

## 供应协议条款

### Supply Agreement

- 1 产品的采购均应由本供应条款进行约束。本供应条款应适用于买方随后所签发的所有采购订单（以下简称“采购订单”）。除经买方明确同意外，其他任何条款，包括但不限于供应商在其提议、订单确认、发票或其他信息上打印的标准条款，均不适用于买方和供应商之间的任何交易。

**Acceptance and Terms and Conditions.** The purchase of the Products by Dynamic Controls, or as applicable its subsidiaries and affiliates ("Buyer") from the supplier selling Products to Dynamic Controls ("Supplier"), hereunder is conditioned upon these Terms. These Terms shall apply and are incorporated into every subsequent purchase order issued by Buyer ("Purchase Order"). No other terms or conditions including, without limitation, Supplier's standard printed terms and conditions, on Supplier's proposal, order acknowledgment, invoice or otherwise, will have any application to any purchase between Buyer and Supplier unless specifically accepted in writing by Buyer.

- 2 非经买方明确书面许可外，供应商无权就超过买方订单数量或金额的部分要求买方做出任何有关物料或生产安排方面的承诺。供应商应自行对其提供产品所采购或销售的库存负责。买方可以在本协议期间内向供应商提供其预测产品量。双方确认此种预测不构成买方购买的承诺或义务，而仅为计划生产目的所参考。买方采购供应商产品的义务仅在生效订单下对买方发生法律效力。

**Buyer's Commitment.** Unless otherwise specifically agreed to in writing by Buyer, Supplier shall not request buyer to make any commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's Purchase Order. Supplier shall be solely responsible for managing its own inventory with respect to Products purchased and sold hereunder. Buyer may provide Supplier with forecasts that list monthly order quantities that are anticipated during the term of this Agreement. Both parties recognize that the forecasted volumes, if provided, do not constitute a commitment or obligation for Buyer to purchase and are for planning purposes only. Such commitment or obligation to purchase by Buyer can only be made in accordance with the official Purchase Order.

- 3 **价格。**除非双方另有明确约定，产品价格的计价单位以采购订单的货币单位为准。未经买方书面同意，不得增收任何费用或提升价格。所有发生的销售和/或使用或税均应在发票上逐项单独列明。

**Pricing.** Unless otherwise specifically agreed by Buyer and Supplier, prices for Products shall be in the currency provided in the Purchase Order. No charges, surcharges, premiums, add-ons or price increases of any kind, or any other action that has the effect of increasing the cost to Buyer shall be allowed unless specifically agreed to by Buyer in writing.

- 4 **因方便而解除协议。**除本协议约定的权利外，买方有权因己方便利之原因，以书面通知的方式向供应商取消所有或部分的供应协议或某一采购订单。如果发生此类协议终止，供应商应立即停止所有的生产，并通知其供应商或转包商停止相应生产。发生此类因方便而导致协议解除的，除根据本协议在通知之前已经交付的产品和买方书面确认过的产品外，买方无须向供应商承担任何额外费用或责任。

**Termination for Convenience.** In addition to any rights under the Supply Agreement, Buyer reserves the right to cancel all or any part of the Supply Agreement or a Purchase Order for Buyer's convenience by written notice to Supplier. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Upon such termination for convenience, Buyer shall not incur any further cost or liability to Supplier except for Products delivered previously pursuant to the Supply Agreement.

- 5 **因故终止。**假如供应商 (i) 资不抵债，(b) 无法支付到期债务，(c) 概括转让债权利益，(d) 迟延支付货款，(e) 将其资产全部或实质的部分转让给第三方的，或 (f) 进入破产诉讼程序的，(ii) 公司所有权或管理权变化，以致于买方的竞争者获取了供应商公司的所有权或多数股权，和/或 (iii) 在本协议或任一采购订单履行过程中的实质性违约，买方有权自主决定，并以提前七天书面通知的方式向供应商告知理由并终止本供应协议（部分或全部）和/或任何采购订单。如果供应商在收到买方上述通知七天内，纠正了前述事由并取得买方的谅解，买方有权自主决定是否将该事由认定为无效，同时本供应协议应继续有效。如果买方根据第 2.5 款而终止本供应协议或任何采购订单的，供应商应立即停止所有的生产活动，并通知其供应商或转包商停止相应生产，买方享有根据法律之规定行使权利和救济的权力。如果发生因故终止事件，买方可视自身需要通过生产、购买或其他方式在别处获取产品（或部件），供应商应承担买方就此所产生的所有额外费用或其他支出。买方仍可通知供应商将其为了履行本供应协议所购买的全部或部分的物料、在制品和/或通知中列明的成品的权利、所有权和利益在买方支付相关费用后立即转交给买方。

