

PO TERMS & CONDITIONS (采购订单条款和条件)

1. General terms and conditions that apply to the purchase of all goods and services.

适用于所有货物与服务采购的一般条款和条件。

1. **Acceptance.** This order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in Seller's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Seller's shipment of goods, or performance of services, in response to this order without return of the acknowledgment copy thereof, signed by Seller, shall be considered acceptance by Seller under this Acceptance Condition.

接受。本订单必须立即接受，且接受的内容的明确地仅限于本订单的条款。卖方表格中的任何条款增加或变动均视为重大变更，可发出反对和拒绝这些增加或变动的通知。在卖方根据本订单发送货物或执行服务后，虽然卖方未返回经其签署的订单确认函，也须视为卖方接受了此“接受条件”。

2. **Entire Agreement.** Unless Seller and Buyer have heretofore entered into a written contract covering the purchase of the goods or services or both as described herein, the entire contract between the parties consists of this order and Seller's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by the parties, by their duly authorized representatives.

全部协议。除非卖方与买方此前已达成涵盖本订单所述货物和/或服务采购的书面合约，双方之间的全部协议包括本订单以及如上所述的卖方对于本订单的接受，且上述合约条款不得改变或增加，除非经双方正式授权代表书面签署同意。

3. **Governing Law.** This order shall be construed subject to the laws of the following Country, and, where applicable, by said Country's Uniform Commercial Code, and not the Convention for the International Sale of Goods:

For Buyer entity designated on this order located in India, the order will be governed by and construed under the laws of India.

For Buyer entity designated on this order located in China, the order will be governed by and construed under the laws of People's republic of China.

For all other Buyer entity designated on this order located in Asia-Pacific (besides China and India), the order will be governed by and construed under the laws of Singapore.

准据法。本订单内容须符合下列国家的法律，并且在适用的情况下，须符合下列国家的统一商业法规，而不是国际货物销售公约：

本订单所指买方实体位于印度时，订单将受印度法律管辖，且订单内容须符合印度法律。

本订单所指买方实体位于中国时，订单将受中华人民共和国法律管辖且订单内容须符合中华人民共和国法律。

本订单所指其他所有买方实体位于亚太地区（除中国与印度之外）时，订单将受新加坡法律管辖，且订单内容须符合新加坡法律。

4. **Time is of the Essence.** If delivery, or performance of

services, are not made at the time or times specified, or delivery is not made in the quantity or quantities specified, Buyer shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.

时间因素至关重要。如果未按规定的时间交付货物或执行服务，或未按规定的数量进行交付，买方有权自行选择取消全部或未如期交付部分的订单。如果买方接受延迟的交付，则付款时间也将相应地延迟。

5. **Change in Scope.** Any changes in the scope of Seller's services that result in increases or decreases in the value of this order must have the prior written agreement by the Buyer's Procurement Representative and Seller. Buyer is not required to reimburse Seller for any services performed or goods provided that have not had prior written approval.

范围变更。会导致本订单价值增加或减少的卖方服务范围的任何变动，都必须经过买方采购代表与卖方的书面同意。对于卖方执行或提供的任何未经事先书面批准的服务或货物，买方不必向卖方付款。

6. **Indemnity – Copyright, Patent, and Trade Secret Infringement.** Seller agrees to indemnify, defend and save harmless Buyer, its subsidiaries and customers, against all damages, losses, liabilities and costs (including, without limitation, fees and expenses) resulting from any claims for infringement or misappropriation of patent, copyright, or other intellectual property based upon the use, purchase or resale by Buyer of the goods and services described herein. Buyer shall have the option to participate in the defense of any suit against Buyer on account of any claims from any of the causes above set out in this Indemnity Condition.

