

May 10, 2018

## STANDARD TERMS & CONDITIONS

## 标准条款和条件

The following Terms and Conditions will govern all transactions with Shanghai Goulds Pumps Co. Ltd. and/or any of its affiliates or subsidiaries (collectively "Purchaser") unless expressly agreed by the parties in writing. These Terms and Conditions are incorporated by reference into all written Purchase Orders and electronic Purchase Orders as if expressly set forth therein, and, unless otherwise provided herein, any written acknowledgement of a Purchase Order, or any other commencement of performance constitutes acceptance thereof by the Seller. Acceptance is limited to these Terms and Conditions and Purchaser hereby objects to any terms or conditions varying the terms hereof in any written acknowledgement or form provided by Seller; such terms shall be of no force and effect.

除非双方另有明确书面协议，否则下列条款和条件将适用于上海高质泵有限公司和/或其任何关联公司或子公司（统称为“买方”）。这些条款和条件以引用的方式纳入所有书面订单和电子订单，如同其已明确在这些书面订单和电子订单中提出一样，且除非本文中另有规定，否则对一份订单的书面确认或开始履约构成“卖方”对该订单的接受。对订单的接受受到这些条款和条件约束，且对于“卖方”在任何书面确认文件或表格中对本文中的条款进行变更的任何条款或条件，“买方”在此表示反对；此类变更条款不应有效。

### 1. DELIVERY OF PRODUCTS/SERVICES

### 1. 产品/服务的交付

Purchaser's production schedules and warranties to its customers are dependent upon the agreement that deliveries of the goods and services covered by this Purchase Order will occur on the required delivery. Therefore, time is of the essence. The date specified for delivery is the required date at Purchaser's plant, unless otherwise noted. Purchaser reserves the right to refuse any goods or services and to cancel all or any part thereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Seller must inform Purchaser immediately. Purchaser may, at its option, require Seller to ship via a more rapid route or carrier, at Seller's expense and/or require that Seller pay liquidated damages of five hundred dollars (\$500.00) per day for every day that the shipment or shipments are delayed. Seller agrees that this is a true estimate of the damages Purchaser will suffer as a result of any delay and said sums shall not be construed as a penalty.

“买方”的生产计划和对其客户的保证取决于这样的协议：本订单涵盖的货物和服务应在要求的交付日期交付。因此，时间是至关重要的因素。除非另有说明，否则所规定的交付时间是指要求在“买方”工厂的交付日期。如果“卖方”未按照本文中规定的条款交付任何货物的所有或任何部分、或未能实施任何服务的所有或任何部分，则“买方”保留拒收任何货物或服务或取消其所有或任何部分服务的权利。如果“卖方”的交付不满足约定的进度，“卖方”必须立即通知“买方”。“买方”可自主选择要求“卖方”自行承担费用通过更快捷的路径或承运人装运和/或要求“卖方”对于延误交付一批或多批货物支付违约金，每延误一天须支付500美元。“卖方”同意，这是对“买方”由于任何延误所遭受的损失的真实估计，且此类金额不应解释为罚金。

## 2. ACCEPTANCE

Acceptance of any part of an order shall not bind Purchaser to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Purchaser's right to cancel or return all or any part of the goods because of failure to conform to order or by reason of defects, latent or patent, or of other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages occasioned by Purchaser. Such rights shall be in addition to any other remedies provided hereunder or provided by law. Delivery shall not be deemed complete until goods have been actually received and accepted by Purchaser, notwithstanding delivery to any carrier or until any services have been performed, received and accepted. If the goods do not in every respect correspond with the description set forth on the Purchase Order or in the specifications or drawings, Purchaser may at any time return all or part of such goods at the Seller's expense. Goods and/or services received as over shipment, not ordered, and/or substitution will be subject to a handling charge, and is subject to all other rights and remedies available to the Purchaser. Purchaser shall not be required to pay, return or care for any goods and/or services that exceed the order. If Purchaser decides to return any excess to Seller, all costs and risk of loss associated with the return shall be Seller's. Payment for any goods or services shall not be deemed acceptance and in no event shall Purchaser incur any liability for payment for rejected goods or services.

## 3. INVOICES AND PACKAGING

The goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Purchaser, and in all cases, to comply with carriers' regulations. All charges for packing, crating, drayage, transportation and storage are included in the price for the goods set forth herein and will be paid by Seller except as otherwise written in the Purchase Order. For

## 2. 接收

“买方”对一份订单的任何部分的接收不应视为“买方”须接受将来交付的货物或实施的服务，也不应剥夺“买方”将已接受的货物返回的权利，且不应被视为“买方”放弃由于货物的所有或任何部分不符合订单或由于存在潜在或明显缺陷、违反质保而取消或返回货物的所有或任何部分的权利，或者针对任何损害（包括生产费用或利润损失、声誉损失、或者“买方”发生的其他特殊、伴随和间接损害）提出索赔的权利。上述权利应是按照本文中规定或者法律规定的任何其他救济权之外附加的权利。在“买方”已实际收到并接收货物（纵使货物已交付给任何承运人）之前，或者任何服务已实施、收到和接收之前，不应视为交付完成。如果货物在任何方面不符合订单中或规范或图纸中的规定，“买方”可随时退还该货物的所有或其中一部分，且费用由“卖方”承担。对于“买方”收到的多装的、未订购的和/或作为替代物的货物和/或服务，将遵守关于手续费的规定，且受到“买方”所享有的所有其他权利和救济权的约束。不应要求“买方”支付、退还或看管超出订单的任何货物和/或服务。如果“买方”决定将任何多余货物/服务退还给“卖方”，与退还工作相关的所有费用和损失风险应由“卖方”承担。为任何货物或服务付款不应被视为接收，且任何情况下“买方”对拒收的货物或服务不应承担付款责任。

## 3. 发票和包装

按照本文购买的货物必须进行合适地包装和装运准备以确保最低的运输费率，或者应进行适当包装以符合“买方”的任何具体运输规范，且在所有情况下应符合承运人的规范。所有包装、板条箱、短驳拖运、运输和储存费用都包含在本文规定的货物价格中并由“卖方”支付（除非采购订单中另有书面规定）。对于在美国国内进行的装运，当包装货物离开“卖方”厂址时，货物的所有

domestic shipments within the USA, when packaged item(s) leave the Seller's premises, title, and risk of loss and damage shall remain with Seller until delivery to Purchaser's place of business and inspection of product is satisfied. For shipping points outside of the United States, title and risk of loss and damage shall remain with Seller until day of import into the United States where title will pass to the Purchaser. Purchaser may charge Seller for damage to or deterioration of any Goods resulting from Seller's failure to package Goods in compliance with general industry practices. Seller must include on each invoice and carton: Purchaser's Order Number; Carton and Number of Cartons in the Shipment; Seller's Invoice Number; a separate packing list for each order clearly marked which details the product's model number, make, type and serial number, and quantity. In the event that no such packing list accompanies any shipment, the count or weight or other measure of Purchaser shall be final and conclusive. Any increased charges due to Seller's failure to comply with this section shall be payable by Seller.

