

**1. General.** Unless otherwise prohibited by applicable law, these Terms and Conditions of Purchase (the “**Terms**”) are incorporated into and form a part of the purchase order and/or agreement issued by the legal entity member of the CentroMotion™ family of companies identified on the purchase order and/or agreement, or revision thereto (the “**Purchase Order**”). The terms “**Buyer**” and “**Seller**” refer to the entities designated as such on the Purchase Order. The term “**Supplies**” refers to the products, supplies, equipment and/or services to be provided to Buyer by Seller as specified on the Purchase Order.

**1. 一般条款。**除适用法律另有禁止以外，本采购条款与条件(以下简称“**条款**”)将被纳入并构成采购订单和/或协议或其修订版(以下简称“**采购订单**”)中所列由CentroMotion™公司家族的法人实体成员签发的采购订单和/或协议的一部分。“**买方**”和“**卖方**”一词是指采购订单中指定的实体。“**供应品**”是指采购订单中规定的由卖方提供给买方的产品、供应品、设备及/或服务。

**2. Acceptance and Acknowledgement.** The Purchase Order is an offer by Buyer to purchase the Supplies from Seller on the terms of the Purchase Order. Buyer shall have the right to rescind the Purchase Order at any time prior to Seller’s acceptance. Seller shall be deemed to have accepted the Purchase Order and a binding contract shall be deemed to have formed upon the earliest of: (a) Seller commencing work or performance with respect to any part of the Purchase Order; (b) Seller delivering written acceptance of the Purchase Order to Buyer; (c) any conduct by Seller that fairly recognizes the existence of a contract for the purchase and sale of the Supplies; or (d) three (3) days following Buyer’s delivery of the Purchase Order to Seller. In the event Seller accepts Buyer’s Purchase Order other than by written acceptance pursuant to clause (b) above, Buyer may cancel the Purchase Order in its sole and absolute discretion, without payment of any kind to Seller, if Seller refuses to provide written acceptance of the Purchase Order within two (2) business days following Buyer’s written or oral request for such confirmation. **The Purchase Order is limited to and conditional upon Seller’s acceptance of these Terms, which expressly exclude any of Seller’s general terms and conditions of sale, invoice, or any other document issued by Seller in connection with the Purchase Order.** Any addition to, modification of, or deletion of these Terms by Seller in any acceptance, acknowledgment, confirmation, or other communication or document, which may contain additional, different or inconsistent terms, is hereby expressly objected to and rejected by Buyer. Buyer’s failure to object to provisions contained in any communication from Seller shall not be deemed to waive any provisions herein, or to accept any different terms and conditions communicated by Seller. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. The following documents are incorporated into and shall be part of the Purchase Order and constitute the sole and entire agreement between the Buyer and Seller with respect to the Purchase Order: (i) these Terms, (ii) Buyer-provided specifications, prints, drawings and requirements for the Supplies (collectively “**Buyer Specifications**”); (iii) Buyer’s policies that have been communicated to Seller, as revised by Buyer from time to time, including such policies located on CentroMotion’s Supplier Hub webpage, including but not limited to the Supplier Quality Manual and the Supplier Code of Conduct; and (iv) any signed written agreement between Buyer and Seller which provides therein that it shall be part of the Purchase Order.

**2. 接受及确认。**采购订单是买方根据采购订单的条款向卖方购买供应品的要约。买方有权在卖方接受订单前的任何时间撤销采购订单。卖方应被视为已接受采购订单，且在以下最早的日期已经订立具有约束力的合同：(a) 卖方开始就采购订单的任何部分进行工作或履行其义务；(b) 卖方向买方交付采购订单的书面接受单；(c) 卖方可供供应品买卖合同的存在而做出的任何行为；或(d) 买方向卖方交付采购订单后的三(3)天。如果卖方接受买方的采购订单（但不是以上述第(b)条规定的书面方式接受），但在买方书面或口头要求确认后的两(2)个工作日内拒绝书面接受采购订单，则买方可以自行决定取消该采购订单，无需向卖方支付任何款项。**采购订单仅限于卖方接受本条款，本条款不包括卖方的任何一般销售条款和条件、发票或卖方签发的任何与采购订单有关的其他文件。**卖方在任何接受、确认、批准资料或其他通信或文件中对这些条款的任何添加、修改或删除（其中可能包含额外的、不同的或不一致的条款），买方特此明确提出反对并表示拒绝。买方未反对卖方任何通信中的条款不得被视为放弃本协议中的任何条款，或接

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受卖方传达的任何不同条款和条件。本条款可用于替代双方之间的任何交易过程或行业内的贸易惯例。以下文件被纳入且应成为采购订单的一部分，构成买方和卖方就采购订单达成的唯一完整协议：(i) 本条款，(ii) 买方提供的供应品规格书、印刷资料、图纸和要求(统称为“**买方规格书**”)；(iii) 买方已传达卖方并经买方不定期修订的政策，包括位于CentroMotion供应商中心网页上的此类政策，包括但不限于《供应商质量手册》和《供应商行为准则》；以及(iv) 买方和卖方之间签署的书面协议，其中规定该协议应成为采购订单的一部分。

