



## Standard Terms of Purchase/标准采购条款

### 1. Acceptance of terms/接受条款

Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached or are expressly incorporated by reference (collectively, the “**Order**”), including amendments, specifications and other documents referred to in this Order. Unless otherwise stated on the face of the Order or in a separate written supply agreement between the parties, the terms herein shall prevail over conflicting terms. If any “click-wrap,” “click-through,” “browse-wrap,” or “shrink-wrap” terms are included or embedded with the goods or services, including software, those conditions will be of no force and the Order will prevail. Issuance by Buyer of this Order shall not constitute an acceptance of any of Seller’s offers to sell, quotations, or other proposals. Reference in the Order to any such offers to sell, quotations or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations or proposals. **ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY MUTUALLY AGREED BY BUYER AND SELLER IN WRITING.**

销售方应遵循此处规定的所有条款，以及随附或通过援引方式明确包含这些条款的采购订单中的所有条款（以下合称“**订单**”），包括修订、规格和此订单中援引的其他文档。除非在订单中或双方达成的独立书面供货协议中另外声明，如出现条款间相互冲突，应以此处规定的条款为准。如果任何“点选即视为同意”、“点击进入”、“浏览包”、“拆封”等电子合同的条款已被纳入或嵌入商品或服务时，包括软件，这些条款将无效，以订单的条款为准。采购方签发此订单并不意味着其接受销售方的销售要约、报价或其他建议。订单中对任何上述销售要约、报价或建议的提及不应被视为对订单任何条款的修改，且始终应以订单的条款为准。销售方对订单的接受或认可（包括但不限于开始履行订单中规定的任何工作或活动），即使其中包含或援引了与订单条款不一致或作为补充的条款，应被视为销售方完全接受订单，而那些不一致或作为补充的条款应被视为无效，除非采购方和销售方以书面形式具体明确地表示双方同意。

### 2. Prices, payments and quantities/价格、付款和数量

**2.1 Prices & Taxes.** All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision pursuant to Section 6. Seller warrants that the pricing for any goods/services shall not exceed the pricing for the same or comparable goods/services offered by Seller to third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods/services, and the parties shall promptly make the appropriate price adjustment. Seller’s prices include all taxes, fees or duties applicable to the goods or services, as well as Deliverables, purchased under this Order; provided, however, that any value added tax (“**VAT**”), sales tax or similar tax that is recoverable by Buyer will not be included in Seller’s price but will be separately identified on Seller’s invoice. “**Deliverables**” means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Seller creates, prepares or delivers to Buyer or its Affiliate, or otherwise produces, conceives, makes, proposes or develops, in the context of rendering any work to Buyer or its Affiliate hereunder. If Seller is obligated by applicable laws, treaties, conventions, protocols, common law, regulations, ordinances, codes, standards, directives, orders, including judicial orders, and rules issued by governmental agencies or authorities which are applicable to the goods, services or the activities contemplated or provided under this Order (collectively, “**Law(s)**”) to charge any VAT, sales tax or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by Law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller’s name. Seller shall be solely responsible for the payment of any and all



taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon applicable to the goods or services in relation to this Order (collectively, the "**Seller Payments**"); and to the maximum extent permitted by all Laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable Laws, Seller shall establish or register an office, branch or division in the country where any part of the Order is to be performed, or to qualify as an organization legally operating and doing business in such country(ies) and for imposing a similar obligation upon any supplier, vendor, contractor, representative or agent of Seller of any kind and tier used to perform any services or provide any goods or Deliverables hereunder (collectively, each a "**Subcontractor**"; Seller, its Subcontractors and its or their employees, representatives, agents or invitees of any kind shall be referred to collectively as the "**Seller Group**").

**2.1 价格和纳税。**所有价格均为固定价格。不允许任何类别的额外收费，除非采购方在根据第 6 条规定做出的订单修订版中专门约定。销售方保证，任何商品/服务的定价不会超过卖方提供给第三方的相同或可比的商品/服务的价格。销售方应及时通知采购方任何相同或可比的商品/服务的任何较低的定价情况，双方应及时作出适当的价格调整。销售方的价格包括适用于商品或服务以及根据本订单采购的可交付成果的所有纳税、杂费或关税；但前提是销售方的价格不包括在采购方发票中单独注明的、采购方可得到退返的任何增值税（以下简称“**VAT**”）、销售税或类似税种。“可交付成果”指销售方为实现采购方或其附属公司在订单中所要求的内容而创建、准备或交付给采购方或其附属公司的，或者是另外生产、构思、制作、提议或开发的所有有形和无形的物品，包括发明、发现、著作作品、程序、衍生作品、源代码、目标代码、想法、技术、方法、工艺、信息、数据、文档和材料。如果销售方有责任根据适用的法律、条约、公约、协议、习惯法、法规、条例、法典、标准、指示、命令，包括司法命令，和由政府机构或当局发布的适用于商品、服务或预期活动的规章，或根据本订单条款的规定（统称为，“**法规**”）向采购方收取任何 VAT、销售税或类似税种，销售方应确保向采购方开具此类税收的发票，使采购方能按照适用的规章从相关政府机构退返相应税金。如果法律要求采购方代扣应由销售方缴纳的税种，采购方将从给销售方的付款中扣除上述抵扣税，并向销售方提供开票单位为销售方名称的有效纳税凭证。销售方应全权负责支付和缴纳适用于与本订单相关的商品或服务的所有纳税、关税、征税、费用、薪资、保金和年金以及相关利息或罚金（以上合称“**销售方付款**”），并且，在所有法律允许的最大范围内，如果销售方不能提供其完全履行销售方付款义务的正确证据，采购方应有权代扣全部或部分付款，且不支付任何罚金或利息。如果适用法律要求，销售方应在要履行某部分订单的国家建立或注册办事处、分支结构或部门，并且或具备在上述国家中合法运营和开展业务的组织资格，还应对销售方用于履行任何服务或提供任何商品或此订单中可交付成果的任何类别和等级的供应商、销售商、承包商、代表或代理（对前述各方而言，每一方称为“**分包商**”；销售方、其分包商、和销售方及其分包商的员工、代表、代理或任何类型的受聘人员则被合称为“**销售方集团**”）施加相似的义务。

## 2.2 Payments/付款

(a) Unless otherwise stated on the face of the Order or prescribed by Law, payment terms are net due 150 calendar days from the later of (a) the date of receipt of a valid invoice by Buyer or (b) the receipt of conforming goods or services by Buyer (the "**Net Date**"). Seller's invoice shall in all cases bear the Order number and shall be issued no later than 90 days after receipt of the goods by Buyer or Seller's completion of the services. To the maximum extent permitted by Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Seller to suspend performance and any resulting delay in Buyer's payment or nonpayment shall be Seller's sole responsibility. Seller warrants that it is authorized to receive payment in the currency stated in the Order. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement. "**Affiliate**" shall for the purposes of this Order mean, with respect to either party, any entity, including without limitation, any individual, corporation, company, partnership, joint venture, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

(a) 除非在订单中另外规定或法律要求，否则付清款项的期限应为采购方 (a) 收到有效发票日期，或 (b) 收到合格商品或服务日期后 150 个公历日内，以两者中较晚的日期为准（“**结清日期**”）。在任何情况下，销售方开具的发票都应标明订单编号，且应在采购方收到商品或销售方完成其服务后的 90 天内开出。在法律允许的最大范围内，采购方应有权拒绝销售方没有包含订单编号或迟于上述规定时间开具的或存在其他不准确信息的发票，且不承担任何责任。此类拒收不应赋予销售方中止履行其义务的权利，由此引发的采购方付款延迟或拒付，销售方应自行承担责任。销售方保证其有权接收订单中所规定的货币单位的付款。采购方应有权根据此订单或

者任何其他订单或协议，随时扣除销售方或销售方的相关方拖欠采购方或采购方的相关方的任何和所有款项。对于此订单来说，“**关联方**”应指对任一方来说，直接与之相关或通过一个或多个中间人、控制人间接与之相关的，由此方控制或参与共同控制的任何实体，包括但不限于任何个人、集团、公司、合伙企业、合资企业、有限责任公司或团体等。

(b) **Batched Payments.** Buyer may choose to group all invoices that have not been discounted and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (each such payment date being referred to as the “**Monthly Batch Payment Date**”), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates. Alternatively, Buyer may choose to group and pay on a quarterly basis all invoices that have not been discounted as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May shall be grouped and Buyer shall initiate payment on the third day of April or if that day is not a business day, then on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August shall be grouped and Buyer shall initiate payment on the third day of July or if that day is not a business day, then on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November shall be grouped and Buyer shall initiate payment on the third day of October or if that day is not a business day, then on the next business day; and (iv) invoices with net dates ranging from the sixteenth day of November to the fifteenth day of February shall be grouped and Buyer shall initiate payment on the third day of January or if that day is not a business day, then on the next business day (each such payment date being referred to as the “**Quarterly Batch Payment Date**”), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates.