赔偿——版权、专利及商业秘密侵权。若因买方使用、采购或转售本订单所述货物与服务而导致买方及其子公司与客户遭受针对专利、版权或其他知识产权的侵害或挪用的任何索赔，卖方同意进行赔偿、为止抗辩、使买方及其子公司与客户不承受损害、损失、责任与费用（包括但不限于费用和开支）。根据上述赔偿条件中列出的任何理由针对买方所提起的任何索赔，买方须有权选择参与抗辩。

7. **Insurance.** Seller shall be solely responsible for providing all of its own insurance and shall at all times maintain such insurance in the types and amounts for the contractual liabilities assumed herein including, without limitation, automobile, general liability and worker's compensation as will protect it: (i) from claims under workers' compensation acts; (ii) from any claims for damages, for injuries, including death, either to its employees, subcontractors or others; and (iii) from claims on account of property damage which may arise in connection with this Agreement, whether performed by Seller or by its subcontractors or anyone directly or indirectly employed by either of them. Seller shall furnish to Buyer proof of insurance upon request. Seller waives all right of recovery or subrogation with respect to damages, losses or claims, whether or not paid under any of the insurance it maintains.

保险。卖方的全部保险，须由其自身单独负责；并且，对于本订单中卖方应承担的合约责任，卖方须始终维持所需险种的所需投保金额，投保险种包括但不限于车险、一般责任险及工人赔偿险，因为这些保险将保障其：

(1) 免受依据工人赔偿法案而进行的索赔；(2) 免受针对因员工、转包商或其他人员的损害及人身伤害（包

括死亡)而提起的任何索赔;以及(3)免受与本协议有关的财产损失所导致的索赔,无论损失是由卖方、其转包商造成的,还是由其中一方直接或间接雇佣的任何人所造成的。卖方须根据买方要求,向买方提供投保证明。对于损害、损失或索赔,卖方放弃所有追偿权或代位求偿权,无论这些赔偿是否由其投保的保险支付。

8. **Warranty.** Seller warrants for a period of (12) months following start of use or (18) months from receipt, whichever occurs first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be of good and merchantable quality and fit and sufficient for the purpose intended.

Buyer shall have the right, at its option, to reject or revoke acceptance, and withhold payment, of any goods and services which do not conform to these warranties, and are not remedied. In case of such rejection or revocation of acceptance, transportation of the rejected goods, both to and from Buyer, shall be at the expense of Seller, said rejected goods are not to be replaced except upon specific instruction from Buyer, and Buyer shall have the right at its option to cancel the remainder, if any, of this order, by notice to Seller at the time notice is given of rejection or revocation of acceptance. Seller shall be liable to Buyer for all damages proximately caused by breach of any of the foregoing warranties, including incidental damages but excluding special or consequential damages.

Seller warrants that all goods shall be new; designed for their intended use; must be fit for purpose; and must comply in all respects with current relevant requirements under the law.

保证。 卖方提供为期(12)个月(自产品使用开始)或(18)个月(自收到产品开始)的保证,以最先出现的时间为准。保证本订单所述货物在工艺、设计、材料与名称方面没有缺陷,并且即使在这些方面有任何缺陷,也符合所有适用的方案、规格、说明、图纸、数据、描述以及样品,并具有良好且适于销售的品质,同时也适合且足以满足预期用途。

对于不符合上述保证,且未采取任何补救措施的任何货物与服务,买方有权自行选择拒绝或撤销接收,并拒绝付款。如果出现这种拒绝或撤销接收的情况,被拒收货物的往返运费须由卖方承担;除非收到买方的具体指示,不得替换上述被拒收货物。同时,买方有权自行选择在通知卖方拒绝或撤销接收时一并取消该笔订单的剩余部分(如果有的话)。基本上是因卖方违反前述任何保证而导致的买方的所有损失(包括附带损失但不包括特殊或间接损失),须由卖方负责。

卖方保证所有货物均是新的;是为其预期用途而设计的;必须适用于其用途;必须在所有方面符合当前法律的相关要求。

9. **Price Guarantee.** Seller represents that prices charged under this order will not exceed those permitted by statute or applicable governmental regulation.

价格保证。 卖方表示本订单中的价格不会超出法规或适用的政府规定允许的范围。

10. **Returns (for overages).** Buyer reserves the right to return for full credit any excess over quantity called for in

any order. Seller shall bear the cost of transportation both ways.

