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**Diamond Power Machine (Hubei) Co., Inc.**  
**戴蒙德电力机械(湖北)有限公司**  
**General Terms and Conditions of Purchase (China)**  
**通用采购条款和条件（中国）**  
**(WR/74/01/08)**

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Diamond Power Machine (Hubei) Co., Inc. welcomes your company as our supplier and we look forward to a long and successful business relationship with you. Any purchase order and resulting purchases for equipment, materials, components, and/or services are conditioned on this General Terms and Conditions of Purchase (“**Terms and Conditions**”) set forth below.

戴蒙德电力机械（湖北）有限公司欢迎贵公司成为我们的供应商，并期望与贵公司建立长期的良好商业关系。任何采购订单和因之产生的设备、材料、元件和/或服务的采购都以下述通用采购条件和条款（“通用条款”）为条件。

## **1. DEFINITIONS**

### **定义**

“**Buyer**” shall mean DIAMOND POWER MACHINE (HUBEI) CO., INC..

“**买方**”指戴蒙德电力机械（湖北）有限公司。

“**Seller**” shall mean the person, firm, corporation or other entity who or which, as the case may be, would supply for the equipment, materials, components, and/or services pursuant to a purchase order and these Terms and Conditions.

“**卖方**”指任何愿意按照采购订单及本通用条款供应设备、材料、元件和/或服务的个人、公司、组织或其他机构。

“**Purchase Order**” means a purchase order, including all terms and conditions thereof and all specifications, drawings, models and samples furnished thereunder.

“**采购订单**”指某一采购订单，包括其所有条件和条款，以及依据其提供的所有规格、图纸、模型和样品。

“**Product**” means the equipment, materials, components, and/or services which is the subject of a Purchase Order.

“**产品**”指某一采购订单所涉及的设备、材料、元件和/或服务。

- 2. OFFER** – A Purchase Order is Buyer’s offer to Seller and does not constitute an acceptance by Buyer of any offer to sell, quotation or proposal from Seller. Any reference to such offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the Products contained therein to the extent that such description and specifications do not conflict with the description and specifications as provided in the Purchase Order.

**要约**—采购订单是买方发给卖方的要约，不构成买方对任何卖方销售要约、报价或建议的承诺。任何援引上述销售要约、报价或建议仅为合并其中有关产品的描述和规格，且以其不与采购订单中的描述和规格相冲突为限。

- 3. PURCHASE PROCESS** - When Buyer intends to purchase any Product from Seller, it will first submit a Purchase Order to Seller, which will clearly list the name, quantity and delivery date of the Product, as well as any related technical specifications. Seller can accept the Purchase Order by signing on it or by shipping the Products called for by the Purchase Order. A Purchase Order is valid for acceptance by Seller within sixty (60) days from the date of the Purchase Order unless otherwise stated in the Purchase Order. In the event that

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Seller accepts the Purchase Order by signing on it, Seller shall deliver the signed Purchase Order to Buyer in person or by prepaid post to the Buyer's address as set forth in the Purchase Order or to any other address stipulated by Buyer; or it may send the signed Purchase Order by fax to a number stipulated by Buyer. By acceptance of the Purchase Order Seller agrees to these Terms and Conditions contained herein.

**购买程序** - 当买方希望购买卖方的任何产品，买方会先向卖方发出采购订单，采购订单会明确列明产品的名称、数量、交货日期以及有关的技术规格。卖方可通过在采购订单上签字或者发运采购订单上要求的产品接受采购订单。除采购订单另予明确规定外，采购订单自其所载日期六十（60）天内有效。在卖方通过签字的方式接受采购订单的情况下，卖方应按采购订单上所载的买方地址或者买方另行指定的地址，将采购订单以邮资预付的方式邮寄或亲自交付给买方，也可以按买方指定的号码传真给买方。采购订单一经卖方确认接受，卖方即同意本通用条款。

- 4. PREVAILING TERMS** – This Purchase Order, together with these Terms and Conditions, constitute the entire agreement of the parties and supersedes all previous verbal or written representations, agreements and conditions. These Terms and Conditions shall govern a Purchase Order and any resulting purchase. Any additional or different terms or conditions submitted by Seller shall be deemed objected to by Buyer and shall be of no effect nor in any circumstance binding upon Buyer unless accepted by Buyer in writing. If Seller objects to any of these Terms and Conditions, said objection must be specifically brought to the attention of Buyer by Seller by a written instrument separate from any quotation, or other printed form of Seller. Said objections shall be deemed proposals for additional or different terms and conditions and may be accepted only in writing executed by an authorized representative of Buyer.

