: (a) be free from defects in material, workmanship, and design, even if the design has been approved by Purchaser; (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Purchaser; (c) be merchantable; (d) be fit for the intended purposes to the extent the Goods are not of a detailed design furnished by Purchaser and operate as intended; (e) comply with all applicable national and local laws; (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances; and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information. Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a period of 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by Purchaser from Purchaser's customer or the date on which any longer or broader government requirement covering the Goods ends. These warranties will survive any delivery, inspection, acceptance or payment by Purchaser for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Goods were previously inspected. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods that meet the preceding standards are collectively called "conforming Goods." If conforming Goods are not furnished within the time specified by Purchaser then Purchaser may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the nonconforming Goods repaired, replaced or corrected at Supplier's

expense. In addition to the costs of repairing, replacing or correcting nonconforming Goods, Supplier is responsible for all related costs, expenses and damages including, but not limited to: the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of Purchaser's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems). Unless setoff by Purchaser, Supplier will reimburse Purchaser for all such costs upon receipt of Purchaser's invoice.

卖方向买方、买方的继受人、代理人、客户和终端用户保证交货后的质保期限内，提供的全部货物（包括全部换货或修复的货物或卖方按照质保要求提供的组件）应（a）在材料、工艺和设计方面均无瑕疵，无论设计是否经过买方批准；（b）符合有关的制图、设计、质量控制计划，规格和样品，以及买方的其他要求；（c）可销售的；（d）能实现使用目的；

（e）符合有关的国家和地区法律；（f）未设置抵押或质押，未有任何权利限制，未被预定，不违反安全利益；且（g）不侵犯任何第三方的专利，已公布的专利申请或其他知识产权，未使用不当获得的商业秘密。卖方应当按照行业最高标准提供服务。对终端用户的质保期限为交付后 36 个月，或买方可接受的更长期限，或政府部门规定的较长时限。在质保期限内质量保证并不因交货、检验、买方接受货物或支付货款而得到免除。在发现违反质量保证条款的行为后，买方可提出违反质量保证的主张，不论买方是否对货物进行过检验。质量保证可累计，且系对法律规定的质量保证的补充。任何可适用的法定期限应从发现日开始计算。满足前述标准的货物统称为“合规货物”。如卖方未能在买方指定的期限内提供合格货物，买方有权自行决定或依据法律或对等原则享有的权利，对不合格的货物进行修理或替换，费用由卖方承担。在货物的修复、替换费用以外，卖方仍应承担以下花费：包括但不限于替换、拆卸、故障分析、故障隔离、重装、重新检测和翻新的费用，运输费用和修复费用（如，额外检测的费用或质量控制系统）。除非买方向行使抵销权，否则卖方应在收到买方提供的发票后支付如上花费。

18.2 Supplier accepts that breach of warranty can be calculated using statistical methods based upon representative samples as utilized by Purchaser in its reasonable discretion.

卖方同意保证的违反可以由买方依据合理判断在利用代表性样品的基础上采用统计方法进行计算。

18.3 These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

如上保证及其他明示或暗示的保证，不因交货、检验、接受和支付货款而免除。

19 Recall 召回

Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Purchaser or its customer in relation to Goods as Purchaser may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Section 19 will survive any termination or expiration of this Purchase Order and apply for at least the same duration as Purchaser's obligation to its customer(s).

卖方应承担因其自愿或非自愿召回缺陷或有潜在缺陷的订单货物或包含订单货物或用于构成订单货物的任何货物而产生的全部费用或损失，包括但不限于，客户的召回、管理机关的召回或依据有关法律、法规的召回。卖方应对召回的管理承担全部责任或按照买方要求充分参与由买方或买方客户组织的与货物相关的召回的管理工作。各方应配合提供与召回有关的记录和其他信息。本条款在订单终止或履行完毕后持续有效且至少在购买方向其客户承担责任期间仍然有效。

20 Changes 变更

Purchaser may: direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Purchaser representatives may issue changes, in writing, to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing accordingly. Any claim for adjustment under this provision may, at Purchaser's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Purchaser within 30 days from the date of the receipt by Supplier of the Purchaser-directed

change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Purchaser, Purchaser may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