(b) **分批付款。**对于没有打折，结清日期从一个月的第十六天到下个月的第十五天的发票，采购方可以选择分批批量处理，同时开始支付第二个月第三天，或者如果当天不是工作日，之后的工作日应结清的所有此类发票（每个此类支付日被称为“**月度批量付款日**”），其结果是一些发票的支付比其结算日期提前，还有一些发票的支付晚于其结算日期。另外，对于没有折扣的发票，采购方还可以选择按季度分类批量支付，详情如下：(i) 结清日期从二月的第十六天到五月的第十五天的发票可分为一组，采购方可在四月的第三天，如果当天不是工作日，可在其后的第一个营业日，开始付款；(ii) 结清日期从五月的第十六天到八月的第十五天的发票可分为一组，采购方可在七月的第三天，如果当天不是工作日，可在其后的第一个营业日，开始付款；(iii) 结清日期从八月的第十六天到十一月的第十五天的发票可分为一组，采购方可在十月的第三天，如果当天不是工作日，可在其后的第一个营业日，开始付款；(iv) 结清日期从十一月的第十六天到二月的第十五天的发票可分为一组，采购方可在一月的第三天，如果当天不是工作日，可在其后的第一个营业日（每个此类支付日被称为“**季度批量付款日**”），开始付款，其结果是一些发票的支付比其结算日期提前，还有一些发票的支付晚于其结算日期。

**2.3 Guaranty.** In the event Buyer has reason to believe there has been a material change in Seller's creditworthiness or financial capability, Buyer reserves the right to require Seller to provide, within 15 calendar days of the date of the request, a parent company guaranty from its ultimate parent company or shareholder guaranty or equivalent guaranty in the form and substance provided by or at a minimum acceptable to Buyer.

**2.3 担保。**如果采购方有理由相信销售方的信用度或财务能力发生重大变化，采购方保留要求销售方提供担保的权利，自提出要求日期后的 15 个公历日内，销售方应提供其最终母公司的母公司担保、或股东担保、或形式和实质上的等价担保、或采购方可接受的最低限额的担保。

#### 2.4 Quantities/数量

(a) **General.** The Parties acknowledge that any forecast or estimated quantity of goods or services provided by Buyer to Seller: (i) is merely an estimate by Buyer of its needs for goods or services, (ii) is subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements, and (iii) shall not under any circumstances constitute a commitment or obligation by Buyer or its Affiliate to purchase any minimum percentage or volume of goods or services from Seller or any other entity. Buyer is not obligated to purchase any quantity of goods or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or release or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account. Goods delivered to Buyer in excess of the quantities specified in Buyer's Order or release or in advance of schedule



may be returned to Seller at Seller's risk and expense, including but not limited to, any cost incurred by Buyer related to storage and handling of such goods.

(a) **总则。**双方承认，销售方向采购方提供的预测或估计的商品或服务数量：(i) 仅为采购方对其商品或服务需求的预估，(ii) 可由采购方根据其实际订量、顾客和业务要求酌情调整；(iii) 在任何情况下都不应构成采购方或其关联方向销售方或任何其他机构采购任何最低百分比或订量的商品或服务的承诺或义务。除以下文件中规定的之外，采购方没有义务采购任何数量的商品或服务：(i) 订单中；(ii) 采购方根据订单签发的单独书面文件中。销售方不得做出超出订单规定数量的材料准备或生产安排，或在满足采购方交货计划所需时间之前发送。如果销售方做出了此类准备或从事了此类生产，任何由此产生的风险应由销售方承担。交付给采购方的超过采购方订单所规定数量，或在满足采购方交货计划所需时间之前发送的商品，可被退回给销售方，且销售方承担相关风险和费用，包括但不限于，采购方储存和处理此类商品过程中所产生的所有相关费用。

(b) **Cessation of Production/Replacement Parts:** Seller shall give Buyer at least 180 calendar days' prior written notice of the permanent discontinuance of production of any goods purchased hereunder or necessary for the production/provision of goods or services hereunder. The foregoing obligation shall survive termination or expiration of this Order for one calendar year. Furthermore, for all goods purchased hereunder, Seller shall provide replacement parts for a period of 5 years after production by Seller of such goods ceases. The prices for any replacement parts shall not exceed those prices in effect at the time production of the relevant goods ceases, and no set up charges shall be permitted by Seller or paid by Buyer. After the end of the above-referenced five-year period, Seller shall continue to maintain in good working condition all Seller-owned tooling required to produce the goods or the replacement parts, and shall not dispose of or sell such tooling without first contacting Buyer and offering Buyer the right to purchase such tooling. No minimum order requirements for replacement parts or other items shall apply. All replacement parts purchased by Buyer shall be subject to the terms of this Order.

(b) **停止生产/更换零部件：**对于本协议所购买的任何商品或本协议商品或服务生产/提供必需品的永久性中止生产，销售方应提前至少 180 个公历日向采购方发出书面通知。上述义务，在本订单终止或期满后，仍将持续一个公历年。此外，对于在本协议下购买的所有商品，销售方应在停止生产后的 5 年内，为其停产的此类商品提供更换的零部件。任何更换零部件的价格，不得超过相关商品在停止生产时其零部件的实际价格，销售方不得抬高要价，采购方亦不应支付。上述五年期限结束后，销售方应继续使其所拥有的生产商品或更换零部件所需的模具保持良好的工作状态，在没有首先联系采购方，并提供其优先购买此类模具权利的情况下，不得处置或出售此类模具。最低订单要求不适用于更换零部件或其他物品。对于所有更换零部件的购买，采购方须遵守本订单的相关条款。

**2.5 Rental Conditions.** To the extent Seller is providing goods under the Order on a rental basis, such goods are subject to the rate for the rental period as set forth in the Order. For the avoidance of doubt, Buyer shall not be liable to pay any redress charges for loss, damages or abnormalities concerning Supplier's rental goods, down hole or otherwise. Furthermore, any and all rental rates shall commence the same day that Buyer receives payment for such goods from Buyer's end user and shall cease the same day such end user stops paying rental for such goods. All rental goods shall be inspected and prepared in accordance with Buyer's, its end user's or any other applicable requirements, standards and regulations.

**2.5 租赁条件。**如果销售方在租赁的基础上提供本订单的商品，将对些商品征收订单规定的租赁期租金。为避免疑义，采购方将不负责对供应方的井下或其他租赁商品的损失、损坏或故障支付任何赔偿费用。此外，任何一切租金支付将从采购方收到其终端客户对这些商品的付款的同一日开始，在该终端客户停止支付商品租金的同一日停止。所有租赁商品都将根据采购方、其终端客户的要求或任何其他适用要求、标准和法规进行检查和准备。

### **3. Delivery and passage of title/交付和所有权的转移。**

**3.1** Time is of the essence of this Order. Seller shall deliver all goods and services, including Deliverables within Buyer's delivery schedule as set forth in the Order. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods and related documents (including, but not limited to, drawings, Spare Parts Interchangeability Report ("SPIR"), certificates, manuals and quality documents) or complete the services as scheduled, Seller shall be assessed and obligated to pay Buyer on an after tax basis liquidated damages for delay in the amount of 1% of the total amount of the Order per week or part of the week of delay, up to 15% of the total value of the Order.



For the purposes of this Order, the phrase "on an after tax basis" means that Buyer receives the full amount of the payment, as though no taxes were deducted or withheld. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty. For any delays exceeding 15 weeks, Buyer shall be entitled to recover any documented additional damages incurred by Buyer as a result of Seller's additional delay and Buyer reserves the right, without liability: (a) to terminate the Order in whole or in part in accordance with Section 10.2; (b) to expedite shipments at the sole cost and expense of Seller; or (c) to purchase substitute goods or services elsewhere and charge Seller any difference between the cost of the goods or services as set forth in the Order and the cost of obtaining substitute goods or services, which Seller hereby acknowledges that the goods or services it provides hereunder may be part of a back-to-back supply obligation of Buyer with its customer(s).

3.1 时间是本订单的关键。销售方应按订单中规定的采购方交货计划交付所有商品和服务，包括可交付成果。如果销售方因任何原因预见难于做到按照规定的日期交货，或不能满足本订单的其他要求时，销售方应立即书面通知采购方。除非在订单上另有规定，如果销售方未能按计划交付所有的商品和相关文件（包括但不限于，图纸、《零件互换性报告（“SPIR”）》、证书、手册和相关质量文件）或完成服务，对于每周或本周延迟部分，销售方应受评估并有义务支付一笔税后延误违约金，数额为订单总金额的 1%，最高可达订单总值的 15%。就本订单而言，“税后”是指采购方将接收全部金额，不再被扣减税费。双方同意，上述金额是对由于订单签发时情况导致的延迟而造成的采购方将受损失的合理预估，且作为已清偿损失进行评估，并非惩罚。如果延误超过 15 周，采购方将有权对因销售方的额外延误而导致的任何有据可查的损失索赔，采购方保留以下权利并免担责任。（A）根据第 10.2 条全部或部分终止订单；（b）催促发货，由销售方单独承担运费；或（c）从别处采购替代商品或服务，并向销售方收取商品或服务的订单价格与获得替代商品与服务的成本之间的差价，销售方在此承认，其提供的商品或服务可能是采购方对其顾客的背靠背供应义务的一部分。

**3.2** All delivery designations are Incoterms 2020. Unless otherwise stated on the face of the Order, goods shall be delivered FCA (Seller's site address). Title to goods to be shipped from the U.S. shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S.; for purposes of the Order, the parties acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all other cases, title shall transfer to Buyer upon delivery. Goods delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may specify contract of carriage and named place of delivery in all cases. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including the Export Control Classification Number ("ECCN") and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to this Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements. Seller understands that its failure to comply with any such Buyer specifications and other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller and give rise to any other remedies available at law, contract or equity.

