



一般采购条款和条件

本文件包含以下各项内容：(1) 附件一 – SRG Global, Inc.的生产资料一般采购条款和条件，及(2) 附件二 – SRG Global, Inc. 我方工厂的设备、非生产资料、服务及工作的一般采购条款

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SRG GLOBAL**生产资料一般采购条款和条件**

简介：本条款和条件适用于直接用于向我方客户供应的货品生产的零部件、材料和应用服务。例如，包括零部件和成品（例如夹子、徽章、紧固件、注塑模具和原材料（如化学品、涂料、树脂、金属））。如你方是其他产品或服务的供应商，包括办公用品、医疗保健用品、电脑、模具、挤型模具、生产设备、资本设备以及建筑物本身，则这些条款和条件不适用，并完全被《SRG Global 的设备、非生产资料、服务和工作一般采购条款和条件》（附件二）所替代。

1. 合同

- 1.1 **要约和承诺。**每一份采购订单或每一份经修改的采购订单（“**订单**”）都是采购订单所指的**法律实体**（“**买方**”）为采购订单中所指货物（“**产品**”）或服务（“**服务**”）而向卖方发出的要约。凡发生以下任一情况的，将视为卖方已接受订单：

General Terms and Conditions of Purchase

This document contains each of the following: (1) Attachment A – SRG Global, Inc.’s General Terms and Conditions of Purchase of Production Goods and (2) Attachment B – SRG Global, Inc.’s Terms and Conditions of Purchase of Equipment, Non-Production Goods, Services and Work at Our Plant

SRG GLOBAL**GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRODUCTION GOODS**

INTRODUCTION: *These terms and conditions apply to the purchase of components, materials and applicable services directly used in the production of goods supplied to our customers. Examples include components, finished goods such as clips, badges, fasteners, or injection molding and raw materials such as chemicals, paint, resins, and metals. If you are a supplier of any other goods or services, including office supplies, healthcare, computers, tooling, dies, manufacturing equipment, capital equipment, and the building themselves, these terms and conditions do not apply and are superseded and replaced in their entirety by the SRG Global Terms and Conditions for the Purchase of Equipment Non-Production Goods, Services or Work at Our Plant (Attachment B).*

1. The Contract

- 1.1 **Offer and Acceptance.** Each purchase order or purchase order revision (“**Purchase Order**”) is an offer to Seller by the entity identified in the Purchase Order (“**Buyer**”) for the purchase of goods (“**Products**”) or services (“**Services**”) identified in that Purchase Order. Seller will be deemed to have accepted a Purchase Order as issued

(1) 如卖方在收到订单之后五个营业日内未以书面形式拒绝订单或卖方开始履行订单，或(2) 如卖方以书面形式确认接受订单。接受订单之后，订单连同本《一般采购条款和条件》、买方当时最新的《供应商质量手册》（获取网址：www.SRGGlobal.com）、《供应商业务授予函》、《供应商保密协议》及任何其他明确纳入订单的或另行以书面形式约定并经双方签署的文件（例如合同书、规格书、图纸、买方客户的要求或质量要求）将成为买方和卖方之间有约束力的合同（统称为“**合同**”）。对买方订单的接受仅限于对订单特定条款的接受，卖方提议的任何附加、修改或不同条款（包括卖方可能使用或提交给买方的任何标准条款或格式）均被明确拒绝，且不是合同的一部分，但买方的授权代表以书面签署文本的形式特别约定的除外。如果本《一般采购条款和条件》中的任何规定与订单的特定条款及条件、或双方之间的任何合同书、或构成合同的其他文件存在不符，则上述各项将优先于本《一般采购条款和条件》中的该等不符规定。作为订单中所述产品或服务的供应商，卖方确认并同意，卖方是即将供应给买方客户的零件、部件或系统的次级供应商，卖方负责遵守买方客户的所有条款、条件、标准和质量要求。

upon the first to occur of the following: (1) if Seller fails to object to it in writing within five (5) business days after receipt or begins performance under the Purchase Order, or (2) if Seller acknowledges in writing its acceptance of the Purchase Order. Upon acceptance, the Purchase Order together with these General Terms and Conditions of Purchase, Buyer's then current Supplier Quality Manual (available online at www.srgglobal.com), the Supplier Award Letter, the Supplier Confidentiality Agreement and any other documents specifically incorporated in the Purchase Order or separately agreed to in writing and signed by the parties, such as any letter agreement, specifications, drawings, requirements of Buyer's customer, or quality requirements, will become a binding contract between Buyer and Seller (collectively, the "**Contract**"). Acceptance of Buyer's Purchase Order is limited to the specific terms of the Purchase Order and any additions, modifications or different terms proposed by Seller, including any standard terms or forms that Seller may use or submit to Buyer, are expressly rejected and are not part of the Contract unless specifically agreed to in writing signed by an authorized representative of Buyer. Specific terms and conditions set forth in the Purchase Order, any letter agreement between the parties, and the other documents comprising the Contract will take priority over any inconsistent provision in these General Terms and Conditions. As a supplier of the Products or Services identified in the Purchase Order, Seller acknowledges and agrees that Seller is a sub-supplier with respect to parts, components or systems that will be supplied to Buyer's customer, and Seller is responsible for complying with all terms, conditions, standards and quality requirements of Buyer's customer.

1.2 变更。买方可不时以通知卖方的方式对图纸、规格、材料、包装、测试、数量、交付时间或方法或装运或合同中规定的类似要求进行变更。若买方作出变更，经卖方要求，并辅以适当的支持文件，双方可约定对合同的价格和履约时间进行衡平调整，但卖方只有在收到买方的变更通知之后十(10)个公历日内，向买方提交有关价格或时间的调整要求，该等要求才会被考虑。合同变更必须采用书面形式，并经买方的授权代表签署。

1.3 合同期限。受制于买方在本《一般采购条款和条件》项下的解除权，以及在合同终止后持续有效的第 2.3 条(过往模型的服务要求)、第 7 条(保证)、第 8 条(产品责任)、第 10 条(知识产权)、第 11 条(财产)、第 14 条(保密信息)及第 20 条(其他规定)：

- (a) 如果采购订单中约定了截止日或期限，合同期限将于该截止日终止，或在期限结束时终止。
- (b) 如果采购订单中没有提及截止日或期限，则本合同期限应如下：(1) 如产品或服务与特定的原始设备制造商(“OEM”)汽车项目相关联，则合同期限将和买方拟纳入产品或服务的适用的 OEM 汽车项目的使用寿命相当，或(2) 如产品或服务没有和特定的 OEM 汽车项目相关联，则合同期限为订单日期之后一(1)年，并将在初始期限之后不断自动续约一

1.2 Changes. Buyer may from time to time by notice to Seller make changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. At Seller's request with appropriate supporting documentation, the parties may agree upon an equitable adjustment to the Contract prices and times for performance as a result of Buyer's changes, provided, however, that no claim by Seller for an adjustment in the price or in time for performance will be considered unless presented to Buyer in writing within ten (10) calendar days after Seller receives the notice of change from Buyer. Contract changes must be in writing signed by Buyer's authorized representative.

1.3 Contract Term. Subject to Buyer's termination rights herein and the survival of Sections 2.3 (Past-Model Service Requirements), Section 7 (Warranties), Section 8 (Product Liability), Section 10 (Intellectual Property Rights), Section 11 (Property), Section 14 (Confidential Information) and Section 20 (Miscellaneous):

- (a) If an expiration date or time period is specified in the Purchase Order, the term of the Contract will end on such expiration date or at the end of such time period.
- (b) If no expiration date or time period is referenced in the Purchase Order, the term of the Contract shall be as follows: (1) if the Products or Services are associated with a specific original equipment manufacturer (“OEM”) vehicle program then the term of the Contract will run for the length of the production life of the applicable OEM vehicle program for which Buyer intends to incorporate the Products or Services, or (2) if the Products or Services are not associated with a specific OEM vehicle program,

(1)年，除非卖方在当前的合同期结束之前至少一百八十(180)天，以书面通知买方，表示希望不再续约；但在这种情况下，买方可将合同期限延长买方至以诚意的态度决定，为获取产品或服务的替代供应来源所必需的时间，从而确保供应的有序过渡。

then the term of the Contract is one (1) year from the date of the Purchase Order and will automatically renew for successive one (1) year periods after the initial term, unless Seller provides written notice to Buyer, no less than one hundred and eighty (180) calendar days prior to the end of the then current term, of Seller's desire that this Contract not be renewed, provided; however, that Buyer may extend the term of this Contract for such period of time as Buyer in good faith determines is necessary to procure an alternative source of supply for the Products or Services to ensure an orderly transition of supply.

2. 产品和服务

2. Products and Services

2.1 数量。如合同其他地方没有对数量特别规定，或者，在合同的其他地方，数量仅以“一揽子订单”、“按发布”，“按计划”或其他类似的方式，则卖方以十美元(\$10.00)为对价（该对价应由买方在合同终止或不再续签之时付款），在本合同期限内向买方授予一项不可撤销的选择权，按照买方向卖方不时发布/发送的已确定交付或装运放行单、授权书、舱单、广播、确认订单或类似的书面指令中指明的数量、交付日期和时间购买产品或服务。卖方应按照本合同规定的数量、日期和时间，价格及其他条件交货；但买方应购买不少于每项产品或服务一件或一套但不多于买方要求购买的产品或服务的百分之一百(100%)，如适用。买方可将溢装货退还给卖方，由卖方承担费用。除非合同另有明确规定，合同不具有排他性且买方可向第三方购买类似的产品和服务，但须符合第 10.2 条的规定。买方提供的任何年交易量的

2.1 Quantity. If quantities are not specified elsewhere in the Contract, or elsewhere in the Contract quantities are specified as “blanket orders”, “as released”, “as scheduled” or in another similar fashion, then, in consideration for ten U.S. dollars (\$10.00), the payment of which shall be made by Buyer upon the termination or non-renewal of this Contract, Seller grants to Buyer an irrevocable option during the term of this Contract to purchase the Products or Services in such quantities and on such delivery dates and times as indicated in the firm delivery or shipping releases, authorizations, manifest, broadcasts, firm orders, or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to this Contract. Seller shall deliver such quantities on such dates and times, at the price and on the other terms specified in this Contract; provided that Buyer shall purchase no less than one piece or unit of each of the Products or Services and no more than one hundred percent (100%) of Buyer's requirements for the Products or Services, as applicable. Buyer may return over-shipments to Seller at Seller's expense. Unless otherwise specifically stated in the Contract, the

预估或其他预估，或未来预期交易量或数量的要求，都仅供参考，对买方没有约束力，而且可以在本合同期限内随时变更（不论有没有通知卖方）。

2.2 现有模型的服务要求。在合同期限内，卖方将根据合同规定，按照买方的现有模型的服务要求，以现时的生产价格，向买方提供产品。卖方应负责为满足买方在第 2.2 条项下的现有模型的服务要求所必需具备的所有模具的存储和维护，包括该等存储和维护的全部费用和开支。

2.3 过往模型的服务要求。卖方将按照买方的过往模型的服务要求(i) 在买方客户所要求的期间，或(ii) 如果买方客户没有指定提供过往模型的服务和零件更换的期间，在适用的整车生产项目结束后十五(15)年间，向买方提供产品。卖方应负责为满足买方在第 2.3 条项下的过往模型的服务和更换要求所必需具备的所有模具的存储和维护，包括该等存储和维护的全部费用和开支。服务和更换产品的价格应该是该等现有模型产品的最后一份订单中所指定的价格加上独特的包装、运输和装卸产生的实际净成本差。卖方有关过往模型的服务要求的义务应在本合同终止或期满时继续有效。

Contract is not exclusive and Buyer may purchase similar products and services from third parties, subject to Section 10.2. Any estimates of annual volume or other estimates, forecasts or projections of future anticipated volume or quantity requirements provided by Buyer are provided for informational purposes only, shall not be binding upon Buyer, and may change from time to time, with or without notice to Seller, during the term of this Contract.

2.2 Current-Model Service Requirements. During the term of the Contract, Seller will make Products available to Buyer for Buyer's current-model service requirements at the then-current production prices under the Contract. Seller shall be responsible for the storage and maintenance of all tooling necessary to fulfill Buyer's current-model service requirements under this Section 2.2, including all costs and expenses related to such storage and maintenance.

2.3 Past-Model Service Requirements. Seller will make Products available to Buyer for Buyer's past-model service requirements for (i) the period required by Buyer's customer or (ii) if Buyer's customer has not specified a time period to supply past-model service and replacement parts, fifteen (15) years following the end of the applicable vehicle production program. Seller shall be responsible for the storage and maintenance of all tooling necessary to fulfill Buyer's past-model service and replacement requirements under this Section 2.3, including all costs and expenses related to such storage and maintenance. The price for service and replacement Products shall be the prices specified in the last purchase order for such current model Products plus the actual net cost differential for unique packaging, shipping and handling. Seller's obligation with respect to past-model service requirements shall survive the termination or expiration of this Contract.

3. 交付

- 3.1 包装和装运。买方可指定运输方式、装箱单以及其他随每批货物提交的单证类别和编号。卖方将根据健全的商业惯例和买方的任何指令进行产品的打包和装运。
- 3.2 交付计划表。除非合同另有明确规定，所有产品均应由卖方以按“DDP 买方工厂”（定义见《2010 国际贸易术语解释通则》）条件交付，在这种情况下：(i) 所有运输费用均应由卖方承担；及(ii) 买方不负责支付任何保险、存储、泊车或滞期费。时间是在合同项下是至关重要的，卖方必须按照买方已确定的放行单或交付计划表中规定的数量和时间交货。卖方应承担为满足准时交货必须支付的任何额外费用或特殊运费，应赔偿买方并就卖方的作为或不作为（包括但不限于生产线的任何停工或加班生产）所致逾期交付或与之有关的结果所产生的费用或损害保护买方免于受损。对于完全因为买方更改其已确认的放行单或交付计划表所导致的加急或特殊货运的额外费用，买方将负责支付。

4. 检查

卖方同意，一经买方要求即要求向买方交付产品的样品以做测试。买方应有权对于合同相关的财产（定义见下文）、操作和设施进行检查和审计，包括卖方的质量系统，以确保卖方遵守合同的条款、买方标准以及买方客户的标准、质量要求、条款和条件。经买方合理通知，卖方应允许买方合理地进出其工厂设施，向买方提供合作，促进任何此类检查及/或审计。不要求买方检查交付的产品或履行的服

3. Delivery

- 3.1 Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with sound commercial practices and any instructions of Buyer.
- 3.2 Delivery Schedules. Unless otherwise expressly stated in the Contract, all Products shall be delivered by Seller "DDP - Buyer's plant" (as defined in Incoterms 2010), in which case: (i) all transportation charges shall be at Seller's expense; and (ii) Buyer shall not be liable for any insurance, storage, parking or detention charges. Time is of the essence under the Contract, and deliveries must be made both in quantities and at times specified in Buyer's firm releases or delivery schedules. Seller shall be responsible for any premium or special freight required to meet on-time delivery and shall indemnify and hold Buyer harmless from and against any costs or damages incurred by Buyer as a result of or related to late delivery caused by Seller's acts or omissions, including, without limitation, for any stoppage of production lines or extra hours of production. Buyer will be responsible for additional costs of expedited or special freight that Buyer may require solely as a result of changes to its firm releases or delivery schedules.

4. Inspection

Seller agrees to deliver to Buyer samples of the Products upon request for testing. Buyer shall have the right to inspect and audit the Property (as defined below), operations and facilities related to this Contract, including Seller's quality system, to insure Seller's compliance with the terms of the Contract, Buyer's standards, and Buyer's customers' standards, quality requirements, terms and conditions. Upon reasonable notice by Buyer, Seller shall provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such

务，而且不论是否做过检查，都不会减少或改变卖方在合同项下的义务。

5. 税收

除非合同另有规定，合同价格包括所有适用的国家、省和地方税收（销售税、增值税或类似的营业税或收费除外）。

6. 付款

付款条件见合同的规定。卖方将在交付产品和履行服务之后，立即提交买方合理要求的正确和完整的发票或其他约定的账单函件，以及适当的支持性文件及其他信息。买方可暂时不付款，直到收到正确和完整的发票或收到并确认要求的其他信息。卖方将接受以支票或其他现金等价物（包括电子资金转账）为形式的付款。买方将按照合同中指定币种向卖方付款，如果合同中没有指定币种，则以卖方的发货或服务所在地的币种支付。买方可抵销或从合同项下结欠卖方的款项中扣除卖方或卖方的任何子公司或关联公司根据买方与卖方或其各自关联公司及子公司之间的任何合同结欠买方或买方的任何子公司的款项。

7. 保证

7.1 卖方的保证。卖方明确保证，所有产品均将：(a) 符合合同中所包含的规格、性能要求、图纸、样品或说明，(b) 符合所有适用的法律、法规及其他政府要求，及(c) 具有适销性且符合预期目的，用料和工艺良好，无设计（只要设计由卖方、卖方的分包商、供应商或代理商提供，不论该设计是否经过买方批准）和材料瑕疵。卖方保证，将会提供不存在

inspections and/or audits by Buyer. Buyer is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract.