买方可以：对订单货物的制图、设计、规格、运输或包装方式、数量、交货的时间或地点进行变更；重新安排服务；要求额外的或减少服务。仅买方授权代表有权以书面形式变更订单内容。如变更导致额外的或减少了履行订单所需要的费用或时间，即应当对订单价格、交货日期或两者共同做相应调整且应以书面方式对订单做相应修改。如未能在收到买方修改订单的通知后 30 日内以书面方式声明对订单进行相应调整（包含调整价格的数额），卖方依据如上条款对订单进行相应调整的权利，可依据买方选择，被免除。如由买方支付价款的财产因订单内容的变更被废弃或多余，买方可决定其处理方式。如买卖双方对变更订单产生的影响有不同意见，卖方仍然应立即履行买方要求，争议留待解决。

21 Design and Process Changes 设计和流程变更

Supplier will make no changes to the design, materials, manufacturing location, sub-tier suppliers, or processes specified in this Purchase Order or documents referenced therein, or if none, those in place at time of issuance of this Purchase Order, without the advance written approval of Purchaser's authorized representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

买方不得对订单或此处提及的文件或在没有的情况下，订单发出当时已经到位的文件中列明的设计、材料、生产地点、下级供应商或流程进行变更，除非事先取得买方授权代表的书面同意。对流程的变更包括但不限于，对生产设备的变更或在手动和机械流程之间进行变更。该要求无论该变更是否会产生额外花费以及不论变更的类型，包括对产品的升级均适用。

22 Stop Work 停止工作

Purchaser may, at any time by notice and at no cost, require Supplier to stop all or any part of the work under this Purchase Order for a period of up to 120 days (Stop Work Order), and for any further period

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as Supplier and Purchaser may agree. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, Purchaser may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

买方可随时通知卖方无偿停止采购订单项下全部或任何部分工作，该期限最长为 120 天或买卖双方同意的较长期限。卖方应在收到停止工作的通知后立即执行。在停止工作期间，买方可随时全部或部分取消停止工作通知或依据采购订单的终止条款，终止订单。在停止工作通知被取消或停止工作期限结束后，卖方应立即恢复工作。

23 Termination 终止

23.1 The non-breaching party may terminate this Purchase Order if the other party commits a material breach of this Purchase Order and fails to remedy the breach within 30 calendar days following receipt of notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non conforming Goods. The solvent party may terminate this Purchase Order upon notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of this Purchase Order by Purchaser under Section 23.1 will entitle Purchaser to all damages and remedies available at law or equity. Additionally, Supplier grants to Purchaser a fully paid up, non-exclusive, irrevocable license to Supplier's Intellectual Property rights embodied or used in the Goods for Purchaser to make, have made, and sell Goods using such Intellectual Property rights to fulfill Purchaser's obligations to Purchaser's customer(s).

在一方实质性违反采购订单且在收到对方通知后30日内未采取补救措施的，遵守合同方可终止采购订单。对合同的实质性违反包括但不限于，未能交货，迟延交货或交货不符。可继续履行合同的一方可以终止采购订单，如另外一方已无法继续履行合同，或由其自己或第三方启动的针对该方的与破产、破产接收、重组或债权人利益分配的有关的程序已经开始。如买方依据本条款终止采购订单，买方有权要求卖方承担由此造成的损失。此外，卖方授予买方在生产及销售订单产品的过程中对其知识产权的非独占性使用权以使买方充分履行买方对其

客户承担的义务。

23.2 Notwithstanding any firm time period or quantity, Purchaser may terminate this Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 30 days' prior notice.

如卖方未交付货物或未提供有关服务，买方有权提前30天通知解除全部或部分采购订单，不论采购订单的期限或数量。

23.3 If Purchaser terminates this Purchase Order under either Section 23.1 or 23.2 above, Purchaser's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Purchaser prior to the date of termination, payment for which can be set off against any damages to Purchaser. Upon termination, Purchaser may require Supplier to transfer title and deliver to Purchaser any completed Goods and Purchaser will pay the Purchase Order price for such Goods subject to set off against any damages to Purchaser. Purchaser may also require Supplier to transfer title and deliver to Purchaser any or all property produced or procured by Supplier for performance of this Purchase Order and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Purchase Order value, whichever is less.