**主导条款** – 本订单连同本通用条款构成了双方之间的全部约定，取代了所有以前口头或书面的陈述、某约定和条件。采购订单及其发生的相关采购受本通用条款的约束。除非买方书面接受，卖方提出的任何额外或不同条款应视为被买方拒绝且不具有任何效力，并在任何情况下对买方不具有约束力。如果卖方反对本通用条款的任一部分，卖方必须通过卖方报价单或其他印制表格外的书面文本将该等反对意见专门提请买方注意。卖方的此等反对意见应视为额外或不同条款和条件的建议，可仅经买方的授权代表书面签字同意方可被接受。

- 5. DELIVERY** – Time is of the essence of this Purchase Order. Should Seller fail to deliver the Product called for by a Purchase Order by the delivery date specified in the Purchase Order, Buyer may terminate the Purchase Order, in whole or in part, and may buy elsewhere and charge Seller any additional expense incurred thereby. Seller is obliged to notify Buyer in writing of any delay or anticipated delay immediately upon Seller's awareness of the event causing such delay or anticipated delay.

**交货** – 本订单的时间至关重要。如在采购订单规定的交货时间后，卖方仍未能交付采购订单项下的产品，买方可以全部或部分终止采购订单，且可以从别处采购并要求卖方赔偿因之产生的额外费用。卖方有义务在其知悉造成延迟交付或预期延迟交付的事件后立即书面通知买方该等延迟或预期延迟。

In the event of a late delivery, Buyer may require, and Seller agrees to pay the amount equivalent to 3.5% of the total price for the Product under the Purchase Order as liquidated damages for each week or part thereof that delivery is late. No liquidated damages shall be charged if the delay is less than seven (7) days.

如有上述迟延交付的情况发生，买方可要求且卖方同意支付违约金，每延迟一周的违约金相当于采购订单总价的百分之三点五（3.5%）或者延迟交付部分价格的百分之三点五（3.5%）。迟延不超过七（7）天则无需支付迟延违约金。

Unless otherwise agreed, Seller will be responsible for transportation of the Products and all the necessary costs and expenses incurred in connection with transportation. Unless otherwise instructed, the entire Product called for by the Purchase Order shall be delivered by Seller to Buyers' address set forth in the Purchase Order.

除非双方另外同意，卖方应当负责产品的运输并承担与运输有关的成本和费用。除非双方另有指示，卖方应当将采购订单项下的产品交付至在买方在采购订单上所列的地址。

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6. **INSPECTION AND ACCEPTANCE** - The Products furnished under a Purchase Order may, at any time prior to acceptance by Buyer, be rejected for defects revealed by inspection or analysis. Inspection by Buyer shall not relieve the Seller from any responsibility regarding defects or other failures to meet the requirements of the Purchase Order.

**验收** - 采购订单项下的产品可在买方接受之前随时因检验分析发现的瑕疵被拒绝接受。买方检验不能免除卖方就产品瑕疵和其他不符采购订单要求产生的责任。

Acceptance of the Products provided hereunder shall occur as soon as practicable after delivery of same to the place and in the manner specified in the Purchase Order. When the results of inspection and testing satisfy Buyer that the Product is completed in accordance with the requirements of the Purchase Order, Buyer shall notify Seller in writing of the completion of inspection and acceptance, upon receipt of which Seller shall issue the invoice to Buyer. Acceptance by Buyer shall not relieve the Seller from any responsibility regarding defects or other failures to meet the requirements of the Purchase Order.

买方应当在采购订单项下的产品依约交付之后尽快接受。如检验测试结果证明产品符合买方在采购订单中规定的要求，买方应当书面通知卖方验收完成。卖方收到买方关于验收完成的通知之后应当向买方出具发票。买方的接受不能免除卖方就产品瑕疵和其他不符采购订单要求产生的责任。

7. **PRICE AND PAYMENT TERMS** - The price for any Product shall be the price specified in a Purchase Order. Unless otherwise indicated in the Purchase Order, value added tax is included. Payment for all orders will be made within sixty (60) days from the date of Buyer's receipt of invoice. Payment will be made through T/T.