3.2 所有交付相关术语均来自《国际贸易术语解释通则 2020》。除非订单上另有规定，商品将以 FCA（在销售方场地的地址）的方式发货。从美国运出的商品的所有权，在每件商品离开美国的领土、海域和空域后，立即由销售方转至采购方；为此订单的目的，缔约方承认，美国的领海从该国的基准线延伸至十二（12）海里处，根据《1982 年联合国海洋法公约》确定。在所有其他情况下，交货时所有权即同时转移至采购方。先于交付日期交付给采购方的商品可由销售方自费运回。采购方可以明确规定运输合同，和指定所有情况下的交货地点。在任何情况下，销售方均应通过装箱单和报关单向采购方提供原产地和相应的出口分类代码，包括每一件根据此订单交付的商品的出口控制分类编号（以下简称“ECCN”）和协调关税代码（如适用），且上述代码应详细到足以满足任何适用的贸易优惠或关税协定。销售方深知，如果其未能遵守采购方任何此类规格和其他要求，其应承担由此产生的所有运输费用和其他损害赔偿，且销售方还应采取适用普通法、合同或衡平法的所有其他补救措施。

**3.3** Seller shall include with the packing list for each shipment a detailed, complete bill of material/parts list ("BOM") that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. When requested by Buyer, Seller shall provide a packing list with values for each item.

**3.3** 每批商品除装箱单外，销售方还应随附一份详细、完整的材料清单、零件清单（“**BOM**”），其上应列出采购方所购买商品的所有组件，并标明材料清单、零件清单（**BOM**）中的哪些组件包含在和哪些组件未包含在此批商品中。应采购方要求，销售方应为每件商品提供标有其价值的装箱单。

**3.4** If goods cross an international border, customs clearance shall be performed according to the applicable Incoterm and Seller shall provide a copy of the commercial invoice and export declaration together with the other relevant export documents, including packing list and transportation. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Seller who have knowledge of the transaction; Order number; Order line item; release number where applicable; part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; Incoterm and named location; and country of origin of the goods for each line item. Furthermore, all goods or services in any way provided by Buyer to Seller for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g. consigned materials, tooling, free issue goods, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

**3.4** 如果商品跨越国际边界，海关清关的执行应符合适用的国际贸易术语，销售方应提供一份商业发票和出口报关单的副本及其他相关出口文件，包括装箱单和运输单。发票应用英语和目的地国家的语言填写，并应包括：联系人姓名；熟悉此次交易的采购方和销售方的代表的电话号码；订单编号；订单排列项；发行编号（如适用）；零件编号；商品的详细说明；交易货币的单位购买价格；数量；贸易术语和指定的地点；以及每个订单项的商品原产国。此外，为了履行本订单，采购方向销售方提供的，且未被包含在本订单购买价格内的所有商品或服务，应当在发票上分别加以明确（例如，指定的材料、模具、免费供应的商品等等）。每张发票上还应包括适用的订单号码或托运商品的其他参考信息，并应明确基准价格的折扣或回扣，用于确定发票的金额。

**3.5** If goods are delivered to a destination country having a trade preferential or customs union agreement (a “**Trade Agreement**”) with Seller’s country, Seller shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer’s benefit and provide Buyer with any required documentation (e.g. EUR1 Certificate, GSP Declaration, FAD, USMCA certification of origin or other Certificate of Origin) to support the applicable special customs program (e.g. EEA, Lome Convention, E.U./Mediterranean partnerships, GSP, E.U.-Mexico FTA, USMCA, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer’s judgment, Seller shall cooperate with Buyer’s efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Seller acknowledges that such credits and benefits shall inure solely to Buyer’s benefit. Seller shall immediately notify Buyer of any known documentation errors. Seller shall indemnify Buyer for any costs, fines, penalties or charges arising from Seller’s inaccurate documentation or untimely cooperation.

**3.5** 如果商品交付到的目的地国家，与销售方国家之间签有《贸易优惠或关税同盟协议》（一个“**贸易协定**”），销售方应与采购方通力合作，审查商品适用于任何特殊程序的资格，为采购方争取利益，并应向采购方提供所有所需的文件（例如，欧元 1 证书、普惠制的宣言、FAD、USMCA 原产地证书或其他原产地证书等）以支持适用的特殊海关程序（例如，欧洲经济区、洛美公约、欧洲/地中海伙伴关系、GSP、欧盟-墨西哥自由贸易协定、USMCA，等等）以争取获得免税或降低商品进入目的地国家的入境税。同样地，在本订单的履行过程中，应随时向采购方介绍适用于本订单的任何贸易协议或特殊的海关程序，并按照采购方的意见，争取采购方其中可获得的受益，销售方应与采购方通力合作，以实现任何此类可用信用，包括本订单可能产生的互抵贸易或抵消信用价值等。销售方应立即通知采购方任何已知的文件错误。销售方应赔偿采购方由于销售方不准确的文件编写或不及时配合所引发的所有费用、罚款、处罚或收费。

**3.6 Rejection.** If any of the goods or services furnished pursuant to this Order are found after delivery to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or any of its Subcontractors, then Buyer, at its discretion and at Seller’s expense may reject and return all or any portion of such goods or services as well as any other remedies available at law or in equity, including but not limited to the remedies listed in Section 8.3, below. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any inspection or tests reasonably requested by Buyer to verify conformance to this Order.



**3.6 拒收。**如果按照本订单提供的任何商品或服务在交付后被发现存在缺陷或其它不符合本此订单要求之处，包括任何适用的图纸和规格，无论此缺陷或不合格是否与销售方还是任何分包商提供的范围相关，采购方可自行决定，拒绝并退回该商品或服务的全部或任何部分，并采取法律或衡平法上的任何其他可行的补救措施，包括但不限于在以下 8.3 条中所列的补救措施，所有费用由销售方承担。如要进行修复或更换，销售方应为履行采购方为验证此订单的合规性而合理要求的任何检查或测试承担所有费用。

#### **4. Ownership of Buyer's property/采购方财产的所有权**

Buyer assumes no obligation to furnish Seller with any tools, equipment or materials for the performance of this Order, except as may be expressly provided otherwise. Such tangible and intangible property (including information, data, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment or other material) furnished by Buyer shall be and remain Buyer's property and shall be accepted and used by Seller, including its Subcontractors and the rest of the Seller Group, in "AS IS" and "WHERE IS" condition, with all faults and without any warranty whatsoever, express or implied. Seller shall use such property at its own risk. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, safely stored separate and apart from Seller's property, and properly maintained by Seller. Seller shall use Buyer's property only to perform this Order or other Buyer's orders, and shall not use it, disclose it to others or reproduce it for any other purpose whatsoever. Such property, while in Seller's care, custody or control, shall be held at Seller's sole risk, kept free of any encumbrances and insured by Seller at Seller's expense in an amount equal at least to the replacement cost thereof, with loss payable to Buyer, and subject to removal, or restitution if damaged or destroyed, immediately upon Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. As noted in Section 3.4 above, any consigned material, tooling or technology used in connection with the production of the goods supplied hereunder shall be identified on the relevant commercial or *pro forma* invoice used for international shipments.