**Termination for Cause.** Should Supplier (i) (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) come under a suspension of payments, (e) have a receiver appointed for the whole or any substantial part of its assets or (f) become in any way the subject of a bankruptcy petition, (ii) have a change in ownership or management such that a competitor of Buyer gains an ownership or controlling interest in Supplier, and/or (iii) default in the performance of any provision of the Supply Agreement or any Purchase Order thereunder, Buyer may in its discretion terminate the Supply Agreement (in whole or in part) and/or any Purchase Order for "cause" by giving Supplier seven (7) days prior written notice thereof. Other than for late deliveries, for which Supplier shall have no cure period, in the event Supplier, within the seven (7) days following said notice from Buyer, corrects the cause giving rise to the notice to the satisfaction of Buyer, in Buyer's sole discretion, the cause of termination shall be deemed void and the Supply Agreement shall continue in effect. In the event Buyer terminates the Supply Agreement or any Purchase Order pursuant to this Section 5, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work, and Buyer shall have all rights and remedies available under law and equity. In the event of termination for cause, Buyer may produce or purchase or otherwise acquire the Products (or parts thereof) elsewhere on such terms or in such manner as Buyer may deem appropriate, and Supplier shall be liable to Buyer for any excess cost or other expenses incurred by Buyer. Buyer may notify Supplier that all right, title, and interest in and to all or any portion of materials acquired by Supplier for the performance of the Supply Agreement, work-in-process, and/or completed Products specified in such notice, shall pass immediately to Buyer upon payment therefor.

- 6 **检验。**买方有权利拒收任何不合格产品，供应商仍拥有不合格产品的所有权并承担该产品灭失的风险，供应商应向买方偿付所有因拒收不合格产品而引起的费用。买方在交货后或检查货物时支付货款，并不就此代表买方接受产品，货物的隐藏瑕疵和功能缺陷，也不就此免除供应商的担保或其他协议义务。产品的隐藏瑕疵和功能缺陷，买方可随时要求退换，造成交货延误的，按照逾期交货处理。买方退货的，而供应商又无法按要求补货的，供应商须在收到买方通知后 5 日内退还货款，并承担由此产生的一切费用，包含利息、银行手续费、运费、保险费、检验费、仓储费、装卸费以及为保护退回产品所需的其他必要费用。

**Inspections.** Buyer shall have the right to reject any nonconforming Products and Supplier shall assume title and risk of loss of all nonconforming Product and shall promptly reimburse Buyer for all costs incurred by Buyer as a result of such rejection of nonconforming Products. Payment for Products delivered or inspection by Buyer shall not constitute acceptance of the Products and shall not relieve

Supplier of its warranty or other obligations hereunder. Buyer has the right to reject the products at any time based on latent or hidden defects.. Any delay occurs should be counted as overdue delivery. Supplier should return the payment within 5 days after receiving buyer's announcement, and bear all the loss it cost, including interest, bank charge, freight, insurance, inspection fee, storage fee, handling cost and other necessary cost to protect returned products if the Supplier fails to replace rejected goods as requested by the Buyer.