#### 4. SHIPPING AND ROUTING

Seller shall follow shipping instructions shown on this Purchase Order or previous routing letter or Purchaser's Inbound Routing Guide. Unless otherwise stated in writing, transportation from all domestic (U.S.) shipping points is F.C.A. Seller's Place, freight collect via Purchaser's preferred carrier to the Purchaser's facility at the address shown on the Purchase Order. The term "F.C.A. Seller's Place" as used in this section, means free of expense to the Purchaser, on board the carrier's conveyance, at a specified Seller's shipping point. Unless otherwise provided in this Purchase Order, transportation from all shipping points outside the United States is Ex-Works (EXW). Seller shall bear the risk of loss and damage to the goods until Purchaser provides final acceptance or delivery at the destination, whichever occurs later.

#### 5. PRICE AND TERMS OF PAYMENT

This is a firm price order that includes all taxes, charges, fees, levies or other assessments now in effect or hereafter enacted. Seller will be responsible for the remittance of taxes to

权、损失和损坏风险应由“卖方”承担，直到其交付到“买方”的营业地点或者产品经验收合格为止。对于美国境外的装运地点，货物的所有权、损失和损坏风险应由“卖方”承担，直到货物进口到美国境内之日为止，此时所有权移交到“买方”。对由于“卖方”未根据通用行业惯例包装货物而导致的货物损坏或劣化，“买方”可向“卖方”收取费用。“卖方”必须在每份发票和每个纸箱上写明以下信息：“买方”订单号、该批货物中的纸箱号和纸箱数量；“卖方”发票号；适用于每份订单的单独装箱单，装箱单上清楚地标明产品型号、制造商、类型和系列号、数量。如果一批货物没有装箱单，则“买方”进行的计数或重量或其他测量应为最终的结论性意见。由于“卖方”未遵守本条导致增加的费用应由“卖方”支付。

#### 4. 装运和路线

“卖方”应遵守本采购订单中规定的装运指令或先前的路线函或“买方”的入境路线指南。除非另有其他书面规定，否则从国内（美国）装运点开始进行的运输方式为“卖方”地点 F.C.A（货交承运人），运费由提货人支付，通过“买方”优选的承运人运输到位于采购订单上所示地点的“买方”工厂。本条中所用的术语“F.C.A 卖方地点”意指“买方”不支付费用，在“卖方”装运点在承运人运输工具上交货。除非本采购订单中另有其他规定，否则从美国境外的所有装运点开始进行的运输方式是工厂交货（EXW）。“卖方”应承担对货物的所有损失和损坏风险，直到“买方”进行最终接收或在目的地交付（以后发生者为准）。

#### 5. 价格和付款条件

这是固定价格订单，包括当前有效或将来颁布的所有税款、收费、费用、征税或其他征收。“卖方”将负责将税款汇付给合适的税

the appropriate taxing authorities. Unless otherwise stated, all prices are in United States Dollars (USD). The original and one copy of a bill of lading or comparable shipping document must accompany Seller's invoices. Payment of such invoices shall be subject to a pro rata adjustment by Purchaser for any shortage in the goods shipped or defective goods rejected by Purchaser or for any failure to perform services or defective performance thereof. Invoices shall be dated no earlier than date of shipment or delivery of service. Any discount period shall be calculated from either: a) receipt of an appropriate invoice; b) required delivery date; or c) date any dispute is resolved, whichever date is later. Purchaser will pay non-discountable invoices on End of Month 65 (EOM 65) terms of payment after receipt of invoice, required delivery date, acceptance, or the date any applicable dispute is resolved, whichever date is later unless specific agreement on alternate terms is reached between Seller and Purchaser. At Purchaser's option, all invoiced amounts shall be subject to a two (2) % early payment discount for all payments remitted by Purchaser within 10 days of Purchaser's receipt of an invoice. Once payment for the goods and services has been made to Seller, title shall pass directly to Purchaser.

## 6. WARRANTIES

**Seller represents and warrants (a) that the price charged for the goods and/or services purchased hereunder shall be no higher than Seller's current price to any other customer for the same quality and quantity of such goods or services; (b) that all goods delivered hereunder will be new, unless otherwise specified and free from defects in material and workmanship, that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (c) that the goods covered by this order are fit and safe for consumer use, if so intended; (d) that it owns all rights, title and interest in the goods and services and has the legal authority to sell, license or otherwise transfer the right to use or sell to Purchaser; (e) that all services performed pursuant hereto will be free from defects in**

务机关。除非另有其他规定，否则所有价格的货币为美元（USD）。提单或类似装运单据的正本和副本必须附有“卖方”发票。若所装运的货物有任何短缺、缺陷货物被“买方”拒收，或者“卖方”未实施服务或者服务有缺陷，“买方”应对上述发票的付款按比例进行调整。发票日期应不早于装运日期或交付服务的日期。应从以下日期开始计算折扣期限：a) 收到合适的发票；b) 要求的交付日期；或 c) 任何争端解决之日，以上述各个日期中较晚者为准。“买方”在收到发票后、要求的交付日、验收、或任何适用争端解决之日（以上述各个日期中较晚者为准），将按照“月末 65 天（EOM 65）”付款条件对无折扣发票付款，除非“卖方”与“买方”之间就替代条件达成具体协议。根据“买方”选择，对于“买方”在收到发票后 10 日内汇付的所有款项，所有发票金额应享受 2% 的提前付款折扣。在向“卖方”支付货物和服务的款项后，所有权应直接移交给“买方”。

## 6. 保证

**“卖方”陈述和保证：(a) 对按照本文购买的货物和/或服务收取的价格不应高于“卖方”将相同质量和数量的该货物或服务销售给其他客户收取的当前价格；(b) 除非另有其他规定，否则按照本文交付的所有货物是崭新的，没有材料和工艺缺陷，所有货物应符合适用的规范、图纸以及质量和性能标准，且所有物项没有设计缺陷并适合其拟定用途；(c) 本订单涉及的货物适合客户的安全拟定用途；(d) 其拥有货物和服务的所有权利、物权和利益，并拥有销售、许可或者将使用或销售权转让给“买方”的合法权限；(e) 按照本文实施的所有服务没有材料和工艺缺陷，按照“买方”的规范和指令实施，尽管如此，“卖方”应对实施这些服务的方式和手段保持自主决定和控制，并始终作为独立的承包商；(f) 本订单涉及的货物应符合与货物进口到美国、货物从原产国出口、通过中间国家转运货物以及在美国境内销售和使用**

material and workmanship and will be performed in accordance with the specifications and instructions of Purchaser provided nevertheless that Seller shall retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor; (f) that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States; and (g) that the goods provided pursuant to this Purchase Order do not contain asbestos, lead or mercury which are banned from all products utilized in the manufacturing and assembly of Purchaser's products. All the representations and warranties of Seller, together with any additional service warranties and guarantees of Seller, if any, shall run to Purchaser and Purchaser's customers. Seller agrees to indemnify and hold Purchaser harmless from all claims, liability, loss, damage and expense including special, consequential and incidental damages incurred or sustained by Purchaser by reason of any breach of any of the above warranties with respect to the goods or services which are purchased hereunder.