采购方没有义务为销售方提供任何工具、设备或材料以便其履行此订单，除非另有明文约定。采购方提供的此类有形和无形财产（包括信息、资料、工具、材料、图纸、计算机软件、专有技术、文件、商标、著作权、设备或其它材料），应为且仍为采购方的财产，销售方，包括其分包商和销售方集团的其余成员，仅是“按其目前状态”和“现有”条件临时接管和使用，不保证其没有瑕疵，也没有任何明示或暗示的保证。销售方应自行承担使用此类财产的风险。此类财产，在实际应用时，其中的每件物品，都应清楚地标明或以销售方可充分识别的其他方式，明确其是采购方的财产，并应与销售方的财产分开来单独安全地存储，并由销售方对其加以妥善维护。销售方应仅将采购方的财产用于履行本订单或采购方的其他订单，并不得因任何其他目的，对其进行利用、向他人透露或再现。此类财产，在由销售方监管、保管或控制期间，销售方应自行承担风险，使其不会产生任何产权负担；销售方应自费为其投保，保额至少相当于其重置成本的金额，和应付给采购方的损失；在拆除或重建过程中，如有损坏或毁坏，应采购方书面要求，销售方应立即准备将此类财产装运并返还给采购方，其应保持采购方最初接收时的同等状态，合理磨损除外，所有费用由销售方承担。如上面 3.4 条所指出的，本订单中的商品生产所使用的所有的指定材料、模具或相关技术，都应在用于国际运输的有关商业发票或估价发票上加以明确。

#### **5. On-site activities/现场活动**

If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a site owned, run or operated by Buyer, its Affiliate(s) or a customer of Buyer or Buyer's Affiliate (each a "Site") for longer than 10 consecutive calendar days or 14 cumulative days within a fiscal quarter, or involves access by any member of the Seller Group to any networks of Buyer, its Affiliates or its or their customers, then Seller warrants and represents that it shall verify such personnel's identity, at its expense, before deploying or granting access to any member of the Seller Group, to the extent permitted by Law and after securing required or appropriate written authorization from the relevant personnel, including performing a watchlist and background screen of such personnel as set forth in the Background Checking Guidelines (available at <https://cactuswhd.com/cactus-international/supplier-resources>). If required by Buyer, Seller will also ensure such personnel undergo medical examinations, physical agility testing or drug and alcohol testing, subject to applicable Law, in order to provide reasonable assurance that such personnel will be sufficiently fit to safely perform their duties without excessive risk of harm to themselves or others.

如果本订单中活动的任何部分需由销售方集团的任何成员在采购方、其关联方、采购方客户或采购方相关方的客户拥有、运行或经营的场地或附近履行（每一处场地简称为“现场”）连续 10 个公历日或一个财政季度内累

计达到 14 天，或涉及到销售方集团的任何成员访问采购方、其子公司或其或他们的客户的任何网络，销售方保证并声明，在部署或授权销售方集团的任何成员访问之前；和在从相关人员获得所需或适当的书面授权后，在法律允许的范围内核查此类人员的身份，包括按照背景调查准则中的规定，对此类人员进行监视列表和背景筛选。（参见 <https://cactuswhd.com/cactus-international/supplier-resources>）。如果采购方要求，销售方还将确保根据适用法律对此类人员进行体检、体能测试或药物及酒精测试，以合理确保此类人员足够健康，适宜安全地履行自己的职责，没有给自己或他人过度危害的风险。

## 6. Changes/更改

**6.1** Buyer, at its sole discretion and at any time, may make changes within the general scope of this Order, including, but not limited to, any adjustment to the Order price or delivery schedule, and Seller shall comply with all such changes but shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a material increase or decrease in the cost and/or time required for the performance of any work under this Order, an equitable adjustment shall be mutually agreed in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 30 calendar days from Seller's receipt of the change (or suspension) notification, and may only include reasonable, direct and documented costs that will necessarily be incurred as a direct result of the change.

**6.1** 采购方可自行决定随时在本订单的一般范围内作出更改，包括但不限于对订单价格或交货时间表达任何更改，销售方应遵守这些更改，但不得继续作出任何更改，除非此类更改是由采购方在订单修订中以书面形式规定的。如有任何变动会导致本订单中任何工作所需的材料成本和/或时间增减，则应共同书面约定公平的调整方案，并在订单价格和/或交付计划中体现出来。除非销售方在收到变动（或暂停）通知后的 30 个公历日内提出要求，且必须仅包括因变动而直接导致的必要、合理的可查证的直接成本，否则销售方按照此条款提出的任何调整主张将被视为已放弃。

**6.2** Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods or services, their specifications or composition; (b) material process changes; (c) material plant or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; (e) material changes to its procurement of goods/services in connection with the Order; (f) discontinuation of production of the goods or performance of services; or (g) any other change which may impact the integrity of the goods/services, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys or testing necessary to determine the impact of such change on the goods or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Upon any change to Seller's design or the material used for the manufacture of goods in connection with the Order, Seller shall include with the packing list for each shipment a detailed, complete BOM that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. Upon Buyer's request, Seller shall provide a packing list with values for each item.

**6.2** 销售方应事先书面通知采购方任何和所有的：(a) 对商品或服务的规格或成分做出的更改；(b) 材料工艺方面的更改；(c) 材料工厂或设备/模具的变化或移动；(d) 本订单任何工作被转移到另一个场地的情况；或(e) 与本订单所采购商品或服务相关的重大变化；或(f) 商品生产或服务履行终止；或(g) 任何其他可能影响商品服务完整性的更改，在采购方进行必要审核、调查或测试以确定此类变化对商品或服务的影响并对此类更改做出书面批准前，此类更改不得实施。销售方应负责获得、完成和提交关于任何和所有变更的适当文档资料，包括完成采购方签发的所有书面变更程序。如发生与本订单相关的销售方设计或商品制造材料变化，销售方应在每批商品的装箱单内随附一份详细、完整的 BOM，列出采购方所购买商品的所有组件，并标明此批商品中包含和未包含 BOM 中的哪些组件。应采购方要求，销售方应为每件商品提供标有其价值的装箱单。

## 7. Quality and audits/质量和审核

**7.1 Inspection/Testing/Audits.** In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with Laws and the terms of this Order, upon reasonable notice by Buyer: (a) all goods, materials, processes, drawings and services related in any way to the goods and services purchased hereunder shall be subject to inspection and test by Buyer, its Affiliates, its or their relevant customers or its or their representatives (each of the foregoing, an "Inspector") at all times and places, including locations

where the goods are created or services performed, whether they are at premises of Seller, Seller's Subcontractors or elsewhere; and (b) Seller's books and records relating to this Order shall be subject to inspection and audit by an Inspector. Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspector and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspector while present on Seller Group's premises, including, where requested by an Inspector for safety-related concerns, stopping all work activities immediately. If the safety, health or security of the Inspector on such premises may be imperiled by local conditions, Buyer or its Affiliates or its or their relevant customers may remove some or all of their personnel from the premises at no cost and without liability. If specific Inspector tests, inspections or witness points are included in this Order, the goods shall not be shipped or services performed without the competent Inspector's release or a written waiver of such test/inspection/witness points; however, Buyer shall not be permitted to unreasonably delay shipment/performance. Unless otherwise mutually agreed by the parties, Seller shall notify Buyer in writing at least 30 calendar days prior to each specific Inspector test/inspection/witness point included in this Order. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order requirements nor impose liabilities on Buyer or its Affiliates. Unless otherwise required by the Buyer, Seller shall keep complete records pursuant to this Section for 3 years following performance of the Order, except for quality-related records which shall be kept in accordance with Section 7.2 below.

**7.1 检查/测试/审核。**为了评价销售方的工作质量、对采购方规格的遵守情况以及对法律和本协议条款的合规性，采购方在合理通知后：(a) 以任何方式与此订单中采购的商品和服务相关的所有商品、材料、程序、图纸和服务应接受采购方、其关联方、其相关客户或其各自代表（以上每项均被称为“**检查员**”）随时随地的检查和测试，包括商品生产或服务履行地点，无论他们是在销售方、销售方的分包商或其他地方的处所；以及 (b) 销售方与此订单相关的账目和记录应接受检查员的检查和审核。销售方应在不收取额外费用的情况下：(i) 为检查员的安全和便捷提供所有合理的准入和支持，以及 (ii) 为保证检查员在销售方集团设施内时的安全而采取所有必要的预防措施和实施相应的安全措施，包括在检查员因安全原因提出要求时立即停止所有活动。如果检查员在上述设施内的安全、健康或安保状况可能因本地条件而受到危及，采购方或附属公司或其相关客户可从上述设施内撤出部分或全部人员，并且不支付任何费用，不承担任何责任。如果本订单包含特定的检查员测试、检验或见证点，未经主管检查员放行或书面放弃测试/检查/见证点，不得发货或履行服务，然而，采购方不得无故延迟装运/服务履行。除非双方另有协议，销售方应在本订单包含的每次具体检查员测试/检查/见证点前至少提前 30 个公历日以书面形式通知采购方。检查员对测试/检查/见证点或审计的检查、批准或无法检查、验收、拒绝或检测缺陷不应免除销售方在不符合订单要求的商品、可交付成果或服务方面的责任，也不会施加给采购方或其相关方任何义务。除非采购方另有要求，销售方应在履行订单之后，保存与本条款相关的完整记录 3 年，与质量相关的记录除外，其保存时间见以下 7.2 条规定。

**7.2 Quality.** Seller shall provide and maintain an inspection, testing and process control system (“**Seller's Quality System**”) that is acceptable to Buyer and complies with BH -SOU-001 Supplier Quality Requirements (available at <https://cactuswhd.com/cactus-international/supplier-resources>) or other quality requirements set forth on the face of the Order or which are otherwise agreed to in writing. Seller's Quality Management System shall determine and apply controls necessary to ensure subcontracted work conforms to Seller's own requirements and all Buyer's requirements of this Order, and that these requirements flow down to Seller's supply chain. Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liability of Seller under this Order. Seller shall keep complete records relating to Seller's Quality System and related data and shall make such records available to Buyer for: (a) 10 years after completion of this Order; (b) such period as set forth in the specifications applicable to this Order; or (c) such period as required by Law, regulation, code or accounting rules, whichever period is the longest.