**3. Delivery.** Seller shall manufacture and ship Buyer’s requirements for the Supplies in such quantities, prices, and at such time as identified by Buyer as firm orders in the Purchase Order, or if a blanket Purchase Order, in scheduling agreements, manifests or other similar releases that are transmitted to Seller from time to time during the term of the Purchase Order. Time and quantities are of the essence under the Purchase Order; Buyer expects 100% on-time delivery. Seller is obligated to deliver Supplies in a timely manner in compliance with the terms of the Supplier Quality Manual. In the event of a delay in delivery, Seller shall notify Buyer immediately. Buyer may direct temporary suspension of scheduled shipments from time to time in its sole and absolute discretion, in which case Buyer shall reimburse Seller for commercially reasonable out-of-pocket storage expenses during the suspension period. Unless otherwise agreed upon by Buyer or stated in the Purchase Order, all pricing and shipments are to be made Ex Works (EXW) Seller’s facility (Incoterms® 2020). Seller warrants good title to Buyer for the Supplies delivered by Seller, free and clear of any and all liens, restrictions, reservations, security interests or other encumbrances. Seller shall, among any other instructions that may be contained in the Supplier Quality Manual, properly pack, mark, and ship the Supplies according to the requirements of Buyer, the involved carriers and the country of destination. Before the Supplies are shipped, Seller shall give Buyer sufficient warning in writing of any hazardous or restricted material that is a substance or material or is otherwise part of the Supplies.

**3. 交付。**卖方应按照买方在采购订单中确定的数量、价格和时间，或按照采购订单期间买方不定期传达给卖方的调度协议、舱单或其他类似放行中确定的一批采购订单中所规定的供应品要求制造并交付供应品。采购订单中规定的时间和数量至关重要，买方希望卖方100%准时交货。卖方有义务按照《供应商质量手册》中规定的条款及时交付供应品。如果延迟交货，卖方应立即通知买方。买方可自行决定，对任何预定的装运发出暂停指示，在该等情况下，买方应在暂停期间向卖方补偿商业上合理的自付仓储费。除买方另有约定或采购订单中另有规定以外，所有定价和装运均应在卖方工厂交货(EXW)(《国际贸易术语解释通则®2020》)。卖方保证对卖方交付的供应品拥有有效的所有权，且不受任何和所有留置权、限制、保留、担保权益或其他负担的限制。除《供应商质量手册》中可能包含的任何其他指示外，卖方应根据买方、相关承运人和目的国的要求，妥善包装、标记和装运供应品。在供应品装运前，卖方应就任何属于供应品的物质或材料或属于供应品的其他危险或受限材料给予买方充分的书面警告。

**4. Price; Payment Terms.** The purchase price for the Supplies is set forth in the Purchase Order. The purchase price cannot be increased unless expressly accepted in writing by Buyer. Buyer will pay approved invoices within ninety (90) days after receipt. Unless otherwise agreed by Buyer in writing or set forth in the Purchase Order, all invoices will be paid U.S. dollars. Notwithstanding anything to the contrary in these Terms, and without prejudice to any other right or remedy it has or may have, Buyer may set off or recoup any liability it owes to Seller against any amount for which Seller is liable to Buyer.

**4. 价格；支付条款。**采购订单中规定了供应品的采购价格。除买方明确书面接受的以外，不得额外增加采购价格。买方将在收到批准的发票后九十(90)天内付款。除买方另有书面同意或采购订单中另有规定以外，所有发票将以美元方式进行支付。如无另行规定，在不影响其拥有或可能拥有的任何其他权利或补救措施的情况下，买方可以从其应向其支付的任何金额中抵扣或补偿其欠卖方的任何款项。

**5. Quality.** Seller shall conform to all of Buyer's quality control guidelines, standards, and inspection systems, including Buyer's Supplier Quality Manual located on the CentroMotion Supplier Hub webpage. Seller is responsible for the performance and quality of all of its suppliers from which Seller obtains supplies or services it uses to produce Supplies.

**5. 品质.** 卖方应遵守买方的所有质量控制指南、标准和检查系统, 包括位于 CentroMotion 供应商中心网页上的买方供应商质量手册。卖方应对其所有供应商的性能和质量负责, 并从这些供应商处获得其用于生产供应品的产品或服务。

**6. Seller Allocation.** Should Seller need to allocate resources between or among its customers, Buyer will be treated at least as favorably as Seller's other customers.

