

1. **定义** - 本协议指买卖双方由其各自授权代表正式签署的旨在销售或提供货物以及购买或使用服务的纸质或电子协议, 买方将根据本协议的规定出具采购订单。卖方指在本协议或采购订单中确定为卖方的一方。合同指本协议、采购订单、本采购和采购订单中涉及的所有纸质或电子文件以及买方和卖方签署的任何保密或秘密协议, 以及所有该等文件的附件和修订文本。货物指卖方根据合同交付或提供的任何货物或服务。价格指买方根据合同就货物而需支付的任何款项。

**DEFINITIONS** - Agreement means a paper or electronic agreement between Seller and Purchaser duly executed by authorized representatives of both parties to sell or provide and to buy or use goods or services pursuant to which a Purchase Order is issued by the Purchaser. Seller means the party identified as the Seller in the Agreement or the Purchase Order. Contract means the Agreement, if any, Purchase Order, all paper or electronic documents incorporated by reference under the Agreement and the Purchase Order, these terms and conditions themselves and any confidentiality or secrecy agreement executed by Purchaser and Seller, and all exhibits and amendments to all such documents. Items mean any goods or services to be provided or performed by Seller under the Contract. Price means the amount to be paid by Purchaser to Seller under the Contract for the Items.

2. **接受** - 卖方确认接受任何采购订单须明确受限于合同条款, 并且, 买方不接受任何报价、订单、确认函、发票或与其他卖方签署的其他文件中含有的任何与之相悖的条款。卖方或买方出具的任何采购订单、发货单、确认函、发票或其他纸质或电子文件(除本协议外)中的任何条款和条件均被本协议替代。在收到采购订单后, 卖方发运货物或履行服务, 应视为同意接受本协议以及合同中的所有其他规定。

**ACCEPTANCE** - Seller's acceptance of any Purchase Order shall be expressly limited to the terms of the Contract, and Purchaser objects to any contrary term contained in any quotation, order, acknowledgement, invoice or other document originating with Seller. Any terms and conditions in any Purchase Order, any release order, acknowledgement, invoice or other paper or electronic document, other than the Agreement, issued by either Seller or Purchaser are superseded by these terms and conditions. By shipping goods or performing services after receipt of a Purchase Order, Seller shall conclusively be deemed to be bound by these terms and conditions and all other provisions of the Contract.

3. **总采购订单** - 如果买方指定采购订单为总采购订单, 则买方仅对之后另行发出的发货单中具体的数量负有采购义务。

**BLANKET ORDER** - If the Purchase Order is designated by Purchaser as a blanket order, Purchaser shall be obligated to purchase only those quantities of Items which it specifically requests under separate subsequent release orders issued by Purchaser to Seller.

4. **价格** - 价格应为采购订单中确定的价格, 除非该价格超过本协议中规定的价格, 或超过卖方向买方交货之日向其他客户销售该货物或类似货物的最低价, 在上述任何情形下, 应以较低价格为准。如采购订单或本协议中未规定价格, 则价格不应高于卖方就该等货物最近一次向买方收取的或报价的价格或报价。在交货前, 如买方得以低于标的价格的价格购买部分或全部货物或同等质量的类似货物, 买方应通知卖方。如卖方不能满足该较低价格, 则买方可自行选择从其他货源以较低价格购买货物, 在该等情形下, 就该部分货物或从其他货源购买的类似货物而言, 买方和卖方不承担合同项下的义务。

**PRICE** - The Price shall be that stated in the Purchase Order unless such price exceeds the Price stated in the Agreement, if any, or the lowest price at which Seller is selling Items or similar items to its other customers as of the date of delivery to Purchaser, in which case the lower price shall control. If there is no price stated in the Purchase Order or Agreement, the Price shall not be higher than that last charged or quoted by Seller for such Items by Seller. If prior to delivery of the Items, Purchaser is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Purchaser shall notify Seller. Should Seller fail to meet such lower price, Purchaser may, at its option, purchase from the other source at the lower price, in which event Purchaser and Seller shall be released of their obligations under the Contract in respect of that portion of the Items or similar items purchased from the other source.

