

TERMS AND CONDITIONS OF PURCHASE ORDER

采购订单条款与条件

1. AGREEMENT & ACCEPTANCE - This purchase order represents the entire Agreement of the parties. All of the terms and conditions set forth hereof are an integral part of the order, supersede any contrary provisions in Seller/Supplier's quotation form or proposal and may not be varied or modified in any manner, except by a subsequent writing signed by an authorized representative of Buyer. Seller/Supplier's written acceptance of this purchase order, shipment of the goods or any portion thereof, the commencement of any work, or the performance of any services hereunder shall constitute acceptance by Seller/Supplier of all conditions contained herein.

Acceptance of all or any part of the goods shall not be deemed to be a waiver of the Buyer's right to cancel this Agreement or return all or any part of the goods due to their failure to conform hereto, the discovery of latent or patent defects, or Seller/Supplier's breach of warranty.

协议与接受 - 本订单代表当事人的整个协议。在此的所有条款与条件是订单不分割的组成部分，取代卖方/服务提供方报价单或提议的任何相反规定而且除非有买方被授权代表其签署的书面文件，不得已任何方式改变或修改。卖方/服务提供方/服务提供商对本订单、订单项下货物或其任何部分的装船及开始任何工作或实施任何服务的接受组成卖方/服务提供方对包含在此的所有条款的接受。

接受全部或任何部分的货物将不被视为买方放弃因货物不符合规格、有潜在或明显的瑕疵或卖方/服务提供方违反保证而取消本协议或退回全部或部分货物的权利。

2. PRICE PROTECTION - The goods/services stated herein will be furnished at the price set forth on the reverse side hereof. If the price is omitted, it is agreed that Seller/Supplier's price shall be the lowest prevailing market price. Unless expressly provided in this purchase order, deliveries shall be made without charge for boxing, crating, carting, or storage and the contract price shall include all applicable federal, state, and local taxes, and all tooling and transportation charges.

价格保护 - 货物/服务将以所附列明的价格提供。如果价格遗漏，双方同意卖方/服务提供方的价格将是最低的现行市价。除非在本订单中明确规定，货物将以不收取包装、装箱或存储费用被交付而且合同价格包括全部适用的国家和地方税收以及工具作业及运输费用。

3. PRICE REDUCTION, DISCOUNTS - Notwithstanding the prices set forth on the reverse side hereof, Buyer shall receive the benefit of any general reduction in the price or prices of goods/services ordered hereby, which may be made by the Seller/Supplier at any time prior to the last delivery of goods/services covered by this Purchase Order. If the Seller/Supplier's established price for any item upon the date of delivery shall be lower than the price shown on this order, then the buyer shall have the benefit of such lower price. The Buyer shall also receive the full benefit of all discounts, premiums, and other favorable terms of payment customarily offered by the Seller/Supplier to its customer.

降价、折扣 - 尽管价格已列明，买方享受本订单最后一笔货物/服务交付前卖方/服务提供方的一般性降价或对订单货物的降价。如果至交货日卖方/服务提供方以确定的任何项目的价格低于本订单的价格，那么买方享受这样的低价。买方也享受卖方/服务提供方常规向其他客户提供的折扣、赠送和其他有利付款条件。

4. CASH DISCOUNTS - In the event that Buyer is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correct invoice, whichever is earlier. If an adjustment is necessary due to damaged goods/services, the cash discount period shall commence on the date final approval for payment is authorized.

现金折扣 - 在买方有权享受现金折扣的情况下，现金折扣计算期自交付之日或收到正确发票，以二者中早到者为准，之日开始。如果因货损/服务必须进行调，现金折扣其期将于付款的最终批准之日开始计算。

5. SHIPPING INSTRUCTIONS - Title and risk of loss with respect to the goods specified herein shall remain in the Seller/Supplier until such goods, in a completed state, have been delivered, inspected, and accepted by the Buyer at the location specified on the reverse side hereof. Goods shall be shipped F. O. B. destination unless otherwise expressly specified or agreed to in writing by the Buyer. A packing slip shall accompany each shipment. If no such slip is forwarded, Buyer's count or weight shall be conclusive.

Cost of return shipments shall be borne by Seller/Supplier with title and risk of loss passing to Seller/Supplier upon delivery to a carrier at Buyer's plant unless otherwise agreed to in writing by the parties. The Buyer shall have the right to select the carrier and/or the method of transportation to be used in shipping any returned goods.