**6. 卖方分配.** 如果卖方需要在其客户之间进行资源分配, 则买方应至少享受与卖方其他客户一样的优惠待遇。

**7. Warranty.** Seller warrants to Buyer, Buyer's customer and their respective customers, successors and assigns that the Supplies shall: (a) be new and conform in all respects to the Purchase Order, Seller's specifications, and all Buyer Specifications and other descriptions furnished by Buyer or otherwise obtained by Seller; (b) be free from all defects in design, workmanship and/or materials; (c) be selected, designed, manufactured, assembled and packaged by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer; and (d) conform to all applicable laws in countries where the Supplies (or Buyer's products into which the Supplies are incorporated) are to be sold. For all Supplies which consist of services, Seller further warrants that its work shall be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed to with Buyer and otherwise consistent with the highest industry standards and that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services. All warranties of Seller extend to future performance of the Supplies and are not modified, waived, or discharged by delivery, inspection, tests, acceptance and/or payment. The warranty period shall run to the latest of the following: (i) thirty-six (36) months from the date Buyer accepts the Supplies; (ii) the warranty period provided by applicable law; (iii) the warranty period offered by Buyer to Buyer's customer; or (iv) the warranty period Buyer's customer offers to end-users of the products or for the products into which the Supplies are incorporated. If any Supplies fail to meet the foregoing warranties, Seller shall, in Buyer's sole and absolute discretion, without prejudice to any other right or remedy of Buyer: (i) accept the return of such Supplies within the time frame as requested by Buyer, at Seller's sole expense, and refund to Buyer the full invoice price plus all transportation and other charges, costs, and expenses associated with the non-conforming Supplies; (ii) replace or reperform the non-conforming Supplies with conforming Supplies, with all associated costs and expenses, other than the original invoice and shipping prices, being borne by Seller; or (iii) at Seller's sole expense, repair the Supplies at any time prior to shipment from Buyer's plant.

**7. 保证.** 卖方向买方、买方的客户及其各自的客户、继承人和受让人保证, 所有供应品均: (a) 为新产品, 其在各个方面均符合采购订单、卖方规格书, 以及买方提供的, 或卖方以其他方式获得的所有买方的规格书和其他文件所规定的相关要求; (b) 在设计、工艺和/或材料上没有任何缺陷; (c) 由卖方根据买方声明的用途进行选择、设计、制造、组装和包装, 并符合买方的预期用途; (d) 符合供应品(或包含供应品的买方产品)销售所在国的所有适用法律。对于包括服务在内的所有供应品, 卖方进一步保证, 其会提供专业熟练的服务, 符合与买方商定的所有标准和规范, 以及最高的行业标准, 所有人员(无论是雇员、代理人、分包商, 还是代表卖方行事的任何人)均会根据适用法律的相关要求获得相应的许可、认证或认可, 并具备提供服务的相应技能、经验和资格。卖方的所有保证均适用于供应品的后续性能, 不得因交付、检验、测试、验收和/或付款而修改、放弃或解除。保修期应以下列期限较长者为准: (i) 买方接受供货之日起三十六(36)个月; (ii) 适用法律规定的保修期; (iii) 卖方向买方客户提供的保修期; 或 (iv) 买方客户向最终用户提供产品或包含供应品的产品保修期。如果任何供应品未能满足上述保证, 可由买方全权决定, 卖方在不影响买方任何其他权利或救济的情况下: (i) 在买方要求的时间范围内, 接受该等供应品的退货, 费用由卖方承担, 并向买方退还发票的全部款项, 以及与不合格供应品相关的所有运输和其他费用、成本和开支; (ii) 用合格品替换或重新替换不合格品, 除原始发票和运费以外, 所有相关成本和费用均由卖方承担; 或者 (iii) 在买方工厂发货前的任何时间修理供应品, 费用由卖方承担。

**8. Remedies; Indemnification Obligation.** The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with and in addition to all other or legal or equitable remedies available to Buyer. Seller is liable for all damages incurred by Buyer as a result of Seller's or its subcontractors': (a) breach of any representation or warranty set forth in the Purchase Order; (b) failure to timely CentroMotion Terms and Conditions of Purchase - Version 1.1 - Effective September 1, 2023  
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deliver conforming or otherwise non-defective Supplies; and/or (c) failure to comply with the Purchase Order, even if Seller has cured the breach. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer and the end-users of the products sold by Buyer or the end users of the products which incorporate the Supplies and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from: (i) breach of any representation or warranty set forth in the Purchase Order; (ii) failure to timely deliver conforming or otherwise non-defective Supplies; (iii) failure to comply with the Purchase Order, even if Seller has cured the breach; (iv) any defective Supplies; (v) any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe or violate any third party's Intellectual Property (as defined below) rights; or (vi) any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors.

**8. 补救措施; 赔偿义务.** 每个采购订单中保留给买方的权利和救济应为买方可用的所有其他或法律或衡平法规定的累积救济措施。因卖方或其分包商的以下行为而给买方造成的一切损害, 应由卖方负责: (a) 违反采购订单中规定的任何声明或保证; (b) 未能及时交付合格或无缺陷的供应品; 以及/或 (c) 未能遵守采购订单中的规定, 即使卖方已经采取纠正措施。卖方应保护买方及其客户、买方所售产品的终端用户或包含该供应品的产品的终端用户, 及其各自的代理人、客户、受邀人、子公司、附属公司、继承人和受让人免受因以下原因引起或导致的任何损害、损失、索赔、责任和费用(包括合理的律师费及其他专业费用、调解和判决): (i) 违反采购订单中规定的任何要求或保证; (ii) 未能及时交付合格或无缺陷的供应品; (iii) 未能遵守采购订单的规定, 即便卖方已采取纠正措施; (iv) 任何有缺陷的供应品; (v) 任何针对实际或涉嫌直接或间接侵权, 或诱使侵犯或侵犯了任何第三方知识产权(定义见下文)的诉讼或索赔; 或者 (vi) 卖方或其代理、员工或分包商的任何疏忽或不作为或不作为。