5. **图纸和规格** - 买方或卖方提供给另一方的或合同中提及的任何规格、图纸、注释、说明、工程信息或技术数据均应通过引用归入本协议。卖方应全权并独立获取足以设计、生产、制造、构建和交付符合合同所有要求的货物所需的产品资料。买方保留其提供或促使他人提供给卖方的所有该等文件以及其所包含信息的所有权, 并且, 除履行本合同之外, 卖方不得为任何其他目的而使用任何该等文件或其中包含的信息。除买方或买方正式授权的一方外, 卖方不得向任何第三方公开该等文件或信息。应买方要求, 卖方应立即返还所有该等文件及其副本。

**DRAWINGS AND SPECIFICATIONS** - Any specifications, drawings, notes, instructions, engineering information, or technical data furnished by either Purchaser or Seller to the other, or referred to in the Contract shall be incorporated herein by reference. Seller shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver the Items in compliance with all requirements of the Contract. Purchaser shall retain title to all such documents which it provides or causes to be given to Seller, and Seller shall not use any of such documents or the information contained therein for any purpose other than in performance of the Contract. Seller shall not disclose such documents or information to any party other than Purchaser or a party duly authorized by Purchaser. Upon Purchaser's request, Seller shall promptly return to Purchaser all such documents and copies thereof.

6. **交货** - 卖方应按照采购订单中规定的日期向买方交付货物。如卖方预计其不能在规定的日期交付货物, 则应以最快的方式立即通知买方不能按期交货和预计的实际交货日期。如卖方未能在采购订单中规定的日期交付货物, 买方可以终止合同并寻求其他救济。卖方应将所有货物以订单价交付至买方在采购订单中规定的目的地, 货物所有权在买方、其代理人或收货人收到完整状态的货物(不管买方是否业已为货物支付全额款项)之后转移给买方, 此前卖方应承担毁损灭失风险。卖方应在发货日以订单价格将提单和装船通知单直接邮递至目的地。提单应标注相关的采购订单编号。买方作出路径指示的, 卖方应当接受, 因遵守该等指示而产生的任何费用减少利益应归买方

享有。

**DELIVERY** - The Seller shall deliver the Items to Purchaser on the date(s) indicated in the Purchase Order. If Seller anticipates that it will not deliver the Items on the date(s) indicated, Seller shall immediately notify Purchaser by the fastest available means of the anticipated failure and the anticipated actual delivery date. If Seller fails to make delivery of any part of the Items on the date(s) indicated in the Purchase Order, the Purchaser may terminate the Contract and pursue other remedies. All shipments shall be delivered to the destination designated by Purchaser in the Purchase Order, and title and risk of loss shall remain with Seller until the Items in a completed state are received by Purchaser, its agent or consignee regardless of whether or not Purchaser has made full payment for the Items. Seller will mail Bills of Lading and Shipping Notices directly to the destination on the day of shipment. Bills of Lading shall indicate the relevant purchase order number. Purchaser may require adherence to its routing instructions, and any savings resulting from adherence to such instructions shall be for the benefit of Purchaser.

7. **保证** - 卖方保证货物将: (a)具备适销质量; (b)适合买方的目的; (c)质量上乘, 且在材质和工艺上无任何缺陷; (d)符合买方或卖方最严格的规范、性能保证和要求; 和(e)符合所有国家公认的法规和业已建立的行业标准。卖方向买方出售的所有货物应无任何留置权和债权。在货物检验、交付和验收后和/或买方付款后, 卖方的声明和保证依然有效。如货物不符合任何该等保证, 买方可以选择由卖方维修或替换缺陷货物, 并按照订单价将货物交付至指定地点, 费用由卖方负担, 或者, 如标的为服务的, 应重新履行该等服务, 费用由卖方承担。如卖方不能在合理时间内维修或替换货物, 或重新履行该等服务的, 买方可以采取一切必要的措施来补救对违反保证的行为和/或终止采购订单和/或合同。在任何情形下, 卖方应当赔偿买方由于其违反保证而产生的任何费用和损害。前述保证和义务亦应适用于卖方维修、替换或重新履行而提供的货物。除经买方明确书面同意, 卖方文件中任何明示或暗示的放弃保证和责任限制的弃权均无效。并且, 即使取得买方书面同意, 如卖方在履行本合同过程中有任何不诚信之行为, 则弃权亦不适用。