**价格与付款条件** - 任何产品的价格应以采购订单为准。除采购订单另有说明外，产品价格含增值税。所有采购订单的付款将在买方收到发票之日起六十(60)天内完成。以电汇方式支付。

8. **PASSAGE OF TITLE AND RISK** - THE TITLE SHALL PASS TO BUYER UPON DELIVERY OF THE PRODUCT UNLESS OTHERWISE PROVIDED IN A PURCHASE ORDER OR BY LAW. ALL RISK OF LOSS OR DAMAGE TO THE PRODUCT SHALL PASS TO BUYER AT THE SAME TIME THAT TITLE PASSES TO BUYER UNLESS OTHERWISE PROVIDED IN THE PURCHASE ORDER OR BY LAW.

**所有权及风险转移** - 除非采购订单另有约定或法律另有规定，产品所有权自产品交付时转移至买方。除采购订单另有约定或法律另有规定，产品灭失的风险与产品所有权同时转移至买方。

9. **WARRANTY** - Seller expressly warrants that all the Products to be supplied (a) shall be new, (b) shall conform to the specification, drawings, designs, samples or other description upon which a Purchase Order is based, (c) shall be fit and sufficient for the purpose intended, merchantable, of good quality material and workmanship, (d) shall be free from defect in the design, material and workmanship, and (e) shall give proper and continuous service under all conditions of service required by, specified in or which may be reasonably inferred from the Purchase Order.

**质保** - 卖方明示保证所供货物：(a) 应为新的；(b) 应符合买方提供的基于采购订单的规格、图纸、设计、样品或其它说明；(c) 应适用于并能够实现预期目的，可销售，材料和工艺质量良好；(d) 在设计、材料和工艺上计应不存在任何缺陷；及(e) 应按照采购订单要求、规定或者合理推断下的所有服务条件下给予适当及持续服务。

Seller agrees to correct or replace promptly and without expense to Buyer any supplies, materials, labor and services not conforming to the foregoing requirements when notified by Buyer thereof during a period of eighteen (18) months after acceptance thereof. In the event of failure by Seller to correct defects in or replace non-conforming Product promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Product and charge Seller for the costs incurred by Buyer thereby. Supplies, materials, labor and services which have been rejected shall not thereafter be tendered for acceptance unless the former rejections and correction is identified and such repaired and replacement supplies, materials, labor and services shall be subject to the provisions of this Article to the same extent as the original supplies, materials, labor and services. The remedies herein provided are cumulative and not exclusive.

在收到买方在其接受货物后的十八（18）个月的期间内发出的通知后，卖方同意及时免费纠正或调换不符合前述要求的任何供货、材料、劳务和服务。如卖方未及时纠正或调换不符产品，买方在合理通知卖

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方可自行纠正或调换产品，并向卖方收取因此产生的成本。只有在以前的拒收及修正被验明，拒收的供货、材料、劳务和服务才能被接受。该修正或替换的供货、材料、劳务和服务应如同原始的供货、材料、劳务和服务遵守本条规定。

Inspection, test acceptance or use of the Product furnished under the Purchase Order shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test acceptance and use.

对采购订单项下的产品进行检验、测试接收或使用不影响卖方依据本质保条款所应承担的义务，且该质保义务在检验，测试接受及使用之后依然存在。

This warranty shall run to Buyer, its successor, assigns and customers and the user of the Products.

该质保义务应涵盖买方、其继任者、其受让人及其客户和产品的使用者。。

- 10. TERMS OF RETENTION** – If so indicated in a Purchase Order, a 10% of the total order sum may be held as retention. After one year (1) upon the shipment date of the Product (to a third party carrier or to Buyer or its representative, at the location specified in the Purchase Order) if there is no warranty issue as agreed by both parties, the retention shall be paid within sixty (60) days. The payment shall be made through T/T.