**9. Changes.** Buyer reserves the right at any time, by written notice to Seller, to make changes, or to require Seller to make changes to Buyer Specifications, sub-suppliers, samples or descriptions of the Supplies. Seller shall not make any changes to the Buyer Specifications without the prior written consent of Buyer.

**9. 变更.** 在书面通知卖方的情况下, 买方有权随时更改买方的规格书、次级供应商、供应品样品或说明, 或要求卖方进行更改。未经买方事先书面同意, 卖方不得对买方的规格书进行任何更改。

**10. Termination.** Buyer may terminate immediately the Purchase Order for cause, which shall be effective upon delivery of written notice or upon such other date specified by Buyer in writing. Buyer also may, at its option and in its sole discretion, immediately terminate all or any part of the Purchase Order at any time and for any reason upon seven (7) days written notice to Seller. For purposes hereof, "cause" means if Seller has not performed or complied with any of these Terms, in whole or in part, or if the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Supplies received and accepted by Buyer prior to the termination.

**10. 订单终止.** 买方可因相关原因立即终止采购订单, 订单终止在买方发出书面通知的日期或其书面指定的其他日期生效。买方也可以自行选择并决定, 在任何时间以任何理由向卖方发出七(7)天书面通知后立即终止全部或部分采购订单。在本协议中, "原因"指卖方未全部或部分履行或遵守本协议中的任何条款, 或者卖方破产、申请破产、为债权人的利益启动或已启动与破产、接管、重组或转让有关的程序。如果买方因任何原因终止采购订单, 则卖方的唯一补救措施是对买方在终止订单前收到并接受的供应品予以支付。

**11. Insurance.** Seller shall maintain and require its subcontractors to maintain the following minimum insurance coverage (or any other corresponding international policies): (a) comprehensive general liability insurance with limits no less than USD \$1,000,000 per occurrence, USD \$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits no less than USD \$1,000,000 combined single limit; (c) business interruption insurance; (d) workers compensation with statutory limits and employer's liability insurance with limits no less than USD \$1,000,000 covering all employees engaged in the performance of the Purchase Order for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and regulations; and (e) such other insurance coverage as may be requested from time to time by Buyer in its sole discretion. In each case, Seller's insurance coverage, with the exception of workers compensation, will name Buyer and its affiliates (as applicable) as loss payee(s) and/or "additional insured(s)." Seller will require insurance carrier for policies mentioned herein to grant waiver of subrogation in favor of Buyer. Seller policies will be placed with insurance carriers with an AM Best rating of A- VII or higher. Seller shall provide Buyer with thirty (30) days' notice of any policy cancellation or material change to policy terms and conditions. Seller shall furnish to Buyer a certificate (or any other similar proof of insurance) showing full compliance with the requirements set forth in this Section within ten (10) days of Purchase Order acceptance and on each policy renewal date thereafter.

**11. 保险。** 卖方应保持并要求其分包商保持以下最低保险范围(或任何其他相应的国际保险):(a) 综合责任保险, 每次事故限额不低于1,000,000美元, 总计2,000,000美元; (b) 综合汽车责任保险, 限额不低于1,000,000美元; (c) 业务中断保险; (d) 根据任何适用的工人赔偿、职业病或健康与安全法律和/或法规产生的索赔, 提供法定限额的工人赔偿和雇主责任保险, 限额不低于1,000,000美元, 涵盖所有参与履行采购订单义务的员工; 以及 (e) 买方自行决定和随时要求的其他保险范围。在各种情况下, 除工人赔偿以外, 卖方的保险范围将指定买方及其关联方(如适用)为损失受保人和/或“额外被保险人”。卖方将要求保险公司就本合同所述政策授予买方放弃代位求偿权。卖方的保单将由AM Best评级为A-VII或更高的保险公司承保。如有任何保单取消或保单条款和条件的重大变更, 卖方应提前三十(30)天通知买方。卖方应在接受采购订单后的十(10)天内, 以及此后的每个保单续保日, 向买方提供一份证明(或任何其他类似的保险证明), 证明其完全符合本节规定的要求。

**12. Buyer's Property.** Any and all materials furnished by Buyer to Seller shall be carefully maintained and insured by Seller while in Seller's possession, and said property shall not be used by Seller in connection with the manufacture of any products not ordered by Buyer and shall be returned to Buyer at its request. Seller shall keep adequate records of all materials and information including Buyer Specifications and any other type of information furnished by Buyer as confidential, maintain appropriate procedures to preserve the confidential nature thereof and make no use directly or indirectly of any such information without Buyer's prior written consent. Upon completion, cancellation or termination of the Purchase Order, Seller shall return all such property to Buyer.