## 7. INSPECTION

All goods supplied and services performed shall be subject to inspection and test by Purchaser and its agents at all times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Purchaser. In the event that goods supplied pursuant hereto or services performed hereunder contain defects in material or workmanship or, as to services, are not performed in accordance with the specifications and instructions of Purchaser, Purchaser may require prompt correction thereof or, as to services, require that the services be rendered again at Seller's expense or, as to goods, require that the goods be replaced at Seller's expense. If such defects exist or if Seller is unable or refuses to replace

外国生产的货物相关的所有法律、法规、规定和命令; (g) 按照本订单提供的货物不含制造和组装“买方”产品时禁止使用的石棉、铅或汞。“卖方”的所有陈述和保证以及“卖方”的任何额外的服务质保和保证(如果有)应切实提供到“买方”和“买方”的客户。“卖方”同意赔偿并确保“买方”免受由于“卖方”违反与在本订单下购买的货物或服务相关的上述保证而遭受或承担所有索赔、责任、损失、损害和费用,包括特殊、附随和间接损害。

## 7. 检查

所供应的货物和实施的的服务应经过“买方”和其代理在任何时间和地点的检查(无论在货物制造或者服务实施期间还是以后),无论交货或付款条件如何,且对于货物而言,纵使所有权还没有移交给“买方”。如果按照本订单供应的货物或实施的的服务包含材料或工艺缺陷,或者对于服务而言,没有按照“买方”的规范和指令实施,“买方”可要求迅速进行纠正,对于服务而言,可要求重新实施服务,费用由“卖方”承担;对于货物而言,要求对货物进行更换,费用由“卖方”承担。如果存在上述缺陷或者如果“卖方”不能或者拒绝更换货物或重新迅速地实施服务,“买方”可更换上述货物或获得上述服务,并向“卖方”收取费用,或者从“买方”应付“卖方”的金额中扣除费用、

the goods or render the service again promptly, Purchaser may replace such goods or obtain such services and charge Seller or deduct from amounts owed by Purchaser to Seller the costs, expenses and losses including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services. After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be in Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by the Purchaser. Purchaser's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of the Purchaser hereunder shall be in addition to any other remedies provided by law.

## 8. INFRINGEMENT

Purchaser reserves the right at its option to return at Seller's expense any goods and cancel this Purchase Order where a claim is made (whether founded or unfounded) that Purchaser's use of the goods infringes any alleged patent, design, trademark, copyright, right of privacy, or any other tangible or intangible personal or property rights. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all liability, claims, suits, actions, losses, causes of action, judgments, damages, penalties, costs, disbursements, or expenses (including reasonable attorneys' and experts' fees) which may be asserted, alleged, demanded, claimed, recovered or otherwise incurred or sustained by Purchaser related to any alleged or actual infringement by the goods or services of any third party's patent, copyright, trade secret, trademark or other intellectual property right, whether or not Purchaser furnishes specifications.

## 9. INDEMNIFICATION

**Seller shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser harmless from and against all potential claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expense (including attorney's fees) which Purchaser may hereafter incur, become responsible for or pay out as a result of death or**

花费和损失，包括由此引起的超出“卖方”的上述货物或服务价格的花费和损失（包括附随和间接性损害）。在向“卖方”发出通知指出货物存在缺陷后，与上述货物相关的所有损失风险应由“卖方”承担，且“卖方”应支付与“买方”返还的缺陷货物相关的所有包装和装运费。“买方”对“卖方”提供的设计进行审批不应免除“卖方”在本订单中的义务。“买方”在本订单下的所有权利和救济应是法律规定的任何其他救济之外的权利和救济。

## 8. 侵权

当有人提出索赔（无论是有根据还是无根据），声称“买方”对货物的使用侵犯了任何专利、外观设计、商标、版权、隐私权或任何其他有形或无形人身权或财产权时，“买方”保留自行选择返还任何货物和取消本采购订单的权利，费用由“卖方”支付。“卖方”同意保护、补偿和确保“买方”不遭受与以下事项有关的向“买方”主张、宣称、要求、索要、补偿或“买方”以其他方式遭受或承担的任何和所有责任、索赔、诉讼、法律行动、损失、诉因、判决、损害、罚金、费用、支出或花费（包括合理的律师费和专家费）：货物和服务被声称违反或者实际违反任何第三方的专利、版权、商业秘密、商标或其他知识产权，无论“买方”是否提供规范。

## 9. 赔偿

“卖方”应在法律允许的最大范围内，保护、补偿和确保“买方”不遭受全部或部分的由于以下原因引起，“买方”可能由于任何人员死亡或人身伤害（包括身体伤害）、任何财产毁坏或损坏、对环境造成污染或不利影响以及与其相关的清理费用、或者违反政府法律、法规或命令而在今后承担、负责

**personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any clean up costs in connection therewith, or any violation of governmental law, regulation, or orders, caused, in whole or in part, by; (a) Seller's breach of any term or provision of this Purchase Order; (b) any negligent or willful acts, errors, or omissions by Seller, its employees, officers, agents, representatives or subcontractors in the performance of this Order; or (c) Seller's goods and/or services. Purchaser shall not, under any circumstances, be liable to Seller, its agents, subcontractors or any third party for any punitive, exemplary or indirect, incidental, consequential or special damages.**

## 10. INSURANCE

Seller agrees, if and when requested by Purchaser, to procure a policy or policies of insurance in a form satisfactory to Purchaser including endorsement specifically naming Purchaser as an insured, insuring all property of Purchaser or other party which is connected with this order and of which Seller has care, custody, control or the right of control against loss or damage resulting from fire, including extended coverage, malicious mischief and vandalism. Satisfactory evidence of such insurance shall be submitted to Purchaser within a reasonable time after request. Seller shall furnish certificates of insurance prior to start of work on Purchaser's or its customer's premises and indemnify Purchaser against all loss, damage or liability arising from such work.

## 11. CHANGES

Purchaser may at any time by written or electronic notice make changes within the general scope of this Purchase Order in any one or more of the following: (a) Drawings, designs, or specifications; (b) method of shipment or packing; (c) quantities; (d) delivery schedules; (e) place of delivery; and (f) instructions with respect to the rendition of services. If any such change increases or decreases the cost of, or the time required for the performance of the order, an equitable adjustment in the price and/or delivery

或支出的所有潜在索赔、责任、要求、罚金、财产没收、诉讼、判决和相关的费用和花费（包括律师费）：**(a)** “卖方”违反本采购订单的任何条款或规定；**(b)** “卖方”、其雇员、官员、代理、代表或分包商在执行本订单时的任何疏忽或故意行为、错误或疏漏；或**(c)** “卖方”的货物和/或服务。“买方”在任何情况下都不应向“卖方”、其代理、分包商或任何第三方负任何惩罚性、惩戒性或间接、附带、继发或特殊损害。

