



Articles of Terms and Conditions  
采购条款

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**1. Application.** These Terms and Conditions of Hendrickson (China) Vehicle Suspension Systems Co., Ltd. Purchase apply to any and all orders and agreements for purchase and delivery of Goods and/or Services (as defined below) to Buyer.

**1. 适用范围。** 本《瀚瑞森（中国）汽车悬挂系统有限公司采购条款》适用于购买并向买方交付货物和/或服务（定义见下文）的任何及一切订单和协议。

**2. Definitions.** The definitions stated below are incorporated in and made a part hereof of the Terms and Conditions of Hendrickson (China) Vehicle Suspension System Co., Ltd. Purchase.

**2. 定义。** 下文所述各项定义为《瀚瑞森（中国）汽车悬挂系统有限公司采购条款》的一部分。

- “**Buyer**” means Hendrickson (China) Vehicle Suspension System Co., Ltd.
- “**买方**”是指瀚瑞森（中国）汽车悬挂系统有限公司。
- “**Customer**” means the party or parties who will purchase goods and/or services from Buyer which incorporates or involves the Goods and/or Services.
- “**客户**”是指从买方处购买包含或涉及货物和/或服务的货物和/或服务的一方或多方。
- “**Goods**” means any products, parts, systems, components or raw material that Buyer orders and Seller supplies to Buyer, including those goods Seller obtains from third parties.
- “**货物**”是指买方订购、卖方向买方供应的产品、部件、系统、组件或原材料，包括卖方从第三方处取得的货物。
- “**Indemnified Parties**” means Hendrickson (China) Vehicle Suspension System Co., Ltd. and its parents, affiliates, their officers, directors, employees, successors and assigns.
- “**受偿方**”是指瀚瑞森（中国）汽车悬挂系统有限公司及其母公司、关联企业以及它们的管理人员、董事、员工、承继人和受让人。
- “**Purchase Order**” means a document in paper or electronic form issued by Buyer to Seller for the purchase of Goods and/or Services, and includes the Terms and Conditions and any and all associated agreements, releases against the Purchase Order, warranty agreements between Buyer and Seller, cover sheets, specifications, drawings, attached exhibits and schedules prepared by Buyer, pursuant to which Seller is to provide the Goods and/or perform the Services.
- “**采购订单**”是指买方为购买货物和/或服务而向卖方签发的纸质或电子形式的文件，并且包括本条款以及任何相关协议、对采购订单的免责声明、买卖双方之间的保证协议、封面页、规格、图纸、买方准备的附件和附表，卖方根据采购订单而提供货物和/或履行服务。
- “**Seller**” means the party identified on the Purchase Order that supplies or is intended to supply Goods and/or Services to Buyer.

- “卖方”是指采购订单上列明的向买方供应或计划向买方供应货物和/或服务的一方。
- “Services” means any services performed by or to be performed by Seller or Seller's subcontractor covered by the Purchase Order.
- “服务”是指采购订单所涵盖的由卖方或卖方的分包商履行或将履行的服务。
- “Terms and Conditions” means the terms and conditions included in this document and incorporated by reference in the Purchase Order.
- “本条款”是指本文件中所载条款并经援引而并入采购订单中。

**3. Buyer's Form Controls.** The Purchase Order will constitute an offer by Buyer to purchase the Goods and/or Services specified upon the Terms and Conditions, quantity, price(s), and delivery date(s) stated in the Purchase Order and is not an acceptance of any offer by Seller to sell. Any other different terms and conditions of Seller that are hereby rejected. Seller acknowledges it has read and understands the Terms and Conditions. Seller agrees that Seller's shipment of Goods or commencement of any Services under a Purchase Order, or receipt of payment from Buyer relating to a Purchase Order, will constitute Seller's acceptance of these Terms and Conditions only. No changes or additions to the Terms and Conditions will be binding on Buyer unless expressly accepted in writing by Buyer.