**WARRANTY** - Seller warrants that the Items will (a) be of merchantable quality; (b) be fit for the Purchaser's particular purposes; (c) be of high quality and be free from defects in material and workmanship; (d) comply with the most stringent of Purchaser's or Seller's specifications, performance guarantees and requirements; and (e) comply with all nationally recognized codes and established industry standards. All Items shall be sold by Seller to Purchaser free and clear of any liens and encumbrances. Seller's warranties and guarantees shall survive inspection, delivery and acceptance of the Items and/or payment by Purchaser. If the Items do not conform to any of these warranties, then, at Purchaser's option, Seller shall repair or replace the defective Items, F.O.B. Purchaser's designated site at Seller's expense, or in the case of services, re-perform the services at Seller's expense. In the event that, in the reasonable opinion of Purchaser, Seller cannot repair or replace the items, or re-perform the services, within a reasonable time, then Purchaser may take all steps necessary to have the breach of warranty cured and/or may terminate the Purchase Order and/or the Contract. In any event, Seller shall be responsible for all expenses and damages which Purchaser incurs because of the breach of warranty. The foregoing warranties and obligations shall also apply to the Items supplied by Seller in such repair, replacement or re-performance. Disclaimers of express or implied warranties and limitations of liability in any Seller document will be of no effect unless specifically agreed to in writing by Purchaser, and even then shall not apply in the event of bad faith by the Seller in the performance of the Contract.

8. **变更** - 买方有权就货物、构成合同一部分的任何规格和/或图纸、运输方法或包装方法和/或交货时间和/或地点随时做出变更(包括增加和/或删减)。买方应书面通知卖方任何变更, 通知可以包含买方认为适当的履约所需的成本或时间的任何增加或减少。如果卖方不同意该等调整, 或者如果该等通知并不含有任何该等调整, 卖方仍有义务按照买方的指示立即履行该等变更, 而无须等到双方就任何调整达成一致。收到买方变更命令后卖方就调整提出的任何索赔, 须在卖方收到后的十(10)日内向买方提出书面主张, 否则, 索赔无效。

**CHANGES** - Purchaser shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract, method of shipment or packing and/or the time and/or place of delivery. Purchaser shall give Seller written notice of any such change which notice may include any increase or decrease in the cost of or the time required for performance of the Contract determined by Purchaser to be appropriate. If Seller does not agree with such adjustments, or if the notice does not contain any such adjustments; Seller shall still be obligated to proceed immediately with all of the changes directed by Purchaser without waiting to reach an agreement on any such adjustments. Any claims by Seller for adjustments after its receipt of Purchaser's change order must be asserted in writing to Purchaser not more than ten (10) days after such receipt by Seller or such claim shall be null and void.

9. **付款和发票** - 货物的具体付款条款在采购订单或本协议中载明。除非采购订单或本协议和/或买方签署的其他书面文件中另有规定, 卖方不得在发货或履行前出具任何发票, 并且, 买方无需在收到该等货物和相关的货物发票前付款。卖方应在发票上列明相关的买方的采购订单编号, 并且应将其交付至买方不时指定的地址。买方对于到期应付之款项, 可以因本合同或与卖方的任何其他交易的任何反诉进行冲抵。

**PAYMENTS AND INVOICES** - The specific terms of payment for all Items are stated in the Purchase Order or Agreement. Unless otherwise specified there or in a separate written instrument signed by Purchaser, no invoice shall be issued by the Seller prior to the shipment or performance of the Items covered thereby, and no payment shall be made prior to receipt of such Items and of a proper invoice for such Items. Seller shall indicate the appropriate Purchaser purchase order number on the invoice and shall deliver it to the address specified by Purchaser from time to time. All claims for money due from Purchaser shall be subject to set-off by Purchaser by reason of any counterclaim arising out of this Contract or any other transaction with Seller.

10. **检验** - 买方可以在合理时间对卖方制造、构建或筹备期间对本合同项下的货物进行检验, 并且有权在交货和/或完成时检验该等货物。即使货物经过检验并被接受, 如在检验或分析中发现任何缺陷, 买方仍可以在任何时间拒绝根据本合同提供的货物。买方有权将被拒货物退还给卖方, 卖方应当将全额款项退还给买方, 包括任何拆除、装运、和运输费用。

**INSPECTION** - Purchaser may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Purchaser's option, be returned to Seller for full refund to Purchaser, including removal, shipping and transportation charges.