**12. 买方的财产。** 买方提供给卖方的一切材料均应在卖方拥有期间由卖方妥善维护和投保, 且卖方不得将上述财产用于制造买方未订购的任何产品, 并根据买方要求将其退还给买方。卖方应将所有材料和信息(包括买方规格书和买方提供的任何其他类型的信息)作为保密信息妥善保存, 未经买方事先书面同意, 不得直接或间接使用任何此类信息。在采购订单完成、取消或终止后, 卖方应将所有该等财产返还给买方。

**13. Tooling.** Any and all hardware, software, robotics, machinery, dies, molds, cavities, jigs, fixtures, gauges, tools, tooling, material, patterns, samples, prototypes, and any other property used to manufacture Supplies, which is owned, provided, charged to, or paid for by or on behalf of Buyer in whole or in part ("Buyer Tooling") shall be and remain the exclusive property of Buyer. Title to Buyer Tooling shall pass to Buyer without regard to Buyer's payment or performance of other obligations. Seller and its suppliers shall not retain any lien, encumbrance or interest, nor attempt to encumber Buyer's interest in the Buyer Tooling. Buyer Tooling shall be: (a) used exclusively to fill Buyer's orders; (b) maintained in good working condition at Seller's expense; (c) subject to periodic accounting by Seller at Buyer's request and inspection by Buyer; (d) identified as to location and not be moved without Buyer's prior written approval; (e) not scrapped or destroyed without Buyer's prior written approval - any revenues made from scrapping will be offset against the costs of scrapping and any profit made thereof shall be refunded to Buyer; (f) located at the agreed upon location and not be moved without Buyer's prior written consent; and (g) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted, at any time upon Buyer's request. Seller agrees to assist in protecting and perfecting Buyer's interest in the Buyer Tooling. Seller waives any lien, right of set-off or counterclaim that might permit Seller to refuse to deliver Buyer Tooling to Buyer. All Buyer Tooling shall be conspicuously marked "Property of CentroMotion" by Seller, insured by Seller

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and held at Sellers' risk while in Seller's or its agent's control or possession. Seller shall provide Buyer with an updated tooling list on a yearly basis and agrees, upon request, to diligently execute Buyer's tooling agreement.

**13. 工具。** 由买方或其代表全部或部分拥有、提供、收取或支付的任何及所有硬件、软件、机器人、机械、模具、模腔、夹具、量规、工具、塑胶模具、材料、样品、手板以及用于制造供应品的任何其他财产 (“**买方工具**”) 均属于买方的专属财产。买方塑胶模具的所有权应转移给买方, 而不考虑买方的付款或其他义务的履行。卖方及其供应商不得保留任何留置权、产权负担或权益, 也不得试图妨碍买方对其塑胶模具的权益。买方的塑胶模具应: (a) 专门用于买方订单生产; (b) 妥善保管, 费用由卖方承担; (c) 卖方应根据买方要求定期核算, 并由买方检查; (d) 确定位置, 未经买方事先书面批准不得移动; (e) 未经买方事先书面批准, 不得报废或销毁。因报废而产生的任何收入将用于抵扣报废成本, 由此产生的任何利润也应退还给买方; (f) 保存于约定地点, 未经买方事先书面同意不得移动; 以及 (g) 在买方要求的任何时间, 以相同或更好的状态(合理磨损除外)及时归还所有部件或备件。卖方放弃任何可能允许其拒绝向买方交付买方塑胶模具的留置权、抵销权或反诉权。对于买方的所有工具, 卖方均应明显标明“CentroMotion财产”, 并由买方投保, 由卖方或其代理保管或持有, 风险由卖方承担。卖方应每年向买方提供一份最新的塑胶模具清单, 并同意根据要求认真执行买方的塑胶模具协议。

**14. Intellectual Property.** Seller warrants that the Supplies and the sale and/or use thereof (with respect to goods, before or after incorporation into products during manufacture) are original to Seller and do not and shall not infringe the Intellectual Property rights of any third party. Any Intellectual Property created (a) at the request of Buyer, (b) in connection with Supplies sold only to Buyer, or (c) based in whole or in part on information provided by Buyer, including Buyer Specifications, shall be considered as ordered or commissioned by Buyer as a contribution to a collective work, and be considered "work made-for-hire" and shall belong to Buyer. To the extent such Intellectual Property may not be deemed "work made-for-hire," Seller and its employees, subcontractors and agents hereby assign and agree to assign, and Buyer accepts, on a paid-up basis, all right, title and interest in and to all such Intellectual Property. Seller shall not seek any registration, patent, copyright or titling of such Intellectual Property in its name or for its benefit. Seller shall promptly execute and deliver such documents and take such action as Buyer may reasonably request to protect or perfect Buyer's right, title and interest in the Intellectual Property. Seller shall not supply to anyone other than Buyer any Supplies designed in whole or in part by or exclusively for Buyer. The term "**Intellectual Property**" means all industrial and other intellectual property and intellectual property rights, including without limitation: (i) inventions, discoveries, patents, patent applications and all related continuations, divisional, reissue, utility model, design and process patents, applications and registrations thereof, certificates of invention; (ii) works, copyrights, registrations and application for registration thereof; (iii) computer software programs, data and documentation; (iv) trade secrets, confidential information, know-how, techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information; and (v) all other proprietary rights relating to the foregoing.

