Coherent Corp.
375 Saxonburg Blvd.
Saxonburg, PA 16056-9499

GENERAL TERMS AND CONDITIONS OF PURCHASE
通用采购条款和条件

1. GENERAL PROVISIONS.
一般规定

a. The Parties agree that these General Terms and Conditions of Purchase (the "**General Terms**") govern the transaction set forth on the Purchase Order (as defined below).

双方同意，本通用采购条款与条件（以下简称"**通用条款**"）适用于采购订单（定义见下文）中规定的交易。

b. "**Buyer**" means Coherent Corp., and any of its Affiliates, subsidiaries, successors, or assigns. **"Affiliates"** of a Party include that Party's subsidiaries, entities in which it owns at least 30% of the voting shares, and other entities that it controls. "**Supplier** means the entity identified in a Purchase Order and any of its Affiliates, subsidiaries, successors, or assigns. Buyer and Supplier may be referred to herein as, individually, a "**Party**" or, collectively, the "**Parties**". "**Products**" means all the products and/or services that Supplier supplies to Buyer. Statements made in reference to Products shall be deemed to include services wherever contextually appropriate regardless of whether such services are expressly referenced. For example, the statement "Supplier shall repair or replace nonconforming Products" also means "Suppler shall reperform nonconforming services" where applicable. "**Purchase Order**" means a purchase order issued by Buyer for the supply of Products, which (i) incorporates these General Terms, (ii) may be a written or electronic document, and (iii) may also include particular shipping instructions and other specifications required by Buyer. Words and terms of inclusion, like "including," are not limiting. Upon acceptance of a Purchase Order, the General Terms apply.

"**买方**"指 Coherent Corp.及其任何关联公司、子公司、继承方或受让方。一方的"**关联公司**"包括该方的子公司、该方拥有至少30%表决权股份的实体，及其控制的其他实体。"**供应商**"指采购订单中确定的实体及其任何关联公司、子公司、继承方或受让方。买方和供应商在本通用条款中可单独称为"**一方**"，合称为"**双方**"。"**产品**"指供应商供应给买方的所有产品和/或服务。在上下文的适当的情况下，无论是否明确提及服务，有关产品的声明应视为包括服务。例如，"产品不合格的，供应商应修理或更换"的声明在适用时也指"服务不合格的，供应商应重新履行"。"**采购订单**"指由买方发出的、用于供应产品的采购订单，其（i）包含本通用条款，（ii）可以是书面或电子文件，（iii）还可以包括特别的装运指示和买方要求的其他规范。包括的词语和术语，例如"包括"，指包括但不限于。采购订单一经接受，通用条款即适用。

c. The General Terms do not create any obligation by Buyer to purchase Products from Supplier, except as described in a Purchase Order, or to purchase Products exclusively from Supplier.

通用条款并不创设买方向供应商购买产品（采购订单规定的除外）或向供应商独家购买产品的义务。

d. Different or supplemental terms or conditions, whether they are contained in an acknowledgment of a Purchase Order, an invoice, or otherwise, are not binding on Buyer, and Buyer rejects them. The General Terms may be modified or supplemented only by a written document duly signed by Buyer and Supplier.

不同的或补充的条款或条件，无论其包含在采购订单确认书、账单或其他文件中，对买方均不具有约束力，买方拒绝该等条款或条件。对通用条款的修改或补充仅可通过买方和供应商适当签署书面文件的方式进行。

2. PURCHASE OF PRODUCTS.
产品的购买

a. Subject to the General Terms, Supplier agrees to sell and Buyer agrees to buy the Products that Buyer describes in the Purchase Orders Buyer issues from time to time.

在遵守通用条款的前提下，供应商同意出售且买方同意购买买方在买方不时发出的采购订单中所述的产品。

b. A Purchase Order will become binding upon acceptance by Supplier. Each Purchase Order is deemed to be accepted by Supplier upon the first of the following to occur: (i) Supplier accepts it in writing; (ii) Supplier begins performance under the Purchase Order; or (iii) the passage of five (5) business days after Buyer's issuance of a Purchase Order without written notice to Buyer that Supplier does not accept.

采购订单在供应商接受时即具有约束力。在下列情况之一发生时，视为供应商已接受每份采购订单：（i）供应商以书面形式接受该采购订单；（ii）供应商开始履行该采购订单项下的义务；或（iii）买方发出采购订单后五（5）个工作日内，供应商未向买方发出关于不接受采购订单的书面通知。

c. Buyer may provide Supplier a forecast of anticipated Product purchases. Except as the Parties otherwise agree in writing, all forecasts are non-binding on Buyer and Buyer may purchase in excess of the quantities specified in a forecast.

Supplier must immediately notify Buyer of any anticipated inability to satisfy a forecast.
买方可向供应商提供预期产品购买量的预测。除非双方另行书面同意，否则所有预测对买方均不具有约束力，且买方可购买超过预测规定数量的产品。供应商必须立即通知买方任何预计无法满足预测的情况。

d. Supplier will accept all Purchase Orders that are consistent with the forecast (if provided) for the applicable Product.
供应商将接受与适用产品的预测（如已提供）一致的所有采购订单。

e. Supplier agrees to obtain and clearly reference Supplier's Purchase Order number on Supplier's invoice for Products under that Purchase Order. Buyer may consider invalid any invoice that does not contain a correct Purchase Order number.
供应商同意获取并在供应商就该采购订单项下的产品开具的发票配套文件上明确注明供应商的采购订单编号。买方可将不包含正确的订单编号文件的任何发票视为无效。

f. In the event of a Force Majeure or shortage in materials, Supplier will fulfill Purchase Orders no less favorably than any other customer of Supplier. Supplier will provide Buyer with as much notice as possible if it anticipates or has reason to believe that Supplier's output of the Product will not be sufficient to meet all of Buyer's requirements for any period.
在发生不可抗力或材料短缺的情况下，供应商应以不逊于供应商任何其他客户的优惠条件履行采购订单。如果供应商预期或有理由相信其产品产量不足以满足买方在任何期间的所有要求，供应商应尽可能提前通知买方。

3. PURCHASE ORDER CHANGES AND CANCELLATION.
采购订单的变更和取消

a. Buyer reserves the right at any time to modify or cancel a Purchase Order upon five days' notice to Supplier.
买方保留在任何时候经提前五日通知供应商后修改或取消采购订单的权利。

b. Buyer may reschedule Products in any Purchase Order without charge, by giving notice to Supplier no later than three business days before the scheduled shipping date.
买方可在不迟于预定发货日期前三个工作日通知供应商免费重新安排任何采购订单中的产品发货时间。

c. Buyer may change the delivery destination or place of performance in any Purchase Order, without charge, by giving notice to Supplier no later than three business days before the scheduled shipping or performance date.
买方可在不迟于预定发货日期或履行日期前三个工作日通知供应商免费变更任何采购订单中的交货目的地或履行地点。

d. Buyer may cancel a Purchase Order at any time by giving notice to Supplier specifying the effective date and the extent of such cancellation. Upon receipt of a notice of cancellation from Buyer and except as otherwise directed by Buyer, Supplier will (i) immediately cease all further work in connection with that Purchase Order to the extent specified in such notice of cancellation, (ii) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portions of the work under a cancelled Purchase Order which, by its nature, cannot be terminated without incurring substantial costs, losses or other liability, (iii) terminate all orders and subcontracts relating to the performance of any work to be performed under such terminated Purchase Order, (iv) settle all claims arising out of any terminated orders and subcontracts relating to such terminated Purchase Order, subject to the approval or ratification of Buyer, (v) transfer title and deliver to Buyer on Buyer's instruction all fabricated and unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in respect of the performance of the work to be performed under such terminated Purchase Order within five days from receipt of payment from Buyer in accordance with Section 2(e) hereof, and (vi) take any necessary action to protect property in Supplier's possession in which Buyer has or may acquire an interest.
买方可在任何时候向供应商发出通知取消采购订单，通知应载明取消的生效日期和范围。收到买方的取消通知后，除非买方另有指示，供应商应（i）立即停止在取消通知所述的范围内与该采购订单有关的所有进一步工作；（ii）不再就材料、服务或设施下达订单或分包合同，但为完成已取消采购订单项下以下部分工作所必须的除外：根据该等工作的性质，在不产生实质性成本、损失或其他责任的情况下无法终止；（iii）终止与该等已终止采购订单项下开展的任何工作相关的所有订单和分包合同；（iv）在买方批准或认可的前提下，就任何已终止订单和与该等已终止采购订单项下的分包合同有关的所有权利主张达成和解；（v）在收到买方根据本通用条

款第2(e)条付款后五日内，根据买方的指示，将该等已终止采购订单项下的工作的一部分而生产的所有零件、半成品、完工品、供应品及其他材料的所有权转移并交付给买方；及（vi）采取任何必要的措施保护供应商占有的、买方享有或可能获得权益的财产。

e. Supplier will not charge Buyer for cancellations occurring on or before thirty (30) calendar days prior to delivery. For cancellations occurring within thirty (30) calendar days of delivery, Supplier may invoice Buyer for costs associated with (i) Products manufactured at the time of cancellation which Buyer cannot sell to other customers despite verifiable efforts to do so; (ii) non-cancelable, non-returnable raw materials purchased prior to cancellation for the sole purpose of manufacturing cancelled Products, where such raw materials have no other use to Supplier; and (iii) in the case of services, for unrecoverable performance related costs incurred prior to the notice of cancellation. Invoices permitted under this subsection must be tendered by Supplier within sixty (60) days of the underlying notice of cancellation. No payment will be owed under invoices tendered thereafter.
对于在交货前三十（30）个日历日当天或之前发生的取消，供应商不向买方收取费用。对于在交货前三十（30）个日历日内发生的取消，供应商可就下列相关费用向买方开具账单及发票：（i）取消时已生产的产品，买方尽管已作出可核查的努力但仍无法将该等产品出售给其他客户的；（ii）在取消前购买的仅为生产被取消产品所需的不可取消且不可退回的原材料，且该等原材料对供应商没有其他用途的；及（iii）就服务而言，在取消通知发出前发生的不可收回的履行相关费用。本款项下所允许开具的账单及发票必须由供应商在取消通知发出后六十（60）日内提交。此后提交的账单及/或发票将不再产生任何付款义务。

f. THIS SECTION SETS FORTH SUPPLIER'S ENTIRE REMEDIES WITH RESPECT TO THE CANCELLATION OF ANY PURCHASE ORDER.
本节规定了供应商就任何采购订单的取消可获得的全部救济。