退货(因商品过剩)。 买方保留以全额抵免方式退回任何订单中的任何过量订购商品的权利。卖方须承担双边运输成本。

11. **Title & Risk of Loss.** Except as otherwise provided herein, all goods furnished by Seller hereunder shall become the property of Buyer either upon final payment for the goods therefore or upon delivery of the goods, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the goods until delivery is made in accordance with the delivery provisions of this order. Upon such delivery, risk of loss or damage shall pass to Buyer; provided however, that any loss or damage whenever occurring, which results from Seller's nonconforming packaging or crating shall be borne by Seller.

所有权与损失风险。 除非本订单中另有规定,卖方根据本订单提供的所有货物,在支付货物尾款或交付货物后(以先出现的时间为准),成为买方财产。卖方须对货物负责并须承担货物的所有损失或损害风险,直至按照本订单的交付规定完成交付为止。完成交付后,损失或损害风险须由买方承担;但是,若有任何损失或损害是因卖方包装或打包不当造成的,则无论损失或损害何时发生,均须由卖方承担责任。

12. **Packaging & Freight Charges.** No charge will be allowed for packing, crating, freight, express, or other carrier's charges, or cartage, unless designated on this order.

包装费与运费。 不得以包装、打包、运费、快递费、或其他承运人费用或搬运费的名义收取费用,除非在本订单中已说明。

13. **Special Warning on Hazardous Chemicals, Explosives, and Radioactive Devices.** No hazardous chemicals or substances (reactive, flammable, carcinogens, etc.) or other inherently dangerous materials or objects, including but not limited to lasers and radioactive devices or equipment, may be brought onto Buyer's property or incorporated in any design without prior approval by the Buyer Representative. Low-powered lasers for surveying and alignment instruments or pointers are subject to extensive rules for use in production areas where special electrical classifications apply. Cell phones, calculators, flashlights and other battery powered devices are subject to these same regulations.

针对危险化学品、爆炸品以及放射性设备的特别警告。 未经买方代表事先批准,不得在买方货物中或其任何设计中加入危险化学品或物质(会发生化学反应的物质、易燃物质、致癌物质等)或其他固有危险物质或物体,包括但不限于激光与放射性装置或设备。用于测量和校准仪器或指针的低功率激光,须符合适用特殊电气分类的生产区域的通用使用规则。手机、计算器、手电筒及其他电池供电设备均须符合同样的规定。

14. **Privacy.** Buyer and Seller respect the privacy of employees' personal information and represent that any personal information collected or received in the course of performance of this agreement will be handled in compliance with all applicable data privacy laws and regulations.

隐私。 买方与卖方均须尊重员工个人信息的私密性，并声明在执行本协议过程中收集或收到的任何个人信息都将依照所有适用的数据隐私法律法规来进行处理。

15. **Obey the Law.** Seller warrants that all goods and services described herein shall be produced or performed in compliance with all applicable laws, rules and regulations. Without limiting the foregoing, Seller agrees, through acceptance of this order, to comply with the following as applicable, which are incorporated by reference:

The U.S. Foreign Corrupt Practices Act (15 U.S.C. §§78, et seq.)

Executive Order 11246, as amended, including regulations related to elimination of Segregated Facilities (33 FED. REG. 7804)

41 CFR §§ 60-1.4(a) and 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Executive Order 13672 pertaining to non-discrimination based on gender identity and sexual orientation

Public Law 95-507 pertaining to small business and small disadvantaged business

Executive Order 12138 pertaining to women-owned business

Executive Order 13201 pertaining to employee rights concerning payment of Union dues or Fees

29 CFR Part 471, Appendix A to Subpart A, pertaining to informing employees of their union organizing rights

The Fair Labor Standards Act of 1938, as amended

合法性。 卖方保证本订单所述所有货物与服务均系依照所有适用的美国的联法律、法规、规则和法令生产或执行的。在不对前述规定构成限制的前提下，卖方同意接受了该订单，就需遵从如下所列之法律法规（如适用）：

美国反海外腐败法（15 U.S.C. §§78, et seq.）

11246号行政命令和其修正案，包括与消除歧视性隔离设施相关的规定（33 FED. REG. 7804）

41 CFR §§ 60-1.4(a)、60-300.5(a)以及60-741.5(a). 这些法规禁止基于其受保护退伍军人、残疾人士等的身份而歧视某些个人，亦禁止因种族、肤色、宗教、性别、性取向、性别认同或民族等因素而歧视任何人。而且，这些规定要求与本合同相关的主要承包商及分包商采取切实措施落实雇佣中的平等权利政策，不得出现针对种族、肤色、宗教、性别、性取向、性别认同、民族、受保护退伍军人或残障人士的歧视。

