

PURCHASE ORDER TERMS AND CONDITIONS CAPITAL EQUIPMENT

《采购订单》条款和条件 资金设备

Revised NOVEMBER 1, 2022

修订日期 2022 年 11 月 1 日

1. OFFER/ACCEPTANCE.

要约/接受。

A. A purchase order, together with these Terms and Conditions and any documents specifically referenced herein (collectively, “Purchase Order”) is an offer by the entity identified on the Purchase Order as the “Buyer” (“Buyer”) to the party to whom such Purchase Order is addressed and such party’s applicable affiliates and subsidiaries (“Seller”) to purchase the goods and/or services (collectively, “Equipment”) described therein, and it shall be the complete and exclusive statement of such offer and agreement. A Purchase Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Purchase Order.

A. 《采购订单》由每一份采购订单，连同本《条款和条件》以及下文中明确引用的任何文件所组成（以下统称为“《采购订单》”）。《采购订单》是由《采购订单》上所定义的“买方”（以下简称为“买方”）向《采购订单》上所列明的另一方和该方所适用的关联公司和子公司（以下简称为“卖方”）所发送的要约，用以购买《采购订单》所述的货物和/或服务（以下统称为“设备”），并且应作为上述要约和协议的完整和专属的声明。无论是在卖方的报价单、确认书、发票或其它环节中，《采购订单》均不构成买方对卖方所提供的任何要约和建议的接受。如果卖方的报价书或建议被视为要约，那么该等要约将被明确拒绝且采用由《采购订单》构成的要约取而代之。

B. A contract is formed on the date that Seller accepts the offer of Buyer. A Purchase Order shall be deemed accepted upon the terms and conditions of such Purchase Order by Seller by shipment of goods, performance of services, commencement of work on goods,

written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, a Purchase Order shall be deemed accepted five business days after Buyer delivers the Purchase Order to Seller, if Seller fails to object to the Purchase Order. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Purchase Order. No purported acceptance of any Purchase Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and Conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller's proffered terms or conditions are accepted in a physically signed writing by an authorized representative of Buyer's purchasing department (a "Signed Writing"), notwithstanding Buyer's acceptance of or payment for any shipment of goods or similar act of Buyer. In the event of a conflict between the Purchase Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Purchase Order governs. In order to be valid against the Buyer, all Purchase Orders must be issued on Buyer's official purchase order form and bear a purchase order number.

B. 卖方接受买方要约之日合同成立。如果卖方根据《采购订单》的条款和条件，进行货物装运、提供服务、开始处理货物的工作、提供书面确认或卖方实施任何其他认可适用于标的物的合同存在的行为的，均视为卖方已接受该《采购订单》。此外，如果自买方将《采购订单》交给卖方之日起五（5）个工作日内卖方未对该《采购订单》提出异议，则视为卖方已接受该《采购订单》。接受应明确地限于本《条款和条件》中的约定，以及在《采购订单》上明确地另行引用的与本《条款和条件》类似的条款和条件。只要对本《条款和条件》进行了修改、代替、补充或其它形式的变更的，即使买方接收了货物或支付了货物的任何运费或买方实施了任何类似的行为，均不得视为买方接受了该等《条款和条件》，该等《条款和条件》对买方不具约束力，应被视为拒绝且应采用本《条款和条件》中原本的条款和条件所取代，除非买方采购部的授权代表以书面亲笔签字的方式，接受卖方所提出的条款和条件（“书面签署”）。如果《采购订单》与买卖双方之间的任何事先和同期的

协议或文件之间存在冲突的，应以《采购订单》为准。为了对买方有效，所有《采购订单》均必须以买方的正式采购订单格式发出，并且带有采购订单编号。

C. Henniges Automotive may from time to time administer purchasing for its affiliates and subsidiaries and issue Purchase Orders containing the Henniges Automotive logo, but identifying a different Buyer. Seller acknowledges and agrees that no such Purchase Order shall constitute or be interpreted to represent a Purchase Order of Henniges Automotive or a guaranty by Henniges Automotive of any obligations or liabilities of the Buyer identified on the Purchase Order.

C. 瀚德汽车可以随时管理其关联公司和子公司的采购事宜，以及出具包含瀚德汽车的徽标但定义的买方为其他主体的《采购订单》。卖方认可并同意，该等显示瀚德汽车徽标的《采购订单》不能构成或被解释为瀚德汽车的《采购订单》，也不能构成或被视为瀚德汽车对《采购订单》所定义的买方所应承担的任何义务或责任的担保。

2. **ENTIRE AGREEMENT.**

完整协议。

A. The Purchase Order, together with these Terms and Conditions, any Master Purchase Agreement and the attachments, manuals, guidelines, requirements, specifications, acceptance criteria, exhibits and supplements specifically referenced in the Purchase Order or on the Buyer's website at www.hennigesautomotive.com, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersedes all prior oral or written representations or agreements.

A. 《采购订单》，连同本《条款和条件》、任何《主采购协议》以及在《采购订单》或买方网站 www.hennigesautomotive.com 上明确提及的所有附件、手册、指南、要求、规范、接收标准、附录和补充文件，构成买卖双方就《采购订单》中所含事宜达成的完整协议，并且代替所有事先的口头或书面陈述或协议。

B. Seller periodically shall review the Henniges Automotive website at www.hennigesautomotive.com and the manuals located therein. Seller's continued performance under the Purchase Order without providing written notice to Buyer detailing Seller's objection to any modified or new supplier manual prior to the effective date of

such modified or new manual will constitute Seller's acceptance of such modified or new manual.

B. 卖方应定期查看瀚德汽车网站 www.hennigesautomotive.com 和网站上所公布的手册。如卖方未在修改的或新的手册的生效日期之前就任何修改或新的供应商手册，向买方发送书面异议，且在《采购订单》下继续履行的，视为卖方接受上述修改的或新的手册。

C. Except as otherwise provided in these Terms and Conditions, the Purchase Order may only be modified by a Signed Writing.

C. 除非本《条款和条件》另行约定，《采购订单》仅能以书面签署的形式进行修改。

3. **WARRANTY.**

保修。

A. "Warranty Period" shall mean, for the Equipment provided, the time period beginning on the day of first production use of the Equipment by Buyer or acceptance by Buyer, and continuing until the later of: (i) 24 months (ii) the period provided under applicable law, or (iii) the period specified in Buyer's Request for Quotation.

A. “保修期”系指，对于所提供的每种设备，保修期始于买方首次使用设备或买方接受设备之日起，一直持续至以下时间中较晚者的时间段：（i）24个月（ii）适用法律规定的期限，或（iii）买方报价邀请函中所规定的期限。

B. In addition to any express warranties set forth in this Purchase Order, any statutory warranties or any warranties implied by law, Seller expressly warrants that all of the Equipment provided under this Purchase Order: (i) does not, and is not claimed to, violate any patent, trademark or copyright, and may be properly imported into the United States or any other country; (ii) shall strictly conform with all specifications, drawings, statements on containers or labels, descriptions and samples furnished to or by Buyer, or referred to in the Purchase Order, and all industry standards, laws and regulations in force in countries where such Equipment is to be used; (iii) shall be free from defects in design, material and workmanship and shall be new and of the highest quality; (iv) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer; (v)

shall be merchantable, of good material and workmanship, free from defects, and safe, fit and sufficient for the particular purposes intended by Buyer, which purposes Seller acknowledges are known to it; (vi) shall be adequately contained, packaged, marked and labeled; (vii) in the case of services, all services performed on behalf of Buyer shall be performed in a competent, workmanlike manner; (viii) the Equipment shall be manufactured in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the Equipment will be sold or used; and (ix) Seller has complied with QS 9000, ISO 14001, IATF 16949, PPAP, APQP, reporting and other requirements, as well as international softwood standards, including USDA Regulations on Wood Packaging Material Imports, if applicable, in fulfilling this Purchase Order .

B. 除了本《采购订单》中明确提出的任何保修、以及任何法定的保修或法律默示的任何保修外，卖方明确保证按照本《采购订单》提供的所有设备：（i）不会并且不会被主张违反任何专利、商标或版权，并且可以被适当地进口到美国或任何其他国家；（ii）应严格遵守所有规范、图纸、集装箱或标签上的声明、说明，并且符合提供给买方或由买方提供的、或《采购订单》中提及的样品、以及使用该等设备的国家所强制实行的所有行业标准、法律法规；（iii）应在设计、材料和工艺方面不存在任何缺陷，并且应当是新品及拥有最高的质量；（iv）不得有任何留置权、申索或其他产权负担，并且卖方应当向买方转让完整的所有权；（v）应具有适销性、采用上好材料和工艺，无缺陷、以及安全、适合和充分适于买方预期的经卖方确认的已知用途；（vi）应进行恰当整装、包装、标记和贴标签；（vii）如果提供服务，代表买方提供的所有服务均应以恰当、熟练的方式进行；（viii）设备的制造应当符合所有适用的国家、省份以及地方法律法规、行业标准或其他标准、以及中国或设备即将被销往或使用的任何国家的贴标签、运输、许可审批或认证要求；及（ix）卖方在履行本《采购订单》和所有其他《采购订单》的过程中已遵守 QS 9000、ISO 14001、IATF 16949、PPAP 和 APQP、以及各种原始设备制造商（OEM）的报废车辆指令（“ELV”）报告和其他要求，以及国际软木标准，包括美国农业部木质包装材料进境管理准则（如适用）。

C. All warranties in this Purchase Order shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's goods and services. These warranties may not be limited or disclaimed. Seller waives any claim against Buyer, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for breach of warranty infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.

C. 本《采购订单》中提出的所有保修均应在买方进行检查、测试、交付、接受、使用和支付时持续有效，并且应确保适用于买方及其继任人、受让人、客户以及使用买方货物和服务的用户的利益。该等保证不得被限制或免除。卖方放弃其对买方及其客户的任何申索，包括免受损害申索或类似申索（无论是已知或未知、偶然或潜在的，以任何形式提出的针对卖方或买方的声称违反任何关于不侵犯任何专利、商标、版权或其他专有权利的保证的申索，包括在符合买方提供的技术参数的情況下产生的申索）。

D. If Buyer experiences any breaches of any warranty under this Purchase Order, Buyer shall have the right, in addition to exercising all other rights Buyer may have under the Uniform Commercial Code and any other applicable statutes or law, to take the following actions, at Buyer's option: (i) retain the defective Equipment in whole or in part with an appropriate adjustment in the price for the goods; (ii) require Seller to repair or replace the defective Equipment in whole or in part at Seller's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective Equipment with similar items and recover the total cost relating thereto from Seller; or (iv) reject the defective Equipment.

D. 如果买方遭遇任何违反本《采购订单》所规定的保证的行为时，买方除了行使中国法律法规规定的所有其他权利外，还应有权自主决定采取以下措施：（i）通过适当调整货物价格的方式，保留部分或全部有缺陷的设备；（ii）要求卖方自费维修或更换部分或全部有缺陷的设备，包括所有装船、运输和安装费用；（iii）修正或采用同类物品更换有缺陷的设备，并且从卖方处获得由此产生的全部相关费用；或（iv）拒收有缺陷的设备。

E. Without limiting the generality of the foregoing, should any Equipment fail to conform to the warranties set forth herein, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any direct damages caused by nonconforming Equipment, including, but not limited to, costs, expenses and losses incurred by Buyer (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Equipment; (ii) resulting from production interruptions, and (iii) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Equipment.

E. 在不受限于上述条款的一般性原则的前提下，如果任何设备不满足在此所提出的保证，买方应向卖方发出通知，并且如果买方要求，卖方应针对因不合格设备所造成的任何直接损失给予买方补偿，包括但不限于买方在如下方面所产生的成本、费用和损失：（i）在检查、分类、测试、维修或更换上述不合格设备的过程中所产生的；（ii）因生产中断所产生的；（iii）对因上述不合格设备所造成的人身伤害（包括死亡）或财产损失所做出的申索。

4. QUALITY.

质量。

A. Seller agrees to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. Based on Buyer's assessment of responsibility, Seller may be held responsible for any and all costs associated with quality issue investigation, containment and remedial actions on account of Equipment provided by Seller to Buyer (including third party activities identified and initiated by Buyer). Seller is obligated to provide all reasonable support requested by Buyer to address immediately and correct concerns regarding the quality of Equipment provided. Seller shall provide additional resources, as necessary and as identified by Buyer, to support product development, process development, validation, PPAP, production launch, or any issue that may jeopardize the success of the manufacture or assembly of any products produced using the Equipment.