**质保金** – 如果采购订单中有约定，订单总额的百分之十（10%）将作为质保金予以保留。在产品交予运输（在采购订单指定的场所交付至第三方承运人、买方或买方代表）的壹（1）年后，如果双方同意没有质保问题，质保金必须在上述日期到期后的六十（60）天内支付。支付方式应为电汇方式。

- 11. FORCE MAJEURE** - Buyer shall not be responsible for any damage, increased costs or loss which Seller may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of these Terms and Conditions if such failure or delay arises out of an event, which is beyond the reasonable control of Buyer, as a result of which Buyer is unable to perform its obligations hereunder. Such event may include, but are not limited to, acts of God, or of the public enemy; acts of the government; acts, failure to act, or delays in acting on the part of Seller; fires; floods; epidemics; quarantine restrictions; strikes; labor shortages; disputes or disruptions; freight embargoes; lack of or inability to obtain materials, equipment or supplies; riots; civil disorders; thefts; accidents; delays in obtaining licenses; transportation delays or interruptions; major equipment breakdown; fuel or energy shortages; interruptions or allocations by government; unusually severe weather; or any other cause, whether similar or dissimilar to those enumerated above. In every case, the time for Buyer's performance shall be extended by a period of time equal to the time lost by reason of such event or events. In addition, with respect to acts, failures to act, or delays in acting on the part of the Seller or other delays attributable to Seller, the Product prices shall be adjusted to take into account any increased direct and indirect costs incurred by Buyer by reason of such delay, plus a reasonable profit thereon.

**不可抗力** -如发生不受买方合理控制的、导致买方不能履行其在本通用条款项下义务的事件，买方无需对卖方因此等履行不能或迟延履行而遭受的损害、增加的成本或损失负责，而此等履行不能或迟延履行亦不视作对本通用条款的违约。这些事件，包括但不限于，不可抗力、公敌行为、政府行为、法案、卖方的作为、不作为或者延误、火灾、洪水、瘟疫、检疫隔离、罢工、劳工短缺、纷争或分裂、禁运、材料、设备或补给的短缺或取得困难、骚动、内乱、盗窃、事故、执照取得延误、运输延误或者中止、主要设备故障、燃料或能源短缺、中断或政府配置、异常的恶劣气候或者其他与前述之列举类似或非类似的事件。在任何情况下，买方履约的时间应得到与此类事件造成延误的时间相同长度的延长。此外，就卖方的作为、不作为或者延误，或其它归咎于卖方的延误，产品的价款将根据买方直接和间接承担的成本及其合理利润进行调整。

- 12. CHANGES** - Buyer may at any time, by written purchase order revision, make changes to the schedule and in the scope of work to be provided hereunder including, but not limited to, changes to drawings and specifications as deemed necessary by Buyer. If such change will affect the price or delivery date for such Product, Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. All claims by Seller for adjustment under this paragraph must be asserted within twenty (20) days from the date the change is ordered by Buyer. Seller shall not suspend performance of a Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments and, upon release in writing by Buyer, Seller shall comply with and perform such changes in accordance with the terms of this Purchase Order during such time. Changes to the work by Seller shall be made only with the

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prior written authorization of Buyer. No other changes, modification, alteration or waiver of or to the provisions of this Purchase Order shall be effective unless made or accepted in writing by an authorized representative of Buyer.

**变更** – 买方可随时通过书面的采购订单修订文本，视其需要变更采购订单规定的工作进度和范围，且不限于变更图纸、规格。如果上述变更会影响产品的价格或交付日期，买方和卖方应当共同协商以书面形式达成一致，公平调整价格和/或交付日期以使上述变更生效。卖方须在买方指令变更之日起二十（20）天内依据本通用条款做出的调整请求。卖方不应在买卖双方进行变更及相关调整的过程中中止履行采购订单，一经买方发出书面请求，卖方应当依据采购订单中的条款遵从并履行上述变更。仅当买方书面授权，卖方可变更工作。除非买方授权代表以书面形式做出或同意，任何有关采购订单条款的变更、更改、修改或放弃均为无效。

- 13. TERMINATION AND SUSPENSION** – Buyer may at any time terminate or suspend performance of a Purchase Order in whole or in part for its convenience upon written notice to Seller. Upon termination, Seller shall be entitled to reasonable termination charges consisting of a percentage of the price of the Purchase Order reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination. Upon receipt of notice of termination or suspension, Seller shall immediately discontinue work, and mitigate its costs resulting from such termination, if any. As full compensation for suspension, Seller shall be reimbursed for costs reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work. IN NO EVENT, SHALL SELLER BE ENTITLED TO LOST OPPORTUNITY COSTS OR ANTICIPATED PROFITS AS A RESULT OF TERMINATION OR SUSPENSION AND IN NO EVENT SHALL TERMINATION OR SUSPENSION CHARGES EXCEED THE AMOUNT OF THIS PURCHASE ORDER.