如买方依据第23.1或23.2条解除采购订单，买方对卖方的唯一义务和对卖方的全部补偿即为支付在采购订单解除前已经收到并接受的货物价款，用货款抵消卖方给买方造成的损害。采购订单解除后，买方可要求卖方转移已经生产的货物的所有权并实际交付给买方，买方应按照采购订单价格支付货物价款或以此抵销卖方给买方造成的任何损害。买方可要求卖方转移卖方生产的或购买的用于生产订单货物的财产的所有权给买方；买方应以合理价格补偿卖方，该价格不得超过卖方的实际花费或采购订单的价值两者中数额较小的。

23.4 To the extent that any portion of this Purchase Order is not terminated pursuant to Section 23.1 or 23.2 above, Supplier will continue performance of that portion not terminated.

对于采购订单中未按照第23.1或23.2条解除的部分，卖方应继续履行。

24 General Indemnification and No Exclusivity or Non-Compete Arrangement 一般赔偿和非排他或非竞争安排

24.1 Supplier will, at its expense, defend, indemnify and hold harmless Purchaser and its subsidiaries, affiliates and agents, and their respective officers,

directors, shareholders, and employees, and Purchaser's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's actual or alleged negligence, willful misconduct, or breach of the terms of this Purchase Order. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement; provided, however, in no event will Supplier enter into any settlement without Purchaser's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in such defense or negotiations to protect its interests.

卖方应自担费用保护、补偿并使得买方及其分支机构、代理机构及其代理人，以及各自的管理人员、董事、股东和雇员及买方的客户（统称“受保障的人”）免于因卖方实际的或由其主张的疏忽、故意或违反采购订单而遭受任何损失、花费、开支、损害、索赔、要求或责任，包括合理的律师和专家费和和解、妥协、判决或裁决费用。卖方有权就该等索赔或行动进行辩护，或根据本协议项下受保障人之权益进行和解协商；然而，任何情形下，未经买方事前书面同意，卖方均不得签署任何和解协议，无正当理由，买方不得拒绝做出该等同意。受保障人可参与该等辩护或协商以保护其利益。

24.2 Supplier represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Supplier in any way from fulfilling all its obligations, duties, and services under this Purchase Order, including without limitation any exclusivity or non-compete arrangement.

卖方承诺卖方履行采购订单义务责任和提供服务不受到任何直接或间接，实际或潜在的限制或妨碍，包括但不限于任何排他或非竞争安排。

25 Intellectual Property Indemnification 知识产权损害赔偿

With respect to the Goods provided hereunder, Supplier will, at its expense, indemnify and hold harmless Indemnitees from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement,

compromise, judgment or verdict incurred by or demanded from Indemnites arising out of, resulting from, or occurring in connection with any actual or alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnites' rights hereunder, all negotiations for its settlement; provided, however, in no event will Supplier enter into any settlement without Purchaser's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in such defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them noninfringing.

卖方应自担费用保护、补偿并使得受保障的人免于遭受与采购订单货物有关的因 (a) 专利、商标或著作权侵权; (b) 非法披露、使用或获取商业秘密; 或 (c) 侵犯任何第三方的知识产权而实际产生或主张产生的损失、花费、开支、损害、索赔、要求或责任, 包括合理的律师和专家费用和和解、妥协、判决或裁决费用。卖方, 与受保障人此处的权力一致, 有权对抗任何该等索赔或行动或为调解进行协商, 但无论何等情况, 卖方不得未经买方书面同意进行调解, 买方对调解的决定不得无故拖延。被保障人应参与答辩或协商以保护自身权益。如颁发了任何禁止令, 卖方应自担费用确保能够继续生产、使用、许诺销售、销售或进口订单货物或替换或修改订单货物以确保其不侵权。

26 Insurance 保险

Supplier will maintain insurance with a carrier having a minimum AM Best rating of "A", covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability) in a sum no less than \$5 million; automobile liability in a sum no less than \$5 million; worker's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1 million. Prior to the delivery of any Goods, Supplier will provide to Purchaser certificates of insurance evidencing that Supplier maintains the foregoing insurance, which will provide that such coverage will not be changed without 30 days advance written notification to Purchaser from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against

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Purchaser, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in this Purchase Order.