**14. 知识产权。** 卖方保证供应品及其销售和/或使用(就货物而言, 在制造过程中纳入产品之前或之后)属于卖方原创, 且没有也不会侵犯任何第三方的知识产权。(a)应买方要求, (b)与仅出售给买方的供应品有关, 或(c)全部或部分基于买方提供的信息(包括买方规格)创建的任何知识产权, 均应被视为买方订购或委托对集体工作的贡献, 并被视为“雇佣作品”, 归买方所有。当此类知识产权不被视为“雇佣作品”的情况下, 卖方及其员工、分包商和代理人特此转让并同意转让, 买方在付清费用的基础上接受所有此类知识产权的所有权利、所有权和利益。卖方不得以其名义或为其利益谋求该等知识产权的任何注册、专利、版权或所有权。卖方应立即签署和交付买方合理要求的此类文件, 并采取买方合理要求采取的行动, 以保护或完善买方在知识产权中的权利、所有权和利益。卖方不得向买方以外的任何人提供全部或部分由买方设计或专门为买方设计的任何供应品。“**知识产权**”一词是指所有工业和其他知识产权以及知识产权, 包括但不限于: (i) 发明、发现、专利、专利申请和所有相关延续、分案、重新颁发、实用新型、外观设计和工艺专利、申请和注册、发明证书; (ii) 作品、版权、注册及其注册申请; (iii) 计算机软件程序、数据和文档; (iv) 商业秘密、保密信息、专有技术、技术、设计、手板、增强、改进、在建工程、研发信息; 以及 (v) 与上述内容相关的所有其他所有权。

**15. Confidential Information.** Any confidentiality or non-disclosure agreement entered into between the Buyer and Seller shall govern the disclosure of any and all confidential information, as defined in such agreement, and such agreement shall be incorporated into these Terms and shall remain in full force and effect. In the absence of a separate confidentiality or non-disclosure agreement, any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller (including the existence of this business relationship with Buyer) in connection with the Purchase Order and any and all Supplies, including services to be rendered and/or work to be performed pursuant to the Purchase Order is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, without authorization in writing from Buyer, use (except as necessary to the performance of the Purchase Order), communicate or disclose such confidential and proprietary information of Buyer or use such information for any purpose other than to perform its obligations under the Purchase Order.

**15. 保密信息。** 买方和卖方之间订立的任何保密协议或不披露协议应就 该等协议中指定的所有保密信息的披露进行约束, 该等协议应纳入本条 款, 且保持完全效力。在没有单独的保密协议或不披露协议的情况下, 买方可能已向卖方披露的, 或后续可能会向卖方披露的与采购订单和所 有供应品有关的任何信息或知识(包括与买方的业务关系的存在), 包 括根据采购订单提供的服务和/或执行的工作, 均属于买方的保密信息 和专有信息。未经买方书面授权, 卖方不得使用(除履行采购订单外)、 沟通或披露买方的该等保密信息和专有信息, 也不得将该等信息用于履 行其在采购订单项下的义务以外的任何用途。

**16. Compliance with Laws; Supplier Code of Conduct.** Seller and its subcontractors shall comply with all laws, regulations and requirements applicable to the Supplies, the supply of Supplies to Buyer, and Seller's performance hereunder, including without limitation (a) privacy and data protection laws, rules and regulations, (b) environmental protections laws, rules and regulations, (c) wage, workers compensation, equal opportunity and reporting obligations, and (d) the United States Foreign Corrupt Practices Act, United Kingdom Bribery Act, and similar international regulations (where applicable). Seller shall provide fully-completed Supplies-related certificates such as but not limited to REACH, asbestos-free declarations, required information related to the origin of any conflict mineral such as gold, tin, tantalum, and tungsten ("3TG") contained in the Supplies and other applicable certificates and comply with all related requirements. Seller and its subcontractors shall abide and act in compliance with the latest version of the Supplier Code of Conduct located on the CentroMotion Supplier Hub webpage.

