

Purchase Order Terms and Conditions

采购订单条款和条件

1. **PARTIES:** Grouper Acquisition Company LLC dba Shiloh Industries LLC or any of its subsidiaries, hereinafter referred to as “Buyer”, and the party identified on the front of this order, hereinafter referred to as “Seller”, are each a “Party” and collectively “Parties.”

双方: Grouper Acquisition Company LLC dba Shiloh Industries LLC 或其任何子公司(以下简称“买方”)和本订单最上方所示的当事方(以下简称“卖方”)。买方和卖方单独称为“一方”,合称为“双方”。

2. **ACCEPTANCE OF CONTRACT:** A Purchase Agreement is created between Buyer and Seller when Buyer has issued a Purchase Order to Seller and Seller has accepted such offer. Seller is deemed to accept the Purchase Order at the earlier of: (a) Seller notifying Buyer of its acceptance or (b) Seller beginning performance pursuant to the Purchase Order. This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing by Buyer. No contract will exist except as hereinabove provided.

合同的接受: 如买方向卖方发出采购订单并且卖方接受了该采购订单,买方和卖方之间即签订了采购协议。卖方将被视为在以下较早时间接受了采购订单:(a) 卖方通知买方其接受订单,或 (b) 卖方根据采购订单开始履约。接受订单仅明确表示接受订单中的条款和条件。除非买方另有明确书面同意,否则拒绝卖方提出的任何额外或不同条款。除上述规定的以外,双方之间将不存在任何合同。

3. **CONTRACT DOCUMENTS:** This Purchase Agreement consists of: (a) the terms, if any, included in the Purchase Order; (b) these terms and conditions; and (c) any specifications provided by Buyer. A Purchase Order is the order from Buyer to Seller. This Purchase Agreement is the contract between Buyer and Seller. All specifications, drawings, and data submitted to Seller with this order or referred to by this order are incorporated herein and made a part of this order.

合同文件: 本采购协议包括:(a) 采购订单中包含的条款(如有);(b) 这些条款和条件;以及 (c) 买方提供的任何规范。采购订单是买方向卖方发送的订单。本采购协议是买方和卖方之间的合同。所有随本订单提交给卖方的或本订单中提及的规范、图纸和数据都纳入本订单,成为本订单的一部分。

4. **PRICING, TAXES: 4.1** The price for goods will be the amount shown on the Purchase Order and includes all charges related to preparation for and actual manufacture/formulation and delivery of the goods, except as otherwise expressly set forth herein or agreed in writing by Buyer, and any taxes or duties imposed on Seller and required by law to be paid by Seller.

4.2 The price for the goods will not exceed the price Seller offers or has agreed, on the date of shipment, to sell the same or like goods to another person on terms and conditions substantially similar to those set forth herein. If Seller is required by law to collect any taxes or duties from Buyer, Seller will show each such item and the amount thereof separately on the applicable invoice.

价格和税费:4.1 货物价格应是采购订单上所示的金额,除非另有明确规定或买方书面同意,将包括与货物准备、实际制造/配制和交付相关的所有费用以及根据法律要求对卖方征收的任何税费和关税。

4.2 货物的价格不应超过卖方在发运日期按照与本合同基本相似的条款和条件向其他人出售相同或类似的货物时提出或同意的价格。如果法律要求卖方从买方收取任何税费或关税,卖方应在相应发票上单独列出每项税费及其金额。

5. **INVOICES, PAYMENT: 5.1** Seller will provide to Buyer an invoice for each separate shipment. Each invoice will include all information required by other provisions of this order, including item number and purchase order number. Seller will not submit an invoice for goods before delivery at the designated location.

5.2 If Buyer disputes the amount of any invoice, Buyer may deduct the amount in dispute, and additionally, Buyer may deduct from and set off against any amount due or to become due to Seller hereunder any amount which Seller owes to Buyer under this order or otherwise.

发票和付款:5.1 卖方应向买方提供每批货物的发票。每张发票应包括本订单其他条款要求的所有信息,包括项目编号和采购订单编号。卖方在指定地点交货前不应提交货物发票。

5.2 如果买方对任何发票金额有异议,买方可以扣除有异议的金额。此外,买方可以使用卖方根据本订单或其他依据应向买方支付的任何金额抵扣买方根据本订单目前或以后应向卖方支付的任何金额。

6. **CHANGES: 6.1** The Buyer reserves the right at any time to make written changes in any one or more of the following (a) Specifications, Drawings, and data incorporated in this Purchase Agreement, (b) Methods of shipment or packing, (c) Place of delivery, (d) Time of delivery, (e) Manner of delivery and (f) Quantities.