## 10. 保险

“卖方”同意，在“买方”提出要求时，以“买方”满意的形式购买一份或多份保单，包括专门以“买方”作为被保险人的背书，以对“买方”或与本订单相关其他方的由“卖方”负责看管、保管、控制或行使控制权的财产针对火灾而导致的损失或损坏进行投保，包括蓄意损坏和破坏行为。应在“买方”提出要求后的合理时间内向“买方”提供令人满意的上述保险证据。“卖方”应在“买方”或其客户的厂址上工作之前提供关于保险的证明，并赔偿“买方”由于上述工作而引起的所有损失、损坏或债务。

## 11. 变更

“买方”可随时通过书面或电子通知在本采购订单的基本范围内对以下一项或多项进行变更：**(a)** 图纸、设计书或规范；**(b)** 装运或包装方法；**(c)** 数量；**(d)** 交货进度；**(e)** 交货地点；以及**(f)** 关于提供服务的指示。如果任何上述变更增加或减少执行订单所需的费用或时间，则应对价格和/或交付进度进行公平的调整，并在对本采购订单进行的书面修改中规定。如果“卖方”要求按照本条进行任何调整，必须在收到书面变更通知之日起

schedule will be made and set forth in a written modification to this Purchase Order. Any claim for adjustment by Seller under this clause must be made within thirty (30) days from the date of receipt of the written notification of change.

## 12. PROPRIETARY INFORMATION AND WORK FOR HIRE

Unless otherwise agreed by Purchaser in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Purchaser to Seller in connection with Seller's performance of this Purchase Order. Such confidential and/or proprietary information includes, but is not limited to any drawings, masters, software, specifications, raw materials, parts, components, data, business information or plans provided by Purchaser to Seller. Seller shall not make any additional copies of such proprietary or confidential information except as specifically authorized by Purchaser in writing. At the completion of this Purchase Order, or upon Purchaser's request, Seller shall promptly return to Purchaser all proprietary or confidential information. Seller shall use such information solely for Seller's performance of this Purchase Order for Purchaser, and Seller shall not, without Purchaser's written consent, directly or indirectly use any such information derived there from in performing services or providing goods for any other customer of Seller, or any other person or entity. In the event that Purchaser requests that Seller specially manufacture, develop or design goods for Purchaser, Seller agrees that any resulting designs, drawings, blueprints, plans, specifications, data, business information or other materials used to develop and design said goods will be considered as "work for hire" under applicable laws, and will be owned and used exclusively by Purchaser for any purpose whatsoever.

## 13. PURCHASER'S PROPERTY

Except as otherwise specified by Purchaser in writing, all tools, dies, gauges, fixtures, or other means required to execute this order shall be supplied by Seller. Any such items paid for by Purchaser or furnished to Seller without cost to Seller shall be the property of Purchaser and shall be used only in filling orders from

30 天内提出。

## 12. 保密信息和职务作品

除非“买方”另外书面同意，否则“卖方”应对“买方”向“卖方”提供的与“卖方”执行本采购订单有关的任何保密和/或专有材料保密且不得披露给任何第三方。上述保密和/或专有信息包括但不限于“买方”提供给“卖方”的图纸、模型、软件、规范、原材料、部件、组件、数据、商业信息或计划。除“买方”专门书面授权外，“卖方”不应对上述专有或保密信息制作任何额外的副本。在本采购订单完成时，或者“买方”要求时，“卖方”应及时将所有专有或保密信息归还给“买方”。“卖方”对此类信息的使用应仅限于为“买方”执行本采购订单，且未经“买方”书面同意，“卖方”不得在为“卖方”的任何其他客户、或任何其他个人或实体实施服务或供应货物的过程中直接或间接使用源自上述专有或保密信息的任何信息。如果“买方”要求“卖方”为“买方”专门生产、开发或设计货物，“卖方”同意将所得到的设计、图纸、蓝图、计划、规范、数据、商业信息或用于开发上述货物的其他材料按照适用法律视为“职务作品”，其所有权归“买方”且“买方”可排他性地用于任何目的。

## 13. 买方财产

除“买方”另有书面规定外，执行本订单所需的所有工具、模具、量具、夹具或其他装置应由“卖方”提供。“买方”负担费用或者向“卖方”免费提供的上述物项应属于“买方”的财产，并仅用于执行“买方”的订单。“卖方”开发并提供给“买方”的任

Purchaser. All work product developed by Seller and provided to Purchaser are and shall remain the personal property of Purchaser. Seller acts as a bailee and Seller shall indemnify and hold harmless Purchaser from any loss or damage to said property which is caused by or as a result of negligence, act or omission on the part of Seller or its agents, employees or others until such time as such property is delivered into the possession of Purchaser. With respect to such property, Seller will: (a) make and affix such markings thereon as Purchaser may direct; (b) make no change, modification or alteration thereto without Purchaser's written consent; (c) make no use thereof, except in the production of material ordered by Purchaser; (d) store the same without charge to Purchaser in separated racks or in sections of Seller's plant, in either case, clearly marked "Property of Shanghai Goulds Pumps" and (e) maintain the same in good condition excepting only ordinary wear and tear. If Seller acquires tools or manufactures them in connection with this order and charges Purchaser for the use thereof or a tool service charge in connection therewith, Purchaser may, at its option, upon completion or termination of this Purchase Order, elect to take title to such tools and upon receiving notice of such election, Seller will deliver such tools to Purchaser upon payment by Purchaser to Seller of that portion of the cost of such tools which was incurred by Seller at its expense.

#### 14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Seller warrants that the goods covered by this Purchase Order have been produced in accordance with the requirements of the Fair Labor Standards Act (29 USCA 201-219) and all other applicable federal, state and municipal laws and regulations. Seller is an equal opportunity employer and agrees to perform all of the duties and obligations imposed by the equal employment opportunity and affirmative action clauses of the United States Department of Labor's regulations with regard to Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC 4212) and implementing regulations at 41 CFR Chapter 60 and will

何工作产品应属于“买方”的个人财产。“卖方”作为受托人，且“卖方”应补偿并确保“买方”免受由于“卖方”或其代理、雇员或其他人的疏忽、作为或不作为而导致上述财产受到损失或损坏，直到上述财产交付给“买方”之时。对于上述财产：“卖方”将：(a) 按照“买方”的指示制作标记并粘附在该财产上；(b) 未经“买方”书面同意，不对财产进行任何改变、修改或更改；(c) 除为了生产“买方”订购的材料外，不得使用该财产；(d) 将财产储存在“卖方”工厂内单独的货架或车间内，在任一种情况下，将清楚地标记“上海高质泵有限公司财产”；以及(e) 将财产维持在良好状态，正常磨损除外。如果“卖方”为了本订单采购工具或者制造工具，或者为了使用这些工具或提供关于这些工具的服务而向“买方”收费，则“买方”可在本采购订单完成或终止后，自主选择获得这些工具的所有权，“卖方”应在收到“买方”作出上述选择的通知且在“买方”向“卖方”支付其为上述工具支付的费用部分后，将上述工具交付给“买方”。

#### 14. 遵守联邦、州和地方法律

“卖方”保证，本采购订单涉及的货物已按照《劳动公平标准法》（29 USCA 201-219）和所有其他适用的联邦、州和市法律和法规的要求制造。“卖方”是平等机会雇主，并同意履行以下法律规定的职责和义务：美国劳动部关于“执行命令 11246（修订版）”的公平就业机会和肯定行动条款；1973年《康复法》（修订版）的第 503 条，1974年《越南战争退伍军人辅助法》（修订版）（38 USC 4212）以及 41 CFR 第 60 章的实施条例，并应遵守“执行命令 13201”第 470 章，“关于支付工会会费和费用的雇员权利通知”。上述每项法律以引用的方式并入本文中，并将这些相同的义务通知给合格的供应商和分包商。

comply with the provision in Chapter 470 of Executive Order 13201, Notification of Employee Rights Concerning Payment of Union Dues or Fees. Each of these is hereby incorporated by reference and notifies qualified vendors and subcontractors of these same obligations.