**3. 买方订单为准。** 采购订单将构成买方按照本条款、采购订单中规定的数量、价格和交付日期购买规定的货物和/或服务的要约，并非对卖方任何出售要约的接受。特此拒绝卖方任何其它不同的条款。卖方确认其已阅读并理解本条款。卖方同意，卖方在采购订单项下对货物发货或者开始提供服务，或者收到买方支付的采购订单相关付款，将构成卖方对本条款的接受。本条款的任何变更或增补均不对买方产生约束力，除非买方以书面形式明文接受。

#### **4. Warranty.**

#### **4. 保证**

(A) Seller warrants that the Goods will:

(A) 卖方保证货物：

- (i) be free from all liens and defects of title, design, manufacture, workmanship and material;
- (i) 不带任何担保权益，且没有所有权、设计、制造、工艺、材料上的瑕疵；
- (ii) conform to descriptions, specifications, drawings, data and samples provided by or referred to by Buyer;
- (ii) 符合买方提供或述及的说明、规格、图纸、数据和样品；
- (iii) be new and of the best quality and merchantable, safe and fit for the intended purpose;
- (iii) 为全新、具备最优质量、适销性、安全并适于预定用途；
- (iv) conform to any statements made on the container, labels or in advertisements;
- (iv) 符合集装箱、标签或广告上作出的声明；
- (v) conform in all respects with samples supplied by Seller and with any applicable quality manual, standards, procedures and requirements furnished by Buyer or Customer;
- (v) 在一切方面均与卖方提供的样品相符并符合买方或客户提供的任何相关的质量手册、标准、规程和要求；
- (vi) be adequately contained, packaged, marked and labeled; and
- (vi) 经适当装箱、包装、标记和标签；且
- (vii) comply with national and industry codes and standards.
- (vii) 符合国家和行业规范和标准。

Seller further warrants that the Goods will meet performance requirements including length of service and mileage warranties, and that when applicable, all facilities where the Goods are produced are currently certified and will remain certified during the term of the Purchase Order under IATF16949/ISO9001:2015, TS16949, ISO9000 and any other applicable standard specified in the Purchase Order or otherwise communicated by Buyer to Seller, unless exempted in accordance with Buyer's procedures.

卖方进一步保证，货物将符合性能要求（包括有关服务寿命和里程的各项保证），并且在适用的情况下，生产货物的所有设施目前均经过IATF16949/ISO9001:2015, TS16949、ISO9000以及采购订单中规定的其它相关标准或买方以其他方式通知卖方的任何其他适用标准的认证并将在采购订单期限内保持该等认证，除非依照买方的规程予以豁免。

Without limiting the preceding paragraph, Buyer will, in accordance with IATF16949/ISO9001:2015, communicate to Seller certain requirements, including without limitation, applicable statutory and regulatory requirements and/or special product and process characteristics, to be followed by Seller in the course of Seller's providing the Goods ("Requirements"). Seller shall flow down the Requirements to its suppliers and require its suppliers to further flow down the Requirements to the point of original manufacture.

在不限制前款的情况下，买方将按照IATF 16949/ISO 9001: 2015标准向卖方提出相应要求，包括但不限于适用的法规要求和/或特殊的产品和工艺特征，卖方应在供应货物的过程中严格遵循(“要求”)。同时，卖方应将要求传达给其供应商，并要求其供应商进一步将该要求传达给其下级供应商直至初始的制造商。

(B) The warranty period for Goods, unless otherwise specified in the Purchase Order, will be thirty-six (36) months from the date of delivery to a final user. If at any time prior to the expiration of the warranty period it appears that the Goods, or any part thereof, do not conform to the foregoing warranties set forth in this Article, Seller will, at Buyer's option and at Seller's sole cost and expense, promptly repair or replace the Goods to Buyer's satisfaction. If the Goods are replaced or repaired, the warranty period for the Goods will be suspended from the date Seller receives notice of the warranty claim until the date the Goods are replaced or repaired to Buyer's satisfaction.