5. Taxes

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges.

6. Payment

Payment terms are as set forth in the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and performance of Services. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Buyer may setoff or deduct from sums owed to Seller under the Contract, those sums owed by Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries under any contract between Buyer and Seller or their respective affiliates and subsidiaries.

7. Warranties

7.1 Seller's Warranties. Seller expressly warrants that all Products will: (a) conform to specifications, performance requirements, drawings, samples or descriptions incorporated in the Contract, (b) conform to all applicable laws, regulations and other governmental requirements, and (c) be merchantable, fit for their intended purpose, of good material and workmanship and free from defects in design (to the extent the design is provided by Seller, its subcontractors, suppliers, or agents, even if the design

留置、索赔或权利负担 (包括知识产权索赔) 的产品的所有权。本第 7.1 条项下的保证将在下列期间有效 (以较长期间为准) : (i) 产品使用所在地的适用法律所规定的期间 ; 或(ii) 买方向其客户提供的质保期。在履行任何服务期间 , 卖方将确保采用最好的技术实践、技能、程序以及注意力和判断力。本合同中包含的所有保证以及提供的所有救济均可用于买方、买方的关联公司、子公司及他们的客户 , 所有该等保证在交付、检查、验收或买方付款之后均继续有效。

7.2 不合格产品。除了本合同中其他条款规定的任何其他权利 , 以及受制于第 7.3 条的规定之外 , 如果买方合理地决定 (通过统计抽样或其他质量评估) , 买方收到的大量产品均不符合第 7.1 条项下的保证 , 买方应就不符合第 7.1 条项下保证的产品或服务享有以下救济权利 (由买方自行选择) : (a) 拒绝不合格的产品或服务 ; (b) 要求卖方自负费用 (包括适当的运费) 修理或替换不合格产品或服务 , 及/或 (c) 要求卖方自负费用进行围护、检查、分拣及其他质保程序。如果卖方未能经合理通知 , 尽最大努力及时修复或更换不合格产品或服务 , 买方可修复或更换有瑕疵的产品或服务 , 并向卖方收取所有相关费用 , 但在这种情况下 , 合同项下的保证应继续有效且买方也不放弃在本合同项下可享有的任何其他权利或救济。

has been approved by Buyer) and materials. Seller warrants that it will deliver title to any Products free and clear of any liens, claims, or encumbrances, including intellectual property claims. The warranties under this Section 7.1 will be effective for the longer of: (i) the period provided by applicable law where the Products are used; or (ii) the warranty period provided by Buyer to its customers. In carrying out any Services the Seller will ensure that the best technical practices, skills, procedures, care and judgment will be employed. All warranties contained in this Contract shall run, and all remedies shall be available to, Buyer, its affiliates, subsidiaries, and their customers and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

7.2 Non-Conforming Products. In addition to any other rights specifically provided elsewhere in the Contract, and subject to Section 7.3, Buyer, at its option, shall have available as a remedy for Products or Services that do not conform to the warranties in Section 7.1, the right to: (a) reject the non-conforming Products or Services; (b) require Seller, at Seller's expense (including applicable shipping costs), to either repair or replace the non-conforming Products or Services, and/or (c) require Seller to implement at Seller's expense, containment, inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through statistical sampling or other quality assessments) that a substantial quantity of incoming Products does not conform to the warranties in Section 7.1. If Seller fails after reasonable notice to use its best efforts and promptly repair or replace non-conforming Products or Services, Buyer may repair or replace the defective Products or Services and charge all related costs to Seller without voiding the warranties herein and without Buyer waiving any other rights or remedies it may have under the Contract.

7.3 召回。 本第 7.3 条适用于买方 (或汽车制造商) 向汽车购买方发出的任何自愿或政府强制的要约以补救对顾客或汽车安全声称有影响的缺陷 , 或解决产品声称的故障以遵守第 7.1 条中所述保证 (“召回”) 。 卖方对买方因召回或与召回有关的原因而产生的一切费用和损失承担责任 (包括但不限于通知费、 零件更换费用、 人工费、 罚款、 罚金以及购回费用) 。

7.4 价格。 除非合同另有明确规定 , 否则所有定价都是固定的 , 不会更改。 卖方保证并应确保 , 在数量和交货要求相同或实质相似的情况下 , 提供给买方的产品和服务的价格不逊于提供给卖方任何其他客户的相同或实质类似的产品和服务的价格。

8. 产品责任

8.1 赔偿。 卖方将就第三方因为有关或因设计缺陷 (只要卖方已经提供设计保证) 、 产品制造、 服务的提供、 产品或服务不符合本合同所包含的声明与保证 , 或卖方未能完全履行其于本合同项下的义务所致的人身伤亡、 财产损失、 经济损失及由此产生的任何损害、 损失、 费用和开支 (包括合理的律师及其律所的费用和开支 , 内部律师的费用及调查费) 提出的索赔或要求向买方、 买方关联公司、 子公司、 合作伙伴、 董事、 管理人员、 雇员和代理商提供赔偿 , 为他们辩护并保护他们免于受损 , 不论该等索赔或要求是起因于侵权法、 合同法、 严格法律责任或其他法律理论。 该赔偿责任在产品验收或服务完成

7.3 Recalls. This Section 7.3 applies to any voluntary or government-mandated offer by Buyer (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects consumer or motor vehicle safety or to address an alleged failure of the Products to comply with the warranties set forth in Section 7.1 (a “Recall”). Seller will be liable for all costs and damages incurred by Buyer (including, without limitation, costs for notification, replacement parts, labor, penalties, fines, and buy backs) resulting from, or related to, a Recall.

7.4 Price. All pricing is firm and not subject to change unless otherwise expressly stated in the Contract. Seller warrants that the prices for the Products and Services are, and shall ensure that such prices remain, not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar products or services in the same or substantially similar quantities and delivery requirements.

8. Product Liability

8.1 Indemnification. Seller will indemnify, defend and hold harmless Buyer, its affiliates, subsidiaries, partners, directors, officers, employees and agents, against third-party claims or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs), regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, relating to or arising from defective design (to the extent that Seller has provided a design warranty) or manufacture of Products or provision of Services, failure of the Products or Services to comply with the representations and warranties contained in this Contract, or Seller’s failure to fully perform its obligations under the Contract. This indemnity will

之后，以及在保障产品的质保期届满后，及合同到期或终止之后仍将继续有效。

- 8.2 程序。买方将在获悉第 8 条项下的索赔依据之后，及时通知卖方。双方将互相合作，以确定产品（以及相关系统和部件）有缺陷或故障的根本原因，并在所有责任方之间公平分配责任。如果已经或将要向卖方寻求赔偿，则买方将努力把卖方纳入相关赔偿和解讨论中。

9. 合规

- 9.1 适用法律。卖方以及卖方提供的产品及/或服务将遵守目的地国家或与产品或服务相关的制造、贴标、运输、进口、出口、许可、批准或认证的国家的所有适用的法律、法规、规章、命令、公约、法令或标准（包括但不限于那些有关环境问题、危险品或危险材料的装卸和运输、数据保护和隐私、工资、工时、就业条件、分包商挑选、歧视、职业健康/安全及机动车安全的法律、法规、规章、命令、公约、法令或标准）。卖方进一步声明，不论是卖方还是其任何分包商、供应商、代理商或其他相关第三方，在提供本合同项下产品或服务时，都不会使用儿童、奴隶、囚犯或任何其他形式的强迫或非自愿的劳动力，或虐待员工或从事腐败商业行为。卖方同意遵守所有适用的反腐败法律，包括但不限于，《美国反海外腐败法》和《英国反贿赂法》，并且，无论是卖方自身还是其任何分包商、供应商、代理商或其他相关第三方都不会从事任何形式的商

survive the acceptance of the Products or completion of Services, the expiration of the warranty covering the Products and any expiration or termination of the Contract.

- 8.2 Procedure. Buyer will notify Seller promptly after Buyer becomes aware of the basis for a claim under this Section 8. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products (and related systems and components) and an equitable allocation of responsibility among all responsible parties. Buyer will endeavor to include Seller in settlement discussions where indemnity has been or will be sought from Seller.

9. Compliance with Laws

- 9.1 Applicable Laws. Seller, and the Products and/or Services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products or Services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of the Products or provision of Services under this Contract. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties

业贿赂行为，既不会直接也不会间接地向任何官员、政府机构或政府所有、政府控制、政府下属实体的职员或为了他们的利益而提供或提出提供任何有价物，以获取或维持任何合同、商业机会或其他商业利益，或影响该等人士以其官方身份作出的任何行为或决定。经买方要求，卖方将以书面证实其遵守上述规定。卖方将就任何因其不合规而导致的或与其不合规有关的责任、索赔、要求或费用（包括但不限于法律或其他专业费用）赔偿买方并保护买方免于受损。卖方将向买方提供有关产品的材料安全数据表。

9.2 买方要求。 卖方将遵守买方所有有关产品、服务和卖方供应面方的信息的要求。

9.3 冲突矿物

(a) 卖方同意，在合理的尽职调查问询之后，对买方或买方代表提出的有关任何冲突矿物（定义见下文）的来源以及产销监管链的信息要求及时作出响应，为实现卖方向买方供应产品的功能性或生产必须使用该等冲突矿物。为了遵守本第 9.3 条的规定，卖方必须 (i) 在 <http://www.conflict-minerals.com> 上向 iPoint 冲突矿物项目(IPCMP)办理卖方组织的登记手续，并在线上提交所有要求的信息，或 (ii) 在 www.conflictreesmelter.org 上完成电子行业公民联盟(EICC)和全球电子可持续发展倡议(GeSI)的模板，

will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance. Seller will provide Buyer with material safety data sheets regarding the Products.

9.2 Buyer Requirements. Seller will comply with all of Buyer's requests for information regarding the Products, Services, and the Seller's supply base.

9.3 Conflict Minerals

(a) Seller agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Buyer for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Products supplied by Seller to Buyer. In order to comply with this **Section 9.3**, Seller must either (i) register its organization with iPoint Conflict Minerals Program (IPCMP) at: <http://www.conflict-minerals.com> and submit online all requested information, or (ii) complete the Electronic Industry Citizenship Coalition® and Global e-Sustainability Initiative (EICC-GeSI) template at: www.conflictreesmelter.org and submit all requested information to the requesting party in Buyer's

并向买方的供应商质量组织中的要求方提交所有要求的信息。若卖方是一家冶炼厂，卖方还同意遵守 EICC-GeSI 制定的无冲突冶炼厂项目协议。以上所述“冲突矿物”是指钽铌、锡石、黑钨和金矿石——分别提炼成钽、锡、钨和金或美国国务卿在未来可能指定的其他矿物或化合物。

- (b) 卖方理解并承认，根据本第 9.3 条提供的任何信息均可由买方提供给买方客户且买方客户可以在履行其于《多德 - 弗兰克华尔街改革和消费者保护法》（“**多德 - 弗兰克法**”）项下的报告义务使用该等信息，包括向美国证券交易委员会提交 SD 表格和冲突矿物报告，卖方将(i) 确保为此提供的信息在提供当日为最新、准确和完整，尽其所知及所信，(ii) 如果卖方向买方提供的任何产品的状况在卖方履行合同期间发生变化，则及时更新该等信息，及 (iii) 保留所有必要的文件以支持应买方要求提供的信息。
- (c) 如果卖方(i) 未能遵守本第 9.3 条，或(ii) 未能合理地证明，所有处理及/或供应给买方的材料均来自于“无 DRC 冲突”来源（见该术语在《多德 - 弗兰克法》中的定义），则买

Supplier Quality organization. If Seller is a smelter, Seller also agrees to comply with the Conflict-Free Smelter Program protocols developed by EICC-GeSI. As used above, the term “Conflict Minerals” means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State.

- (b) Seller understands and acknowledges that any information provided pursuant to this **Section 9.3** may be provided by Buyer to its customers and may be used by Buyer’s customers to comply with their reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Act**”), including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Seller to Buyer changes during Seller’s performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer’s request.
- (c) If Seller (i) fails to comply with this **Section 9.3**, or (ii) fails to reasonably demonstrate that all materials processed and/or supplied to Buyer originated from “DRC conflict-free” sources (as that term is defined in the Act), then Buyer may terminate the Contract in whole or in part pursuant to **Section 13.1(a)**.

方可根据第 13.1(a)条全部或部分地终止合同。

- (d) 卖方同意在其于其任何二级供应商（供应包括在向买方供应的产品内部的材料或子组件）之间签订的每一份合同中，都将上述(a)-(c)项中的实质相同的要求包括在内。

10. 知识产权

10.1 买方的知识产权。 买方不向卖方转让买方在合同项下提供给卖方的信息、文件或财产中所包含的任何专利、商业秘密、商标、服务标记、版权、掩膜作品或其他知识产权（统称为“**知识产权**”）。但卖方可以将买方的知识产权用于为买方生产和向买方供应产品及服务的有限用途。如果合同要求卖方开发原创作品、想法、发明（不论是否可取得专利以及是否已取得专利）、专有技术、工艺、信息汇编或其他知识产权（统称为“**专属材料**”）以及其他开发成果，且上述开发成果都是由买方支付费用，则该等专属材料中的所有知识产权均归买方所有。

10.2 卖方的知识产权。 除了第 10.2 条所述，卖方不向买方转让卖方有关产品或服务、或包含在买方财产中的任何知识产权，卖方供应产品中的使用、出售以及要约出售权除外。如果买方根据第 13.1 条项下的理由终止本合同，卖方就向买方授予有关卖方知识产权的非排他的、免特许可的权利和许可，并伴随着向买方子公司和关联公司进行分许可的权利，上述卖方的知识产权包括在剩余的合同期限内以及

- (d) Seller agrees to include substantially the same requirements set forth in (a) – (c) above in each contract with any of its sub-suppliers that provide any material or sub-component incorporated into Products supplied to Buyer.

10. Intellectual Property Rights

10.1 Buyer's Intellectual Property. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively, "**Intellectual Property Rights**") of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract. Seller may, however, use Buyer's Intellectual Property Rights for the limited purpose of producing and supplying the Products and Services to Buyer. If the Contract requires that Seller develop works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, or other intellectual property (collectively, "**Proprietary Materials**") and such development is paid for by Buyer, then all Intellectual Property Rights in such Proprietary Materials are owned by Buyer.

10.2 Seller's Intellectual Property. Except as stated in this **Section 10.2**, Seller does not transfer to Buyer any of Seller's Intellectual Property Rights related to the Products or Services or incorporated in Buyer's Property, other than the right to use, sell, and offer for sale Products supplied by Seller. If Buyer terminates this Contract for cause pursuant to **Section 13.1**, Seller grants to Buyer a non-exclusive, royalty-free right and license, with the right to sublicense to Buyer's subsidiaries and affiliates, Seller's Intellectual Property Rights to make, have made, import, repair, reconstruct,

第 2.3 条中所述过往模型服务和更换部件的适用期间内，制造、已制造、进口、修复、改造、重建、搬迁、使用、要约出售和出售被终止合同项下产品和服务的知识产权。

10.3 侵权。卖方将就因产品实际或声称侵犯第三方知识产权所致索赔、债务、损失、损害、成本及费用，包括合理的律师及其律所的费用和开支，内部律师费用和调查费赔偿买方、买方关联公司、子公司及其客户，并保护他们免于受损，上述实际或声称的侵权发生在(a) 美国、欧盟、中国、日本或墨西哥，(b) 卖方知悉的产品将最终出售给最终用户的任何管辖区，及(c) 任何其他管辖区，条件是卖方在订单下达当时知悉该等实际或声称的侵权发生在该等其他管辖区，且未能向买方披露，以便买方在卖方接受订单之前获得收回订单的机会。如果本第 10.3 条项下的索赔导致或有可能导致一项禁令或阻止卖方向买方供应产品或阻止买方将产品用于其预期用途的其他命令，卖方将自负费用，或者(i) 确保获得允许卖方继续向买方供应产品的知识产权的许可，或者(ii) 对产品进行修改，以使得产品不再侵权，只要该等修改不会在对产品的操作或性能产生重大变更，或者将产品置于适用的规格之外（经买方向行使其完全酌情权后决定），或者(iii) 以不会侵权的但实质上相当于产品（经买方向行使其完全酌情权后决定）的产品替代产品。该等选择均不损害买方因任何损失或损害而获得补偿的权利。

rebuild, relocate, use, offer to sell, and sell the Products and Services covered by the terminated Contract for the balance of the Contract term and the applicable period for supply of past-model service and replacement parts set forth in **Section 2.3**.