## 15. CUSTOMS, & EXPORT CONTROLS AND OFFSET/COUNTER TRADE CREDIT

A. Credits and Refunds. Transferable credits or benefits associated with or arising from Products purchased under this Agreement, including trade credits, export credits or rights to the refund of duties, taxes or fees belong to Purchaser. Seller will, at its expense, provide information necessary (including written documentation and electronic transaction records in Purchaser-approved formats) to permit Purchaser to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Purchaser with information, documentation, and electronic transaction records relating to the Products necessary for Purchaser to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Purchaser to claim preferential duty treatment for Products eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the Products to be covered by any duty deferral or free trade zone programs(s) of the country of import. Seller will, at its expense, provide Purchaser or Purchaser's nominated service provider with export documentation to enable the Products to be exported, and obtain all export licenses or authorizations necessary for the export of the Products unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Purchaser to obtain such licenses or authorization(s).

B. Customs-Trade Partnership Against Terrorism. To the extent any good covered by this Contract are to be imported into the United States of America, if requested by Purchaser, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller shall

## 15. 关税、出口控制和抵销/对销贸易额度

A. 信贷和退税。与本协议项下购买的产品相关或者由其产生的可转让信用证或利益，包括贸易额度、出口信贷或获得返还关税、税款或费用的权利，应属于“买方”。“卖方”应自费提供使“买方”能够收到这些利益、信贷或权利所必需的信息（包括书面文件和采用“买方”批准格式的电子交易记录）。“卖方”还应自费向“买方”提供与产品有关的、使“买方”能够履行与关税有关的义务、原产地标识或标签要求和认证或者报告当地成分等要求所必需的信息、文件和电子交易记录，使“买方”能够按照适用的贸易优惠体制针对产品要求优惠关税待遇，以及进行所有必要的安排使产品能够涵盖于进口国的延迟支付关税或自由贸易区项目之列。“卖方”应自费向“买方”或“买方”指定的服务供应商提供出口文件使产品能够出口并获得产品出口所必要的一切出口许可或授权，除非本合同另有其他规定，在这种情况下，“卖方”应提供所有必要的信息使“买方”能够获得上述许可或授权。

B. 海关-商业伙伴反恐计划。如果本合同涵盖的任何货物进口到美国，则如果“买方”要求，“卖方”应遵守美国国土安全部海关边境保护局的海关-商业伙伴反恐（“C-TPAT”）计划。在“买方”要求时，“卖方”应书面证明其遵守了 C-TPAT 计划。

certify in writing its compliance with the C-TPAT initiative.

C. Export Compliance Certification. On request by Purchaser, Seller shall certify to Purchaser, on a form acceptable to Purchaser, certain information required to assure compliance with any applicable U.S. Export Control Regulations in relation to all transactions under this Agreement. An acceptable certification from Seller shall be required for Purchaser to place or to continue any order under this Agreement, and an unacceptable response is a basis for termination by Purchaser without cost or penalty. Seller shall comply with the export control regulations of all countries from which Seller exports Products in furtherance of its obligations under this Agreement.

D. In connection with the sale of Purchaser's (or Purchaser's affiliates) Products and Services to certain foreign governments, Purchaser may incur direct and/or indirect offset/counter trade obligations. Seller agrees that Purchaser, its subsidiaries and affiliates shall have the rights to any available offset or counter trade credits that may be obtained from purchases under this Agreement as offset credit or counter trade credit in support of any present or future offset or counter trade obligations, in Seller's country. Purchaser shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties. Seller will use its best reasonable efforts to assist Purchaser in obtaining offset or counter trade benefits related to purchases made by Purchaser under this agreement from the appropriate government officials in Sellers's country.

## 16. FORCE MAJEURE

Discontinuance of, or substantial interference with Purchaser's business, in whole or in part, caused by fire, flood, earthquake, strikes, war, Acts of God, embargo, civil commotion, governmental regulation, or other causes beyond Purchaser's control (whether like or unlike the foregoing), shall give Purchaser the option of canceling all or any part of the undelivered goods and/or services covered by this Purchase Order without incurring liability with respect to the goods and/or services so cancelled.

C. 出口合规证明。在“买方”要求时，“卖方”应使用“买方”可接受的格式向“买方”证明为确保遵守与本协议项下的所有交易有关的美国出口控制条例所需的特定信息。为使“买方”按照本协议订货或继续订货，要求“卖方”提供可接受的证明，如果“卖方”不按照可接受的方式作出回应，将构成“买方”终止本协议的依据，且“买方”不用支付费用或罚金。“卖方”应遵守“卖方”产品出口来源国的出口控制条例，以促进其遵守本协议下的义务。

D. 在将“买方”（或“买方”关联公司）的产品和服务销售给某些外国政府方面，“买方”可能要承担直接和/或间接的抵销/对销贸易义务。“卖方”同意，“买方”、其子公司和关联公司应有权获得可通过本协议项下的采购而获得任何可用的抵销或对销贸易信贷，以支持其在“卖方”所在国履行任何现在或将来的抵销或对销贸易信贷义务。“买方”应有权选择将上述信贷让与、出售或以其他方式转让给第三方，用于上述第三方满足抵销义务。“卖方”应尽力协助“买方”从“卖方”所在国的相关政府机构获得与“买方”在本协议下进行的采购相关的抵销或对销贸易利益。

## 16. 不可抗力

如果火灾、洪水、地震、罢工、战争、天灾、禁运、民众骚乱、政府管制或超出“买方”控制的其他原因（无论与上述各项相似还是不相似）使“买方”业务全部或部分中断或遭到实质性干扰，则“买方”应可选择取消本采购订单涵盖的所有或任何部分的未交付货物和/或服务，而不用承担与上述取消的货物和/或服务相关的责任。

## 17. TERMINATION

Purchaser reserves the right to terminate this Purchase Order or delay delivery or acceptance of any of the goods and/or services ordered for its convenience prior to delivery. In such event, Seller shall immediately stop all work and observe any instruction from Purchaser as to work in progress. In addition, Purchaser may, by written notice to Seller, terminate the whole or any part of this Purchase Order if (a) Seller fails to perform any provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms, or (b) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due. If this Purchase Order is so terminated, Purchaser may procure or otherwise obtain, upon such terms and in such manner as Purchaser may deem appropriate, supplies or services similar to those terminated. Seller shall be liable to Purchaser for any excess costs of such similar supplies or services. Seller shall transfer title and deliver to Purchaser, in the manner and to the extent requested in writing by Purchaser at or after termination such complete goods, partially completed goods and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has procured or acquired for the performance of the terminated part of this order, and Purchaser will pay Seller the contract price for completed goods delivered to and accepted by Purchaser and the fair value of the other property of Seller so requested and delivered. Seller shall continue performance of this order to the extent not terminated. Purchaser shall have no obligations to Seller in respect of the terminated part of this Purchase Order. Purchaser's rights as set forth herein shall be in addition to Purchaser's other rights in case of Seller's default, whether set forth in this order or not.