6.2 If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Agreement, an equitable adjustment will be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause must be approved by the Buyer in writing before the Seller proceeds with such change. Price increases will not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

变更: 6.1 买方保留随时对下列任何一项或多项进行书面变更的权利: (a) 纳入本采购协议的规范、图纸和数据, (b) 装运或包装方法, (c) 交付地点, (d) 交付时间, (e) 交付方式和 (f) 数量。

6.2 如果任何此类变更导致履行本采购协议的成本或所需时间增加或减少, 应对合同价格和/或交付时间进行公平调整。卖方根据本条提出的调整要求经买方书面批准后, 卖方才可执行相应变更。除非经买方签发的采购订单变更通知或修订文件证明, 否则价格增加对买方没有约束力。

7. **DELIVERY: 7.1** Time is of the essence in this Purchase Agreement, and if delivery of goods is not made in the quantities and at the times specified, or rendering of services is not completed at the times specified, Buyer reserves the right, without liability and in addition to its other rights and remedies, to take either or both of the following actions: (a) direct expedited routings of goods (the difference in cost between the expedited routing and the order routing costs will be paid by Seller); or (b) terminate this Purchase Agreement by notice effective when received by Seller as to stated goods not yet shipped or services not yet rendered and purchase substituted goods or services elsewhere and charge Seller with any loss incurred. Seller will compensate Buyer for any and all direct or indirect losses and damages arising out of or relating to a late delivery.

7.2 Seller will be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. If Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer.

7.3 Buyer will have no liability for payment for goods delivered to Buyer in excess of quantities specified in this Purchase Agreement and delivery schedules or in advance of the time necessary to meet Buyer's delivery schedules. Such goods will be subject to rejection and return at Seller's expense including transportation charges both ways.

7.4 Title, interests, and rights will pass to Buyer upon delivery of the goods in accordance with the Purchase Agreement. Seller will bear the risk of loss until the goods are delivered to Buyer.

交付: 7.1 时间在本采购协议中至关重要。如果没有按规定的数量和时间交货, 或者没有按规定的时间提供服务, 除了行使其他权利和寻求其他救济外, 买方保留采取以下任一或所有措施的权利, 且不对卖方承担任何责任: (a) 要求以较快路线运输货物 (以较快路线运输和以订单中所述的路线运输之间的费用差额应由卖方支付); 或者 (b) 向卖方发出通知, 说明尚未发运的货物或尚未提供的服务后终止本采购协议 (该通知在卖方收到时生效), 然后在其他地方购买替代货物或服务, 并要求卖方支付由此产生的损失。对于因延迟交付产生的或与之相关的任何直接或间接损失和损害, 卖方应赔偿买方。

7.2 对于因卖方不执行买方的运输路线指示而产生的额外运输费用、延误或索赔, 应由卖方负责。如果卖方有理由相信不会如期交付, 应立即向买方发出书面通知, 说明预计会延误的原因。

7.3 对于超出本采购协议和交付计划中规定的数量的货物或在买方交付计划要求的时间之前交付给买方的货物, 买方不承担任何付款责任。此类货物将会被拒收并退回, 相应费用由卖方承担, 包括双向运输费用。

7.4 货物的所有权、权益和权利应在交货时根据采购协议转移至买方。卖方应承担损失风险, 直至货物交付至买方。

8. **INSPECTION AND ACCEPTANCE: 8.1** Payment for any goods under this Purchase Agreement will not constitute acceptance thereof. All goods are subject to inspection at Buyer's destination either before or after payment or before or after acceptance at Buyer's option. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with the instructions, specifications, drawings and data or Seller's warranties (expressed or implied). Goods not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. No replacement of rejected goods will be made unless specified by Buyer in writing.

8.2 Acceptance of any part of the goods will not bind Buyer to accept future shipments, nor deprive it of the right to return goods already accepted. Acceptance of all or any part of the goods will not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to this Purchase Agreement, or by means of defects, latent or patent, or other breach of warranty, or to make any claim for damages including manufacturing costs, damage to materials or articles caused by improper boxing, crating or packing, and loss of profits or other special damages occasioned the Buyer. Such rights will be in addition to any other remedies provided by law.