10.3 Infringement. Seller will indemnify and defend Buyer, its affiliates, subsidiaries and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs, arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right in (a) the United States, the European Union, China, Japan, or Mexico, (b) any jurisdiction the Seller is aware the Product will be finally sold to the end user, and (c) any other jurisdiction if Seller is aware of the actual or alleged infringement in that other jurisdiction at the time the Purchase Order is issued and fails to disclose it to Buyer, and provide Buyer the opportunity to withdraw the Purchase Order, before accepting the Purchase Order. If a claim under this Section 10.3 results, or is likely to result, in an injunction or other order that would prevent Seller from supplying Products to Buyer or prevent Buyer from using Products for their intended purpose, Seller will at its expense either (i) secure a license under the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or place them outside the applicable specification as determined by Buyer in its sole discretion, or (iii) replace the Products with non-infringing but practically equivalent Products (equivalency to be determined by Buyer in its sole discretion). Such options are all without prejudice to the Buyer's right

11. 财产

11.1 买方财产

- (a) 买方将拥有卖方用于制造、储存、运输产品或提供服务的模具、夹具、浇铸模具、量具、装置、图案、用品、材料及其他设备和财产 (“**财产**”)，如果(1) 财产被指定用于合同，或(2) 买方或其客户已经直接或间接地提供或为财产付款 (在各种情况下，均称为“**买方财产**”)。卖方将向买方转让卖方在其中就买方财产拥有利益的合同权利或要求，并将签署卖据、财务报表或买方合理要求用于证明买方或卖方客户对买方财产的所有权的其他文件。卖方将就不利于买方或卖方客户对买方财产的所有权的索赔或留置赔偿买方并为买方辩护，但那些起因于买方或其客户的作为或不作为的索赔或留置除外。卖方将在委托基础上持有买方财产，并将在占有或控制买方财产时对买方财产的损失或损害承担责任。卖方向买方转让有限的、不可撤销的授权委托书 (并加上权益) 以代表卖方签署并记录买方决定为反映买方在买方财产中利益合理有必要的有关买方财产的任何通知或财务报表。在法律允许的最大范围内，卖方放弃其可能就买方财产享有的任何留置权或类似权力 (不论是机械、建模工具、成型机、专用机床制造商、UCC 或其他)。买方将负责承担针对买方财产核定的个人财产税。

to obtain compensation for any loss or damage sustained.

11. Property

11.1 Buyer's Property.

- (a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, and transport Products or provide Services (“**Property**”) if (1) the Property is so designated in the Contract, or (2) Buyer or its customer has provided or paid for the Property directly or indirectly (in each case, “**Buyer's Property**”). Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's ownership of Buyer's Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice or financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. To the fullest extent permitted by law, Seller waives any lien or similar right (whether mechanics, moldbuilder, molder, special tool builder, UCC or otherwise) it may have with respect to Buyer's Property. Buyer will be responsible

- (b) 卖方将(1) 自负费用对买方财产进行维护，保证买方财产在其使用寿命内保持良好的状态并保养良好，正常磨损除外，(2) 仅为了为买方制造、存储和运输产品的目的使用卖方财产，除非买方另行以书面批准，(3) 根据买方要求，并由买方自负费用，在买方财产上作出该财产属于买方或买方客户（应买方要求）的标记，及(4) 未经买方事先书面批准，不将买方财产从卖方场地搬迁出去（船运集装箱及类似场所除外）。买方财产的所有更换部件、增添、改进以及配件均将属于买方财产的一部分，如果能够被在不损害买方财产时被移除的情况除外。
- (c) 买方将按照合同约定金额购买买方需要购买的买方财产，如果合同中没有约定金额，则以(1) 卖方实际产生的买方财产的成本，如果该买方财产由第三方制造，或(2) 卖方实际购买材料、零部件及服务的成本，加上卖方的实际人工成本和分配到买方财产中的日常开支，如果该买方财产由卖方制造。除非合同另有约定，买方财产的最终付款在汽车制造商的 PPAP（生产件批准程序）的批准日期之后六十(60) 个公历日到期。
- (d) 买方将有权进入卖方场地以检查买方财产和卖方有关买方财产的记录。卖方确认，无论是卖方还是任何除了买方以外的其他人士或实体（或其关联公司或客户，如适用）均对买方财产

- for personal property taxes assessed against Buyer's Property.
- (b) Seller will (1) maintain, at its expense, Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property, (2) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in writing, (3) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or at Buyer's request, its customer, and (4) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.
- (c) Buyer will pay for Buyer's Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (1) Seller's actual cost of the Buyer's Property, if manufactured by a third party, or (2) Seller's actual cost of purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due net sixty (60) calendar days of the vehicle manufacturer's PPAP (Production Part Approval Process) approval date.
- (d) Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Seller acknowledges that neither Seller nor any other person or entity other than Buyer (or its

不享有任何权利、所有权或利益，只有在受制于买方完全酌情权的卖方在制造合同项下产品时使用买方财产的权利。一旦买方要求，卖方将立即向买方释放且买方可随时重新收回对买方财产以及买方或其客户的其他财产的占有，不论是否有原因，也不论是否支付任何种类的付款，除非合同另有约定。买方或其指定人有权（且立即生效）在不进一步发出通知或不采取进一步法律行动时，无需支付任何种类的付款，进入卖方场所并占有所有买方财产。如果买方选择占有买方财产，卖方同意与买方合作。卖方将按照 FCA(卖方工厂)的条件（定义见《2010 国际贸易术语解释通则》）释放被要求释放的买方财产以及其他财产给买方，买方财产按照买方承运人的要求进行适当包装和标记。如果释放或收回买方财产或其他财产致使卖方无法生产产品，释放或收回将视为合同就该产品而言根据第 12 条或第 13 条（如适用）终止。

- (e) 卖方确认，卖方未经授权占有买方财产将会导致对买方、买方客户及其他方造成无法弥补的伤害。因此，卖方承认买方立即取得性质为返还原物或索赔及交付行为的救济的权利和必要性。据此，如果卖方收到至少提前二十四(24)个小时收到与买方提起的诉讼有关的审理请求的通知，则卖方在适用法律允许的最大范围内，放弃提

affiliates or customers if applicable), has any right, title or interest in Buyer's Property except, subject to Buyer's sole discretion, Seller's rights to utilize Buyer's Property in the manufacture of Products under the Contract. Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Effective immediately, without further notice or legal action, Buyer, or its designee, has the right to enter the premises of Seller and take possession of all of Buyer's Property without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Seller will release the requested Buyer's Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 12** or **13**, as applicable.

- (e) Seller acknowledges that the unauthorized possession of Buyer's Property by Seller would cause irreparable harm to Buyer, Buyer's customer, and others. Therefore, Seller recognizes the right and need of Buyer to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Seller receives at least twenty-four (24) hours notice of any request for hearings in connection with proceedings instituted by Buyer,

前二十四(24)个小时以上收到与买方提起的司法程序有关的通知的权利。此外，卖方在此放弃在追回原物的诉讼中，对买方提出的交纳保证金的要求。卖方还应当支付买方发生的所有费用，包括但不限于与通过法律程序追回买方财产相关的合理的律师费、保函成本，司法人员及其他法院人员费用。

11.2 卖方财产。 卖方将拥有所有不属于买方财产的财产 (“**卖方财产**”)。 卖方将自费用提供及维护卖方财产，确保卖方财产处于良好状态，并在履行合同有必要时替换卖方财产。如果产品的合同有效，买方可以金额等于公平市场价值或卖方的未摊销购置成本（以较低者为准）的购买价购买仅用于生产那些产品且卖方不需要的卖方财产，以为其他客户生产产品或其他产品。

12. 为方便终止合同

买方可随时以书面通知终止全部或部分合同且无需提出理由，在这种情况下，卖方将在该等终止通知规定的日期及范围内终止工作，并停止所有与被终止合同相关的订单和分包。在收到终止通知之后三十(30)个公历日内，卖方应提交因该等终止所导致的费用索赔（具体如下）。买方将有权通过审计卖方及/或其分包商的相关记录、设施、工作或材料以核实该等索赔。买方将向卖方支付已完成的产品或买方已接受的服务的合同价，以及向卖方支付分配给被终止合同的在制品和原材料的已记录实际成本。该方付款应构成买方就终止合同应承担的唯一责任，且买方一旦支付上述付款，即对所有已交付产品、服务、在制品以及原材料享

Seller waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by Buyer. Further, Seller hereby waives any requirement for Buyer to post a bond in a replevin action. Seller shall pay all costs incurred by Buyer, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through legal process.

11.2 Seller's Property. Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce Products or products for other customers, for a purchase price equal to the lesser of fair market value or Seller's unamortized acquisition cost.

12. Termination for Convenience

Buyer may terminate this Contract at any time without cause in whole or in part by written notice, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Contract. Within thirty (30) calendar days after receipt of termination notice, Seller shall submit all claims for costs set forth below resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer will pay Seller the contract price for finished Products or Services accepted by Buyer as well as for the documented actual cost to Seller of work in process and raw materials allocable to the terminated Contract. Such payment shall constitute Buyer's only liability for termination hereunder with title and right of

有所有权和占有权。买方在任何情况下均不得被要求为卖方产生或促致其金额超出买方在已确定的发货通知所授权的更多成品、在制品或原材料的款项，买方也不得被要求支付任何属于卖方标准库存或准备用于销售的货物或材料的款项。在本第 12 条项下作出的付款将不会超出在终止日期卖方将会根据已确定的发货通知或发货计划表生产的成品的总价。

13. 有因终止合同

13.1 买方终止

- (a) 时间是本质要素，对于因下列任何事件所引起的违约，买方可全部或部分终止合同：(a) 卖方违反合同的任何条款；(b) 卖方未能根据合同的要求履约；或(c) 卖方未能取得进展，经买方行使其完全酌情权后决定，致使有可能无法及时妥善交付产品或完成服务。就上述(a)-(c)项而言，卖方应有机会在收到买方说明该等违约或不履约的书面通知之后五(5)个公历日（或买方可决定的更短期限，只要在当时情况下，在商业上是合理的期限）内纠正该等违约或不履约。卖方应对合同项下因其违约而产生或导致的所有费用、损害和开支承担责任。
- (b) 如果由于买方全部或部分地终止与其客户之间的合同（“过时”）而不再需要卖方的产品或服务，买方可

possession to all delivered Products, Services, work in process and raw materials vesting in Buyer immediately upon Buyer's tender of such payment. In no event shall Buyer be required to pay for finished goods, work in process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in firm delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this **Section 12** will not exceed the aggregate price for finished goods that would be produced by Seller under firm delivery or release schedules outstanding at the date of termination.

13. Termination for Cause

13.1 Termination by Buyer

- (a) Time is of the essence and Buyer may terminate the Contract, in whole or in part, for default occasioned by any of the following events: (a) Seller's breach of any term of the Contract; (b) Seller's failure to perform in accordance with the requirements of the Contract; or (c) Seller's failure to make progress so as to endanger timely and proper delivery of the Products or completion of the Services as determined in Buyer's sole discretion. With respect to each of items (a)-(c), Seller shall have the opportunity to correct such breach or failure within five (5) calendar days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Seller shall be liable for all costs, damages and expenses caused by or resulting from its default under the Contract.
- (b) Buyer may terminate the Contract in the event that Buyer no longer requires Seller's Products or Services due to termination or

终止本合同。如果买方由于过时的原因终止本合同，将向卖方发送有关该等终止的书面通知。卖方在收到因过时而终止合同的通知之后 10 个营业日内，必须向买方提供一份记录卖方因该过时而导致损害的书面索赔（“**过时索赔**”）。过时索赔必须和买方的已确认发货通知相符合，必须包括足以支持买方即其客户验证和证明过时索赔的充分数据。买方将不会对任何过时索赔的偿付或卖方因过时相关的原因所致损害承担责任，但将尽其合理努力，帮助卖方向买方客户获得该等过时索赔的付款，并将在买方从其客户处成功获得该等过时索赔的追回款项后赔偿卖方。买方在此处的权利和救济是累积的，附加于买方因普通法或衡平法所享有的任何其他权利或进一步的权利及救济之上。

13.2 卖方终止

除了第 13.3 条项下的终止权利之外，卖方可以但只可以在买方发生任一下列事件导致违约时终止本合同：(a) 买方未能为产品或服务支付购买价款，(b) 买方逾期三十(30)个公历日或以上，不为该等产品或服务付款，(c) 该等逾期未付金额巨大，(d) 卖方首先向买方发送书面通知，告知买方该等产品或服务的逾期未付款项以及如果买方不支付该等逾期未付款项，卖方将会终止合同，及(e) 买方

conclusion, in whole or in part, of Buyer's contract with its customer ("**Obsolescence**"). In the event Buyer terminates the Contract due to Obsolescence, Buyer will provide Seller with written notice of such termination. Within 10 business days of receipt of the Obsolescence termination notice, Seller must provide Buyer with a written claim documenting Seller's damages as a result of the Obsolescence (an "**Obsolescence Claim**"). The Obsolescence Claim must be consistent with Buyer's firm releases and must include sufficient supporting data to permit Buyer and its customer to verify and substantiate the Obsolescence Claim. Buyer will not be responsible for reimbursement of any Obsolescence Claim or any damages suffered by Seller related to Obsolescence, but will make reasonable efforts to obtain payment for such Obsolescence Claim from its customer and will reimburse Seller to the extent it is successful in recovering payment of such Obsolescence Claim from its customer. Buyer's rights and remedies herein reserved are cumulative and are in addition to any other or further rights and remedies available to Buyer at law or in equity.

13.2 Termination by Seller

In addition to the termination rights provided in **Sections 13.3**, Seller may terminate this Contract only for default by Buyer in the event that each of the following events occurs: (a) Buyer fails to pay the purchase price for Products or Services, (b) Buyer's non-payment for such Products or Services is thirty (30) or more calendar days past due, (c) such unpaid past due amount is material, (d) Seller first provides Buyer written notice specifying the amounts past due for such Products or Services and Seller's intent to terminate the Contract if such past due amount is not

在收到卖方发出的该等书面通知之后十(10)个营业日内没有(x) 支付该等逾期未付款项，或(y) 通知卖方，买方对该等未付款项有异议。卖方在这种情况下损害应仅限于已交付的成品或服务的合同价格以及在制品和原材料的实际成本，在各种情况下，均以买方已确认的发货通知（如果买方全额付款则会成为买方财产）中合理授权的范围为限。

13.3 任何一方终止

如果发生下列任何情况，则任何一方均可终止本合同，无需向另一方承担任何责任：(i) 另一方以书面承认其无力偿还到期债务，开始破产、资不抵债、接管或类似程序，或为债权人利益进行全面转让，或(ii) 另一方在第三方提起的破产、资不抵债、接管或类似程序中成为债务人，且该情况在上述程序被提起之后三十(30)个公历日内没有撤销。

14. 保密信息

卖方和买方之间的不公开或保密协议（“**供应商保密协议**”）适用于你方在提供合同项下产品、服务时接触到的所有保密信息。卖方负责确保卖方自身、卖方的雇员、代理商或分包商遵守供应商保密协议。未经买方的事先书面允许（除非法律要求，或者为履行合同满足合理必要的要求）卖方将不会也不会促使其雇员、代理商或分包商向任何第三方披露任何与合同、产品或服务有关的信息。如果卖方和买方之间没有签订供应商保密协议：(i) “**买方信息**”指卖方、卖方的雇员、代理商或分包商收到的来自买方的或在买方场所观察或获取的有关下

paid; and (e) Buyer, within ten (10) business days following its receipt of such written notice from Seller, does not either (x) pay such past due amounts; or (y) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller's damages in such event shall be limited to the Contract price for delivered finished Products or Services and the actual cost of work-in-process and raw materials in each case to the extent reasonable and authorized in Buyer's firm releases (which will become Buyer's property upon payment in full).

13.3 Termination by Either Party

Either party may terminate this Contract, without liability to the other party, if: (i) the other party admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, or (ii) the other party becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 calendar days after commencement.

