

购买订单条款和条件

PURCHASE ORDER TERMS AND CONDITIONS

1. 定义。本文件中使用的下列词语应具有下述含义：

(a) “购买订单”或“订单”指本购买订单，包括本《购买订单条款和条件》。卖方与买方之间与货物有关任何其他书面购买协议特此纳入本《购买订单条款和条件》。

(b) “买方”指依据本订单购买货物的买方，视情况，为 PCT International, Inc. 或者其一家子公司或关联公司。

(c) “卖方”、“供方”、“出租方”或“许可方”指依据本订单提供货物的一方。

(d) “货物”指卖方依据本订单向买方提供的标的物，包括但不限于下列各项：(1)“工作”、“材料”、“物品”、“交付物”、“货物”、“资料”和服务或其任何组合，无论是有形的还是无形的；及(2) 按照买方与出租方或许可方签署的租约或许可协议（附于本订单并作为本订单一部分）出租或许可的标的物。

(e) “损失”指任何或所有下列各项：索赔、责任、损害、损失或费用（包括合理的律师费和其他诉讼费用）。

1. DEFINITIONS. As used herein, the following terms shall have the meanings set forth below, whether or not capitalized.

(a) "Purchase Order" or "order" means this purchase order, including these Purchase Order Terms and Conditions. Any additional written purchase agreements between Seller and Buyer with regard to the Supplies are hereby incorporated into these Purchase Order Terms and Conditions.

(b) "Buyer" means the buyer that purchases under this order, being PCT International, Inc. or a subsidiary or affiliate of PCT International, Inc. as the case may be.

(c) "Seller" or "vendor" or "lessor" or "licensor" means the party furnishing the Supplies under this order.

(d) "Supplies" means what Seller furnishes Buyer under this order and includes, without limitation, the following: (1) "the work", "materials", "articles", "deliverable items", "items", "data", and "services", whether tangible or intangible, or any combination thereof; and (2) what is leased or licensed, pursuant to the lease(s) or license(s) signed by both Buyer and the lessor or licensor if attached to and made a part of this order.

(e) "Loss" means any or all of the following: claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and expenses and other legal costs).

2. 承诺。本订单构成一份要约，在卖方确认本订单或者开始履约后，按照其所载条款和条件成为有约束力的合同。对于卖方在接受本订单时提出的任何不同的、相冲突的或者额外的条款，买方不予认可，并且除非买方明确书面承认，任何上述条款均为无效。即使卖方出具有任何条款和条件的任何确认函、发票或其它文书，即使买方接受了任何货物或者支付了任何货款或者作出任何类似行动，买方从卖方收到的每一批货物应被视为仅仅依据本订单中所载的条款和条件，经买方签署的旨在修改本订单或其他书面协议的书面文书除外。

2. ACCEPTANCE. The order constitutes an offer which shall become a binding contract upon the terms and conditions herein set forth upon acceptance by Seller either by acknowledgement of this order or commencement of performance. Buyer objects to any different, conflicting or additional terms proposed by Seller in the acceptance of this order, and no such terms shall be effective unless expressly accepted by Buyer in writing. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained in this order, except by such written instrument modifying the order or other written agreements, signed by Buyer, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form issued by Seller and notwithstanding Buyer's act of accepting or paying for any shipment, or similar act by Buyer.

3. 价格。卖方声明，本订单中所载的价格、条件、保证及利益应等同于或优于向卖方的任何其他客户提供的相同或类似货物。如果卖方在本订单前直至执行完毕本订单后一年内以较低价格、更优惠条件、更优惠保证或者更优惠利益向任何其他客户提供本订单中所载的任何货物或服务，

则买方也应获得该优惠，并且该优惠应溯及以往的交易有力及对今后的交易有约束力。如果双方商定对任何货物采取新价格，则新价格应适用于买方在新价格生效之日后下达的所有购买订单；但是，如经双方约定，新价格还应适用于买方在新价格生效之日前订购的、但尚未交付的产品。买方可自行决定将卖方欠付买方的任何金额抵销其应付给卖方的同等金额，无论该金额于何时到期应付。

3. PRICES. Seller represents that the prices, terms, warranties, and benefits contained in this order are comparable to or better than those offered to any other customer of Seller for items which are the same or substantially similar. Buyer shall receive the benefit prospectively or retrospectively if Seller offers any item or service included in this order to any other customer at a lower price, more favorable terms, more favorable warranties, or more favorable benefits up to one year after completion of this order. If the parties agree upon a new price for any Supplies, the new price shall apply to all purchase orders issued by Buyer after the day when the new price is effective; however, if the parties agree, the new price shall also apply to those undelivered Products that were ordered by Buyer before the day when the new price is effective. Buyer may, in its sole discretion, deduct and offset any amount owed by Seller to Buyer from and against its equivalent amount payable to Seller, regardless of when the amounts are due.