4. **PURCHASE PRICES AND TERMS OF PAYMENT.**
购买价格和支付条款

a. Supplier will not raise the purchase prices during the term of any Purchase Order. Supplier will review Product pricing, and provide written confirmation of the same, no less frequently than quarterly, and reduce prices to account for any material variations on the market prices of components, parts and raw material used in the Product, as well as improvements in production and competitive market conditions.
在任何采购订单的有效期内，供应商不得提高购买价格。供应商应至少每季度审查产品定价并提供该等定价的书面确认，并降低价格以应对产品中使用的零部件和原材料的市场价格的任何重大变化，以及生产和市场竞争状况的改善。

b. Unless otherwise specified in a Purchase Order, Buyer will pay all properly invoiced amounts due to Supplier within 90 days after receipt of the invoice, except for amounts that Buyer disputes. The Parties will try in good faith to promptly resolve all invoice-related disputes. Supplier will continue to perform its obligations under all Purchase Orders while an invoice-related dispute is pending. Payment of an invoice is not evidence that any Products meet the requirements of the General Terms, or a Purchase Order, and shall not be deemed to be an acceptance of such Products. Buyer and Supplier shall continue performance of all active Purchase Orders while a dispute under this clause is pending.
除非采购订单另有规定，买方应在收到账单及发票后的九十（90）日内支付所有应付供应商的已开具适当账单及发票的款项，但买方对此存有争议的款项除外。双方应善意地努力及时解决所有与账单及/或发票相关的争议。在与账单及/或发票相关的争议未决期间，供应商应继续履行其在所有采购订单项下的义务。对账单及/或发票的支付并非对产品符合通用条款或采购订单要求的证明，亦不应被视为对该等产品的接受。在本条项下的争议未决期间，买方和供应商应继续履行所有有效的采购订单。

c. Buyer may, at any time, set off amounts that Supplier owes to Buyer against amounts Buyer owes to Supplier.
买方可在任何时候以供应商欠买方的款项抵销买方欠供应商的款项。

d. Supplier warrants to Buyer that the price paid by Buyer for Products will not be higher than the lowest price offered by Supplier within the preceding 90 days to other customers at similar volumes for similar Products and services.
供应商向买方保证，买方为产品支付的价格不会高于供

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应商在之前九十（90）日内就类似产品和服务向其他客户提供的类似数量的最低价格。

5. SHIPMENT, DELIVERY AND ACCEPTANCE BY BUYER.
运输、交付和买方的接受

a. Unless otherwise specified in a Purchase Order, all Products purchased by Buyer from Supplier must be shipped DDP (INCOTERMS 2020) destination to the address specified by Buyer in each Purchase Order ("**Buyer's Destination**"). All shipping costs, including but not limited to duties, tariffs, freight, and taxes, shall be the responsibility of Supplier unless otherwise agreed in writing by Buyer and Supplier. Supplier will follow all shipping instructions provided by Buyer and will properly and carefully package the Products for shipment. Any loss or damage that results from Supplier's packaging or crating will be borne by Supplier. Title to and risk of loss of the Products will pass to Buyer upon acceptance by Buyer at Buyer's defined final destination, and any rightful rejection or revocation of acceptance of any Products by Buyer will immediately shift the risk of loss back to Supplier.

除非采购订单另有规定，买方向供应商购买的所有产品必须按照 DDP （国际贸易术语解释通则2020）运输至买方在每份采购订单中指定的地址（"**买方目的地**"）。除非买方和供应商另有书面约定，所有运输成本，包括但不限于税款、关税、运费和税费，应由供应商承担。供应商将遵循买方提供的所有运输指示，并对产品进行适当和仔细的包装以供运输。任何因供应商的包装或装箱造成的损失或损害将由供应商承担。产品的所有权和损失风险将于买方在买方指定的最终目的地接受时转移至买方，且买方对任何产品的任何合理拒收或撤回接受将立即将损失风险转回至供应商。

b. All items shipped to Buyer will be properly identified with Buyer's Purchase Order number and any Purchase Order item number or other identification number shown. Supplier accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("**Shipping Documents**") provided with respect to Products. Supplier accepts all liabilities resulting from incomplete or inaccurate data on Shipping Documents, or failure to comply with any import or export requirements.

所有运输至买方的产品将适当地与买方的采购订单号和任何采购订单中的产品号或其他识别号进行识别。供应商对提供的产品的所有运输和报关文件（"**运输文件**"）的完整性和准确性承担全部责任。供应商承担因运输文件上的信息不完整或不准确，或不符合任何进口或出口要求所导致的所有责任。

c. Buyer will have a reasonable opportunity to inspect the Products after Buyer receives them at Buyer's Destination. Buyer will not be deemed to have accepted any Products until after Buyer has had a reasonable time for inspection. If Buyer does not communicate rejection of any Products within sixty (60) calendar days of delivery, Buyer will be deemed to have accepted the Products. Buyer may inspect any commercial lot of the Products consisting of numerous units of the same Product by inspecting a reasonable sampling, and Buyer may revoke acceptance of any other units of that commercial lot that Buyer later discovers to be defective. If Buyer rejects, or revokes acceptance, of any Products, Supplier will promptly replace or correct, at Buyer's option, any unsatisfactory units, at Supplier's expense, including all shipping and replacement costs. Buyer's inspection, failure to inspect or reject Products, or payment for Products, will not relieve Supplier of any of its obligations, and does not waive, impair, or reduce Buyer's rights under the General Terms, or a Purchase Order.

买方在买方目的地收到产品后将有合理的机会对产品进行检查。在买方有合理的时间进行检查之前，买方不会被视为已经接受任何产品。如果买方在交付后的六十（60）个日历日内未表示拒收任何产品，买方将被视为已经接受产品。买方可以通过合理的抽样，对由大量相同产品组成的任何商业批次的产品进行检查，并且买方可以撤回接受买方随后发现有缺陷的该商业批次的任何其他产品。如果买方拒收或撤回接受任何产品的，供应商应立即按照买方的选择更换或改正任何不满意的产品，由供应商承担包括运输和更换产品成本在内的全部费用。买方检查、未检查或拒收产品或为产品付款将不会免除供应商的任何义务，也不会放弃、损害或减少买方在通用条款或采购订单下的权利。

d. When Supplier is responsible for export or import of Product, Supplier will obtain all export, re-export, and import authorizations and permits necessary to fulfill all applicable government requirements relating to the shipment of the Product.

当供应商负责产品的出口或进口时，供应商将获得所有

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出口、再出口和进口的授权和许可，以满足所有与产品运输相关适用的政府要求。

e. At Buyer's request, Supplier will provide Buyer for each Product the: country of origin, import tariff classification number, export classification number, information as to whether or not the Product is classified under the U.S. Munitions List (22 C.F.R. 121) or the U.S. Commerce Control List (15 C.F.R. Part 774), and all other information Buyer reasonably requests for import, export or distribution of the Product.
在买方的要求下，供应商将向买方提供每一产品的以下信息：原产国、进口关税分类号、出口分类号、产品是否被归类于美国军品管制清单（C. F. R.121）或美国商业管制清单（C. F. R.第15部分774），以及买方在产品进口、出口或分销时合理要求的所有其他信息。

f. In the event a blanket Purchase Order is initiated, the total blanket Purchase Order quantity represents Buyer's best estimated usage and is not a commitment to purchase. Unless otherwise agreed in writing, Supplier is not authorized to manufacture the total blanket Purchase Order quantity at once. Supplier is authorized to manufacture, and Buyer is obligated to purchase, only quantities released by Buyer via written releases contained in a blanket Purchase Order. Blanket Purchase Order quantities are based on forecast and may be subject to a change or cancellation by Buyer at any time. In the event of schedule changes, Buyer reserves the right to reschedule or cancel blanket Purchase Order releases by providing written notice thirty (30) days prior to delivery date. If the quantities released in a blanket Purchase Order are not consumed by Buyer (due to no fault of Supplier) by the expiration date of a blanket Purchase Order, Buyer reserves the right to extend the duration of such blanket Purchase Order for an additional ninety (90) days.
在发起一揽子采购订单的情况下，一揽子采购订单的总数量代表了买方的最佳估计用量，而不是购买的承诺。除非另有书面约定，供应商无权立即生产一揽子采购订单的全部数量。供应商仅被授权生产且买方有义务购买一揽子采购订单中包含的由买方以书面形式批准的数量。一揽子采购订单的数量是基于预测的，并且买方有权在任何时候改变或取消。如果时间表发生变化，在交付日期前三十（30）日内，买方有权提供书面通知以重新安排或取消所下达的一揽子采购订单。如果买方在一揽子采购订单的到期日未消费完一揽子采购订单中所下达的数量（非因供应商的过错），买方保留将该一揽子采购订单的期限延长九十（90）日的权利。