14. Confidential Information

The non-disclosure or confidentiality agreement between Seller and Buyer (the “**Supplier Confidentiality Agreement**”) applies to all confidential information that you may have access to in connection with providing the Products, or Services under the Contract. Seller is responsible for its and its employees', agents', or subcontractors' compliance with the Supplier Confidentiality Agreement. Seller will not, and will cause Seller's employees, agents or subcontractors not to disclose to any third party any information concerning this Contract, the Products or Services without Buyer's prior written permission (except as may be required by law or as reasonably necessary to perform under the Contract). If there is no Supplier Confidentiality

列各项的所有信息：买方、其子公司及客户的产品、服务、设施、其他产品、设备、产能、知识产权、财务信息、需求、开发和计划；(ii) 未经买方的书面允许（除非法律要求，或者为履行合同满足合理必要的要求），卖方将不会也不会促使卖方的雇员、代理商或分包商向任何第三方披露任何买方信息或为了向买方及其子公司提供货物和服务以外的任何其他目的而使用任何买方信息；(iii) 你方将会仅仅为了买方使用以及买方的利益，以信托方式保管所有买方信息；及(iv) 从第(i)到(iii)项将不适用于除了你方、你方的关联公司或任何一位你方雇员、代理商或分包商以外的其他方披露的、被公众知悉的任何信息。

15. 转让和分包

未经买方书面同意，卖方不得转让或分包其于合同项下的职责或责任，但上述同意无合理理由不得拒绝或延迟作出。除非同意中另有说明，卖方所做任何转让或分包，不论是否有要求的同意，均不会免除卖方在合同项下的职责或义务，或卖方对于其受让方或分包商不履约或过失所承担的责任。未经卖方的事先书面同意，买方可转让其于本合同项下的权利和义务。

16. 可原谅的不履约

如果任何一方延迟或未能履行其义务是因为超出非履约方控制的、且不是由于非履约方的过失或疏忽造成的不同寻常的事件或事故，例如天灾、火灾、水灾、风暴、爆炸、骚乱、恐怖活动、自然灾害和战争（“可原谅的延迟”），则该方延迟或未能履行其义务应被原谅。然而，在任何情况下，如果卖方无法履约是因为

Agreement between Seller and Buyer: (i) “**Buyer Information**” means all information that Seller, its employees, agents and subcontractors, receive from Buyer or observe or obtain at Buyer’s facilities relating to: the Products, Services, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its subsidiaries and its customers; (ii) Seller will not, and will cause Seller’s employees, agents or subcontractors not to disclose to any third party or to use for any purpose other than providing goods and services to Buyer and its subsidiaries, any Buyer Information, without Buyer’s written permission (except as may be required by law or as necessary to perform under the Contract); (iii) you will hold all Buyer Information in trust for Buyer’s sole use and benefit; and (iv) clauses (i) through (iii) will not apply to information that is publicly known other than through disclosure by or through you, your affiliates or either of your employees, agents or subcontractors.

15. Assignment and Subcontracting

Seller may not assign or subcontract its duties or responsibilities under the Contract without the prior written consent of Buyer, which will not be unreasonably withheld or delayed. Unless otherwise stated in the consent, any assignment or subcontracting by Seller, with or without the required consent, will not relieve Seller of its duties or obligations under the Contract or its responsibility for non-performance or default by its assignee or subcontractor. Buyer may assign its rights and obligations under this Contract without Seller’s prior written consent.

16. Excusable Non-Performance

Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party’s fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, acts of terrorism, natural disasters and wars (hereinafter an “Excusable Delay”). In no event, however, will Seller’s inability to

(i) 卖方资不抵债或卖方的财务状况，(ii) 原材料或零部件根据市场状况，其成本或可用性发生变化，(iii) 一种运输方式的费用或可用性发生变化，(iv) 政府法规、税收或激励政策发生变化，(v) 未能获取许可、执照或其他政府批准，(vi) 未能使用实质类似于产品的其他产品的买方的要求将会得到满足的可使用的替代服务、替代能源、变通计划或其他方式，或(vii) 影响卖方工厂的劳动中断、罢工、停工，均不构成可原谅的不履约。一旦发生导致可原谅的延迟的事件，声称造成可原谅的延迟的一方应向另一方发送通知，通知包括造成可原谅的延迟的理由、延迟预期延续的时间以及该延迟将得到纠正的时间。在卖方延迟或不履约期间，买方可选择(x) 从其他来源购买产品或服务，并依此减少向卖方订购的数量，且无需卖方承担责任；(y) 促使卖方从其他来源获得产品和服务，并按照买方在订单上要求的数量和时间提供给买方；或(z) 可以要求卖方向买方交付所有成品、在制品以及为完成订单已生产或购买的零部件和材料，并由买方付款。如果不履约方无法保证延迟将持续不到三十(30)个公历日，或者如果不履约的情况延续超过三十(30)个公历日，另一方可在恢复履约之前，通过向不履约方发送通知的方式终止合同。

17. 海关

除非适用法律另行禁止，与已购买产品相关的可转让的信贷或权益，包括贸易信贷、出口信贷、或有关税收、关税或费用的退还的权利，都属于买方。卖方将向买方提供有关产品的买方必需的用于下列用途的所有信息和记录：

perform as a result of (i) Seller's insolvency or financial condition, (ii) change in cost or availability of raw materials or components based on market conditions, (iii) change in cost or availability of a method of transportation, (iv) changes in government regulations, taxes or incentives, (v) failure to obtain permits, licenses, or other government approvals, (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products substantively similar to the Products would be satisfied, or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facilities constitute an Excusable Delay. As soon as possible following the occurrence of an event causing an Excusable Delay the party claiming an Excusable Delay shall provide notice to the other party of the reason(s) for the Excusable Delay, the anticipated duration of the delay and the time in which the delay will be cured. During the delay or failure to perform by Seller, Buyer, at its option, (x) may purchase the Products or Services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (y) cause Seller to provide the goods or services from other sources in quantities and at times requested by Buyer at the price set forth in the Purchase Order; or (z) may request Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Purchase Order. If the non-performing party cannot provide assurances that the delay will last less than thirty (30) calendar days, or if the non-performance exceeds 30 calendar days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

17. Customs

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (1) receive

(1) 获取该等权益、信贷和权利，(2) 履行任何海关义务、原产地标记或标签要求，以及认证或本地含量的报告要求，(3) 要求适用的贸易优惠制度下的关税优惠待遇，及(4) 参与进口国的任何关税延缓支付或自由贸易区计划。卖方将取得所有出口许可证和授权，支付所有出口税、关税、费用，除非合同另有规定，在这种情况下，卖方将提供所有必要的信息和记录，以使得买方获得那些出口许可证或授权。

18. 保险

在买方场所或利用买方的财产（包括买方财产）开始工作之前，卖方将保证拥有(a)不低于法定限额的劳工补偿；(b)雇主责任险(由于事故或疾病造成的人身伤害投保限额为不少于美元2,000,000)；(c)商业一般责任险，包括合同责任、产品/完全覆盖所有生产和场地的保险，投保限额为每次发生事故/综合单次财产损失、身体伤害及人身损害责任不低于2,000,000 美元；(d)综合机动车责任险，投保限额为每次发生事故/综合单次财产损失及人身损害责任不低于2,000,000 美元；(e)卖方位于工作场所的所有财产的财产险，以及向买方出售的所有货物灭失风险转移前全部价格的保险。所有保险均为主险且买方不会分担购买任何部分。卖方代表其自身及其保险人，就其已经投保的事项，就向买方及其代理和雇员的提出的任何索赔(或对该等索赔的代位求偿)，在其已经投保的情况下对买方进行豁免，不论买方是否要求对该等事项购买保险。所有责任险均会将买方列为额外的被保险人。应买方请求，卖方应向买方交付一份证书，以证明本第18条中的保险要求得到满足。

these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

18. Insurance

Prior to commencing work on Buyer's premises or utilizing Buyer's property (including Buyer's Property), Seller will maintain (a) workers' compensation to statutory limits; (b) Employer's Liability Insurance (minimum of \$2,000,000 for bodily injury by accident or disease); (c) Commercial General Liability Insurance including contractual liability, products/completed operations coverage and premises coverage, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability; (d) comprehensive automobile liability insurance with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury; and (e) property insurance for all of Seller's property at the worksite, and insurance for the full purchase price of goods sold to Buyer as to which the risk of loss has not passed. All insurance will be primary and non-contributory to any coverage purchased by Buyer. Seller releases Buyer, Buyer's agents and employees, on behalf of Seller and its insurers, from any claims (or rights of subrogation for such claims) to the extent such claims are insured against whether or not such insurance is required by Buyer. All liability insurance will name Buyer as an additional insured. Upon Buyer's request, Seller shall deliver to Buyer a certificate evidencing the insurance requirements set forth in this **Section 18**.

19. 劳动中断

卖方将自费用，采取必要或适当的行动，在任何可预见或预期的劳动中断及/或卖方的任何合同到期时，确保至少在 30 天期间不间断供应货物和服务。本第 19 条不构成放弃和影响买方在本合同或适用法律下享有的其他权利和救济，买方在此保留享有该等权利和救济的权利。

20. 其他规定

20.1 宣传。 在合同期限内及在合同期限之后，未经买方事先书面同意，且除非履行合同有要求或法律有要求，否则卖方不会广告、宣传、使用买方品牌形象或商标或以其他方式披露其与买方或买方客户之间的关系。

20.2 审计权。 卖方将在其文件保管政策所规定的时间期限或七(7)年内(以较长者为准)，保管必要记录以作为在合同项下向买方收取费用的证明。买方即其代表可对卖方的交易记录进行审计，以验证装运数量和收取价格是否与合同价格相匹配。任何审计均由买方自费实施(但是如果审计显示收取的金额有误，则由卖方为买方报销该审计费用)，实施审计的次数应合理，并在卖方的日常营业地实施。

20.3 电子通讯。 卖方将遵守买方在其报价请求中指定的以及在合同中确认的电子通讯方法，包括电子资金转账、订单传输、电子签名和通信的要求。卖方还将在商业上尽其合理的努力，在受制于第 1.2 条的前提下，遵守买方在合同日期之后指定的电子通讯方法的任何变更规定。

19. Labor Disruptions

Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of goods and services to Buyer for not less than 30 days during any foreseeable or anticipated labor disruption and/or the expiration of any of Seller's contracts. This **Section 19** shall not constitute a waiver of and is without prejudice to, any and all of Buyer's other rights and remedies under this Contract or applicable law, each of which are hereby reserved.

20. Miscellaneous

20.1 Advertising. During and after the term of the Contract, Seller will not advertise, promote, use Buyer's branding images or trademarks or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

20.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller's document retention policies or seven (7) years. Buyer and its representatives may audit Seller's records of transactions to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

20.3 Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic

20.4 双方的权利。买方和卖方都是独立的合同缔约方，合同中的任何内容均不会使得任何一方为任何目的成为另一方的代理或法定代表人。任何一方均无权代表另一方承担或创建任何义务。

20.5 弃权。任何一方在特定场合放弃行使合同约定或法律规定的任何权利或救济均不视为在后续场合放弃该权利或救济或放弃任何其他权利或救济。

20.6 完整协议。合同构成双方就合同标的达成的完整合意并替代双方就合同标的达成的所有在先的口头或书面声明或协议，包括买方的报价请求以及卖方的报价，特别纳入合同的除外。除非在第 1.2 条中授权，没有任何后续的打算修改合同条款的条款、条件、谅解或协议具有约束力，除非双方以书面落实并签署该书面文件。

20.7 可分割性。合同中任何规定被判定在任何管辖区内无效或不可强制执行的，将不会影响合同任何其他规定的有效性或可强制执行性，或该规定在任何其他管辖区内的有效性或可强制执行性。任何对一项规定不可强制执行的声明应尽可能地保持在有限范围内，且不得令订单或任何其他规定无效。

20.8 释义。在本《一般采购条款和条件》中，“包括”是指“包括但不限于”，以单数形式定义的术语包括其复数形式，反之亦然。

communication after the date of the Contract, subject to **Section 1.2**.

20.4 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

20.5 Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

20.6 Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. Except as authorized in **Section 1.2**, no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

20.7 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void a Purchase Order or any other provision.

20.8 Interpretation. When used in these General Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

20.9 通知。 合同中要求或允许发送的任何通知或其他通讯必须采用书面形式，将在实际收到当日生效（如果实际收到的日期是营业日）或实际收到当日之后的营业日（如果实际收到的日期不是营业日）。

20.10 管辖法律和管辖权。 除非另行以书面约定，合同将受到中华人民共和国法律以及本条规定的管辖并据其解释。《联合国国际货物销售公约》将不适用于合同。因合同或本一般条款及条件而引起的或与之相关的任何争议，若未能在一个月之内通过协商途径解决的，该等争议均应最终提交至中国国际经济贸易仲裁委员会（“贸仲”）依照其在仲裁通知发出时有效的仲裁规则在北京进行解决。仲裁庭应由三名仲裁员组成，其中一名仲裁员由买方指定、一名仲裁员由卖方指定，第三名仲裁员由贸仲指定并由其担任仲裁庭的首席仲裁员。仲裁语言应为英文和中文双语。仲裁裁决为终局且对双方均有约束力。

20.11 本一般条款和条件由中英文书就。如有任何歧义，应以英文为准。

20.9 Notices. Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

20.10 Governing Law and Jurisdiction. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the law of the People's Republic of China in accordance with the provisions of this section. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract. Any dispute arising from or in connection with the Contract or these General Terms and Conditions which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee shall be consisted by three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall in conducted in both English and Chinese. The arbitral award is final and binding upon both parties.

20.11 These General Terms and Conditions are drawn up in Chinese and English. In case of discrepancy, the English version shall prevail.

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附件一结束

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SRG GLOBAL**我方工厂的设备、非生产资料、服务或工作的一般采购条款和条件**

简介：本《我方工厂的设备、非生产资料、服务或工作的一般采购条款和条件》适用于采购不直接用于供应给我方客户的货物生产的物品并适用于拟在我方的场所之一履行的服务和工作。如你方是直接用于生产向我方客户供应货物的生产零部件、材料和适用服务的供应商，包括原材料、零部件和成品，例如夹具、徽章或紧固件，本一般采购条款和条件不适用并应整体由《SRG Global 的生产资料一般采购条款和条件》（附件一）所替代。本《我方工厂的设备、非生产资料、服务或工作的一般采购条款和条件》适用于采购所有其他货物和服务，包括资本设备、办公用品、信息技术服务和设备、模具、挤型模具及我方的建筑物本身，以及将在我方的场所提供的服务。

1. 目的和用途。 本文件包含我方向贵方发送的订单中所指的法律实体（“SRG GLOBAL”）向卖方购买货物（定义见下文）或服务（包括但不限于拟在 SRG GLOBAL 场所或为 SRG GLOBAL 场所履行的服务）（“服务”）的条款和条件（“条款”）。在本文件中，“你方”或“卖方”是指货物和服务的卖方，“我方”、“买方”、“我们”或“SRG GLOBAL”是指 SRG GLOBAL 或买方下达的有关货物及/或服务的采购订单（“采购订单”）中指明的 SRG GLOBAL 子公司。

SRG GLOBAL**TERMS AND CONDITIONS FOR THE PURCHASE OF EQUIPMENT, NON-PRODUCTION GOODS, SERVICES OR WORK AT OUR PLANT**

INTRODUCTION: *These terms and conditions for the Purchase of Goods, Services or Work at Our Plant apply to the purchase of items that are not directly used in the production of goods supplied to our customers and services and work to be performed at one of our facilities. To the extent you are a supplier of production components, materials and applicable services directly used in the production of goods supplied to our customers, including raw materials and, components and finished goods such as clips, badges, or fasteners, these terms and conditions do not apply and are superseded and replaced in their entirety by the SRG Global General Terms and Conditions of Purchase of Production Goods (Attachment A). These terms and conditions for the Purchase of Equipment, Non-Production Goods, Services or Work at Our Plant apply to the purchase of all other goods and services, including capital equipment, office supplies, information technology services and equipment, tooling, dies, and our buildings themselves and for services that will be provided at our facilities.*

1. Purpose and Use. This document contains the terms and conditions (the “Terms”) on which the entity identified in the purchase order issued by us to you (“SRG GLOBAL”) purchases Goods (defined below) or services (including without limitation services to be performed at or for SRG GLOBAL’s facilities) (“Services”) from Seller. In this document, “you” or “Seller” refers to the seller of the Goods or Services and “we,” “buyer,” “us” or “SRG GLOBAL” refers to SRG GLOBAL or to the SRG GLOBAL subsidiary identified on the purchase order issued by buyer with respect to the Goods and/or

这些条款可以和 SRG GLOBAL 的报价征询函 (“报价征询”) 或 SRG GLOBAL 的采购订单一起使用，前述报价征询函或采购订单均可包括或包含规格、工作说明书、图纸、说明和其他要求 (本文件下文统称为“规格说明”) 。这些条款取代并替换《SRG GLOBAL 的一般采购条款和条件》以及卖方可能使用或向 SRG GLOBAL 提交的任何标准条款或格式。“货物”是指任何适用的采购订单内确定的货物 (包括但不限于用于为 SRG GLOBAL 的客户生产产品的模具、挤型模具、浇铸模具或其他设备 (“模具”)) 。“工作”是指任何适用的采购订单内确定的服务 (和货物，如适用) 。

2. 报价和采购订单；接受采购订单并形成合同

2.1 报价

- (a) 提交报价。当 SRG GLOBAL 提出报价征询之后，你方向 SRG GLOBAL 提交报价，该等报价必须以书面形式提交，并经你方授权代表签署。如果你方不是 SRG GLOBAL 不公开或保密协议的缔约方，你方必须和报价一起交付一份经妥善签署的与 SRG GLOBAL 签订的不公开或保密协议 (“供应商保密协议”) 。你方提交的任何报价或其他文件，如果对规格说明或这些条款有所修改或增加，该等修改或增加将不会成为本合同的一部分，除非我们以书面形式明确同意你方提出的该等修改。

Services (the “Purchase Order”). These Terms may be used with SRG GLOBAL’s request for quotation (“RFQ”) or with SRG GLOBAL’s Purchase Order either of which may include or contain specifications, statements of work, drawings, descriptions and other requirements (collectively referred to in this document as the “Specifications”). These Terms supersede and replace SRG GLOBAL’s General Terms and Conditions of Purchase and any standard terms or forms that Seller may use or submit to SRG GLOBAL. The “Goods” means the goods identified in any applicable Purchase Order (including without limitation tooling, dies, molds or other equipment to be used to manufacture products for SRG GLOBAL’s customers (“Tooling”). The “Work” means the Services (and Goods, if applicable) identified in any applicable Purchase Order.