**终止及中止** – 如买方认为适当,可以随时书面通知卖方部分或全部终止或中止履行采购订单。卖方有权获取合理的终止赔偿,包括终止前已履行的部分工作的订单价格,及因终止造成的实际直接损失。在收到终止或中止通知后,卖方应立即停止工作,并减少该等终止产生的成本(如有)。有关中止的全部赔偿,卖方应当获取所有因中止工作直接产生的合理费用,但不应重复计算赔偿项目。**在任何情况下,卖方无权就终止或中止造成的机会成本或预期利润的损失要求赔偿,且因终止或中止造成的赔偿费用不应超过采购订单的价格。**

- 14. PATENTS** – Seller agrees, at its own expense, to defend any suit or action against Buyer or against those selling or using the Product covered by a Purchase Order for alleged infringement of patent or invention rights arising from the sale or use of such Product and to indemnify and save Buyer harmless from any damages liabilities, claims, losses and expenses (including attorney's fees) paid or incurred in connection with any such suit or action, whether against Buyer or against those selling or using the Products covered by the Purchase Order.

**专利** – 如因销售或使用产品涉嫌侵犯专利、发明权利,卖方同意并承担相关费用,向买方、其他销售或使用采购订单所涵盖的产品的人提供辩护,赔偿并使其免受任何因上述诉讼产生的损害、责任、索赔、损失及费用(包括律师费),无论该诉讼是针对买方还是其他销售或使用该产品的人;

In case the Product or any part thereof, is held in such claim to constitute an infringement and its use is enjoined, Seller shall, at its own expense, either procure for Buyer the right to continue using said Product; or replace same with non-infringing Product; or modify it so it becomes non-infringing; or remove said Product and refund the purchase price thereof.

如果产品或其任一部分在该等索赔中被认定为构成侵权并被禁止使用,卖方可以自担费用,为买方取得使用该等产品的权利,用非侵权的产品替换构成侵权的产品,或者对其进行改装使其不再侵权,或者收回产品并退还相应款项。

- 15. TECHNOLOGICAL OWNERSHIP** - The specifications, drawings, designs, manufacturing data and other information transmitted to Seller by Buyer in connection with the performance of a Purchase Order are the proprietary rights of the Buyer and are disclosed in strict confidence on the condition that they are not to be disclosed or transmitted to others in any form directly or indirectly, or reproduced, copied or used for any purpose detrimental to the interest of Buyer. In particular, Seller agrees that Buyer has, without any cost, the right and interest in any invention, improvement or other technology development, whether or not patentable,

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which is conceived or reduced to practice in the performance of this Purchase Order or any work thereunder by Seller or any person working under Buyer's direction.

**技术所有权** - 买方传递给卖方的、与履行采购订单有关的规格、图纸、设计、制造数据及其它信息是买方的专属权利，并且该等信息的披露以卖方严守秘密为前提，上述信息不得以任何形式直接或间接披露或传播给其他人，不应被复制、模仿或用于损害买方利益之目的。特别地，卖方或者在卖方指导之下的工作人员，在履行采购订单或与其相关的任何工作中，可能会产生或具体化一些发明、改进或其他技术成果，对于该等成果，无论是否可以获得专利，买方都将获得该等成果的全部权利和利益并且不需要就此向卖方支付任何费用。

16. **NON-WAIVER** - The failure or delay of Buyer to insist upon strict compliance performance of Seller of any Terms and Conditions hereof, to exercise any rights or remedies provided herein or by law, shall not release Seller from any of the obligations of these Terms and Conditions and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies.

**非自动弃权** - 如果买方没有或者没有及时要求卖方严格执行本通用条款，或者买方没有或没有及时行使或运用本通用条款或法律所赋予的权利或救济方式，所有该等买方行为都不得解除本通用条款所规定的卖方所应负的责任，也不得被视为买方放弃其坚持严格履行本通用条款的权利，或放弃本通用条款和法律所赋予的权利或救济方式。

17. **SUBCONTRACTING/ASSIGNMENT** – Seller shall not sell, assign, transfer, sublet or subcontract the work, the purchase order, or any part thereof or interest therein, or any proceeds therefrom, without the prior written consent of Buyer: and any such sale, assignment, transfer, subletting or subcontracting without such consent of Buyer shall be null and void. The purchase of raw material and tooling necessary for the manufacture of items or performance of labor and services under this order is excluded from the provisions of this Article.