- 7 **担保。** 供应商承诺其向买方所销售的所有产品，均应 (i) 不存在任何第三方提及的诉讼请求，且供应商向买方转让完整的货物所有权，(ii) 具备可销售品质，且在设计、工艺和物料上不存在任何瑕疵，并应符合买方购买之特殊目的，(iii) 符合所有相关法律、法规和规则，以及 (iv) 严格根据规格、设计、制图或其他要求而生产并提供，包括但不限于性能说明等。供应商的上述保证将根据买方向其客户销售产品时，针对产品所含买方部件（以下简称“买方部件”）所承诺的担保期间而相应延长。本节所指向的担保并不对买方根据本供应协议条款或相应法律法规而享有的担保或救济造成任何明示或暗示的限制或约束。供应商任何企图限制、拒绝或约束买方担保或救济权利的行为，无论何种形式，均为无效。检查、测试、接受或在买方部件内使用产品均不会影响供应商作为卖方而承担的担保和责任，此种担保责任将不因买方对产品的检查、测试、接受和/或使用而失效。假如产品被发现不符合担保期限，买方除根据本供应协议条款或相应法律法规而享有的担保或救济外，还可通知供应商，供应商应向买方偿还因此引起的所有直接和间接的损失和费用，包括买方为其客户所发生的所有维修或替换支出，供应商还应在不增加买方费用的前提下对瑕疵产品进行替换。买方有权自主决定是否将问题产品退还给供应商并要求供应商承担相应费用。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Warranties.** Supplier warrants that all Products sold to Buyer will be (i) free of any claim of any nature by any third person and that Supplier shall convey clear title to Products to Buyer, (ii) of merchantable quality free from all defects in design, workmanship and materials, and shall be fit for the particular purposes for which they are purchased, (iii) in compliance with all applicable laws, rules and regulations, and (iv) manufactured and provided in strict accordance with the specifications, designs, drawings, or other requirements, including performance specifications. Unless a greater duration is specified in an exhibit hereto, Supplier's warranties shall extend for a time period equal to timeframe extended by Buyer to its customers for units in which the Products are used ("Buyer's Units"). The warranties contained in this Section are in addition to and are not to be construed as restricting or limiting any warranties or remedies of Buyer, express or implied, which are provided by the Supply Agreement or by law. Any attempt by Supplier to limit, disclaim or restrict any such warranties or remedies of Buyer, in any manner whatsoever shall be null, void, and ineffective. Inspection, test, acceptance, or use of the Products in Buyer's Units shall not affect the Supplier's obligation under Supplier's warranties and shall survive inspection, test, acceptance, and/or use. Upon notice from Buyer that Product failed within the warranty timeframe, in addition to any rights or remedies Buyer may have under the Supply Agreement or at law, Supplier shall reimburse Buyer for all direct and other demonstrable costs incurred by Buyer as result of such failure including all repair and replacement costs Buyer incurs from its customers and Supplier shall replace such defective Products at no cost to Buyer. Warranty failures shall be returned to Supplier at Supplier's expense and at Buyer's discretion. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement.

- 8 **供应商之变更。** 未经买方事先书面许可，供应商不得就产品的规格，生产场所、外协厂、供应商、物理成分或生产程序等做任何变更。  
**Supplier Changes.** Supplier shall not make any changes in the specifications, manufacturing location, subcontractors, suppliers, physical composition of, or processes used to manufacture the Products hereunder without Buyer's prior written consent.
- 9 **转让。** 非经买方事先书面许可，供应商不得部分或全部转授或转让其在本协议项下的权利或义务，包括转包。即便该转让已经买方许可，供应商在本协议项下的义务和职责并不就此免除。

**Assignment.** Unless Buyer has provided prior written consent, any partial or complete assignment by Supplier of right(s) or delegation of obligation(s) hereunder, including subcontracting, shall be void. Notwithstanding any permitted assignment, such assignment shall not relieve Supplier of its obligations and liabilities hereunder.

- 10 **保密义务。** 供应商将对买方所有信息包括从买方处获取或根据本协议所获取或者根据买方指令履行合同义务时所得之信息进行保密。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Confidentiality.** Supplier will keep Confidential all Buyer information received from Buyer or on behalf of Buyer, or resulting from this Agreement or Supplier's work under a Buyer Order. This provision shall survive termination or expiration of the Supply Agreement and any Purchase Orders.

- 11 **交货、延迟交货、所有权和货物损失风险。** 个别要求例如交货和产品包装等应在采购订单和/或本供应协议中加以详细说明。交货义务应在买方依照文中所述真正地收到并接受所有产品后视为完成。**时间为交货条款的至要因素。** 假如，供应商因某种原因而预计无法在确定的交货日期进行交付或无法满足其他采购订单中所约定的要求，供应商应立即以书面方式通知买方，并具体说明守约完工的预期困难。如果供应商无法满足买方的交货要求，除任何可能的救济外，买方有权自主决定：(i) 要求供应商以最快的方式交货以满足采购订单中所约定的交货期限，或要求供应商承担所有相关费用，(ii) 修改原采购订单，(iii) 从其他渠道获得产品，此时供应商应承担因此而发生的所有成本，或 (iv) 终止任一采购订单并无需承担任何责任。供应商应对买方由此产生的所有合理支出承担责任。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。所有权与货物损失风险从货到买方指定的交货地点后转移给买方。