**7.2 质量。**销售方应提供并维持一个检查、测试和程序监控系统（“**销售方的质量系统**”），该系统应由销售方接受，符合 BH -SOU-001 供应商质量要求（参见：<https://cactuswhd.com/cactus-international/supplier-resources>）或本订单页上规定的其他质量要求，或双方以书面形式协商的要求。销售方质量管理系统应规定并实施必要监控，确保分包工作符合销售方和采购方对本订单的要求，这些要求应贯穿销售方的供应链。采购方对于销售方质量体系的接受不会改变销售方在此订单中的义务和责任。销售方应保留与销售方质量体系相关的完整记录和相关数据，并应确保采购方可在以下时间段使用这些记录：(a) 此订单完成后的 10 年内；(b) 适用于此订单中所述规格的时间段；或 (c) 法律、法规、准则或会计规则要求的时间段，以最长的时间段为准。

**7.3 Product Recall.** (a) If a recall is required by Law, any governmental agency or court having jurisdiction, or Buyer or Seller reasonably determines that the goods create a potential safety hazard or unsafe condition and as a result that a recall is advisable, the parties shall promptly communicate such facts to each other. To the maximum extent permitted by Laws or competent governmental agencies, Buyer shall have the right to determine whether a voluntary recall of the affected goods is warranted or advisable. Seller and Buyer shall cooperate with and assist each other in any corrective actions or filings.

**7.3 产品召回。** (a) 如果按照法律、任何政府机构或有管辖权的法院的要求需要召回产品，抑或采购方或销售方合理确定该商品会造成潜在的安全隐患或不安全状况，因此召回是明智之选，双方应及时向对方传达此类事实。在法律或政府机构允许的最大范围内，采购方有权决定自愿召回受影响的商品是必要的或是可取的。采购方和销售方应彼此合作，并协助对方采取任何纠正措施或提交备案文件。

(b) To the extent a recall is determined to have been caused by a defect, non-conformance or non-compliance that is the responsibility of Seller, Seller shall reimburse and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (i) investigating or inspecting the affected goods; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods; (iv) packing and shipping the recalled goods; and (v) media notification.

(b) 如果确定是由于销售方的不符合或不遵守规定的行为造成了产品的缺陷，并最终导致了产品的召回，销售方应赔偿采购方其遭受的与召回、维修、更换或退款程序相关的所有合理的成本和费用，包括与以下措施相关的一切费用：(i) 调查或检查受影响的产品；(ii) 通知采购方的客户；(iii) 修复，或在产品的修复不切实际或不可能的情况下，回购或更换召回产品；(iv) 包装和运输召回的产品；及(v) 通知媒体。

**7.4 Escape and Non-conformance Report.** (a) “**Escape**” means a good or service received by Buyer in a non-conforming manner and for which the non-conformance is detected after the good or service leaves a Buyer facility (or if provided at a customer facility, then at such location). Seller will be assessed and obligated to pay Buyer liquidated damages in the amount of USD 1500 (or the equivalent amount in the currency in which Buyer pays Seller) on an after tax basis for each Escape to cover the costs and expenses associated with processing of the non-conforming goods or services. Such assessment may be credited by Buyer against any amount due and owing Seller.

**7.4 漏检和不合格报告。** (a) “漏检”是指商品或服务以不合格的方式被采购方接收，其不合格在商品或服务离开采购方的设施后才被发现（或者，如果商品或服务在客户的设施内提供，则在此处）。销售方将接收评估，并有义务向采购方就每次漏检支付税后金额为 1500 美元的违约金（或采购方用于支付销售方的货币的等值金额），以覆盖处理不合格商品或服务相关的成本和费用。采购方将此类评估计入应收款，抵消应付销售方的金额。

(b) “**Non-conformance Report**” or “**NCR**” means a report from Buyer to Seller that a good or service was received by Buyer in a non-conforming manner and for which the non-conformance is detected before the good or service leaves a Buyer facility. Seller will be assessed and obligated to pay Buyer liquidated damages in the amount of USD 300 (or the equivalent amount in the currency in which Buyer pays Seller) on an after tax basis for each NCR to cover the costs and expenses associated with processing of the non-conforming goods or services. Such assessment may be credited by Buyer against any amount due and owing Seller.

(b) “**不合格报告**”或“**NCR**”是指一份由采购方向销售方提供的报告，报告采购方接收到不合格的商品或服务，其不合格在商品或服务离开采购方设施前被发现。销售方将被评估，并有义务向采购方就每次 NCR 支付税后金额为 300 美元的违约金（或采购方用于支付销售方的货币的等值金额），以覆盖处理不合格商品或服务相关的费用和支出。采购方将此类评估计入应收款，抵消应付销售方的金额。

(c) Seller shall have the right to prove to Buyer that no such costs and expenses were incurred by the delivery of the non-conforming goods or services or that such costs and expenses actually incurred by Buyer were significantly lower than the assessment. Buyer does not waive and specifically reserves the right to claim any damages (including actual, incidental, or consequential damages, or any other damages to which it may be legally entitled under applicable law or this Order) in addition to the amount of the assessment and pursue other remedies, such as the cost of the replacement goods.

(c) 销售方将有权向采购方证明发送不合格商品或服务并未产生费用和支出，或实际产生的费用和支出远低于评估价格。采购方不放弃并专门保留在评估金额之外对任何损失（包括实际的、附随的或后果性的损失，或根据适用法律或本订单有权合法索赔的任何其他损失）索赔的权利，以及寻求其他救济的权利，例如更换商品的费用。

## 8. Warranties/质保

**8.1** Seller warrants that all goods and services provided pursuant to this Order, whether provided by Seller or any of its Subcontractors, will: (a) be new and of merchantable quality; (b) be free from all defects in design, workmanship, material and title, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order); (c) be provided in strict accordance with all requirements, regulations, codes, standards, specifications and other requirements approved or provided by Buyer; (d) be provided or performed in a competent and professional manner in accordance with generally accepted standards and best practices that apply in Seller's industry; (e) not infringe any intellectual property right or include any Copyleft type license, and (f) be accompanied by a written description of any pre-existing materials contained in any Deliverables.

**8.1** 销售方保证根据此订单提供的所有商品和服务，无论是由销售方还是分包商提供，将：(a) 是全新的并具有合格的商品质量；(b) 没有设计、工艺、材料和所有权方面的任何缺陷；且对于任何留置权或债权的主张，在此类主张提出后的 15 个公历日内，销售方应自费用使其撤销（如果此类留置权不是由于采购方未能支付本订单项下未存争议的款项而引发）；(c) 严格按照所有要求、法规、规程、标准、规范和采购方提供的或批准的其他要求提供；(d) 按照适用于销售方行业的最高标准和最佳做法，以权威和专业的方式提供或履行；(e) 不侵犯任何知识产权或包含任何非盈利版权许可，和 (f) 随附一份对任何可交付成果内包含的任何已有材料的书面说明。

**8.2** The foregoing warranties shall apply for a period of: (a) 24 months from the date when goods are put into operation or (b) 48 months from delivery of the goods or performance of the services, plus delays attributable to Seller's actions such as those due to non-conforming goods and services, whichever occurs last.

**8.2** 上述保证适用的期限：(a) 从商品投入使用之日起的 24 个月，或 (b) 从商品的交付或服务的履行之日的 48 个月，加上因与不合规商品和服务相关的销售方的行动造成的延迟时间，以时间较晚者为准。

**8.3** If any of the goods or services are found to be defective or otherwise not in conformity with the warranties in this Section, then Buyer, in addition to any other rights and remedies it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its discretion and at Seller's expense may: (a) require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming goods or services with goods or services that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects or bring the goods or services into conformity with all requirements of this Order, in which event all related costs and expenses (including, but not limited to, investigation or inspection of the non-conforming goods, notification of Buyer's customers, packing and shipping the non-conforming goods, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges on an after tax basis shall be for Seller's account; (c) reject and return all or any portion of such goods or services or (d) withhold total or partial payment. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or 24 months after repair or replacement/re-performance.