## 18. ASSIGNMENT

This Purchase Order and any right or obligation or performance hereunder is not assignable or delegable by the Seller without the prior written consent of the Purchaser, and

## 17. 终止

“买方”保留在订购的任何货物和/或服务交付之前，为了其方便而终止本采购订单或推迟交货或验收所述货物和/或服务的权利。在这种情况下，“卖方”应立即停止所有工作并遵守“买方”发出的与进展中的工作相关的任何指令。另外，如果发生以下情况，“买方”可通过向“卖方”发出书面通知终止本采购订单的全部或任何部分：(a) “卖方”未履行本订单的任何条款，或者未取得进展以致于不利于按照本订单条款对本订单的履行；或者(b) “卖方”破产或者成为根据与破产或债务人救济相关的任何法律而提起的法律程序的主体，或者“卖方”书面承认其不能支付到期债务。如果采购订单终止，“买方”或按照“买方”视为合适的条款和方式取得或以其他方式获得与被终止的供货或服务类似的供货或服务。为了上述类似供货或服务的任何超出的费用，“卖方”应对“买方”负责。“卖方”应在终止之时或之后，将“卖方”为了实施本订单被终止的部分而取得或获得的货物成品、货物半成品和材料、部件、工具、模具、模板、卡具、夹具、计划、图纸、信息和合同权利的所有权移交给“买方”，且“买方”将向“卖方”支付“卖方”交付并获得“买方”验收的货物成品的合同价格以及“卖方”被要求并交付的其他财产的公允价值。“卖方”应继续履行本订单未终止的部分。对于本采购订单被终止的部分，“买方”对“卖方”不承担任何义务。在“卖方”发生违约时，本文中所规定的“买方”权利应是“买方”的其他权利之外的权利（无论在本订单中是否有规定）。

## 18. 转让

未经“买方”事先书面同意，“卖方”不得转让或委托本采购订单或其中的任何权利或义务或实施，且任何此类试图进行的转让或

any such attempted assignment or delegation shall be void and ineffective for all purposes. Seller shall not subcontract for complete or substantially complete parts of work without Purchaser's prior written approval.

## 19. NON WAIVER

Purchaser's right to require strict observance or performance of each of the terms and provisions hereof shall not be affected by concurrent waiver of any other term or provision or by any previous waiver, forbearance or course of dealing.

## 20. APPLICABLE LAW; VENUE

This Purchase Order shall be governed by the laws of China except for its provisions regarding principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration and shall be finally settled under its said rules by three (3) arbitrators in Shanghai. The arbitration procedures shall be held in the English language. Judgment upon an arbitration award may be entered in any court having jurisdiction or application for a judicial acceptance of the arbitration award or an order of enforcement as the case may be. Costs of arbitration shall be borne equally by the Parties.

## 21. SEVERABILITY

If any provisions of this Purchase Order or Purchaser's attachments hereto are deemed invalid or unenforceable, the remaining provisions shall be construed as though such provision does not appear herein and shall be otherwise fully enforceable.

## 22. AUDIT RIGHTS

If requested by Purchaser, Seller and its authorized representatives will permit Purchaser at any time with reasonable notice

委托应在所有情况下均无效。未经“买方”事先书面同意，“卖方”不应将工作的整个部分或实质性的整个部分分包出去。

## 19. 不弃权

“买方”放弃任何条款或规定、或者任何先前的放弃、或者对交易过程延展期限，不应影响“买方”要求严格遵守或履行本文的每一项条款和规定的权利。

## 20. 适用法律；仲裁地

除了关于法律冲突原则的条款外，本采购订单应受中国法律管辖。《联合国国际货物销售合同公约（CISG）》不应适用。由于本协议或违约、终止、执行、解释或有效性（包括确定要仲裁的本协议的范围或适用性）引起或与它们相关的任何争端、索赔或争论，应提交给上海国际经济和贸易仲裁委员会/上海国际仲裁中心进行仲裁，并应最终由三位仲裁员在上海按照上述仲裁规则进行最终解决。仲裁程序应使用英语。对仲裁裁决可提交到任何有管辖权的法院进行判决，或者申请对仲裁裁决或执行命令（视具体情况）进行司法接纳。仲裁费用应由双方等额承担。

## 21. 可分割性

如果本采购订单或“买方”提供的本采购订单的附件的任何条款被视为无效或不可执行，剩余的条款应按照如同这些无效条款未出现在本文中一样进行解释，并应完全可执行。

## 22. 审查权利

如果“买方”要求，“卖方”和其授权代表应允许“买方”在发出合理的通知后随时：

to: a) examine all pertinent documents, data and other information relating to the goods, tooling, Seller's obligations under this Agreement and under any purchase orders issued by Purchaser, any payment made to Seller by Purchaser or any claim made by Seller; b) view any facilities or processes relating to the goods or any purchase order, including those relating to production quality; c) audit any facilities or processes to determine compliance with the requirements of any purchase order issued by Purchaser and this Agreement; and d) dispatch an inspection service to perform Purchaser directed independent verification of Seller product at Seller's premises and with Seller's inspection equipment Any examination under this section will be conducted during normal business hours and upon reasonable advance written notice to Seller. Seller must keep all documents for a period of at least 6 years after final payment is received under this contract.

### 23. PRODUCT RECALL

If a recall is required under the law or Purchaser determines that it is advisable, Seller and Purchaser shall promptly develop a Corrective Action Plan which shall include all actions required by an applicable consumer protection or similar law and any applicable regulations and provide Purchaser with an opportunity to review and approve such plan. To the extent a recall is determined to have been caused by a defect, quality or performance deficiency, other deficiency, non-conformance or non-compliance, which is the responsibility of Seller, at Purchaser's election, Seller shall perform all necessary repairs or modifications at its sole expense, or Purchaser shall perform such necessary repairs or modifications and Seller shall reimburse Purchaser for all reasonable out-of-pocket costs and expenses incurred by Purchaser in connection therewith. In either case, Seller shall reimburse Purchaser for all reasonable out-of-pocket costs and expenses incurred by Purchaser in connection with any recall, repair, replacement, or refund program including but not limited to: (i) investigating and/or inspecting the affected goods; (ii) locating, identifying, and notifying Purchaser's customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods; (iv) packing and

a) 检查所有与货物、工具、“卖方”在本协议项下和“买方”发布的任何采购订单下的义务、“买方”向“卖方”支付的任何条款或“卖方”提出的任何索赔相关的文件、数据和其他信息；b) 检查与货物或任何采购订单相关的任何设施或流程，包括那些与生产质量有关的设施或工艺；c) 审查任何设施或流程以确定是否符合“买方”发布的任何采购订单和本协议的要求；以及 d) 派遣检查服务机构在“卖方”工厂使用“卖方”检查设备按照“买方”指示对“卖方”产品进行独立验证。按照本条进行的任何检查将在合理提前地向“卖方”发出书面通知时在正常营业时间进行。“卖方”必须将所有文件保存长达按照本合同收到最终付款之后的至少6年时间。

