

PURCHASE ORDER TERMS AND CONDITIONS - CHINA

采购订单条款和条件-中国

Except as otherwise agreed by Electrical Components International, Inc., or its affiliates and/or subsidiaries (“Buyer”) in writing, the following terms and conditions will apply to all purchases made by Buyer.

除非Electrical Components International, Inc.或其附属公司和/或子公司（下称“买方”）另行书面协定，下列条款和条件将适用于买方的所有采购。

1. **OFFER; ACCEPTANCE; EXCLUSIVE TERMS.** Each purchase order (“Order”), together with these Terms and Conditions constitutes an offer by Electrical Components International, Inc. or its applicable affiliate and subsidiary (“Buyer”) to the party to whom such Order is addressed and such party’s applicable affiliate or subsidiary (“Seller”) to enter into the agreement it describes, and it shall be the complete and exclusive statement of such offer and agreement. An 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 Order. A contract is formed when Seller accepts the offer of Buyer. Each Order shall be deemed accepted upon the terms and conditions of such 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. Failure to reject an Order within five business days of issuance will be deemed an acceptance of the 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 Order. No purported acceptance of any 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 Buyer’s Chief Procurement Officer, 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 Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Order governs. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the transactions contemplated by each Order.

1. **要约；接受；排他性条款。** 每份采购订单（简称“订单”）连同本条款和条件共同构成 Electrical Components International, Inc.或其相关附属公司和子公司（下称“买方”）向订单接收方和接收方有关附属公司或子公司（下称“卖方”）发出的要约，根据该要约订立其所述协议，每份订单应构成对此类要约和协议的完整且唯一声明。订单并不构成买方对卖方发出的任何要约或建议（包括卖方报价、确认、发票或其它要约）的接受。如有任何卖方报价或建议被视为要约，该要约将被明确拒绝，并完全替换为构成该订单的要约。一旦卖方接受买方所发要约，即构成买、卖双方达成一致，订立合同。一旦卖方装运货物、履行服务、就订单货物开工、书面确认或执行任何其它行为，表明卖方确认存在与本订单标的有关的合同，即视为卖方接受该订单的条款和条件。如果收到订单后的五个工作日内未表明拒绝订单，将被视为接受该订单。接受仅限于接受此处所列条款和条件以及订单正面明确提述的条款和条件。除非买方首席采购官书面签字确认接受卖方提供的条款或条件，否则凡对订单条款和条件作出修订、替换、补充或以其它方式变更本条款和条件，而后声称接受订单，此类修订、替换或补充条款对买方不具约束力，且应视为已拒绝此类条款和条件并替换为本条款和条件，即便买方接受或支付任何货物运输费用或有其它

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类似买方行为。若该订单与买、卖双方此前或同期交换的任何协议或文件相抵触，应以该订单为准。《联合国国际货物销售合同公约》（简称CISG）对每份订单中规定的交易不尽适用。

2. **PRICE.** Buyer shall not be billed at prices higher than specified on the front of this Order. Seller represents that each price for items sold under this Order is the lowest price charged by Seller during the term of this Order to any other customer for the same or like items in equal or less quantity on similar terms and conditions and that such prices comply with applicable government regulations in effect at time of quotation, sale, or delivery. No price increase shall be effective unless Buyer approves the price increase in advance in writing. Seller shall give Buyer written notice of any proposed price increase ninety (90) days prior to the proposed effective date and shall, upon request, document the basis for its request. Any approved price increase will not apply to items past due on the effective date and Buyer will not approve any retroactive price increases. Seller agrees that any price reduction made in any items covered by this Purchase Order subsequent to the placement of this Order will be applicable to this Order. Buyer may pay all discounts provided for on invoices within the time stated on such invoices, which shall be calculated from the date an acceptable invoice is received or the date that the goods are received, whichever is later. The discount period shall not commence on orders for tooling until items for such tooling are received and approved by the Buyer.