**Delivery & Delays & Title & Risk of Loss.** Specific requirements regarding delivery and packaging of Products shall be detailed in a Purchase Order and/or within the Supply Agreement. Delivery is not complete until Products have been actually received and accepted by Buyer as set forth herein. TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER THESE TERMS. If, for any reason, Supplier anticipates difficulty in complying with a required delivery date or meeting any other requirements of a Purchase Order, Supplier shall immediately notify Buyer in writing, providing details of the anticipated difficulty in complying. If Supplier does not comply with Buyer's delivery requirements, in addition to such other rights and remedies it may have, Buyer may, in its sole discretion, (i) require delivery by the fastest way to meet the delivery dates in any Purchase Order or release at the sole expense of Supplier, (ii) submit a revised Purchase Order or release, (iii) procure the goods from an alternative provide and Supplier shall be liable for any cover costs incurred by Supplier or (iv) terminate any Purchase Order or release without liability to Supplier. Supplier shall be liable to Buyer for all reasonable costs incurred by Buyer. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement. Title and risk of loss associated with the conforming Products shall transfer to Buyer upon delivery to Buyer's delivery location.

- 12 **赔偿。** 供应商向买方及其管理人员、董事、雇员和代理等（以下共同称之为“接受赔偿者”）提供辩护、赔偿和保护，并保证买方无须承担任何和所有因损害、诉请、损失、费用、支出、债务和责任而引起的责任，包括但不限于差旅费、诉讼费、律师费等。由于下列原因而造成的接受赔偿者直接或间接的损失：(i) 供应商对于其担保和保证的任何违背，(ii) 供应商无法依照其缔结的契约或法令履行或完成义务或怠于履行职责的，或者任何违反本供应条款的行为，或 (iii) 因供应商的债务所引起的相关诉讼、司法程序或诉请。供应商未经接受赔偿者的事先书面确认将不得对外达成任何协议。在本供应协议或任一采购订单到期终止或解除后，供应商对于接受赔偿者的损害赔偿责任仍将有效。在任何由供应商、任何转包商，或其他第三方直接或间接雇佣的员工向接受赔偿者所提及的诉讼请求中，本节所指的供应商或

任何转包商的赔偿义务将不仅仅局限于相关适用的员工赔偿法案、残疾工人或其他员工福利方面的法案。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Indemnification.** Supplier shall indemnify, defend and hold Buyer, and its officers, directors, employees, customers, users and agents (collectively the "Indemnitees") harmless from and against any and all damages, claims, losses, expenses, costs, obligations, liabilities, including without limiting travel expense, legal cost, attorney's fees etc. Suffered directly or indirectly by an Indemnitee by reason of, or arising out of (i) any breach of any representation or warranty made by Supplier, (ii) any failure by Supplier to perform or fulfill any of its covenants or acts or omissions, or otherwise for any breach of this agreement, or (iii) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier. Supplier shall not consummate any settlement without the Indemnitee's prior written consent. Supplier's obligation to indemnify Indemnitees will continue in full force and effect notwithstanding the termination or expiration of any Purchase Order or the Supply Agreement. In any claim against an Indemnitee by an employee of Supplier or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligations set forth in this Section shall not be limited in any way by or for Supplier or any subcontractor under any applicable worker's compensation act, disability or other employee benefit act. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement.

- 13 **知识产权侵权赔偿。** 供应商承诺并保证其所提供的产品不存在任何第三方所提起的针对专利、著作权、商标权或商业秘密侵权的诉讼或请求，并保证买方不受任何此类诉讼或请求和损害的影响，包括但不限于相应的差旅费、诉讼费、律师费用等。供应商可以根据自己的需要和费用，或者 (i) 授权买方、买方关联机构和它们的代表客户继续根据合同使用上述产品，或者 (ii) 更换或者更改产品使其不存在任何侵权情形，并且具备原先的功能。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Intellectual Property Indemnity.** Supplier warrants that the Products shall be free of the claim of any person arising from patent, copyright, trademark or trade secret infringement and shall hold Buyer harmless from and defend Buyer against any such claim or demand and damages, including without limiting travel expense, legal cost, attorney's fees etc. Supplier will, at its option and expense, either (i) procure for Buyer, its affiliated entities and their respective customers the right to continue to use the affected Product as contemplated hereunder, or (ii) replace or modify the affected Product to make its use hereunder non-infringing while being capable of performing the same function without degradation of performance. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement.

- 14 **名称使用和广告宣传。** 未经买方事先书面允许，在任何情况下供应商均不得使用买方及其客户的名称、标识、商标或其他私有信息，包括任何广告宣传和媒体发布。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Use of Name; Advertising.** Supplier shall not use Buyer's or its customers' name, logo, domain name, trademark or any other proprietary information for any purpose whatsoever, including but not limited to any advertising and press releases, without the prior written approval of Buyer. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement.