4. 包装和装运。所有货物须按照良好的商业惯例进行妥善保存、搬运、包装及准备装运，包括保护货物免受损失或损害，尽量降低运输费用，并遵守买方指定的承运人的要求、买方的指示及政府法规的要求。买方的订单号码应在与上述货物有关的所有文件和通信中载明。装运的货物应附有装箱单，装箱单应载明订单号码、买方件号、卖方型号、装运货物说明、装运数量以及订单中规定的或者买方另行要求的任何其他信息。对于没有装箱单的货物，应以买方清点的数量或重量为准。对于因卖方未遵守买方的包装、装运、路线和交货指示而引起的所有额外运费及其他费用，卖方应承担责任。除非买方另行同意，卖方在任何情况下均不得进行分批装运。

4. PACKING AND SHIPPING. All items shall be suitably preserved, handled, packed and prepared for shipment in conformance with good commercial practice, including to protect the Supplies from any Loss or damage, to secure the lowest transportation cost, and to comply with the requirements of carriers designated by Buyer, Buyer's instructions and government regulations. Buyer's order number shall appear on all documents and correspondence relating to these items. Packing lists shall accompany the items, and shall include the order number, Buyer's part number, Seller model number, description of items shipped, quantity shipped and any other information called for in the order or otherwise requested by Buyer. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list. Seller shall be liable for all excess transportation and other charges resulting from Seller's failure to comply with Buyer's packing, shipping, routing and delivery instructions. Unless otherwise agreed by Buyer, Seller shall in no event make partial shipments.

5. 交付；其他卖方义务。卖方应于本订单规定的日期或者期限内或者按照买方的指示，在本订单规定或者买方另行指定的交货地点交付货物。构成本订单一部分的交货期限属于重大的、实质性条款。时间是本订单的关键要素。除非另行书面同意，否则卖方不应超出买方交货期限的要求，承诺购买过多原料或作出超前的生产安排。如卖方未严格按照本订单所载的交货条件交货，除了其他权利或救济之外，买方还可要求卖方通过最快捷的方式交货并预付及承担因更贵的运输引起的完全费用，或者撤销本订单的全部或任何部分。如果预计延误交货，卖方应及时通知买方，买方可要求卖方通过替代方式进行运输，以加快交货速度。每迟延一天，买方应有权按照迟延交付货物总价款的1%收取违约金。此外，卖方还应因迟延交货给买方及买方的任何客户造成的任何额外的费用和损害（包括买方因迟延交货而应向其客户支付的违约金）承担责任。在买方收到并验收货物之后，该货物方可视为已经完成交付。对于提前交货以及超量交货，买方可自行决定予以拒收并退回卖方，费用由卖方承担，也可自行决定留作将来应交付货物的替代品。卖方应负责自担风险和费用，取得生产、销售、装运和交付货物所需的任何许可、批准和授权。对于因卖方未取得该许可、批准和授权而导致买方直接或间接发生的所有损失，无论是附带还是间接的损失，卖方应对买方负责。卖方应自付费用，按照良好的商业惯例以及买方提出的合理要求，向买方提供运输单据、交货证明、所有权凭证以及与货物有关的

其他单据，包括装箱单、提单（如适用的话）、仓单（如适用的话）。卖方应对因卖方未提供上述单据而导致买方直接或间接发生的所有损失（无论是附带的还是间接的损失）负责。买方是否应履行付款义务，将取决于买方收到卖方开具的相应数量的货物正式发票。经买方要求，卖方应向买方提供投保所需的资料。

5. DELIVERY AND OTHER OBLIGATIONS OF SELLER.

Seller shall deliver the Supplies on the date or within the period specified in this order or otherwise instructed by Buyer at the place of delivery specified in this order or otherwise designated by Buyer. Any delivery schedule made a part of this order is an important, material condition; time is of the essence of this order. Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. If Seller does not comply with Buyer's delivery schedule, Buyer may, in addition to any other rights that Buyer may have under this order, require delivery by fastest way, charges resulting from the premium transportation to be fully prepaid and absorbed by Seller or cancel all or any part of this order for Seller's failure to deliver in strict accordance with the delivery terms set forth herein. Seller shall promptly notify Buyer of any anticipated delay in the delivery date and Buyer may require Seller to ship by alternate means in order to expedite delivery. Buyer shall be entitled to [1%] of the total payment price of the delayed Supplies for each day of delay and additionally, Seller shall be liable for any additional costs and all resulting damages to Buyer and any customers of Buyer occasioned by the delay including the damages paid by Buyer to its customers due to the delay. Delivery shall not be deemed to be complete until the items have been received and accepted by Buyer. Advance and excess shipments may at Buyer's option be rejected and returned to Seller at Seller's expense or retained as substitution of Supplies to be delivery. Seller shall be responsible for obtaining at its own risk and expense any licenses, permits and authorization for manufacturing, selling, shipping, handling and delivering the Supplies. Seller shall be liable for all Losses incurred by Buyer, directly or indirectly, incidental or consequential, arising from Seller's failure to obtain such licenses, permits and authorization. Seller shall provide Buyer at Seller's expenses with the transport document, proof of delivery, proof of title and other documents related to Supplies in accordance with good commercial practice and reasonable request of Buyer, including packing list, invoice, bill of lading if applicable, delivery order if applicable. Seller shall be liable for all Losses incurred by Buyer, directly or indirectly, incidental or consequential, arising from Seller's failure to provide such documents. Buyer's obligation to pay shall depend on proper issuance and receipt of corresponding amount of official invoice for the Supplies. Seller shall provide Buyer upon its request with the necessary information for procuring insurance.