2. **价格。** 买方开具账单的金额不得高于本订单正面规定的价格。卖方声明，比价卖方在本订单有效内向任何其他客户供应相同或类似货物，在货物数量相同或更少的情况下，根据该订单出售的货物的每笔价格均为最低价格，且价格符合报价、销售或交货时现行有效的相关政府法规。未买方事先书面批准价格上调，擅自上调价格无效。卖方应在拟定生效日期前九十（90）天向买方发出任何拟定涨价的书面通知，并应买方要求说明涨价依据。任何经批准的价格上调不适用于涨价生效日期已到期的货物，且买方不会批准任何追溯性的涨价。卖方同意，如该采购订单生效后，订单所涵盖的任何货物的价格出现下调，则此类降价同样适用于本订单。买方可在发票规定的时间内计算发票上规定的所有折扣，自收到发票之日算起或收到货物之日算起，以较晚者为准。买方接收并批准订单工装前，不得开始对此类工装订单计算折扣期。

3. **DELIVERY.** Time and rate of deliveries are of the essence of this Order. Buyer reserves the right to cancel this Order without charge and/or reject the goods because of default by Seller in time or rate of delivery. Buyer at its option may approve revisions to this contract, but only when agreed to in writing by the Buyer. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Goods arriving to Buyer past due or in advance of Buyer's material delivery schedule may be rejected or returned to Seller at Seller's expense, including any administrative costs plus any costs associated with charge-backs from the Buyer's customers. The Buyer may also chargeback to the Seller, lost production time and profit resulting from lack of Seller's timely delivery or performance. Seller shall not reserve a security interest in goods shipped to Buyer. The seller must provide "Certificate of Origin" of the purchased item before first delivery. Title to and the risk of any loss of or damage to the items subject to this Order shall pass from Seller to Buyer F.O.B. Buyer's plant. Passing of title upon such delivery shall not constitute acceptance of the Products by Buyer or relieve Seller of any of its obligations hereunder.

3. **交货。** 交货时间和交货速度是本订单的核心内容。如果卖方违约，买方有权取消本订单且不支付任何费用，和/或拒收货物。买方可自行决定批准对本合同的修订，但前提须必须出具书面同意方为有效批准。卖方不得违背交货计划作出超量生产或提前交货的生产安排或重大承诺。逾期或提前送达买方的货物可能被拒收或退还至卖方，相关费用由卖方承担，包括任何行政管理费用

以及与买方客户退款相关的任何费用。如因卖方未及时交货或履约而造成买方时间和利润的损失，买方亦可向卖方退单拒付。卖方不得对运送至买方的货物保留担保权益。卖方必须在首次交货前提供所购货物的“原产地证书”。在买方工厂完成目的地交货后，本订单项下货物的所有权和任何损失或损害风险应即刻从卖方转移至买方。交货时货物所有权的转移不应构成买方对产品的验收，亦不得视为解除卖方在本协议项下的任何义务。

4. REJECTIONS. All goods may be subject to inspection and test by Buyer at place of manufacture or at destination or at both. If any goods are found to be defective or in any way not in conformity with requirements of this Order, (including any applicable drawings or specifications), Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense and to receive full reimbursement for any such rejected goods as well as any administrative costs, lost production time costs and other associated costs, or upon written request of Buyer, to receive replacement of any such rejected goods without additional cost to Buyer, but Seller shall be responsible for all of buyer's administrative costs, at the rate of 25% of the value of the rejected goods cost resulting therefore and/or lost profit from such initial return goods.

4.拒收。所有货物均可由买方在生产地或目的地或两地进行检验和测试。如果发现有任何货物存在缺陷或在任何方面不符合本订单的要求（包括不符合任何适用的图纸或规格），买方除了在保证或其它条款项下可能拥有的任何其它权利外，还应有权拒收和退回该等有缺陷货物，相关费用由卖方承担，并有权就任何该等拒收货物产生的任何管理费用、生产时间损失成本和其它相关费用获得全额补偿，或在买方提出书面要求后，由卖方重新向买方运送新的货物替换该等拒收货物，买方无需为换货支付额外费用，但卖方应负责承担买方的所有由此产生的管理费用（拒收货物价值的25%），和/或因该等首批退货造成的利润损失。

5. BUYER'S PROPERTY. Unless otherwise agreed to in writing, layouts, models, all tools, gauges, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, special appliances, and other equipment or materials of every description furnished to Seller by Buyer, or any materials affixed or attached thereto, shall remain the property of the Buyer ("Buyer's Property"). Such property (and whenever practical, each individual item thereof), shall be plainly marked or otherwise adequately identified by Seller as "property of Electrical Components International" and shall be safely stored separate and apart from Seller's property and shall be subject to examination by Buyer. Seller shall not substitute any property for Buyer's Property and shall not use such except in filling Buyer's orders. Buyer's Property, while in Seller's custody or control, shall be maintained in good condition at Seller's expense, shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. Buyer's Property shall be subject to removal at Buyer's written request, in which event Seller shall prepare Buyer's Property for shipment and shall deliver the same to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Any special tooling, the full cost, or a substantial portion of the cost of which is included in the price of Buyer's orders, shall upon completion of orders become property of Buyer. Seller shall return the same to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