6. WARRANTIES.
保证

a. Supplier represents and warrants to Buyer that: (i) the services provided (whether independent of or in connection with a tangible Product) will be provided in a competent, professional manner, in accordance with the highest standards and best practices of Supplier's industry; (ii) all Products will be new and free from defects in materials and workmanship, and will be merchantable and fit for their particular purpose; (iii) all Products will conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the General Terms, and any relevant Purchase Order; (iv) when shipped, all Products will be free from liens, security interests and encumbrances, including any retained title or other rights to secure payment; (v) all Products will be manufactured, produced, labeled, furnished, performed (in the case of services), and delivered to Buyer in full and complete compliance with all applicable laws and regulations, including but not limited to the Fair Labor Standards Act of 1938 as amended and other laws related to forced and child labor; and (vi) no Product will infringe or misappropriate any intellectual property rights; and (vii) Supplier will notify Buyer in writing 12 months before implementing any material change to any Product, including any change to its: form, fit, function, design, appearance, location of manufacture, components, component vendor, or manufacturing process. If Buyer requests, Supplier will provide all information, documents, and certifications that Buyer reasonably requires to evidence Supplier's compliance with Supplier's warranties as soon as possible after Buyer's request.
供应商向买方陈述并保证：（i）所提供的服务（无论是独立于有形产品还是与有形产品有关）将根据供应商所在行业的最高标准和最佳实践，以称职、专业的方式提供；（ii）所有产品均为新品，在材料和工艺上无任何瑕疵，具有适销性并适合其特定用途；（iii）所有产品均符合通用条款以及任何相关采购订单中提及的所有规范、图纸、样品和其他要求，并按照该等要求予以履行；（iv）所有产品在装运时，将不附带任何留置权、担保物权和权利负担，包括为确保付款而保留的任何所

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有权或其他权利；（v）所有产品均将在充分并完全遵守所有适用法律法规（包括但不限于1938年公平劳动标准法及其修订版和其他关于强迫劳动和童工的法律）的情况下制造、生产、标注、提供、执行（如为服务）以及交付给买方；且（vi）任何产品均不会侵犯或盗用任何知识产权；且（vii）供应商将在对任何产品进行任何实质性变更（包括对其形式、适用、功能、设计、外观、生产地点、部件、部件供应商或制造过程的任何变更）之前12个月书面通知买方。如买方要求，供应商将在收到买方要求后尽快提供买方合理要求的所有信息、文件和证明，以证明供应商遵守了供应商的保证。

b. Supplier will ensure its suppliers manufacture or procure all materials or components provided to Supplier in compliance with all applicable laws and regulations, including those related to forced and child labor. Supplier will require its suppliers to provide evidence of compliance with all applicable laws as soon as possible after Buyer's request.
供应商将确保其供应商在生产或采购所有提供给供应商的材料或部件时遵守所有适用法律法规，包括关于强迫劳动和童工的法律法规。供应商将要求其供应商在收到买方要求后尽快提供遵守所有适用法律的证明。

c. Supplier will use due diligence protocols, standards, and procedures in its supply chain management that enable Supplier to comply with its warranties and representations to Buyer.
供应商将在其供应链管理中使用尽职调查协议、标准和程序，以使供应商遵守其向买方作出的保证和陈述。

d. Supplier shall, upon notice from Buyer of nonconforming Products, promptly repair or replace such Product (or, in the case of services, reperform such services) at Supplier's expense. If Supplier fails to remedy the nonconformity within five business days, Buyer may, at its option, return the nonconforming Products to Supplier who will accept their return and pay Buyer a full refund of all amounts paid under the applicable Purchase Order for the nonconforming Products returned. Supplier shall bear all cost and risk of loss associated with return of nonconforming Products. The foregoing remedies are in addition to any rights and/or remedies Buyer has at law or equity.
供应商应在收到买方关于不合格产品的通知后，自行承担费用立即修理或更换该等产品（或重新履行该等服务）。如果供应商未能在五个工作日内补救不合格产品，买方可以选择将不合格产品退回供应商，供应商将接受退回产品并向买方全额退款，金额相当于在相关订单项下为退回的不合格产品支付的所有款项。供应商应承担与退回不合格产品有关的所有费用和损失风险。上述救济是对买方根据法律或衡平法享有的任何权利和/或救济的补充。

e. Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given any gratuities to any of Buyer's employees, agents or representatives. Supplier further warrants that it and its employees, agents, and representatives comply with Buyer's Supplier Code of Conduct (at https://www.coherent.com/content/dam/coherent/site/en/resources/legal/supplier-compliance/supplier-code-of-conduct-statement.pdf) and all other compliance requirements applicable to Supplier's performance under the Purchase Order, which are available at Buyer's supplier portal accessible online at https://www.coherent.com/legal/supplier-compliance (the "**Supplier Portal**"), and are hereby incorporated by reference. If Buyer, in its sole determination, believes in good faith that Supplier or any of its employees, agents or representatives have offered or given any gratuities to Buyer's employees, agents or representatives for purposes relating to securing purchase orders or contracts from Buyer or securing favorable treatment with respect thereto, Buyer may cancel any applicable Purchase Order upon written notice to Supplier without liability of any kind.
供应商保证，其及其任何雇员、代理或代表均未向买方的任何雇员、代理或代表提供或给予任何好处费。供应商进一步保证，其及其雇员、代理和代表遵守买方的供应商行为准则（详见 https://www.coherent.com/content/dam/coherent/site/en/resources/legal/supplier-compliance/supplier-code-of-conduct-statement.pdf）及适用于供应商在订单项下履行的所有其他合规要求，该等规定可在买方的供应商门户网站 https://www.coherent.com/legal/supplier-compliance（"**供应商门户网站**"）获得，并特此援引纳入本通用条款。如果买方自行善意地认为供应商或其任何雇员、代理或代表为了获得买方的订单或合同或获得与之相关的优惠待遇而向买方的雇员、代理或代表提供或给予任何

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好处费，买方可经书面通知供应商取消任何适用的订单而无需承担任何类型的责任。

7. SUPPLY COMMITMENT.

供应承诺

Supplier grants Buyer an option during the term of the Purchase Order and for seven (7) years thereafter (the "**Commitment Term**") to purchase component parts or spare parts of any Products, including those which become obsolete during the Commitment Term, at the lesser of (a) the lowest price at which Supplier currently sells such parts or (b) at the last pre-termination price, following the termination of such Purchase Order or obsolescence of such Product, as applicable. If for any reason Supplier is unable or unwilling, or otherwise fails, to supply any Products (or, if applicable, any component parts or spare parts related to any such Products) on the terms set forth in any Purchase Order, or on terms based on any Purchase Order that is substantially similar in quantity and pricing to a prior Purchase Order that was accepted by Supplier, Buyer shall have the right to produce such Products (or, if applicable, any spare parts related to any such Products) using any of the Intellectual Property hereunder and shall be entitled to reimbursement from Supplier for any difference in price associated with such production from the last pre-termination price. In the event Buyer exercises its rights under this Section, Supplier shall promptly provide Buyer with all applicable documentation to enable Buyer to manufacture such Products.

供应商授予买方在订单期限内及其后七（7）年（"**承诺期**"）内，以下列较低价格购买任何产品的零部件或备件（包括在承诺期内被淘汰的零部件）的选择权：（a）供应商目前销售该等零件的最低价格，或（b）该等订单终止或该等产品被淘汰（如适用）后，终止前的最后价格。如果供应商因任何原因无法、不愿或以其他方式未能根据任何订单规定的条款或根据在数量和定价方面与供应商先前已接受的订单实质相似的任何订单规定的条款供应任何产品（或与任何该等产品有关的任何零部件或备件（如适用）），买方有权使用本通用条款项下的任何知识产权生产该等产品（或与任何该等产品有关的任何备件（如适用）），并有权要求供应商补偿与该等生产相关的价格与终止前的最后价格之间的任何差价。如果买方行使其在本条项下的权利，供应商应立即向买方提供所有适用文件，以使买方能够生产该等产品。

8. COMPLIANCE WITH LAWS.

遵守法律

a. Supplier represents and warrants to Buyer that Supplier and its Suppliers are, and during the Term will be, in compliance with all applicable laws and regulations governing the activities contemplated by the General Terms, including (i) manufacturing, including all applicable labor laws, (ii) international transactions or activities, including, export controls, import controls, customs regulations, trade embargoes and other trade sanctions, and laws governing unlawful boycotts, (iii) commercial or governmental bribery, including payments to foreign government officials. Supplier assumes all responsibility for shipments of Products requiring any government import clearance. Supplier will not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including but not limited to the Interim Provisions on Banning Commercial Bribery, the Criminal Law of the People's Republic of China (the "**PRC**"), the PRC Anti-unfair Competition Law, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), and (iv) data security, privacy and data protection laws and regulations. If Supplier is subject to these laws, Supplier is and will remain in compliance with the U.S. Mine Safety and Health Act, the U.S. Occupational Safety and Health Act, the U.S. Toxic Substances Control Act, and the U.S. Foreign Corrupt Practices Act and applicable PRC laws and regulations. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents, and permits required by law to carry out its obligations under all Purchase Orders, and the General Terms.