6. 风险和所有权转移。 卖方应承担交付货物及买方接受货物之前货物损毁灭失的全部风险以及与货物有关所有费用、关税、税款及其他收费，包括保存、检查货物质量、称重、计算数量、搬运、包装、打包、装运、卸货的费用和政府收费。除非经买方书面授权，否则不允许有超出本订单所列价格的任何保险或超值运费。货物的所有权自交付时转移。

6. TRANSFER OF RISKS AND TITLE. Seller shall bear all the risks of damage and loss of the Supplies and pay all the costs, duties, taxes and other charges relating to the Supplies, including costs for preserving, checking quality, measuring, weighing, counting, handling, packaging, packing, shipping, unloading, government charges until delivery and acceptance of the Supplies by Buyer. No insurance or premium transportation costs beyond the price listed in this order will be allowed unless authorized by Buyer in writing. Title of the Supplies shall pass to Buyer from the point of delivery.

7. 保证。 卖方保证，按照本订单交付的所有货物应严格遵守本购买订单以及适用的规格（包括但不限于性能、材质、尺寸、外观、响应时间等）、图纸、样品及技术文档，应在材料和工艺方面不存在任何瑕疵（包括隐蔽的瑕疵），在设计和技术方面不存在任何瑕疵，并适于预期用途，并且不存在任何权利主张、产权权利负担、担保物权（包括留置权）。本保证在检验、交付及付款之后应继续有效、适用于买方、其继承人、受让人、客户及货物的用户，并且不得被视为已包含全部保证内容。如果双方商定货物的某个保证期限，则本保证应在该保证期内有效。对于因违反与所购买的货物有关的任何保证而导致买方发生或遭受的任何损害和损失、间接和附带损害，包括但不限于收入或利润损失、人工成本增加以及退回、更换或修理向买方客户提供的包含有缺陷货物的产品的费用，卖方应对买方、买方的关联公司、买方的客户、代理人、员工以及买方担任

其代理人的其他方进行赔偿，为其进行辩护，并使其免受损害。对于在缺陷货物的搬运、检验、退回、更换和报废过程中发生的所有费用，包括与相关成品、包装、搬运及装运有关的所有费用，卖方应及时对买方进行补偿，并且卖方应承担所有上述货物的损失风险。如果任何货物被发现在接受之前的任何时间或者在适用保证期内存在材料或工艺缺陷，或者不符合本订单的要求，则买方（除了其依据保证条款或其他条款可能享有的任何其他权利外）还可自行决定：(1) 纠正或安排他人纠正不合格之处，费用由卖方承担，或(2) 拒收并退回该货物或其它应交付产品，费用由卖方承担，未经买方正式书面授权，上述货物或其它应交付产品不得予以更换。如果买方选择更换或修理不合格货物，卖方应在买方要求的合理时间内交付经更换或维修的货物。买方无义务支付不合格货物的价款。

7. WARRANTY. Seller warrants that all supplies delivered pursuant to this order shall strictly conform with this Purchase Order and the applicable specifications (including without limitation information on functional performance, material content, size, appearance, response times, etc.), drawings, samples and technical documents, shall be free from all defects in material and workmanship, including latent defects, shall be free from defects in design and technology and suitable for their intended purpose, and shall be free from all claims, encumbrances, security interest including liens. This warranty shall survive inspection, delivery and payment, shall run to Buyer, its successors, assigns, customers and the users of the items and shall not be deemed to be exclusive. If the parties agree to a warranty period for any Supplies, this warranty shall be effective throughout such warranty period. Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, Buyer's customers, agents, employees and those for whom Buyer may act as agent harmless from all damages and Loss, including consequential and incidental damages, incurred or sustained by Buyer by reason of any breach of any warranty with respect to the Supplies purchased, including but not limited to lost revenue and lost profits, additional labor costs, additional costs of materials and expenses to return, replace or repair defective products supplied to Buyer's customers. Seller shall promptly reimburse Buyer for all expenses incurred in the handling, inspection, return, replacement and scrapping of defective items, including all costs associated with the related finished product, packaging, handling, and shipment, and Seller shall bear the risk of loss on all such items. If any of the supplies are found at any time prior to acceptance or within the applicable warranty period to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer (in addition to any other rights which it may have under warranties or otherwise) may at its option (1) correct or have corrected the nonconformity at Seller's expense, or (2) reject and return such supplies or other deliverable items at Seller's expense, such supplies or other deliverable items not to be replaced without suitable written authorization from Buyer. If Buyer opts for replacement or repair of non-conforming Supplies, Seller shall deliver the replacement or repair within reasonable time required by Buyer. Buyer shall not be obligated to pay for any non-conforming Supplies.