**8.3** 如发现任何商品和/或服务存在缺陷或不符合本条中的保证，则采购方，除了根据普通法、合同或衡平法享有的任何其他权利和补救措施，及寻求索回由此产生的任何和所有的损失和费用外，可自行作出以下决定，由销售方承担费用：(a) 要求销售方检查、拆除、重装、装运、修理或用符合本订单所有要求的商品或服务更换/重新履行不合格的商品或服务；(b) 采取此类必要的措施以消除所有的缺陷或使商品或服务达到订单要求，其中所有相关成本和费用（包括但不限于，调查或检查不合格商品，通知采购方的顾客，包装发运不合格商品，材料、劳动力和处理费用和重新履行所需的任何增值加工或其他服务）及其他税后合理收费由销售方承担；(c) 拒绝并退回该等商品或服务的全部或任何部分，或 (d) 扣留全部或部分付款。任何被修理或更换的商品，或其组件，或重新履行的服务，应具有上述相同条款规定的保证，且其质保期或为原未满的质保期，或为修理或更换/重新履行服务后的 24 个月，以其中较长者为准。



**8.4 Rental.** Seller warrants that rental goods shall meet the agreed specifications applicable to the goods, shall be in good working condition throughout the rental period, and, if requested by Buyer, shall include operating manuals. If a rental good fails to operate properly, Seller shall waive all rental payments during any time period that the good fails to operate properly or is otherwise inoperable and shall respond in a timely manner to repair or replace the good.

8.4 租赁。销售方保证租赁商品将符合双方协定的商品适用规格，在整个租赁期间将处于良好工作状态，如果采购方要求，将包含操作手册。如果租赁商品无法正常工作，销售方将放弃任何商品无法正常运作的时期内的租金，并应及时回应，对商品进行修理或更换。

## 9. Suspension/暂停

Buyer, at its sole discretion and at any time, may suspend performance of all or any part of the Order by notice to Seller. Upon receiving notice, Seller shall promptly suspend work to the extent specified and shall properly protect all work in progress and materials. Buyer may, at any time, withdraw the suspension as to all or part of the suspended work by written notice, and Seller shall resume diligent performance on the specified effective date of withdrawal. Claims for cost or time resulting from suspension shall be resolved in accordance with Section 6.

采购方可自行决定随时通知销售方全部或部分暂停履行订单。在收到通知后，销售方应及时暂停指定范围内的工作，并应正确保护所有正在进行中的工作以及材料。采购方可随时以书面形式通知全部或部分取消暂停工作，销售方应在指定实际取消日恢复尽工作。由中止造成成本或时间的索赔，应按照第 6 条解决。

## 10. Termination/终止

**10.1 Termination for convenience.** Buyer may terminate all or any part of this Order without cause by 10 calendar days' written notice to Seller. Upon termination (other than in accordance with Section 10.2), Buyer will determine any termination costs in its sole discretion. Such termination costs, if any, will be based upon reasonable, direct and documented costs necessarily incurred by the Seller in the performance of the Order up to the date of termination. Seller shall provide documentation of such costs within 30 calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Notwithstanding anything to the contrary, in no event shall Buyer's liability for termination costs or any amounts paid pursuant to this Section 10.1 exceed one hundred percent (100%) of the Order value. Buyer shall have the right to terminate, at no cost, any Orders with delivery lead times of 60 calendar days or longer by providing written notice within 14 calendar days of Seller's final Order acceptance.

**10.1 采购方自行终止。** 采购方可在提前 10 个公历日书面通知销售方后无理由终止此订单的全部或任何部分。在终止时（依据第 10.2 条终止的情况除外），采购方将自行决定任何终止费用。任何终止费用（如有）均应基于销售方在终止日之前履行此订单所必需发生的合理、直接和有据可查的费用。销售方应在采购方通知销售方终止合同后的 30 个公历日内向采购方提供该等费用的文件，除非双方以书面形式商定了终止时间表。即使有相反的规定，在任何情况下，采购方承担的终止合同费用或任何与此条款 10.1 相关的金额都不得超过订单价值的百分之百（100%）。在销售方最后接受本订单订货的 14 个公历日内，采购方有权在提供书面通知的情况下，终止交货周期为 60 个公历日或更长时间的任何订单，无需承担任何费用。

**10.2 Termination for default.** Seller shall be deemed to be in default under this Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order in accordance with its terms; (c) fails to comply with any of the terms of this Order; or (d) ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency Laws is brought by or against Seller, a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made. Buyer, without liability, may terminate the whole or any part of this Order by written notice to Seller if the Seller does not cure such default within 10 calendar days of receiving written notice of default or immediately if such default is incapable of cure. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services comparable to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule or waive other deficiencies in Seller's

performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

**10.2 违约终止。**如销售方出现以下情况，则销售方应被视为在本订单项下违约：(a) 无法在指定时间或者采购方书面授权的延长期限内履行合同；(b) 无法作出改进，采购方根据合理判断，认为将影响本订单的条款履行情况；(c) 无法遵守本订单的任一条款；或 (d) 在正常业务过程中停止运营，无法如期履行义务，或如果销售方提出或面临任何根据破产法的诉讼，任命或适用销售方的接任者，或债权人的利益进行了转让。如果销售方未在收到书面违约通知后的 10 个公历日内纠正违约行为，或如果该等违约行为无法纠正，则采购方可以书面通知销售方终止本订单的全部或任何部分，而无需承担任何责任。订单终止时，采购方可根据其视为合适的条款采购与所终止的商品或服务类似的商品或服务，并由销售方承担所有费用。销售方应继续履行本订单中未终止部分，并对采购方因类似商品或服务产生的任何额外费用向采购方承担赔偿责任。作为一种补救措施，可代替违约终止，采购方，可自行决定，选择延长交货时间或放弃销售方履约方面的其他缺陷。除享有法律、衡平法或本订单规定的任何其他权利和救济外，采购方还额外享有本段中约定的权利和救济。

**10.3 Obligations on termination.** Unless otherwise directed by Buyer, after receipt of a notice of termination of this Order, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders, except as necessary to complete any continued portion of this Order; (c) terminate all subcontracts to the extent they relate to work terminated and (d) deliver to Buyer all completed work and work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 15.

**10.3 终止时的义务。**除非采购方另外指示，否则在收到此订单的终止通知后，销售方应立即：(a) 按照通知中的指示停止工作；(b) 不得安排其他具体的分包合同或采购订单，本订单任何必须完成的持续部分除外；(c) 终止所有与被终止工作相关的分包合同；及 (d) 向采购方交付所有已完成的或正在进行中的工作，包括所有工作所需的或其产生的设计、图纸、规范、其他文件和材料，及按照第 15 条定义的所有采购方的保密信息。

**10.4 Survival.** Those sections that by their nature are intended to survive termination of the Order shall survive termination or expiration (including, without limitation, Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 23 and 24).

**10.4 延续性。**基于其性质在此订单终止后应延续的条款应在订单终止或到期后继续延续（包括但不限于第 2、4、5、8、9、10、11、12、13、14、15、16、18、19、23 和 24 条）。

## 11. Indemnity & insurance/赔偿与保险

### 11.1 Definitions/定义

**"Buyer Group"** means Buyer, its Affiliates, and its or their officers, directors, employees, customers, consultants, suppliers, subsuppliers, contractors, subcontractors at any tier (excluding members of Seller Group), and agents.

**“采购方集团”**是指采购方，其关联方，采购方或其关联方的管理人员、董事、员工、客户、顾问、供应商、分供应商、承包商、各级分包商（不含销售方集团成员）及代理。

**"Claims"** means claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Order.

**“索赔”**是指本订单的履行或事项所引起或相关的任何类型或性质的索赔、要求、案由、责任、赔偿、判决、罚款、处罚、裁决、损失、成本、费用（包括但不限于律师费和诉讼费）。

**"Deliverable"** has the meaning described in Section 2.1.

“可交付成果”的定义见第 2.1 条中的说明。

**"Gross Negligence"** means an act involving an extremely high degree of risk by which harm is intended or harm is the inevitable result of conscious disregard of the safety of others.

“重大过失”是指有意造成伤害或因有意识地无视他人安全而必然导致伤害的一项涉及极高风险的行为。

**"Regardless of Fault or Cause"** means without regard to the causes thereof including, without limitation, pre-existing conditions, whether such conditions be patent or latent, the unseaworthiness of any vessel or vessels, imperfection of material, defect or failure of equipment, breach of representation or warranty (express or implied), ultrahazardous activity, strict liability, tort, breach of contract, breach of duty (statutory or otherwise),



breach of any safety requirement or regulation, or the negligence, Gross Negligence, or willful misconduct of any person or party, including the indemnified party or parties, whether such form of negligence be sole, joint or concurrent, active or passive, or any other theory of legal liability.

“不论过失或成因”是指不考虑成因，包括但不限于：显现或潜在的既存条件，任何船只的不适航，材料的不完美，设备的缺陷或故障，违反（明示或暗示的）陈述或保证，超危险活动，严格责任，侵权，违反合同，违反（法定或其他）职责，违反任何安全要求或法规；或过失，重大过失，或任何人或方面（包括被赔偿方）的故意不当行为，无论此类形式的过失是单独、联合或同时进行，主动或被动；或任何其他法律责任理论。

**“Willful Misconduct” means a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.**

“故意不当行为”是意图对人员或财物造成伤害而蓄意作出的有意识的故意行为或有意识的故意不作为。

**11.2 Indemnity.** SELLER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER GROUP AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO SELLER'S PERFORMANCE UNDER THIS ORDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY OR DEATH OF ANY MEMBER OF SELLER GROUP, LOSS OF OR DAMAGE TO PROPERTY OF ANY MEMBER OF SELLER GROUP, OR ANY ENVIRONMENTAL CLAIM RELATED TO POLLUTION, CONTAMINATION OR DISCHARGE CAUSED BY ANY MEMBER OF THE SELLER GROUP OR EMANATING FROM THE EQUIPMENT, PREMISES OR PROPERTY OF, OR UNDER THE CONTROL OF ANY MEMBER OF SELLER GROUP, REGARDLESS OF FAULT OR CAUSE, EXCLUDING CLAIMS TO THE EXTENT THEY ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER.