供应商向买方陈述并保证，供应商及其供应商目前、并将在期限内遵守管辖通用条款所述活动的所有适用法律和法规，包括（i）制造业，包括所有适用的劳动法，（ii）国际交易或活动，包括出口管制、进口管制、海关法规、贸易禁运及其他贸易制裁，以及管辖非法抵制的法律，（iii）商业或政府贿赂，包括向外国政府官员行贿。供应商对于需要任何政府进口许可的产品的装运承担全部责任。供应商不得以任何方式或采取任何行动，导致买方因违反任何适用的反贿赂法律而承担责任（包括但不限于关于禁止商业贿赂行为的暂行规定、中国刑法、中国反不正当竞争法、美国反海外腐败法和英国2010年反贿赂法），及（iv）数据安全、隐私和数据保护法律和法规。如果供应商受该等法律管辖，供应商应遵守并将继续遵守美国矿山安全和健康法、美国职业安

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全和健康法、美国有毒物质管制法和美国反海外腐败法及适用的中国法律法规。供应商拥有并将保持法律所要求的执照、批准、授权、同意和准许的有效性，以履行其在所有采购定单和通用条款项下的义务。

b. Supplier represents that the items it provides to Buyer are not subject to the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774, "EAR") nor are the foreign-produced direct products of technology or software subject to the EAR, or Supplier shall notify Buyer in writing, addressed to the attention of Global Trade Compliance, in advance of providing any such items. To the extent Supplier provides items that are subject to the EAR or other countries' export controls regimes, Supplier will notify Buyer in writing of the classification of the item(s) and the applicable control regime(s).

供应商保证，其向买方提供的产品不受美国出口管理法规（C. F. R.第15编第730-774部分，"EAR"）管辖，外国生产的直接技术或软件产品也不受 EAR管辖，或供应商应在提供任何该等产品之前书面通知买方，收件人为全球贸易合规部。如果供应商提供的产品受 EAR或其他国家出口控制制度管辖，供应商将以书面形式通知买方所述产品的分类及适用的控制制度。

c. Supplier represents to Buyer, that Supplier is, and the Products are, in compliance with all laws, regulations, statutes, and ordinances of all governmental entities, now or hereafter enacted, which regulate any material because it is radioactive, toxic, hazardous, or otherwise a danger to health, reproduction, or the environment ("Hazardous Regulations"), including but not limited to Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Montreal Protocol, the Toxic Substances Control Act, the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment as amended from time to time ("RoHS Directive"), Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, as amended from time to time ("WEEE Directive"), Regulation (EC) No 1907/2006 ("REACH"), any European Union Member State implementations thereof; and similar laws, rules, statutes, treaties or orders of PRC and other applicable jurisdictions, and international understandings.

供应商向买方保证，供应商和产品均遵守所有现在或今后颁布的法律、法规、法令和所有政府部门的条例，对任何放射性、有毒、有害或以其他方式危害健康、繁殖或环境的材料进行管制（"危化品法规"），包括但不限于1980年综合环境反应补偿和责任法、资源保护恢复法、联邦水污染控制法、清洁空气法、清洁水法、蒙特利尔议定书、有毒物质管制法、欧洲议会和理事会于2003年1月27日颁布的关于限制在电子电气设备中使用某些有害物质的指令2002/95/EC及其不时修订的修订（"RoHS指令"）、欧洲议会和理事会于2003年1月27日颁布的关于废弃电子电气设备的指令2002/96/EC及其不时修订的修订（"WEEE指令"）、规则（EC） No 1907/2006 （"REACH"）、任何欧盟成员国对该等法规的执行情况；以及中国及其他司法辖区类似的法律、法规、法令、条约或命令和国际谅解。

d. This certification is required by FAR Sections 42.232 2, and OMB Circular A 110, Appendix A.6. If any Purchase Order hereunder exceeds $100,000, or orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (the "**EPA**") as a violating facility, or the Purchase Order is not otherwise exempt, the Supplier agrees as follows:

该证明是 FAR42.232第2节和 OMBA110通知附件 A.6所要求的。如果本合同下的任何采购订单超过100,000美元，或不确定数量合同项下的订单在任何一年内将超过100,000美元，或根据空气法（42U.S. C.7413 (c)(1))或水法（33U.S. C.1319 (c))的适用部分已被定罪且被环境保护局（"美国环保署"）列为违规设备，或采购订单没有另外被豁免，供应商同意如下：

i. To comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, and all regulation s and guidelines issued to implement those acts before the award of this contract;

遵守洁净空气法（42U.S. C.7414）第114节和洁净

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水法（33U.S. C.1318）第308节关于检验、监测、登记、报告和信息的要求，以及洁净空气法和洁净水法中规定的其他要求，和授予本合同之前为执行这些法案而发布的所有规则和指南；

ii. That no portion of the work required by this contract will be performed in a facility listed on the EPA list of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the list;
本合同授予之日起，不得在列于美国环保署违规设备清单中的设备实施本合同要求的任何部分的工作，除非和直到美国环保署将该设备的名称从清单中删除；

iii. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
尽最大的努力，在履行合同的设备中遵守洁净空气标准和洁净水标准；和

iv. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (d).
在任何必须豁免的分包合同中加入本条款的内容，包括本（d）段。

e. Supplier represents and warrants that all Products it delivers to Buyer are DRC Conflict Free, as defined by and consistent with the U.S. Securities and Exchange Commission's final rule on Conflict Minerals, 17 C.F.R. Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Additionally, Supplier represents that it is compliant with the UK Modern Slavery Act 2015, and other similar requirements enforced in the PRC and other applicable jurisdictions, including U.S. FAR 52.222-50 – Combating Trafficking in Persons and those enforced by U.S. Customs and Border Protection. Supplier will similarly require its suppliers to comply with all such applicable laws. Supplier must furnish information that Buyer reasonably requests to support its representations under this subsection, including written certification.
供应商陈述并保证，其交付给买方的所有产品均符合无冲突规范（DRC Conflict-Free），该等规范依据美国证券交易委员会关于冲突矿物的最终规则，17 C. F. R. Parts 240 及249 (b)，并根据《多德-弗兰克华尔街改革和消费者保护法》第1502节颁布。此外，供应商陈述，其应遵守《2015年英国现代奴隶制法案》和中国及其他司法辖区执行的其他类似的要求，包括美国 FAR52.222-50–打击人口贩运法案和美国海关和边境保护局执行的那些规定。供应商应同样地要求其供应商遵守所有该等适用法律。供应商必须提供买方合理要求的信息，以支持其在本条款项下的陈述，包括书面证明。

f. When applicable, Supplier will provide a Safety Data Sheet (SDS), as prescribed by Buyer ("**Data Sheet**"), addressed to the attention of the Coherent Hazard Communication Coordinator, for all chemicals and hazardous substances provided under a Purchase Order. Supplier will maintain a catalog of all applicable Data Sheets that are provided in connection with the Supplier's performance of work under a Purchase Order at Buyer's site.
在适用时，供应商将根据采购订单项下提供的所有化学品和危险物质，按照买方的规定，向Coherent高意危化品沟通协调人提供一份安全数据表（SDS）（"**数据表**"）。供应商将保存一份其在买方场所履行采购订单项下的工作所适用的全部数据表的目录。

g. Buyer may utilize Products purchased under a Purchase Order in transacting business with the U.S. Government. When applicable, Supplier will comply with U.S Executive Order 11246 pertaining to non-discrimination in employment. Supplier also represents and warrants to Buyer that, when applicable, Supplier is in compliance with Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and applicable PRC laws and regulations. Upon request, Supplier will supply Buyer with copies of compliance reports and any other information necessary to demonstrate this compliance. Buyer and Supplier shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans. Supplier represents and warrants that it has developed and has on file affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), also as required under Section 503 of the Rehabilitation Act of 1973 for the handicapped and Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
买方可在与美国政府处理业务时使用根据采购订单项下

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购买的产品。在适用时，供应商将遵守关于非歧视雇用的美国行政命令11246。供应商还向买方陈述并保证，在适用时，供应商遵守了《1973年康复法》第503节和《1974年越南退伍军人再调整援助法》的规定，及适用的中国法律法规。应买方的要求，供应商将向买方提供合规报告的复印件和任何其他必要的信息来证明供应商的合规。买方和供应商应遵守《美国联邦法规》41 CFR 60-741.5 （a）和《美国联邦法规》41 CFR 60-300.5 （a）的要求。这些法规禁止基于残疾的合格个人和合格受保护的退伍军人的歧视，并要求总承包商和分包商采取积极行动，以雇用和提前雇用合格的残疾个人和合格受保护的退伍军人。供应商陈述并保证其已经按照劳工部的规章制度（《美国联邦法规》41 CFR 60-1 and 60-2），《1973年残疾人康复法》第503节和《1974年越南退伍军人再调整援助法》第4212节的要求，制定并提交了积极行动方案。

h. Supplier agrees, if applicable, to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts, 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58 Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118 Fly American; and 41 U.S.C. 432 relating to procurement integrity. Additionally, Supplier agrees that these General Terms will include (i) such Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplement (DFARS), and all other governmental requirements provided in the FAR Flowdown Clauses for Subcontract/Purchase Orders Under a U.S. Government Contract, DFARS Flowdown Clauses for Subcontract/Purchase Orders Under a U.S. Department of Defense Contract, Flowdown Provisions for Subcontracts Issued Under Federally-funded Grants, and any updates thereto, as referenced in the "FAR/DFARS Flowdown" tab of the Supplier Portal; (ii) the "Supplier Code of Conduct" on the Supplier Portal; and (iii) the "Supplier Quality Manual" and "Supplier Environmental Compliance Requirements" as referenced in the "Compliance Requirements" tab of the Supplier Portal.