与禁止性别认同与性取向歧视相关的13672号行政命令

适用于小型企业和小型弱势企业的公共法95-507

适用于女性所设企业的12138号行政命令

适用于员工支付工会会费权利的13201号行政命令

美国联邦法规第29卷之第471章第A分节之附件A：适用于员工具有知悉其有权组建工会之权利的规定

1938公平劳动标准法案和其修正案

16. **Buyer Code of Conduct.** Seller is fully aware of the Buyer Code of Business Conduct ("Code"), which is available at www.eastman.com. Buyer expects the same ethical conduct from its suppliers. A guiding principle in the Code is respect for fundamental human rights.

买方行为准则。 卖方完全知悉并了解买方之商业行为准则（“准则”），该准则可从买方网站

（www.eastman.com）获得。买方希望卖方亦能遵守同样的商业道德。准则的指导原则为尊重基本人权。

17. **Child and Forced Labor and Human Trafficking.** Buyer forbids the use of unlawful child labor in its workforce and does not utilize forced or compulsory labor. Seller certifies that it does not and will not knowingly use unlawful child labor and that it does not and will not knowingly use slave, human trafficked, forced or compulsory labor. In the event Buyer believes, in good faith, that Seller has unlawfully used child labor in its workforce or utilized forced or compulsory labor, or violated any such applicable law, this order shall be terminated immediately.

童工、□□劳力及贩卖人口。 卖方不得非法雇佣童工，不得使用强迫或强制劳力。卖方保证其不会在其明知（无论当时或未来）的情况下，雇佣非法童工，亦保证不会明知（无论当时或未来）对方是奴隶、被贩卖人员、强迫或强制劳动者而使用他们。如买方基于诚信原则认为卖方雇佣了非法童工，或使用了强迫或强制劳动力，或违反了相应的法律，买方有权立即终止本订单。

18. **Foreign Corrupt Practice Act Compliance.** Seller will maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other such applicable law. In the event Buyer believes, in good faith, that Seller has violated the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other such applicable law, this order shall be terminated immediately.

遵守反海外腐败法。 卖方应当遵守其商业道德，并应当避免任何可能违反美国反海外腐败法、英国反贿赂法和其它此类法律的行为。如买方基于诚信原则认为卖方违反了美国反海外腐败法、英国反贿赂法和其它此类法律，买方有权立即终止本订单。

19. **United States Export Requirements for Technical Data.** Any United States source technical data which may be provided by Buyer under this order, and direct products of such data, may be controlled by the United States export regulations. No license, implied license, or other approval for export or re-export, directly or indirectly, of such data or products is hereunder provided. It is the sole responsibility of Seller to comply with whatever requirement the United States government may make for such export or re-export at the

time thereof.

Seller warrants that its employees, subcontractors, and all persons and companies providing services as part of this order, or who are provided United States Source Technical Data by Seller, are not listed on the Denied Parties Lists as published by the United States Federal Government.

美国技术数据出口要求。 买方在完成本订单过程中可能提供的任何源自美国的技术数据，以及此类数据的直接产品，均应接受美国出口条例的管制。本订单未提供此类数据或产品的直接或间接出口或再出口的许可、暗示许可，或其他批准。在执行本订单时，满足美国政府针对此类出口或再出口的要求是卖家自己的责任。

卖方保证为本订单提供部分服务的雇员、分包商以及所有人员与公司，或由卖方向其提供源自美国的技术数据的人员，未被列入美国联邦政府公布的“被拒方黑名单”。

- 20. **Conflict Minerals.** Pursuant to the Conflict Minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173, Section 1502, Buyer requires all suppliers to notify Buyer in writing of Conflict Minerals used in materials supplied to Buyer. Seller certifies that such Conflict Minerals are not necessary to any products supplied under this order or that the products supplied under this order do not contain Conflict Minerals that originate from the Democratic Republic of the Congo or adjoining countries.