**11.2 赔偿。**就因销售方对本订单的履行所产生的或与销售方对本订单的履行相关的任何和所有索赔，包括但不限于任何销售方集团成员的人身伤害或死亡索赔，任何销售方集团成员的财产损失或损害索赔，与销售方集团任何成员造成的污染、沾污或排放相关的环境索赔、或与来自销售方集团任何成员所有或控制的设备、房屋或财产的污染、沾污或排放相关的环境索赔，销售方将保护和赔偿采购方集团，并使采购方集团免于承担责任和免受损失，不论过失或成因，除非此类索赔是由于采购方的重大过失或故意不当行为所导致。

**11.3 Intellectual property indemnification.** SELLER SHALL INDEMNIFY, DEFEND AND HOLD BUYER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF ANY ACTUAL OR THREATENED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY DELIVERABLE, GOOD OR SERVICE (OR PART THEREOF) OR THE USE OF ANY DELIVERABLE, GOOD OR SERVICE PROVIDED UNDER THE ORDER. ANY SETTLEMENT OF SUCH CLAIM SHALL BE SUBJECT TO BUYER'S CONSENT. IF USE OF ANY DELIVERABLE, GOOD OR SERVICE IS ENJOINED, SELLER SHALL, AT SELLER'S EXPENSE AND AT BUYER'S OPTION, EITHER PROCURE FOR BUYER GROUP THE RIGHT TO CONTINUE USING THE DELIVERABLE, GOOD OR SERVICE OR REPLACE THE SAME WITH A NON-INFRINGEMENT EQUIVALENT.

**11.3 知识产权赔偿。**与在本订单下提供的任何可交付成果、商品或服务（或部分）或其使用相关的，因实际或潜在侵犯任何专利、著作权、商标、商业秘密或其他知识产权或专有权，或因任何以此为基础的诉讼而引发的任何及所有索赔，销售方将赔偿、保护采购方集团并使其免受损害。任何此类索赔的解决，均须经采购方同意。如有任何可交付成果、商品或服务的使用被禁止，销售方应承担费用并根据采购方的选择，为采购方集团获取继续使用该可交付成果、商品或服务的权利，或用非侵权的与其相当的替代品进行替换。

**11.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER OR OTHER AGREEMENTS BETWEEN THE PARTIES, IN NO EVENT SHALL BUYER GROUP BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FORESEEABLE OR NOT AT THE DATE OF THIS ORDER), OR FOR ANY DAMAGES FOR LOST REVENUE, LOST PROFIT, LOST BUSINESS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER THE SAME WOULD BE CONSIDERED DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES UNDER APPLICABLE LAW, REGARDLESS OF FAULT OR CAUSE, AND SELLER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER GROUP AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED THERETO.**

**11.4 无论本订单或双方之间的其他协议有任何相反的规定，不论过失或成因，采购方集团在任何情况下均不对销售方集团任何成员基于本订单或与本订单相关而遭受的任何间接性、特殊性、惩罚性、惩戒性或后果性的损害或损失（无论在订单日期是否可预见）负责，也不对因收入损失、利润损失、业务损失或业务机会损失而导致的任何损害负责，不论该等损害是否被视为适用法律下的直接性、间接性、特殊性、惩罚性、惩戒性或后果性的损害或损失，且就基于此产生或与此相关的所有索赔，销售方应保护和赔偿采购方集团，并使采购方集团免于承担责任和免受损失。**

**11.5 Insurance.** In support of Seller's indemnity and contractual obligations, for the duration of this Order and until expiration of Seller's warranties hereunder, Seller shall, at its own cost and expense, obtain and maintain through a reputable primary insurance company licensed in the jurisdiction where goods are manufactured or sold and where services are performed, adequate insurance to cover its obligations under this Order or as required by Law, including, as necessary:

(a) **Commercial General Liability Insurance**, including contractual liability and products liability coverage, insuring the indemnity provisions set forth in this Order, affording minimum protection of not less than U.S. \$1,000,000 per occurrence/general aggregate combined single limit bodily injury, sickness or death and loss of or damage to property.

(b) **Workers' Compensation Insurance**, including occupational disease in accordance with applicable Law.

(c) **Employers' Liability Insurance**, affording minimum protection of not less than U.S. \$1,000,000 per occurrence covering death or injury to any employee of the primary insured.

(d) **Automobile Liability Insurance**, covering owned, hired and non-owned vehicles affording minimum protection of not less than U.S. \$1,000,000 per occurrence combined single limit bodily injury or death and loss of or damage to property.

(e) **Professional Liability Insurance**, affording minimum protection of not less than US \$1,000,000.00 per occurrence.

(f) **Excess Liability Insurance**, over that required in (a)-(e) above, with minimum limits of U.S. \$4,000,000 per occurrence/general aggregate, and specifically including contractual liability.

(g) adequate **Product Liability Insurance**.

(h) adequate **Cargo/Transit Insurance**, if CIF or CIP Incoterms apply to the Order.

Seller shall notify Buyer of any material modification, cancellation or lapse during the term of this Order by giving 30 days' advance written notice to Buyer. To the extent of the indemnity and release obligations expressly assumed by Seller hereunder, all Seller insurance in support of the scope of the Order shall be primary to any other similar insurance carried by the insured parties, endorsed to provide a waiver of subrogation in favor of Buyer Group and their respective insurers, and list Buyer Group as additional insureds except for Workers' Compensation and Employers' Liability Insurance under the indemnifying party's policies and contain blanket contractual liability. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance policies are in effect and copies of the insurance policies as reasonably required by the Buyer. The types and amounts of insurance required herein shall in no way limit either Party's indemnity obligations as stated elsewhere in this Order (unless otherwise limited under applicable Law).

**11.5 保险。**为了支持销售方的损害赔偿及合同规定的各项义务，在本订单持续期间，且直到销售方的保证期满，销售方应自己承担各种费用，向商品生产或服务履行所在地，有司法授权的、具有良好信誉的大型保险公司投保，其保额应足够支付其本订单的各项义务，或根据法律要求，包括必要的：

(a) **商业综合责任保险**，包括合同责任和产品责任覆盖，保证本订单下规定的赔偿条款，提供人身伤害、疾病或死亡和财务损失或损害合并的一次事故/总额不低于 1,000,000 美元的最低保额。

(b) **劳工赔偿保险**，包括符合适用法律规定的职业病赔偿。

(c) **雇员责任保险**，提供一次事故不低于 1,000,000 美元的最低保额，涵盖作为主要被保险人的任何雇员的死亡和人身伤害。

(d) **汽车责任保险**，涵盖自有、雇佣或非自由车辆，提供人身伤害或死亡和财物损失或损害合并的一次事故不低于 1,000,000 美元的最低保额。

(e) **职业责任保险**，提供每次事故不低于 \$1,000,000 美元的最低保额。

(f) **超额责任保险**, 超出上述 (a) - (e) 点的要求, 最低保额为一次事故/总额为 4,000,000 美元, 明确包括合同责任。

(g) **适当的产品责任保险**。

(H) 适当的**货运/国境保险**, 如果本订单适用 CIF 或 CIP 国际贸易术语。

在此订单操作期间, 销售方应提前 30 天书面告知采购方任何实质性修改、取消或延迟。在销售方此处明确承担的赔偿义务范围内, 所有支持本订单的销售方保险应先于任何其他被保险人承担的类似保险, 支持提供一份有利于采购方集团及其相关预案保险人的代位求偿权放弃书, 根据赔偿方的政策将采购方集团列为额外被保险人, 将劳工赔偿和雇员责任保险排除在外, 并包含全面的合同责任。在采购方请求时, 销售方应向采购方提供能够证明所要求的最低保险范围已生效的保险证明, 及采购方合理要求的保险单复印件。此处要求的保险类型和金额不得以任何方式限制本订单中其他地方声明的各方赔偿义务 (除非适用法律另有限制)。

## 12. Assignment and subcontracting/转让和分包

Seller may not assign or novate (including by change of ownership or control, by operation of Law or otherwise) this Order or any interest herein, including payment, without Buyer's prior written consent which shall not be unreasonably withheld. Any assignment or novation not in compliance with this section shall be null and void. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Order without Buyer's prior written consent. Any assignee/novatee of Seller shall be bound by the terms and conditions of this Order. Seller shall not utilize any Subcontractors who are likely to interface with any government official in providing the work called for under this Order to or on behalf of Buyer without the prior written approval of Buyer. Buyer may freely assign or novate this Order to any third party or Affiliate.