(B) 除非采购订单中另有规定，货物的保修期为三十六（36）个月，自向最终用户交付之日起算。在保修期届满前的任何时候，如发现货物或其任何部分不符合本条规定的上述保证的，卖方将根据买方的选择并由卖方独自承担费用及时修理或更换货物而令买方认可。货物如进行更换或修理的，货物的保修期将自卖方收到保修主张通知之日起暂停计算，直到更换或修理货物而令买方认可之日为止。

(C) Seller's liability hereunder will extend to any Services and the repair or replacement of all or any part of any Goods covered by the Purchase Order, and will include all damages proximately caused by the breach of any of the foregoing warranties, including but not limited to, all costs arising out of disassembly, removal, re-inspection, re-installation, re-testing, transportation and/or warehousing. If Seller does not remedy any nonconformity with the foregoing warrants to Buyer's satisfaction within a reasonable time after notice, Buyer may exercise certain remedies. Such remedies include but are not limited to:

(C) 卖方在本条款项下承担的责任包括采购订单涵盖的任何服务以及采购订单涵盖的任何货物的全部或任何部分的修理或更换，并包括以违反上述任何一项保证为近因而造成的所有损失，包括但不限于因拆卸、拆除、重新检验、重新安装、重新检测、运输和/或仓储而产生的所有费用。卖方如没有在接获通知后的合理时间内对上述保证的不合格之处进行补救而令买方认可的，买方有权行使特定救济，包括但不限于下列救济：

(i) remedy such nonconformity by itself or through others, in which case Seller will reimburse Buyer for the reasonable expense of remedy;

(i) 自己或通过他人对该等不合格进行补救，而卖方将报销买方合理的补救费用；

(ii) retain the nonconforming Goods and make an equitable adjustment to the Purchase Order price to reflect the diminished value;

(ii) 保留不合格货物，并根据减损的价值而对采购订单作出相应的公平调整；

(iii) reject or revoke acceptance of the Goods, and cover by making any reasonable purchase of Goods in substitution, in which case, Seller will be liable for all costs of cover; or

(iii) 拒绝或取消接受货物，并通过合理购买替代货物而予以补足，在此情况下卖方须承担所有的补足费用；或

(iv) reject or revoke acceptance of the Goods, and demand prompt refund of the Purchase Order price in full, in which case, Seller will be liable for Buyer's costs, including but not limited to, costs incurred for transporting the nonconforming Goods to and from the delivery point.

(iv) 拒绝或取消接受货物，并要求立即足额退还采购订单价款，在此情况下，卖方须承担买方的费用，包括但不限于将不合格货物从交货点往来运输而产生的费用。

Any action on the part of Buyer or Customer under this Article will not relieve Seller of any responsibility or liability with respect to such Goods.

买方或客户在本条项下的任何行动均不得免除卖方承担与该等货物相关的任何义务或责任。

(D) If Seller provides Services to Buyer, Seller warrants that all Services and all Goods, parts and components supplied or utilized in the Services will meet the terms described in (A), (B) and (C) above. Seller further warrants that the Services will conform to descriptions, specifications, drawings, and data presented by Seller and accepted by Buyer. In all Services, Seller will employ good, sound procedures, skill, care and judgment. All Services will be performed in accordance with applicable laws, regulations, and standards.

(D) 卖方如向买方提供服务，卖方保证所有服务以及服务中供应或使用的所有货物、部件和组件均满足上文(A)、(B)和(C)项中的条款规定。卖方进一步保证，服务将符合卖方提供并且买方接受的说明、规格、图纸和数据。在所有服务中，卖方将运用良好、合理的规程、技能、审慎和判断。所有服务都将依照有关法律、法规和标准而履行。

(E) The warranties described in (A), (B), (C) and (D) above will be in addition to any warranties, extended to Buyer by Seller, and in the event of any default under or breach of this warranty or any other provision of the Purchase Order by Seller, Buyer will be entitled to damages. Seller agrees that the aforesaid warranties will survive inspection and acceptance of the Goods and/or Services, and will run to Buyer and to Customer and their dealers, customers and users of the Goods and/or Services.