冲突矿产。 根据多德-弗兰克华尔街改革和消费者保护法（HR 4173, Section 1502）关于冲突矿产的相关规定，如卖方在其供应给买方的原料中使用了冲突矿产，买方要求卖方应当书面告知买方该等事实。卖方保证冲突矿产对本合同项下之任何产品不是必需的，或本合同项下之产品不含有原产于刚果民主共和国或其毗邻国家的冲突矿产。

- 21. **Trade Security.** Seller shall ensure the trade security management in Sellers operation would fulfil the criteria stated by PRC General Administration of Customs for General Certified Enterprises (“GCEs”) in relation to trade security requirement. Based on the current version of the Customs Certification Criteria on GCEs (“Certification Criteria”), the trade security criteria includes requirements over the following eight aspects (i) Location Security (21th Criteria); (ii) Entry Security (22th Criteria); (iii) Personnel Security (23th Criteria); (iv) Business Partner Security (24th Criteria); (v) Goods Security (25th Criteria); (vi) Container Security (26th Criteria); (vii) Means of Transportation Security (27th Criteria); (viii) Crisis Management (28th Criteria).

Seller shall ensure the continuous fulfillment on the above criteria and update the management measures accordingly with any revision on the Certification Criteria.

贸易安全。 卖方应当保证运营中对于贸易安全的管理符合中国海关总署对于一般认证企业贸易安全的要求。根据目前生效的一般认证企业标准（“一般标准”），贸易安全可以分为以下八个方面：(i) □□□□ □□21□□□□；(ii) □□□□□□22□□□□；(iii) □□□□□□23□□□□；(iv) □□□□□□ □□24□□□□；(v) □□□□□□25□□□□；(vi) □□□□□□26□□□□；(vii) □□□□□□ □□27□□□□；(viii) □□□□□□28□□□□。

卖方应确保对于上述标准的持续性满足并根据一般标准

的修订对于管理措施进行及时修改。

- 22. **Force Majeure.** Seller shall not be held responsible for failure or delay in shipping nor Buyer for failure or delay in accepting goods and services described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials, or other causes, either similar or dissimilar to the foregoing, beyond their control; provided, however, that any shipments made by Seller before receipt of written notice from Buyer that the latter cannot accept shipments because of any such cause, shall be accepted and paid for. In the event of any such excused interference with shipments, Buyer shall have the option either to reduce the quantity provided for in this order accordingly or to exercise its right of cancellation under this **Force Majeure** Condition.

不可抗力。 因天灾、战争、联邦或地方立法、任何法规或其下的命令、火灾、罢工、工人差异、事故、未能获得集装箱或原材料，或与上述原因相似或不相似的其他超出自身控制力的原因，导致卖方未能发货或延迟发货，或导致买方未能验收货物或延迟验收货物，在此类情况下，卖方和买方都无需承担责任。但是，如果卖方在收到买方发出的关于因此类原因无法接受发货的书面通知之前已经发货，则买方须接受所有货物并付款。如果此类不可抗力因素对货物运输造成影响，买方应有权选择相应地减少本订单的数量，或根据“不可抗力条件”行使其解除权。

- 23. **Waiver.** No exercise by Buyer of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. Buyer's waiver of or failure to enforce its rights on account of Seller's failure or delay in performing any obligation of Seller hereunder, or on account of Seller's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

弃权。 买方未行使其在本订单中的权利构成其对任何违约索赔权的弃权。对于因为卖方未能执行或延迟执行其在本订单中的任何义务，或卖方在任何方面违约而导致买方放弃或未能行使其权利，并不构成买方今后对任何未能履约、延迟履约或违约情况放弃行使其权利。

- 24. **Transmission of Order.** If Buyer and Seller choose to transmit orders, information, payment or any other data pertaining to this order through an electronic medium, then Buyer and Seller agree that the terms and conditions of this order shall apply to all such transactions, unless Buyer and Seller have agreed previously in writing to other terms and conditions, in which case the other terms and conditions shall apply. Buyer and Seller further agree that the Uniform Electronic Transactions Act as adopted in any form shall not apply to transactions pursuant to this order.