A. 卖方同意遵守买方规定的经不时修改后的所有质量要求和程序。基于买方的责任评估，卖方可能需要承担因卖方给买方提供的设备所进行的质量问题调查、控制和补救措施相关的任何和所有费用（包括买方确定和启动的第三方活动）。卖方有

义务提供买方要求的所有合理支持，以便尽快解决并纠正所提供的设备的质量问题。卖方应根据需要并按照买方要求提供额外资源，以支持产品开发、工艺发展、验证、生产件批准程序(PPAP)、产品发布、或解决可能妨碍任何使用本文所包含的设备生产的产品的生产或装配的任何问题。

B. Seller warrants that it is able to meet Buyer's required timing for delivery and acceptance of the Equipment.

B. 卖方保证其能够按照买方规定的交付和接收设备的时间进行设备的交付和接收。

C. Seller is responsible for all sub-tier providers of goods or services used by Seller in manufacturing or supplying the Equipment. Seller must maintain adequate, and ongoing supervision to assure all Equipment provided to Buyer conforms to all specifications, standards, drawings, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Purchase Order.

C. 卖方应当对所有在生产和供应设备过程中下级提供商所供应的货物或服务负责。卖方必须维持充分的和持续性监督，以确保提供给买方的所有设备均符合所有规范、标准、图纸、样品和说明，包括但不限于《采购订单》所规定的质量、性能、适合度、形式、功能和外观。

D. All tooling supplied by Seller must meet an approved PPAP process as specified in Buyer's Quality Manual posted on Buyer's website at www.hennigesautomotive.com.

D. 卖方提供的所有工具必须满足买方网站 www.hennigesautomotive.com 上公布的买方《质量手册》中规定的经批准的 PPAP 程序。

5. INSPECTION, WORK PROGRESS, AND REJECTIONS.

检查、工作进度和拒绝。

Buyer shall have the right (but not the obligation) to inspect, to review work progress and to test all Equipment, special tooling, materials and workmanship to the extent practicable at all times and places during the period of manufacture. If any Equipment is defective in material or workmanship or otherwise not in conformity with the requirements of any Purchase Order, Buyer shall have the right, notwithstanding payment, any prior inspection or test, custom or usage of trade, either to reject or to require their correction by and/or at the expense of Seller promptly after notice. Buyer's inspection or review of the Equipment,

special tooling, materials and workmanship shall not be construed as acceptance, nor will it give rise to a waiver or estoppel of any claim or deficiency.

在切实可行的范围内，买方应有权（但不是义务）随时随地检查、审查工作进度并测试所有供应品、专用工具、材料和工艺。如果任何供应品在材料或工艺或其他方面存在缺陷，或未能满足任何《采购订单》的要求，尽管买方已经支付、进行了任何事先检查或测试或有相关的贸易常规或惯例，买方仍有权拒绝这些供应品或要求卖方在接到通知后立即改正和/或承担费用。买方针对供应品、专用工具、材料和工艺进行的检查或审查，不应被视为买方的接受，也不构成买方对任何申索的放弃或禁止买方对任何缺陷提出申索。

6. **DELIVERY.**

交付。

A. Deliveries shall be made both in quantities and at times specified on the Purchase Order furnished by Buyer. Time and quantity of delivery are of the essence. Seller shall adhere to shipping directions specified on the Purchase Order and any supplemental instructions provided by Buyer. Seller shall be responsible for all direct damages arising as a result of Seller's delay in delivery beyond the date specified in the Purchase Order.

A. 交付物应按照《采购订单》中规定的数量和时间制作。交付物的时间和数量极其重要。卖方应遵守《采购订单》和任何买方提供的补充指示中规定的装船指示。卖方应对因卖方晚于《采购订单》中约定的时间进行交付而产生的所有直接损失负责。

B. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in the Purchase Order shall be Seller's responsibility, unless the delay or expense was solely the result of Buyer's negligence and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of the alleged negligent action of Buyer giving rise to such claim.

B. 溢价运费和/或为了满足《采购订单》中所规定的交付时间所产生的其他相关费用，应由卖方全权负责，除非延迟或费用是完全因买方疏忽所致，并且卖方应在引

起此类索赔的所谓买方疏忽行为发生后十(10)天内向买方发出针对买方的任何申索通知。

Notwithstanding any agreement concerning payment of freight expenses, delivery shall not have occurred and the risk of loss shall not have shifted to Buyer until the Equipment has been delivered to Buyer's facility and has been accepted at that facility, except as otherwise provided herein.

即便存在关于运费支付的任何协议，任何交付均不得进行，并且损失风险也不得转移至买方，直至所有设备均已交付至买方工厂并且已经由该工厂接受之后，除非另有约定。

7. COST.

费用。

A. Prices charged for Equipment listed on the Purchase Order are not subject to increase, including specifically, but without limitation, any increase based upon currency fluctuations, changes in raw material, tariffs, or duties transportation costs or component pricing, labor or overhead, unless specifically agreed to by Buyer in a Signed Writing.

A. 除买方以书面签署的方式特别同意之外，《采购订单》所列的设备需要支付的价格不会增长，具体包括但不限于：因币值波动、以及原材料变化、关税或税收、运输成本或元件价格、人工或间接费用等造成任何增长。

B. Seller represents and warrants that the price charged to Buyer for Equipment is at least as low as the price charged by Seller to buyers of a class similar to Buyer under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller shall ensure that the price charged to Buyer for Equipment remains competitive with the price for similar goods or services available to Buyer from other sellers.

B. 卖方陈述并保证，其向买方收取的设备价格至少与卖方在与《采购订单》中约定的条件类似的条件下，向与买方类似的买方所收取的价格一样低，并且所有价格均符合报价、销售和交付时有效的所有适用的政府法律法规。卖方应确保，与买方从其他卖方购买类似的货物或服务相比，其向买方收取的设备价格将保持竞争力。

C. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its customers. In the event Seller reduces its price for similar goods and services during the term of this Purchase Order, Seller agrees to reduce the prices of the Equipment to Buyer correspondingly. Seller warrants that the prices in this Purchase Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.

C. 买方还应得到卖方向其客户提供的所有折扣、保险费和其他惯例优惠付款条件的全部利益，如果卖方在本《采购订单》期间内降低同类货物和服务的价格，那么卖方同意相应地降低其提供给买方的设备价格。卖方保证，本《采购订单》中所列价格应为完整的价格，并且在未得到买方给出明确的书面同意的情况下，不得另行增加任何类型的费用。

8. TAXES.

税费。

Unless prohibited by law, the Seller shall pay all federal, state or local tax, transportation tax, or other tax, including but not limited to customs duties and tariffs, which is required to be imposed upon the Equipment ordered, or by reason of its sale or delivery. All Purchase Order prices shall be deemed to have included all such taxes.

除非法律禁止，卖方应支付针对所订购的设备应收取的，或因销售或交付所产生的所有联邦、州或地方或其他适用的税费、运输税、或其他税费，包括但不限于进口税和关税。所有《采购订单》价格应被视为已包含了所有上述税费。

9. INVOICES.

发票。

All invoices for Equipment provided pursuant to a Purchase Order must reference the Purchase Order number, Buyer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers, Seller's name and number, and bill of lading number, before any payment will be made for Equipment by Buyer. In addition, no invoice may reference any term separate from or different than these Terms and Conditions or the terms that appear on the face of the Purchase Order. Buyer reserves the

right to return all invoices or related documents submitted incorrectly. Payment terms will commence upon the receipt of an invoice, after the receipt of the corresponding Equipment. Any payment by Buyer of a nonconforming invoice is not an acceptance of any non-conforming elements or terms on such invoice. Where applicable, Buyer may request proof of delivery to support corresponding invoices prior to payment.

根据每份《采购订单》所提供的设备发票必须注明《采购订单》编号、买方的零件号、卖方的零件号（如果适用）、装运的件数、纸箱或集装箱编号、卖方名称和编号以及提单编号，然后买方才会对设备进行相应的付款。另外，发票不得引用与本《条款和条件》或与《采购订单》中显示的条款无关或有差异的任何条款。买方保留退回所有错误提交的发票或相关文件的权利。收到相应的设备后并对设备无异议后，支付期限自买方收到发票之日起算。买方就不合格发票付款并不代表买方接受了该等发票上的任何不合格元素或条款。如适用，买方可以要求卖方在支付前要求提供交付证明，以支持相应的发票。

10. **PAYMENT TERMS.**

支付期限。

A. Unless otherwise specified in the Purchase Order, payment terms are net 60 days from the date of final acceptance of the Equipment or Buyer's specified delivery date, whichever occurs later.

A. 除非本《采购订单》另有约定，支付期限是自设备最终验收之日或买方指定的交付日期起的六十（60）日，以时间较后者为准。

B. Notwithstanding Subpart A, payment terms for tooling shall be net 60 from the date the tooling meets the applicable approved PPAP process, as determined by Buyer's customer.

B. 尽管有上述第 A 项的规定，工具的支付期限应为自工具满足买方客户所决定的批准适用的 PPAP 流程之日起 60 天。

C. If a payment date falls on a non-business day, payment will occur on the following business day. In cases in which Buyer's customer is funding or reimbursing Buyer for the cost of the Equipment, notwithstanding the particular payment terms applicable to a

Purchase Order, Buyer reserves the right to defer payment for Equipment until after Buyer is paid by its customer for such Equipment.

C. 如果支付日期恰逢非营业日，则支付日期将顺延至下一个工作日。尽管有适用于《采购订单》的具体支付期限，但如果买方客户正在向买方筹措或支付设备的费用时，买方保留推迟支付设备费用的权利，直到客户向买方支付设备费用之后。

11. **SETOFF AND RECOUPMENT.**

抵销和扣除。

A. In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates, to Buyer or any of its subsidiaries or affiliates, and Buyer may setoff against or recoup from any amounts due or to become due from Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates however and whenever arising, including but not limited to the Buyer's attorneys' fees and costs of enforcement. In the event that Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk.

A. 除法律允许的任何抵销或扣除权利外，卖方或其任何子公司或关联公司的所有到期金额均应扣除卖方或其任何子公司或关联公司对买方或其任何子公司或关联公司的债务或义务和买方可以抵销或从卖方或其任何子公司或关联公司的任何到期的款项中获得的补偿（无论是以何种方式、在何时发生），包括但不限于买方的律师费和执行成本。当买方或买方的任何关联公司和子公司合理地认为存在风险时，买方可以扣留和扣除卖方或卖方的任何关联公司和子公司的相应到期金额，以防范上述风险。

B. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if the Purchase Order between

Buyer and Seller has not been assumed, then Buyer may defer payment to Seller, via an administrative hold or otherwise, for the Equipment against potential rejection and other damages.

B. 如果卖方或卖方的任何关联公司和子公司针对买方或买方的任何关联公司和子公司所需要承担的义务存在争议、负债或未清算的，那么买方或买方的任何关联公司和子公司可以延期支付全部或部分到期金额，直至上述义务解决之后。在不受限于上述一般性原则下，例如（仅为举例），在卖方破产的情形下，如果买卖双方所商定的全部《采购订单》尚未履行，那么买方可以采取行政保留或其他方式推迟向卖方支付设备的款项，以防设备可能遭受的潜在拒绝和其他损害。

C. In the event of a Seller Insolvency (defined below), Buyer also may setoff, recoup, and/or withhold from amounts due Seller or any of its subsidiaries or affiliates any amounts that Seller is obligated to indemnify Buyer pursuant to this Purchase Order, regardless of whether such amounts become due before or after the filing of a petition for bankruptcy protection by Seller.

C. 在卖方资不抵债的情形下（如下文规定），买方还可以从应向卖方或卖方的任何关联公司和子公司支付的到期金额中抵销、扣除、和/或保留根据《采购订单》卖方有义务向买方提供的赔偿金额，无论该等款项是在卖方提出破产保护申请之前或之后到期。

12. DOCUMENTATION.

文件。

Packing slips (which shall accompany the Equipment), shipping documents and memos, ASN (Advanced Shipping Notice) documents, and bills of lading shall show the Purchase Order number, vendor, and item and reference numbers. Shipping documents shall be conveyed to Buyer, or as otherwise directed by Buyer, on the shipment date and must include the ASN, SID, Bill of Lading or Packing Slip numbers relating to each shipment. Value of the Equipment shall not be declared on shipments F.O.B. point of origin. For each international shipment, Seller shall include a customs valuation invoice (using the value set forth in the Purchase Order), with a master packing slip and shall furnish all other required export/import documents. Export and trade credits shall belong to Buyer. Seller shall

furnish (i) all documents required to obtain export credits and customs drawbacks; (ii) certificates of origin of the materials and Equipment provided and the value added in each country; (iii) all NAFTA, AALA and other related documents; (iv) all required export licenses or authorizations; and (v) any other documents requested by Buyer or any of its customers. Seller warrants that the contents of such documents shall be true and accurate. Seller shall indemnify Buyer for any damages, including but not limited to duties, interest and penalties, arising from a false or inaccurate statement.