装运指示 - 订单中的货物在规定的地点以完整的状态地被交付、被买方检验和接收前，所有权和灭失风险归卖方/服务提供方。除非有其他明确规定或买方书面同意，货物将以C.I.F. 条款交付。每一转船应配有包装卡片。如无此卡片，买方的点数和称重将是结论性的。

除非当事人另有书面约定，自退运货物于买方工厂交付给承运人起所有权和灭失风险转移到卖方/服务提供方且卖方/服务提供方承担退运成本、对所退运的货物买方有权选择承运人和/或运输方式。

6. DELIVERY - Time of delivery or rendering of services is of the essence. Delivery shall be during regular business hours and in such lots as Buyer may specify unless otherwise expressly stated herein Buyer reserves the right to refuse or return any goods/services and to cancel all or any part of a shipment which does not conform to this order or to applicable specifications, drawings, samples, or descriptions. Acceptance of any part of this order shall not bind Buyer to accept future shipments nor deprive it of the right to return goods/services already accepted. Delivery shall not be deemed to be complete until goods/services have been actually received and accepted by Buyer. Failure to deliver goods in a timely manner will constitute a material breach of this agreement. Undershment shall constitute a partial breach.

Whenever Seller/Supplier has knowledge that any actual or potential labor dispute may delay or threaten to delay performance hereunder, Seller/Supplier shall immediately give written notice to Buyer.

交付 - 交付货物或服务的时间是本质的。除非买方在此明示地明确规定，交付应该在正常工作时间和买方明确规定的地点进行。对不符合本订单或适用的规格、图纸、样品或服务，买方有权拒收或退运以及取消全部或部分装运。对本订单任何部分的接受描述并不约束买方接受将来的装运，也不剥夺买方对已经接受的货物退运的权利。直到货物/服务被买方接受，交付才视为完成。没能按时交付货物/协议的重大违约，出货不足构成部分违约。

无论何时，卖方/服务提供方知道任何实际或潜在的劳动纠纷可能导致延迟交货或威胁至延迟履行，卖方/服务提供方应立即书面通知买方。

7. RIGHT TO INSPECT - The Buyer may inspect the items ordered hereunder during any stage of their manufacture, construction, preparation, delivery, and/or completion. Items may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items may have previously been accepted.

检验权 - 买方可以对订单中的货物/服务在其生产、建造、准备、交付和/或完成的任何阶段进行检验。货物/服务可以因在检验、分析或随后的生产操作中出现的缺陷或违约而被拒绝即使该货物/服务已经被接受。

8. CHANGES - The Buyer shall have the right to make any changes, additions, omissions, or alterations in the items/services, quantities, destinations, specifications, drawings, designs, or delivery schedule. The parties undertake to agree to a~ appropriate adjustment in price and/or terms of this purchase order where the Seller/Supplier's direct costs are affected by such modifications and all such modifications must be in writing and signed-by a duly authorized representative of Buyer. Furthermore, Buyer reserves the right to cancel this Agreement, in whole or in part, at any time prior to any scheduled delivery at its convenience. In the event of such cancellation, and if Seller/Supplier is not in default hereunder, Buyer agrees to pay Seller/Supplier for all direct costs reasonably incurred by Seller/Supplier in connection with the cancelled portion of this Agreement, in addition to the stipulated price for all conforming goods delivered and accepted.

改变 - 买方有权就货物/服务项目、数量、目的地、规格、图纸、设计或交付计划进行改变、增加、省略或变更。当卖方/服务提供方的直接成本被这样的修改而影响而且这样的修改是书面的并由被正式授权的买方代表签署的情况下，当事人承诺并同意就本订单的价格和/或项目进行适当的调整。

9. Compliance - The Goods and the Services to be provided by the Seller/Supplier shall comply with all applicable laws, regulations or instruments that have the force of law, of the country where the Seller/Supplier is located as well as the country where the Buyer is located. Seller/Supplier shall indemnify and hold Buyer harmless against all expenses, claims, liability or damages resulting from violation of any such law, regulation or instruments.