5.买方财产。除非另有书面约定，否则买方提供给卖方的布局、模型、所有工具、计量器、设计、草图、图纸、蓝图、图案、模具、规格、工程数据或其它技术或专有信息、专用器具、其它各种设备或材料，或上述文件或器具配套或附带的任何材料，均应属于买方财产（“买方财产”）

。该等财产（以及在可行的情况下，该等财产的每件单独物品）应由卖方清楚标记或以其它方式充分标识为“Electrical Components International, Inc.财产”，应与卖方财产分开安全存放，并须接受买方检查。卖方不得将任何财产替换为买方财产，且不得为填写买方订单以外之目的使用该等财产。由卖方保管或管理的买方财产应保持完好，相关费用和 risk 均由卖方承担，并且卖方应自费为其保管的买方财产投保，投保金额等于因此类财产损失而应向给买方支付的重置费用。应买方书面要求，可从卖方处移除买方财产，在此种情况下，卖方应提前准备好买方财产以便装运，并应以卖方最初接收财产时的相同状况将其原样交还买方，合理磨损和损耗除外。买方订单价格中已包含全部或大部分成本的任何专用工装，应在订单完成后成为买方财产。卖方应将上述专用工艺装备返还买方或按照买方的指示或批准对其进行其它处置。

6. PATENT RIGHTS. All discoveries, inventions, and designs, whether or not patentable or subject to copyright, conceived or reduced to practice by Seller or its employees in connection with the supply pursuant to this Order, of any item as to which Buyer furnishes the specifications, shall be promptly disclosed to Buyer and shall become the property of Buyer. Seller and its employees shall, upon request, execute all papers necessary to assign such discoveries, inventions, and designs to Buyer and to cause at Buyer's expense patent applications to be filed thereon in favor of Buyer. The decision as to whether to file patent applications and to prosecute same shall be made solely by Buyer.

6. 专利权。由卖方或其员工构思或实践的，与根据本订单供应的任何货物（由买方提供规格）有关的所有发现、发明和设计（无论是否可申请专利或受版权保护），均应立即披露给买方，并成为买方的财产。应买方要求，卖方及其员工应签署所有必要的文件，声明将该等发现、发明和设计转让给买方，并督促买方以买方为受益人提出专利申请，费用由买方承担。买方可自行决定是否提交专利申请或提起专利诉讼。

7. CHANGES. Buyer shall have the right to make changes in the Order by giving notice to the Seller. If such changes cause an increase or decrease in the amount due under the Order or in the time required for its performance, an equitable adjustment may be made, and the Order shall be modified accordingly. If any quantity ordered on an individual Purchase Order Form or on a Material Delivery Schedule is decreased or canceled by Buyer, it shall be Seller's responsibility to minimize the effects/costs, including diverting material for other uses. Any claim for adjustment must be asserted by the Seller in writing within five (5) days from the date the change is ordered. Nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this Order as changed. Seller shall not make changes in specifications, physical composition of, or processes used to manufacture goods hereunder without Buyer's prior written consent.

7. 变更。买方有权通过向卖方发出通知变更订单。如果此类变更导致本订单项下的到期金额或本订单履约期增加或减少，可进行公平调整，并对本订单作出相应修正。如果买方减少或取消某份单独订购单或材料交货明细表上的任何订购数量，卖方应负责将影响/成本降至最低，包括将材料转用作其它用途。卖方必须在要求变更之日起的五（5）天内以书面形式提出任何调整要求。本款中的任何内容均不得免除针对卖方任何延迟履约的诉讼，即使本订单经变更后不再延迟履行。未经买方事先书面同意，卖方不得更改本订单项下货物的规格、物理成分或制造过程。

8. ASSIGNMENT AND SUBCONTRACTING. No assignment of this Order shall be binding upon Buyer until Buyer's written consent thereto is obtained. Seller shall not procure or contract for the procurement of any item covered by this Order in completed or substantially completed form without first securing the written consent of the Buyer.