卖方应与 AM Best 评级为 A 的承运人购买如下保险: 一般商业责任险 (包括产品责任险和对于要提供的服务, 完工责任险), 保险金额不得少于 5 百万美元; 汽车责任险, 保险数额不得少于 5 百万美元; 员工补偿责任险, 保险数额不得低于法律要求的最低数额; 雇主责任险, 保险数额不得低于 1 百万美元。在交货前, 卖方应向买方提供卖方已经购买了如上保险的证明, 且保险项目的变更应提前 30 天以书面方式通知买方。除非法律禁止, 卖方应要求保险公司放弃向买方、其分支机构及其管理人员、董事、股东、雇员和代理进行恢复或替换的权利。如上要求的实保金额不得被解释为对采购订单赔偿义务的限制或履行。

27 Confidentiality and Intellectual Property 保密和知识产权

27.1 All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of Purchaser; or (b) Supplier will design, develop or create in connection with this Purchase Order; with respect to clause (a) and (b) both as to individual items and a combination of components and whether or not completed as well as all derivatives of items in clauses (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Purchaser. All Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to Purchaser, with Purchaser having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Purchaser as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to Purchaser all right, title and interest therein.

全部信息, 包括但不限于(a)买方或代表买方已经或将提供给卖方的; 或(b)卖方将设计、发展或创造的与采购订单有关的规格、样品、图纸、材料、商业秘密、设计、工艺和其他技术、商业和财务信息应视为买方的秘密信息,

无论是完整的(a)和(b)或其衍生, (a)或(b)二者满足其一或同时满足(a)和(b)均可。因职务工作或在提供服务过程中产生的秘密信息及其权利归买方所有, 即买方有权以自己名义或为自身利益获取、持有和延期专利、著作权、登记或其他合适的保护。鉴于保密信息的排他性所有权未必初始即归买方所有, 卖方不可撤销地将全部权益受让、转移给买方。

27.2 Purchaser's Confidential Information will remain the property of Purchaser, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Purchaser upon the earlier of Purchaser's written request or completion of this Purchase Order. If, with Purchaser's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Purchaser for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Purchaser's purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

买方的保密信息为买方财产; 除非为履行采购订单, 卖方不得使用该保密信息; 卖方不得披露该保密信息, 且在采购订单完成后或根据买方书面通知(依据二者中时间较早者), 返回给买方。如卖方经买方书面同意, 将保密信息提供给下级供应商, 下级供应商应当承担与此处一致的保密义务, 同时卖方仍应对下级供应商的违约行为承担责任。卖方不得向任何第三方披露、描述或交流买方购买订单货物的事实, 采购订单的期限, 与采购订单有关的讨论、协商的内容, 或任何一方依据采购订单履行的义务。

27.3 Supplier acknowledges that Purchaser is the owner of all right title and interest in, and to, any trademarks used in the provision of the Goods (the "Trademarks"). All goodwill resulting from the use of the Trademarks by Supplier, including any additional goodwill that may develop because of Supplier's use of the Trademarks, will inure solely to the benefit of Purchaser, and Supplier will not acquire any rights in the Trademarks except those rights specifically granted in this Purchase Order or a writing signed by Purchaser. Supplier will

use the Trademarks in strict conformity with this Purchase Order, Purchaser's directions and with Purchaser's corporate policy regarding trademark usage. Supplier shall not (a) use the Trademarks in any manner likely to diminish their commercial value; (b) knowingly use any name, domain name, logo or icon likely to cause confusion with the Trademarks; (c) make any representation to the effect that the Trademarks are owned by Supplier rather than Purchaser; (d) file or obtain, or cause any third party to file or obtain, any applications or registrations or domain names for the Trademarks or any terms confusingly similar to the Trademarks; or (e) challenge the validity of Purchaser's ownership of the Trademarks. Supplier further will not at any time, either during the term of or after the expiration of this Purchase Order, contest the validity of the Trademarks or assert a claim or any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto.