订单的传送。 如果买方与卖方选择通过电子媒介传送订单、信息、货款，或与本订单有关的任何其他数据，则买方与卖方同意本订单的条款与条件对此类所有传送均适用，除非买方与卖方之间事先已达成其他书面条款和条件，此时其他条款和条件将适用。买方与卖方进一步约定，以任何形式通过的《统一电子交易法》不适用于本订单下的任何交易。

- 25. **Invoice Payments.** Invoices are paid on a weekly basis and such practice may result in minor deviations from payment terms otherwise cited herein.

发票付款。每周对开立的发票进行支付，这种付款方式可能会造成与本合同中引用的付款条款的细微偏差。

II. For any services provided the following additional terms and conditions shall apply.

对于提供的任何服务，下列附加条款和条件均应适用。

26. **Nondisclosure.** All information that Buyer discloses to Seller or that Seller observes or acquires relating to Buyer and its business, and any information or work product generated by Seller in connection with services under this order is the Confidential and proprietary information of Buyer (Confidential Information). Confidential Information is not information that: (a) was in Seller's possession, under no obligation of secrecy, at the time it is disclosed to Seller by Buyer and was not obtained directly or indirectly from Buyer; or, (b) is or becomes known to the public through no fault of Seller; or, (c) is furnished in written form, under no obligation of secrecy, to Seller by another party having a bona fide right to disclose it. Seller may disclose Confidential Information to appropriate authorities that, in the opinion of its legal counsel, Seller is required to disclose or produce by applicable law, provided that Seller promptly notifies Buyer of such obligation and reasonably cooperates with Buyer to ensure confidential treatment of the Confidential Information so produced or disclosed.

买方向卖方披露或卖方观察到或获取的与买方及其业务有关的所有信息，以及卖方产生的与本订单下的服务相关的任何信息或工作成果，均为买方的机密和专有信息（机密信息）。机密信息不包括以下信息：(a) 在买方向卖方披露时已为卖方所持有且不受任何保密义务约束，并且不是直接或间接从买方获得的信息；或 (b) 并非由于卖方过错而被公众所知的信息；或 (c) 由享有善意披露该等信息的权利且不受保密义务约束的另一方以书面形式向卖方提供的信息。卖方的法律顾问认为根据适用法律的要求需要卖方披露或生成的机密信息，卖方可向有关当局披露，前提是卖方须立即向买方告知该等披露义务，并应适当配合买方确保所生成或披露的机密信息得到机密的处理。

27. **Warranty.** Seller warrants that the services described herein for a period of (90) days following acceptance by Buyer. Seller will perform services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and Seller shall be responsible for the professional quality, technical accuracy, and completeness of the services. Notwithstanding anything herein to the contrary, Seller warrants that services will conform to all applicable proposals, specifications, instructions, drawings, data, and descriptions.

保证。卖方保证自买方验收后，为本订单中所述服务提供为期（90）天的保证。卖方依照当前行业公认的适用专业标准，精心、精湛、勤力地完成服务，并且卖方须对专业品质、技术精度及服务完整度负责。即使有任何违背上述保证的地方，但是卖方保证其提供的服务符合所有适用方案、规格、说明、图纸、数据与描述。

28. **Indemnity – Personal Injury & Property Damage.** In performing the services covered by this order Seller shall establish and use all reasonable means to prevent injury to persons and property in connection with the services; and shall indemnify and save harmless Buyer from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any and all

persons, including without limitation, as to both property damage and bodily injury, Seller and Buyer and their respective agents and employees, occasioned in any way by the acts or omissions of Seller, or Seller's agents, employees or subcontractors, their agents or employees, during or in connection with said work, whether or not such property damage, bodily injury or death is partially occasioned by the negligence of Buyer, its agents or employees.