8.转让和分包。未经买方书面同意，就本订单进行的转让对买方不具约束力。未经买方事先书面同意，卖方不得以填妥或大致填妥的表单采购或承包本订单所涵盖的任何货物。

9. INDEMNIFICATIONS. Seller shall defend and shall indemnify and hold harmless Buyer, its successors, assigns, customers, and the users of its products, from all loss and damage including reasonable attorney's fees, by reason of any and all claims and suits charging damage or injury or charging infringement of any patent, trademark, copyright or other property right arising out of the sale or use of any goods furnished hereunder except that Seller shall have no liability with respect to patent infringement for goods as to which Buyer furnishes complete specifications. Seller shall upon request, provide product liability insurance, naming Buyer as an additional insured, in limits acceptable to Buyer.

9.赔偿。卖方应为买方、其继承人、受让人、客户以及其产品的用户辩护并作出赔偿，使其免于承担因销售或使用本订单项下提供的任何货物而遭受任何及所有索赔和诉讼，从而导致的所有损失和损害，包括合理的律师费，但由买方提供完整规格的货物的专利侵权责任除外，卖方无需承担。卖方应根据要求投保产品责任险，并在买方可接受的范围内指定买方为附加受保人。

10. WARRANTIES. By accepting this offer, Seller warrants that all items delivered under this Order will be merchantable and free from defects in material and workmanship (including damage due to unsatisfactory packaging by Seller), that all items delivered will be strictly in accordance with Buyer's terms, specifications, drawings, and approved sample, if any, and to extent such items are not manufactured pursuant to detailed designs furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes.

10.保证。通过接受本要约，卖方保证根据本订单交付的所有货物均可正常出售且无材料和工艺缺陷（包括因卖方包装不合格而造成的损坏），交付的所有货物均严格符合买方的条款、规格、图纸和认可样品（如有），并保证如有货物并非根据买方提供的详细设计图制造，所有此类货物均无设计缺陷并适合预期用途。

11. SURVIVAL OF IDEMNIFICATIONS AND WARRANTIES. Seller's obligations under Paragraphs 9 and 10 hereinabove shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance, of the goods, payment therefore and/or termination, and shall run to Buyer, its successors, assigns, customers and the users of its products.

11.赔偿和保证的有效性。卖方在上述第9款和第10款项下的义务不应被视为排他性义务，应在货物验收、付款和/或订单终止后仍继续有效，与任何服务质保和担保（如有）一同适用，并应继续向买方、其继承人、受让人、客户和其产品的用户履行此类质保服务和赔偿义务。

12. DEFAULTS - BANKRUPTCY - CANCELLATION. Buyer may cancel this Order in whole or in part: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or a receiver or liquidator for Seller is appointed or applied for, or if Seller admits in writing its inability to pay its debts as they become due, or (b) if any proceeding under any applicable Federal or State bankruptcy or insolvency law is brought by or against Seller, or (c) if, at any time Seller shall default in performance or shall so fail to make progress in the work as to endanger performance hereunder in the sole discretion of Buyer, or (d) if Buyer's customers cancel, (or in any other way render obsolete) requirements for goods specified in this Order. After receipt of notice for any such termination, Buyer, at its option, may require the Seller to transfer title and deliver

to Buyer any satisfactorily completed work and such work in process and all associated raw materials as the Seller has specifically produced or specifically acquired for the performance of such part of the Order as has been canceled. Upon any such termination pursuant to this clause, if the cost of completion of the Order is in excess of the contract price, then Seller shall be liable for such excess. However, except with respect to default of subcontractors, the Seller shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Seller and its subcontractors, and without the fault or negligence of either of them, the Seller shall not be liable for any costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to comply with the Order. Buyer shall not be liable for any delay or failure to perform its obligations if delay or failure arises from causes beyond the control of Buyer. The term "causes beyond the control" as used herein may include but is not restricted to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Seller and its subcontractor or of the Buyer, as the case may be. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Order.