8. 变更。 买方可随时书面要求对本订单进行变更，包括但不限于对规格、包装、装运、数量、交货期限及其他事项的变更。如果任何上述变更导致履约成本或者履约所需时间发生增减，卖方应立即通知买方。如需进行公平调整，应在买方发出有关变更的书面要求后 30 天内提出。除非经买方书面授权，否则不得对规格、包装、装运、数量、交货日期及其他事项收取任何额外费用或者进行任何额外变更。

8. CHANGES. Buyer may at any time request in writing changes to this order including but not limited to the specifications, packing, shipment, quantities, delivery schedules, and other matters. If any such change causes an increase or decrease in the costs of or the time required for performance, Seller shall immediately notify Buyer. Any request for an equitable adjustment must be made in writing within 30 days from the date of Buyer's written request for the change. No additional charge or change in the specifications, packing, shipment, quantities, delivery schedules, and other matters will be allowed unless authorized by Buyer in writing.

9. 工具、材料和无形财产。 除非本订单另有规定，卖方在履行本订单过程中开发或创作的任何物品、工具、材料、资料、技术信息及知识产权应属买方财产，并且卖方应标明其为买方财产。如任何作品包含可申请著作权或专利的标的，则该作品应被视为受买方委托开发或创作的作品，且买方拥有该标的的所有权和任何权益，包括著作权、专利申请权和专利权。卖方特此将上述作品的所有权利、产权、权益，包括其中的著作权、专利申请权、专利权，转让给买方。买方同意签署任何有用的或者必要的文件，以使买方确立、保持、行使或执行其对上述作品的权利、产权和权益。卖方在履行本订

单过程中占有或控制的任何上述财产应被视为受买方委托作有偿保管，风险由卖方承担，仅可用于按照本订单条款生产或交付货物，并且买方可随时处分上述财产。经买方提出书面要求，卖方应将所有该财产交付给买方，风险和费用由卖方承担。卖方应对其占有的上述工具、材料和无形财产有关的所有损失负责，并且对该损失充分投保。卖方应在工具、材料和无形财产上明确标注归买方所有，并应在卖方工厂内分开存放。卖方不得对上述工具、材料和无形财产设立任何产权负担，也不得为任何第三方利益而使用上述工具、材料和无形财产。买方保留对其向卖方提供的任何物品、工具、材料、资料、技术信息和知识产权的所有权，并且卖方应按照买方的书面指示处置或向买方退还上述各项。未经买方事先明确书面授权，卖方不得复制买方提供的物品、工具、材料、资料、技术信息和知识产权。买方不保证其提供的任何工具的精确性。

9. TOOLS, MATERIALS AND INTANGIBLES. Unless otherwise provided herein, any items, tools, materials, data, technical information, and intellectual property developed or created by Seller in the performance of this order shall become and shall be identified by Seller as property belonging to Buyer. In the case of works that contain copyrightable or patentable subject matter, such works shall be considered works made for hire on behalf of Buyer and Buyer shall have the ownership, title, rights and interest to such subject matter, including copyright, right to apply for patent and patent. Seller agrees to execute any documents useful or necessary for Buyer to establish, preserve, perfect or enforce its rights, title and interest in such works. Any such property in the possession or control of Seller during the performance of this order shall be deemed as a bailment for hire on behalf of Buyer at Seller's risk, shall be used exclusively in the production or delivery of the Supplies by the terms of this order, and shall be subject to disposition by Buyer at any and all times. Upon written demand of Buyer, Seller shall deliver all such property to Buyer at Seller's risk and expense. Seller shall be responsible for all Loss with respect to such tools, materials and intangibles while in its possession and shall adequately insure against such Loss. Seller shall clearly mark the tools, materials and intangibles as those of Buyer and shall keep them segregated within Seller's plant. Seller shall not encumber such tools, materials and intangibles and shall not allow such tools, materials and intangibles to be used for the benefit of any third party. Buyer retains its ownership and title over any items, tools, materials, data, technical information and intellectual property it provided to Seller, and Seller shall dispose of or returned same to Buyer in accordance with Buyer's written instructions. Seller shall not reproduce the items, tools, materials, data, technical information and intellectual property provided by Buyer without prior express written authorization by Buyer. Buyer does not warrant the accuracy of any tooling furnished by it.