- 15 **留置权。** 供应商应自行承担并支付所有人工、服务、物料、设备、部件和其他与履行本协议约定事项有关的费用，同时向买方提供辩护、赔偿和保护，并保证买方不受任何因供应商尚未付讫账款而引起的诉讼或留置的影响。本条款在本供应协议或任何采购订单到期终止或解除后仍然有效。

**Liens.** Supplier shall pay for all labor, services, materials, equipment, parts, and other expenses incurred by it in connection with meeting Supplier's obligations, and shall indemnify and defend and hold Buyer harmless against all claims and liens arising out of Supplier's unpaid accounts. This provision shall survive termination or expiration of any Purchase Order or the Supply Agreement.

- 16 **商业行为道德。** 买方承诺并遵守一个公平、诚实和合乎道德规范的原则，并据此开展商业活动和业务，以符合所有相关的法律和政府规章制度，供应商在此同意并接受签署原则以作为双方合作关系的指导性原则。买方禁止其员工出于职务之便利或通过个人优势而谋求个人经济利益，此举将完全有可能影响该员工正确行使其公务或职责。供应商和供应商的员工在任何情况下，均不得以提供捐赠或特殊利益的方式，试图影响买方员工履行其职责。

**Ethical Business Conduct.** Buyer is committed to a policy of fair, honest and ethical business practices and conduct, and to full compliance with all applicable laws and government regulations, and Supplier hereby agrees to and accepts the foregoing policy as a governing principle of the purchase relationship. Buyer prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. Supplier and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of Buyer.

- 17 **证明。** 应买方随时之要求，供应商应向买方提供任何适用法律、进口/出口、保险或者贸易规则所要求的证书，以满足买方的切实需求。

**Certifications.** From time to time, at Buyer's request, Supplier shall provide certificates to Buyer relating to any applicable legal, import/export, insurance, or trade compliance requirements, in each case in form and substance satisfactory to Buyer.

- 18 **发票。** 所有的发票或接收文件均应包含以下信息：产品或系列号、每一产品或系列的描述、大小、数量、单价以及买方所要求的其他内容。

**Invoices.** All invoices or receiving documentation must contain the following information: Purchase Order number, Product or item number, description of each Product or item, sizes, quantities, and unit prices and any other information as requested by Buyer.

- 19 **不可抗力。** 如果造成本协议约定之义务延迟或无法履行的原因，是协议双方在履行协议期间无法控制的，并不可归因于协议该方的疏忽，且无法避免或克服的，则可以免除该方的协议责任。该受影响方应立即通知协议另一方（不能迟于不可抗力发生后 2 日内通知）并穷尽最大努力以对无法履约进行补救。若供应商的延迟是由供应商之分包方或供应方的延迟造成的，且该延迟是基于供应商或前述分包方或供应方无法控制的原因而造成，并且无论是供应商还是前述分包方或供应方皆无过错或过失，那么供应商无需对买方承担损害赔偿赔偿责任，但是，供应商仍有充足的时间从其他渠道获得应由前述分包方或供应方提供的材料或服务，从而使自己能够遵从约定或指定交货时间的情形应除外。供应商有能力以更优惠的价格销售产品，或供应商生产成本的增加，或供应商缺乏劳动力，或供应商原材料价格显著上涨将不被视为不可抗力事件，在这种情况下，前述原因所导致的延迟会对买方对其客户的履行造成实质性影响，此时，买方有权取消任何受影响的采购订单而无需承担任何责任。

**Force Majeure.** Delay or non-performance of any obligation herein shall be excused if the cause of the delay is a Force Majeure Event. A Force Majeure Event is defined as an event that is beyond the reasonable control of the party seeking to be excused from performance, is not attributable to such party's negligence, and could not have been avoided or overcome and includes, but is not limited to the following, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, civil disobedience, insurrections, natural disasters, pandemics or epidemics and acts of terrorism, sabotage, war of the public enemy. The non-performing party will notify the other party of such delay as soon as possible after the Force Majeure event or occurrence (but in no event more than 2 days thereafter) and will use its best efforts to remedy the non-performance. If the delay is caused by the delay of Supplier's subcontractor(s) (any tier) or vendor(s) and if such delay arises out of causes beyond the control of both Supplier or said subcontractor(s) or vendor(s) and without the fault or negligence of any of them, Supplier shall not be liable to Buyer in damages unless

the material or services to be furnished by the said subcontractor(s) or vendor(s) were obtainable from other sources in sufficient time so as to permit the Supplier to meet the required delivery schedule. Supplier's ability to sell the Products at a more advantageous price and an increase in Supplier's production costs, Supplier's failure to obtain labor, and a significant increase in Supplier's cost of raw materials shall not constitute a Force Majeure Event. In the event such delay materially interferes with the performance of Buyer in relation to its customer(s), then Buyer may cancel any affected Purchase Orders without further liability.