12. 违约-破产-取消。发生下列情形之一的，买方可全部或部分取消本订单：（a）如果卖方资不抵债或为债权人的利益进行一般转让，或卖方指定接管人或清算人，或如果卖方书面承认其无力偿还到期债务；或（b）如果卖方根据联邦或州任何有关破产或资不抵债的法律提起任何诉讼或针对卖方提起此类破产或资不抵债诉讼；或（c）如果卖方在任何时候不履行义务或未能在工作中取得进展，经买方酌情决定认为此情况已危及本订单项下的履约；或（d）如果买方的客户取消对本订单标的货物的要求（或以任何其它方式使其淘汰）。在收到任何此类终止通知后，买方可自行决定要求卖方转让所有权，并向买方交付任何圆满完工的成品、在制品以及卖方为履行现已取消的订单部分而专门生产或专门采购的所有相关原材料。根据本条款终止后，如果订单的完成成本超过合同价格，则卖方应承担超出部分的费用。但是，除分包商的违约外，因卖方不可控原因导致的非卖方过失或疏忽的违约行为，卖方不承担任何额外费用。如果因分包商的违约行为导致无法履约，且此等违约因卖方及其分包商不可控原因导致，非因卖方及其分包商过失或疏忽导致，卖方不承担任何违约费用，但分包商有足够的时间从其它来源获得其供应货物或服务从而履行订单义务的情况除外。如果因买方不可控原因导致延迟或未能履行其义务，买方不承担任何责任。在本条款中，“不可控原因”可能包括但不限于：天灾或公害、政府在主权行为、火灾、洪水、流行病、疫情、检疫管制、罢工、货物禁运或异常恶劣的天气；在任何情况下，此类无法履约必须满足超出卖方及其分包商或买方（视情况而定）的控制范围且各方无过失或疏忽的前提条件。本条中规定的买方的权利和补救措施不具有排他性，是法律或订单中规定的任何其它权利和补救措施的补充。

13. USE OF DESIGNS, DATA, ETC. Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, completed production parts or other technical or proprietary information furnished by Buyer ("Proprietary Information") and use such items only in the production of items under this Order or other orders from Buyer and not otherwise unless Buyer's written consent is first obtained. Upon completion or termination of this order, or sooner if requested by Buyer, Seller shall return all Proprietary Information to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

- 13.设计、资料等的使用。** 卖方同意对买方提供的任何设备、工具、计量器、图案、设计、图纸、工程数据、成品生产零件或其它技术或专有信息（“专有信息”）保密，并仅为生产本订单或买方其它订单项下的货物之目的使用此类专有信息，未经买方事先书面同意，不得将此类专有信息用于其它目的。在本订单完成或终止后，或在买方要求的更早时间，卖方应将所有专有信息归还买方，或根据买方的指示或批准对此类专有信息进行其它处置。
- 14. VERIFICATION.** Buyer has the right at any reasonable time and upon reasonable request to verify any data that the Supplier has submitted under this Agreement.
- 14.核实。** 买方有权在任何合理时间根据合理要求核实供应商在本订单项下提交的任何数据。
- 15. SET-OFF.** Buyer shall have the right at all times to set off (deduct from payments) any amount owing from Seller to Buyer.
- 15.抵销。** 买方应有权随时抵销（从应付款项中扣除）卖方拖欠买方的任何款项。
- 16. LABOR LAWS.** All goods shall be produced, and services rendered under conditions which meet the applicable requirements of the Labor Law of the People’s Republic of China, as amended, and the Labor Contract Law of the People’s Republic of China, as amended, and all applicable national, provincial and local laws and regulations governing wages, hours and conditions of labor. Seller shall insert a certificate on all invoices submitted in connection with this Order stating that the goods or services were produced or rendered in compliance with the requirements of the Labor Law of the People’s Republic of China, as amended, and the Labor Contract Law of the People’s Republic of China. Seller warrants that no child labor or prison or indentured labor has in any manner been used by the Seller. The Seller further agrees to hold the Company harmless for any citations or penalties received by the Company as a result of the Seller's activities.
- 16.劳工法。** 生产的所有货物以及提供的所有服务均应符合《中华人民共和国劳动法》（修订本）和《中华人民共和国劳动合同法》（修订本）的有关要求，以及所有适用的国家、省和地方关于工资、工时和劳动条件的法律法规。卖方应在出具的与本订单有关的所有发票上插入一份证明，说明其生产的所有货物以及提供的所有服务均符合《中华人民共和国劳动法》（修订本）和《中华人民共和国劳动合同法》（修订本）的要求。卖方保证，卖方未以任何方式使用童工或服刑人员或契约劳工。卖方进一步同意保护公司免受因卖方的活动而遭受任何引述或处罚。
- 17. INDUSTRIAL LAWS.** The Seller agrees that neither the Seller nor any of the persons furnishing materials or performing work or services, which are required by this Order, are employees of Buyer within the meaning or the application of any national, provincial and/or local ordinances and regulations affecting employment. The Seller hereby agrees at its own expense to comply with such laws and to be responsible for all liabilities or obligations imposed by any one or more of such laws and/or ordinances and regulations with respect to this agreement and to hold Buyer harmless therefrom.
- 17.行业法。** 卖方同意，卖方或根据本订单的要求提供材料或执行工作或履行服务的任何人员，均不是任何国家、省和/或地方法令和法规定义或适用范围内的影响雇佣的买方雇员。卖方特此同意遵守行业有关法律，相关费用自行承担，并承担任何一项或多项该等法律和/或法令和法规就本协议所施加的所有责任或义务，保护买方免于承受该等责任或义务。
- 18. COMPLIANCE WITH OTHER LAWS.** Seller will comply with all national, provincial and local laws, rules and regulations that may be applicable to this Order.