10. 遵守法律。 卖方保证，其已经并将严格遵照所有适用的联邦、州、国家、省及地方法律、法规、规章和命令生产本订单项下要求的货物以及提供所有本订单项下要求的物资、服务、履行义务。对于因卖方未完全遵守任何适用法律、法规、规章或命令的要求而导致买方发生的任何及所有直接或间接的开支，卖方特此同意对买方及其关联公司进行赔偿，为其辩护并使其免受损害。如经买方要求，卖方应进一步提供有关遵守上述法律的证明以及支持该证明的充分材料（无论是一般的或者具体的）。双方约定，法律规定纳入本订单的每项规定应被视为纳入本订单，如果任何该条款因过错或其它原因而未被纳入或者纳入有误，则应及时对本订单进行修改，以遵守法律并不影响任何一方在本订单项下的权利。卖方及其雇员或代理人不得直接或间接向买方的员工或买方的关联公司提出给付或者给付任何贿赂及/或其它不正当利益，包括但不限于折扣、佣金和不正当馈赠。

10. COMPLIANCE WITH LAW. Seller warrants that it has and will produce the Supplies and render all supplies, services and obligations required under this order in strict compliance with all applicable federal, state, national, provincial and local laws, rules, regulations and orders. Seller hereby agrees to indemnify, defend and hold Buyer and its affiliates harmless for any and all costs incurred by Buyer directly or indirectly by any failure of Seller to comply fully with the requirements of any applicable law, rule, regulation or order. Seller shall further provide certifications of such compliance and sufficient data to support such certifications, either generally or specifically, upon request of Buyer. It is agreed that each and every provision required by law to be inserted in this order is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted or incorrectly inserted, then this order shall promptly be amended so as to comply strictly with the law without prejudice to the rights of either party hereunder. Seller and its employees or agent(s) shall not, directly or indirectly, offer to give or

give to the employees of Buyer or Buyer's affiliates any bribes and/or other improper interests, including but not limited to discount, commission and unmerited presents.

11. 税款。 本订单中货物的价款应包括所有适用的国家、地方及其他税款、关税及费用，除非本订单另有规定。买方已具体承担缴纳义务的（并且在本订单中规定的）任何税款应在卖方发票中另行载明。卖方应接受买方提供的所有免税证明。

11. TAXES. The price of the Supplies in this order includes all applicable national, local and other taxes, duties, and fees, unless otherwise provided in this order. Any taxes that Buyer has specifically assumed the obligation to pay (and which are provided for in this order) shall be separately set forth on Seller's invoices. Seller shall accept all tax exemption certificates provided by Buyer.

12. 专利、商标、著作权和商业秘密赔偿。 卖方声明，依据本订单提供的货物不会侵犯任何中国或其他国家的专利、著作权、商标或商业秘密。对于因任何实际的或者声称的侵权而引起的任何及所有开支、损害和费用，卖方应对买方、买方的关联公司、买方的客户以及买方可能担任其代理人的其他方进行赔偿，为其辩护并使其免受损害。卖方进一步同意，经买方要求，卖方将按照订单价格外加与相关成品、包装、搬运及装运有关的所有费用，从买方回购上述不合格货物。

12. PATENT, TRADEMARK, COPYRIGHT AND TRADE SECRET INDEMNITY. Seller represents that the items furnished hereunder will not infringe upon any PRC, or foreign patent, copyright, trademark, or trade secret. Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, Buyer's customers, and those for whom Buyer may act as agent harmless from and against any and all costs, damages and expenses resulting from any actual or alleged infringement. Seller further agrees that upon the request of Buyer, Seller will repurchase such nonconforming items sold hereunder from Buyer at the order price plus all costs associated with the related finished product, packaging, handling, and shipment.

13. 保密及发明。 买方提供的所有资料、文件、材料和其他信息，包括图纸、规格、财务、营销及客户资料以及其他商业信息，以及其中体现的所有专有权利，均专属买方所有，不得为了履行本订单项下工作之外的目的予以使用、披露或复制。在任何时候，应按照买方的书面指示处理上述信息，或者在本订单完成之后立即退还给买方。未经买方明确书面授权，卖方不得以任何形式复制该信息。卖方应对信息和资料进行保密，未经买方明确书面授权，目前或今后均不得将该信息披露给任何人、企业、公司、买方或卖方的竞争对手或者实体。本订单中所载的任何条款不得解释为通过许可或其它方式授予或赋予对披露给卖方的任何专有及/或保密信息的任何权利。如果本订单规定买方须支付实验、开发或研究工作的费用，所有在本订单执行过程中构思或者首次实施的任何及所有发明均视为受委托所完成的发明，且买方拥有该等发明的所有权利、产权和权益，并且卖方同意以书面形式向买方充分披露任何该发明的详细情况。卖方向买方提供的、与货物购买有关的任何信息不得被视为保密信息，并且该信息的取得不得作为本订单对价的一部分予以限制，除非双方另行书面商定。买方特此通知卖方，本订单属买方的专有信息。除非买方具体书面授权，否则卖方不得与任何第三方讨论本订单。上述第三方包括但不限于买方的客户、买方的其他供应商、卖方的其他客户、卖方的供应商、公众或媒体。