(E) 上文(A)、(B)、(C)和(D)项中所述保证是对卖方向买方提供的保证的补充，并且卖方如有违反该等保证或采购订单的任何其它规定的，买方有权获得损害赔偿。卖方同意，上述保证在货物和/或服务验收合格后继续有效，并且将适用于买方、客户及货物和/或服务的其经销商、顾客和用户。

**5. Inspection.** All Goods will be subject to inspection and test by Buyer or Customer or its designee at all times through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. Final inspection and acceptance by Buyer will be at Buyer's premises. Payment for Goods prior to inspection will not constitute acceptance of the Goods, nor constitute a waiver of Buyer's rights. Returned Goods will be deducted from total shipments, and Buyer will be entitled to full reimbursement or credit for returned Goods.

**5. 验收。**所有货物将在生产过程、发货之时以及货物到达最终目的地后的合理时间随时接受买方或客户或其指定之人的检验检测。买方将在买方场所进行最终验收。在验收前支付货款的，不得构成货物通过验收，也不得构成买方的弃权。退货的货物将从总发货数中扣除，而买方将有权就退货获得全额退款或贷项。

**6. Delivery.** The Goods and/or Services will be delivered in accordance with the delivery terms set forth on the Purchase Order. Goods will normally be routed to provide the most economical transportation rates. If any Goods and/or Services are not delivered within the time specified in the Purchase Order or within a reasonable time if no time is so specified, Buyer may either:

**6. 交付。**货物和/或服务应按照采购订单中规定的交付条款进行交付。货物的运输路线一般应采用收费标准最经济的运输路线。货物和/或服务如未在采购订单中规定的时间内交付的，或者如没有时间规定的，未在合理的时间内交付的，买方可采取以下行动之一：

(i) refuse to accept such Goods and/or Services and terminate the Purchase Order with no cost to Buyer;

(i) 拒绝接受该等货物和/或服务，并终止采购订单，且买方不承担任何费用；

(ii) cause Seller to ship the Goods by the most expeditious means of transportation and any additional transportation charges in excess of those which would apply for the usual means of transportation will be paid by Seller; or

(ii) 令卖方采用最快捷的运输方式进行发货，而且由卖方支付由此超出平常运输方式费用的任何额外的运输费用；  
或

(iii) accept the Goods and/or Services and Seller will be liable for all damages caused by failure to meet delivery specifications.

(iii) 接受货物和/或服务，并且由卖方承担赔偿责任因未能满足交付规定而造成的所有损失的责任。

**7. Title and Risk of Loss.** If Buyer makes progress payments to Seller under the Purchase Order, title to the Goods will pass to Buyer at the time that Seller identifies the Goods to a Purchase Order, otherwise title to the Goods and all components thereof will pass to Buyer upon the earlier of payment or delivery. Regardless of delivery point or delivery terms, risk of loss of Goods will not pass to Buyer until the Goods are received, inspected and accepted by Buyer or the Customer at the delivery destination.

**7. 所有权和灭失风险。**买方如在采购订单项下向卖方进行分期付款的，货物的所有权将在卖方按采购订单明确规定货物之时转移至买方，否则货物及其全部组件的所有权将在付款或交付（取较早发生者）之时转移至买方。无论交付点或交付条款，货物的灭失风险将在买方或客户在交付目的地收到货物并且验收合格后才转移至买方。

**8. Pricing and Payment.** Terms of payment for all Seller invoices will be sixty (60) days from the date of invoice unless the Purchase Order specifies different terms.

**8. 价格和付款。**卖方所有发票的付款方式为发票日期起六十（60）日，除非采购订单另有不同规定。

**9. Changes.** Buyer reserves the right to change specifications, engineering drawings, and/or change other requirements on reasonable notice to Seller. Any differences in price, delivery or warranty resulting from such changes will be equitably adjusted, and Buyer will modify the Purchase Order in writing. Price increases and/or

extensions of time for delivery or completion will not be binding on Buyer unless evidenced by a change order issued and signed by an authorized representative of Buyer and accepted by Seller.