装箱单（应随设备）、装运单据和装运通知单、ASN（预先发货通知）文件、提单均应显示《采购订单》编号、厂家、以及品号和附图标记。装运单据应在装运之日运送（或按照买方指定的其他方式）给买方并且必须载有每次装运的 ASN、SID、提单号或装箱单编号。对于以 FOB 方式从原产地发货的设备不应申报设备价值。卖方应提供每次国际航运的海关估价发票（使用《采购订单》中约定的价值）和主装箱单，并且提供所有其他要求的出/入境单据。出口和贸易信用应归属买方。卖方应提供：（i）为获得出口信用和海关退税所需的所有单据；（ii）提供的材料和设备的原产地证书以及各国的增加值；（iii）所有 NAFTA、AALA 和其他相关单据；（iv）所有要求的出口许可证或授权书；及（v）买方或任一买方客户要求的任何其他单据。卖方保证，上述单据的内容均真实准确。卖方应向买方补偿因错误或不准确的陈述所造成的任何损失，包括但不限于税费、利息和罚款。

13. **TRANSPORTATION.**

运输。

The Equipment provided by Seller shall be properly packed, marked, loaded and shipped as required by this Purchase Order and by the transporting carrier. Unless Buyer instructs otherwise, the Equipment shall be shipped FOB Buyer's location (DDP according to Incoterms 2010), and shall be shipped in a manner that permits the lowest transportation rates to apply and adequately protects the quality of the Equipment. Seller shall reimburse Buyer for all expenses, including damage to the Equipment, incurred due to improper packing, marking, loading or routing. The risk of loss or damage in transit shall be upon Seller, except where shipment is by Buyer's vehicle, in which case the risk of loss or damage shall pass to Buyer upon completion of loading. Upon submission of proper invoices, Buyer

shall process such invoices for payment. All cash discounts shall be computed from the date of receipt by Buyer of a final invoice or receipt of the Equipment, whichever occurs later. Cash discounts shall be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice.

卖方提供的设备应根据《采购订单》和运输承运人的规定进行妥善包装、标记、装载和装运。除非买方另有指示，所有设备均应以船上交货（FOB）的方式按照买方地点发货（DDP 按照《国际贸易术语解释通则 2020》），并且应采用允许使用最低运输费并且能够充分保证设备质量的方式进行运输。卖方应向买方补偿因不恰当包装、标记、装载或运输路线所产生的所有费用（包括对设备所造成的损坏）。运输途中发生的损失或损坏风险均应由卖方承担，除非是通过买方车辆装运，在此种情况下，所发生的损失或损坏风险应在装载完成之后由买方自行承担。在提交正确发票后，买方应着手支付上述发票。所有现金折扣应从买方收到最终发票或收到设备（以时间较后者为准）之日起进行计算。现金折扣应按照发票的总额减去运费和税费（如果发票上单独列明）所得。

14. TECHNOLOGY AND LICENSES.

技术和许可证。

A. All Equipment, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Purchase Order and any associated intellectual property rights therein are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with a Purchase Order are “works made for hire” on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term “intellectual property” as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be proprietary or confidential and/or that otherwise qualifies for

protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

A. 所有设备，包括但不限于任何理念、发明、概念、设计、原型、产品配置、工艺、技术、程序、系统、计划、模型、程序、软件或代码、数据、规格、图纸、图表、流程图、文件、或其他在执行任何《采购订单》过程中创建的所有内容以及任何相关的知识产权，均属买方的独有财产。卖方同意，所有与《采购订单》相关的卖方著作权作品，均为代表买方的“职务作品”，该术语含义同《美国版权法》中使用的含义。本文所引用的术语“知识产权”系指专利、专利申请、可专利标的物、版权、版权标的物、著作权作品、衍生作品、商标、商品名称、商业外观、商业秘密、专有技术、以及任何其他标的物、材料、或其他买方认为属于专有或机密和/或以其他方式有资格受到提供或创建知识产权的任何法律，包括《统一商业秘密法》，所保护的信息。

B. Seller hereby assigns to Buyer ownership of all right, title, and interest in the Equipment and any associated intellectual property created therein, and further agrees to cooperate with Buyer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Buyer to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the Equipment at the request and expense of Buyer.

B. 卖方特此将所有设备的权利、产权和利益以及任何相关的知识产权全部转移至买方，并且同意与买方合作，并按买方要求，在买方承担费用的情况下，协助准备和执行关于买方或买方代表所做的任何工作的所有文件，以便申请、获得、维持、转移、或实施与设备相关的任何知识产权。

C. Seller expressly warrants that the Equipment shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Seller shall not disclose to Buyer any confidential information, including any trade secrets, of any third party.

C. 卖方明确保证，设备不包括任何第三方的任何知识产权（包括版权、专利、商业秘密、掩膜作品、或商标权），并且进一步同意，卖方不向买方披露任何第三方的机密信息（包括商业秘密）。

D. Seller grants to Buyer an irrevocable, non-exclusive, royalty-free, worldwide license with the right to grant sublicenses to affiliates to use any technical information, know how, copyrights, and patents, or other intellectual property owned or controlled by Seller or its affiliates to use the Equipment and to: (i) produce products using the Equipment which Buyer may make, have made, use, sell, and import; and (ii) repair, rebuild, and make, or have made, replacement components for the Equipment. Such license shall be effective from the first delivery under a Purchase Order.

D. 卖方授予买方不可撤销的、非独有的、免版税的和全球使用的许可，以及授予买方向买方的关联公司再许可的权利，以使得买方的关联公司可以使用由卖方或卖方关联公司所拥有或控制的为了使用设备和 1) 买方可能制作、已经制作、使用、出售、进口产品时所需要用到的设备；和 2) 买方为了维修、重新组装设备，及制作设备替代元件、已经制作设备替代元件的任何技术信息、专有技术、版权和专利、或其他由卖方或卖方关联方所拥有的其他知识产权。上述许可自按照《采购订单》进行首次交付之日起生效。

E. Seller expressly warrants that all Equipment will not and does not infringe any patent, trademark, copyright or other intellectual property of any third party. Seller: (i) agrees to defend, hold harmless and indemnify Buyer and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of products using the Equipment, including infringement arising out of compliance with specifications furnished by Buyer or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; and (ii) waives any claim against Buyer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.

E. 卖方明确保证，所有设备将不会并且没有侵犯任何第三方的任何专利、商标、版权或其他知识产权。卖方：（i）同意为买方及买方客户进行抗辩和赔偿，并且确保买方及买方客户不会因制造、使用或出售设备而造成实际侵权或涉嫌直接侵权或辅助侵权，或诱导侵权（包括因遵守买方提供的规格，或由于卖方的行为直接或间接导致的实际或涉嫌滥用或盗用商业秘密而引起的侵权），任何美国或外国专利、商标、版权或其他所有权的任何诉讼、申索或行为而遭受任何损失（包括实际发生的律师费、专家费和顾问费、和解费用和审判费用）；（ii）放弃针对买方及其客户的任何索赔，包括任何免受损害或类似的索赔，无论是已知的还是未知的，或然的还是潜在的，以任何方式与针对卖方或买方的侵犯任何专利、商标、版权或其他专有权有关的索赔，包括因遵守买方提供的规格而产生的索赔。

F. Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this Section to ensure that the protections required by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller.

F. 卖方应确保，卖方的任何分包商均已经与卖方签订了符合本部分所有条款的书面合同，以确保可以从分包商处同样获得买方要求卖方所提供的保护，从而保护买卖双方的利益。

15. **CONFIDENTIALITY.**

机密性。

A. Seller acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Buyer to Seller during the course of work under any Purchase Order, including all Buyer Data (as defined in Section 45 below) (“Confidential Information”), including, but not limited to, any information regarding Buyer or its business or its customers, the existence and terms of any Request for Quotation or Purchase Order, and any drawings, specifications, or other documents prepared by either party in connection with any Request for Quotation or Purchase Order, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Seller by Buyer. Seller agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior

written authorization from Buyer. Seller also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Notwithstanding the foregoing, Seller may disclose portions of the Confidential Information to third parties if it is required for Seller to fulfill its obligations under a Purchase Order and if such third parties have agreed to conditions of confidentiality at least as stringent as those contained herein. Confidential Information shall not include any information that (i) was in the possession of Seller before receipt from Buyer; (ii) is or becomes available to the public through no fault of Seller; or (iii) is received by Seller in good faith from a third party having no duty of confidentiality to Buyer.

A. 卖方承认并同意，卖方将有义务在开展任一《采购订单》下工作的过程中，保持买方向卖方披露的所有信息（包括所有的买方数据（如下方第 45 部分所定义））（“机密信息”）的保密性和机密性,包括但不限于关于买方或买方业务或买方客户的任何信息、任何请求报价单或《采购订单》的存在和条款、以及任何图纸、规格、或任何一方准备的关于任何请求报价单或《采购订单》的其他文件、以及所有部件、设备、工具、量具、图案和买方向卖方提供或披露的其他物品的特点。卖方同意，卖方将不会为了自己或任何第三方的利益，在未经买方事先书面授权的情况下，披露或使用任何机密信息或与任何第三方共同使用机密信息。卖方还同意采取合理措施保护机密信息的保密性和机密性。尽管上述规定，如果卖方因履行《采购订单》项下的义务，需要向第三方披露部分机密信息，且该等第三方已经同意将至少按照本文中的保密程度对该等机密信息进行保密的，那么卖方可以向第三方披露部分机密信息。机密信息不包括（i）在从买方处收到前，卖方已经拥有的信息；（ii）不因卖方过错而向公众公开的任何信息；或（iii）卖方从不向买方承担保密义务的第三方处收到的任何信息。

B. The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Buyer to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act. At the request of Buyer, Seller will return to Buyer all materials (in any form) that include, incorporate, or otherwise contain Confidential Information of Buyer.

B. 在买方认为任何机密信息均属于保密信息或机密信息或以其他方式有资格受到所有适用的法律保护的期间内，卖方针对机密信息的义务应持续有效。买方有需求时，卖方将向买方（以任何形式）返回所有包括、混合或以其他方式包含了买方机密信息的所有资料。

C. Unless otherwise agreed in a Signed Writing, all information provided by Seller to Buyer in connection with each Purchase Order shall be disclosed on a non-confidential basis, and Buyer shall have no duty to maintain the secrecy or confidentiality of such information.

C. 除非书面签署另有规定，卖方向买方提供的关于《采购订单》的所有信息均应以非保密的方式披露，并且买方不承担维持上述信息的保密性或机密性的责任。

D. Seller shall not sell or dispose of, as scrap or otherwise, any completed or partially completed or defective Equipment manufactured hereunder without defacing or rendering such Equipment unsuitable for use.

D. 除外观有污损或无法正常使用的情况外，卖方不得出售或以废弃物的方式或其它方式处理任何完整或部分完整或有缺陷的根据本文生产的设备。

E. The protections for Confidential Information under this Purchase Order shall be in addition to any protections to which Buyer is entitled under any separate nondisclosure and/or confidentiality agreement.

E. 针对《采购订单》中机密信息的保护，还应扩大至买方在任何单独的不披露和/或保密协议项下有权享有的保护。

16. **CHANGES.**

变更。

A. Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the Equipment under a Purchase Order including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packaging and shipping and the date or place of delivery of the Equipment covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any such changes shall be deemed not to

affect the time for performance or cost under the Purchase Order unless (i) Seller provides Buyer with written notice of a claim for adjustment to time for performance or cost within ten (10) days after Buyer's notice to Seller of the change and (ii) after auditing such claim, Buyer determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under a Purchase Order must be solely and directly the result of the change directed by Buyer and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Seller shall consider and advise Buyer of the impact of a design change on the system in which the Equipment covered by the Purchase Order is used. Nothing in this Section shall excuse Seller from performing under the Purchase Order as changed pending resolution of any claim by Seller for adjustment to time or cost.