卖方知晓买方是订单货物全部商标(“商标”)的权利人。因卖方使用该商标产生的商誉, 或因卖方使用该商标而产生而进一步产生的商誉, 均归买方所有。除依据采购订单或买方授权, 卖方不享有任何商标权。卖方应严格按照采购订单、买方指示和买方有关商标使用的公司规定使用商标。卖方不得(a)以贬损商标价值的方式使用商标; (b)故意使用与该商标近似的名称、域名、标志或形象; (c)做出任何陈述能够造成商标属于卖方的影响; (d)申请或取得或让第三方申请或取得与商标一致的注册或域名或其他容易与商标混淆的形象; (e)质疑买方对商标所有权的有效性。卖方无论在采购订单存续期间或完成后均不得质疑商标的有效性或主张要求使用商标或任何容易造成混淆的其他商标生产、销售或许诺销售任何产品。

28 Audit 审计

28.1 Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this Purchase Order. Supplier will permit Purchaser's auditors to have access at all reasonable times to Supplier's books and other pertinent records and Supplier will require each of its sub-tier suppliers to do likewise with respect to their books and records. Supplier and each sub-tier supplier will also furnish other information as may be needed by Purchaser's representatives in auditing compliance.

卖方应留存能够反映卖方遵守采购订单的详细记录。卖方应允许买方审计人员在合理时间获

取卖方的账簿和其他有关记录，卖方对其下级供应商应做类似要求。卖方及各级供应商应按照买方代表的要求提供其他信息以遵守审计规定。

28.2 Purchaser may perform audits up to two years following completion of this Purchase Order. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or Purchaser, as the case may be. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

买方在采购订单完成后两年内仍然可以要求审计。如审计结果显示，卖方提供的发票有任何错误，即应当对该张发票及后续发票做相应调整，并根据实际情况支付卖方或买方相应数额。卖方应立即纠正审计过程中发现的错误。

29 Assignment and Subcontracting 转让和转包

Supplier will not assign this Purchase Order or any rights or obligations hereunder or subcontract all or any material aspect of the work called for hereunder without the prior written approval of Purchaser. Any assignment without Purchaser's written approval will be voidable at the option of Purchaser. Purchaser may assign this Purchase Order or any of its rights or obligations hereunder to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon notice to Supplier.

卖方未经买方书面许可不得将采购订单或任何权利或义务或任何实体性工作转让给第三方。任何未经买方书面许可的转让均可被买方撤销。买方不经卖方书面允许可将采购订单或任何权利或义务转让给其分支机构或其资产或生产线的购买人或继承人，仅通知卖方即可。

30 Relationship of Parties/Independent Contractor 合同方的关系 / 独立合同方

Nothing in this Purchase Order will be construed to place Supplier and Purchaser in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and, except as expressly set forth herein, nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier retains the right to exercise full control of, supervision over and

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responsibility for Supplier's performance hereunder, including the employment, direction, compensation and discharge of Supplier's personnel, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

采购订单并不使得买卖双方构成代理、雇佣、特许、合资或合伙关系。任何一方均无权按照如上关系限制或要求另一方,且除非本协议明确规定,采购订单并未授予或意图授予任何第三方任何权利。任何一方不得做相反陈述。双方同意卖方系作为独立合同方履行采购订单的义务。卖方保留控制、监督及对其如下行为负责的权利,包括雇佣、管理、解雇和赔偿员工,并遵守员工的补偿、失业、残疾保险,社会保障,代扣税款和其他法律、法规和政府强制性规定。

31 Compliance with Laws and Integrity 合法和诚信

31.1 Supplier will comply with all applicable national, international, state/provincial and local laws, regulations, ordinances and directives including without limitation those related to the environment, health and safety, and Purchaser's Code of Business Conduct ("Code") in performing this Purchase Order. In addition, and to the extent Purchaser and its suppliers are required to comply with codes of conduct of Purchaser's customers Supplier will also comply with those codes of conduct. Supplier will maintain an integrity and compliance program acceptable to Purchaser and its customers and effective in preventing and correcting ethical violations and in maintaining compliance with laws.