### 23. 产品召回

如果按照法律进行产品召回或者“买方”决定产品召回是适当的，“卖方”和“买方”应迅速制定纠正措施计划，纠正措施计划中应包括适用的客户保护、类似法律和任何适用规程所要求的所有措施，并使“买方”有机会审查和批准该计划。如果确定召回是因为由“卖方”承担责任的缺陷、质量或性能不足、其他缺陷、不足、不合规引起的，则根据“买方”选择，“卖方”应自费进行所有必要的检修或改造，或者“买方”应进行上述必要的检修或改造，且“卖方”应向“买方”补偿“买方”因此发生的所有合理的实际付现成本和支出。在任一种情况下，“卖方”应向“买方”补偿“买方”与任何召回、检修、更换或退款计划相关而发生的所有合理的实际付现成本和支出，包括但不限于：(i) 调查和/或检查受影响的货物；(ii) 对“买方”客户进行定位、识别并发出通知；(iii) 检修货物，或者当检修货物不实际可行或者不可能时，重新购买或者更换被召回的货物；(iv) 包装和装运所召回的货物；以及(v) 通知媒体，如果需要或要求此类形式的通知的话。在向公众或政府机构发布与影响货物的潜在安全危害相关的任何声明之前，每一方都应与另一方协商，除非上述协商会妨碍按照法律要求及时发出的通知。

shipping the recalled goods and (v) media notification, if such form of notification is needed or required. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

## 24. RESTRICTED MATERIALS

Seller covenants that none of the goods sold or transferred to Purchaser contains any: (i) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); chemical or hazardous materials otherwise prohibited pursuant to Section 6 of U.S. Toxic Substances Control Act ("TSCA"); (iii) chemical or hazardous material otherwise restricted pursuant to EU Directive 2002/95/EC (the "ROHS Directive"); (iv) designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon-1211, 1301 and 2402, and chlorofluorocarbons ("CFCs") 11-13, 111-115, 211-217); (v) substance listed on Regulation (EC) No. 1907/2006 of the European Parliament and the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), Candidate List, subject to authorization, and restricted under EU Directive 2011/65/EU and when it shall be repealed, and any related Annexes thereto; (vi) any Conflict Minerals as defined by the Dodd-Frank Wall Street Reform and Consumer protection Act (US Public Law 111-203) and implementing regulations, and/or law or regulation of any jurisdiction that prohibits or requires reporting of the purchase or sale of products that contain any Conflict Mineral that originated in the Democratic Republic of the Congo or an adjoining country; or (vii) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Purchaser informs Seller the goods are likely to be shipped to or through which Seller otherwise has knowledge that shipment will likely occur, with regard to all inclusion of such chemicals or hazardous

## 24. 受限材料

“卖方”承诺向“买方”出售或移交的任何货物都不含有：(i) 任何以下化学品：砷、石棉、苯、铍、四氯化碳、四氯乙烯、三氯乙烷、多氯联苯（“PCB”）、多溴化联苯（“PBB”）、多溴联苯醚（“PBDE”）；其他按照美国《有毒物质控制法》（“TSCA”）所禁止的化学品或有害材料；(iii) 按照欧盟指令 2002/95/EC（“ROHS 指令”）所禁止的化学品或有害材料；(iv) 《蒙特利尔议定书》中所限制的破坏臭氧层化学品（包括但不限于 1,1,1-三氯乙烷、四氯化碳、卤化烃-1211, 1301 和 2402 以及含氯氟烃（“CFC”）11-13, 111-115, 211-217）；(v) 2006 年 12 月 18 日关于化学品注册、评估、许可和限制（“REACH”）的欧洲议会和理事会（EC）1907/2006 号法案以及经过授权并按照 EU 指令 2011/65/EU 予以限制的候选清单上列出的物质，且如果该候选清单被废除，则指与其相关的附件上所列出的物质；(vi) 《多德-弗兰克华尔街改革和消费者保护法》（美国公共法律 111-203）和实施条例中规定的任何冲突矿石，及/或任何管辖区域的关于禁止或要求对含有源自刚果共和国或相邻国家的任何冲突矿石的产品的购买或销售进行报告的法律或法规中所规定的任何冲突矿石；或(vii) 出售或移交给“买方”的货物中均不含有在“买方”通知“卖方”货物可能被运往的管辖区域或货物运输可能通过该管辖区域、或者“卖方”原本应了解可能将通过该管辖区域运输时，在该等管辖区域限制使用的其他化学品或有害材料。在“买方”要求时且“卖方”采取合理的保密措施使“买方”能够满足其合规性义务的情况下，“卖方”应向“买方”提供按照本采购订单的任何物质、制备、混合物、合金或货物的化学成分（包括比例），以及与特性有关的任何其他相关信息或数据，包括但不限于试验数据和有害物

materials in goods sold or transferred to Purchaser. Upon request from Purchaser and subject to reasonable confidentiality provisions which enable Purchaser to meet its compliance obligations, Seller will provide Purchaser with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under this Purchase Order and any other relevant information or data regarding the properties including without limitation test data and hazard information. To the extent Products are imported into the EU, Seller hereby certifies that the Products comply with the EU REACH regulations, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). Upon request, by Purchaser, Seller shall provide the country/countries of origin for all products, components, and materials subject to this Purchase Order.

## **25. HAZARDOUS SUBSTANCES**

To the extent required by applicable law, Seller shall be responsible for the collection, treatment, recovery and/or disposal of (i) the Products or any parts thereof when they are deemed by law to be "waste"; and (ii) any items for which the Products or any parts thereof are replacements. If Seller is required by applicable law, including without limitation, waste electrical and electronic equipment Legislations, European Directive 2012/19/EU and related Legislations in EU Member States, to dispose of "waste" Products or any part thereof, Seller shall dispose of such Products entirely at its own cost (including all handling and transportation costs).

## **26. LIEN WAIVERS**

Seller shall furnish, upon Purchaser's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Purchase Order and shall indemnify Purchaser against all costs, loss or liability incurred by Purchaser as a result of any failure by Seller or any other person to comply with this provision.