11. **专利** - 卖方应赔偿并保护买方及其客户、承包商和代理人免受因货物的设计、生产、采购、使用或销售侵犯任何专利、版权或商标而产生的一切索赔, 并且应赔偿买方因任何所主张的侵权而产生的一切成本、费用、判决、责任和损害, 包括律师费。买方保留在任何侵权诉讼中由其他方代表的权利。如对于货物的使用有任何禁令, 卖方应采取买方要求的下述任何措施: (a) 为买方获得继续使用货物的权利; (b) 使用同等或更好的非侵权货物替换侵权货物; (c) 调整货物, 使其不再侵权, 但是该调整应确保货物具有同等或更适当的性能。

**PATENTS** - The Seller shall indemnify and hold harmless the Purchaser, its customers, contractors and agents from any and all claims for infringement of any patent, copyright or trademark by reason of the design, manufacture, purchase, use or sale of the Items and shall indemnify the Purchaser for all costs, expenses, judgments, liability and damages, including attorneys' fees, which the Purchaser may incur or have rendered against it by reason of any alleged infringement. Purchaser reserves the right to be represented in any infringement proceeding. In the event an injunction is obtained against use of the Items, Seller shall do any of the following requested by Purchaser: (a) procure for Purchaser the right to continue using the Items; (b) replace the Items with equivalent or better non-infringing Items; (c) modify the Items, so that they become non-infringing, provided they perform in an equivalent or better manner.

12. **合法合规** - 卖方保证提供给买方的任何货物或货物的生产、制造、构建、运输或使用不会违反或使得买方违反任何相关法律、法案、条例、法规、标准、规则、要求或命令。如果本条相关的任何法律、法案、条例、法规、标准、规则、要求或命令的规定存在冲突, 则适用较为严格或最为严格的规定。卖方一经从相关机构或买方处收到告知存在货物违反行为的通知, 卖方应立即自费采取一切必要措施, 以使所有货物符合相关的法律法规。如卖方未立即采取措施, 买方可以采取相应措施, 费用由卖方承担。卖方亦应负责支付因其所供货物未遵守上述要求而产生的任何罚款和/或罚金。

**COMPLIANCE WITH LAWS AND REGULATIONS** - Seller warrants that neither any of the Items provided to Purchaser nor their manufacture, fabrication, construction, transportation or use shall violate or cause Purchaser to be in violation of any law, code, ordinance, regulation, standard, rule, requirement or order. In the event of any conflict between the provisions of any laws, codes, ordinances, regulations, standards, rules, requirements or orders described in this Section, the more or most stringent provisions shall apply. Seller shall promptly take, at its expense, all action necessary to make all Items comply with the applicable laws, codes, ordinances, regulations, rules, standards, requirements or orders after Seller receives either from the applicable agency or from Purchaser a notice that some violation exists with respect to the Items. If Seller fails to promptly take such action, Purchaser may take all such action at Seller's expense. Seller shall also be liable for the payment of any penalties and/or fines imposed as a result of the failure of any Item provided by or for Seller hereunder to comply with all of the above requirements.

13. **行为原则** - 作为双方业务合作的条件, 买方要求其货物制造商和供应商及其服务运营遵守其行为准则, 该准则在 <https://www.westrock.com/en/supplier-resources> (the "Principles of Conduct") 内有详细描述。卖方须在遵守行为准则的前提下履行合同义务, 买方可以随时修订其行为准则。此外, 买方或与卖方共同就行为守则和其他合规性政策或其客户和许可证颁发者相关程序进行检查。卖方可据此判断其是否符合客户与许可证颁发者相关要求并及时书面告知买方。如果卖方同意遵守买方的客户或许可证颁发者所要求的行为准则或相关合规性政策与程序, 则该准则、政策和程序将成为卖方在此协议下的义务且可作为重要参考。卖方还须承诺向其提供产品或部件或服务的外包商和供应商遵守此行为准则及任何客户和许可证颁发者要求的已被卖方接受的准则、政策和程序。买方的代表和代理可随时对卖方及其外包商和供应商进行检查, 并约谈其员工, 以审查其对行为准则的合规性。买方客户和许可证颁发者的代表和代理亦有权对卖方及其外包商和供应商进行同类审查。卖方及其外包商和供应商须允许所有上述代表和代理进入相关工厂并对所有合理审查要求进行配合。上述权利和义务适用于所有为买方制造产品和部件或提供服务的工厂。卖方承认任何来自卖方或其外包商和供应商的对于卖方同意遵守的此行为准则及任何买方客户和许可证颁发者要求的准则、合规政策与程序的违反, 均构成对此协议的实质性违反。