供应商同意，在适用的情况下，遵守《美国法典》第31编第1352节关于使用拨款影响某些联邦合同的限制的规定、《美国法典》第18编第431节关于非福利官员的规定、《美国法典》第40编第327节及其后的《合同工作时间和安全标准法》、《美国法典》第41编第51-58节《反回扣法》、《美国法典》第41编第265节和《美国法典》第10编第2409节关于举报人保护的规定、《美国快递法》第49编第40118节以及《美国快递法》第41编第432节关于采购廉洁的规定。此外，供应商同意，本一般条款将包括（i）供应商后台系统的"FAR/DFARS流程"选项卡中提及的联邦采购条例（FAR）、国防联邦采购条例补充（DFARS）及美国政府合同项下的分包合同/采购订单的 FAR流程条款、美国国防部合同项下的分包合同/采购订单的 DFARS流程条款、联邦资助的拨款项下颁发的分包合同的流程条款及其任何更新；（ii）供应商后台系统的"供应商行为准则"；及（iii）供应商后台系统的"合规要求"选项卡中提及的"供应商质量手册"和"供应商环境合规要求"规定的所有其他政府要求。

i. If Supplier fails to comply with an applicable law, order, rule, ordinance, or regulation and, as a result, Buyer is fined or suffers any other penalty or loss, including the seizure of Products by any applicable Government, Supplier will pay the fine and costs, or reimburse Buyer for payment within five days after Buyer makes a demand on Supplier. To the extent that Supplier's personnel are required to enter onto Buyer's site or property, Supplier will ensure that its personnel comply with Buyer's health, safety and environmental policies and standards.

如果供应商未能遵守适用法律、命令、规则、条例或法规，从而导致买方被任何有关政府处以罚款或遭受任何其他处罚或损失，包括产品的扣押，供应商将在买方要求供应商后五日内支付该等罚款和费用，或补偿买方的付款。如果供应商的人员被要求进入买方的场地或财产，供应商将确保其人员遵守买方的健康、安全和环境政策和标准。

j. Supplier represents and warrants that it will act in a manner consistent with Buyer's "Code of Business Conduct and Ethics" Policy, as amended from time to time, which is located at: https://www.coherent.com/legal/business-conduct-policy.

供应商陈述并保证，其将以符合买方不时修订的"商业行为和道德规范准则"政策的方式行事，该政策详见：https://www.coherent.com/legal/business-conduct-policy。

Coherent Corp.
375 Saxonburg Blvd.
Saxonburg, PA 16056-9499

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9. **PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** This certification is required by FAR Sections 52.203 - 12, and OMB Circular A 110, Appendix A.7.

影响特定联邦交易的付款。FAR52.203-12条和 OMBA110号通知附件 A.7要求提供该证明。

a. The Supplier hereby acknowledges, certifies and agrees:

供应商在此承认、证明并同意：

i. To the best of Supplier's knowledge and belief, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

据供应商所知所信，任何主体未曾也不会向其支付任何联邦拨款，以就任何联邦合同的授予、任何联邦拨款、任何联邦贷款、任何合作协议的签订以及任何联邦合同、拨款、贷款或合作协议的延期、延续、续展、修订或修改对该等主体施加影响或试图影响任何机构的管理人员或雇员、国会议员、国会管理人员或雇员或国会议员的雇员，从而向其支付任何联邦拨款；

ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting the influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with this solicitation, the Supplier shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities, to Buyer;

如果任何非联邦拨款的资金（包括在适用联邦交易中获得的利润或费用）已被支付过或将来也会被支付给任何人，以影响或试图影响任何机构的官员或雇员、国会议员、国会官员或雇员、或国会议员的雇员，供应商应填写并向买方提交标准 OMB表格 LLL，即游说活动的披露；

iii. Supplier shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose; accordingly, and

供应商应将该证明的语言包含在任何级别的所有分包合同中，并要求所有金额超过100,000美元的分包合同的接受者进行证明和披露；

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

该证明是进行或进行本交易时所依据的事实的实质性陈述。提交该证明是进行或进行本交易的前提条件，根据美国法典第31章第1352节的规定。任何人如果未能按要求提交该证明，将面临每次不少于10,000美元和不多于100,000美元的民事罚款。

b. The Supplier certifies, to the best of its knowledge and belief, that the Supplier and/or any of its Principals (as defined below):

供应商保证，尽其所知和所信，供应商和/或其任何委托人（定义如下）：

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

目前没有被任何联邦机构禁止、暂停、建议禁止或宣布不适合授予合同；

ii. Have not within a three-year period preceding Supplier's acceptance of these General Terms, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

在供应商接受本通用条款之前的3年内，没有因下列行为被判有罪或被作出民事判决：实施与获得、

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试图获得或履行公共（联邦、州或地方）合同或分包合同有关的欺诈或刑事犯罪；违反有关报价提交的联邦、州或地方的反垄断法；贪污、盗窃、伪造、贿赂、篡改或销毁记录，做虚假陈述，逃税或接受盗窃财产；

iii. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in paragraph 20(b)(ii) of this certification; and
目前没有因实施本证明第20 (b)(ii）段中列举的任何罪行而被起诉或被政府机构以其他方式刑事或民事指控；和

iv. Have not within a three-year period preceding Supplier's acceptance of these General Terms, had one or more contract s terminated for default by any Federal agency.
在供应商接受本通用条款之前的3年内，没有一份或多份合同因任何联邦机构的违约行为而被终止。

c. "Principals," for the purposes of this certification, means officers; directors; owners; partners' and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division or business segment, and similar positions).
"委托人"就本证明而言，是指管理人员、董事、所有人、合伙人和在商业实体中承担主要管理或监督职责的人（如总经理、厂长、子公司、分部或业务部门的负责人以及类似职位）。

d. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, U. S. C.
本证明涉及美国机构管辖权范围内的事项，出具虚假的、虚构的或欺诈性的证明将使出具人受到根据美国法典第18章第1001节的起诉。

e. The certification of this provision is a material representation of fact upon which reliance was placed when issuing a Purchase Order hereunder. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to it, Buyer may terminate any Purchase Order for default.
本条款的证明是签发采购订单时所依据的事实的实质性陈述。如果随后发现供应商故意出具了错误的证明，除了其他可获得的救济外，买方还可以因供应商的违约而终止任何采购订单。

10. OWNERSHIP OF INTELLECTUAL PROPERTY.
知识产权的所有权

a. For the purposes of these General Terms, "**Intellectual Property**" shall mean all proprietary information, intellectual contributions, creative ideas, developments, discoveries, inventions, patents, copyrights, trade secrets, designs, engineering details, drawings, mask sets, design tapes, documentation, data, cells, processes, methods, and any other intellectual property rights recognized under any law in any jurisdiction worldwide. The definition of Intellectual Property includes derivative works and next generation works. For purposes of this Section 10, the term "Supplier" shall be expanded to include Supplier and Supplier's officers, agents, employees, and/or contractors.
就本通用条款而言，"**知识产权**"指所有专有信息、智力贡献、创造性想法、开发、发现、发明、专利、版权、商业秘密、设计、工程细节、图纸、掩膜组、设计带、文件、数据、细胞、工序、方法，以及世界范围内任何司法管辖区内的任何法律承认的任何其他知识产权。知识产权的定义包括衍生作品和下一代作品。就本第10条而言，"供应商"一词应予以扩大，包括供应商及其管理人员、代理人、雇员和/或承包商。

b. The Intellectual Property of Buyer which preexisted these General Terms is and shall remain the sole and exclusive property of Buyer. The Intellectual Property of Supplier which preexisted these General Terms is and shall remain the sole and exclusive property of Supplier. Nothing in these General Terms shall constitute a transfer of ownership of any such preexisting Intellectual Property from one party to any other party, except that Supplier grants to Buyer an unlimited, perpetual, irrevocable, assignable, world-wide, fully paid up, royalty free, nonexclusive, and transferable license to any Intellectual Property of Supplier necessary for Buyer to use or sell the Products purchased under these General Terms. To the limited extent necessary for Supplier to perform its obligations under these General Terms, Buyer hereby grants to Supplier a revocable, non-transferrable, non-exclusive, and strictly limited license to use Buyer Intellectual Property for the sole and exclusive purpose of providing Products to Buyer in accordance with General Terms. Supplier may not use Buyer Intellectual Property for

any other purpose, and no other Intellectual Property rights of Buyer are transferred or granted to Supplier hereunder.
在本通用条款之前已存在的买方的知识产权是且应始终是买方的专有财产。在本通用条款之前已存在的供应商的知识产权是且应始终是供应商的专有财产。本通用条款中的任何规定均不构成任何该等已存在的知识产权的所有权从一方转让给另一方，但为买方使用或销售本通用条款下采购的产品之必要目的，供应商向买方授予一项无限的、永久的、不可撤销的、可让与的、全球范围的、全额付清的、免特许权使用费的、非排他的、可转让的、有关供应商知识产权的许可。在供应商履行其在本通用条款下义务所需的有限范围内，买方特此向供应商授予一项可撤销的、不可转让的、非排他的和严格受限的许可，仅为供应商根据本通用条款向买方提供产品的唯一目的而使用买方知识产权。供应商不得将买方知识产权用于任何其他目的，并且买方的其他知识产权未在本通用条款下转让或授予供应商。

c. Buyer is and shall be the sole and exclusive owner of the Intellectual Property which arises from the work done by Supplier in connection with the Products purchased under these General Terms. In connection with such ownership, Buyer has the right to use such Intellectual Property for other customers, or to license use of such Intellectual Property to others. The design, development, production, or provision of Products by Supplier under these General Terms shall be "work made for hire" or "commissioned work," and Buyer shall own, and Supplier hereby perpetually and irrevocably assigns to Buyer, all Intellectual Property generated and developmental work conducted by Supplier in connection with these General Terms at the time of creation. Notwithstanding the foregoing, to the extent that: (i) any Intellectual Property is not considered a work made for hire or commissioned work; or (ii) assignment of any Intellectual Property is not legally permissible, Supplier hereby grants Buyer an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable, and unrestricted license to such Intellectual Property to the fullest extent permitted by law. Supplier will execute any documents that Buyer reasonably determines are necessary to document Buyer's rights in such Intellectual Property or to secure or perfect any rights of Buyer relating to such Intellectual Property. Notwithstanding anything stated herein to the contrary, the provisions of this Section 10 shall survive the expiration or termination of these General Terms.
买方是且应是供应商就本通用条款下所采购的产品所进行的工作所产生的知识产权的唯一的、排他的所有人。就此类所有权而言，买方有权为其他客户使用该等知识产权，或将该等知识产权许可他人使用。供应商在本通用条款下进行的产品设计、开发、生产或提供均为"职务作品"或"受托作品"，供应商根据本通用条款所形成的和进行开发工作时产生的知识产权均归买方所有，且供应商在此永久并不可撤销地将上述所有知识产权转让给买方。尽管有上述规定，如果（i）任何知识产权不被视为职务作品或受托作品；或（ii）任何知识产权的转让不被法律允许，供应商在此向买方授予该等知识产权的排他的、免版税的、全球的、永久的、不可撤销的、可转让的、可再许可的和不受限制的许可。供应商将签署买方合理认为必要的任何文件，以证明买方对该等知识产权的权利，或确保或完善买方对该等知识产权的任何权利。无论本通用条款是否有其他相反规定，本第10条的规定在本通用条款期满或终止后继续有效。

