

PURCHASE ORDER TERMS AND CONDITIONS

(采购订单条款和条件)

This Order is subject to the following terms and conditions and such other special terms and conditions, which may be appended hereto.

(此订单是以以下条款和条件以及其他特殊条款和条件附加或可能附加到此为准的)

By accepting the order, or any part thereof, the Seller agrees to and accepts said terms and conditions.

(通过订单整份或其任何部分的接受, 卖方将被视为同意并接受所述条款和条件)

1. Buyer will not be responsible for any goods delivered without purchase order.

(买方将不负责任何无采购订单的商品的相关责任)

2. Seller will send separate invoice for each purchase order number.

(卖方将提供对应采购订单号的发票, 并在发票上列明订单号码)

3. Shipment and Delivery:

(运输及交货)

3.1 Goods must be shipped as per Buyer's Weekly Open PO/Forecast Report; otherwise any extra handling charge will be billed back to the Seller.

(货物必须按买方的每周剩余订单/预测报告出货, 否则产生的任何额外费用将由卖方自行承担。)

3.2 Prospective Failure: Seller shall give Buyer notice of any prospective failure to ship goods on the delivery date specified by Buyer.

(潜在的失效: 卖方应就任何潜在因素导致无法按照买方指定的交货日期出货的情况, 给予买方提前通知。)

3.3 Portion of Goods Available: If only a portion of goods is available for shipment to meet the Delivery Date, Seller shall promptly notify Buyer and ship the available goods unless directed by ACM to reschedule shipment. If Seller ships goods by a method other than as specified in this Order, Seller shall pay any resulting increase in the cost of freight incurred over that which would have been incurred had Seller complied with Buyer's shipping instruction.

(部分供货: 如果到定单约定的交货日时只有部分货物可供发货, 卖方应及时通知买方, 并运送货物, 除非 ACM 另有指示更改交期。如果卖方以订单指定以外的方式交付货物, 卖方应支付因未遵照买方运输指示而由此产生的任何增加的运费成本。)

3.4 Untimely Shipment: If, due to Seller's failure to timely ship goods, the specified method of transportation would not permit Seller to meet the Delivery Date, the goods affected shall be shipped by air transportation or other expedient means acceptable to Buyer. Seller shall pay for any resulting increase in the cost of freight incurred over that which would have been incurred had Seller shipped goods in a timely fashion by the method of transportation specified by Buyer. In addition, any penalties imposed by Buyer's immediate end customer due to this untimely shipment will be billed accordingly to supplier.

(延期交货: 如果由于卖方未能及时运送货物, 原指定的运输方式已不能满足交货日期, 受影响货物应当用空运或买方可以接受的其他适宜方式来运送。卖方应承担由此造成的任何超出的额外运输费。此外, 买方的直接终端客户, 由于这个不及时货物施加给买方的任何处罚, 将相应计费给卖方。)

3.5 Early Delivery: If goods are delivered more than three (3) work days prior to the Delivery Date, Buyer may either return goods or delay processing the corresponding invoice until the Delivery Date.

(提前交货: 如果货物交付比交付日期提前超过 3 个工作日, 买方可要求退还货物或延迟处理相应的发票, 直至交货日期。)

3.6 Over Shipment: If Seller makes any shipment that is in excess of the quantity specified in the order, Buyer may return excess goods.

(超量交货: 如果卖方发货超出订单所指定的数量, 买方可以退还剩余物品。)

3.7 Cost and Expenses: Seller shall be responsible for all costs and expenses, including transportation charges, associated with return of over shipments and early shipments by Buyer to Seller.

(成本及开支: 因卖方超量交货和提前交货导致买方退还的, 所产生的一切费用必须由卖方自行承担, 包含退运的运输费。)

3.8 Protection of Goods: Seller shall preserve, package, handle and pack goods so as to protect goods from loss or damage, in conformance with good commercial practice, Buyer specifications, government regulations, and other applicable requirements. Regardless of when title and/or risk of loss passes from Seller to Buyer, Seller shall be responsible for any loss or damage due to its failure to properly preserve, package, handle, or pack goods. Buyer shall not be required to assert any claims for such loss or damage against the carrier involved.

(商品保护: 卖方应保存, 包装, 搬运和打包商品, 以保护货物免于丢失或损坏, 符合良好的商业惯例、买家的规定、政府法规和其他适用之规定。无论何时, 以及丢失风险从卖方转移到买方, 卖方应负责因未能妥善保存、包装、处理或打包货物所造成任何损失或损坏。买方不得被要求向参与其中的承运人要求索赔损失或损坏。)

3.9 Packing List/Delivery Order: Each delivery of goods to Buyer shall include a packing list/delivery order that contains at least: (i) The order number; (ii) the Buyer part number; (iii) the quantity shipped; and (iv) the date of shipment. The information on the packing list/delivery order must agree with the information on the commercial invoice.