履行采购订单时,卖方应遵守所有可适用的国家的、国际的、州或省和地方的法律、法规、条例和命令,包括但不限于与环境、健康和安方面有关的,以及与买方的商业行为准则(“准则”)有关的规定。另外,如买方及其供应商被要求遵守买方的客户的商业行为准则,卖方还须遵守该等行为准则。卖方应具备一个买方以及买方客户可接受的且能够有效防止和纠正违反道德准则行为的诚信和合规计划。

31.2 Supplier shall maintain quality management standards pursuant to ISO/TS, QS or other related standards. to ensure, among other things, the Goods are safe, reliable and of good quality pursuant to applicable industry standards.

卖方应实施符合 ISO/TS, QS 或其他有关标准的质量管理标准以确保依据适用的行业标准货物是安全的,可靠的且质量良好。

31.3 Goods furnished under this agreement will have been produced in compliance with all applicable governmental and regulatory requirements including, without limitation, the Hazard Communications Standard (MSDS) of the Occupational Safety and Health Administration, the Ozone Depleting Chemical Restrictions of the United States Environmental Protection Agency, and the restrictions set forth in the Montreal Protocol on ozone-depleting substances.

本协议项下的货物应按照全部可适用的政府性或监管性要求进行生产，包括但不限于：职业安全健康管理局的危害通讯标准（MSDS），美国环境保护局耗蚀臭氧物质的限制性规定，以及《蒙特利尔议定书》对耗蚀臭氧物质的限制性规定。

31.4 Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with this Purchaser Order. 卖方保证卖方依据法律、法规自采购订单生效日提供的与采购订单有关的陈述和证书是准确的，最新作出且完整的；且据卖方所知，没有任何人收受与本采购订单有关的回扣或非法的报酬。31.5 Supplier agrees to provide Purchaser, within five (5) business days of Purchaser's request, written certification stating the extent of Supplier's compliance with this Section 31.

卖方同意应买方要求在 5 个工作日内向买方提供书面证明以说明卖方对第 31 条之规定的遵守程度。

31.6 If this order is issued under a U.S. Government contract or subcontract the provisions set forth in Purchaser's government requirements contract are incorporated herein by reference as though fully set forth.

如采购订单系依据美国政府合同或下级合同下达，前述的合同条款应在此处引入以供参考。

31.7 Supplier agrees to comply with any End of Life Vehicle (ELF) laws or regulations or Purchaser or its customers' requirements related to eliminating or controlling restricted substances in the Goods including, but not limited to, compliance with the Global Automotive Declarable Substance List (GADSL) requirements and data entry of materials in Supplier's Goods into the International Material Database System (IMDS). Information on GADSL may be obtained at <http://www.gadsl.org>.

卖方同意遵守 End of Life Vehicle (ELF)的法律规定或，买方或买方客户关于消除或控制货物中限制物的要求，包括但不限于遵守 Global Automotive Declarable Substance List(GADSL)的要求和将卖方货物的材料数据输入 International Material Database System(IMDS)。

GADSL 的信息可在 <http://www.gadsl.org> 获取。

32 Applicable Law and Forum 适用法律和管辖

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Illinois, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the federal or state courts located in Cook County, Illinois.

采购订单的履行和解释应受美利坚合众国伊利诺伊州法律管辖，无论冲突法的原则和法律如何规定，也排除 1980 International Sale of Goods 国际公约（及其修正案）的管辖。买卖双方之间的任何争议应由位于伊利诺伊州库克郡的联邦或州法院享有排他管辖权。

33 Remedies 救济

All Purchaser remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Purchaser at law or in equity.

采购订单中对买方的救济是对按照法律规定或对等原则买方应当享有的其他权利和救济的补充规定，并非对买方救济方式的限制。

34 Notices 通知

Any "notices" required by or otherwise relating to this Purchase Order must be in writing. Notices to the parties will be sent to their respective addresses appearing on the face of this Purchase Order. Notices must be delivered personally; or delivered by recognized overnight courier; or mailed certified first class mail, postage prepaid; or sent by facsimile transmission to the facsimile number provided by Purchaser or Supplier respectively; or sent by electronic transmission (email) with proof of delivery. Any Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or electronic transmission.