**PRINCIPLES OF CONDUCT** - As a condition to doing business, Purchaser requires its manufacturers and suppliers of goods and its service providers to comply with its Principles, which can be found at <https://www.westrock.com/en/supplier-resources> (the "Principles of Conduct"). Seller shall conduct its business in compliance with the Principles of Conduct, as they may be amended from time to time by Purchaser. In addition, Purchaser may present to Seller for review the codes of conduct or other compliance policies and procedures of one or more of its customers and licensors. Seller shall then determine whether or not it can comply with such customer or licensor requirements, and shall promptly advise Purchaser accordingly in writing. If Seller agrees to comply with the codes of conduct or other compliance policies and procedures of any of Purchaser's customers or licensors, such codes, policies and procedures shall become obligations of Seller under this Agreement and shall be incorporated herein by reference. Seller also agrees to require its subcontractor and suppliers who manufacture products or components of the Items or provide

services for Purchaser to abide by the Principles of Conduct and any additional customer and licensor codes, policies and procedures to which Seller has agreed to comply. Purchaser's representatives and agents may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with the Principles of Conduct. The representatives and agents of Purchaser's customers and licensors may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with those additional codes of conduct and compliance policies and procedures to which Seller has agreed to comply. Seller and its subcontractors and suppliers shall grant all such representatives and agents access to their facilities, records and employees to conduct the audits, and Seller and its subcontractors and suppliers shall cooperate with all reasonable requests of the representatives and agents in the performance of the audits. The foregoing rights and obligations apply to all factories that manufacture products or components or provide services for Purchaser. Seller acknowledges that its failure or the failure of its subcontractors or supplier to comply with the Principles of Conduct, as well as any codes of conduct or other compliance policies and procedures of Purchaser's customers and licensors to which Seller has agreed to comply, will constitute a material breach of this Agreement.

14. **禁止不公平贸易行为、商业贿赂和商业腐败** - 卖方不得参与任何的贿赂、回扣、串通招投标、价格垄断或其他不公平贸易行为。卖方不得直接或间接向买方的采购经办人员或买方其他雇员提供任何形式的回扣。一旦买方发现卖方有此等行为, 买方有权立即终止本合同, 并保留追究卖方相关法律责任的权利。

**PROHIBITION OF UNFAIR TRADE PRACTICE, COMMERCIAL BRIBERY AND COMMERCIAL CORRUPTION** - Seller shall not engage in bribery, kickbacks, collusive bidding, price fixing or other unfair trade practices. Seller is prohibited from directly or indirectly offering commission in any form to WestRock's purchasing personnel or other employees of WestRock. WestRock has the right to terminate the Contract and reserves the right to raise legal actions against Seller if Seller is found by WestRock to have engaged in such behavior.

15. **反海外腐败法** - 卖方直接或间接提供的产品和/或服务, 应当遵守美国的反海外腐败法("FCPA")以及卖方在美国以外履行服务所在任何国家适用的反贿赂和反腐败法律("反腐败法律")。如果 a) 卖方知悉或有理由知道预期或已经发生的有关产品和/或服务的任何付款、要约或协议构成或可以构成违反 FCPA 或反腐败法律, 或 b) 在产品 and/或服务提供时, 卖方知悉或合理相信, 卖方直接或通过任何代理或服务提供方, 支付了 FCPA 项下(或如果卖方受限于该项法律会)或反腐败法律项下应受惩罚的任何贿赂, 卖方应当立即书面通知买方的总法律顾问, 地址为 504 Thrasher Street, Norcross, Georgia 30071。以上第 a) 段规定适用于卖方的行为, 不论所涉贿赂是否是关于或有益于产品和/或服务或公司; 但是, 发出该通知并不代表本协议下的违约, 除非实际或怀疑贿赂行为是关于本协议下所述产品和/或服务。买方应获准采取合理的措施避免、减少或调查该类对 FCPA 或反腐败法律的实际或潜在违反, 包括为此等目的在任何时间经合理通知审阅卖方账簿和记录以及进行审计。买方可以将本协议以及本协议下其取得的任何信息披露给买方酌情决定有需要了解该类信息的任何政府机构、监管机构或其他人。