- 20 **买方财产。**所有买方提供的，或买方特别授权供应商出于买方利益而购买的用于生产的工具、量表、铸造模型、装置器和模型等均应为买方财产（以下简称“买方财产”）。买方财产应逐项列明并在适宜的条件下由供应商自费进行维护和运行，经买方要求在任何时候都以原状的形式归还给买方。

**Buyer's Property.** All tools, gauges, dies, fixtures, and patterns furnished by Buyer or which Buyer specifically authorizes Supplier to acquire for work on Buyer's behalf ("Buyer's Property") shall be the property of Buyer. Buyer's Property shall be listed and maintained in good condition to do the work by and at the expense of Supplier, and returned to Buyer in its original state at any time upon request.

- 21 **质量保证。**双方签订《供应商质量保证协议》的，供应商应根据《供应商质量保证协议》的规定向买方提供合格的产品；未签订《供应商质量保证协议》的，供应商应以不低于国家标准、行业标准和/或买方企业标准的质量标准向买方提供合格产品。

**Quality Assurance.** In the event that the Supplier Quality Assurance Agreement is signed between Buyer and Supplier, Supplier shall provide Buyer with the products that meet the Buyer's requirements provided in the Supplier Quality Assurance Agreement. In the event that no such an agreement signed, Supplier shall provide Buyer with the products with the quality standards not lower than the national, industrial and/or Buyer's standards.

- 22 **买方的变更权。**买方有权自主决定并行使任一采购订单的变更权利。假如该变更要求导致了供应商在实施该要求时的成本发生实质增加或减少，供应商必须在 10 日内书面通知买方，并向买方提供所有详尽的证明文件以说明该材料的增加或减少，经买方确认后由买方修改相应的订单。

**Buyer's Changes.** Buyer shall have the right to request changes of any kind to any Purchase Order or release. If such requested change causes a material increase or decrease in Supplier's costs required to perform Buyer's requested change, Supplier shall immediately notify Buyer in writing within ten (10) business days and furnish to Buyer sufficient supporting documentation of such material increase or decrease. Buyer will modify purchase orders after approval accordingly.

- 23 **管辖法律。**本条款及买方和供应商之间的采购均应依照中国的法律进行解释和执行。

**Governing Law.** These terms and any purchase between Buyer and Supplier shall be construed and enforced according to the laws of the People's Republic of China.

- 24 **买方责任限制。**在任何情况下，买方皆不应当对任何附随性的或后果性的损害承担责任，包括但不限于利润损失以及设备利用、设施利用、资金或钱款利用的损失，无论该责任是基于合同、侵权或其他任何事由。

**Buyer's Limitation of Liability.** In no event shall Buyer be liable for incidental or consequential damages, including but not limited to loss of profits, loss of use of equipment, facilities, capital or money, whether such liability is grounded in contract, tort or any other cause whatsoever.

- 25 **付款条款。**对账并收到发票，月结不晚于 120 天；但双方之间就付款时间另有约定的除外。

■ **Payment Terms.** Payment terms shall be no later than Net 120 days from date of reconciliation and invoice received, unless the payment terms is otherwise stipulated in other document signed between Buyer and Supplier.

- 26 **改进。**供应商同意立即将其全球性的权利、所有权、利益；任何其持有的专利、专利申请权、技术、商业秘密、技术秘密等的衍生、更新、改进、改变；在本合同期间买方透露给供应商的机密信息；以及在合同履行的任何期间里，根据买方的指导、请求、委托或者根据买方对产品的特定要求，由供应商单独或供应商和买方共同创造的产品改进、设计或者产品（总称“改进”）披露和不可撤销地转移、转让给买方。买方享有申请登记的权利；包括任何专利、受限制的著作权、著作权以及其它对所有权的保护，包括所有正式和非正式的、在全球范围内的任何改进以及任何为产品所采纳的不另行付费的改进。供应商应采取任何买方合理要求的措施来确保买方享有任何与上述改进相关的知识产权合理保护的权利；供应商应该执行以下文本，包括权利转让文件、专利转让文件，并提供以下的协助包括采取合理措施使发明者个人享有该发明申请专利的权利以及采取以下为买方合理要求并支付费用的行动包括申请、登记、修改、确认和保护买方对产品及其改进的权利。如果有法律规定或者合同有约定，供应商应该单独对其所属的发明者个人承担赔偿责任。