赔偿——人身伤害与财产损失。在执行本订单所涉及服务的过程中，卖方须建立和采取防止与此类服务有关的人身伤害和财产损害的合理措施。并且卖方须对买方进行赔偿，使其免于承担财产损失和任何及所有人员伤亡带来的所有损失、费用、花费与责任，此类财产损失与人员伤亡事故包括但不限于：卖方的行为或疏忽以任何方式引起的卖方、买方，及其各自的代理人员与雇员的财产损失与人身伤害；或买方的代理人员、雇员或分包商、分包商的代理人员或雇员在上述工作过程中或与上述工作有关的过程中发生的财产损失与人身伤害，不论此类财产损失、人员伤亡事故与买方及其代理人员或雇员是否有关联。

29. **Contractor Pass.** Any Seller's representative working unescorted on Buyer's premises under this order must have a valid contractor pass before being allowed entry onto Buyer's premises. The requirements for obtaining a contractor pass may vary from time to time but may include at a minimum: (a) completion of established safety training for the location; (b) verification of the completion of a background investigation of the individual; and (c) health and safety qualification of Seller's company. The management of Seller's representative will be expected to provide certification that its employee is eligible to be considered for a contractor pass under Buyer's guidelines.

承包商通行证。本订单中的任何卖方的代表如需在无人陪同情况下进入买方经营场所工作，都必须持有有效的承包商通行证，才被允许进入买方经营场所。获取承包商通行证的要求可能会不时地变化，但至少应包括下列要求：(a) 完成该场所的规定的安全培训；(b) 对于人员已完成背景调查的验证；以及 (c) 卖方公司的健康与安全资质。预期卖方代表的管理部门能够提供证实其雇员符合按照买家的指导方针申请承包商通行证的资格的认证。

30. **Safety and Accident Prevention.** Seller, while on Buyer premises, shall comply with all of Buyer's rules, regulations, policies, and procedures. Seller shall be responsible for safety related to and during the performance of Services and shall take all measures to ensure that it (i) provides and maintains a safe working environment; (ii) properly protects all persons from risk of injury; (iii) prevents danger to health; and (iv) prevents property from damage or loss.

安全与事故预防。在买方经营场所时，卖方须遵守买方的规则、规定、政策及程序。卖方须承担与服务执行相关的及服务执行过程中的安全责任，并须采取所有措施确保：(1) 提供和维持安全的工作环境；(2) 恰当地保护所有人员免受人身伤害风险；(3) 预防健康危险；以及 (4) 预防财产损失或损失。

31. **Weapons Policy.** No firearms of any type, explosives, or fireworks may be possessed on Buyer property by any person, whether on person, vehicle (except as specifically permitted under State laws and/or the Buyer site safe practices manual), or any other manner.

武器政策。 在买方房地产之内，任何人不得持有任何类型的武器、爆炸物或烟花，无论是在人员身上还是在车辆上，（除非经州法律和/或买方现场安全操作手册特别允许），还是以任何其他方式持有。

32. **Drug and Alcohol Policy.** Seller agrees that all of its employees shall comply with Buyer's policies prohibiting the possession, use, or being under the influence of drugs and alcohol while on Buyer property.

毒品与酒精政策。 地卖方同意其所有雇员在处于买方的房地产之内时，须遵守买方政策，禁止持有、服用和滥用毒品与酒精。

33. **Emergency Medical Services.** If, as a good Samaritan, Buyer furnishes emergency medical first aid treatment to Seller's employees, Seller shall indemnify and save harmless Buyer, its employees, and agents, from all claims, damages, liability, and expense (including attorneys' fees) whatsoever, in any way attributable to or in connection with the performance of emergency medical first aid treatment, except when such injury, damage, or death is caused by the gross negligence or willful misconduct of Buyer.

紧急医疗服务。 如果买方出于乐善好施而为卖方的雇员提供了紧急医疗急救措施，则卖方须对买方及其雇员和代理人员进行补偿，使其免于承担因实施紧急医疗急救措施而导致或与实施紧急医疗急救措施相关的所有赔偿主张、损害、责任，以及所有花费（包括律师费），因买方的重大过失或故意□□□为导致的伤害、损害或死亡除外。

- III. For any service that include repairs, the following additional terms and conditions shall apply.

对于包括修理服务在内的任何服务，下列附加条款和条件均适用。

34. **Warranty – Repair Services**

Repair of products, whether under warranty or not, may be requested by Buyer; and, as mutually agreed, such repair work may be performed either on Buyer's site, or sent to Seller's facility.