**FCPA** - the Products and/or Services being directly or indirectly provided by Seller, shall comply with the U.S. Foreign Corrupt Practices Act ("FCPA") and the applicable anti-bribery and anti-corruption laws of any country outside the United States in which Seller will perform services ("Corrupt Practice Laws"). If a Seller learns of or has reason to know of any payment, offer or agreement relating to the Products and/or Services that is contemplated or that has occurred and that represents or could represent a violation of the FCPA or Corrupt Practices Laws or b) while the Products and/or Services are being provided, Seller learns or forms a reasonable belief that Seller, directly or through any agent or service provider, paid any bribe that is punishable under the FCPA (or would be if Seller was subject to that statute) or Corrupt Practices Laws, Seller shall immediately advise Company's General Counsel, in writing, at 504 Thrasher Street, Norcross, Georgia 30071. Subsection b) above applies to Seller's conduct irrespective of whether the bribe in question relates to or benefits the Products and/or Services or Company; however, the provision of such advice shall not represent a breach under the Agreement unless the actual or suspected bribe relates to the Products and/or Services contemplated under the Agreement. Company shall be permitted to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Seller's books and records and auditing for these purposes at any time upon reasonable notice. Company may disclose the Agreement and any information that it obtains hereunder to any government agency, regulatory authority or other persons that Company has determined, in its discretion, have a need for such information.

16. **竞业禁止** - 在此协议有效期内, 卖方同意不直接或通过除买方外的任何第三方机构(或个人)参与设计、生产、分销或销售包装产品给买方的直接或间接客户。若卖方违反本第 16 条的规定, 卖方应按照如下第 16 条的规定承担赔偿责任。

**Non-Compete** - During the Term of this Agreement, Seller agrees that it shall not engage in any business or project, either by itself or together with any third party other than Purchaser, relating to the design, manufacture, distribution or sale of packaging for Purchaser's indirect or/and direct customers (the "Non-Compete"). In violation of this Section 16, Seller shall be subject to compensation and indemnity under Section 16 below.

17. **留置** - 如在任何时间有证据表明存在就卖方或与合同相关的任何第三方完成的工作或提供的材料、服务或设备的任何留置或索赔, 买方可以用届时到期的或根据合同应到期的款项来解除该等留置, 或解决该等索赔。

**LIENS** - If at any time there shall be evidence of the existence of any such lien or claim for work done or materials, services or equipment furnished by Seller or any other party in connection with the contract, the Purchaser may use money then due or to become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to the Seller.

18. **赔偿** - 卖方应赔偿并使买方及其代理人、承销人、员工和代表免受与

合同履行有关的一切费用、成本、费用、索赔、诉讼、损失、罚金、违约金或责任（包括律师费）。本赔偿可以附加于卖方的保证义务之上。在本协议项下的任何赔偿索赔中，卖方特此明确且毫无保留地放弃其在任何相关的任何辩护或豁免权。

**INDEMNITY** – Seller shall indemnify and hold Purchaser and its agents, consignees, employees and representatives harmless from and against all expenses, costs, charges, damages, claims, suits, losses, fines, penalties or liabilities (including attorneys' fees) of every kind whatsoever by reason of, arising out of, or in any way connected with its performance under the Contract. This indemnification shall be in addition to the warranty obligations of the Seller. Seller, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Workers' Compensation laws or any other statute or judicial decision, disallowing or limiting such indemnification where an employee of Seller makes a claim against any indemnities herein, and Seller consents to a cause of action for indemnity.