11. CONFIDENTIAL INFORMATION.
保密信息

a. A Party (the "**Discloser**") may disclose "**Confidential Information**" to the other Party (the "**Recipient**"). "**Confidential Information**" is all information that the Discloser marks confidential or that a reasonable business person would consider confidential. Confidential Information may also include, without limitation, any and all information that identifies, relates to, describes, or is reasonably capable of being associated or reasonably linked or linkable to a particular individual or device ("**Personal Information**"). In the event that a non-disclosure agreement exists between the Parties which governs the exchange of Confidential Information pursuant to a Purchase Order governed by these General Terms, such non-disclosure agreement shall take precedence over this Section, and the Parties agree that such non-disclosure agreement is hereby amended to expand the purpose or scope of such non-disclosure agreement to include the purchase of the Products under these General terms.
一方（"**披露方**"）可以向另一方（"**接收方**"）披露"保密信息"。"**保密信息**"系指披露方标注为保密的或理性的商业人士会认为是保密信息的所有信息。保密信息还可能

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包括但不限于，标识、涉及、描述、或能够合理地与特定个人或设备相关联、或合理地链接、链接到特定个人或设备的所有信息（“**个人信息**”）。如果双方存在对依照本通用条款所管辖的订单交换保密信息的保密协议，则该保密协议应优先于本节的规定，且双方同意对该保密协议进行修改，扩大该保密协议的目的或范围，以涵盖本通用条款项下进行的产品采购。

b. Recipient may use Confidential Information only for the purpose of buying and selling Products under the General Terms and related Purchase Orders (the “**Purpose**”). Recipient must use a reasonable degree of care to protect Confidential Information and to prevent unauthorized use or disclosure. Recipient may share Confidential Information with its, or any of its employees, directors, agents, or third-party contractors, who need to know it in connection with the Purpose, and who have agreed in writing to keep confidential Discloser’s Confidential Information, or information of a type that would include Discloser’s Confidential Information. Recipient agrees to protect all Personal Information in accordance with all applicable privacy, data protection, and security laws and regulations. Supplier may not announce, describe, or confirm the existence or terms of these General Terms as agreed by the Parties or use the name, logo, trademark, or other symbol of Buyer in publicity releases or advertising without securing the prior written consent of Buyer.

接收方仅可为依照本通用条款和有关订单买卖产品的目的（“**目的**”）使用保密信息。接收方必须以合理程度的谨慎保护保密信息，防止未经授权的使用或披露。接收方可与因实现目的而需要知晓保密信息的接收方或其任何雇员、董事、代理或第三方承包商共享保密信息，并且上述人员已书面同意对披露方的保密信息或将包括披露方保密信息的某一类型的信息进行保密。接收方同意根据所有适用的隐私、数据保护和安全法律法规，保护所有的个人信息。供应商在未得到买方书面同意的情况下，不得宣布、描述或确认本通用条款的存在或条款的内容，不得在宣传稿或广告中使用买方的名称、标志、商标或其他标志。

c. Confidential Information does not include information that: 保密信息不包括以下信息：
(a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A Party is permitted to disclose Confidential Information when compelled to do so by law if that Party provides reasonable prior notice to the other Party (unless a law or court order bars giving notice).

（a） 在从披露方获得保密信息之前，为接收方所知悉的信息；（b）非因接收方的过错而从公众处获得的信息；（c）接收方从不承担保密义务的第三方处正当获得的信息；（d）接收方独立开发的信息。当法律强制要求披露保密信息时，如果一方事先向另一方提供了合理的通知（除非法律或法院命令禁止发出通知），则该方可以披露保密信息。

d. Each Party has a duty not to disclose the existence of these General Terms as agreed by the Parties, the Purpose, or the nature of the Parties’ business dealings with each other, without the other Party’s prior, written consent.
未经另一方事先书面同意，一方有义务不披露双方约定的本通用条款的存在、目的或双方业务往来的性质。

e. If a Party breaches this provision, the other Party may seek injunctive and other equitable or similar relief. The Parties waive any requirement to post bond, or prove actual damages, in connection with seeking this relief.
如果一方违反本条款，另一方可以寻求禁令、保全等临时措施和其他衡平法或类似的救济。双方放弃任何与寻求该救济有关的保证金或证明实际损害的要求。

f. After performance related to the final Purchase Order issued under the General Terms is concluded: (i) Recipient's duty to protect Confidential Information that is disclosed hereunder expires five years thereafter, and (ii) the Recipient must destroy or return the Discloser’s Confidential Information to the Discloser, except Confidential Information that is automatically stored on a backup system in the ordinary course of business. Confidential Information that is retained and stored remains subject to the same confidentiality and use limitations of these General Terms even after its termination.
根据本通用条款发出的最终订单相关的履约结束之后：（i）接收方保护保密信息的义务自该义务履行完毕之日起五年届满；（ii）接收方必须将披露方的保密信息销毁或返还披露方，但在正常业务过程中自动存储在备份系统中的保密信息除外。即使在本通用条款终止之后，被

保留和存储的保密信息仍受本通用条款中相同的保密要求和使用限制的约束。

g. To the extent Supplier and Buyer are parties to a non-disclosure agreement that addresses the exchange of competitively sensitive information of Supplier, such non-disclosure agreement will govern.
如果供应商和买方是保密协议的当事方，而该保密协议涉及交换供应商的竞争性敏感信息，则适用该保密协议。

12. SECURITY
安全

a. In efforts to secure sensitive and confidential information, Supplier will maintain a cybersecurity program, including the adoption and enforcement of internal policies and procedures, in accordance with the highest industry standards and best practices. Such program will aim to (a) protect Buyer and Supplier information against accidental or unlawful loss, access, or disclosure, (b) identify and mitigate foreseeable and internal risks to security and unauthorized access, and (c) implement, at a minimum, the security controls enumerated in the most recent version of U.S. FAR 52.204-21 (https://www.acquisition.gov/far/52.204-21).
为保护敏感和保密信息，供应商将维持一套网络安全计划，包括根据最高行业标准和最佳实践制定并执行内部政策和程序。该计划旨在：(a) 保护买方和供应商信息免遭意外或非法丢失、访问或披露；(b) 识别并减轻可预见的及内部的安全风险和未经授权的访问；(c) 至少实施美国联邦采购条例FAR 52.204-21（https://www.acquisition.gov/far/52.204-21）最新版本中列明的安全控制措施。

b. Supplier will: (a) enforce policies and procedures related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) enforce multi-factor authentication for employees; (c) configure network security, firewalls, accounts, and resources for least-privileged access; (d) maintain a logging and incident response procedure; (e) maintain corrective action plans to respond to potential security threats and (f) conduct periodic reviews of Supplier's security posture and the capability of Supplier's information security program as aligned to industry standards and practices, as well as Supplier's own policies and procedures.
供应商将：(a) 执行与电子、网络及物理监控以及数据存储、传输和访问相关的政策和程序；(b) 对员工实施多因素身份验证；(c) 将网络安全、防火墙、账户及资源配置为最小权限访问；(d) 维护日志记录和事件响应程序；(e) 制定纠正措施计划以应对潜在安全威胁；(f) 定期审查供应商的安全状况以及其信息安全计划的能力，使其符合行业标准和实践以及供应商自身的政策和程序。

c. If Supplier becomes aware of any compromise of information used in the performance of this Agreement, or provided by Buyer to Supplier, its officers, employers, suppliers, or contractors (an "**Incident**"), Supplier shall take appropriate immediate actions to investigate and contain the Incident and associated risk, including notification to Buyer within 24 hours after discovery of the Incident. "**Compromise**" as used in this clause refers to access without authorization, accidental disclosure, misuse, loss, destruction, or altercation other than as required to perform contractual duties. Supplier must provide response and cooperation to Buyer in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred throughout the investigation or remediation of Incidents shall be borne by the Seller.
如果供应商发现任何在履行本协议过程中使用的信息，或由买方向供应商、其管理人员、雇员、供应商或承包商提供的信息发生泄露（"事件"），供应商应立即采取适当措施调查并控制该事件及相关风险，包括在发现事件后24小时内通知买方。"泄露"在本条款中指未经授权的访问、意外披露、滥用、丢失、破坏或除履行合同义务所需之外的篡改。买方就任何事件的性质和范围进行的调查，供应商必须向买方提供响应和配合。调查或补救事件过程中产生的任何费用应由卖方承担。

13. SUSTAINABILITY
可持续

a. Supplier agrees to support Buyer's greenhouse gas (GHG) emissions reduction initiatives by reducing Supplier's own GHG emissions as well as driving similar reductions on its own upstream suppliers. Supplier will enter into a separate agreement with Buyeroutlining specific quantitative GHG reduction commitments.
供应商同意通过减少自身的温室气体（GHG）排放，并推动其上游供应商实现类似减排，以支持买方的温室气

体减排计划。供应商将与买方另行签署协议，明确具体的量化温室气体减排承诺。

b. Supplier agrees to provide information on its sustainability performance to support Buyer's environmental, social, and governance requirements, in a format as directed by Buyer to include (but not be limited to):
- Completion of self-assessment questionnaires (SAQs) for compliance to the Responsible Business Alliance (RBA) code of conduct.
- Completion of third-party audits by validated audit partners (VAP) for compliance to the Responsible Business Alliance (RBA) code of conduct.
- Annual disclosure of Greenhouse Gas (GHG) emissions, Scope 1, Scope 2, and upstream Scope 3 (categories 1-8) as defined by the World Resources Institute Greenhouse Gas Protocol.
- Progress against GHG reduction targets as separately agreed between the Parties.
- Other environmental, social, and governance programs as reasonably requested by Buyer.