Prior to beginning non-warranty repairs, Seller shall advise Buyer of the estimated repair cost and cost for replacement, and Buyer may, and its options, choose to have the product repaired, replaced, or returned "as-is".

Repairs shall be accomplished within the mutually agreed upon time.

Seller shall indemnify Buyer for any damage or loss of the products while in the care, custody and control of Seller, regardless of the reason for such damage or loss.

Upon Buyer's request, Seller will return replaced parts to Buyer "as is".

Buyer will have the opportunity to supply all parts required for non-warranty repair work. Seller shall fully cooperate with Buyer in determining the specific parts required for repair work.

Except when an existing part is to be replaced with a Buyer provided part, as described in accordance with the

above paragraph, each existing part requiring repair or modification shall be, unless otherwise approved in writing by Buyer, repaired or modified by Seller with components that are new and of the most suitable grade for the purpose intended.

Any parts ordered and paid for by Buyer shall become Buyer personal property.

In addition to any equipment sent to Seller for repair, Buyer may have paid for components and other materials in connection with this order that are stored at Seller's location. Seller acknowledges that Buyer retains ownership of all such equipment and materials, and shall clearly identify materials as Buyer's property. To the satisfaction of the Buyer Procurement Representative, Seller will store Buyer's property in an area of its facility clearly designated as property of Buyer. Seller agrees not to (i) take any action inconsistent with Buyer's ownership of the property, (ii) sell, assign, sublease, pledge, grant a security interest in, permit other parties to use or possess, divert or re-cosign the property, or permit the property to be subject to any lien or other legal process, or (iii) claim any lien on or against the property. At Buyer's request, Seller agrees to execute (and permit Buyer to file) Uniform Commercial Code financing statements describing the property and confirming Buyer's ownership of the property and rights to the property.

Repair services carry a warranty of (6) months.

Seller shall perform Services with care, skill, and diligence, by qualified workers, and in accordance with the applicable professional standards currently recognized by such profession. Seller shall be responsible for the professional quality, technical accuracy, completeness, and coordination of Services.

保证——修理服务

无论产品是否在保证期内，买方均可以请求提供修理服务。并且根据双方约定，此类修理工作可以在买方现场进行，也可以将需要修理的物品发送到卖方场所进行修理。

在修理已过保证期的产品之前，卖方须告知买方预估的修理费用与替换费用。买方可以自行选择维修或替换产品，或者把产品维持原状退回。

修理须在双方约定的时间内完成。

对于产品在归卖方照看、保管及控制期间发生的任何损害或损失，卖方须向买方进行赔偿，无论此类损害或损失由什么原因造成的。

应买方请求，卖方应维持替换下来的产品部件原状归还买方。

对于保证期之外的修理服务，买方可以自行提供所有需要的部件。卖方须全力配合买方确定修理服务所需的具体部件。

除按上述规定采用买方提供部件替换现有部件的情况之外，需要修理或更改的所有现有部件均须采用全新部件

以及等级与产品预期用途最相符的部件进行修理或更改，除非经买家书面批准。

买方已订购及已付款的任何部件均为买方的个人财产。

除发送给卖方进行修理的所有设备之外，买方可将与本订单有关的已付款的部件和其他材料存放在卖方的场所。卖方承认买方拥有此类设备与材料的所有权，并须清楚标明这些材料属于买方财产。卖方应以能让买方采购代表满意的方式将其用于存放买方财产的区域明确标示为买方财产专用。卖方承诺：（1）**不采取与买方对该财产的所有权不一致的任何行动**；（2）**不将该财产出售、分配、转租、用作担保权益、授予其他各方使用或持有、转移或再次委托给其他方保管，或将该财产用于留置抵押或其他法律程序；或者（3）不将该财产作为索赔抵押物留置**。根据买方请求，卖方同意执行（并允许买方起草）统一商法典规定的融资报告，对该财产进行声明并确认买方对该财产的所有权及行使权。

修理服务拥有（6）个月的保证期。

卖方须依照当前行业公认的适用专业标准，精心、精湛、勤力地完成服务，且服务须由具备资质的工人提供。并且卖方须对服务的专业品质、技术精度、完整性以及协调性负责。