2. Quotations and Purchase Orders; Acceptance and Forming a Contract

2.1 Quotations

- (a) Submitting Quotations. If you submit a quotation to SRG GLOBAL in response to SRG GLOBAL’s RFQ, such quotation must be submitted in writing and signed by your authorized representative. If you are not a party to a non-disclosure or confidentiality agreement with SRG GLOBAL, then you must deliver a duly signed copy of SRG GLOBAL’s non-disclosure or confidentiality agreement with your quotation (the “Supplier Confidentiality Agreement”). Any quotation or other document you submit that purports to change or add to the Specifications or these Terms will not be part of the Contract unless we specifically agree to such proposed modifications in writing.

- (b) 报价的含义。你方的报价视为在严格遵循规格说明和这些条款的基础上发出的销售要约。你方的报价将在规格说明中规定的时间期限内确定是否接受，如果规格说明没有规定该期限，将在三个月内确定是否接受。SRG GLOBAL 保留完全的自由决定权以决定接受或拒绝你方的任何及所有要约。
- (c) 报价——接受报价并形成合同。如你方已经就我方的报价征询提交了报价，当且如果我方通过向你方下达采购订单的方式接受你方要约以回应你方的报价并且(i) 采购订单上的价格和你方报价相匹配；或(ii) 若采购订单上的价格和你方报价的价格不同，你方(x) 通过书面接受采购订单的方式确认接受价格变更，或(y) 通过开始或持续制造或采购货物或开始或持续履行或获取服务（如适用）的方式确认接受价格变更，SRG GLOBAL 和卖方即订立了一份货物及/或服务的买卖合同。

2.2 采购订单——接受订单并形成合同。如你方尚未向 SRG GLOBAL 提交报价以回应 SRG GLOBAL 的报价征询，则当你方接受 SRG GLOBAL 的货物及/或服务订单时，SRG GLOBAL 和卖方即订立了一份货物及/或服务买卖合同。以下任一情形发生时（以先发生者为准）(a) 你方以书面形式接受订单；或(b) 你方开始或持续制造或采购货物或开始或持续履行或获取服务（如适用），则表示你方接受了该等订单。

- (b) Meaning of Quotations. Your quotation is deemed to be an offer to sell on precisely the basis of the Specifications and these Terms. Your quotation will be open for acceptance for the time specified in the Specifications or if no time is specified, for three months. SRG GLOBAL reserves the right to accept or reject any and all offers in its sole discretion.
- (c) Quotations - Acceptance and Forming a Contract. If you have submitted a quotation in response to an RFQ, SRG GLOBAL and Seller will have a contract for the purchase and sale of Goods and/or Services when and if we accept your offer by delivering to you a Purchase Order in response to your quotation and (i) the price on the Purchase Order matches the price in your quotation; or (ii) the price on the Purchase Order is different from the price in your quotation and you confirm your acceptance of the price change by (x) accepting the Purchase Order in writing, or (y) beginning or continuing to manufacture or procure the Goods or beginning or continuing to perform or procure the Services (as applicable).

2.2 Purchase Order – Acceptance and Forming a Contract. If you have not submitted a quotation to SRG GLOBAL in response to an RFQ, then SRG GLOBAL and Seller will have a contract for the purchase and sale of Goods and/or Services when you accept SRG GLOBAL's Purchase Order for the Goods and/or Services. Acceptance of such Purchase Order will occur when you either (a) accept the Purchase Order in writing; or (b) begin or continue to manufacture or procure the Goods or begin or continue to perform or procure the Services (as applicable).

2.3 你我双方的 协议；合同内容。你我双方的协议可以非常简要地概括如下：按照采购订单上的价格以及本合同的条款条件，我方将向你方购买，你方将向我方出售货物及/或服务。“合同”包括：这些条款、SRG GLOBAL 根据第 2.1(c)条签发的或卖方根据第 2.1(c)条接受的任何采购订单（视情况）、或者卖方根据第 2.2 条接受的任何采购订单、采购订单中提及的任何规格说明、SRG GLOBAL 现时有效的供应商质量手册（可通过 www.SRGGlobal.com 取得），SRG GLOBAL 的模具和设备集成商供应商协议（如果采购订单中指定任何模具）、采购订单中特别包括的任何其他文件或双方以书面形式签署的任何其他协议、以及供应商保密协议；但双方之间与合同所涵盖的货物及/或服务无关的任何发明协议、电子数据交换协议或其他一般性协议则继续在本合同之外保持有效。合同构成双方就本合同所涵盖的货物及/或服务所达成的最终、完整和排他性的协议及谅解，并取代所有在先或同时达成的有关合同所涵盖的货物及/或服务的书面或口头协议。任何其他条款及条件均无效，包括但不限于，在任何报价中提及的、任何电子传输内容中包含的或任何文件中提及的任何网站上的任何条款及条件。如果在这些条款、任何采购订单、SRG GLOBAL 现时有效的供应商质量手册、模具和设备集成商供应商协议或规格说明之间有任何冲突，则将按下列优先适用次序解决该等冲突：(i) 可适用的订采购单，(ii) 模具和设备集成商供应商协议，(iii) 规格说明，(iv) SRG GLOBAL 现时有效的供应商质量手册及(v) 这些条款；但采购订单只有在货

2.3 Our Agreement; Content of the Contract. Our agreement can be summarized very simply: We will purchase from you, and you will sell to us, the Goods and/or Services, for the price stated on the Purchase Order, on the terms and conditions of the Contract. The “Contract” is comprised of these Terms, any Purchase Order issued by SRG GLOBAL or accepted by Seller pursuant to Section 2.1(c), as the case may be, or accepted by Seller pursuant to Section 2.2, any Specifications referenced in the Purchase Order, SRG GLOBAL’s then-current Supplier Quality Manual (available online at www.SRGGlobal.com) and SRG GLOBAL’s Tooling and Equipment Integrator Supplier Agreement if any Tooling is identified in the Purchase Order, any other documents specifically incorporated in the Purchase Order or separately agreed to in writing and signed by the parties, and the Supplier Confidentiality Agreement; provided, however, that any invention agreements, electronic data interchange agreements or other general agreements between the parties not in respect of the Goods and/or Services covered by the Contract will remain in effect outside of the Contract. The Contract constitutes the final, complete and exclusive agreement and understanding by and between the parties with respect to the Goods and/or Services covered by the Contract and supersedes all prior or contemporaneous written or oral agreements relating to the Goods and/or Services covered by the Contract. No other terms and conditions shall be of any force or effect, including, without limitation, any terms and conditions referenced on any quotation, contained in any electronic transmission or on any website referenced in any document. In the event of any conflict between these Terms, any Purchase Order, SRG GLOBAL’s then-current Supplier Quality Manual, the Tooling and Equipment Integrator Supplier

物或服务的定价、计划表、规格说明及其他具体方面可对这些条款进行补充，而不是对在这些条款中另行规定的有关货物或服务供应的一般条款和条件进行补充。SRG GLOBAL 反对且不接受你方对合同进行的任何更改或补充（不论是以文本或印刷形式）。除非各方明确以书面同意，任何更改或补充都不是本合同的一部分。

2.4 未来的购买。除非双方另行以书面约定，这些条款将适用于 SRG Global Inc. 或其任何子公司未来从你方购买货物或服务的情况，不论适用的采购订单是否提及这些条款。

3. 沟通。在规格说明或采购订单中指明的 SRG GLOBAL 的代表（“SRG GLOBAL 代表”）是我们的官方代表，除了在紧急情况之外（且只有在紧急情况导致有必要的范围内），你放不得按任何其他方的指示行事。SRG GLOBAL 可更换 SRG GLOBAL 代表，但必须由一名经授权的 SRG GLOBAL 正式人员签署书面文件方可进行。

4. 你方的责任。

4.1 安全。安全是 SRG GLOBAL 最优先考虑的事项。你方将在 SRG GLOBAL 的场所履行工作时遵守下列规则：

Agreement or the Specifications, the conflict will be resolved in the following order of priority: (i) the applicable Purchase Order, (ii) the Tooling and Equipment Integrator Supplier Agreement, (iii) the Specifications, (iv) SRG GLOBAL's then-current Supplier Quality Manual and (v) these Terms; provided, however, that a Purchase Order may supplement these Terms only with respect to pricing, schedule, Specifications and other specific aspects of the Goods or Services and not general terms and conditions related to the supply of the Goods or Services that are otherwise provided for in these Terms. SRG GLOBAL objects to, and does not accept, any changes or additions to the Contract that you make (whether in text or in printed forms). No changes or additions are part of the Contract unless each party expressly agrees to them in writing.

2.4 Future Purchases. Unless both parties agree otherwise in writing, these Terms will apply to future purchases of goods or services from you by SRG Global Inc. or any of its subsidiaries, regardless of whether the applicable Purchase Order references these Terms.

3. Communication. The representative of SRG GLOBAL identified on the Specifications or the Purchase Order (“SRG GLOBAL's Representative”) is our official representative and, except in an emergency (and then only to the extent made necessary by the emergency), you will not act on instructions from anyone else. SRG GLOBAL may change SRG GLOBAL's Representative, but will only do so in a written document signed by an authorized SRG GLOBAL official.

4. Your Responsibilities

4.1 Safety. Safety is a top priority for SRG GLOBAL. You will comply with the following while performing Work at SRG GLOBAL's facilities:

- (a) 卖方对安全负责。 你方应对你方雇员以及你方分包商的雇员的安全负责，并对可能受到你方工作影响的我方雇员、访客及其他承包商的安全负责。你方将采取一切必要的步骤，预防可能因你方工作而导致的伤害或事故危险。你方将为正在执行的工作制定和实施适当的安全、健康和工作程序，并将遵守一切适用的安全法律、规则和法规。
- (b) 受伤。 你方必须立即向 SRG GLOBAL 负责项目的工程师及/或工厂安全的管理人员报告任何受伤情况，并按照 SRG GLOBAL 的格式完成事故报告。
- (c) 清理工作现场。 你方将保护你方履行工作的地方在工作期间不堆积垃圾和杂物。你方将移除所有垃圾和杂物，并在每个工作班次结束时，扫清工作现场，以使工作现场保持干净整洁。如果你方没有将工作现场保持干净整洁，SRG GLOBAL 可能清理工作现场，你方将向 SRG GLOBAL 偿付合理的清理费用。除非 SRG GLOBAL 另行约定，你方将自费安排对所有垃圾和杂物进行妥善处置。
- (d) 阻止财产损失。 你方负责保护所有材料、设备以及你方工作的 SRG GLOBAL 场所不受损失，包括你方分包商所造成的损失。
- (a) Seller Responsible for Safety. You are responsible for the safety of your employees and the employees of your subcontractors, as well as our employees, guests and other contractors who may be affected by the Work. You will take all necessary steps to prevent danger of harm or accident that may result from the Work. You will establish and enforce appropriate safety, health and work procedures for the jobs being performed, and will comply with all applicable safety laws, rules and regulations.
- (b) Injuries. You must immediately report any injury to the SRG GLOBAL engineer in charge of the project and/or the plant safety officer, and complete an accident report in SRG GLOBAL's required form.
- (c) Clean Work Site. You will protect the place where the Work is performed from the accumulation of trash or debris during the Work. You will remove all trash and debris and broom clean the work site at the end of each work shift so the work site will be left clean and neat. If you do not leave the work site clean and neat, SRG GLOBAL may have the work site cleaned and you will reimburse SRG GLOBAL for the reasonable cost of the clean-up. Unless otherwise agreed by SRG GLOBAL, you will arrange for proper disposal of all trash and debris at your expense.
- (d) Preventing Property Damage. You are responsible for protecting all materials, equipment and the SRG GLOBAL facility where you are working from damage, including damage caused by your subcontractors.

(e) 具体的安全规则。除了以上提到的总体要求之外，在不限制你方对安全应承担的总责任的前提下，你方将遵守并确保你方雇员、分包商和代理商遵守适用的 SRG GLOBAL 场所的规则和指引及如下具体规则：

(i) 在适用时，遵守相关职业安全与健康管理部门的政策，包括但不限于：上锁/挂牌程序；密闭空间进入程序；耳塞的使用要求、载人电梯和叉车安全带的使用；在指定区域使用安全帽；禁止喝酒和抽烟（包括无烟烟草），禁止使用毒品。在工厂时必须始终佩戴符合 ANSI 标准 Z87 的清洁工业安全眼镜（带侧护板）和足趾安全鞋。

(ii) 未经负责项目的 SRG GLOBAL 工程师及/或维修主管的批准，不允许进行切割或焊接作业。未经 SRG GLOBAL 的主管工程师的批准，不得关闭或将连接电气或其他公用事业服务连接到 SRG GLOBAL 设施上。不允许使用明火。

(iii) 遵守 SRG GLOBAL 全球承包商安全和环境计划以及危险通识计划和程序。你方必须将带到现场来的任何危险物质通知我方。任何怀疑被化学品或危险材料污染的材料将在环境经理放行之后方可被移除。

(e) Specific Safety Rules. In addition to the general requirements noted above, and without limiting your overall responsibility for safety, you will comply, and ensure that your employees, subcontractors and agents comply with the rules and guidelines of the applicable SRG GLOBAL facility and with the following specific rules:

(i) Follow all Occupational Safety and Health Administration (OSHA) policies wherever applicable, including but not limited to: lockout/tagout procedures; confined space entry procedures; ear plug requirements, use of safety belts on man lifts and fork trucks; use of hard hats in designated areas; prohibitions against alcohol, tobacco (including smokeless tobacco) and drugs. Clear industrial safety glasses meeting ANSI standard Z87, with side shields, and safety toe shoes must be worn in the plant at all times.

(ii) No cutting or welding is permitted without the approval of the SRG GLOBAL engineer in charge of the project and/or the maintenance superintendent. Do not shut down or connect electrical or any other utility service to any part of the SRG GLOBAL facility without the approval of SRG GLOBAL's engineer in charge. No open fires are permitted.

(iii) Follow the SRG Global Contractor Safety and Environmental Program and the Hazard Communication Program and procedures. You must notify us of any hazardous materials you will be bringing on site. Any materials that are suspected of being contaminated by chemicals or hazardous materials will not be

(iv) 卖方车辆只有在装卸材料或设备时才被允许进出 SRG GLOBAL 场所。并且只允许在指定区域泊车。你方雇员、分包商和代理商不得进入 SRG GLOBAL 场所内的你方履行工作以外的区域。

(v) 在 SRG GLOBAL 场所，在任何时间均不允许：毒品和酒；铝罐；烟草（包括无烟烟草）；短裤；裸肩；露趾鞋；撕裂的裤子或衬衫；或其他有安全隐患的衣物、珠宝或发型。

(vi) 在任何时间，均不允许在 SRG GLOBAL 的物业内出现武器（包括存储在任何车辆或集装箱的武器），不论个人是否持有携带武器的有效许可证。武器包括但不限于枪支、弹药、空气步枪、手枪和刀具（刀片长度不超出 3 英寸的小型口袋刀片除外）。

(vii) 遵守你方履行工作所在的 SRG GLOBAL 场所的所有具体的安全规则和政策。

4.2 环境和危险物质的处置。你方必须遵守所有环境法律，遵循 SRG GLOBAL 环保工作人员有关遵守环境法律和政策的指示。关于你方带到我方现场来的任何危险或管制物质，你方必须提前通知 SRG GLOBAL 并提供 MSDS 表格。你方在获得 SRG GLOBAL 环保经理的清理指示之前，以及在确保相关处置遵守适用法律和已经妥善完成所有必要的监管文件之前，

removed until our environmental manager has given clearance.