供应商同意按照买方要求的格式提供其可持续发展绩效信息，以支持买方的环境、社会及治理（ESG）要求，该等信息包括但不限于：
- 完成责任商业联盟（RBA）行为准则合规的自我评估问卷（SAQ）。
- 由经认证的审计合作伙伴（VAP）完成责任商业联盟（RBA）行为准则合规的第三方审计。
- 按照世界资源研究所《温室气体核算体系》定义，每年披露温室气体（GHG）排放数据，包括范围1、范围2以及上游范围3（类别1-8）。
- 就双方另行约定的温室气体减排目标的进展情况进行汇报。
- 买方合理要求的其他环境、社会及治理相关项目。

14. INDEMNIFICATION.
赔偿

a. For purposes of this Section 14, the term "Supplier" shall be expanded to include Supplier and Supplier's Affiliates, officers, agents, employees, and/or contractors. Supplier will indemnify and hold Buyer harmless from and against all liabilities, costs, losses, or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with any of the following: (i) death, personal injury, or tangible property damage caused by an act or omission of Supplier or by any Product; (ii) Supplier's negligence, gross negligence, recklessness or willful misconduct; (iii) use of Products by Buyer as contemplated, including any allegation that a Product (including the materials or processes used in the manufacture of such Product) infringes or misappropriates any intellectual property right of a third party; (iv) strict liability in tort or products liability of any other kind in connection with any Products provided by Supplier; or (v) Supplier's breach or alleged breach of any agreement between the Parties, the General Terms, or any additional terms applicable to a Purchase Order.

为本第14条之目的，"供应商"一词应予以扩展，包括供应商及其关联公司、管理人员、代理人、雇员和/或承包商。供应商将赔偿买方并使买方免受因以下任何事项而产生或遭受的所有责任、成本、损失或开支，包括合理的律师费：（i）供应商的作为或不作为或任何产品造成的死亡、人身伤害或有形财产损害；（ii）供应商的过失、重大过失、鲁莽行为或故意不当行为；（iii）买方按照预期使用产品，包括指控产品（包括生产该等产品所使用的材料或工艺）侵犯或盗用第三方的任何知识产权；（iv）与供应商提供的任何产品有关的严格责任或任何其他种类的产品责任；或（v）供应商对双方之间的任何协议、通用条款或适用于订单的任何附加条款的违反或被指控的违反。

b. Buyer will notify Supplier in writing of any claim, act, or allegation, promptly after learning of it, and will assist and cooperate in its defense or settlement. Defense and settlement will be at Supplier's sole expense, and Supplier will pay all damages and costs awarded against Buyer as a result of any arbitration, suit or proceeding.

买方将在获悉任何索赔、行为或指控后，立即以书面形式通知供应商，并在其抗辩或和解中提供协助和合作。供应商将独自承担抗辩和和解的费用，且供应商将支付由于任何仲裁、诉讼或程序而裁定对买方造成的所有损害赔偿和费用。

15. INSURANCE.
保险

a. Supplier will, at its own expense, carry and maintain

insurance in full force and effect with financially sound and reputable insurers, which includes: (i) commercial general liability (including product liability) in a sum no less than US$3,000,000 for each occurrence and US$5,000,000 in the aggregate; (ii) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by a Purchase Order; and (iii) if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Purchase Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of those vehicles, with limits of no less than US$3,000,000.

供应商将自费向财务和声誉良好的保险公司投保并维持该等保险充分有效，该等保险包括：（i）商业综合责任险（包括产品责任险），每起事故金额不低于3,000,000美元，总额不低于5,000,000美元；（ii）符合受订单影响的各司法管辖区的适用法律的劳工保险；及（iii）如果供应商在提供和/或履行订单时将使用或提供使用机动车辆，则应购买涵盖因使用该等车辆而导致的人身伤害和财产损失的所有责任的汽车（机动车辆）保险，且限额不低于3,000,000美元。

b. If Buyer so requests, Supplier will list Company as an "additional insured" or a "loss payee," as appropriate, on these policies and provide proof that it has done so, and provide proof that all insurance policies required under these General Terms are "claims occurrence" policies.

如买方要求，供应商应在该等保单上将公司列为"附加被保险人"或"受益人"（视情况而定），并提供已完成前述要求的证明，且提供证据证明本通用条款项下要求的所有保单均为"索赔发生"保单。

16. MISCELLANEOUS.

其他规定。

a. AUDIT. For Buyer to assess Supplier's performance under the General Terms, including Supplier's compliance with respect to pricing, specifications, warranties, security, environmental requirements, and certifications, Buyer or its designated representative(s) have the right, with reasonable notice to Supplier, to access and audit Supplier's facilities, books, records, goods, computer network defense systems, data security measures, cybersecurity controls, subcontractors, cloud service providers, and services related to the Supplier's compliance with the General Terms, including the compliance of Supplier's vendors and supply chain with applicable provisions of these General Terms, for a period of three (3) years following the later of expiration or termination of any Purchase Order. The costs of any audit will be paid by Buyer, unless the audit reveals nonconformance by Supplier, in which case Supplier will promptly reimburse Buyer for the reasonable costs of the audit within five days after Buyer demands reimbursement. Supplier will impose similar requirements on its suppliers to ensure their compliance with all applicable laws, rules, and regulations. All materials and workmanship entering into the performance of any Purchase Order may be inspected, tested and expedited at all times and places either before, during or after manufacture by representatives designated by Buyer. The exercise of this right to inspect, test and expedite, however, shall in no way relieve Supplier of its obligation to furnish all articles or materials in strict accordance with the specifications and all terms and conditions set forth herein and in any applicable Purchase Order. If inspection, testing and expediting are made on the premises of Supplier or its supplier, Supplier shall furnish without additional charges all reasonable facilities and assistance for the safety and convenience of the Buyer representatives in the performance of their duties. Supplier shall not retaliate in any form against its employees, agents, or subcontractors who, in good faith, cooperate with Buyer or its representatives during the conduct of an audit, inspection, or compliance review. To assess Supplier's compliance with Section 12 of these General Terms, Buyer may require Supplier to participate with Buyer in a compliance review by completing an evaluation survey, participating in joint incident response exercises, and other similar activities.

审计。为使买方根据通用条款评估供应商的履约情况，包括供应商对价格、规格、保证、安全、环境要求和证书的遵守情况，买方或其指定的代表在任何订单到期或终止（以较晚发生者为准）后的三（3）年期间内，在向供应商发出合理通知的情况下，有权访问并审计供应商与其遵守通用条款有关的设施、账簿、记录、货物、计算机网络防御系统、数据安全措施、网络安全控制、分包商、云服务提供商和服务，包括供应商和其供应链遵守本通用条款中适用规定的情况。任何审计费用将由买方承担，除非审计结果显示供应商不符合要求，在此情况下，供应商应在买方提出补偿要求后的五（5）日内及时补偿买方合理的审计费用。供应商将对其供应商施加类似要求，以确保其遵守所有适用法律、法规和规章。买方指定的代表可在在生产前、生产期间或生产后的任

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何时间和地点对履行任何订单所使用的所有材料和工艺进行检查、测试和催验。但是，该检查、测试和催验权的行使不得以任何方式免除供应商严格按照本通用条款和任何适用订单中规定的规格和所有条款和条件提供所有物品和材料的义务。如果检查、测试和催验是在供应商或其供应商的场所进行的，供应商应为买方代表履行其职责时的安全和便利提供所有合理的设施和协助，并且不收取额外费用。供应商不得以任何形式报复在审计、检查或合规审查过程中与买方或其代表善意合作的供应商员工、代理或分包商。为评估供应商对本通用条款第12条的遵守情况，买方可要求供应商通过完成评估问卷、参与联合事件响应演练及其他类似活动，与买方共同参与合规审查。

b. DELAYS. Time is of the essence in Supplier's performance. Supplier must immediately notify Buyer whenever Supplier has knowledge of an actual or potential delay to the timely performance of a Purchase Order. If Supplier refuses or fails to meet the delivery date(s) specified in a Purchase Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs to Supplier, or cancel all or part of the Purchase Order.