**Improvements.** Supplier agrees to promptly disclose and hereby irrevocably transfers, conveys and assigns to Buyer all of its worldwide right, title, and interest in and to any derivatives, enhancements, modifications, alterations or improvements Supplier conceives to any patent, patent application, technology, trade secret, know-how or confidential information of Buyer disclosed by Buyer to Supplier during the Term, and/or any development, design or Product form created in the course of performance of the Agreement (collectively "Improvements") during the Term whether solely by Supplier or jointly by Supplier and Buyer, being under the direction of, requested by, commissioned by, or in accordance to specific requirements of Buyer. Buyer shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections, formal or informal, with respect to such Improvements, on a worldwide basis, and to incorporate Improvements into the Products at no additional charge in any manner. Supplier shall cooperate as reasonably requested by Buyer in order for Buyer to obtain all available protection of any intellectual property rights related to any such Improvements and Supplier shall execute such documents, including assignment of rights, patent assignments, render such assistance, including reasonable efforts to obtain the execution of patent applications by the individual inventors of such inventions, and take such other actions as Buyer may reasonably request, at Buyer's expense, to apply for, register, perfect, confirm, and protect Buyer's rights in the Product and any Improvements. Supplier shall be solely responsible for compensation payable to individual inventors of Supplier by law, if any, or by contract, if any.

- 27 **授予买方许可权。**供应商在此不可撤销地授予买方及其关联企业非独家、免许可费、全部付清和全球性的权利以及实施、凭任何媒介和以任何形式再生产、使用、已使用、制作、已制作、许可、转许可、装配、销售要约、销售、进口、出口和其它不涉及知识产权的转让，无论这些权利是已经存在的还是其后发展出来的，这些权利都是履行产品制造、分销、销售和服务所必需的或者本合同中由买方或者买方的条款所规定的；供应商进一步承诺对买方、及本协议下买方所属机构、终端用户放弃诉权，包括供应商可以个别获取的为本协议所必需的知识产权。供应商承诺并保证其有必需和充分的权利来许可和授予上述权利。

**Grant of License Rights to Buyer.** Supplier hereby irrevocably grants to Buyer and its affiliates, a non-exclusive, royalty-free, fully paid up, worldwide right and license to practice, reproduce in any medium and form, use, have used, make, have made, license, sublicense, assemble, offer for sale, sell, import, export, and otherwise transfer without attribution of any intellectual property, whether pre-existing or later developed, necessary for any of the performance of manufacture, distribution, sale and service of Products, Improvements, or any terms of the Agreement by either Buyer or Supplier, and Supplier further covenants not to sue Buyer, its directed agents and end users under this section, including for any intellectual property Supplier may separately acquire hereafter that may be necessary under this

section. Supplier represents and warrants that Supplier has all rights necessary and sufficient to make the licenses and grants hereunder.

- 28 **授予供应商有限的许可权。** 供应商所使用的为买方拥有的或者根据本协议或者其它约定的任何知识产权和机密信息仅限于本合同所规定的目的使用，并且根据本协议所规定的任何原因而终止的，此种授权也应当相应停止。

**Grant of Limited License Rights to Supplier.** The use by Supplier of any intellectual property and/or confidential information owned by Buyer, by virtue of this Agreement or otherwise, is authorized only for the purposes set forth herein, and upon termination of this Agreement for any reason such authorization shall cease.

- 29 **设计和生产权利。** 除非本协议双方当事人另行约定，供应商同意，当供应商通过使用买方提供的信息而进行研究、开发和/或设计等，买方应对所有项目的成果，包括但不限于专利、商业秘密和著作权，拥有所有的权利。供应商应采取所有必须的步骤以保证买方能在前述权利中获取完全的法律权利，包括签署买方所准备的权利转让的生效文件的权利。

**Design and Manufacturing Rights.** Except as otherwise addressed in a development agreement between the parties, Supplier agrees that, where Supplier undertakes activity of a research, development and/or design nature using information provided by Buyer, Buyer shall own all rights in any resulting work product, including without limitation all know-how, trade secrets and copyrights, and Supplier shall take all necessary steps to ensure that Buyer obtains full legal title in and to said rights, including executing an assignment of rights document prepared by Buyer.