13. CONFIDENTIALITY AND INVENTIONS. All data, documents, materials, and other information supplied by Buyer, including drawings, specifications, financial, marketing and customer data and other business information, and all proprietary rights embodied therein are exclusively reserved by Buyer and the same shall not be used, disclosed or reproduced for any purpose except for the performance of work under this order. Such information shall be disposed of at any time in accordance with Buyer's written instructions, or returned to Buyer promptly upon completion of this order. Seller shall not reproduce the information in any form without express written authorization by Buyer. Seller shall keep information and data confidential and secret, and shall not now nor hereafter disclose such information to any person, firm, corporation, competitor of Buyer or Seller, or entity without the express written consent of Buyer. Nothing contained in this order shall be construed as granting or conferring any rights by license or otherwise in any proprietary and/or confidential information disclosed to Seller. If this order involves payment by Buyer for experimental, development or research work, all the inventions conceived or first actually reduced to practice during

performance of this order shall be considered works for hire and Buyer shall have all right, title and interest in and to any and all such inventions, and Seller agrees to furnish Buyer with full written disclosure of the details of each such invention. Any information furnished by Seller to Buyer in connection with the purchase of the Supplies shall not be deemed to be confidential information and shall be acquired free from any restriction as part of the consideration for this order, unless otherwise agreed upon in writing by the parties. Seller is hereby notified that this order is proprietary information of Buyer. Unless specifically authorized in writing by Buyer, Seller shall not discuss this order with any third party. These third parties include without limitation Buyer's customers, Buyer's other vendors, Seller's other customers, Seller's vendors, the general public, or the media.

14. 转让。 未经买方事先书面同意，卖方不得全部或部分转让本订单或者本订单中的任何利益。

14. ASSIGNMENT. Neither this order nor any interest herein may be assigned, in whole or in part, by Seller without the prior written consent of Buyer.

15. 分包。 未经买方事先书面同意，卖方不得对本订单的任何部分进行分包，包括已完成的或者基本完成的货物或其主要部件。本订单中的任何条款不得被视为禁止卖方购买标准商业物品、原材料或者本订单中规定的其他物资，只要这些材料是卖方在正常经营过程中通常购买的。

15. SUBCONTRACTING. Seller shall not enter into a subcontract for any part of this order, including completed or substantially completed items or major components thereof, without Buyer's prior written consent. Nothing in this order shall be seen as prohibiting Seller's purchase of standard commercial articles, raw materials, or other supplies specified in this order if these are typically purchased by Seller in the normal course of business.

16. 终止。 除了第 17 条的规定的情况外，买方还可通过向卖方发出书面通知，不时全部或部分终止或中止履行本订单。在收到买方发出的有关此行动的通知之后，卖方应立即执行，并采取所有合理的措施，以避免就本订单发生任何额外费用。买方仅应就已经按照本订单完成并向买方交付的货物以及对截至终止日卖方合理的实际费用对卖方承担相应责任，上述费用仅限完全因本订单引起，不可从其他渠道获得补偿（如转售第三方）的费用。卖方应采取所有合理措施来避免因本订单发生任何额外费用。买方在任何情况下都不对卖方的预期利润损失或其它间接、附随或偶然的损失负责。

16. TERMINATION. In addition to the provision of Article 17, Buyer may terminate or suspend performance under this order in whole or in part from time to time by sending written notice to Seller. Upon receiving notice of such action by Buyer, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs under this order. Buyer's sole liability to Seller shall be for items completed and delivered to Buyer in accordance with this order and for Seller's reasonable actual costs to the date of termination, such costs being solely attributable to this order and not being recoverable from other sources including resale to third parties. Seller shall take all reasonable steps to avoid incurring any additional costs under this order. In no event shall Buyer be liable to Seller for loss of any anticipated profits or revenue or any other indirect, consequential or incidental damages.

17. 违约。 在下列情况下，买方可通过向卖方发出书面通知，终止本订单的全部或任何部分：

（1）卖方未按照交货期限交付货物；（2）卖方未履行本订单的任何条款；（3）已交付的货物不符合合同要求；（4）买方合理认为，卖方履行本订单的能力受到损害或削弱，或者经买方要求，卖方未对其未来履约提供担保或保证；（5）卖方资不抵债，或者申请破产，或者被申请破产，或者书面承认其无力偿还到期债务；（6）在破产程序中被指定管理人；或（7）卖方再次或者持续未在买方要求的合理期限内完成货物的更换或修理。买方可在其以违约为由而终止本订单之前，自行决定并仅通过书面形式规定一个期限，卖方可在该期限内纠正其违约行为。如买方因卖方违约而终止本订单，买方可追偿未接受的货物的已付货款，并可按照买方视为恰当的条件并以其视为恰当的方式从任何第三方采购类似货物。对于买方因采购类似货物而支付的额外费用，应由卖方承担。此外，对于买方遭受或发生的任何附带及间接损害，卖方应在减去因卖方违约而节省的费用之后，对买方负责。如买方未宣布违约，卖方应继续履行本订单。如卖方违约，本订单中载明的买方权利应为对买方其他权利的补充，并且买方有权寻求买方根据适用法律