**16. 遵守法律和供应商行为准则:** 卖方及其分包商均应遵守适用于供应品、 向买方供货以及卖方在本协议项下履行的所有法律、法规和要求, 包括但不 限于: (a)与隐私和数据保护方面相关的法律、法规和条例, (b)环境保护法律、 法规和条例, (c)工资、工人补偿、平等机会和报告义务, 以及(d)美国《反 海外腐败法》、英国《反贿赂法》以及类似的国际法规(如适用)。卖方应提 供完整的供应品相关证书, 例如但不限于REACH、无石棉声明、供应品中 包含的任何冲突矿物(如金、锡、钽和钨("3TG"))的来源信息, 以及其他适用 证书, 并遵守所有相关要求。卖方及其分包商应遵守 CentroMotion供应商中心网页上的最新版本的供应商行为准则。

**17. Trade Compliance.** Seller shall comply with all applicable import and export laws and regulations, including any recommendations or requirements of the United States Customs and Border Protection and/or similar domestic or international organizations. Seller shall comply with all applicable import and export control, trade, and financial sanctions laws, rules, and regulations, including but not limited to the U.S. Export Administration Regulations, U.S. trade and financial sanctions laws and regulations, and other foreign trade control laws and similar laws of the territory where Seller operates (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Seller specifically represents and warrants that it shall not use, resell, export, re-export, distribute, transfer, dispose of or otherwise deal with the Supplies, or any spare parts, warranty items or technical data related to the Supplies, directly or indirectly, except in full compliance with such Trade Restrictions, including but not limited to licensing requirements. Failure by Seller to comply with applicable Trade Restrictions shall constitute a material breach of this Agreement. Seller shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology or services to or for the benefit of Buyer. Upon reasonable request, Buyer shall provide Seller with assistance in determining the application of applicable Trade Restrictions, and in applying for necessary authorizations and completing required formalities. Notwithstanding the foregoing, Buyer assumes no responsibility for Seller's failure to obtain necessary authorizations or comply with required formalities. Seller warrants, undertakes, and represents to Buyer that neither Seller, its directors, executive officers, senior management, key employees, agents, shareholders nor persons having a controlling interest in Seller are (a)

persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the United States Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons (including terrorists and WMD proliferators), United States State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the European Union or United Kingdom HM Treasury Consolidated Lists of Financial Sanctions Targets, in force from time to time, or (b) directly or indirectly owned or controlled by or acting on behalf of such persons (together "Restricted Persons"). Seller shall notify Buyer in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties of this clause incorrect. Seller shall not import, source, or purchase the Supplies, or any related goods, in whole or in part, directly or indirectly, from (i) countries or territories subject to comprehensive U.S. sanctions, or (ii) Restricted Persons. Notwithstanding anything to the contrary herein, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, rules, regulations or decrees.

**17. 贸易合规。** 卖方应遵守所有适用的进出口法律法规, 包括美国海关 和边境保护局, 以及/或类似的国内或国际组织的任何建议或要求。为 了履行在本协议项下的义务, 卖方应遵守所有适用的进出口管制、贸易 和金融制裁法律、规则和条例, 包括但不限于《美国出口管理条例》、 《美国贸易和金融处罚法律和条例》以及卖方经营地区的其他外贸管制 法律和类似法律(统称“贸易限制”)。卖方明确声明并保证, 除完全 符合该等贸易限制(包括但不限于许可要求)的情况以外, 卖方不得直 接或间接地使用、转售、出口、再出口、分销、转让、处置或以其他方 式处理供应品或与供应品相关的任何备件、保修项目或技术数据。如卖 方未能遵守适用的贸易限制, 将构成对本协议的重大违约。卖方应全权 负责申请和获得相应的政府授权, 以便向买方出口和进口设备、软件、 技术或服务, 或为了买方的利益而进出口该等产品。在合理要求下, 买 方应向卖方提供协助, 确定贸易限制的适用性, 并申请必要的授权, 办 理所需的手续。尽管有上述规定, 但是, 买方对卖方未能获得必要的授 权或未能办理所需手续概不负责。卖方向买方保证、承诺并声明, 卖方 及其董事、高管、高级管理人员、关键员工、代理人、股东或在卖方拥 有控股权益的人员均不是: (a) 根据适用法律和条例受到国家、地区或 多边贸易或金融制裁的人员, 包括但不限于: 美国财政部、外国资产控 制办公室特别指定国民名单和其他被封锁人员名单(包括恐怖分子和大 规模杀伤性武器扩散者)、美国国务院不扩散制裁名单、美国商务部被 拒绝方名单、实体名单或未经核实名单、联合国金融制裁名单、或不定 期生效的欧盟或英国财政部金融制裁目标综合清单上的人员; 或者(b) 由此类人员直接或间接拥有、控制或代表其行事的人员(统称为“受限 人员”)。如发生任何可能与本条的上述陈述和保证不相符的事件, 卖 方应立即书面通知买方。卖方不得直接或间接地从(i)受美国全面制裁的 国家或地区, 或(ii)受限人士进口、采购或购买供应品或供应品有关的 全部或部分物品。如无另行规定, 本协议中的任何内容均不打算、也不 得被解释或说明为诱使或要求任一方采取与任何适用法律、规则、法规 或法令不一致、或是会受到惩罚或被禁止的任何行为。

**18. Limitation of Liability.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER PURSUANT TO THESE TERMS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND USD \$10,000.00.