**分包/转让** – 未经买方的事先同意，卖方不得出售、转让、转移、分租或分包工作、订单或其任何部分、任何其中利益、由其产生的收益。如有，则属无效和作废。本采购订单下生产物料或履行劳务和服务所需采购的原材料和工具不在本条规定之内。

18. **LIMITATIONS OF LIABILITY** - Buyer's aggregate liability arising out of or in connection with each Purchase Order and any resulting purchase of Product shall in no event exceed the amount of the Purchase Order. Buyer shall not be liable for any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether brought in contract, tort, strict liability or any other legal theory.

**责任范围** – 就每一订单和其产生的采购引起的或与之有关的买方责任累计决不超过订单金额。买方对不论是按合同、侵权责任、严格责任或其他法学理论提起的任何特别的、超出实际损失的、惩罚性的、间接的、附带的或从属性的损害赔偿均不承担责任。

19. **[NOT USED.]** 不适用

20. **INDEMNITY AND INSURANCE** – Seller shall defend, hold harmless, and indemnify Buyer and Buyer's customer, and their respective officers, directors, employees, agents and affiliates from and against any and all damages, liabilities, claims, losses and expense (including attorney's fees) arising out of, or resulting in any way from, any defect in the Product purchased or from any act or omission of, or any breach of the Terms and Conditions contained herein by, Seller, its agents, employees or sub-contractors.

**赔偿与保险** – 卖方应当向买方及买方的客户、其有关高级管理人员、董事、员工、代理人及关联人士就因采购的产品的任何缺陷或卖方、其代理人、雇员或承包商违反本通用条款产生或导致的任何及全部损害、责任、索赔、损失及费用（包括律师费）提供辩护、使其免受损害并予以赔偿。

Seller shall secure and maintain such insurance as will adequately protect Buyer and Buyer's customer from and against such damages, liabilities, claims, losses and expenses (including attorneys' fees) provided in the preceding paragraph. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the area or areas in which Seller's operations take place. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

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卖方应当购买并保持其保险，使买方及其客户在出现前款所述的损害、责任、索赔、损失及费用（包括律师费）的情况下得到充分保护。卖方还应购买并保持卖方经营所在地类似规模和类似业务的公司通常购买并保持的其他种类和保额的保险。卖方同意当买方有所请求之时提交能够证明上述保险的材料。

**21. BUSINESS PRACTICES** – Seller acknowledges receipt of a copy of the Buyer’s Code of Business Conduct, and Seller represents and warrants that it will adhere to the standards outlined in Buyer’s Code of Business Conduct in its relations with Buyer and in all of Seller’s activities in connection with this Purchase Order.

Seller acknowledges, and agrees to comply with, Buyer’s commitment that all business activities be conducted ethically, with integrity, and in full compliance with both the letter and the spirit of the laws and regulations applicable to those activities. This commitment applies, but is not limited, to the award of contracts/subcontracts on an impartial/competitive basis, personal business conduct, internal control systems, the giving/receiving of gifts, and correct documentation and registration of financial accounts. No employee of Buyer is authorized to ask Seller to operate on Buyer’s behalf in an illegal manner or in contrast with Buyer’s business-conduct policies. Should Seller ever receive, directly or indirectly from any Buyer representative, a request that Seller believes is contrary to the provisions of this clause, Seller shall immediately notify Buyer’s local General Manager.

**商业行为守则** – 卖方承认已收悉买方的商业行为守则，且卖方陈述并保证其在[处理]与买方关系及与本采购订单有关的行为中将遵守买方商业行为守则列出的标准。

卖方承认且同意遵守“买方有关其所有商业活动均符合道德准则，诚实信用，且符合法律法规要求”的承诺。该承诺适用于，且不限于，在公平竞争的基础之上订立合同、转包合同、个人商业行为、内控体系、收受礼品及正确记录、登记财务账目。买方的任何员工无权要求卖方以买方名义非法运作或与买方商业守则相左的方式运作。如果卖方曾经直接或间接从任何买方代表处收到卖方认为与本款规定相左的请求，卖方应当立即通知买方的当地总经理。

Seller represents and warrants that it is familiar with the *Law of the People’s Republic of China on Anti-Unfair Competition* (“**Anti-Unfair Competition Law**”), the *Criminal Law of the People’s Republic of China* (“**Criminal Law**”), the *United States Foreign Corrupt Practices Act, as amended*, (“the **FCPA**”), and U.K. Bribery Act 2010. Seller further represents that, in particular, it is familiar with the prohibitions of the Anti-Unfair Competition Law, Criminal Law and FCPA against paying or giving anything of value, either directly or indirectly, to officials, candidates or political parties for the purpose of securing any improper advantage for a company, including assisting a company in obtaining or retaining business.