检查和接受:8.1 支付本采购协议下任何货物的款项不构成接受相应货物。买方可以自己选择在付款前、付款后或接受前或接受后,在买方地点对所有货物进行检查。对于不符合指示、规范、图纸和数据或卖方(明示或暗示的)保证的货物,买方保留拒收和拒绝接受的权利。未被接受的货物将被退还给卖方,卖方应承担相应风险和费用,包括双向运输费用。买方可以选择要求卖方扣除相应货物的全部费用或更换货物。除非买方书面说明,否则不得替换拒收的货物。

8.2 接受任何部分的货物不应导致买方有义务接受未来货物,也不应剥夺买方退回已经接受的货物的权利。接受全部或任何部分货物不应被视为买方放弃因卖方未遵守本采购协议、货物存在明显或隐蔽缺陷或卖方有其他违反保证的行为而取消或退回所有或任何部分的货物的权利,或放弃提出损害索赔的权利,包括生产费用、由于不当打包、装箱或包装造成的材料或物品受损以及利润损失或买方遭受的其他特殊损害。这些权利是法律规定的任何其他救济之外的额外权利。

9. **PACKING, DRAYAGE AND CONTAINERS:** No charges for packing, drayage, or containers will be allowed unless specified or the face of this order, or specifically listed as an additional and separate charge on Seller's quotation and acceptance of this order. Seller will be liable for damage to materials or articles described herein caused by improper boxing, crating or packing. Seller will follow any specific packing instructions issued by Buyer, and the goods will be suitably, carefully, and appropriately packed, marked, and labeled by Seller.

包装、拖运和集装箱:除非本订单另有规定或卖方在报价和接受本订单时特别作为单独额外费用列出,否则不对包装、拖运或集装箱收费。卖方应对由于不当打包、装箱或包装而造成的本合同中所述材料或物品受损负责。卖方应遵循买方发出的任何具体包装指示,适当、仔细和合适地对货物进行包装、标注和贴标。

10. **SELLER'S WARRANTIES: SELLER WARRANTS THE GOODS FURNISHED WILL BE MERCHANTABLE AND FIT FOR BUYER'S PURPOSES AND THAT THEY WILL CONFORM WITH BUYER'S INSTRUCTIONS, SPECIFICATIONS, DRAWINGS AND DATA. SELLER WARRANTS THE GOODS FURNISHED WILL CONFORM TO ALL REPRESENTATIONS, AFFIRMATIONS, PROMISES, DESCRIPTIONS, SAMPLES OR MODELS FORMING THE BASIS OF THIS PURCHASE AGREEMENT. IN ADDITION, SELLER REPRESENTS AND WARRANTS THAT TITLE TO THE GOODS WILL PASS TO BUYER FREE AND CLEAR OF ANY CLAM OR LIEN OF ANY THIRD PERSON. SELLER AGREES THAT THESE WARRANTIES WILL SURVIVE ACCEPTANCE OF THE GOODS. SAID WARRANTIES WILL BE IN ADDITION TO ANY WARRANTIES OF ADDITIONAL SCOPE GIVEN BY SELLER TO BUYER. NONE OF SAID WARRANTIES AND NO OTHER IMPLIED OR EXPRESS WARRANTIES WILL BE DEEMED DISCLAIMED OR EXCLUDED UNLESS AGREED TO IN WRITING AND SIGNED BY BUYER.**

卖方保证:卖方保证其所提供的货物将是可销售的,符合买方目的和买方的指示、规范、图纸和数据。卖方保证其提供的货物将符合本采购协议所依据的所有陈述、声明、承诺、描述、样品或模型。此外,卖方陈述并保证其可以将货物的所有权转让给买方,不存在任何第三方对货物提出任何索赔或拥有任何留置权。卖方同意这些保证将在货物被接受后继续有效。上述保证应是卖方给予买方的任何其他保证之外的保证。除非买方书面同意并签字,否则上述任何保证以及任何其他暗示或明示的保证都不应被视为否认或排除。