**18. 责任范围。**在任何情况下，对于卖方或任何第三方因违反本条款而引起的或与之相关的任何后果性的、间接的、附带的、特殊的、惩戒性的、惩罚性的或强化的损害赔偿、利润或收入损失或价值减少，买方均不承担任何责任，无论（a）该等损害赔偿是否可预见；（b）卖方是否被告知有这种损害的可能性；（c）无论索赔所依据的是法律或衡平法理论（合同、侵权或其他）。在任何情况下，买方因本条款而产生的或与本条款相关的总责任，无论是因违约、侵权（包括疏忽）或其他原因引起的或与之相关的，均不得超过在导致索赔的事件发生前一年内根据本条款向卖方支付的金额和应计但尚未支付的金额总额或是10,000.00美元（以较小者为准）。

**19. Assignment.** Seller may not, without Buyer's prior written consent: (a) assign or delegate (including, without limitation, by subcontract) its obligations under the Purchase Order, or (b) enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. Notwithstanding any Buyer consent to a subcontractor, Seller shall be liable for such subcontractor's performance.

**19. 转让。**未经买方事先书面同意，卖方不得：（a）转让或委托（包括但不限于通过分包合同的方式）其在采购订单下的义务；（b）不得进行任何交易，包括出售其用于为买方生产供应品的大部分资产，或合并、出售或交换可能导致卖方控制权变更的股票或其他股权。尽管分包商经由买方同意，但是，卖方仍应对该分包商的行为负责。

**20. Relationship of the Parties.** Seller and Buyer are independent contracting parties and nothing in the Purchase Order shall make either party the employee, agent, or legal representative of the other for any purpose.

**20. 采购订单双方之间的关系。**卖方和买方均为独立的缔约方，采购订单中的任何一方不得出于任何目的使任何一方成为另一方的员工、代理人或法定代表人。

**21. Governing Law; Dispute Resolution.** These Terms and the Purchase Order are governed by and shall be construed in accordance with the laws of the State of Delaware, USA, excluding its conflict of laws or choice of laws principles. Seller and Buyer agree that the exclusive venue and jurisdiction for the resolution of any claim, controversy, dispute or other matter involving these Terms and/or the Purchase Order between Buyer and Seller domiciled in the United States shall be the state courts of Wisconsin located in Milwaukee County and the federal courts of the Eastern District of Wisconsin. If Seller is domiciled outside of the United States, any claim, controversy, dispute or other matter involving these Terms and/or the Purchase Order shall be finally settled by arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association in accordance with its International Arbitration Rules (the "ICDR Rules"). The number of arbitrators shall be one. The arbitrator shall be appointed in accordance with the ICDR Rules. The place of arbitration shall be Chicago, Illinois, USA. The exclusive language of the arbitration shall be English and all documents and exhibits submitted to the arbitrator shall first be translated into English with the cost thereof borne in the first instance by the proffering party. Any monetary award shall be denominated in U.S. dollars.

**21. 适用法律和争议解决。**本条款和采购订单受美国特拉华州法律管辖，且根据该州法律解释，但不包括其法律冲突或法律选择原则。卖方和买方同意，关于在美国注册的买卖双方之间涉及本条款和/或采购订单的任何索赔、争议、纠纷或其他事项需由位于密尔沃基县的威斯康星州州法院和威斯康星州东区的联邦法院（专属地点）解决。如卖方居住在美国境外，则涉及本条款和/或采购订单的任何索赔、争议、争端或其他事项均应由美国仲裁协会国际争端解决中心根据其国际仲裁规则（“ICDR规则”）进行仲裁最终解决。仲裁员为一人，且应按照ICDR规则指定。仲裁地点为美国伊利诺伊州芝加哥市。仲裁的专有语言应为英语，提交给仲裁员的所有文件和证据应首先翻译成英语，其费用在一审时由提供方承担。任何货币裁定计价金额均以美元为单位。

**22. No Waiver.** Buyer's failure to insist on the performance by Seller of any term or failure to exercise any right or remedy reserved in the Purchase Order, or Buyer's waiver of any breach or default hereunder by Seller shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

**22. 不放弃权。**如果买方未能坚持要求卖方履行任何条款或未能行使采购订单中保留的任何权利或补救措施，或买方放弃卖方在本协议项下的任何违约或违约行为，此后无论情况是否相同或类似，均不得视为其放弃任何其他条款、条件、权利、补救措施、违约或违约行为。

**23. Severability.** If any provision of the Purchase Order, or portion of any provision, is declared or found to be unenforceable, the balance of the Purchase Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

**23. 可分割性。**如果采购订单的任何条款或该条款的部分内容被宣布或发现不具备执行力，则应尽最大可能对该采购订单或该条款的余额进行说明或执行，视同不可执行的条款或该条款的部分内容不属于本协议的一部分。

**24. Survival.** The obligations of Seller to Buyer survive termination of the Purchase Order, except as otherwise provided in the Purchase Order.

**24. 存续。**除采购订单另有规定以外，在采购订单终止后，卖方对买方的义务仍然有效。

**25. Modifications.** Unless explicitly agreed in writing by both parties, the Purchase Order and these Terms may not be modified.

**25. 修改。**除双方明确书面同意以外，不得修改采购订单和本条款内容。

当条款理解有歧义的时候，以英文版本为准。