- 30 **遵从法律。** 供应商承诺并保证其所供应的产品应符合所有可适用的法律、法规和规则。供应商保证其所在地法律规定的，履行本协议所需的资质，许可证等。在供应货物过程中或者根据本协议下的条款，供应商承诺其或者其转包商将不会使用童工、奴隶、囚犯或者其它被强迫的劳动力，不滥用劳力，不进行任何商业贿赂。经买方要求，供应商应该出具遵守上述行为的书面保证。

**Compliance with Laws.** Supplier represents and warrants that the Products shall comply with all applicable laws, rules and regulations. Supplier warrants that all Products supplied to Buyer shall comply with, and Supplier agrees to be bound by, all applicable laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws. Supplier further represents that neither it nor any of its subcontractors 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 goods or provision of services under this contract. At Buyer's request, Supplier shall certify in writing its compliance with the foregoing.

- 31 **副本签署。** 本供应协议可有若干副本，每一副本将被视为一份原件，但所有的副本将共同构成同一个协议。电子件同原件具有同样的效力。

**Signatures in Counterpart.** This Supply Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. An electronic copy hereof shall suffice as an original.

- 32 **完整协议。** 本供应协议，包括所有相关参考文件、据此签发的采购订单，以及所有的附件和条款，构成协议双方就采购和销售产品的完整统一的约定，并取代在本协议履行之前或当时就本协议所指产品所达成的任一提议、约定、备忘录、陈述、声明和操作方针等。

**Complete Agreement.** This Supply Agreement, which includes any documents incorporated herein by reference, and Purchase Orders issued hereunder, and the Exhibits and Terms, sets forth the full and complete agreement of the parties regarding the purchase and sale of Products and supersedes any and all prior or contemporaneous proposals, agreements, understandings, representations, statements and courses of conduct between the parties regarding the Products made prior to the execution of this Agreement, excluding any non-disclosure/confidentiality, bailment or development agreements previously entered into by the parties.

- 33 **通知和地址变更。** 协议一方向另一方发出的所有通知均应为书面形式，并可以专人递交、或私人快递、传真输送、特快专递、邮件、邮资预付形式或挂号信等形式，送交至另一方的注册地址或采购订单所标明的地址。如通过邮寄方式的则以前述方式投递，或以其他方式确实收悉的，则通知应视为送达或生效。本协议所约定的通知或其他传达均应以书面形式，并以专人递交、或私人快递、传真输送、特快专递、邮件、预付邮资形式或挂号信等形式，送交至本协议所标明的地址和联系人。协议任一方可以书面方式通知另一方通知地址的变更。任何通知或其他传达均应在送达当天生效。经由快递、特快专递、保证邮件或挂号信方式投邮的，应于收件人正式收悉通知的回执日期当天为生效日，若无法获取该回执的，则可以假定于投邮后的三个营业日后送达。以传真或邮件方式传送的通知，应有收件人书面的确认回执。

**Notices and Change of Address.** All notices to be given by either party to the other shall be in writing and may be delivered in person, or may be sent by receipted courier, express mail, e-mail, or postage prepaid certified or registered mail, and addressed to the other party's registered address or the address set forth in Purchase Order. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by e-mail require tangible confirmation of receipt from the addressee.

- 34 **争议的解决。** 在履行本协议及具体购货合同过程中，如发生争议，则双方协商解决；如协商不成，双方均同意在买方所在地人民法院采取诉讼方式解决。

**Dispute Settlement.** During the duration of the Supply Agreement, if any dispute arises, two parties should amicably settle it through negotiation. If still cannot reach the agreement, legal action shall be taken in the people's court where Buyer locates.

- 35 **条款的有效性。** 在本协议终止、取消、履行完毕或者履行终止的情况下，第 2.7, 2.12, 2.13 和 2.14 款，根据其本质将继续有效和具有执行力。

**Survival.** Sections 2.7, 2.10, 2.12, 2.13, and 2.14 hereof, in addition to such other provisions of this Agreement, which by their nature are intended to survive termination, cancellation, completion or expiration of this Agreement shall continue as valid and enforceable obligations of the parties, notwithstanding any such termination, cancellation, completion or expiration.

- 36 **语言。** 本协议由中文和英文两种语言组成，若有争议，应以中文为准。

**Languages.** This Agreement is made in both English and Chinese. If there is conflict between the two languages, the Chinese shall prevail.

产品目录附后

附录 A