采购订单要求的、或与采购订单有关的通知应当采用书面方式。通知应当发送至采购订单中列明的地址。通知应当派专人递送；或由公认的隔夜

快递公司递送；或按照第一类邮件预付款邮递；或发送至采购订单中列明的传真号码；或通过电子邮件发送并保存发送证明。通知在由专人递送时，送达当日即为送达日；通知通过邮寄送达时，投递后三个工作日即为送达日；通知通过传真或电子邮件送达时，收到对方的确认回执后，即为送达日。

35 Publicity 公开

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Purchaser.

任何与采购订单有关的新闻稿、公告、广告或任何其他披露行为，除非系出自履行本采购订单其他义务之必要，应事先取得买方的书面同意。

36 Headings and Captions 标题和说明

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

标题和说明系为引用之方便，并不改变采购订单中任何条款的意思和解释。

37 Waiver 放弃

The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

任何一方未能执行采购订单中的任何条款，不得被解释为对该条款执行的放弃，亦不得影响该方以后执行该条款的权利。

38 Severability 可分割

If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from this Purchase Order; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

如本采购协议的任何条款被认定为违反法律规定、无效或无法执行，该条款即可从采购订单中分割出来；采购订单中的其他条款应持续有效，同时可用一个相似的合法有效和可执行的条款替代被分割的条款。

39 Supply Chain Security 供应链安全

Supplier will implement the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against

Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program.

卖方应实施货物进口国采用的供应链安全计划，如美国的海关-商贸反恐联盟(C-TPAT)或加拿大的Partners in Protection (PIP) Program 中的商业伙伴准则。

40 Conflict Mineral Reporting 冲突背景矿物质报告

Purchaser supports the disclosure of conflict minerals pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as may be amended from time to time (“Act”) designed to ensure that specified metals, specifically, gold, tin, tantalum and tungsten, are not being sourced from mines situated in the Democratic Republic of the Congo and surrounding countries (“DRC”). In this regard, Purchaser may from time to time request certain information from Suppliers concerning the origin of metals that are used in the manufacture of Goods. Supplier agrees to submit to Purchaser, within fifteen (15) days of Purchaser’s written request, any and all information, documents and certifications reasonably required by Purchaser to accurately complete and fulfill conflict mineral reporting obligations, including Supplier certifications that the Goods are DRC “conflict free” as defined under the Act. Purchaser’s conflict minerals policy and Supplier’s obligations are subject to change and Supplier agrees to reasonably cooperate with any good faith inquiry related to Purchaser’s conflict minerals policy.

买方支持依据旨在确保不采购来自刚果共和国及其周边国家的(“DRC”)特定矿物质，分别为黄金、锡、钽和钨的Dodd-Frank Wall Street Reform 第 1502 条 和实时修订的 2010 年 Consumer Protection 法案，披露来自冲突社会背景的矿物质。为此，买方可随时要求卖方提供与用于生产货物的金属的来源有关的信息。卖方同意在收到买方书面通知后 15 日内，向买方提供全部买方合理要求的全部的信息、文件和证书，包括卖方证明订单货物不含有来自冲突背景的矿物质的证明书，以充分履行其冲突背景矿物质报告义务。买方的冲突背景矿物质政策和卖方的义务可实时修改，且卖方同意配合与买方冲突背景矿物质政策有关的调查。

41 Survival 持续有效

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance, Price, Price: Most Favored Customer and Meet or Release, Spare Parts Pricing, Invoicing

and Payment, Setoff, Warranty, Recall, General Indemnification, Intellectual Property Indemnification, Insurance, Confidentiality and Intellectual Property, Audit, Applicable Law and Forum, Publicity, and Survival.

采购订单的条款依据其性质在采购订单终止或履行完毕后仍具有约束力，包括但不限于如下条款：进口/关税条款，价格条款，价格：最惠客户和满足或终止条款，备用件价格条款，发票和付款条款，抵消条款，质量保证条款，召回条款，一般赔偿条款，知识产权赔偿条款，保险条款，保密和知识产权条款，审计条款，适用法律和管辖条款，公开条款和持续有效条款。

General Terms and Conditions can be found at <http://www.uci-fram.com/supplier.html>.

一般条款参见 <http://www.uci-fram.com/supplier.html>。