11. **PROPERTY OF BUYER:** All property in which Buyer retains title, and any replacement thereof, will be and remain the property of Buyer. Property other than material will not be modified without the written consent of Buyer. Such property will be plainly marked or otherwise adequately identified by Seller as "Property of Shiloh Industries LLC", and will be safely stored separately and apart from Seller's property. Seller will not use such property except for performance of work for Buyer or as authorized in writing by Buyer. Such property, while in

Seller's possession or control, will be kept in good condition, will be held at Seller's risk, and will be kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. Property not material consumed in the performance of the order will be subject to inspection and removal by Buyer, and Buyer will have the right of entry for such purpose without any additional liability whatsoever to Seller. As and when directed by Buyer, Seller will disclose the location of such property and/or prepare it for shipment and ship it to Buyer in as good condition as originally received by Seller, reasonable wear and tear accepted.

买方财产: 买方保留所有权的所有财产及其任何替代物现在和以后都应是买方的财产。未经买方书面同意,不得更改除材料以外的财产。 卖方应清楚地将此类财产标记为或以其他方式充分地标注为“Shiloh Industries LLC 的财产”,并将其安全地与卖方的财产分开存放。除非为买方生产产品或经买方书面授权, 卖方不应使用此类财产。此类财产在由卖方占有或控制时,应保持良好状态。卖方应承担风险,并自费为其投保,保额应相当于其重置成本。如有任何损失,卖方应向买方负责。执行订单过程中使用的材料之外的财产应接受买方的检查,由买方移除,买方应有权为此目的进入卖方现场而无需对卖方承担任何其他责任。在买方要求时, 卖方应根据买方指示披露此类财产的位置和/或准备装运,并以卖方最初收到时的完好状态(接受合理损耗)将其发运给买方。

12. PROPRIETARY RIGHTS: All technical information in the nature of designs, blueprints, specifications, engineering data for production or product know-how which is supplied to the Seller by the Buyer to facilitate or assist in the performance of this Purchase Agreement, will unless otherwise agreed, be considered and kept confidential by the Seller, and the Seller will use and cause its employees and agents to use extreme caution not to disclose any such information either directly or by incorporation of such information in or its use in manufacturing products for others. Additionally, Seller agrees to assign to the Buyer and not otherwise to make use of any invention, improvement or discovery (whether or not patentable), conceived or reduced to practice in **the performance of this Purchase Agreement by any employee of the Seller or other person working under Seller's direction**, and such assignment will be considered as additional consideration for the making of this Purchase Agreement. Upon completion of performance of this Purchase Agreement, the Seller will deliver to the Buyer any and all information relating to any such invention, improvement or discovery, and will cause employees or others subject to enable the Buyer to file applications of Patents throughout the world and to obtain title thereto.

专有权利: 除非另有约定, 买方为促进或帮助卖方履行本采购协议而向卖方提供的所有设计、蓝图、规范、生产工艺数据或产品专有信息等性质的技术信息应被视为机密信息, 卖方应对此保密, 并且卖方应尽最大谨慎, 防止直接披露此类信息, 或通过将此信息纳入为他人生产的产品或将此信息用于为他人生产产品披露此类信息, 并要求其员工和代理人也如此行事。此外, 卖方同意将卖方的任何员工或在卖方指示下工作的其他人在履行本采购协议时形成或付诸实践的任何发明、改进或发现(无论是否可申请专利)转让给买方, 不以其他方式使用此类发明、改进或发现, 且这种转让应被视为签订本采购协议的额外对价。本采购协议履行完毕后, 卖方应向买方提交与任何此类发明、改进或发现相关的任何和所有信息, 并要求其员工或其他相关人帮助买方提交全球专利申请并获得其所有权。

13. PATENT INDEMNITY CLAUSE: The Seller agrees upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Grouper Acquisition Company LLC dba Shiloh Industries LLC, or any of its subsidiaries, constituent companies, agents or vendees, hereinafter for purposes of this Section collectively referred to as the Buyer, for alleged patent infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark, or appearance of goods, by reason of the use or sale of any goods furnished under this Purchase Agreement, except for goods **manufactured entirely to Buyer's specifications; and** the Seller further agrees to indemnify Buyer against any and all expense, loss, royalties, profits and damages, **including court costs and attorney's fees, resulting from the bringing of such suit or proceedings**, including any settlement or decree or judgment entered therein. The Buyer may be represented by and actively participate **through its own counsel in any such suit or proceedings, if it so desires. The Seller's obligations hereunder will survive** acceptance of the goods and payment therefore by the Buyer.