合法 - 卖方/服务提供方所提供的货物和服务应遵守卖方/服务提供方和买方所在地国家所有应适用的法律、法规或有法律效力的规范。卖方/服务提供方应补偿及使买方免于来自违反前述法律、法规或规范所遭受的索赔、责任、损害赔偿或所有支出。

10. WARRANTY - The Seller/Supplier warrants all goods and components thereof delivered hereunder to be new and free from defects in material and/or workmanship, fully merchantable and of highest quality, fit for the purpose intended, and in conformity with any specifications, drawings, or samples which may have been specified or furnished by the Seller/Supplier and/or the Buyer. Seller/Supplier further warrants that it has good title to the items free and clear of all liens and encumbrances and will transfer such title to Buyer. This warranty shall survive any inspection, delivery, acceptance, or payment by the Buyer.

保证 - 卖方/服务提供方保证所有交付的货物和部件为全新的、在材料和/或工艺上没有瑕疵的、适用及具有最高品质的、满足预期的目的以及符合可能已经由卖方/服务提供方和/或买方规定的规格、图纸或样品的货物。卖方/服务提供方进一步保证对货物拥有没有留置权及其他产权负担的所有权且将该所有权转移给买方。本保证适用于买方的任何检验、交付、接受或付款。

11. INDEMNITY - Seller/Supplier agrees to protect, defend, hold harmless and indemnify Buyer and its respective officers, agents, employees and customers from and against any and all claims, actions, liabilities, losses, costs and expenses arising out of any actual or alleged infringement of any patent, trademark or copyright by any goods/services sold to Buyer hereunder, or arising out of any actual or alleged death or injury to any person, damage to any property, including but not limited to property of the Buyer or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part from any breach of Seller/Supplier's warranties as specified herein or any claimed defect in the goods or services provided hereof.

补偿 - 卖方/服务提供方同意保护、辩护、使免受伤害及补偿买方及其官员、代理、员工及客户免于由在此出售给买方的货物因实际或声称的专利、商标或版权侵权导致的，或实际或声称的全部或部分违反卖方/服务提供方前述保证，或任何声称的所提供货物或服务的缺陷所导致的实际或声称的任何人的死亡或人身伤害、财产损失，包括但不限于买方的财产或任何其他他人遭受的任何损害或损失，包括索赔、诉讼、责任、损失及花费。

12. Insurance - Seller/Supplier is responsible for its employees and workers. During the agreement, Seller/Supplier and any subcontractors shall at its own cost maintain properly insurance, including but not limited to general third party liability insurance.

保险-卖方/服务提供方对其雇员和工人负责。协议期间, 卖方/服务提供方及其分包商应以自己的费用维持有效的适当的保险, 包括但不限于第三方责任险。

13. REMEDIES -The rights and remedies herein reserved by Buyer shall be cumulative and in addition to any other rights or remedies provided by law or equity. A waiver by Buyer of any right or remedy hereunder shall not affect any rights or remedies subsequently arising under the same or similar clause.

救济- 买方在此保留的权利和救济是买方依法所享有的权利和救济之外的和累加的。买方在此放弃任何权利及救济并不影响其后在相同或类似条款下所享有的权利和救济。

14. SELLER/SUPPLIERS INSOLVENCY - If the Seller/Supplier becomes insolvent or if a petition under any insolvency law is filed by or against the Seller/Supplier or if the Seller/Supplier makes a general assignment for the benefit of creditors or if a receiver shall be appointed for the Seller/Supplier, Buyer may cancel this purchase order. In the event of such cancellation, Buyer shall not be liable to any party, including Seller/Supplier, for any costs or damages in connection with this Agreement, except for conforming goods which have been delivered and accepted.

卖方/服务提供方资不抵债 - 如果卖方/服务提供方资不抵债, 或根据任何破产法卖方/服务提供方申请了破产或被申请破产, 或卖方/服务提供方为债权人的利益做了全部财产移交或财产接收人被指定, 买方可以取消本订单。在如此取消的情况下, 除已经交付和被买方接受的符合协议的货物外, 买方对任何人包括卖方/服务提供方就与本协议相关的成本或损失不承担责任。

15. FORCE MAJEURE - Buyer shall not be liable for failure to take delivery of the goods if such failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, earthquake, storm, embargo or any act of God or any other cause beyond Buyer's control In such event, Buyer shall have the option of canceling undelivered orders in whole or in part.