A. 买方保留随时针对任何《采购订单》中要求的设备进行直接变更、或要求卖方进行变更的权利，包括但不限于变更设计（包括图纸和规格）、加工、包装和装运方式、以及《采购订单》中要求的设备的交付日期或地点，或以其他方式变更《采购订单》中规定的工作范围，包括关于检查、测试或质量控制的相关工作；并且卖方同意立即进行上述变更。任何上述变更均应视作不会影响《采购订单》项下规定的履行时间或费用，除非（i）卖方在买方向卖方发送变更通知后的十（10）天之内，向买方发送要求调整履行时间或费用的书面通知，及（ii）在审定上述要求之后，买方确定合适的调整（下调或上调）。卖方提出关于调整《采购订单》规定的履行时间或费用的上述要求，必须全部或直接因买方指示的变更所致，并且仅当随附充分能够让买方验证上述要求的所有相关信息后，方视为符合关于上述要求的有效通知。另外，买方应有权审查卖方提供用于验证任何要求的所有相关记录、设施、工作或材料。卖方应考虑设计变更对于使用了《采购订单》中所提供的设备的系统的影响，并告知买方。在卖方提出调整时间或费用的任何要求被解决之前，卖方不能依据本部分的任何内容拒不履行变更后的《采购订单》。

B. Without the prior approval of Buyer on the face of a Purchase Order amendment or in a Signed Writing, Seller shall not make any changes to a Purchase Order or the

Equipment covered by the Purchase Order, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Purchase Order, (ii) the facility from which Seller or such supplier operates, (iii) the price of any of the Equipment covered by the Purchase Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Purchase Order; (v) the fit, form, function, appearance, performance of any Equipment covered by the Purchase Order; or (vi) the production method, or any process or software used in the production or provision of any Equipment under the Purchase Order. To the extent required by Buyer's customers, all Equipment that is changed, and an products produced on such Equipment, must go through the PPAP approval process before it can be accepted by Buyer. Any changes by Seller to any Purchase Order or the Equipment covered by the Purchase Order without the prior approval by Buyer on the face of a Purchase Order amendment or in a Signed Writing shall constitute a breach of the Purchase Order.

B. 在买方未事先批准《采购订单》修正案或书面签署时，卖方不得针对任何《采购订单》或《采购订单》所含设备进行任何变更，包括但不限于，变更（i）卖方在履行《采购订单》时使用的服务、原材料或货物的任何第三方供应商；（ii）卖方或上述供应商运营的设施；（iii）《采购订单》所含任何设备的价格；（iv）卖方或卖方供应商在履行《采购订单》时使用的任何服务、原材料或货物的性质、类型或质量；或（v）《采购订单》所含的任何设备的适合度、形式、功能、外观和性能；或（vi）生产或提供《采购订单》所含的任何设备的生产方法、或任何工艺或软件。在买方接受设备之前，根据买方客户的需要，所有变更后的设备或在该设备上生产的产品必须通过经批准的 PPAP 程序。在买方未事先批准《采购订单》修正案或书面签署时，卖方面针对任何《采购订单》或《采购订单》所含的设备进行的任何变更，均属于违反《采购订单》。

17. CUSTOMER SUPPORT AND SERVICE PARTS.

客户支持和修理用部件。

A. Seller shall provide all necessary documentation and training for operation and maintenance of the Equipment. For the duration of the Warranty Period, Seller will provide

customer support for Buyer's reasonable requests related to: (i) operation; (ii) maintenance; (iii) software updates; (iv) technical support and troubleshooting; and (v) such other issues as may reasonably be requested by Buyer. This provision shall not be construed to limit Buyer's remedies for any breach of this Purchase Order.

A. 卖方应当为了设备的运行和维护提供必要的文件和培训。在保修期期间，卖方将基于买方关于以下事项的合理需求提供客户支持：(i) 运行；(ii) 维护；(iii) 软件更新；(iv) 技术支持和修理故障；(v) 其他与买方提出的合理要求有关的事项。本条不应当被解释为限制买方在卖方违反本《采购订单》时的救济措施。

B. Seller shall provide Buyer with a list of critical spare parts for the Equipment. In addition to obtaining spare parts from Seller, Buyer shall of the right to obtain spare parts from any third party. Following final acceptance of the Equipment, Seller will make available to Buyer replacement and service parts identified in the list of critical spare parts at costs that are reasonable in light of Seller's actual expense to manufacture or procure the replacement and service parts.

B. 卖方应当提供给买方一份设备所需的重要备件清单。除了从卖方处获得备件外，买方应有权从任何第三方处获得备件。在设备最终接收后，卖方将会向买方提供重要备件清单中列明的替换和备用零件，其费用应当根据卖方生产或采购这些替换和备用零件的实际支出合理进行计算。

18. TOOLING - PROPERTY OF BUYER.

工具-买方财产。

A. The right, title and interest in and to all Equipment, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, designs, drawings, specifications, spare parts, trial parts, ancillary products, items owned by Buyer and other items furnished by Buyer or its customers to Seller for use in manufacturing, or for which Seller is reimbursed by Buyer or its customers ("Buyer's Property"), shall be and remain the property of Buyer and/or its customers. Seller shall bear the risk of loss of and damage to such Buyer's Property. Seller will (i) properly house and maintain the Buyer's Property on Seller's premises; (ii) not use the Buyer's Property for any purpose other than for performance under the Purchase Order; (iii) prominently mark the Buyer's Property as property of Buyer; (iv) refrain from

commingling the Buyer's Property with the property of Seller or with that of a third party; (v) adequately insure the Buyer's Property against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (vi) take reasonable steps to ensure that the Buyer's Property does not become subject to any liens or other claims; and (vii) not move the Buyer's Property to another location whether owned by Seller or a third party, without the prior written consent of Buyer.

A. 买方拥有的所有设备、材料、工具、夹具、锻模、量具、紧固件、固定装置、模具、图案、设计、图纸、规格、备件、试用部件、辅助产品以及买方或买方客户给卖方提供用于制造设备、或买方或买方客户补偿卖方的其他物品的权利、产权和利益（“买方财产”），应成为买方和/或买方客户的财产并由其保留。卖方应承担对上述买方财产所造成的损失和损害的风险。卖方将：（i）恰当地将买方财产安置和保留在卖方场所内；（ii）除了用于履行《采购订单》之外，不得将买方财产作任何其他用途；（iii）突出地将买方财产标记为买方财产；（iv）避免将买方财产与卖方财产或第三方财产混合；（v）充分保证买方财产免受损失或损坏，包括但不限于，为买方财产投保全额火灾险及增加保险的覆盖范围至替代价值，以及将买方作为额外的被保险人；（vi）采取合理措施，以确保买方财产不受任何留置权或其他要求的约束；及（vii）未经取得买方事先书面同意，不会将买方财产移至卖方或第三方所有的其他地点。

B. Upon written request, Seller, at its expense, shall immediately deliver the Buyer's Property at Buyer's option F.O.B. carrier at Seller's facility (Ex Works Loaded according to Incoterms 2010) or FOB Buyer's premises (CIF Buyer Plant/Delivered Buyer Plant according to Incoterms 2010), and properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the Buyer's Property from Seller's premises, regardless of any actual or potential claims between Seller and Buyer, financial or otherwise. Buyer will have the right to enter Seller's premises at reasonable times to inspect the Buyer's Property and Seller's records pertaining thereto or to remove any of Buyer's Property. Seller agrees that it will comply with obligations hereunder to release Buyer's Property notwithstanding any offsetting claim it may have against Buyer.

B. 按照书面要求，卖方应自费根据买方的选择，通过在卖方工场（Ex Works Loaded 根据《国际贸易术语解释通则 2020》） FOB 承运人或 FOB 买方场所（CIF 根据《国际贸易术语解释通则 2020》）的方式，将买方的财产交给买方，并且按照承运人和买方的要求进行妥善包装和标记。不论买卖双方之间存在任何实际或可能的索赔，涉及财务或其它方面，卖方都将与买方合作，将买方财产从卖方场所移出。买方有权在合理时间进入卖方场所，以检查买方财产和卖方关于上述财产的记录，或移出任何买方财产。卖方同意，其将遵守本文件项下的义务，使买方的财产免遭卖方可能对买方提出的任何索赔。

C. Seller expressly waives and releases, and agrees not to file or otherwise assert or prosecute or suffer to permit any statutory, equitable or other liens, including but not limited to equitable or other liens, including but not limited to any molder liens, tool liens, builder liens and the like, that Seller has or might have on or in connection with the Buyer's Property for all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Buyer's Property.

C. 卖方明确地放弃和豁免，并同意不会提出或以其他方式主张或起诉或允许任何法定或其他形式的留置权，包括但不限于任何铸模留置权、工具留置权、建造商留置权等留置权，以及卖方拥有或可能拥有或与买方财产有关的所有工作，包括但不限于，设计、生产、改善、维护、维修、使用、装配、制造或开发买方财产。

D. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all attorney's fees and all other costs of litigation that are in any way related to releasing, terminating or otherwise removing all such liens placed on the Buyer's Property. Seller will assign to Buyer any claims Seller has against third parties with respect to Buyer's Property. Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Buyer's Property.

D. 卖方特此同意，向买方提供关于任何损失、责任、成本、费用、诉讼、行为、要求和所有其他义务和事项（包括但不限于，以任何方式与豁免、终止、或以其它方式消除设于买方财产的上述留置权相关的所有律师费和所有其他诉讼费用）的赔偿和抗辩，并使其免受损害。卖方将卖方针对第三方关于买方财产的任何申索无偿

地转让给买方。卖方应承担因使用买方财产所造成的人员死亡或受伤或财产损坏的所有风险。

E. Unless otherwise agreed to in writing by Buyer, Seller at its own expense shall keep the Buyer's Property in good condition and repair, including repair necessitated by wear and tear and other usage by Seller. In the event that it becomes necessary, as determined by either Buyer or Seller, to replace the Buyer's Property due to normal use by the Seller, or otherwise, said replacement of Buyer's Property shall be at the sole expense of the Seller and said replacement Buyer's Property shall remain the property of the Buyer. Seller will pay personal property taxes for all Buyer's Property in Seller's possession or under Seller's control.

E. 除非买方另有书面同意，卖方应自费保管买方财产，使其处于良好状态，并提供维修，包括卖方因磨损和其他用途需要进行的维修。如果因卖方正常使用或其他原因卖方或买方决定有必要更换买方财产，因进行上述更换产生的费用全部由卖方承担，且更换后的买房财产将仍属于买方的财产。如果适用，卖方应支付卖方拥有或由卖方控制的所有买方财产的动产税。

F. Seller shall not dispose of Buyer's Property without written approval from an authorized representative of Buyer's purchasing department.

F. 未取得买方采购部门授权代表的书面批准，卖方不应处置买方财产。

G. Buyer does not guarantee the accuracy of any Buyer's Property or the availability or suitability of any Equipment or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Buyer's Property or other materials supplied by Buyer prior to any use by Seller. Seller agrees that it will comply with obligations hereunder to release Buyer's Property notwithstanding any offsetting claim that it may have against Buyer.

G. 买方不保证任何买方财产的准确性或买方提供的任何设备或材料的可用性和适合性。卖方全权负责在卖方使用之前，检测、测试和批准所有买方财产或买方提供的其他材料。卖方同意，遵守本文规定的义务对买方财产进行豁免，即便其可能对买方提出任何抵消性申索。

H. Seller acknowledges and agrees that (i) Buyer may not be the manufacturer of the Buyer's Property nor the manufacturer's agent nor a dealer therein; (ii) Buyer is bailing the Buyer's Property to Seller for Seller's benefit; and (iii) Seller has inspected the Buyer's Property and is satisfied that the Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer shall not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Buyer's Property, including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other indirect, special or consequential damages.