卖方承诺与保证其熟悉《中华人民共和国反不正当竞争法》（“《**反不正当竞争法**》”）、《中华人民共和国刑法》（“《**刑法**》”）以及《美国海外反腐败法案》（“《**海外反腐败法**》”）和《英国反贿赂法2010》的有关要求。卖方进一步承诺，其特别熟悉《反不正当竞争法》、《刑法》及《海外反腐败法》的有关禁止规定：不得为公司获取不正当利益（包括协助公司获取或保留业务）之目的直接或间接向官员、候选人或政党支付、赠送任何有价值的物品。

Seller shall not make any offer, payment, promise to pay, gift, or promise to give monies or anything of value; nor authorize any such offer, payment, promise to pay, gift, or promise to give by anyone acting for or on behalf of Seller or Buyer; to any government official, any political party or official thereof, any candidate for political office, any official of a public international organization, or any other person that is contrary to the provisions of the Anti-Unfair Competition Law, Criminal Law and FCPA, as amended.

卖方不应当做出任何要约、支付任何报酬、承诺支付报酬、赠与任何礼品或许诺支付钱款或任何有价值的物品；卖方亦不应当授权任何人代表或以卖方或买方的名义，向任何政府官员、政党或其官员、任何政府部门的候选人、任何国际组织的官员，或任何其他人士，做出任何上述要约、支付任何上述报酬，承诺支付报酬、赠与任何礼品或许诺支付，违反《反不正当竞争法》、《刑法》和《海外反腐败法》及其修订的规定。

Seller acknowledges that the representations and warranties provided in this clause are material to Buyer’s award of a Purchase Order to Seller. Buyer may terminate the Purchase Order at any time, without any liability or obligations to Seller, if Buyer believes, in good faith, that Seller has violated any provisions of this clause. Any action by Seller which would or might constitute a violation of the Anti-Unfair Competition Law,

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Criminal Law or FCPA, as amended, or a request for such action from or by a representative of Seller shall result in immediate termination of the Purchase Order without further liability or obligation of Buyer.

卖方承诺本条中的承诺与保证对于买方给予卖方采购订单具有实质意义。如果买方基于诚信原则确认卖方违反本条的任何规定，买方可以在任何时候终止采购订单，且不对卖方承担任何责任或义务。如果卖方的任何行为将或可能构成对《反不正当竞争法》、《刑法》或《海外反腐败法》及其等修订的违反，或任何卖方代表请求本条上述行为，则采购订单立即终止，且买方不承担进一步责任或义务。

- 22. GOVERNING LAW** –These Terms and Conditions, any Purchase Order and resulting purchase shall be governed by all applicable laws, regulations and legal principles of the People’s Republic of China.

**适用法律** -本通用条款、任何采购订单及以由其产生的采购适用中华人民共和国所有适用的法律、法规和法律原则。

- 23. SETTLEMENT OF DISPUTE** - Dispute arising in the performance of these Terms and Conditions and any Purchase Order shall be resolved by the parties through friendly consultation. Otherwise, it shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for arbitration which shall be conducted in accordance with the commission’s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

**争议解决** -在执行本通用条款及任何采购订单和过程中发生的纠纷应由双方友好协商解决。协商不成，争议应提交中国国际经济贸易仲裁委员会上海分会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

- 24. SEVERABILITY** - If any provisions of these Terms and Conditions shall be held completely or partially invalid or unenforceable, then the respective terms or conditions shall, to the extent of such invalidity or unenforceability, be deemed to be severed from these Terms and Conditions and the remaining shall not be influenced.

**可分割性** - 如果本通用条款之中的任何部分被认定为全部或部分无效或不可执行，则该等条款条件中无效或者不可执行的内容将被视作从本通用条款中分离出去，本通用条款的其余部分不应受影响。

- 25. LANGUAGE** - These Terms and Conditions and any Purchase Order are written both in the Chinese and English language, and both texts are equally authentic.

**语言** -本通用条款及任何采购订单以中、英两种语言书写，两种文本效力相等。