专利赔偿条款: 如果 Grouper Acquisition Company LLC dba Shiloh Industries LLC 或其任何子公司、成员公司、代理人或采购方(就本条而言, 统称为“买方”)因使用或出售在本采购协议下提供的任何货物(完全按照买方的规范生产的货物除外)而导致被其他方提起诉讼或法律程序, 指控买方侵犯专利权, 或使用设计、商标或外观相似的货物进行不正当竞争, 则卖方同意在收到通知后, 立即完全承担对该等诉讼或程序的辩护; 卖方进一步同意赔偿买方因此类诉讼(包括在此类诉讼中的和解、命令或判决)引起的所有费用、损失、特许使用费、利润和损害, 包括诉讼费用和律师费。如果买方愿意, 可以由自己的律师在

任何此类诉讼或程序中代理自己, 通过自己的律师积极参与任何此类诉讼或程序。卖方在本合同下的义务应在买方接受货物并支付货款后继续有效。

14. INDEMNIFICATION: Seller further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, **claims, and expenses, including court costs and reasonable attorneys' fees related in any way** to this Purchase Agreement. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such actions which may be brought against Seller or against Buyer. **In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be referred under this Purchase Agreement, such machinery or equipment will be considered as being under the sole custody and control of Seller during the period of such use by Seller.**

赔偿: 卖方进一步同意赔偿买方产生或遭受的以任何方式与本采购协议相关的任何和所有损失、责任、损害、索赔和费用, 包括诉讼费和合理的律师费。卖方进一步同意, 在收到通知后, 立即完全承担针对卖方或买方可能提起的所有此类诉讼的辩护。如果卖方在生产本采购协议下提及的任何产品时使用了买方的机械或设备, 那么在卖方使用期间, 这些机械或设备应被视为完全由卖方保管和控制。

15. CANCELLATION: Buyer will have the right to cancel for default all or any part of the undelivered portion of this Purchase Agreement if Seller does not make deliveries as specified in the delivery schedule, if Seller breaches any of the terms hereof including warranties of Seller, or if Seller becomes insolvent or commits an act of **bankruptcy. If it is determined, however, that Seller's failure to perform this Purchase Agreement is due to events** protected by Article 21, such cancellation will be deemed to have been made pursuant to Article 16. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

取消: 如果卖方未能根据交付计划的规定按时交付、违反本协议中的任何条款(包括卖方的保证)、资不抵债或破产, 买方有权因卖方违约而取消全部或任何部分的未交付的本采购协议下的产品或服务。但是, 如果认定卖方未能履行本采购协议是由于第 21 条规定的受保护事件, 这种取消应被视为根据第 16 条做出。这一取消权利是对买方根据法律或衡平法可能拥有的任何其他救济之外的权利, 不取代这些权利。

16. TERMINATION: **16.1** The Buyer may terminate performance of work under this order in whole or in part by written notice of termination, whereupon the Seller will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work. Seller will, within two (2) weeks of the date of termination, advise the Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that the Seller can make thereof. Seller will comply with the **Buyer's instructions regarding transfer and disposition of title to the possession of such work** and material. Within 60 days after receipt of such notice of termination, the Seller will submit all its claims resulting from such termination. Buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of the Seller relating to this order.

16.2 Buyer will pay the Seller, without duplication, the order price for finished work accepted by the Buyer and the cost to the Seller of work in process and raw material allocable to the termination work based on any audit the Buyer may conduct and generally accepted accounting principles; less, however, (a) the reasonable **value or cost (whichever is higher) of any item used or sold by the Seller without the Buyer's consent;** (b) **the agreed value of any items used or sold by the Seller with the Buyer's consent;** and (c) the cost of any defective, damaged or destroyed work or material. Buyer will make no payments to the Seller for finished work, work in process and raw material which the Seller may have in excess of any order or material release. Buyer will only be liable for the costs associated with a maximum of two (2) weeks finished goods and six (6) weeks of work in **process and raw materials in any combination thereof. Buyer is not liable for any costs associated with Seller's** inventory levels above the stated maximum levels without written authorization from Buyer.