H. 卖方认可并承认：（i）买方既不是买方财产的制造商也不是制造商的代理商和经销商；（ii）买方为了卖方的利益将买方财产交给卖方保管；（iii）卖方已经检查了买方资产并对买方资产适于其自身用途而感到满意，及（iv）买方尚未和并未对买方财产的适合度、状况、适销性、设计或运行或用于任何特殊用途的适合度做明示或暗示任何保证或陈述。买方不承担卖方因直接或间接遭受买方财产造成的任何形式或性质的任何损失、损害、受伤或费用（包括但不限于，财产使用或维护、或维修、保养或调整、或因任何服务中断造成的），或不承担无论任何原因导致的任何业务损失（包括但不限于，任何预期损害、利润损失或任何其他间接、特殊或附带损害）。

I. Seller authorizes Buyer to file a UCC-1 financing statement or similar document with the appropriate filing authority to give notice of Buyer's ownership interest in the Buyer's Property. Failure to file a financing statement will not alter or amend Buyer's ownership rights to the Buyer's Property Seller shall provide Buyer, upon Buyer's request, with a written inventory of all Buyer's Property.

I. 卖方授权买方向合适的备案机关提交合法有效的财务报表或同类文件，以通知买方关于买方财产的所有者权益。未能提交财务报表将不会修改或修正买方关于买方财产的所有权。卖方应按照买方要求向买方提供所有买方财产的书面目录。

19. US C-TPAT (U.S. CUSTOMS SERVICE'S CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM).

美国海关商贸反恐怖联盟（美国海关商贸反恐怖联盟）。

For Seller's Equipment to be imported into the United States, Seller shall accept, implement and comply with all applicable recommendations or requirements of the United States Customs and Board Protection Service's Customs Trade Partnership Against Terrorism ("C-TPAT") initiative (<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat/>). At Buyer's or the Customs and Board Protection Service's request, Seller shall certify in writing its acceptance, implementation and compliance with the C-TPAT and any accompanying recommendation and guidelines. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's not accepting, implementing or complying with C-TPAT.

进口到美国境内的卖方配件，卖方应接受、履行并遵守美国海关和海关商贸反恐怖联盟（“C-TPAT”）倡议（<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat/>）的所有适用建议或要求。买方或海关及联盟要求时，卖方应以书面形式核实其接受、履行以及遵守海关商贸反恐怖联盟（C-TPAT）中相关要求，并附上有关建议和指南。卖方应赔偿并保护买方免受因卖方未接受、未履行或未遵守美国海关和海关商贸反恐怖联盟（C-TPAT）或与此有关原因而引起的任何责任、索赔、诉求或经费（包括律师费或其他专业费）等。

20. SUSTAINABILITY.

可持续发展。

Buyer and Seller hereby recognize the value in supporting initiatives which strive to achieve excellence in environmental and social performance. Seller will comply with Buyer's Supplier Sustainability Policy, which is available at

<https://www.hennigesautomotive.com/purchasing-vendor-portal-contacts/>. While these Terms and Conditions define the parameters in which the parties will conduct business and seek mutually advantageous financial advantage, the parties agree that there is a recognition, belief in, and practice of the principles of sustainable business woven into the fabric of how they will conduct themselves. In addition to the Supplier Sustainability Policy, elements which the parties will consider include: (i) the Global Reporting Initiative support (GRI - <https://www.globalreporting.org/>) including development of a Sustainability Report in alignment with GRI reporting guidelines; (ii) promoting diversity in the supplier base (for the US, Reference the National Minority Supplier Development Council (NMSDC – www.nmsdc.org)); (iii) taking voluntary initiatives to reduce environmental impacts, including efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote “greening of the supply chain”; (iv) supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and benefits, and being responsible citizens in communities where the parties operate; and (v) participating in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements as requested by Buyer. The Buyer’s current Sustainability Report can be found online at www.hennigesautmotive.com.

买方和卖方在此确认，支持努力实现卓越环境和社会表现的倡议行动是极富价值的。卖方将遵守买方的《供应商可持续发展政策》（Supplier Sustainability Policy），该政策可通过 <https://www.hennigesautomotive.com/purchasing-vendor-portal-contacts/>在线查阅。虽然本《条款和条件》界定了双方开展业务和谋求互利共赢的经济优势的范围，双方同意，对可持续经营原则的认识、信念和实践将贯穿于双方的行为方式之中。除《供应商可持续发展政策》以外，双方将考虑的因素还包括：（i）支持全球报告倡议组织 (GRI-<https://www.globalreporting.org/>)，包括根据 GRI 报告指南编写可持续发展报告；（ii）促进供应商基础的多样性（就美国而言，参考国家少数民族裔供应商发展委员会）；（iii）采取自愿行动以减少环境影响，包括努力提高能源效率、控制温室气体排放、回收利用材料、减少或淘汰有毒物质的使用、尽量减少浪费、开展产品生命周期评估及促进“绿色供应链”；（iv）支持安全健康

的工作场所和社区，无歧视地雇用和晋升员工，支付具有竞争力的工资和福利，并在双方开展业务的社区中做负责任的公民；及（v）按照买方的要求参与碳披露项目（<https://www.cdproject.net>），遵循其报告要求。买方当前的《可持续发展报告》可通过 www.hennigesautomotive.com 在线查阅。

21. FEDERAL ACQUISITION REGULATION FLOWDOWN.

《联邦收购条例》条款的援引及适用

If this Purchase Order is issued in support of a U.S. Government prime contract or subcontract, the flowdown Federal Acquisition Regulation (“FAR”) clauses and any applicable agency supplements thereto, as applicable, are incorporated herein by reference. Without limiting the generality of the foregoing, Seller shall comply with the following clauses relating to contracts with the U.S. Government: (i) the Equal Opportunity clause, 41 CFR 60-1.4; (ii) the Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era clause, 41 CFR 60-250.4; (iii) the Affirmative Action for Handicapped Workers clause, 41 CFR 60-741.4; (iv) Executive Order 13201; and (v) FAR regulations. 如果本《采购订单》是为了支持美国政府主合同或分包合同而发出的，则所适用的《联邦采购条例》（“FAR”）条款及其机构补充条款，均应援引并纳入本文。在不限前所述一般性的情况下，卖方应遵守下列与美国政府签订的合同有关的条款：(i)平等机会条款，41 CFR 60-1.4；(ii)残疾退伍军人和越南时期退伍军人平权行动条款，41 CFR 60-250.4；(iii)残疾人平权行动条款，41 CFR 60-741.4；(iv)行政命令 13201；以及(v) FAR 规定。

22. COMPLIANCE WITH LAWS.

遵守法律。

A. Seller shall comply with all applicable laws, rules, regulations, orders, conventions, or standards enacted by the United States of America and any other applicable jurisdictions that regulate the manufacture, labeling, transportation, licensing, approval or certification of products or services, including but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, and each Purchase Order

shall be deemed to incorporate by reference all the clauses required by the provisions of said laws, Purchase Orders, rules, regulations and ordinances. Among other things, Seller agrees to comply with the Occupational Safety & Health Act, 29 U.S.C. §§651 et seq. and the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.

A. 卖方应遵守美国以及任何其他适用的司法管辖区颁布的规定了产品和服务的制造、标记运输、许可批准或认证等内容的所有适用法律、法规、条例、决议、惯例或标准，包括但不限于那些与环境事宜、数据保护、隐私、工资、工作时间以及雇佣条件、分包商选择、歧视、职业健康/安全和汽车安全等有关的内容，且所有《采购订单》应被认为通过援引的方式包括了所有上述法律、《采购订单》、法规、条例以及法令规定所要求的所有条款。除其他事项外，卖方同意遵守《职业安全和健康法案（Occupational Safety & Health Act）》（29 U.S.C. §§651 et seq.），以及《有毒物质管制法（the Toxic Substance Control Act）》（《15 U.S.C. §§2601 et seq》）。

B. All purchased materials used in manufacture of the Equipment shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. Prior to shipment, Seller will furnish applicable Material Safety Data Sheets as well as information on the safe use and hazards associated with use of the Equipment. Seller must be in compliance with ISO14001 and IATF 16949 or their successors, as amended from time to time. Seller further represents and warrants 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 corrupt business practices, in the supply of the Equipment under this Purchase Order. At Buyer's request, Seller shall certify in writing its compliance with the foregoing.

B. 设备制造中所使用的所有采购材料应满足现行关于受限材料、有毒材料和有害材料的政府规定和安全规定等，以及在环境、电器、电磁等方面的考量适用于制造国和销售国。装运前，卖方将提供适用的《材料安全数据表》以及与设备使用有关的安全使用信息和危害等内容。卖方必须遵守 ISO14001, IATF 16949 或他们的后续不时修订的后续版本。卖方进一步陈述以及保证在根据本《采购订单》提供设备的过程

中，卖方或卖方的分包商都不会雇佣儿童、奴隶、犯人或其他被迫劳动力或非自愿劳动力，或从事腐败的商业活动。买方要求时，卖方应通过书面方式证明其已遵守上述规定。

C. Seller hereby agrees to comply with all applicable requirements of Sections 6.7 and 12 of the Fair Labor Standards Act, 29 USC §§ 201 et seq. in the performance of work under any Purchase Order, and with all applicable regulations and orders issued under Section 14 thereof.

C. 卖方在此同意，在开展任何《采购订单》下的工作时，都遵守《公平劳动标准法》（29 USC §§ 201 et seq.）第 6.7 条和第 12 条的所有适用要求，并遵守根据该法第 14 条颁布的所有适用法规和命令的要求。

D. Seller shall be obligated to (and shall ensure that its contractors and subcontractors) comply with all laws, decrees, regulations, rules, rulings, Official Mexican Standards and any other federal, state or local provisions applicable in Mexico, including the Federal Labor Law, the Income Tax Law, the Fiscal Code of the Federation, the Social Security Law, and the Law on the National Institute for Workers' Dwelling. Seller has and shall at all times obtain and maintain in effect all the licenses, permits, authorizations, consents, registrations and approvals that it and/or its contractors and/or subcontractors require to fully carry out its obligations under or relating to any of the aforementioned documents. Without limiting any other right of Buyer, Seller shall indemnify and hold Buyer harmless from any liability, losses, damages, claims, lawsuits, expenses and/or costs (including attorneys' fees), which Buyer may sustain or incur as a result of any sanction, claim, penalty, lawsuit or proceeding, whether before an administrative or judicial body or other tribunal, imposed, made, brought or threatened against Buyer for Seller's (and any contractor and/or subcontractor it retains) non-compliance with these obligations, negligence or willful misconduct. The rights and obligations set forth herein shall survive for a period of 5 (five) years from the date of fulfillment of each Purchase Order.

D. 卖方有义务（并确保其承包商和分包商）遵守适用于墨西哥的所有法律、法令、法规、规章、裁决、墨西哥官方标准及任何其他联邦、州或地方的规定，包括《联邦劳动法》、《所得税法》、《联邦财政法典》、《社会保障法》和《全国工人住宅协会法》。卖方在任何时间都应获得卖方和/或其承包商和/或分包商为充分履行其在上述任何文件项下或与上述任何文件有关的义务所需的所有执照、许可、授权、同意、登记和批准，并保持持续有效。在不限制买方的任何其他权利的情况

下，卖方应赔偿买方，并使买方免受任何，由于卖方（及其聘请的承包商和/或分包商）违反这些义务、疏忽或故意的不当行为所引发的，向买方施加、做出、提起或威胁的制裁、索赔、处罚、诉讼或程序所产生的责任、损失、损害、索赔、诉讼、开支和/或费用（包括律师费），无论是在行政或司法机构或其他法庭。本文中规定的权利和义务应在每一《采购订单》履行之日起的五（5）年期限内持续有效。

Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including, without limitation, attorneys' or other professional fees) arising out of or in connection with Seller's non-compliance with the provisions of this Section 22.

卖方应赔偿并保护买方免受因卖方未遵守第22部分中相关条款或与此有关原因而导致的所有责任索赔或费用支出（包括但不限于律师费或其他专业费用）等。

23. INSURANCE.

保险。

In addition to all other insurance coverage required by applicable law, Seller shall maintain insurance, at its own expense, in amounts acceptable to Buyer and that such insurance will adequately protect Buyer against all damages, liabilities, claims, losses and expenses (including attorney's fees). In particular, Seller shall provide workers' compensation, automobile and comprehensive general liability insurance, including coverage for contractual liability, products liability and completed operations, in the following amounts and coverages: (a) General liability insurance with limits of \$1 million per occurrence and \$2 million general aggregate; (b) Employment practices liability insurance with a limit of no less than \$1m; (c) Commercial automobile liability with limits no less than a \$1 million, combined single limit; (d) Workers' compensation insurance in the statutory amount / with Employers Liability limits of \$1 million; and (e) Excess/umbrella coverage of \$5 million per occurrence applying over the primary commercial general liability, auto liability, and employer's liability coverages. Seller agrees that such insurance will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer. Seller will name Buyer as an additional insured on all policies specified above, indicating Sellers policies shall be primary and not contributory with any

coverage carried by Buyer, with the exception of workers' compensation insurance policies.