法规可获得的所有救济。如买方未要求严格履行合同，不得构成对本订单任何条款的放弃或者对追究卖方任何其他违约的放弃。

17. DEFAULT. Buyer may, by written notice to Seller, terminate the whole or any part of this order if (i) Seller fails to make delivery of the supplies pursuant to schedule; (ii) Seller fails to perform any provisions of this order; (iii) supplies delivered do not conform to contractual requirements; (iv) in Buyer's reasonable opinion, Seller's ability to perform this order is endangered or impaired, or Seller fails to provide the security or guarantee for its future performance upon Buyer's request; (v) Seller becomes insolvent, files for bankruptcy or becomes the subject of bankruptcy proceedings or admits in writing its inability to pay its debts as they become due; (vi) an administrator is appointed in bankruptcy proceedings; or (vii) Seller fails a second time or continuously to complete the replacement or repair of the Supplies in the reasonable time requested by Buyer. Buyer may, at its sole option and only in writing, provide a period within which Seller may cure its default prior to Buyer's terminating the order for default. In the event that Buyer terminates this order for Seller's default, Buyer may recover so much of the price as has been paid for the Supplies not accepted and may procure, upon terms and in a manner as Buyer may deem appropriate, similar supplies from any third parties, and Seller shall be liable to Buyer for any excess cost for such similar supplies. In addition, Seller shall be liable to Buyer for any incidental and consequential damages sustained or incurred by Buyer, less expenses saved in consequence of the Seller's breach. Seller shall continue performance of this order to the extent a default is not declared by Buyer. Buyer's rights as set forth herein shall be in addition to Buyer's other rights in case of Seller's default, and Buyer shall be entitled to pursue any and all remedies available to Buyer under applicable laws and regulations. Failure of Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this order or waiver of any other default of Seller.

18. 赔偿。 对于下列各项，卖方同意对买方、买方的关联公司、买方的客户以及买方可能担任其代理人的其他方进行赔偿、为其辩护并使其免受损害：(1) 因卖方、其代理人、分包商、供应商或雇员在履行本订单过程中的作为或不作为而造成的人身伤害或死亡或者财产损失，从而引起的任何及所有主张和责任；(2) 卖方、其代理人、分包商、供应商或雇员在履行本订单过程中的作为或不作为造成或引起的任何其他损失；(3) 依据本订单购买的货物或者卖方提供的其他产品或材料造成或引起的任何损失，包括但不限于因使用或处置危险及/或有毒材料（上述材料应至少包括环保署认定为有害的所有材料）而造成或引起的任何损失；和(4) 卖方违反任何明示或默示的保证。如果卖方在本订单项下的工作要求卖方的代理人、分包商、供应商或雇员在买方场所或者买方任何客户的场所或者买方开展经营活动所在的任何地方开展工作，卖方应在开展该工作期间，采取所有必要的谨慎态度，防止发生任何人身伤害或财产损失。此外，对于卖方的代理人、分包商、供应商或雇员发生的任何伤害，卖方应对买方、买方的关联公司、买方客户以及买方可能担任其代理人的其他方进行赔偿，为其辩护并使其免受损害，并且卖方应维持足以保障买方免受任何适用法律、法规或规章项下任何权利诉求的公共责任险、财产损害险以及雇员责任和赔偿险。

18. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, Buyer's affiliates, Buyer's customers, and those for whom Buyer may act as agent harmless from (i) any and all claims and liabilities for injuries or death of persons or damages to or destruction of property any other Loss caused by or resulting from the acts or omissions of Seller, its agents, subcontractors, suppliers or employees in the performance of this order; (ii) any other Loss caused by or resulting from the acts or omissions of Seller, its agents, subcontractors, suppliers or employees in the performance of this order; (iii) any Loss caused by or resulting from the Supplies purchased under this order or other products or materials provided by Seller, including without limitation any Loss caused by or resulting from the use or disposal of hazardous and/or toxic materials, such materials to include at minimum all materials recognized by the Environmental Protection Agency as hazardous; and (v) any breach by Seller of any express or implied warranties. If Seller's work hereunder involves operations by Seller's agents, subcontractors, suppliers or employees on Buyer's premises or any of Buyer's customer's premises or any place where Buyer conducts operations, Seller shall take all necessary precautions to prevent the occurrence of any injury or damage to persons or property during the progress of such work. Further, Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, Buyer's customers, and those for whom Buyer may act as agent harmless for any injuries occurring to Seller's agents, subcontractors, suppliers or employees and Seller shall maintain public liability, property damage and employee's liability and compensation insurance sufficient to protect Buyer from any claims under any applicable law, statute, or regulation.