延迟。时间是供应商履行义务的要素。在供应商知悉采购订单的及时履行发生实际或潜在的延迟时，供应商应立即通知买方。如果供应商拒绝或未能在采购订单中规定的日期交付，买方可在不限制其其他权利和救济的情况下，直接采取加速措施，向供应商收取额外费用，或取消全部或部分采购订单。

c. ENTIRE AGREEMENT. The General Terms along with any Purchase Order and/or contract incorporating these General Terms comprise the complete understanding and contract between Supplier and Buyer with respect to their subject matter, and supersede any prior written or oral understandings on the same subject, except for an active NDA between the Parties. No purported amendment, modification or waiver of a provision will be binding on Buyer unless it is in a written document signed by an authorized representative of Buyer. Any waiver is limited to the circumstance or event specifically referenced in the written waiver document. Headings are for purposes of reference only and do not in any way limit or affect the meaning or interpretation of any of the terms. If the scope of any of the provisions of these General Terms is too broad or otherwise unenforceable to its full extent, then such provisions will be enforced to the maximum extent permitted by law, and the Parties consent and agree that the scope may be judicially modified to the extent necessary to conform to law.

完整协议。本通用条款和任何采购订单和/或包含本通用条款的合同构成供应商与买方就本标的达成的全部谅解和合同，并取代先前就相同标的达成的任何书面或口头谅解，但双方之间有效的保密协议（NDA）除外。除非经买方授权代表签署书面文件，否则任何对条款的声称的修订、修改或弃权对买方均不具有约束力。任何弃权仅限于书面弃权文件中明确提及的情形或事件。标题仅为方便查阅而设，不得以任何方式限制或影响任何条款的含义或解释。如果本通用条款中任何条款的适用范围过于宽泛或无法完全执行，则该等条款应在法律允许的最大范围内执行，且双方同意该等条款的适用范围可在符合法律的必要范围内通过司法途径进行调整。

d. ASSIGNMENT. Supplier may not assign or subcontract any of its rights or obligations under these General Terms without Buyer's prior written consent. Supplier is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from a subcontractor's acts or omissions. Any assignment or subcontract of a Purchase Order or any interest therein or any payment due or to become due thereunder shall be void without the written consent of Buyer.

转让。未经买方事先书面同意，供应商不得转让或分包本通用条款中的任何权利或义务。供应商应对任何分包商的履约或不履约负责，并应保障买方免于承担因分包商的作为或不作为导致的所有索赔、诉讼、损失、损害、成本和费用（包括合理的律师费）。未经买方书面同意，任何对采购订单或其中任何利益的转让或分包或任何到期或将到期的付款要求均为无效。

e. ENFORCEABILITY. If a provision of a Purchase Order, or the General Terms, is held to be unenforceable by the final order of any court of competent jurisdiction, that provision will be severed and not affect the interpretation or enforceability of the remaining provisions.

可执行性.如果采购订单中的某条款或通用条款被任何有

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管辖权的法院的终审裁定认定为不可执行，则该条款将被分割，并不影响其他条款的解释和可执行性。

f. GOVERNING LAW AND JURISDICTION. The General Terms are governed by and interpreted in accordance with the laws of the People's Republic of China, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the General Terms. Supplier consents to the exclusive jurisdiction and venue of the court where the Buyer is located, as the exclusive forum for the resolution of disputes.

适用法律和管辖权.本通用条款受中华人民共和国法律管辖并据其解释，不包括冲突法规则。《联合国国际货物销售合同公约》不适用于本通用条款。供应商同意买方住所地法院作为解决争议的唯一法院，其排他性的管辖权和审判地。

g. TOOLS AND MATERIALS. Title to and all other rights in tangible property that Buyer provides to Supplier, that Buyer pays for and are obtained by Supplier, or that Supplier produces in submitting a bid or estimate to Buyer, or in carrying out a Purchase Order, will be vested in Buyer, and Supplier must return or deliver all tangible property to Buyer promptly, on request. Supplier assigns to Buyer all copyrights in and to any literary property produced by Supplier for Buyer. Unless Buyer agrees otherwise, all special purpose tooling or materials that Supplier uses to fulfill a Purchase Order under this subsection: (i) remains the property of Buyer; (ii) is removable at any time upon demand by Buyer without additional cost; (iii) will only be used by Supplier in filling orders from Buyer; (iv) will be kept separate from Supplier's other tools and materials; (v) will be clearly identified by Supplier as the property of Buyer, (vi) will be kept confidential as set forth herein, and (vii) will be kept in good operating condition. Supplier shall be responsible for all loss or damage to any special purpose tooling or materials while in Supplier's possession and insure its risk in this respect with adequate fire and extended coverage insurance. All taxes, assessments and similar charges levies with respect to or upon any such special purpose tooling or materials while in Supplier's possession or control and for which no exemption is available shall be borne by Supplier.

工具和材料。买方向供应商提供的、买方为之付款并由供应商获得的、供应商在向买方提交投标或估价或履行采购订单过程中产生的有形财产的所有权和所有其他权利均归属于买方，且供应商必须在买方要求时及时返还或交付所有有形财产。供应商向买方转让供应商为买方制作的任何文学作品的所有版权。除非买方另行同意，供应商在本款项下为履行采购订单而使用的所有专用工具或材料：（i）仍为买方财产；（ii）可在买方要求时随时移除，且无需支付额外费用；（iii）将仅由供应商用于完成买方的订单时使用；（iv）将与供应商的其他工具和材料分开保存；（v）将由供应商清楚地标明其属于买方财产；（vi）将按照本条款的规定进行保密；及（vii）将处于良好的操作状态。供应商应对任何专用工具或材料在其占有期间发生的所有损失或损害负责，并就相关风险投保充分的火险和扩展险。在供应商占有或控制该等专用工具或材料期间，其上发生的与之相关或对其征收且不享有任何豁免的所有税费、评估和类似费用均应由供应商承担。

h. FORCE MAJEURE. As used in these General Terms, "**Force Majeure**" means an act or event that: (a) prevents a Party from performing its obligations under these General Terms, a Purchase Order or a Statement of Work ("**SOW**"); (b) is beyond the reasonable control of and not the fault of the Party; and (c) could not be avoided or overcome, despite the Party's best efforts to do so. Force Majeure events include fire, hurricane, flood, storm, riot, pandemics, acts of war, government, or other embargoes or restrictions on shipping or transport. Force Majeure events do not include economic hardship, labor strikes, supply shortages, changes in market conditions, lack of internet access, viruses, security incidents, insufficiency of funds, changes in the law, one Party's non-compliance with applicable laws and regulations, court orders, or legislative, judicial, or administrative rulings. Neither Party will be liable for any delay in performing, or for failing to perform, its obligations under these General Terms resulting from Force Majeure if that Party uses its commercially reasonable efforts to mitigate its effects. The Party affected by a Force Majeure must promptly notify the other Party of the event (not later than five business days after discovery), and any impacted delivery dates will be extended for the period of delay or inability to perform. If a Party's performance is delayed by Force Majeure for fifteen business days or more, the unaffected Party may at any time thereafter terminate these General Terms or an impacted SOW or Purchase Order upon notice.

不可抗力。在本通用条款中，"**不可抗力**"是指如下行为或事件：（a）阻止一方履行其在本通用条款、采购订单

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或工作说明（“**工作说明**”）项下义务的行为或事件；（b）超出该方合理控制范围且非因其过错导致；且（c）尽管尽了最大努力仍无法避免或克服的行为或事件。不可抗力事件包括火灾、飓风、洪水、风暴、暴动、流行病、战争、政府或其他禁运或航运或运输限制。不可抗力事件不包括经济困难、劳工罢工、供应短缺、市场形势变化、互联网无法接入、病毒、安全事件、资金不足、法律变化、一方未遵守适用法律法规、法院指令或立法、司法或行政裁定。如果一方尽其商业上合理的努力减轻不可抗力的影响，则该方对因不可抗力而延迟履行或未能履行其在本通用条款项下的义务不承担责任。受不可抗力影响的一方必须立即通知另一方该事件的发生（不迟于发现该事件后的五个工作日），任何受影响的交付日期将被延迟履行或不能履行的期间相应延长。如果一方因不可抗力而延迟履约达十五个工作日或以上，未受影响的一方可在此后的任何时间经通知终止本通用条款或受影响的工作说明或采购订单。

i. TERMINATION FOR CAUSE.
因故终止

i. Buyer may terminate any applicable Purchase Order is Supplier materially defaults in the performance of any material term or condition thirty (30) days after the defaulting party's receipt of written notice of material default (the "**Cure Period**"), provided that the Supplier has not cured such default within such period. In the event of a cancellation under this subsection, Supplier shall reimburse Buyer for any additional cost incurred by Buyer if Buyer purchases from any third-party products substantially similar and in the same quantity as the Products.
如果供应商在履行任何实质性条款或条件时实质性违约，在收到违约方的书面通知后三十（30）日（“**补正期**”）内未补正该违约，买方有权终止任何适用的采购订单。如果订单根据本款规定取消，供应商应补偿买方因买方向任何第三方采购实质上与产品类似且相同数量的产品而产生的任何额外费用。

ii. Either Party may terminate any or all outstanding Purchase Orders immediately upon written notice to the other in the event that the other Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed to it, or undergoes a sale of all or substantially all of its assets relating to any Purchase Order.
如果一方资不抵债、不能支付到期债务、申请破产、为债权人的利益进行转让、被指定接管人、或出售其与任何采购订单相关的全部或绝大部分资产，另一方有权向另一方发出书面通知，立即终止任何或所有未完成的采购订单。

j. COUNTERPARTS. These General Terms may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
副本。本通用条款可签署多份副本，每份副本将被视为正本，但所有副本共同构成同一份文件。

k. ELECTRONIC SIGNATURE. These General Terms and all SOWs, Purchase Orders, change orders, amendments, or other documents requiring signature may be executed using digital or electronic signatures, and those documents that are digitally or electronically executed will be legally binding.
电子签名。本通用条款和所有工作说明、采购订单、变更指令、修订或其他要求签名的文件可使用数字或电子签名来签署，且经数字或电子签署的文件具有法律约束力。