19. **终止、暂停或延迟** – 买方有权在任何时间通过事先向卖方出具书面通知全部或部分地终止，中止或延迟履行合同。终止合同的，卖方应根据买方的指示向买方转让其用于履行本合同而积累的、专门准备的或获得的一切材料和信息。如果买方授意并且在终止、中止或延迟通知的范围内，卖方应采取一切必要的措施保留正在进行的工作并保护在卖方制造设施处或运往买方设施处的一切货物。届时，如果卖方未违反其在本协议项下的任何义务，并且，如果卖方已采取合理措施减轻因终止合同的损害，作为卖方在本条项下唯一且专属的终止救济措施，并且在未向卖方支付的范围内，买方应向卖方支付如下款项：(a) 卖方在其收到终止通知前根据合同所产生的一切合理的且经文件证明的成本，和，(b) 卖方在终止生效日前因为停止其业务而产生的一切合理的且经文件证明的成本，但前提是：本节(a)和(b)中所列的金额加上向卖方进行的先期付款在任何情形下均不得超过本协议标的价格。在买方根据合同在该等中止或延迟后恢复履约前，卖方和买方应就向卖方付款或标的价格中所要求的任何调整进行友好协商，以避免对于卖方或买方的不平等。

**TERMINATION, SUSPENSION OR DELAY** – Purchaser shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Seller. In the case of termination of the Contract, Seller shall then transfer to Purchaser, in accordance with Purchaser's directions, all materials and all information accumulated, specifically prepared or acquired by Seller for use in the performance of this Contract. The Seller shall, if directed by the Purchaser and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Seller's manufacturing facilities or in transit to Purchaser's facilities. If Seller is not then in default in the performance of any of its obligations hereunder, and if Seller has taken reasonable steps to mitigate its damages resulting from such termination, Purchaser shall pay to Seller, as Seller's sole and exclusive remedy for termination under this Section, to the extent not already paid to Seller, an amount equal to:

(a) the reasonable and documented costs incurred by Seller in accordance with the Contract prior to Seller's receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Seller in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section plus prior payments to Seller shall in no event exceed the Price. Before Purchaser resumes performance under the Contract following such suspension or delay, Seller and Purchaser shall negotiate in good faith on the adjustments, if any, which may be required in payments to Seller or in the Price to avoid inequities either to Seller or Purchaser.

20. **违约** – 如卖方：(a)破产；(b)根据任何破产法律的规定，被提起申请；(c)做出有益于其债权人的一般转让；(d)被任命接管人；(e)未遵守其在合同项下的任何义务，则除其在上述保证项下的权利外，买方还可以选择补救该等违约，费用由卖方承担，或在向卖方提前十天发出书面通知告知补救该等违约，并且卖方未在十(10)日期限内补救其违约行为后终止合同。合同终止后，买方可以立即：(i)占有货物（不论其位于何地以及处于何等完成状态）以及使得买方完成、安装、运营、维护和/或维修货物所需的一切图纸和所有其他信息；(ii)在全额进行买方有权获得的冲抵后，向卖方支付合同项下到期的任何款项；(iii)与任何第三方缔约或聘用任何第三方来完成货物；以及(iv)从卖方收取买方承担的的任何附加费用、损失或损害。

**DEFAULT** – If the Seller: (a) becomes insolvent; (b) has a petition under any chapter of the bankruptcy laws filed by or against it; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver requested for an appointed to it; (e) fails to comply with any of its obligations under the Contract then Purchaser may, in addition to its rights under the Warranty Section above, at its option either cure the default at Seller's expense or terminate the Contract after first giving Seller ten (10) days written notice to cure such default, if Seller has failed to cure such default within such ten (10) day period. Immediately after such termination, Purchaser may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable Purchaser to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Seller any amount then due under the Contract after taking full credit for any offsets to which Purchaser may be entitled; (iii) contract with or employ any other party to finish the Items; and (iv) collect from the Seller any additional expense, losses or damage which Purchaser may suffer.

21. **买方权利和救济** – 合同中任何条款授予买方的任何权利或救济不应排除，而应附加于合同任何其他条款中授予的任何其他权利或救济以及买方依法具有的任何其他权利或救济。

**PURCHASER'S RIGHT AND REMEDIES** – Any rights or remedies granted to Purchaser in any part of the Contract shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of the Contract and to any other rights or remedies that Purchaser may have at law or in equity.