除适用法律要求的所有其他保险外，卖方应自费购买买方可接受的金额的保险，并确保该保险将充分保护买方免受所有损害、责任、索赔、损失和费用(包括律师费)的伤害。特别是，卖方应提供工人赔偿、汽车和综合一般责任保险，包括合同责任、产品责任和已完成作业的保险，承保金额和承保范围如下：(A)一般责任保险，每次事故限额为 100 万美元，一般总额为 200 万美元；(B)雇佣行为责任保险，限额不低于 100 万美元；(C)商用汽车责任保险，限额不低于 100 万美元，合并单一限额；(D)雇主责任限额为 100 万美元或法定金额的工人赔偿保险；以及(E)超额/保护性保险，每次事故 500 万美元，适用于主要商业一般责任险、汽车责任险和雇主责任险。卖方同意此类保险将充分保护买方不受此类损害、责任、索赔、损失和费用(包括律师费)的影响。如买方要求，卖方同意提交证明其保险范围的保险证书。卖方应在上述所有保险单上指定买方为附加被保险人，表明卖方的保险单应为主要保险单，不对买方承保的任何保险负责，但工伤保险除外。

24. INDEMNIFICATION.

赔偿。

A. Seller shall indemnify and hold harmless Buyer and its affiliated companies, their directors, officers, employees, invitees, agents and customers ("Indemnitees") from and against all liability, demands, claims, losses, costs, actions, judgments, fines, penalties, damages and expenses, including reasonable attorney's fees (collectively, "Liabilities") incurred by Indemnitees by reason of or on account of any breach of this Purchase Order, warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, its employees, agents, or invitees; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any Liabilities solely arising from Buyer's negligence. Seller waives the application of the doctrine of comparative negligence and other doctrines that may

otherwise allocate the liability covered by Seller's indemnity. This indemnification obligation shall be in addition to Seller's warranty obligations.

A. 卖方应赔偿并保护买方及其附属公司、它们的董事、领导、员工、被邀请者、代理商和客户（“接受赔偿者”）免受因违反本《采购订单》、保证条款、产品召回、产品责任索赔以及人员伤亡（包括卖方、其员工、代理商、分包商原因所造成的伤亡或财产损失，或任何因卖方、其员工、代理商或被邀请者所有有关行为而造成的伤亡或财产损失）等原因而导致的所有责任、诉求、索赔、损失、花费、措施、判决、罚款、惩罚、损坏和费用支出等，包括合理的律师费（总称“责任”）；然而，卖方赔偿买方的义务不适用于仅因买方疏忽而产生的任何责任。卖方放弃采用比较过失原则和其他可能分担卖方赔偿责任的法律原则。本赔偿义务为卖方的保证义务的补充。

B. Within a reasonable time of becoming aware of any actual or potential Liabilities, Buyer shall notify Seller. Seller, at Buyer's option and at Seller's expense, will undertake defense of such actual or potential Liabilities through counsel approved by Buyer. Provided, however, that Seller shall first obtain authorization from Buyer before settlement is made of the actual or potential Liabilities if the terms of such settlement could materially adversely affect Buyer, including any terms which admit the existence of a defect in Equipment or a failure of Buyer to fully and faithfully perform its obligations. In the alternative, Buyer may elect to undertake defense of such Liabilities to the extent it is asserted against Buyer, and Seller shall reimburse Buyer on a monthly basis for all expenses, attorney fees, and other costs incurred by Buyer.

B. 在意识到实际责任或潜在责任的合理时间内，买方应通知卖方相关事宜。在买方选择以及卖方出资的情况下，卖方将通过经买方批准同意的律师为该类实际责任或潜在责任进行辩护。但是，如果和解的条款可能对买方产生重大不利影响，包括任何承认设备存在缺陷或买方未能充分忠实履行其义务的，卖方在就该等实际或潜在的赔偿责任达成和解之前，应首先获得买方的授权。另一种替代方法是，买方可选择承担针对买方被要求承担责任的范围进行该类责任的辩护事宜，且卖方应按月赔偿买方所产生的所有费用、律师费和其他花费。

25. SELLER FINANCIAL AND OPERATIONAL CONDITION.

卖方的财务状况以及运营情况。

A. Seller represents and warrants to Buyer as of the date of the Purchase Order (which representations and warranties shall be deemed repeated at the time of each delivery under the Purchase Order) that: (i) it is not insolvent and is paying all debts as they become due; (ii) that it is in compliance with all loan covenants and other obligations; (iii) all financial information provided by Seller to Buyer concerning Seller is true and accurate; (iv) such financial information fairly represents Seller's financial condition; and (v) all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

A. 卖方向买方陈述并保证截至接受《采购订单》之日（该等陈述和保证在卖方接受《采购订单》下的每一次交货时视为被重复）：（i）卖方并非处于资不抵债状态，以及在债务到期是会支付债务；（ii）卖方遵守了所有贷款约定和其他义务；（iii）卖方向买方提供的所有关于卖方的财务信息都完全属实准确；（iv）这些财政信息准确地显示了卖方的财务状况；以及（v）卖方准备的所有财务报告都是根据公认的会计准则统一且一致地编制的。

B. Upon Buyer's request, Seller shall provide copies of its quarterly and/or annual financial statements. Seller shall permit Buyer and its representatives to review Seller's books and records concerning compliance with a Purchase Order and Seller's overall financial condition, and Seller also shall provide Buyer with full and complete access to all such books and records for such purpose. Seller agrees that, if Seller experiences any delivery or operational problems, Buyer may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that, if Buyer provides to Seller any accommodations (financial or other, including providing designated representatives as set forth above) that are necessary for Seller to fulfill its obligations under a Purchase Order, Seller shall reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodations and shall grant a right of access to Buyer to use Seller's premises, machinery, equipment and other property necessary for the production of Equipment covered by such Purchase Order (and a lien to secure the access right) under an

access and security agreement. Additionally, Seller agrees to provide prompt written notice to Buyer of any impending or threatened insolvency of the Seller.

B. 买方要求时，卖方应提供其季度财务报表和/或年度财务报表副本。卖方应允许买方和其代表对卖方关于是否遵守所有《采购订单》和卖方整体财务状况的账簿和记录进行审查，且卖方还应向买方提供使用这些账簿和记录以进行审查所需的所有详细完整途径。卖方同意，如果卖方遭遇任何交付问题或操作问题，买方有权（但不是必须）指定一名代表在卖方对应的设施内现场对卖方的操作行为进行观察。卖方同意，如果买方向卖方提供了卖方为履行其《采购订单》中相关义务而所必须的安排的膳宿（涉及财政或其他，包括提供上文中所述的指定代表），卖方应补偿买方发生的与安排膳宿有关的所有支出，包括律师费用和其他专业费用，并应根据准入和担保协议允许买方使用卖方场所、机器、设备和生产本《采购订单》中所提及备件所需的其他财产。此外，卖方同意向买方提供及时的书面通知，书面通知内容涉及到卖方即将发生的资不抵债或可能面临的资不抵债状况等。

26. SELLER INSOLVENCY.

卖方资不抵债的情况。

Buyer may immediately terminate each Purchase Order without any liability of Buyer to Seller upon the occurrence of any of the following or any other similar or comparable event (each, a “Seller Insolvency”): (i) insolvency of Seller; (ii) Seller’s inability to promptly provide Buyer with adequate and reasonable assurance of Seller’s financial capability to perform timely any of Seller’s obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver or trustee for Seller; or (vi) execution of an assignment for the benefit of creditors of Seller. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including, but not limited to, all attorneys’ fees and other professional fees.

如果发生以下任何情况或其他类似情况或其他同等情况（每一种都是“卖方资不抵债”的情形），买方可立即终止《采购订单》，且无需向卖方承担任何责任：（i）卖方处于资不抵债的状况；（ii）卖方不能及时向买方提供充足合理的保证，证明

卖方有财务能力来及时履行《采购订单》下卖方的任何义务；（iii）卖方主动提交破产申请；（iv）其他非由卖方提出的卖方破产的申请；（v）为卖方任命破产管理人；或（vi）执行卖方财产的分配以实现卖方债权人的相关利益。卖方应赔偿买方因与卖方破产原因有关而产生的所有费用，包括但不限于所有的律师费和其他专业费用。

27. RIGHTS OF ENTRY, RECLAMATION, AND INSPECTION.

进入权、回收权以及检查权。

Buyer shall have the right to enter Seller's facility during normal business hours or, in the event of a Seller shutdown, at reasonable times, to inspect the facility, Equipment, materials and any property of Buyer covered by each Purchase Order and, without the necessity of a Purchase Order, may enter upon Seller's premises and remove property belonging to Buyer or any customer of Buyer, including, without limitation, Buyer's Property and other goods and inventory that has been or is agreed to be sold to Buyer under the Purchase Order. Buyer's inspection of the Equipment, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work in process or finished Equipment.

买方有权在正常营业时间内，或在卖方停工时，在合理的时间进入卖方场所，以检查设施、设备、材料以及每份《采购订单》所涵盖的任何买方财产，不需出示《采购订单》，也可进入卖方场地并转移属于买方或买方其他客户的财产，包括但不限于买方的财产和其他物品、库存或根据《采购订单》已售卖给买方或将售卖给买方的卖方财产。无论是在制造期间、在交付前或是交付后的其他合理时间内，买方的该等检查都不应被视为对任何在制品或已完成的设备的接受。

28. AUDIT RIGHTS.

审计权。

Buyer and its customers shall have the right at any reasonable time to examine all relevant documents, records, materials, tooling and equipment in the possession or under the control of Seller relating to any of Seller's obligations under this Purchase Order or any other

Purchase Order. Seller agrees to reasonably cooperate in any such audit request by the Buyer. Seller shall maintain all relevant books and records relating to a Purchase Order for a period of five years after delivery of the Equipment or completion of services hereunder.

买方和其客户有权在任何合理时间内检查卖方所拥有的或在其控制范围内与本《采购订单》或其他《采购订单》中卖方义务的有关的所有文件、记录、材料、工具和设备等。卖方同意在买方要求时会合理配合该类审计活动。在本文中提及的设备交付后或完成相关服务后的五年内，卖方应保存好所有与《采购订单》有关的账簿和记录。

29. TERMINATION FOR DEFAULT.

因违约而终止。

Buyer reserves the right to terminate immediately all or any part of each Purchase Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate the Purchase Order: (i) if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order, including, without limitation, Seller's warranties; (ii) if Seller fails to perform or deliver the Equipment as specified by Buyer; (iii) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of the Equipment; or (iv) if Buyer terminates for breach any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase Order (whether or not such other Purchase Order is related to the Purchase Order). In the event of a termination for default, Buyer shall be entitled to recover from Seller, among other things, all costs incurred by Buyer in purchasing substitute Equipment from an alternative supplier.

如果卖方有任何违约行为，买方保留立即终止各《采购订单》所有或部分内容的权力，且买方无需对卖方承担任何责任。除其它原因外，买方还可以根据以下原因终止《采购订单》：（i）如果卖方拒绝、违反或可能违反《采购订单》中有关条款，包括但不限于卖方的保证内容；（ii）如果卖方未能按照买方要求提供或交付相关设备；（iii）如果卖方未能向买方提供充足合理的保证，保证卖方有能力按时履行

本《采购订单》中卖方的任何义务，包括但不限于设备的交付；（iv）买方因为卖方违约而终止买方向卖方发出的其他《采购订单》而终止本《采购订单》，该等终止是根据所涉其它《采购订单》的条款做出的（无论所涉其它《采购订单》是否与本《采购订单》有关）。如果因违约而终止，除了其他责任赔偿外，买方还有权向卖方主张因其从其他替代供应商处采购替代设备所产生的有关费用。

30. TERMINATION FOR CHANGE OF CONTROL.

控制权变更终止。

In addition to its other remedies, Buyer may, at its option, terminate this Purchase Order without any liability to Seller, for a change of control of Seller. A change of control of Seller includes: (a) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of the Equipment, or the entrance into an agreement by Seller regarding the same; (b) the sale or exchange of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller), or the entrance into an agreement regarding the same; or (c) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller). Seller shall notify Buyer promptly in writing in the event of the earlier of (i) the entrance into an agreement, or (ii) the occurrence of an event described above in this Section. In the event of a termination pursuant to this Section 30, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.