(装箱单/送货单: 每次交货给买方须有装箱单/出货单。装箱单/出货单至少包含: (i) 本订单号; (ii) 买方零件编号 (iii) 发货的数量;及 (iv) 发货日期。装箱单/送货单上的信息必须和商业发票上的信息一致。)

4. Changes:

(更改)

4.1 Rescheduling: Buyer may, without charge, reschedule the delivery date and quantity in Weekly Open PO/Forecast Report by given notice of seven (7) calendar days prior to delivery date.

(更改交期: 买方可以于交货日期七 (7) 个日历天前发出通知, 重新安排每周订单剩余/预测报告交货日期和数量, 不需要支付任何费用。)

4.2 Forecasts: Any forecast provided by Buyer is only an accommodation to Seller, and shall not constitute a commitment of any type by Buyer.

(预测信息: 任何买方提供的预测信息只是给卖方的一个便利, 并不构成买方的任何形式的商业承诺)

4.3 Change or Cancellation: Buyer may, without charge, change or cancel any portion of this Order including, without limitation, quantity required, provided Buyer gives Seller notice; (i) for customized goods (i.e. supplied exclusively in accordance with Buyer's design or specification) at least similar to Seller's production lead time prior to the Delivery Date and (ii) for standard goods (i.e. all goods other than customized) at least seven (7) calendar days prior to the Delivery Date.

(更改或取消: 买方可以, 更改或取消本订单的任何部分, 包括但不限于所需的数量, 只要买家给卖家通知; (i) 对于定制商品 (即按照买方的设计或规格独家供应) 至少在卖方的生产制造及交货日期之前及 (ii) 对于标准商品 (即所有商品除了定制商品外) 在交货日期前至少七 (7) 个日历天, 不需要支付任何费用。

4.4 Liabilities: Other than as provided in Section 4.5, if Buyer changes or cancels any portion of this order after the time period specified in Section 4.3, Buyer shall be responsible for actual costs incurred by Seller as a direct result of such change or cancellation which limited to Open PO and such actual costs consist of; (i) seller's actual finished goods inventory within production lead time. (ii) actual unique raw materials inventory within materials' procurement lead time.

(责任: 除描述在第 4.5 节, 如果买家更改或是在第 4.3 节规定的时限后取消此订单的任何部分, 买方将负责支付卖方由有关更改或取消而直接导致的实际所需费用该限于订单剩余; 这样的实际成本包括: (一) 卖方生产周期内的实际成品库存。 (二) 采购期内的实际独特原材料存货。)

4.5 Change of Design or Specifications: Buyer may, effective upon notice to Seller, change Buyer's designs or specifications at any time prior to shipment of corresponding goods. If any such change directly affects the prices or delivery schedules of goods, an equitable adjustment shall be made, provided that Seller makes and Buyer accepts a written claim for an adjustment prior to shipment of goods. If the parties are unable to agree upon the amount of the adjustment, Buyer may, without any liability to Seller, terminate this order as to all goods affected.

(更改设计或规格: 买家可以在有效的通知卖方后, 随时在相应的商品出货前更改买方的设计或规格。倘有任何该等变更直接影响商品的价格或交货期, 即会作出公平调整, 卖方须在商品出货前提供及买方可接受的书面调整索赔。如果双方就调整金额无法达成一致的, 买方可以, 且不对卖方承担任何责任, 终止此受影响的所有商品订单。)

4.6 No process or Design Change: Seller shall not, without the prior written consent of Buyer, make any process or design changes affecting goods.

(没有进程或设计变更: 卖方不得未经买方事先书面同意, 作出任何影响商品的制程和设计更改。)

5. Prices, if not specified, are not to exceed those of the last invoice. Seller warrants that such prices are not in excess of the lowest prices charged by Seller to other similarly situated customers for similar quantities of goods and quality.

(价格, 如果未定价, 不得超出最后一笔的交易发票金额。卖方保证, 该价格不高于卖方对其他类似客户就相同数量和质量所收取的最低价格。)

6. Quality and Warranty:

(质量和保修)

6.1 Material will be subject to inspection and if found defective, or not in accordance with specifications, will be returned freight collect.