不可抗力 - 如果买方因劳动纠纷、罢工、战争、暴动、叛乱、骚乱、火灾、地震、风暴、禁运或任何其他买方无法控制的原因而没有接受货物, 买方不承担责任。买方有权选择取消全部或部分未交付的货物/服务。

16. TOOLS AND DIES -Unless otherwise herein agreed, Seller/Supplier at its own expense shall furnish, keep in good condition and replace when necessary all dies, tool, gauges, fixtures and patterns necessary for the production of any goods or materials ordered. Any special tools or dies shall be considered as purchased by Buyer without additional charge, unless herein specified to the contrary. Title shall vest in Buyer giving Buyer the right to take possession of such tooling or dies at any time. However, Buyer shall not have the rights enumerated in the previous sentences if the goods hereby ordered are the standard product of Seller/Supplier, or if prior to the date hereof a substantial quantity of like goods are being sold by Seller/Supplier to others unless Buyer shall have paid for tooling or dies used in the production of such goods.

工具和模具 - 除非另有约定, 卖方/服务提供方以其自己的费用装备、保持和替换为生产任何订单货物或材料所需的所有模具、工具、仪器、装置和模型。除非有相反的规定, 任何特殊的工具和模具被视为是由买方购买的且不需额外付费。权利归买方, 给予买方随时占有该工具或模具的权利。但是, 除非买方已经支付了用于生产订单中货物的工具或模具的成本, 如果订单中的货物是卖方/服务提供方的标准产品或先于本订单前大量同样的货物已经被卖方/服务提供方卖给其他人, 则卖方/服务提供方不享有前述权利

17. ASSIGNMENT -This purchase order is issued to the Seller/Supplier in reliance upon the Seller/Supplier's personal performance of the duties imposed. The Seller/Supplier agrees not to assign this order or delegate the performance of its duties without the written consent of the Buyer. Any such assignment or delegation without the previous written consent of the Buyer, at the option of the Buyer, shall effect a cancellation of this order. Any consent by the Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller/Supplier and/or its assigns for any claim arising out of this transaction.

转让 - 本订单是依据卖方/服务提供方的履约能力发给卖方/服务提供方的。卖方/服务提供方同意, 没有买方的事先书面同意不转让本订单或将订单下的义务委托给他人。没有买方事先书面同意的转让或委托, 依买方的选择, 可导致买方取消本订单的后果。买方对转让的同意不视为就起于本交易的索赔买方放弃向卖方/服务提供方和/或其受让人追偿的权利。

18. CONFIDENTIAL INFORMATION - All specifications, drawings, inventions, engineering notices, technical data, and/or equipment supplied by Buyer shall remain its property and shall be held in confidence by Seller/Supplier. Such information shall not be reproduced, used or disclosed to others by the Seller/Supplier without Buyer's prior written consent, and shall be returned to Buyer upon demand or upon completion by Seller/Supplier of its obligations hereunder. Seller/Supplier shall not, without first obtaining the written consent of Buyer, in any manner, advertise, publish, or disclose to any third party that Seller/Supplier has contracted with Buyer to furnish the items or render the services contained herein, except as specified or required for completion of this order. Breach hereof shall permit Buyer to cancel this order in addition to any other rights and remedies provided by law.

Any information which Seller/Supplier discloses to Buyer with respect to the design manufacture, sale, or use of the items covered by this purchase order shall be deemed to have been disclosed as part of the consideration for this order and Seller/Supplier shall not assert any claim against Buyer by reason of Buyer's use thereof.

信息保密 - 买方提供的所有规格、图纸、发明、工程笔记、技术数据和/或设备均为买方财产, 卖方/服务提供方应予以保密。没有买方的事先书面同意, 卖方/服务提供方不得重制、使用或披露该信息给其他人, 应买方要求或卖方/服务提供方完成其订单下的义务, 该信息应退还买方。除非特别规定或为完成本订单之需要, 没有买方的事先书面同意, 卖方/服务提供方不得以任何方式就卖方/服务提供方与买方签订合同提供本订单约定的产品或服务之事广告、发表或披露给任何人。如卖方/服务提供方违约, 除法定的权利与救济外, 买方可以取消本订单。

卖方/服务提供方就设计、生产、销售或使用本订单中的产品披露给买方的任何信息被视为作为本订单对价的一部分已经披露给买方, 卖方/服务提供方将不对买方的使用主张任何索赔。

19. GOVERNING LAW - This purchase order shall be construed and interpreted according to the laws of the country appearing in Buyer's address hereof.

适用法律 - 本订单适用买方地址中所示国家的法律。

20. Language - This Terms and Conditions of Purchase Order is written in both Chinese and English. and the Chinese version shall govern when there is any conflict.

本采购条款与条件以英文和中文书写, 有冲突时以中文文本为准。