对于卖方的控制权变更，除了其他补救措施外，买方可根据其意愿终止本《采购订单》而无需对卖方承担任何责任。卖方控制权变更包括：（a）出售、租赁或更换卖方用于生产设备所需资产的相当大的一部分，或者卖方就该等事宜签订协议；

（b）出售或变更卖方超过 20%的股份或其他所有者权益（或会导致卖方控制权变更的其他数量），或者就相同部分签订协议；或（c）举行投票活动或执行其他协议，为个人或实体提供卖方的控制权，或卖方超过 20%的股份或其他所有者权益（或会导致卖方控制权变更的其他数量）。卖方应在以下两种情况中更早的一种发

生时立即以书面形式通知买方：（i）签订协议，或（ii）发生了本部分上述事件。如根据第 30 部分内容终止，买方应至少在有效终止日前三十（30）天内向卖方提供书面通知。

31. TERMINATION FOR CONVENIENCE.

任意终止。

In addition to any other right of Buyer to terminate a Purchase Order, Buyer may at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller.

除了拥有可终止各《采购订单》的其他权利外，买方还可根据其意愿以任何原因为由向卖方发出书面通知来立即终止《采购订单》的任何部分或所有部分。

32. TERMINATION CLAIMS.

终止的索赔。

A. Upon receipt of notice of termination, Seller, unless otherwise directed in writing by Buyer, shall (i) terminate immediately all work under the Purchase Order; (ii) transfer title and deliver to Buyer the usable and merchantable finished Equipment, work in process, and raw materials/components that Seller produced or acquired in accordance with the Purchase Order and which Seller cannot use in producing equipment for itself or for others; (iii) settle all claims by subcontractors approved by Buyer on the face of a Purchase Order or Purchase Order amendment or in a Signed Writing, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (v) upon Buyer's request, cooperate with Buyer in effecting the resourcing of the Equipment covered by the Purchase Order to an alternative supplier designated by Buyer.

A. 在卖方收到终止通知后，除非买方另有其他书面规定，否则卖方应（i）立即终止《采购订单》项下的所有工作；（ii）向买方转移所有权，并交付卖方根据《采购订单》生产或获得且卖方无法用来为自己或他人生产产品的能使用的以及可售卖的设备成品、在制产品以及原材料/部件；（iii）解决买方根据《采购订单》、《采购订单》修订版或其他书面签署（如有）批准的分包商所提出的因处理该等终

止行为而导致的无法补偿的合理实际成本的所有索赔；（iv）采取合理必要措施保护好由卖方占有的买方享有利益的财产；以及（v）在买方要求时，卖方应配合买方，就《采购订单》所涵盖的设备给买方指定的替代供应商提供资源。

B. Upon termination of any Purchase Order by Buyer for change in control or for convenience, Buyer shall pay to Seller the following amounts without duplication: (i) the Purchase Order price for all finished and completed Equipment that conforms to the requirements of the Purchase Order and not previously paid for; (ii) Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components transferred to Buyer in accordance with subsection A hereof; (iii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Buyer on the face of a Purchase Order or Purchase Order amendment or in a Signed Writing in the absence of termination, and (iv) Seller's reasonable actual cost of carrying out its obligations under subsections A(iii) and A(iv).

B. 买方因控制权变更或因方便而终止任何《采购订单》后，买方应向卖方支付以下金额（不得重复）：（i）符合《采购订单》要求的所有成品和最终产品的价格应符合《采购订单》的要求中且是还未曾支付的部分；（ii）卖方根据本部分将生产中的能使用的可售卖的产品和原材料/部件转移给买方的实际合理支出；（iii）在没有终止的情况下，卖方处理买方根据《采购订单》、《采购订单》修订版或其他书面签署所批准的分包商就卖方本应承担的义务所提出的索赔的合理实际支出；以及（iv）卖方履行第 A(iv) 和 A(v)部分中规定的义务时所产生的所有实际合理支出。

C. Upon termination for default, Seller shall not be entitled to any further payments by Buyer.

C. 因违约导致的终止，买方无需对卖方承担任何支付责任。

D. Except as expressly set forth in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges (including, but not limited to, costs of riggers,

warehousing, premium manufacturing costs, loading of trucks or other standard business procedures related to transitioning production to an alternative supplier), or general and administrative burden charges resulting from termination of the Purchase Order or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon termination shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

D. 除本部分中明确规定外，买方无需承担责任或被要求就卖方或卖方分包商提出主张的任何其他损失或支出的索赔进行任何支付，不论该等损失或支出是预期利益的损失、未分配间接费用、索赔利益、产品开发和设计成本、设施和设备的重置成本或租赁成本、未摊销成本、辅助通道费用（包括但不限于索具费用、仓储费用、高端制造成本、卡车装载成本或与替代供应商生产转变有关的其他标准业务流程成本），或是其他因本《采购订单》或其他订单终止而导致的一般负担费用和管理负担费用。即便有相反的情况，在终止后，买方应对卖方承担的义务也不得超过在未终止时买方应必须对卖方承担的义务。

E. Within thirty (30) days after the effective date of termination for change in control or for convenience, Seller shall furnish to Buyer its termination claim, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in this Purchase Order. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

E. 在控制权变更或任意终止生效日后的三十（30）天内，卖方应向买方提出其终止要求，以及所有支持资料数据，这些资料数据其中应仅包括在《采购订单》中列出的买方对卖方的义务项目。在支付前、后，买方可审计卖方的相关记录，以验证卖方终止要求中所要求的金额。

33. TRANSITION OF SUPPLY.

供应转变。

Upon the termination of any Purchase Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of the Equipment to Buyer. Among other things, Seller agrees to take such actions as may be

reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including, without limitation the following: (a) Seller shall provide all notices necessary or desirable for Buyer to resource the Purchase Order to an alternative seller; (b) Seller shall provide to Buyer all tooling and any other property furnished by or belonging to Buyer or any of Buyer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted; (c) Buyer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for the Buyer's Property, and the location, time and date of the exit shall be mutually agreeable between the Buyer and Seller; and (d) Seller shall, at Buyer's option: (i) assign to Buyer any or all supply contracts or purchase orders for raw material or components relating to the Purchase Order; (ii) sell to Buyer, at Seller's cost any or all perishable tooling and Equipment inventory relating to the Purchase Order; and/or (iii) sell to Buyer any of Seller's property relating to the Purchase Order, at a price equal to the unamortized portion of the cost of such items less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items. The term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.

所有《采购订单》因任何原因而提前终止时，卖方同意会采取所有必要措施确保供应给买方的设备不会出现中断。除了其他事项外，卖方还同意在买方要求时采取买方合理要求的必要措施，以实现从卖方向替代卖方的卖家的转变，包括但不限于以下事项：（a）卖方应向买方提供买方将《采购订单》转移给替代卖方的卖家所必须的或最理想的通知；（b）卖方向买方提供所有由买方、买方客户提供的或属于他们的工具和其他财产，尽可能如同卖方收到它们时的良好状况，合理磨损除外；（c）买方和替代卖方保留加入并积极参与分割或拆分买方财产过程的权利，该等退出的具体地点、时间和日期等详情应由买方和卖方协商一致同意；以及（d）卖方应根据买方的选择（i）将有关《采购订单》的任何及所有原材料或部件供应合同、采购订单转让给买方；（ii）售卖给买方所有与《采购订单》有关的所有或部分易损坏工具和设备的库存，费用由卖方承担；和/或（iii）将与《采购订单》有关的卖方财产出售给买方，具体出售价格应等于该类财产未摊销部分减去买方先前支付

给卖方关于该类财产的金额。卖方应提供未摊销项目的原价的支持文件。术语“替代卖方”明确包括但不仅限于买方拥有的公司。

34. NO TERMINATION RIGHT BY SELLER.

卖方没有终止权利。

Seller has no right to terminate any Purchase Order without the written consent of Buyer. 未经买方书面同意前，卖方没有权利终止任何《采购订单》。

35. FORCE MAJEURE.

不可抗力。

A. Any delay or failure of either party to perform its obligations shall be excused to the extent such delay or failure it is caused by an extraordinary and unforeseeable event beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, disease, epidemic or pandemic, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within two (2) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase Equipment from other sources, without liability to Buyer, or cause Seller to provide the Equipment from other sources in quantities and at times requested by Buyer and at the price set forth in this Purchase Order. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Purchase Order, without liability. Additionally, Seller shall reimburse Buyer for any increase in price that Buyer is required to pay to a substitute supplier in order to obtain the Equipment.

A. 任何一方延期履行其义务或未能履行其义务的行为，在该等延期履行或未能履行是由于未履约方控制范围外且非未履约方的过错或疏忽的极端且不可预见的事件造成的范围内，比如天灾、火灾、洪水、暴风、疾病、流行病或疫情、爆炸、暴动、

自然灾害、战争和破坏行为等，那么该等延期履行或未能履行应被原谅。未履约一方应在发生该等延迟后的两（2）天内发出该类延迟履行义务的书面通知，内容应包括该等延迟的预计持续时间。在卖方延迟履行义务或未能履行义务期间，买方可自行决定从其他来源处购买所需设备且无需向卖方承担任何责任，或促使卖方根据买方所需量及时间要求以《采购订单》中的价格从其他来源处提供设备。如果买方要求，卖方应在获知该要求后的五（5）天内提供充分保证，保证该等延迟不会超过买方认为适当的期间。如果延迟持续超过买方规定的时间，或者卖方未能提供延迟将在该时间段内终止的充分保证，除其他补救措施外，买方可立即取消本《采购订单》且无需承担任何责任。此外，卖方应赔偿买方为获得所需设备被需要支付给替代供应商的多于《采购订单》价格的部分。

B. If a force majeure event continues for longer than five (5) calendar days, then Buyer, at its sole option, may terminate any Purchase Order affected thereby in whole or in part without any obligation or liability except that Buyer is still responsible for payment for the Equipment that has been delivered to and accepted by Buyer prior to Force Majeure notice receipt.

B. 如果不可抗力事件的持续时间超过了五（5）天，则买方可自行决定终止全部或部分受不可抗力事件影响的《采购订单》，无需承担任何义务或责任，但买方仍对在收到不可抗力通知前已经交付给买方并由买方接受的设备具有支付责任。

C. Seller acknowledges and agrees that the following will not excuse performance by Seller under theories of force majeure, commercial impracticability, frustration of purpose or otherwise and Seller expressly assumes these risks: (i) change in cost or availability of materials, components, transportation or services, supplier actions or contract disputes; (ii) failure of Seller's internal business systems related to the proper processing of date information that results in any defect or failure in products or services, deliveries, (iii) unprofitability or financial losses of Seller; or (iv) any other aspect of performance by Seller or its subcontractors.

C. 根据不可抗力、商业上不切实际、目的落空或其他理由，卖方承认并同意以下情况不会免除卖方应履行的责任，且卖方明确承担该等风险：（i）材料、部件、运输或服务、供应商行为或合同纠纷造成的成本或可用性的变化；（ii）卖方内部

有关日期信息正确处理业务系统出现故障，导致产品、服务或交付出现故障；

(iii) 卖方丧失盈利能力或遭受财务损失；以及 (iv) 卖方或其分包商在其他方面出现缺陷。

D. Seller further acknowledges that Seller is obligated, at its own expense, to undertake such measures as may be necessary to overcome or mitigate any delays or difficulties in performance, including, but not limited to, expediting shipments, utilizing overtime and/or additional shifts, and, if approved in writing by Buyer, use of an alternative manufacturing facility or source of supply.

D. 卖方进一步确认，卖方有义务自费采取可能必要的措施来克服或减少履约中的任何延迟或困难，包括但不限于加快发货，利用加班和/或增加轮班，以及，经买方书面同意后使用替代生产设施或供应渠道。

E. Buyer may cancel any Purchase Order at any time prior to delivery or performance if its business is interrupted for reasons beyond Buyer's reasonable control. Buyer shall give prompt notice of such cancellation to Seller.

E. 交付或履行其相关义务前的任何时间内，如果因买方合理可控范围外的原因导致其业务中断，买方有权取消《采购订单》。买方应立即通知卖方其取消决定。

36. REMEDIES FOR BREACH BY SELLER.

卖方违约的救济措施。

A. The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the generality of the foregoing, should any Supplies fail to conform to the warranties set forth herein, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any special, incidental and consequential damages caused by nonconforming Supplies, including, but not limited to, costs, expenses and losses incurred by Buyer (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Supplies; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions, and (iv) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Supplies. If requested by Buyer, Seller shall, without

charge to Buyer, administer and process warranty charge-backs for nonconforming Supplies in accordance with Buyer's directions.