(iv) Seller's vehicles are permitted on SRG GLOBAL's premises only when dropping off or picking up material or equipment. Park in designated areas only. Your employees, subcontractors and agents are not permitted in the SRG GLOBAL facility outside the area where the Work is being performed.

(v) The following are not permitted in the SRG GLOBAL facility at any time: drugs and alcohol; tobacco (including smokeless tobacco); short pants; bare shoulders; open toe shoes; torn pants or shirts; or other clothing, jewelry, or hairstyles presenting a safety hazard.

(vi) Weapons are not permitted on any SRG GLOBAL property at any time (including weapons stored in any vehicle or container), regardless of whether an individual has a valid permit to carry a weapon. Weapons include, but are not limited to, firearms, explosives, air rifles or pistols and knives (except small pocket knives with blades no longer than three inches).

(vii) Follow all specific safety rules and policies of the SRG GLOBAL facility where the Work is performed.

4.2 The Environment and Disposal of Hazardous Materials. You must comply with all environmental laws and follow the instructions of SRG GLOBAL's environmental staff concerning compliance with environmental laws and policies. You must notify SRG GLOBAL in advance of, and provide MSDS forms for, any hazardous or regulated materials that you bring onto our site. You must not dispose of any hazardous or regulated material or any materials that are suspected of being contaminated by

不得从 SRG GLOBAL 场所处置任何危险或管制物质，或怀疑被化学品或被危险或管制物质污染的任何材料。

4.3 工作。以下内容适用于你方工作：

- (a) 质量。你方履行的所有工作和你方提供的材料、货物及/或服务均将具有最优品质，符合相关行业的最佳实践。除非规格说明另有明确规定，所有材料和货物都是新的并符合最新设计。工作将满足国家和地方标准和要求，如适用。
- (b) 及时性。你方将根据合同中所包含的时间计划表（“计划表”）交付货物及/或服务。若我方如此要求，你方将在我方提出要求之后十(10)个公历日内，向我方提交一份与规格说明及采购订单的时间要求相一致的明确的进度表。你方将采取一切必要的行动以满足计划表的要求，包括（若必要）在平时、周末或节假日加班工作。如果规格说明或订单包括一项违约金条款，(i) 双方承认并同意，因为你方未能满足计划表的要求，从而导致 SRG GLOBAL 将会或可能产生的损害金额将很难或无法精确计算，及(ii) 双方理解并同意：(x) SRG GLOBAL 将因你方未能履行该等义务而遭受损失；(y) 任何在违约金条款项下的应付金额均属于损害赔偿性质，不属于罚金；及(z) 该等金额代表对于 SRG GLOBAL 可能由于你方未能履约而造成损失的合理预估。

chemicals or by hazardous or regulated materials, from a SRG GLOBAL facility without obtaining clearance in advance from SRG GLOBAL's environmental manager and ensuring that the disposal is in compliance with applicable laws and that all necessary regulatory filings are properly completed.

4.3 The Work. The following apply to the Work:

- (a) Quality. All of the Work that you do and the materials, Goods and/or Services that you furnish will be of the highest quality and conform to the best practices in the relevant industry. Unless the Specifications expressly require otherwise, all materials and Goods will be new and of the latest design. The Work will comply with the state and local building codes, if applicable.
- (b) Timeliness. You will deliver the Goods and/or perform the Services in accordance with the schedule included in the Contract (the "Schedule"). If we so request, you will prepare and submit to us within ten (10) calendar days of our request a definitive progress schedule consistent with the timing requirements of the Specifications and Purchase Order. You will do what is necessary to comply with the Schedule, including working overtime, weekends or holidays where necessary. If the Specifications or the Purchase Order include a liquidated damages provision, (i) the parties acknowledge and agree that it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by SRG Global as a result of your failure to adhere to the Schedule, and (ii) it is understood and agreed by the parties that: (x) SRG Global will suffer damages by your failure to meet such obligations; (y) any amounts payable under the liquidated damages provision are in the nature of liquidated damages and not a penalty; and (z) such amounts represent a reasonable estimate of the damages that SRG Global would likely sustain on account of your failure.

(c) 遵守法律；获取许可。 你方将确保你方工作符合所有适用的国家和地方法律、法规和规章，包括但不限于：(i) 有关劳工、人权、安全和环境的国家和地方法律、法规和规章及(ii) 货物将进行安装或交付，或服务将予以履行的所在国家的法律、法规和规章。货物必须不含消耗臭氧层物质和石棉。若你方认定需要对规格说明作出修改以满足法律或法规要求，你方将立即以书面形式告知我方，并在采取行动之前取得我方的指示（除非必须立即采取行动以阻止人身伤害或环境污染）。在履行合同的过程中，你方将并将促使你方雇员、分包商和代理商遵守适用的国家和地方法律、法规和规章，包括但不限于：(i) 有关劳工、人权、安全和环境的国家和地方法律、法规和规章及(ii) 货物将进行安装或交付，或服务将予以履行的所在国家的法律、法规和规章。除非规格说明明确另行规定，你方将获取所有必要的许可。

(d) 遵守规格说明；对规格说明所作更改。 制定规格说明的目的是为了对已完成的工作进行描述。规格说明中包含的文本和图纸相互关联，无论是文本或图纸其中之一要求，该等要求应同时约束于文本和图纸。如你方发现规格说明中有明显的错误或不符点，立即以书面形式告知我方，并在没有确定之前不得继续开展工作（包括但不限于制造或采购货物）。如你方希望为规格说明中的任何材料提出替代品，你方必须向我方提供建议以使得我方有足够的时间来防止延误的发生。未经我方的书面同意，不允许进行任何替代。对规格说

(c) Complying with Laws; Obtaining Permits. You will ensure that the Work complies with all applicable state, regional and local laws, codes and regulations, including but not limited to (i) those related to labor, human rights, safety and the environment and (ii) those of the state/country in which the Goods will be installed or delivered or the Services will be performed. The Goods must be free of ozone depleting materials and asbestos. If you believe that any deviation from the Specifications is necessary to meet legal or regulatory requirements, you will promptly notify us in writing and obtain our instructions before acting (except where immediate action is needed to prevent injuries or environmental contamination). In performing under the Contract, you will, and will cause your employees, subcontractors and agents to, comply with applicable state, regional and local laws, codes and regulations, including but not limited to (i) those related to labor, human rights, safety and the environment and (ii) those of the state/country in which the Goods will be installed or delivered or the Services will be performed. Unless the Specifications expressly state otherwise, you will obtain all necessary permits.

(d) Complying with Specifications; Changes to Specifications. The Specifications are intended to describe the finished Work. Text and drawings included in the Specifications are cooperative, and what is called for by either will be as binding as if called for by both. If you discover an apparent error or inconsistency in the Specifications, you will promptly notify us in writing and will not proceed with the Work (including, without limitation, manufacturing or procuring the Goods) in uncertainty. If you wish to propose substitutes for any materials specified in the Specifications, you must submit the proposal to us in ample time to prevent delays. No substitutions are permitted without our written consent.

明所作的所有修改、增加或变动均须得到 SRG GLOBAL 和卖方的书面同意。

- (e) 图纸。如果规格说明或采购订单需要图纸，你方将：(i) 在计划表要求的时间，以 SRG GLOBAL 可接受的格式，向 SRG GLOBAL 代表提交三份完整的图纸以供其审查和批准，(ii) 若我方归还上述图纸，未作批准，或要求对任何图纸进行改动，则你方将按要求进行改动，并及时地冲洗提交经更正的图纸以供批准，及(iii) 提供三份经上述批准的图纸（经核准副本），然后再开始上述批准图纸中描述的工作。
- (f) 了解现场和项目；在离开现场时恢复原样。你方向我方声明，你方对于即将履行工作的条件已经完全熟悉，你方已知悉工作的性质和范围，对于为项目报价、按照计划表和约定的价格履行工作，已进行所有必要的研究。SRG GLOBAL 将不再允许或认可因为声称已变更、已隐藏或未知的工作条件而要求的任何未额外补偿、延长时间。如你方需要我方的计划或其他文件，必须及时提出要求，以确保计划表的进度。你方将在离开工作附近的区域时将这些区域恢复原样。
- (g) 你方雇员和分包商。在履行工作中，你方将只雇佣有资质的人员。除非规格说明或订单要求使用特定的分包商，你方将选择自己的分包商。如你方对报价征询作出回应，当你方提交报价的同时必须向我方提供一份你方准备为工作使用的分包商的书面清单。如你方不对报价征询作出回应，一经我方要求之后，你方将立即向我方提供你方将为工作使用的所有分包商的名

All modifications, additions or changes to the Specifications must be agreed to by SRG GLOBAL and Seller in writing.

- (e) Drawings. If the Specifications or the Purchase Order requires drawings then you will: (i) submit three complete sets of prints for review and approval by SRG GLOBAL's Representative at the time required by the Schedule and in a format acceptable to SRG GLOBAL, (ii) in the event we return any prints without approval or request revisions to any prints, you will make any requested revisions and promptly resubmit the corrected prints for approval and (iii) provide three certified copies of each approved print before starting the work described on the approved print.
- (f) Know the Site and Project; Leave it as You Found it. You represent to us that you are thoroughly familiar with the conditions under which the Work is to be performed, and that you have informed yourself of the nature and extent of the Work and have made all studies necessary to quote the project and to perform the Work pursuant to the Schedule and for the agreed-upon price. No claim for either additional compensation or extension of time alleging changed, concealed or unknown conditions will be allowed or recognized by SRG GLOBAL. If you need plans or other documents from us, you must request them in time to maintain the Schedule. You will leave the areas around the Work as you found them.
- (g) Your Employees and Subcontractors. You will employ only qualified personnel in the performance of the Work. Unless the Specifications or Purchase Order require the use of specific subcontractors, you will select your own subcontractors. If you are responding to a RFQ, you must provide us with a list of your subcontractors that you will use for the Work in writing when you submit your quotation. If you are not responding to a RFQ, you will provide to us the name of each subcontractor that you will use in the Work promptly upon our request. You

称。你方将为你方所有雇员、分包商和代理的作为和不作为向我方及第三方承担全部责任，并将向就他们的作为和不作为所产生的一切后果赔偿 SRG GLOBAL 并保护 SRG GLOBAL 免于受损。尽管如此，如果我方经完全自行决定后，认为你方的任何现场雇员、代理商或分包商无法胜任工作，在我方要求之后，你方将替换相关人员。你方在 SRG GLOBAL 的工作场所以及在应对 SRG GLOBAL 雇员或代理商时，必须遵守并促使你方雇员、分包商和代理商遵守 SRG GLOBAL 的个人行为政策，包括但不限于 SRG GLOBAL 的反骚扰政策、SRG GLOBAL 的访客保密协议、禁止武器、饮酒、吸烟和使用药物。

- (h) 文档资料。你方将随同工作一起提供（英文）文档资料，包括对货物的操作、维护和保养必要的竣工图、计算机代码以及规格说明所要求的任何额外的文档资料。文档资料还将包括你方从第三方获得的所有零部件的操作、维护和维修、更换所必需的所有文档资料。除非规格说明另有规定，文档资料将包括“零部件清单”，指第三方提供的零部件的完整清单，包括
- (i) 税收。除非采购订单另有规定，你方将在报价中包括（并且你方将支付）所有适用的税收，包括但不限于销售税和使用税。

are fully responsible to us and to third parties for the actions and omissions of all of your employees, subcontractors and agents, and will indemnify and hold SRG Global harmless from all consequences of their actions and omissions. Nonetheless, at our request, you will replace any of your on-site employees, agents or subcontractors who we consider inadequate in our sole discretion. You must follow, and must cause your employees, subcontractors and agents to follow, SRG Global's personal conduct policies, including but not limited to SRG Global's Policy Against Harassment, SRG Global's Visitor Confidentiality Agreement and all prohibitions against weapons, alcohol, tobacco and drugs on SRG Global's premises and while dealing with SRG Global employees or agents.

- (h) Documentation. You will provide, along with the Work, documentation, including as-built drawings and computer code necessary for the operation, maintenance and repair of the Goods and any additional documentation required by the Specifications, in the English language. The documentation will also include all documentation necessary for the operation, maintenance, repair and replacement of all components that you obtain from third parties. Unless the Specifications require otherwise, the documentation will include a "components list," which means a complete list of the components furnished by third parties, including for each (i) the name of the component, (ii) the name and address of the supplier and (iii) the supplier's model or other identifying number.
- (i) Taxes. You will include in your quotation, and unless the Purchase Order states otherwise, you will pay, all applicable taxes of any kind, including but not limited to sales and use taxes.

- (j) 工具和材料。如果卖方为制造货物而专门制作或购买了任何设计、草图、图纸、蓝图、图案、挤型模具、浇铸模具、面具、模型、工具、仪表、设备或特殊用具且我方为上述项目支付了价款，则上述项目将在制造或购买后立即成为我方财产。你方将为上述项目维持现有的库存。
- (k) 货物的隔离。你方将在我方提出要求之后，立即隔离所有材料、在制品、货物中已完成的部分，在所有这些财产上标记表示这些财产已经由 SRG GLOBAL 通过进度款或其他方式付款，已经成为 SRG GLOBAL 的财产，并签署我方可能要求你方签署的任何确认书或其他文件，以保护我方对这些财产的权益。
- (l) 产品支持。在货物的使用寿命或在我方对货物进行验收日期后的十(10)年期间（以较长时间为准），你方将对货物进行产品支持，包括向我方提供子组件、零部件和服务。如果你方停止销售货物、子组件、零部件或服务，且不提供任何其他合格来源，你方将向我方提供所有可使我方能够获得或购买服务的所有图纸、规格书和专有技术，以及确保我方可在免特许费的基础上制造、已制造或购买物品（包括向第三方获取部件）。与本第 4.3(l)条相关的义务，你方在此向 SRG GLOBAL 授予免特许费的许可。
- (m) 担保权益的授予。你方授予我方在任尚未交付的货物中的买价担保权益（该担保权益以我方已经做出的任何付款为限），你方还授权我方签署并提交一份完
- (j) Tools and Materials. If any designs, sketches, drawings, blueprints, patterns, dies, molds, masks, models, tools, gauges, equipment or special appliances are made or procured by Seller especially for producing the Goods and we pay for such items, then they will become our property immediately upon manufacture or procurement. You will maintain a current inventory of any of the items listed above.
- (k) Identification of Goods. You will, immediately upon our request, segregate all materials, work in process and completed parts of the Goods, mark all of the property that has been paid for through progress payments or otherwise as the property of SRG GLOBAL, and execute any confirmation or other documents that we may request to protect our interest in the property.
- (l) Product Support. You will make product support for the Goods, including subassemblies, spare parts and service, available to us during the operational life of the Goods or ten (10) years after the date we accept the Goods, whichever is later. If you stop selling the Goods, subassemblies, or spare parts, or service, and do not provide for another qualified source, you will make available to us all drawings, specifications, and know-how which will enable us to service or procure service, and to make, have made or procure the items (including components obtained from third parties) under a royalty-free license. In connection with the obligations set forth in this Section 4.3(l), you hereby grant to SRG GLOBAL such royalty-free license.
- (m) Grant of Security Interest. You grant us a purchase money security interest in any of the Goods that has not been delivered, to the extent of any payments that we have made, and you authorize us to sign and file a financing statement perfecting that security

善该等担保权益的财务报表，并发送任何为实现该等买价担保权益所需的通知。

4.4 更改。 SRG GLOBAL 可要求对工作进行更改，但你方应当仅按照 SRG GLOBAL 代表以书面形式提出的更改要求进行工作。如果我方要求的任何更改需要对工作的价格或计划表作进行变更，你方必须向我方提供一份显示已更改价格以及对计划表上所有更改的影响的书面报价。除非报价被 SRG GLOBAL 代表以书面形式接受，将不允许对工作或计划表进行任何更改。如果我们要求的一项更改减少了提供你方工作所需的成本或时间，你方将立即对价格或计划表进行平衡调整。

4.5 赔偿；损失风险；保险。

(a) 赔偿。 你方对工作以及对你方雇员、代理商和分包商全权负责，你方将就你方或你方雇员、代理或分包商因为与工作有关的原因（包括但不限于与装运、安装、测试、修理或维护有关的原因）所导致的人身伤害、财产损失（律师及其律所的费用和开支，内部律师的费用及调查费）提起的索赔、损害、责任、成本、费用及其他任何种类的损失，向 SRG GLOBAL、其子公司、关联公司、我方以及以上各自的董事、管理人员、代理、雇员、客户、继任方和受让方作出赔偿并保护他们所有各方免于受损。此项赔偿在工作被验收且已付款之后、以及涵盖工作的保证到期后或者合同期满或终止/解除之后仍继续有效。

interest and to send any notifications required to affect such purchase money security interest.