## **27. SELLER COMPLIANCE**

信息。如果产品出口到欧盟，“卖方”兹证明产品符合 EU REACH 法规，2006 年 12 月 18 日关于化学品注册、评估、许可和限制（“REACH”）的欧洲议会和理事会（EC）1907/2006 号法规。在“买方”要求时，“卖方”应提供本采购订单中涉及的所有产品、成份和材料的原产国。

## **25. 有害物品**

根据相关适用法律要求，“卖方”应负责收集、处理、回收和/或处置：(i) 按照法律被视为“废弃物”的产品或其任何部分；和(ii) 产品或产品的任何部分作为其替换物的任何物项。如果根据适用法律（包括但不限于电气和电子废弃设备法规、欧盟指令 2012/19/EU 和欧盟成员国内的相关法规）要求“卖方”处理“废弃物”产品或其任何部分，则“卖方”应完全自费处理这些产品（包括所有搬运和运输费用）。

## **26. 放弃留置权**

“卖方”应在“买方”要求时，提供放弃“卖方”和所有其他人有权要求与执行本采购订单相关的任何留置权，并应赔偿“买方”由于“卖方”或任何其他其他人未遵守本条款而使“买方”承担的所有费用、损失或责任。

## **27. 卖方合规**

In performing its obligations under this Agreement, Seller will not use child labor as defined by local law, will not use forced or compulsory labor, will not physically abuse labor and will respect employees' rights to choose whether to be represented by third Parties and to bargain collectively in accordance with local law. In addition, in all wage and benefit, working hours and overtime and health, safety and environmental matters, Seller will comply with all applicable laws and regulations. Seller further agrees that, if requested by Purchaser, it shall demonstrate, to the satisfaction of Purchaser, compliance with all requirements in this paragraph. Purchaser shall have the right to inspect any site of Seller involved in work for Purchaser, and failure to comply with the obligations in this paragraph shall be cause for immediate termination without penalty or further liability to Purchaser.

## 28. PURCHASER'S CODE OF CONDUCT

Seller agrees to adhere to the Code of Conduct <http://www.itt.com/newsroom/publications/code-of-conduct/> of Purchaser's parent, (ITT Corporation), as if it were an affiliated company of Purchaser. Purchaser's Code of Conduct prohibits any of its employee and their families from accepting any business courtesy from a supplier on non-government business other than limited refreshments and meals during a business meeting or promotional business items of only token value, however, such gifts are discouraged. On government business, no business courtesies of any kind can be accepted by any of Purchaser's employee or their families. Seller agrees to conform to these business courtesy restrictions and acknowledges that their failure to comply is grounds for immediate termination of this Agreement with cause without further liability.

## 29. SELLER PROTOCOL

Seller agrees to adhere to the Supplier Expectation Protocols of Purchaser [http://itt.com/itt/Media/itt/ITTSite/About/itt\\_supplier-expectations.pdf](http://itt.com/itt/Media/itt/ITTSite/About/itt_supplier-expectations.pdf) Suppliers are expected to conduct themselves in a fair and open manner, and together with Purchaser strive to "do the right thing always" with respect to business conduct, ethics and corporate citizenship.

在履行本协议项下的义务时，“卖方”不得使用当地法律定义的童工，不得使用强迫或强制劳工，不得从身体上滥用劳动力，应尊重雇员选择是否被第三方代表以及根据当地法律进行集体谈判的权利。另外，在所有工资和福利、工作时间和加班、健康、安全和环境事项中，“卖方”应遵守所有适用法律和法规。“卖方”还同意，如果“买方”要求，“卖方”应证明其遵守本条中的所有要求以使“买方”满意。“买方”应有权检查“卖方”为“买方”工作的任何现场，如果“卖方”未遵守本条中的义务，“买方”应有理由立即终止本协议，且不需承担罚金和其他责任。

## 28. 买方行为规范

“卖方”同意遵守“买方”母公司（ITT公司）的行为准则 <http://www.itt.com/newsroom/publications/code-of-conduct/>，如同它本身是“买方”的关联公司一样。“买方”的行为准则禁止其任何雇员和他们的家庭成员在非政府业务场合接受供货商的商务礼节，但在商务会议期间提供有限的点心和餐饮或纪念品价值的促销商业物件除外，然而，此类礼品也不受鼓励。在政府业务上，“买方”的任何雇员和他们的家庭成员不得接受任何种类的商务礼节。“卖方”同意遵守这些商务礼限制，并承认如果其未遵守这些限制，将使“买方”有理由立即终止本协议且无需承担其他责任。

## 29. 卖方协定

“卖方”同意遵守“买方期待供应商遵守的协定” [http://itt.com/itt/Media/itt/ITTSite/About/itt\\_supplier-expectations.pdf](http://itt.com/itt/Media/itt/ITTSite/About/itt_supplier-expectations.pdf)。希望供应商以公平、公开的方式经营，并与“买方”一起尽力在商业行为、道德和企业公民方面“始终正确行事”。希望供应商诚实地严格遵守所

Suppliers are expected to be truthful, strictly adhere to the letter and the spirit of all laws, provide high-quality products and services, conform to locally accepted standards of good corporate citizenship, promote and sustain a work environment that fosters mutual respect, openness and individual integrity as well as be a global citizen by never letting the end justify the means and always living up to ethical, environmental and social responsibilities.

### **30. INDEPENDENT CONTRACTOR**

The relationship between Purchaser and Seller is that of independent contractors and not that of partners, principle and agent, joint ventures, employment or similar types. Neither Party has and neither Party will receive as a result of this Agreement or otherwise any right or authority to assume responsibility or create any liability on behalf of the other in any manner.

### **31. ENGLISH LANGUAGE**

All of Seller's communication with Purchaser and information provided to Purchaser shall be supplied in the English language. Translations may be made for convenience, but the English versions shall be the controlling legal document.

### **32. INTELLECTUAL PROPERTY**

Seller grants Purchaser all rights and licenses necessary for Purchaser and its subsidiaries and affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this Purchase Order.

### **33. ENTIRE AGREEMENT**

This Purchase Order is intended by the parties as a final expression of their agreement and also is a complete and exclusive statement of the terms thereof, any prior oral or written agreements as to the same subject matter notwithstanding. This agreement may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

有法律的条文和精神，提供优质产品和服务，符合当地接受的良好企业公民标准，促进并维持可培育互相尊重、公开和个体诚信以及作为全球公民的工作环境，绝不能为达目的不择手段并始终履行道德、环境和社会责任。

### **30. 独立承包商**

“买方”与“卖方”之间的关系是独立承包商关系而不是合伙人、委托代理、合资公司、雇佣或类似类型的关系。任何一方不得且不应因为本协议或其他文件而具有以另一方的名义承担责任或产生任何权利或权限。

### **31. 英语语言**

“卖方”与“买方”之间的所有沟通和提供给“买方”的信息应使用英语。为了方便起见，可使用翻译版，但以英文版为准。

### **32. 知识产权**

“卖方”向“买方”授予“买方”和其子公司和关联公司使用、转让、移交和出售产品和服务以及行使本采购订单下的权利所必需的一切权利和许可。

### **33. 完整协议**

本采购订单是双方最终达成一致的协议，也是该协议条款的完整、排他性声明，无论关于同一标的的所有先前的口头或书面协议如何。本协议不得口头修改或终止，对本采购订单的任何条款进行修改以及声明放弃时，只有使用书面形式且经过修改或放弃的被执行一方签字时才具有约束力。