16.3 Payments made under this clause will not exceed the aggregate price specified in this order less **payments otherwise made or to be made. Payment under this clause will constitute the Buyer's** sole liability in the event this order is terminated. Except as otherwise provided in this order, the provisions of this clause will not apply to any cancellation by the Buyer for default by the Seller or for any other cause allowed by law or under this order.

终止: 16.1 买方可通过发送书面终止通知全部或部分终止履行本订单下的工作。在此情况下, 卖方应在通知中规定的日期, 终止通知中规定的范围内的工作, 并终止与被终止的工作相关的所有订单和分包合同。卖方应在终止之日起两 (2) 周内, 告知买方在合同终止前完成或购买的相应产品和材料的数量以及

卖方可以提供的最佳处置方案。卖方应遵守买方关于转让和处置对此类产品和材料的所有权的指示。在收到此类终止通知后 60 天内, 卖方应提交因此类终止而产生的所有索赔。买方有权在任何合理时间内检查和审核卖方与本订单相关的记录、设施、产品或材料以核实此类索赔。

16.2 买方应按订单价格支付买方已接受的成品, 并基于买方可能进行的任何审计和普遍接受的会计原则, 支付可归属于被终止的产品的在制品和原材料(不重复付款); 但上述款项应减去 (a) 卖方未经买方同意而使用或出售的任何物品的合理价值或成本(以较高者为准); (b) 卖方经买方同意使用或出售的任何物品的约定价值; (c) 任何有缺陷、受损或被毁坏的产品或材料的成本。买方不会向卖方支付超出订单或材料供应单的成品、在制品和原材料的费用。买方仅负责承担最多两 (2) 周成品和六 (6) 周在制品及原材料的费用。买方不承担未经买方书面授权超出上述最高水平的卖方存货的任何费用。

16.3 根据本条支付的款项不应超过本订单规定的总价减去以其他方式支付或将支付的款项。如果订单终止, 根据本条款进行付款应构成买方的唯一责任。除非本订单另有规定, 否则本条规定不适用于买方因卖方违约或法律或本订单允许的任何其他原因而取消的任何交易。

- 17. PROPRIETARY INFORMATION AND NON-SOLICITATION:** While performing the contract services described herein for Buyer and hereafter, Seller will hold in trust and strictest confidence all Buyer's proprietary, confidential and valuable business information including, but not limited to, manufacturing processes, equipment, new processes and procedures, know-how, customer and supplier information, trade secrets and business techniques. Additionally, Seller will not, at any time without Buyer's prior written consent, directly or indirectly, solicit or induce or attempt to induce any Buyer employee or representative to terminate his or her relationship with Buyer.

专有信息和竞业禁止: 在为买方履行本文所述的合同服务期间及以后, 卖方应对买方的所有专有、机密和有价值的商业信息以最严格的方式保密, 包括但不限于制造过程、设备、新工艺和程序、专有技术、客户和供应商信息、商业秘密和业务技术。此外, 未经买方事先书面同意, 卖方在任何时候都不应直接或间接地招揽、引诱或试图引诱买方的任何员工或代表终止其与买方的关系。

- 18. COMPLIANCE WITH APPLICABLE LAWS:** Each Party will comply with all relevant laws and legislation, including but not limited to the Foreign Corrupt Practices Act of the United States ("FCPA") and the Bribery Act 2010 of the UK ("UK Bribery Act").

遵守适用法律: 各方应遵守所有相关法律法规, 包括但不限于美国《海外反腐败法》(FCPA) 和英国《2010 年反贿赂法》。

- 19. WAIVER:** No failure or waiver by either Party in the enforcement of any condition or section of these terms will operate as a discharge of such condition or section, nor impair the right of the Parties to enforce the same in the event of any subsequent breach.

豁免: 任何一方不执行或放弃执行前述条款的任何条件或条款都不构成解除这些条件或条款, 也不会损害双方在未来出现违约时执行这些条件或条款的权利。

- 20. ASSIGNMENT:** Seller will not assign any of its rights or obligations under this Purchase Agreement or subcontract any of its obligations without Buyer's prior written consent.