**9. 变更。** 买方有权经合理通知卖方而变更规格、工程图纸且/或变更其它要求。该等变更导致的任何价格、交付或保证上的差异将作相应的公平调整，而买方将以书面形式修改采购订单。只有在变更订单由买方的授权代表出具并签署并且由卖方接受后，加价和/或交付时间或完成时间的延期才对买方具有约束力。

**10. Termination.** Buyer may, at any time, terminate a Purchase Order in whole or in part, or suspend, delay or interrupt all or any part of the Goods and/or Services hereunder by written or oral notice confirmed in writing within thirty (30) days. If Buyer terminates for convenience, Buyer will reimburse Seller for only those completed Services and for Goods delivered or in transit, but in any case not in excess of the Purchase Order price.

**10. 终止。** 买方可以经书面或口头通知并在三十（30）日内以书面形式确认，而随时全部或部分终止采购订单，或者暂停、推迟或中断采购订单项下的货物和/或服务的全部或任何部分。买方为方便而终止的，买方将仅就已完成的服务和已交付或在运输途中的货物而偿付卖方，但在任何情况下一律不得超过采购订单价款。

**11. Confidential Information.** Seller may gain access or knowledge through its business relationship with Buyer to proprietary information about Buyer's or Customer's operations and business information (collectively "Confidential Information"). Seller will keep all Confidential Information confidential, including its business relationship with Buyer and the terms of the Purchase Order, and will not disclose any such information to others except as authorized by Buyer in a signed writing. In addition, Seller agrees that all patterns, dies or other tools, jigs, fixtures, forms and any other devices and specifications or drawings furnished or paid for by Buyer will:

**11. 保密。** 卖方可能会经由其与买方的商业关系而接触或了解买方或客户的运营和业务信息有关的专有信息（下文统称为“保密信息”）。卖方将对所有保密信息予以保密，包括其与买方的商业关系以及采购订单的条款，并且卖方不得向他人泄露任何该等保密信息，除非获得买方签署的书面授权。除此之外，卖方还同意，买方提供或付款的所有图样、模具或其它工具、夹具、固定装置、模板以及其它装置和规格或图纸均应：

- (i) be considered Confidential Information;
- (i) 视为保密信息；
- (ii) remain Buyer's sole property;
- (ii) 属于买方独有的财产；
- (iii) be safely stored, maintained and held at Seller's risk and insured at Seller's expense;
- (iii) 予以安全储存、维护并持有，风险由卖方承担并由卖方承担费用而进行保险；
- (iv) wherever possible be clearly marked as the property of Buyer;
- (iv) 在可能的情况下明确标记为买方的财产；
- (v) be used only in the performance of Purchase Orders from Buyer; and
- (v) 仅用于履行买方的采购订单；且
- (vi) together with all copies thereof, be delivered to Buyer or destroyed by Seller, as Buyer specifies.
- (vi) 与其所有复制版本一起按买方的指定而交付给买方或是由卖方销毁。

Confidential Information will not be used by Seller for the production and/or supply of any goods or services to any other party. If Buyer compensates Seller for development or design work initiated by Buyer for Goods and/or Services, any intellectual property rights, including but not limited to inventions, discoveries, techniques and processes, arising from such work will accrue to Buyer, and Seller hereby assigns to Buyer all of its right, title, and interest in the intellectual property. Seller acknowledges that any sale of Goods bearing Buyer's or Customer's trade name and/or trademarks to other than Buyer is an infringement of Buyer's or Customer's proprietary rights in its trade name and/or trademarks.

卖方不得将保密信息用于生产和/或供应提供给任何他方的任何货物或服务。买方如就买方为货物和/或服务而启动的开发或设计工作对卖方进行补偿的，因该等工作而产生的任何知识产权，包括但不限于发明、发现、诀窍和工艺，都应属于买方，并且卖方特此向买方转让该等知识产权的全部所有权及一切相关权利和权益。卖方确认，如将载有买方或客户的商号和/或商标的货物出售给除买方以外的任何他人的，则构成对买方或客户就其商号和/或商标所享有的专有权利的侵权。

**12. Taxes and Duties.** The prices for the Goods and/or Services include VAT (and/or business tax if applicable). The amounts of VAT and/or business tax will be shown separately on Seller's invoice. Seller will furnish Buyer and

its designees with documentation establishing the country of origin and value of the Goods as Buyer or Customer may request.