A. 各《采购订单》中买方所保留的权利和补救措施应与法律或衡平法中所提及的所有其他补救措施或进一步措施共同累积。在不限制上述条款的一般性原则的前提下，如果任何供应品不满足在此所做出的保证，买方应向卖方发出通知，并且如果买方要求，卖方应补偿买方因不合格供应品所造成的任何特殊的、偶发的和间接的损失，包括但不限于买方在以下方面所产生的成本、费用和损失：(i) 在检查、拣选、测试、维修或更换上述不合格供应品的过程中所产生的；(ii) 因生产中断所产生的；(iii) 在采取补救措施过程中所产生的；及(iv) 对因上述不合格供应品所造成的人身伤害（包括死亡）或财产损失所做出的申索。如果买方要求，卖方应按照买方的指示，免费为买方管理和处理不合格供应品的保修退款。

B. Seller acknowledges and agrees that money damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Equipment to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach.

B. 卖方同意并承认金钱损失不足以弥补卖方在向买方交付设备方面的实际违约行为、预计违约行为或可能违约行为，以及买方可能会拥有的所有其他权利，买方有权采取特定履行措施，以及临时、初步、永久性的禁令或其他衡平法救济，以弥补该类违约行为造成的影响损失。

C. Seller also acknowledges and agrees that shutting down a customer's plant creates issues for which money damages are not a sufficient remedy. While the cost of a plant shutdown may easily generate substantial costs, the damages to Buyer's relationship with Buyer's customer through potential loss of business, and other damages which are equally difficult to calculate, are far worse. Because of these risks, in the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller, Buyer may, without notice to Seller, resource the production of Equipment from Seller to another supplier or dual source any of the Equipment covered hereby (i.e., have another

supplier produce or be prepared to produce Equipment being produced by Seller), to protect Buyer and its customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Buyer's customer, Buyer is justified in initiating and transferring business without prior notice to Seller.

C. 卖方还承认并同意对于客户工厂停机产生的问题，所造成的损失是不足以用金钱弥补的。尽管工厂停机的成本很容易产生巨额成本，但是通过潜在商业损失损害买方与买方客户间的关系及同样很难计算的其他损坏情况则更糟。由于具有这些风险，因此如果卖方违反了或威胁要违反任何陈述、保证或约定事项，买方可在不通知卖方的情况下，将设备的生产源从卖方外包给其他供应商或者在此提及的设备双来源（也就是由其他供应商生产或准备生产由卖方生产的设备），以保护买方和其客户的利益。业务转移的过程需要耗费大量时间，卖方也理解，考虑到潜在的停产风险，买方在业务开始以及转移时有正当理由，且无需提前通知卖方。

D. Notwithstanding anything to the contrary contained in any Purchase Order, Buyer does not release any claim against Seller that is based in whole or in part on any fraud or duress in connection with the Purchase Order or any breach or anticipatory breach of the Purchase Order or any other Purchase Order between Buyer and Seller (even if that Purchase Order relates to other products).

D. 即使存在与《采购订单》中所包含内容相反的内容，买方不豁免任何针对卖方的索赔，无论是基于全部或部分与《采购订单》相关的任何欺诈或胁迫，或对本《采购订单》或买方和卖方之间其它的《采购订单》的任何违约或预期违约（即使《采购订单》与其他产品有关）。

37. NO WAIVER.

非弃权。

A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clauses. The failure of the Buyer to insist upon the performance of any term or condition of this Purchase Order, or to exercise any

right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the exercise in the future of any such right.

买方对任何权利或补救措施的放弃都不能影响源自相同条款或类似条款的任何相关权利或补救措施。买方未能坚持履行本《采购订单》的相关条款或条件，或是行使有关权利的，并不能被理解为买方日后会放弃履行这些条款或条件或是行使这些权利。

38. RELATIONSHIP OF PARTIES.

各方关系。

Seller and Buyer are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party.

买卖双方是独立的合同方，因此在本《采购订单》下，不允许双方以任何目的为由成为另一方的代理人或法律代表，也不得授予任何一方代表另一方或以另一方的名义承担或创设任何义务的权利。

39. ASSIGNMENT.

分配。

This Purchase Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall effect a cancellation of this Purchase Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Purchase Order. Assignment shall not relieve Seller from its obligations of confidentiality under this Purchase Order. Buyer shall have the right to assign any benefit or obligation under this Purchase Order to any third party upon notice to Seller.

本《采购订单》是基于卖方独立履行规定的职责而向卖方发出的。卖方同意：未经买方书面同意，不会全部或部分分配本《采购订单》或委托任何第三方履行其具体职责。如果事先没有获得买方书面同意的话，任何任务分配或授权行为都会导致《采购订单》取消。所有经买方同意的任务分配也不得被视为是买方放弃从卖方处获得相应赔偿的权利，也不得被视为是买方放弃本《采购订单》引起的索赔权利。任务分配并不能豁免卖方应承担本《采购订单》所规定的保密义务。在向卖方发出通知后，买方有权根据本《采购订单》向任何第三方分配利益或指派义务。

40. LIMITATIONS ON BUYER'S LIABILITY.

买方责任限制

In no event shall Buyer be liable to Seller for anticipated profits or for special, incidental, or consequential damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from each Purchase Order, the Equipment or any other agreement between Buyer and Seller shall be a termination claim, as specified in Section 32 hereof.

任何情况下，买方都不会对卖方的预计利润负责，也不会对任何特殊、偶然或间接损失负责。卖方对各类索赔的责任或是对因各《采购订单》导致、设备或买卖双方间签订的协议或与此有关原因导致的各种损失、损坏所负有的责任应被认为是终止的索赔，如本文第 32 部分中有关规定。

41. CONSULTING.

咨询。

To the extent that this is a Purchase Order which includes services or consulting services, Seller hereby assigns to Buyer all rights, title and interest in and to any and all ideas, inventions, improvements, materials, copyrightable material, drawings, documents or the like, conceived or made by Seller as a result of or relating to work done or services performed for Buyer pursuant to this Purchase Order. Such assignment includes all proprietary rights appurtenant thereto, and Seller will execute any documents necessary to confirm such assignment.

在包括了相关服务或咨询服务的《采购订单》范围内，卖方特此将卖方构思或制作的任何和所有理念、发明、改善、材料、可受版权保护的材料、图纸、文件和类似资料的所有权利、所有权和利益转让给买方，这些是卖方根据本《采购订单》为买方完成的工作或提供的服务的结果或与之相关的结果。该类转让包括在此提及的所有专有权利，卖方将签署完成该类转让所需的任何文件。

42. SEVERABILITY.

可分割性。

If any term(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order shall remain in full force and effect.

根据相关法规、规定、条例、行政命令或其他法律规则等，如果本《采购订单》的某些条款失效或不能执行，则这些条款应被视为是经过修改或已删除的，根据具体情况而定，但仅限于在必须遵守这些法规、规定、条例或规则的范围之内，而《采购订单》的剩余条款仍全部有效。

43. NOTICES.

通知。

All notices, claims and other communications to Buyer required or permitted under the Purchase Order shall be made in writing and sent by certified or registered mail, return receipt requested and proper postage prepaid, or by a national recognized overnight delivery service, to the following address and shall be effective only upon receipt by Buyer in the form set forth in this Section 43:

根据《采购订单》中有关要求，所有需要的或经过许可批准的通知、索赔以及发给买方的其他通信文件等都应采用书面形式通过经认证或注册的挂号信寄送，并应有回执单且提前支付邮资，或通过国家认可的次日送达服务，邮寄到以下地址。这些通知索赔以及通信文件等仅在买方以第 43 部分中规定的形式收到后才开始生效。

Henniges Automotive Holdings, Inc.
2750 High Meadow Circle
Auburn Hills, Michigan 48326
Attn: General Counsel /收件人：法律总顾问

Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

卖方未能以《采购订单》规定的方式，在《采购订单》规定的期限内向买方提供任何通知、索赔或其他联络的，应视为卖方放弃在发出此类通知、索赔或其他联络时卖方本应享有的任何和所有的权利和补救措施。

44. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES.

电子通讯和电子签名。

Seller shall comply with any method of electronic communication specified by Buyer, including requirements for electronic funds transfer, Purchase Order transmission, electronic signature, and communication.

卖方应遵守买方规定的电子通讯方法，包括电子转账要求，《采购订单》传送要求、电子签名要求以及通讯要求等。

45. DATA SECURITY.

数据安全。

For purposes of this Section, "Buyer Data" means all data, content, material, confidential information and other information provided by Buyer to Seller or otherwise transmitted to Seller for use in connection with this Purchase Order. Seller will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Buyer Data that: (i) are at least equal to industry standards taking into

consideration the sensitivity of the relevant Buyer Data, and the nature and scope of the Equipment to be provided; (ii) are in accordance with Buyer's reasonable security requirements; (iii) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (iv) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Buyer Data. Without limiting the generality of the foregoing, Seller will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Seller systems or the information found therein without consent. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Buyer a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Buyer Data. Without limiting the generality of the foregoing, Seller is solely responsible for the integrity of its email, accounting, invoicing, accounts payable, accounts receivable, and other systems. In the event that any payment to Seller is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Buyer (and its end customer) shall have no further obligation to Seller for such payment. If Buyer (or its end customer) makes any payment to a third party that is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Seller shall reimburse Buyer (or its end customer) for the amount of such payment. The requirements of this Section shall apply regardless of whether Seller hosts the Buyer Data itself or through a third party hosting or cloud services provider.

本部分内容中，“买方数据”是指买方提供给卖方的所有数据、内容、资料、机密信息和其他信息，或以其他方式传递给卖方用于与本《采购订单》有关的信息。卖方应在所有获取、使用和存储买方数据等方面保证维护和执行信息和数据的隐私和安全程序：（i）至少应与考虑到相关买方数据的敏感性以及待提供设备的本质和范围在内的工业标准处于相同水平；（ii）符合买方合理安全要求；（iii）遵守所有适用的中国国家以及地方法律、法规、规则、决议和规则等以及所适用的外国的法律；以及（iv）提供合理适合的管理保障、技术保障以及物理保障等，以保护买方数据免遭意外或非法破坏、损失、变更或未授权的披露、获取或使用等。不限于

上述内容，卖方将采取所有合理措施来保证并防御其位置和设备遭遇任何可能未经授权的搜索，这些搜索的目的包括修改或获取卖方系统或未经授权获取有关信息。卖方将及时努力纠正这些安全违反行为或未经授权的获取行为，并通知买方发生这些安全违反行为的根本原因以及影响买方数据安全的违反问题或未经授权使用的未来事件的弥补计划。在不限制上述规定的一般适用性的前提下，卖方应单独负责其电子邮件、会计、发票、应付账款、应收账款及其他系统的完整性。如果支付给卖方的任何款项因未经授权的第三方进入卖方的系统而丢失或不当使用，买方（及其终端客户）将不再对卖方承担该等款项支付的进一步义务。如果买方（或其终端客户）向第三方支付的任何款项因未经授权的第三方进入卖方的系统而发生丢失或不当使用，卖方应向买方（或其终端客户）返还该等款项。无论卖方是否自行管理买方数据或通过第三方或云服务提供商管理买方数据，本部分要求都适用。

46. CHOICE OF LAW/JURISDICTION.

适用法律/司法管辖权

The construction, interpretation and performance of this Purchase Order and all transactions thereunder shall be governed by the law of the State of Michigan, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller consents to the exclusive jurisdiction of the appropriate state court in Oakland County, Michigan or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division, for any legal or equitable action or proceeding arising out of, or in connection with, this Purchase Order. Seller specifically waives any and all objections to venue in such courts.

不考虑法律冲突的原则，本《采购订单》及所有相关交易的制定、解释和履行应受密歇根州法律的管辖。明确排除《联合国国际货物销售公约》。卖方同意由密歇根州奥克兰县的相应州法院或美国密歇根州东区联邦法院的联邦法院(如果可以确立原始管辖权)对每个采购订单引起的或与之相关的任何法律或衡平法诉讼或程序拥有专属管辖权。卖方明确表示放弃对此类法院审判地点的任何和所有异议。