转让: 未经买方事先书面同意, 卖方不得转让其在本采购协议项下的任何权利或义务, 也不得分包其任何义务。

- 21. FORCE MAJEURE: 21.1** Neither Party will be liable for any delay or failure to perform its obligations under this Purchase Agreement to the extent that such delay or failure is caused by an event or occurrence beyond such Party's reasonable control, such as acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material labor, equipment or transportation, or court injunction or order affecting such Party or Party's designated agents.

21.2 During any force majeure event affecting Seller's performance, Buyer may elect to purchase goods from other suppliers and reduce its orders to Seller without liability to Seller. If the force majeure event is unlikely to conclude within thirty (30) days, Buyer may terminate the Purchase Agreement without liability to Supplier. **不可抗力:** **21.1** 如果任何一方因超出其合理控制的事件或情形未能履行或延迟履行其在本采购协议下的义务, 则

不对任何此类未能履行或延迟履行负责。此类事件或情形包括但不限于天灾、任何政府当局 的行动(无论是否正当)、火灾、洪灾、风暴、爆炸、骚乱、自然灾害、战争、破坏、劳工纠纷(包括停工、罢工和怠工)、无法获得电力、重要人员、设备或无法运输,或影响相应方或其指定代理人的法院禁令或命令。

21.2 在任何影响卖方履约的不可抗力事件持续期间, 买方可以选择从其他供应商处采购货物, 减少对卖方的订单, 且不因此对卖方承担责任。如果不可抗力事件不太可能在三十 (30) 天内结束, 买方可以终止采购协议, 且无需对卖方承担责任。

- 22. LANGUAGE:** This Purchase Agreement may be issued in both Chinese and English. If there are any discrepancies between the two versions, the English language will control.

语言: 本采购协议可以中文和英文两种语言编制。如果两个版本之间有任何差异, 应以英文版为准。

- 23. APPLICABLE LAW; ARBITRATION: 23.1** This Purchase Agreement will be governed and construed in accordance with the laws of the People's Republic of China.

23.2 Any dispute arising from, out of, or in connection with this Purchase Agreement will be settled through friendly consultations between the Parties. Such consultations will begin immediately after one Party has delivered to the other Party a written request for such consultation. If within ninety (90) days following the date on which such notice is given, the dispute cannot be settled through consultations, the dispute will, upon request of either Party and with notice to the other Party, be submitted to arbitration in Shanghai under the auspices of Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Centre (the "SHIAC").

23.3 There will be three (3) arbitrators. Each Party will select one (1) arbitrator and both arbitrators will be selected within thirty (30) days after notice of the demand for arbitration. Such arbitrators will be freely selected, and the Parties will not be limited in their selection to any prescribed list. The chairman of the SHIAC will select the third arbitrator. If a Party does not appoint an arbitrator within thirty (30) days after selection of the first arbitrator, the relevant appointment will be made by the chairman of the SHIAC. The arbitration proceedings will be conducted in English. The arbitration tribunal will apply the arbitration rules of the SHIAC in effect on the date of this Purchase Agreement. The arbitral award will be final and binding upon all parties to such arbitration, not subject to any appeal, and will deal with the question of costs of arbitration.

适用法律; 仲裁: 23.1 本采购协议受中华人民共和国法律管辖, 并据其解释。

23.2 由本采购协议引起、产生或与本采购协议相关的任何争议应通过双方友好协商解决。在一方向另一方发出书面协商请求后, 应立即开始协商。如果在此类通知发出之日后九十 (90) 天内无法通过协商解决争议, 如任何一方要求如此并通知另一方, 争议应提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心("SHIAC")仲裁。

23.3 仲裁员应为三 (3) 名。每方应选择一 (1) 名仲裁员, 这两名仲裁员应在仲裁请求通知之日后三十 (30) 天内选出。双方应可以自由选择这两名仲裁员, 不限于任何规定的名单。上海国际经济贸易仲裁委员会/上海国际仲裁中心主任将选择第三名仲裁员。如果一方在另一方选出第一名仲裁员后三十 (30) 天内没有选出自己的仲裁员, 其仲裁员应由上海国际经济贸易仲裁委员会/上海国际仲裁中心主任选择。仲裁程序应采用英语。仲裁庭应适用在本采购协议 日期有效的上海国际经济贸易仲裁委员会/上海国际仲裁中心的仲裁规则。仲裁裁决应是终局的, 对仲裁所有当事方均有约束力, 不得上诉, 并将裁决仲裁费用问题。