19. 检验和质量控制。 买方及其客户可在正常经营时间，在卖方生产或储存货物所在的任何场所对货物和生产流程进行检查。卖方应提供买方或其客户合理要求的、与该检查有关的所有设施和协助服务。在向买方装运货物之前，买方可对货物进行检查，并且有权进入卖方场所检查和移走买方任何财产。已在装运前检查的任何货物仍应在买方场所或者买方客户场所接受最终检验。卖方保证，货物的生产应始终遵守买方提供的、最新版本的质量要求、环境保护保证以及受限制材料要求以及任何技术文档、其补充或更新版本。经买方要求，卖方应提供其自己的质量标准、测试支持文件以及技术信息，由买方审核。

19. INSPECTION AND QUALITY CONTROL. Buyer and its customers may inspect during normal business hours the Supplies and manufacturing process at any site where Seller is conducting the manufacturing or storing the Supplies. Seller shall provide all facilities and supporting services reasonably required by Buyer or its customers in connection with such inspection. Buyer may inspect the Supplies prior to their shipment to Buyer and has the right to enter Seller's site to examine and remove any and all Buyer's properties. Any Supplies inspected prior to shipment shall still be subject to the final inspection on Buyer's site or on the sites of Buyer's customers. Seller warrants that the production of the Supplies shall at all times comply with the latest version of quality requirements, environmental protection warranties and restricted material requirements and any technical documentation, their complementary or updated versions provided by Buyer. Upon request by Buyer, Seller shall provide its own quality standards, testing supporting documents and technical information for Buyer's review and approval.

20. 修改；放弃。 除非经本订单双方以书面形式签署，否则对本订单的任何放弃或修改均为无效。如任何一方未执行其在本订单项下的权利，不得构成对该权利或任何其他权利的放弃。

20. MODIFICATION; WAIVER. No waiver or modification of this order shall be effective unless in writing and signed by both of the parties hereto. Failure of either party to enforce its rights under this order shall not constitute a waiver of such rights or any other rights.

21. 全部协议。 双方同意本订单应作为其协议的最后表述，并且构成协议条款的全部规定，无论对相同标的有任何先前或当前的口头或书面协议。

21. ENTIRE AGREEMENT. This order is intended by the parties as a final expression of their agreement and also as a complete and exclusive statement of the terms thereof, any prior or contemporaneous oral or written agreements as to the same subject matter notwithstanding.

22. 可分割性。 在认可可行的情况下，本订单的条款应按照使其依据适用法律有效和可强制执行的方式进行解释和释义。如果本订单的任何条款被认定为无效或不可强制执行，则该订单仅在要求的最小范围内无效或不可强制执行。双方应及时作出诚信努力，商定进行依法可强制执行的修改，以实现该无效或不可强制执行条款的商业目的，而任何其他条款应始终有效。

22. SEVERABILITY. Wherever possible, the terms of this order shall be construed and interpreted to be valid and enforceable under the governing law. If any provision of this order shall be determined to be invalid or unenforceable, such provision shall be invalid or unenforceable only to the minimum extent required, and the parties shall promptly attempt in good faith to agree on a legally enforceable modification that gives effect to the commercial objectives of the invalid or unenforceable provision, and every other provision shall remain in full force and effect.

23. 协议约束力。 本协议应符合双方及其各自承继人和获准受让人的利益，并对其有约束力。

23. AGREEMENT BINDING. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

24. 通知。 本协议项下的所有通知和通信应采用书面形式，包括通过传真、电子邮件、专人递送或者挂号邮件（邮资预付），或者通过国内或国际认可的隔夜快递，送达至本订单列明的双方地址。

24. NOTICE. All notices and communications hereunder shall be in writing, including by facsimile, email, hand delivery, or registered or certified mail, postage and fees prepaid, or via nationally or internationally recognized overnight courier to the respective addresses of the parties listed on this order.

25. 劳资争议通知。 一旦发生任何可能妨碍本订单及时履行的任何实际或潜在的劳资纠纷，卖方应及时将该情况通知买方。

25. NOTICE OF LABOR DISPUTES. Whenever any actual or threatened labor dispute exists which may delay the timely performance of this order, Seller shall promptly give Buyer notice thereof.

26. 管辖法律和争议的解决。 本购买订单的条款和履行适用中华人民共和国法律。因本订单引起的或者与本订单有关的任何争议，包括有关其存在、效力或终止有关的任何分歧，如未在任何一方向另一方发出有关争议的通知后 30 天内得到解决，则应提交至中国国际经济贸易仲裁委员会上海分会按照其在申请仲裁时有有效的仲裁规则（“规则”），在上海市进行有约束力的仲裁。如果规则的任何条款与本订单条款相冲突，则应以本订单条款为准。

26. GOVERNING LAW AND DISPUTE SETTLEMENT. The provisions and performance of this purchase order shall be governed by the laws of the People's Republic of China. Any dispute arising out of or in relation to this order, including any question regarding its existence, validity, or termination that is not resolved by the parties within 30 days of a notice of the dispute by either party to the other party shall be referred to arbitration by the China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for binding arbitration in Shanghai, conducted in accordance with the its arbitration rules (the "Rules") in effect at the time of the application for arbitration. If any provision of the Rules is in conflict with the provisions of this order, the provisions hereof shall prevail.