22. **包装和标识** – 卖方应对所有货物进行包装、或将其装入板条箱内或进行固定支撑，以防止货物损坏或变质，买方不承担包装、装箱和支撑的费用。每个包装内物品的信息以及适用的订单号均必须清晰地标注在每个包装外。

包装应适于运输，保护货物完好，具体包装方式详见订单。

**PACKING AND MARKING** – All goods shall be packed, crated and braced to prevent damage or deterioration with no charges being paid by Purchaser for packing, crating or bracing. The contents of each shipping container shall be clearly identified on the outside of the container, and the applicable Purchase Order number for the contents shall be clearly stated on the outside of each such container.

23. **保密处理** – 未经买方事先书面同意，卖方不得在任何广告或促销材料或以任何其他方式公开买方已购买的或约定购买的货物或所订购的服务。

**CONFIDENTIAL TREATMENT** – Seller shall not disclose in any advertisement or promotional material or in any other manner, without the prior written consent of Purchaser in each instance that Purchaser has purchased or contracted to purchase the goods or services ordered.

24. **转让** – 未经买方事先书面同意，卖方不得转让合同或其项下任何权利。买方可以将合同转让给其任何关联公司或获得与合同相关的买方业务的任何第三方。

**ASSIGNMENT** – Seller may not assign the Contract or any right thereunder without the prior written consent of Purchaser. Purchaser may assign the Contract to any of its affiliated companies or any third party who acquires the Purchaser's business to which the Contract pertains.

25. **弃权** – 本协议一方未要求另一方严格遵守或完全履行其任何义务不应被视为对该方任何后续违约的弃权。

**WAIVER** – The failure of either party hereto to require strict compliance with or complete performance of any obligation of the other party hereto by such other party shall not be construed as a waiver of any subsequent breach by such other party.

26. **整体协议** – 合同规定了卖方和买方就本协议标的物所达成的整体协议。除上述“变更”条款中另有规定外，旨在修改或变更合同条款的任何条款、条件、谅解或协议不具有任何约束力，除非由卖方和买方书面做出并签署。如本协议的任何规定和合同的其他任何规定发生冲突，以本协议为准，除非：(a) 在该等其他文件中的冲突规定明确表示其优先于本协议，或(b) 冲突规定以买方出具的纸质或电子采购单形式存在或某协议，其中，该等冲突规定应优先于本协议，并且优先于合同中任何其他部分的冲突规定。双方之间的先前交易习惯或任何贸易惯例与本协议任何条款的补充或解释无关。

**ENTIRE AGREEMENT** – The Contract sets forth the entire agreement between Seller and Purchaser on the subjects covered herein, and, except as otherwise provided above in the Changes Section, no terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and signed by Seller and Purchaser. In the event of any conflict between any provision of these Terms and Conditions and any other provisions of the Contract, these Terms and Conditions shall prevail or control unless (a) the conflicting provision in such other document expressly states that it supersedes these Terms and Conditions or (b) the conflicting provision is in a paper or electronic Purchase Order issued by Purchaser or an Agreement, in which event such conflicting provision shall prevail or control over these Terms and Conditions and over an conflicting provision in any other part of the Contract. No course of prior dealings between the parties or any trade usage shall be relevant to supplement or explain any term used herein.

27. **可分割性** – 如果合同的任何词语、短语、条款、句子或其他规定违反其所适用之管辖区域内的任何相关的法令、条例或规则，则在該等违反不使得合同任何其他条款无效的范围內，該规定无效。

**SEVERABILITY** – In the event that any words, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.

28. **适用法律及争议解决** – 本协议遵循中华人民共和国法律。任何因本协议而引起的争议应先由双方友好协商解决。协商不成，任何一方可将争议提交上海国际经济贸易仲裁委员会仲裁，仲裁将依据申请时有效力的该仲裁委员会仲裁规则执行。仲裁裁决是终局的，对双方均有约束力。

**GOVERNING LAW** – The Contract and all the performance thereunder shall be governed by and construed in accordance with the laws of China. All disputes arising between both parties in connection with this Contract shall be settled by way of amicable negotiation between both parties. In case no agreement can be reached through consultations, the disputes at issue shall be submitted to the Shanghai International Economic and Trade Arbitration Commission for arbitration which shall be conducted in Shanghai in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

29. **语言** – 本协议以中文和英文书就，两种文本具有同等效力。如有分歧，以中文文本为准。

**LANGUAGE** – This agreement shall be written in the Chinese and English languages. Both versions shall be of equal legal effect. In case of controversy, the Chinese version shall prevail.