**12. 税务。**货物和/或服务的价格含增值税（及/或营业税，如适用）。增值税及/或营业税的金额将在卖方发票上单独列明。卖方将按买方或客户的要求而向买方及其指定之人提供确认货物的原产国和价值的证明文件。

**13. Compliance With Laws.** Seller hereby covenants that it and the Goods and/or Services will comply with all laws and regulations (“Laws”) applicable to the country or countries of manufacture, sale, purchase and use. Seller further covenants that neither it nor any person acting for it will make any payments or give anything of value to any government officials or representatives of state-owned enterprises or any persons acting for them for the purpose of obtaining any improper business advantage in connection with its provision of the Goods and/or Services to Buyer. Upon Buyer’s request, Seller will permit Buyer and its representatives access to its books and records to confirm its compliance with the foregoing covenant.

**13. 遵守法律。**卖方特此承诺，卖方以及货物和/或服务均应遵守适用于生产、销售、采购和使用所在国家的一切法律法规（下文简称为“相关法律法规”）。卖方进而承诺，卖方以及为卖方行事的任何人均不得在其向买方提供货物和/或服务时，为获取任何不当的商业好处而向任何政府官员、国企代表或任何为其行事之人支付款项或给予任何财物。应买方的要求，卖方将允许买方及其代表查阅卖方的帐簿和记录以核实其是否遵守前述承诺。

**14. Insolvency.** Buyer may cancel any Purchase Order when Buyer deems itself insecure due to threatened or actual bankruptcy or insolvency of Seller, the filing of any petition in bankruptcy, the appointment of a receiver for Seller, or the execution by Seller of an assignment for the benefit of creditors.

**14. 资不抵债。**如因卖方可能或实际破产或资不抵债、卖方提交破产申请、任命卖方的接管人、或卖方为债权人利益进行转让，而使买方认为己方处境不安全的，买方可以取消任何采购订单。

#### **15. Seller’s Breach.**

##### **15. 卖方违约**

(A) If Seller breaches any of its representations, warranties or obligations, it shall compensate the Indemnified Parties for losses caused by the breach of Seller, including any loss of profits.

(A) 卖方如违反其任何声明、保证或义务的，卖方应赔偿受偿方因卖方违约而造成的损失，包括任何利润损失。

(B) If any Goods and/or Services create, cause or contribute to a vehicle or other product repair campaign or recall, Seller will compensate the Indemnified Parties as described in (A) above and will pay all costs of recall, repair, and correction, and any damages incurred by Indemnified Parties, Customers and their dealers, and users of the Goods and/or Services. The remedies provided in this paragraph will be cumulative and will not limit Seller’s liability.

(B) 如有任何货物和/或服务造成、导致或促成某车辆或其它产品需进行维修或召回的，卖方应按上文(A)款的规定赔偿受偿方，并支付召回、维修和更正的全部费用、以及受偿方、客户及其经销商、以及货物和/服务的用户所发生的任何损失。本款规定的救济是可以累加的，并且不限制卖方的责任。

**16. Seller Insurance.** Seller will maintain proper public liability insurance and product liability insurance protecting the Indemnified Parties and Customer(s), against claims of personal injury and property damage, arising out of or attributed or related to the Goods and/or Services.

**16. 卖方保险。**针对因货物和/或服务而引起或归因于货物和/或服务或与之相关的人身伤害和财产损失的索赔，卖方将维持适当的公众责任险和产品责任险为受偿方和客户提供保护。

**17. Governing Law and Dispute Settlement.** The Purchase Order and these Terms and Conditions will be governed by and construed in accordance with the substantive laws of the People’s Republic of China, without regard to the conflict of law principles, rules or statutes of any jurisdiction. Any dispute arising out of or in connection with the Purchase Order and these Terms and Conditions shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration in Beijing pursuant to the rules of CIETAC then in effect. The Purchase Order and these Terms and Conditions will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**17. 适用法律和争议解决。**采购订单及本条款适用和解释的准据法为中华人民共和国实体法，但任何国家或地区的冲突法规范除外。凡因采购订单及本条款而起或与之相关的任何争议，均应提交中国国际经济贸易仲裁委员会（下文简称为“贸仲委”）依据贸仲委届时有效的规则在北京进行仲裁。采购订单及本条款不适用《联合国国际货物销售合同公约》。