18.遵守其它法律。 卖方确保遵守可能适用于本订单的所有国家、省和地方的法律、法规和条例。

19. MODIFICATION OF AGREEMENT. This Order contains all the agreements and conditions of these transactions and no agreement or other understanding in any way modifying the terms and conditions hereof will be binding upon the Buyer unless made in writing as a change of the Order and signed by Buyer's Chief Procurement Officer.

19.协议修订。 本订单包含有关这些交易的所有协议和条件，除非以书面形式变更订单并由买方首席采购官签字确认，否则关于以任何方式对本订单的条款和条件做出任何修订的协议或其它约定对买方均不具有约束力。

20. CONTINGENCIES. Buyer reserves the right at its option and without liability either to direct suspension of shipments of materials covered by this Order or to cancel this Order, in whole or in part, at any time, without charge to the Buyer, where such suspension or cancellation is caused by Government order or Buyer's customers request or other requirements, embargoes, acts of civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, differences with workmen, accidents at plant of Buyer or Defense Materials System Priority Regulations or other law or order or regulation or other contingencies beyond control of Buyer.

20.或有事项。 如果因政府命令或买方客户要求或其他要求、禁运、民事或军事当局行为、公敌行为、运输设施不可安全使用、罢工、工人差异、买方工厂事故或国防材料系统优先条例或其它法律、命令或法规或买方无法控制的其它意外事件而导致本订单被暂停或取消，买方有权自行选择，直接暂停本订单所涵盖材料的发货或随时全部或部分取消本订单，无需就此承担任何责任。

21. NO WAIVER OF CONDITIONS. Failure of Buyer to insist upon strict performance of any of the terms and conditions of this Order shall not constitute a waiver of such terms and conditions or a waiver of any default.

21.不放弃任何条件。 买方未能坚持严格履行本订单的任何条款和条件不应构成对该等条款和条件的弃权或对任何违约的豁免。

22. NOTICES. Any notice required or permitted herein shall be in writing and sent to the other party at such party's address as follows or to such other address as such party shall designate by notice and shall be sent by certified mail, return receipt requested, by overnight courier, or by facsimile transmission to the number given by the other party (put in addresses for both or refer to addresses elsewhere in the order.)

22.通知。 本协议要求或许可的任何通知应以书面形式按下列地址或另一方通过通知指定的其它地址送达另一方，通知应通过回执挂号信、隔夜快递或通过另一方提供传真号传真送达（填写双方的地址或参考订单中的其它地址。）

23. UNITED STATES GOVERNMENT CONTRACTS AND SUBCONTRACTS. With respect to purchases under United States Government contracts and subcontracts, the parties hereto hereby incorporate as a part of this Order all of the clauses set forth or referred to in section VII of the Armed Services Procurement Regulations (as the same are in effect at any time during the performance hereof) which are required to be included herein by such regulations. Where necessary to make the context of such required clauses applicable to this Order, the term "Government" and equivalent phrases shall mean the Buyer and the term "contractor" shall mean the Seller, and the term "contract" shall mean this Order. In the event of any conflict between the provisions of any of the clauses of the Armed



Services Procurement Regulations hereby incorporated into this agreement and any other terms and conditions of this Order, the provisions of the clauses of the Armed Services Procurement Regulations so incorporated shall govern. NOTE: The Armed Services Procurement Regulations are obtainable from the Superintendent of Documents, U.S. Government Printing Office, P.O. Box 371954, Pittsburgh, Pennsylvania 15250.