4.4 Changes. SRG GLOBAL may request changes in the Work, but you should only act on changes that are requested in writing by SRG GLOBAL's Representative. If any change that we request requires a change in the price of the Work or the Schedule, you must provide us with a written quotation showing the change in the price and the effect of all changes on the Schedule. Unless the quotation is accepted in writing by SRG GLOBAL's Representative, no change in the price of the Work or Schedule will be permitted. If a change we request reduces the cost or time required to provide the Work, you will promptly make an equitable adjustment in the price or the Schedule.

4.5 Indemnity; Risk of Loss; Insurance.

(a) Indemnity. You are fully responsible for the Work and for the actions of your employees, agents and subcontractors, and you will indemnify and defend SRG GLOBAL, its subsidiaries and affiliates, and our and their respective directors, officers, agents and employees, customers, successors and assigns and hold all of them harmless against any claim, damage, liability, cost, expense, and other loss of any kind whatsoever for personal injury or damage to property (fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs) caused by you or any of your employees, agents or subcontractors in connection with the Work (including, without limitation, in connection with shipping, installation, testing, repair or maintenance). This indemnity will survive the acceptance of and payment for the Work, the expiration of the warranty covering the Work and

- any expiration or termination of the Contract.
- (b) 损失风险；所有权转让。除非规格说明另有规定，货物的损失或损害的风险在货物在 SRG GLOBAL 场所或 SRG GLOBAL 以书面形式指定的工厂完全卸载时转移给 SRG GLOBAL。但是，如果我们要求货物按照上述第 4.3(k) 条的规定进行隔离，则损失风险将在我们提出要求时被转移。我们将为我们有损失风险的货物投保。货物的所有权在下列较早时间转让给 SRG GLOBAL：(i) 货物在 SRG GLOBAL 场所或 SRG GLOBAL 以书面形式指定的工厂完全卸载时，或(ii) SRG GLOBAL 已为货物全额付款。
- (c) 货物保险。你方将为尚未转移给 SRG GLOBAL 的货物（且该等保险应向我方可合理接受的保险公司购买）的损失风险进行投保，以保障该等货物免受损失或损害的风险，直至该等货物的损失风险已转移给我方，保险金额应为合同项下的总价。你方的保险将指定 SRG GLOBAL 为理赔受益人，作为我方利益的体现。
- (d) 卖方的保险。除非规格订单或采购订单另有规定，你方将为你方自身以及你方涉及工作或支持工作的任何雇员、代理商或分包商提供下列保险的保障：(i) 工伤保险，保险限额依法定；(ii) 雇主责任险（每次事故或患病所致人身伤害的保险限额为美元 2,000,000）；(iii) 商业综合责任险，包括合同责任、产品完工责任和场地
- (b) Risk of Loss; Title Transfer. Unless the Specifications provide otherwise, risk of loss of or damage to, the Goods passes to SRG GLOBAL when the Goods are completely unloaded at SRG GLOBAL's facility or at the facility designated by SRG GLOBAL in writing. If, however, we request that Goods be segregated under Section 4.3(k) above, risk of loss will pass when we make our request. We will insure Goods as to which we have risk of loss. Title to the Goods transfers to SRG GLOBAL upon the earlier of (i) the time when the Goods are completely unloaded at SRG GLOBAL's facility or at the facility designated by SRG GLOBAL in writing or (ii) the time when SRG GLOBAL has paid for the Goods in full.
- (c) Insurance for the Goods. You will keep the Goods for which risk of loss has not passed to SRG GLOBAL insured against loss or damage with an insurer reasonably acceptable to us until the risk of loss of the Goods has passed to us, in an amount equal to the total price under the Contract. Your insurance will name SRG GLOBAL as a loss payee, as our respective interests may appear.
- (d) Seller's Insurance. Unless the Specifications or Purchase Order provide otherwise, you will provide the following insurance coverage for you and any of your employees, agents or subcontractors involved in the Work or in supporting the Work: (i) Workers' Compensation to statutory limits; (ii) Employer's Liability Insurance (Minimum of \$2,000,000 for bodily injury by accident or disease); (iii) Commercial General Liability Insurance including Contractual

责任 (每次人身伤害的保险限额为美元 2,000,000) ; (iv) 综合汽车责任保险 (财产损失和人身伤害的每次/合并单一限额为美元 2,000,000) ; 及(v) 为你方在工作现场的所有财产投保财产保险, 以及向买方出售的所有货物灭失风险转移前全部价格的保险。你方所有保险范围均为优先保险, 不用于 SRG GLOBAL 购买的任何保险。你方代表自身及你方保险人, 就其已经投保的事项, 就向 SRG GLOBAL 及其代理和雇员的提出的任何索赔(或对该等索赔的代位求偿), 在其已经投保的情况下进行豁免, 不论 SRG GLOBAL 是否要求对该等事项购买保险。所有责任险均会将买方列为额外的被保险人。所有保险均将指定 SRG GLOBAL 为附加被保险人。

- (e) 保险证书。 你方将及时向 SRG GLOBAL 提供保险证书, 以证明你方已对上述要求的保险范围进行投保。每一份保险证书将证明工伤保险适用于拟定完成工作的所在国及 SRG GLOBAL、其关联公司和子公司及其各自的代理和雇员均被指定为商业综合责任险的附加被保险人。SRG GLOBAL 有权在你方义务未予减少的情况下, 暂停向你方、你方代理、雇员和分包商提供进出 SRG GLOBAL 工厂的权利, 除非且直到你方提供要求的证书。如果上述任何保单被取消, 你方将提前三十(30)日通知 SRG GLOBAL。任何变更、修改或撤销不

Liability, Products/Completed Operations coverage and Premises coverage, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability; (iv) Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury; and (v) Property insurance for all of your property at the worksite, and insurance for the full purchase price of goods sold to SRG Global as to which the risk of loss has not passed. All insurance will be primary and non-contributory to any coverage purchased by SRG Global. You release SRG Global, our agents and employees, on behalf of yourself and your insurers, from any claims (or rights of subrogation for such claims) to the extent such claims are insured against whether or not such insurance is required by SRG Global. All Liability insurance will name SRG Global as an additional insured.

- (e) Certificates of Insurance. You will promptly provide certificates of insurance addressed to SRG GLOBAL evidencing the coverage required above. Each certificate of insurance will certify that the workers' compensation insurance applies in the State where the Work is to be done and that SRG GLOBAL, its affiliates and subsidiaries, and their respective agents and employees are named as an additional insured with respect to the Commercial General Liability Insurance. SRG GLOBAL has the right to suspend access to its facilities for you, your agents, your employees and your subcontractors – without any reduction in your obligations – unless and until the requested certificates have been provided.

得影响卖方维持上述保险范围的义务。

5. 检查、验收、价格和付款。

5.1 检查和交付。 SRG GLOBAL 及其代表可在正常的工作时间内提出要求，对尚未完成的工作进行检查，包括正在卖方工厂所制造的货物，SRG GLOBAL 将在交货后的合理时间内对货物进行检查。当所有货物已在 SRG GLOBAL 工厂拆箱且 SRG GLOBAL 已就运输或卸货过程中的损坏或明显缺陷进行初步检查之后，货物将被视为已交付。

5.2 验收。 经 SRG GLOBAL 合理判断你方已全部履行合同项下的义务时，SRG GLOBAL 将验收工作。规格说明可包括一份具体的验收测试，在此情形下，当合同项下所规定的所有货物及服务已经完成，且验收测试也已成功完成的情况下，SRG GLOBAL 将验收工作。SRG GLOBAL 的验收将在 SRG GLOBAL 对工作进行全额付款时明确作出，其他通信或行为方式不构成验收。特别是，占有或使用货物不构成验收。

5.3 不符合要求的工作。 一经 SRG GLOBAL 要求，你方将立即自行承担费用及时删除、修改、重做和/或替换不符合合同的任何工作或部分工作。

5.4 价格与付款

Notice will be provided to SRG GLOBAL thirty (30) days in advance of cancellation of any of the above policies. Any such change, modification or cancelation shall not affect Seller's obligation to maintain the insurance coverages set forth above.

5. Inspection, Acceptance, Price and Payment

5.1 Inspection and Delivery. Upon request during normal business hours, SRG GLOBAL and its representatives may inspect the Work while it is in progress, including the Goods while they are being fabricated at Seller's facilities. SRG GLOBAL will inspect the Goods within a reasonable time after delivery. The Goods will be considered to have been delivered when all Goods has been uncrated in SRG GLOBAL's factory and has been preliminarily checked by SRG GLOBAL for damage in transit or unloading and for apparent defects.

5.2 Acceptance. SRG GLOBAL will accept the Work when all of your obligations under the Contract are fully completed in SRG GLOBAL's reasonable judgment. The Specifications may include a specific acceptance test, in which case SRG GLOBAL will accept the Work when all of the Goods and Services specified in the Contract have been completed, and the acceptance test has been successfully completed. SRG GLOBAL's acceptance will be given explicitly when SRG GLOBAL pays for the Work in full, and no other communication or action will constitute acceptance. In particular, taking possession of or using the Goods does not constitute acceptance.

5.3 Non-Compliant Work. You will, promptly upon SRG GLOBAL's request, remove, modify, redo and/or replace at your expense any Work or part thereof that does not comply with the Contract.

5.4 Price and Payment

- (a) 一般条款。 价格规定在采购订单中，含有你方聘用的工程师或顾问的费用和你方雇员和分包商的所有费用和开支、以及所有的材料、用品及包括有关工作的准备、执行和跟进在内的费用。受限于第 5.4(b)条，我方将依照合同中所规定的价格条款进行支付，但如若合同中未规定有付款条款，我方将在 SRG GLOBAL 收到可接受的发票当月末日后的第 60 天结束前进行支付。
- (b) 模具。 除非合同另有规定，模具发票仅可在收到 SRG GLOBAL 客户的完整 PPAP 批准之后提交，且所有该等发票必须附有下列材料：适用的该等模具的采购订单副本一份、批准样件检验报告副本一份、及《模具和设备集成供应商协议》中所规定的所有文件。

5.5 留置权。 SRG GLOBAL 应有权，在依照合同进行任何到期支付之前，要求你方签署并交付一份任何供应商、材料商、修理商、承包商留置权或类似留置权权利的弃权书，并从在截至付款日期之前提供劳务或材料的各分包商及/或材料商处获取并交付一份该等留置权的全面弃权书。若留置权被主张，你方将在 15 天之内对该留置权提供法定担保，且你方将就 SRG GLOBAL 可能因留置权而引起的所有费用及/或任何形式的责任（包括律师费及成本）进行赔偿并保证 SRG GLOBAL 不受任何损失。

6. 保证及知识产权

- (a) Generally. The price set forth on the Purchase Order includes all fees and expenses of engineers or consultants you engage and your employees and subcontractors, as well as all materials, supplies and work, including preparation, execution and follow-up with respect to the Work. Subject to Section 5.4(b), we will pay the price in accordance with the terms set out in the Contract, but if no payment terms are stated, we will pay by the 60th day following the last day of the month in which SRG Global receives an acceptable invoice.
- (b) Tooling. Unless otherwise set forth in the Contract, invoices for Tooling may be submitted only after full PPAP approval has been received from SRG GLOBAL's customer and all such invoices must be accompanied by the following: a copy of the applicable Purchase Order for such Tooling, a copy of approved sample part inspection report(s), and all documentation set forth in the Tooling and Equipment Integrator Supplier Agreement.

5.5 Liens. SRG GLOBAL shall have the right, prior to making any payment due under the Contract, to require you to execute and deliver a waiver of any supplier's, materialman's, mechanic's, contractor's, or similar lien rights and to obtain and deliver a full waiver of such lien rights from each subcontractor and/or materialman supplying work or materials up to the date of payment. If a lien is filed you will, within 15 days, statutorily bond the lien off the record, and you will indemnify and hold SRG GLOBAL harmless from any and all expense and/or liability of any kind arising from the lien (including attorneys' fees and costs).

6. Warranty and Intellectual Property

6.1 卖方保证。 卖方向 SRG GLOBAL 保证，所有货物和服务将：(a) 精确地符合采购订单和规格说明（包括物理及性能要求），(b) 符合所有适用的法律法规及其他政府要求，(c) 具有适销性，材料及工艺良好，且不存在材料、工艺和设计的瑕疵（在设计由卖方、其分包商、供应商或代理商提供的范围之内，即使设计已被 SRG GLOBAL 批准）；(4) 适用于在采购订单和规格说明中描述的目的或用途。卖方同时提供包含在其规格说明中的任何具体保证。保证期从依照第 5.2 条规定的验收时起算，为期三年，除非采购订单或规格说明中有不同的期限规定。你方理解，停工对我方业务是至关重要，因此，你方同意立即维修或更换货物或重做服务。若 SRG GLOBAL 以书面形式向你方提出保证索赔，而你方未能 (a) 在三(3)个工作日内回复该等索赔或 (ii) 在 10 个公历日内就补偿索赔取得实质性的进展，则我方有权修理或更换货物或重做服务，你方将对我方产生的所有成本（包括我方工作人员的费用）进行补偿。

6.2 他方保证的转让。 --你方将并入你方供应给我方的货物的任何其他商品制造商及卖方的所有保证，以及为工作服务的你方分包商的所有保证转让于我方。该等转让不得限制或降低你方在第 6.1 条项下的你方保证。

6.3 责任限制。 SRG GLOBAL 同意对你方违反保证而造成的间接或结果性损失不追究

6.1 Seller's Warranty. Seller warrants to SRG GLOBAL that all Goods and Services will: (a) conform precisely to the Purchase Order and the Specifications (including both physical and performance requirements), (b) conform to all applicable laws, regulations and other governmental requirements, (c) be merchantable, of good material and workmanship, and free from defects in materials, workmanship and design (to the extent the design is provided by Seller, its subcontractors, suppliers, or agents, even if the design has been approved by SRG GLOBAL); (d) be fit for the purpose or purposes described in the Purchase Order and Specifications. Seller also provides any specific warranties included in the Specifications. The warranty period begins at acceptance in accordance with Section 5.2 and lasts for three years unless a different period is provided in the Purchase Order or Specifications. You understand that downtime is critical to our business, and you therefore agree to repair or replace the Goods or redo the Services promptly. If SRG GLOBAL makes a warranty claim in writing and you fail to (i) respond to such claim within three (3) business days or (ii) make substantial progress to remedy the claim within 10 calendar days, then we have the right to have the Goods repaired or replaced or the Services redone, and you will reimburse us for all cost (including the cost of our personnel).

6.2 Assignment of Warranties of Others. You assign to us all warranties from manufacturers and sellers of any goods incorporated into the Goods, and from your subcontractors who work on the Work. This assignment does not limit or reduce your warranty under Section 6.1.

6.3 Limits on Liability. SRG GLOBAL agrees not to hold you responsible for indirect or consequential damages caused by a breach of warranty. You

你方责任。你方也不会就 SRG GLOBAL 因违反合同而造成的任何间接或结果性损失追究 SRG GLOBAL 的责任。

6.4 知识产权及工业产权

- (a) 委托作品；使用货物的许可。 除非规格说明或采购订单中另有明确规定，否则你方为工作而制作的任何计划、图纸、软件、报告或其他知识产权将属于我方财产，且你方将所有适用的版权、专利、商业秘密及其他知识产权权利转让于我方。货物一经交付，卖方将会被确定地视为已授予（无其他额外成本）SRG GLOBAL 或其受让人一份永久性的、全球性的、不可撤销的、免许可费的、非排他性的许可，来使用货物。
- (b) 赔偿。 卖方将就因货物或服务、SRG GLOBAL 对货物或服务的使用或 SRG GLOBAL 对使用货物或服务生产的产品的销售侵犯任何个人或实体的任何专利、版权、商标或其他知识产权或工业产权而引起的任何索赔、损害、责任、成本、费用及其他任何形式的损失（包括合理的费用和律师费及其所在律师事务所的费用，公司内部律师费用和调查费用），向 SRG GLOBAL 及其附属公司和关联公司及我方和前述各方各自的管理人员、董事、雇员、代理、客户、继承人和受让人进行赔偿，为其辩护且使其免受损失。该等赔偿在货物或服务验收和对其付款之后、及在涵盖货物或服务的保证到期之后及合同到期或终止之后仍继续有效，且只要 SRG GLOBAL 或其任何子公司仍在使用货

will not hold SRG GLOBAL responsible for any indirect or consequential damages caused by a breach by SRG GLOBAL of the Contract.