**18. Force Majeure.** Neither party will be liable for any delay or failure to perform where the delay or failure is directly caused by causes beyond its control, including but not limited to: natural disasters, acts of governmental, quasi-governmental, civil or military authority; refusal or delay in granting necessary licenses; fires, floods, earthquakes or

other natural disaster; riot, insurrection, or acts of terrorism or the effects thereof; the inability to obtain necessary labor, materials or manufacturing; accident or wrecks in transport, or suspension of any mode of transport. In the event of such delay, the delivery date will be extended for a period equal to the time lost by reason of the delay, or where necessary to overcome the direct effects of the force majeure event. Notwithstanding the foregoing, if the effects of a force majeure event continue for more than thirty (30) days, Buyer may terminate the Purchase Order.

**18. 不可抗力。**如因不受任何一方控制的事由而直接造成延迟履约或不履约，双方均不就此而承担责任，该等不可抗力事件包括但不限于：自然灾害；政府机关、准政府机关、行政机关或军事机关的行为；拒绝或延迟授予必要的证照许可；火灾、水灾、地震或其它自然灾害；暴动、动乱、恐怖主义行为或其影响；无法取得必要的人工、材料或生产；运输意外事故或失事、或运输方式中断。如发生该等延误情形，交付日期将按因延误而丧失的时间或者克服不可抗力事件直接影响所需时间予以顺延。即使有前述规定，但如果不可抗力事件的影响持续超过三十（30）日，买方可终止采购订单。

**19. General.** The Global Vendor Code of Conduct which has been provided by Buyer to Supplier, is incorporated by reference into this Agreement, and any violation by Supplier of the Global Vendor Code of Conduct will be considered a default under this Agreement. Any provision of the Terms and Conditions that is prohibited by law, regulation or ordinance will be ineffective to the extent of such prohibition without invalidating the remaining provisions. Each of the provisions of the Purchase Order will extend to and will, as the case may require: (i) bind Buyer and Seller and their respective successors and assigns; and, (ii) inure to the benefit not only of Buyer and Seller but also to the Customer and to each of their respective successors and assigns. This clause will not permit any assignment of the Purchase Order by Seller without the prior written consent of Buyer. Seller will maintain, and make available to Buyer, adequate records of its activities under any Purchase Order, for a period equal to the duration of the Purchase Order and for ten (10) years following final shipment. Upon reasonable notice, Buyer or its representatives will have the right to review and audit the records of Seller relating to the performance of a Purchase Order, the prices contained in any Purchase Order or change order, or any other matter relating to the performance or default under a Purchase Order. The provisions of Articles 4, Warranty; 11, Confidential Information; 13, Compliance with Law; 15, Seller Indemnification; 16, Seller Insurance; and 17, Governing Law and Dispute Settlement will survive any termination of any Purchase Order.

**19. 一般规定。**买方已向卖方提供的“全球供应商行为准则”将做为本条款不可分割的一部分。卖方任何违反“全球供应商行为准则”的行为均视为对本协议的违约行为。本条款的任何规定如被法律、法规或规章禁止，该等规定将在该等禁止范围内无效，但其余规定仍有效。采购订单的每条规定均：(i) 对买方、卖方及其各自的承继人和受让人具有约束力；且 (ii) 不仅对买方和卖方有效，也对客户及其各自的承继人和受让人有效。本条规定不允许卖方未经买方事先书面同意而将采购订单进行任何转让。卖方将维持并将向买方提供关于采购订单项下其活动的充分记录，期限为采购订单的期限以及在最后发货后十（10）年。经合理通知后，买方或其代表将有权审核审计卖方与采购订单的履行、采购订单或变更订单中所规定的价格或任何其它与采购订单的履行或违约有关的事宜相关的记录。第4条（保证）、第11条（保密信息）、第13条（遵守法律）、第15条（卖方赔偿）、第16条（卖方保险）和第17条（适用法律和争议解决）将在采购订单终止后继续有效。

v.Apr9.2018