(材料将送检, 如果有缺陷, 或不符合规格, 将被退运, 运费到付。)

6.2 WARRANTIES: Seller warrants that all goods delivered or furnished by Seller hereunder, shall be (a) free from any defect in material or workmanship for the shorter of one year from the date the end user receives the Product or 24 months after the date of manufacture, (b) in conformity to and with the terms and conditions of this order and all specifications, drawings and samples approved hereunder by Buyer, (c) merchantable and (d) fit for the purpose for which the same are required and intended to be used by Buyer and its customers. Seller's express warranties contained in this order shall be in addition to any and all warranties otherwise implied by law and no such express warranty shall

exclude any such implied warranty. Each of Seller's said express and implied warranties shall be cumulative and shall survive Buyer's acceptance, payment and use of the goods covered thereby.

(担保: 卖方保证所有在本协议里由卖方交付或提供的商品, 必须是 a. 自终端用户收到产品开始为期一年或从生产日期后为期 24 个月, 无任何材料或工艺缺陷; b. 符合本协议与此订单的条款和条件以及所有买方认可的规格, 图纸和样品, c. 可销售以及 d. 适用于及达到买方及其客户所要求和预期的用途。本协议中的卖方明示保证应排除任何和所有其他法律的默示保证, 若没有这样的明示保证应排除任何默示保证。各卖家的明示和默示保证应予累计, 并应保留买方接受, 并延伸到货物的使用和付款。)

7. Indemnification, Confidential Information Insurance:

(赔偿, 保密信息保险)

7.1 In the event any article, merchandise or other goods are sold and delivered hereunder which may be covered by any patent, copyright, trademark, tradename, logo, design patent or other protected right under law, Seller represents and verifies to Buyer that there is no infringement of any of the above rights as set forth herein. Seller further represents and warrants that the material supplied is not libelous or does not otherwise violate the rights of other persons or constitute a violation of any statute, law, ordinance or regulation of any kind of government, and Seller agrees to indemnify and save Buyer harmless from all losses, damages and expenses, including attorney's fees, which Buyer may suffer as a result of any claim or such violation or alleged violations.

(倘若本协议里的任何物品, 商品或其他商品的销售和交付中可能受任何专利, 版权, 商标, 商品名, 徽标, 设计专利或在法律的其他权利的限制, 卖方应核实及声明买方没有侵犯任何如本文所列的上述权利。卖方进一步声明并保证所提供的材料是没有诽谤或没有以其他方式侵犯他人的权利或构成任何违反法规、法律、法令或任何形式的政府条规, 以及卖方同意赔偿并解救买家无害于因这样的违反或涉嫌违反或任何索赔而导致的一切损失、损害和费用, 包括律师费。)

7.2 Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, agents, and employees, from any and all claims by any person whomsoever for injury to persons or damage to property caused by or in any way arising out of the furnishing of goods or services hereunder except such claims as may result from the negligent act or omission of Buyer, its officers, agents or employees.

(卖方同意保障、捍卫和保证买方无害于因卖方提供相关货物和服务而导致的买方的官员、代理人、雇员及买方的上游客户直至最终使用者的任何人任何形式的人身伤害或财产损失及所有索赔, 除非此类索赔为买方官员、代理人、雇员的过失或疏忽行为导致。)

8. Governmental Compliance: Seller will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under this order and, if applicable, its manufacture of goods. Seller shall furnish to Buyer any information required to enable Buyer to comply with such laws, rules and regulations in its use of the goods or reasonably requested by Buyer to confirm compliance with such laws, rules and regulations or with the provisions of this order.

(政府规定: 卖方将在任何时候都遵守所有联邦, 州, 地方和外国法律, 法规及适用于其按此协议下之责任, 及倘若适用, 包含其商品生产的条例。卖方须提供买方任何所需的信息, 以使买方能够符合这些法律, 法规及其在使用商品的条例或买家合理的要求, 以确认符合这些法律, 法规和条例或本协议的条文。)

9. No Assignment: Seller shall not delegate or assign its rights or obligations without Buyer's prior written consent. Any attempted delegation or assignment by Seller without such consent shall be void.

(无转让: 卖方在未经买方事先书面许可下不得委托或转让其权利或责任。任何未经此类许可的企图委托或转让即属无效。)

10. Publicity: Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.

(宣传: 卖方同意, 不发布任何其中提及买方或引用任何买方员工意见的广告文案, 除非该文案在发布前经买方批准。)

11. GOVERNING LAW. By mutual consent of both parties, the applicable law relative to this agreement shall be the laws of the People's Republic of China and claims hereunder shall be subject to the jurisdiction of the People's Republic of China courts.

(适用法律。经双方相互同意, 适用于本协议的法律是中华人民共和国的法律和本协议的索赔应受中华人民共和国法院的司法管辖。)