6.4 Intellectual and Industrial Property.

- (a) Work for Hire; License to use Goods. Unless the Specifications or Purchase Order expressly provides otherwise, any plans, drawings, software, reports or other intellectual property that you create for the Work will be our property, and you assign to us all applicable copyrights, patents, trade secrets and other intellectual property rights. Upon delivery of the Goods, Seller will be conclusively deemed to have (at no additional cost) granted to SRG GLOBAL, or its assignee, a perpetual, worldwide, irrevocable, royalty-free, non-exclusive license to use the Goods.
- (b) Indemnity. Seller will defend, indemnify and hold harmless SRG GLOBAL, its subsidiaries and affiliates and our and their respective officers, directors, employees, agents, customers, successors and assigns and hold all of them harmless against any claim, damage, liability, cost, expense, and other loss of any kind whatsoever (including reasonable fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs) arising out of any claim that the Goods or Services, SRG GLOBAL's use of the Goods or Services or SRG GLOBAL's sale of products manufactured using the Goods or Services infringes any patent, copyright, trademark or other intellectual or industrial property right of any person or entity. This indemnification will survive the acceptance of and payment for the Goods or Services, the expiration of the warranty covering the Goods or Services and any expiration or

物，则该等赔偿就应该持续有效。若我方使用货物或其任何部分被禁止，则你方将自行承担费用且我方可在有权采取的其他补救措施之外，根据我方的选择(i)为 SRG GLOBAL 获取到使用货物及销售使用了货物的产品的权利；(ii)对货物进行修改使其不再侵权，但修改后的货物仍须符合采购订单及规格说明；或(iii)向 SRG GLOBAL 提供并交付满足采购订单及规格要求要求的替代货物，使得 SRG GLOBAL 有权使用及销售使用了替代货物的产品，但是前提是第 6 条的条款将继续适用于替代货物。

7. 违约及补救

7.1 违约。 及时提供货物或完成工作对 SRG GLOBAL 的业务至关重要，且时间本合同项下是至关重要的。若出现下列情况，你方将构成违约：(a) 你方未能 (i) 就货物生产或完成工作作出任何进展；(ii) 依照合同和计划表交付货物或服务；或(iii) 根据合同或计划表实现最终验收；或者 (b) 你方 (i) 申请破产或资不抵债、书面承认你方无力偿还到期债务、为债权人的利益作出分配、同意为你方或你方财产委任接管人或进入暂停支付；或 (ii) 有针对你方提交的非主动性破产申请，或为你方或你方任何财产指定接管人，且该等申请未在 60 个公历日内取消；(c) 你方停止（或公开宣布你方意图停止）(i) 持续地经营业务，或

termination of the Contract, and will remain in effect for as long as SRG GLOBAL or any of its subsidiaries uses the Goods. If our use of the Goods or any part thereof is enjoined, then you will at your own expense and at our option, but in addition to any other remedy to which we may be entitled, either: (i) obtain for SRG GLOBAL the right to use the Goods and to sell products manufactured using the Goods; (ii) modify the Goods so that they become non-infringing provided that the Goods, after modification, must still conform with the Purchase Order and Specifications; or (iii) procure and deliver to SRG GLOBAL alternate Goods that meet the Purchase Order and Specifications so that SRG GLOBAL has the right to use and to sell products made with alternate Goods, on the condition that the provisions of Section 6 will continue to apply to the alternate Goods.

7. Default and Remedies.

7.1 Default. **TIMELINESS IN PROVIDING THE GOODS OR COMPLETING THE WORK IS ESSENTIAL TO SRG GLOBAL'S BUSINESS AND TIME IS OF THE ESSENCE IN THIS CONTRACT.** You will be in default under the Contract if: (a) you fail to (i) make progress on manufacturing the Goods or completing the Work; (ii) deliver the Goods or Services in accordance with the Contract and Schedule; or (iii) achieve final acceptance in accordance with the Contract and Schedule; or (b) you (i) file for bankruptcy or insolvency, admit in writing your inability to pay your debts as they fall due, make an assignment for or to the benefit of creditors, consent to the appointment of a receiver for you or your property or enter suspension of payments; or (ii) have an involuntary bankruptcy petition filed against you or a receiver appointed for you or any of your

(ii) 从事合同所涵盖的货物生产或服务提供的业务类型；或(d) 你方违反合同条款且该等违约未在你方收到书面违约通知后的 10 个公历日内予以纠正（无需通知及纠正机会的安全或环保违约除外）。

7.2 7.2 违约后果。 若你方构成了上述违约，我方有权，除其他我方有权采取的补救措施之外，自行决断：(a) 终止合同；(b) 占有任何已完成货物及为生产货物或提供服务而购买的任何物资和材料，作为对价我方会向你方支付下列款额（如有）中较少者 (i) 所占有物资的公允价值及 (ii) 合同中所规定的采购价格，减去因违约而产生的所有成本（包括但不限于内部人事成本及依据合同及计划表完成货物或工作的合理开支）-- 在任何一种情况下，减去我方已在合同下支付的所有金额，且退还我方已支付的超出该款额的任何金额；及/或 (c) 就违约产生的损害赔偿。

8. 其他事项

8.1 **保密。** 你方与 SRG GLOBAL 之间的《供应商保密协议》适用于你方在提供货物和履行服务过程中可能接触的所有保密信息。你方有责任确保你方员工、代理和分包商遵守《供应商保密协议》。未经 SRG GLOBAL 事先书面同意，你方不会，且你方会促使你方雇员、代理或分包商不会向

property, and such filing or petition is not vacated within 60 calendar days; (c) you cease to (or announce publicly your intention to cease to) (i) conduct your business as a going concern, or (ii) engage in the business of manufacturing goods or providing services of the type covered by the Contract; or (d) you breach a provision of the Contract and the breach is not cured within 10 calendar days after you receive written notice of the breach (except that notice and an opportunity to cure is not required for breaches relating to safety or the environment).

7.2 **Consequences of Default.** If you are in default as provided above, we may, in our sole discretion and in addition to any other remedies to which we may be entitled: (a) terminate the Contract; (b) take possession of any completed Goods and any goods and materials that have been purchased for the production of Goods or provision of Services, in exchange for payment to you of an amount (if any) equal to the lesser of (i) the fair value of the goods so taken and (ii) the purchase price provided for in the Contract, less all costs incurred on account of the default (including without limitation costs for internal personnel and reasonable overhead of completing the Goods or Work in accordance with the Contract and Schedule) – in either case, less all sums we have paid under the Contract, and to recover any sums we have paid in excess of that amount; and (c) recover damages for breach of contract and default.

8. Other Matters

8.1 **Confidentiality.** The Supplier Confidentiality Agreement between you and SRG GLOBAL applies to all confidential information that you may have access to in connection with supplying the Goods and performing the Services. You are responsible for your employees', agents' and subcontractors' compliance with the Supplier Confidentiality Agreement. You will not, and will cause your

任何第三方披露合同有关的任何信息及合同项下的货物或服务，或货物待交付或进行安装的场所（法律要求或为提供货物或履行工作而必要的除外）。如果你方和 SRG GLOBAL 之间未签订《供应商保密协议》：(i) “SRG GLOBAL 信息”是指你方、你方雇员、代理和分包商，从 SRG GLOBAL 一方接收或在 SRG GLOBAL 场所观察到或获得的与 SRG GLOBAL，SRG GLOBAL 子公司及其各自客户的货物、服务、设施、产品、设备、产能、知识产权、财务信息、需求、开发和计划所相关的信息；(ii) 除非法律要求或为提供货物和/或服务而必要，未经 SRG GLOBAL 的书面允许，你方不会，且促使你方雇员、代理或分包商不会向任何第三方透露，或不会以向 SRG GLOBAL 和其子公司提供货物和服务之外的目的使用任何 SRG GLOBAL 信息（）；(iii) 仅为 SRG GLOBAL 使用的目的且仅为 SRG GLOBAL 利益，你方将以信托形式持有所有 SRG GLOBAL 信息；和 (iv) 前述第(i)款至第(iii)款不适用于那些已通过非因你方或你方关联公司或雇员、代理或分包商披露而为公众所知悉的信息。

8.2 不可抗力。由极端事件或情况导致的任何一方在履行其义务时的拖延和未履行，如果是未履行方所无法控制且其没有过失和疏忽的，如天灾、火灾、水灾、风暴、爆炸、暴乱、恐怖活动，自然灾害及战争，未能履行一方在此情况下均无须承担责任（“可原谅的延迟”）。但是，在任何

employees, agents or subcontractors not to, disclose to any third party any information concerning this Contract, the Goods or Services provided hereunder, or the facility to which Goods are being delivered or in which Goods are being installed without SRG GLOBAL's prior written permission (except as may be required by law or as necessary to provide the Goods or perform the Work). If there is no Supplier Confidentiality Agreement between you and SRG GLOBAL: (i) "SRG GLOBAL Information" means all information that you, your employees, agents and subcontractors, receive from SRG GLOBAL or observe or obtain at SRG GLOBAL facilities relating to: the Goods, the Services, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of SRG GLOBAL, SRG GLOBAL's subsidiaries and their respective customers; (ii) you will not, and will cause your employees, agents or subcontractors not to disclose to any third party or to use for any purpose other than providing goods and services to SRG GLOBAL and its subsidiaries, any SRG GLOBAL Information, without SRG GLOBAL's written permission (except as may be required by law or as necessary to provide the Goods and/or Services); (iii) you will hold all SRG GLOBAL Information in trust for SRG GLOBAL's sole use and benefit; and (iv) clauses (i) through (iii) will not apply to information that is publicly known other than through disclosure by or through you, your affiliates or either of your employees, agents or subcontractors.

8.2 Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, acts of terrorism, natural disasters and wars

情况下，因下列原因而导致的卖方的履行不能均不构成不可抗力：(i) 卖方破产或财务状况，(ii) 基于市场情况的原材料或零部件的成本或可获得性的变更，(iii) 运输方式的成本或可获得性的变更，(iv) 政府法规、税收或优惠措施的变更，(v) 未取得许可证、执照或者其他政府审批，(vi) 未使用可用的替代服务、替代性资源、变通计划或可满足与货物或服务本质上相似的其他货物及/或服务的买方要求的其他方法，或 (vii) 劳动中断、罢工、停工及怠工，影响了卖方设施以构成可原谅的延迟。在发生任何导致可原谅的延迟的事件之后，援引可原谅的延迟的一方须立即向另一方提供可免则延迟的原因，可预期的延迟期间，以及何时延迟将可终止。在卖方延迟或不能履行期间，SRG GLOBAL 可以自行决定(x)从其他来源购买货物或服务并相应减少自卖方的购买量而不对卖方负有任何责任；(y)促使卖方自其他来源按照订单中的价格向 SRG GLOBAL 发货；或(z)要求卖方向 SRG GLOBAL 提供订单下的所有成品、部分完成的工作以及为订单工作所生产或取得的零部件和材料。如果为履行一方不能提供保证该等延迟将低于三十(30)日历日，或该等延迟超过了 30 日历日，另一方可以有权在履行恢复正常之前以提前向非履行方提出通知而终止合同。

(hereinafter an "Excusable Delay"). In no event, however, will Seller's inability to perform as a result of (i) Seller's insolvency or financial condition, (ii) change in cost or availability of raw materials or components based on market conditions, (iii) change in cost or availability of a method of transportation, (iv) changes in government regulations, taxes or incentives, (v) failure to obtain permits, licenses, or other government approvals, (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Goods and/or Services would be satisfied, or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facilities constitute an Excusable Delay. As soon as possible following the occurrence of an event causing an Excusable Delay the party claiming an Excusable Delay shall provide notice to the other party of the reason(s) for the Excusable Delay, the anticipated duration of the delay and the time in which the delay will be cured. During the delay or failure to perform by Seller, SRG Global, at its option, (x) may purchase the Goods or Services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (y) cause Seller to provide the goods or services from other sources in quantities and at times requested by SRG Global at the price set forth in the Purchase Order; or (z) may request Seller to deliver to SRG Global at SRG Global's expense all finished goods, work in process and parts and materials produced or acquired for work under the Purchase Order. If the non-performing party cannot provide assurances that the delay will last less than thirty (30) calendar days, or if the non-performance exceeds 30 calendar days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

8.3 不得转让。 未经一方事先书面同意，另一方不得将合同进行转让或许可，但 SRG GLOBAL 可将合同转让给其关联公司。合同将完全适用于各方的法定继任者和所允许的受让方。

8.4 救济及权利。 合同中规定的救济在所有情况下应累积适用而非排他适用。在出现违约的情况下，非违约方将有权享有合同项下及适用法律所提供的所有权利及救济。对合同任何违约的弃权不会被视为对合同其他条款先前或后续违约的弃权。对任何义务或行为履行时间的延展不会被视为对任何其他义务或行为履行时间的延展。

8.5 可分割性。 双方旨在且期望合同项下所有条款均可在法律允许的最大范围内得以执行。若合同任何条款或合同条款对任何人士或情形的适用，全部或部分地被解释为不合法、无效或不可执行，则该等条款将在法律允许的最大范围内，根据可适用的法律解释成可执行的方式进行解释。在任何情况下，除那些被认定为不合法、无效或不可执行的条款之外，合同的剩余条款或任何剩余条款对任何人士或情形的适用将持续完全有效且可执行。

8.6 修订。 --本《我方工厂的设备、非生产资料、服务或工作的一般采购条款和条件》只能以双方授权代表书面签字的形式进行修改或修订。除了 SRG GLOBAL 的代表，SRG GLOBAL 的其他雇员未经 SRG GLOBAL 授权官员的书面批准无权对本

8.3 No Assignment. The Contract cannot be assigned or delegated by either party without the other's prior written consent, except that SRG GLOBAL may assign the Contract to one of its affiliates. The Contract will be fully applicable to each party's legal successors and permitted assigns.

8.4 Remedies and Rights. The remedies provided for in the Contract are in all cases cumulative and not exclusive. In the event of a breach, the non-breaching party will be entitled to all rights and remedies provided by the Contract and by applicable law. No waiver of any breach of the Contract will be deemed a waiver of any preceding or succeeding breach or of any other provision of the Contract. No extension of time for performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

8.5 Severability. The parties desire and intend that all of the provisions of the Contract be enforceable to the fullest extent permitted by law. If any provisions of the Contract or the application of the provisions of the Contract to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining terms of the Contract or the application of any remaining terms to any person or circumstance other than those which have been held illegal, invalid or unenforceable will remain in full force and effect.

8.6 Amendment. These Terms can be amended or modified only by an agreement in writing signed by authorized representatives of both parties. Other than SRG GLOBAL's Representative, no SRG GLOBAL employee has authority to modify these Terms without written approval of an authorized official of SRG GLOBAL.

《我方工厂的设备、非生产资料、服务或工作的一般采购条款和条件》进行修改。

8.7 适用法律及管辖权。 合同应适用中华人民共和国法律（但排除中国关于指引适用其他国家法律的冲突法），并依照其进行解释和执行。双方排除《联合国国际货物销售合同公约》的适用。因合同或本一般条款及条件而引起的或与之相关的任何争议，若未能在一个月之内通过协商途径解决的，该等争议均应最终提交至中国国际经济贸易仲裁委员会（“贸仲”）依照其在仲裁通知发出时有效的仲裁规则在北京进行解决。仲裁庭应由三名仲裁员组成，其中一名仲裁员由买方指定、一名仲裁员由卖方指定，第三名仲裁员由贸仲指定并由其担任仲裁庭的首席仲裁员。仲裁语言应为英文和中文双语。仲裁裁决为终局且对双方均有约束力。

8.8 公开性。除非你方获得我方事先书面同意，你方不会以任何方式发布广告或公告或向公众发布任何有关 SRG GLOBAL 的声明或信息、或有关你方已向 SRG GLOBAL 提供或订立合同约定向 SRG GLOBAL 提供合同项下所需的物品的事实、或引用 SRG GLOBAL 任何雇员的意见，但法律法规另有要求的除外。

8.9 独立合同方的状态 你方在涉及合同的所有事项中均以独立合同方身份行事。你方或依据合同提供材料或履行服务的任何人士在任何情况下均非 SRG GLOBAL 的雇员。

8.7 Applicable Law and Jurisdiction. The Contract will be governed by, and construed and enforced in accordance with the laws of the People's Republic of China in accordance with the provisions of this section. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract. Any dispute arising from or in connection with the Contract or these General Terms and Conditions which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee shall be consisted by three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall in conducted in both English and Chinese. The arbitral award is final and binding upon both parties.

8.8 Publicity. Unless you obtain our prior written consent, you will not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning SRG GLOBAL, or the fact that you have furnished or contracted to furnish to SRG GLOBAL the items required by the Contract, or quote the opinion of any employee of SRG GLOBAL.

8.9 Your Status as an Independent Contractor. In all matters relating to the Contract, you will be acting as an independent contractor. Neither you nor any of the persons furnishing materials or performing services under the Contract are employees of SRG GLOBAL for any purpose.

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