23. 美国政府合同和分包合同。关于根据根据美国政府合同和分包合同进行的采购，本协议双方特此将《军队采购条例》第七节（在履行本协议期间的任何时间现行有效）中规定或提及的所有条款纳入本订单，作为本订单的组成部分。必要时，使此类要求条款的内容适用于本订单，“政府”和类似短语应指买方，“承包商”应指卖方，“合同”应指本采购订单。如果本协议所引用的《军队采购条例》的任何条款与本订单的任何其它条款和条件相抵触，则应以所引用的《军队采购条例》的条款为准。注：《军队采购条例》可向美国政府印刷局文件主管索取，邮政信箱：371954，宾夕法尼亚州匹兹堡，邮编：15250

24. CONTROL. Any conflict between the terms hereof and the terms of any Order issued by Buyer or any other document issued by Buyer other than an amendment hereto or acknowledgments or other documents issued by Seller, these conditions and terms shall control unless such document is specifically acknowledged by both parties in writing to be an amendment to the terms and conditions hereof.

24. 控制。如果本协议条款与买方出具的任何订单的条款或买方出具的任何其它文件相抵触，应以本协议条件和条款为准，不包括本协议修订条款或卖方发出的确认书或其它文件，但双方以书面形式明确确认该文件为本协议条款和条件的修订版的情况除外。

25. CHOICE OF LAW AND FORUM. This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China. Seller consents to the exclusive jurisdiction of the appropriate court in Shanghai, China for any legal or equitable action or proceeding arising out of, or in connection with, each Order. Seller specifically waives any and all objections to venue in such courts.

25. 法律和法院的选择。本协议受中华人民共和国法律管辖，并按中华人民共和国法律对其解释。卖方同意因每份订单引起或与之相关的任何法律或衡平法诉讼或法律程序均应提交中国上海的有关法院，该等法院对本协议具专属管辖权。卖方明确放弃对该等法院审判地点提出任何及所有异议。

26. INTERNATIONAL TRADE AND NAFTA: The Supplier agrees to comply with all international trade regulations arising from its contractual obligation and provide ECI, through its appointed customs specialist, all documentation required for country of origin validation of goods, object and subject of this transaction, including (but not limited to): Statement of Origin, NAFTA (North American Free Trade Agreement) Certificate of Origin current and valid, and/or Manufacturer's Affidavit; as applicable, either in case of requirement from ECI or any of its subsidiaries, or when such documentation is required by customs authorities.

26. 国际贸易和北美自由贸易协定：供应商同意遵守因其合同义务而产生的所有国际贸易法规，并应ECI或其任何子公司要求或海关当局要求（则视情况而定），通过其指定的海关专员向ECI提供本交易涉及货物、对象和标的的原产国核验所需的所有文件，包括（但不限于）：原产地声明、NAFTA（北美自由贸易协定）现行有效的原产地证书和/或制造商的承诺书。

27. **CTPAT AND AUTHORIZED ECONOMIC OPERATOR AEO (NEEC):** The Supplier agrees to comply with all international trade regulations arising from its contractual obligation and provide ECI, through its International Trade Compliance specialist, documentation for validation of participation on the CTPAT or AEO programs, Supply Chain Security Assessment Survey or a statement of minimum supply chain security criteria compliance from a company authorized officer, as applicable.

27.CTPAT和授权经济运营商AEO（NEEC）： 供应商同意遵守因其合同义务而产生的所有国际贸易法规，并通过其国际贸易合规专家向ECI提供参与CTPAT或AEO项目的核验文件、供应链安全评估调查或公司授权职员的最低供应链安全标准合规声明（如适用）。

28. **CONFLICTS OF INTEREST:** The Seller, including, but not limited to, its shareholders, directors, officers, employees, agents or other person acting on behalf of the Seller, has, directly or indirectly, given or agreed to give any money, gift or similar benefit (other than legal price concessions to customers in the ordinary course of business) to: (a) any customer, supplier, employee or agent of a customer or supplier, or (b) any official or employee of any governmental entity.

28.利益冲突： 卖方（包括但不限于其股东、董事、高级职员、员工、代理人或代表卖方行事的其他人员），已直接或间接给予或同意给予（a）客户或供应商的任何客户、供应商、员工或代理人，或（b）任何政府实体的任何官员或职员任何金钱、礼物或类似利益（在正常业务过程中给予客户的合法价格优惠除外）。