未经采购方事先书面同意, 销售方不得转让或更替 (包括通过法律操作或其他方式更改所有权或控制权) 此订单或其中的任何利益, 包括付款在内。采购方不得无理拒绝出具相关同意书。任何不符合本条款要求的转让或更替将被视为无效。未经采购方事先书面同意, 销售方不得分包或授权此订单要求工作的全部或任何实质性部分。销售方的任何受让人/更替人应接受此订单条款和条件的约束。未经采购方事先书面同意, 销售方不应利用有可能在提供此订单要求的工作中与任何政府官员接触或代表采购方的任何分包商。采购方可自由转让或转移此订单到任何第三方或相关方。

## 13. Proper business practices/正确的业务实践

As an essential element of this Order, Seller hereby represents, warrants, certifies and covenants (collectively, "**Covenants**") that it is committed to unyielding integrity and will act in a manner consistent with the Cactus International Integrity Guide for Suppliers, Contractors, and Consultants (the "**Guide**"), a copy of which has been made available to Seller and is available in several languages at the following link: <https://cactuswhd.com/cactus-international/supplier-resources>. Seller hereby expressly confirms it has carefully reviewed the Guide and Seller shall remain solely responsible to take all necessary measures to ensure Seller and the other members of the Seller Group comply with the Guide. Seller shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order.

作为此订单的重要组成部分, 销售方在此表示、保证、证明和承诺 (以上合称“**承诺**”), 会始终如一地坚持正直诚信, 并按照 Cactus International 的《供应商、承包商和顾问诚信指南》(以下简称“**指南**”) 中的方式行动。销售方可通过以下链接获得多语言版本的指南: <https://cactuswhd.com/cactus-international/supplier-resources>。销售方特此明确确认其已仔细审阅本指南, 且销售方仍应全权负责采取所有必要措施, 以确保销售方和销售方集团的其他成员遵守本指南。关于不当或非法款项、礼品或小费, 销售方应以符合所有法律法规的方式行事 (包括但不限于《美国外国腐败行为法案》和《英国反贿赂法案》), 并同意不向任何人, 直接或间接地, 支付、承诺支付或授权支付任何金钱或任何有价值的东西, 以非法或不当地诱导某个决策、获得或保留与本订单相关的业务。

## 14. Compliance with laws/法律合规性

**14.1 General.** As a material element of this Order, except to the extent that such compliance violates or would cause Buyer to be penalized under the laws of the U.S., the U.K., or any EU laws, Seller Covenants that it will comply with: (a) all Laws; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent seller who is engaged in the same type of service or manufacture under similar circumstances. Seller holds the full responsibility of compliance with this document and to determine all the country/local applicable installation requirements, regulations, other requirements, codes and standards that relate in any way to the scope of supply, and comply with the foregoing. Seller's non-compliance with country/local applicable installation requirements, regulations, other requirements, codes, standards or any of the provisions of this Section 14 shall be considered a breach of the warranties in Section 8.

**14.1 总则。**作为此订单的实质性部分，销售方承诺其将遵守：(a) 所有法规；以及 (b) 良好的行业实践，包括对运用在类似环境下从事同类服务或制造的合格销售方能够合理预期到的技能、尽职、谨慎和远见，除非该等遵守违反美国、英国或任何欧盟法律或将导致采购方在美国、英国或任何欧盟法律下被处罚。销售方应全权承担遵守此类文件的全部责任，并确定与所供应范围相关的所有国家/地方适用的安装要求、法规、其他要求、规范和标准，并严格遵守上述规定。如销售方未遵守国家/当地适用的安装要求、法规、其他要求、守则、标准或任何本第 14 条的规定，应被视为违反了第 8 条中的保证。

## 14.2 Health, safety and environment/健康, 安全和环境

(a) **General.** Seller Covenants that it will take the necessary and appropriate actions and precautions to protect health, safety and the environment, including to prevent any injury to persons, property or the environment and has established effective requirements to ensure any members of the Seller Group and any suppliers it uses to perform the work called for under this Order will be in compliance with Section 14 of this Order.

(a) **总则。**销售方保证，其将采取必要和适当的行动和措施来保护健康、安全或环境，包括防止人身伤害、财产损失或环境破坏，并建立了有效的必要条件，确保销售方集团的任何成员及任何供应商，利用其来履行本订单要求的工作，同时将遵守本订单的第 14 条。

(b) **Material Content and Labelling.** Seller Covenants that each chemical substance or hazardous material (any substance or material defined as such, or regulated on the basis of potential impact to health, safety or the environment, pursuant to applicable Law) constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped, and registered under applicable Law. Seller shall provide with the goods in the language(s) of the locations where the goods are delivered to Buyer or its designee: safe use instructions; hazard communication, safe transport and labelling information; regulatory, compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS) in all readily available languages. Except if specifically required by Buyer, Seller Covenants that none of the goods contain any of the following: (i) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"), nanoscale materials; or (ii) any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations.

(b) **物质含量和标签:**销售方保证构成或包含在商品中的每种化学物质或有害物质（根据适用的法律定义的，对健康、安全或环境具有潜在影响的任何受控制物质或材料）均适于使用和运输，并根据适用的法律法规，进行了适当的包装、标记、标签、记录、装运和/或注册。随商品一起，销售方应同时提供使用商品交付采购方或其指定人所在地语言及所有现成的语言表述的：安全使用说明书；风险沟通、安全运输和标签信息；监管、合规和认证文件；用于化学物质和混合物的安全数据表（MSDS 或 SDS）。除非采购方提出特别要求，销售方承诺商品中不包含任何下列物质：(i) 砷、石棉、苯、铍、四氯化碳、氰化物、铅或铅化合物，镉和镉化合物、铬、汞或汞化合物、六价铬、汞或汞化合物、三氯乙烯、四氯乙烯、甲基氯仿、多氯联苯（“多氯联苯”）、多溴联苯（“PBBs”）、多溴联苯醚（“PBDEs”）及纳米材料；或 (ii) 《蒙特利尔议定

书》、《关于持久性有机污染物的斯德哥尔摩公约》、《美国有毒物质控制法》、《欧盟对有害物质的限制及 REACH 立法》和其他类似的化学物质管理规章限制或禁止的任何化学物质。

(c) **Waste Management.** Seller Covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable Law that it generates in the performance of any services or supply of any goods under this Order, including while at a Site or a Seller Group location, including responsibility for managing such waste in accordance with applicable Law.

(c) 废弃物管理。销售方保证，对于其履行本订单服务或供应本订单任何商品过程中产生的任何归类为有害或危险的废弃物，包括在任一现场或销售方集团某个所在地，应依据法律承担全部责任，包括按照适用法律管理此类废物的责任。

(d) **Residual Risk Summary and Hazardous Area Identification.** If and to the extent Seller utilizes designs that are not provided directly by Buyer (e.g. in case of Seller designs or designs of Subcontractors), the following clauses shall apply:

(d) 剩余风险汇总和危险区域标识。如果销售方采用的是并非由采购方直接提供的设计（例如，在由销售方或分包商负责设计的情况下），以下条款适用：

(1) **Risk Assessment.** Seller Covenants that it will review and assess the safety of all goods (and any portion thereof) supplied to Buyer under this Order by conducting a safety risk assessment pursuant to the principles defined in ISO Standard 12100:2010 (Safety of Machinery - General Principles for Design - Risk Assessment and Risk Reduction) and the related guidelines, and that it will adopt the safety measures so identified. If, notwithstanding the implementation of such safety measures, certain risks remain ("Residual Risks") those shall be clearly identified, properly and immediately notified to Buyer in a Residual Risk Summary and included in the relevant manuals to be provided as part of the Order.

(1) 风险评估。销售方保证，其将审查并评估其依据本订单提供给采购方的所有商品的安全性（或其任何部分），将依据 ISO 标准 12100:2010（机械安全-一般设计原则-风险评估和风险降低）定义的原则和相关指南，开展安全风险评估，并将落实确认安全措施。如果，尽管实施了此类安全措施，但仍存在一定的风险（“剩余风险”），则应在《剩余风险汇总》中加以明确，立即通告采购方，并将其纳入相关手册中作为本订单的组成部分一起提供。

(2) **Hazardous Area Identification.** If any of the goods (or any portion thereof) to be provided to Buyer under this Order will or might process combustible gas, vapor or liquid, Seller shall provide to Buyer the Hazardous Area Classification Report, as per IEC Standard 60079-10 ("Electrical apparatus for explosive gas atmospheres, Part 10: Classification of hazardous areas"), clearly and properly identifying all potential combustible gas, vapor or liquid leak sources and, for each potential leak source, the specific combustible gas/vapor/liquid type, as well as the pressure, temperature, and frequency of the condition. The Hazardous Area Classification Report shall consider the entire life cycle of the relevant goods, materials, products or items (or any portion thereof), including but not limited to commissioning, use, and maintenance. Seller shall refer to IEC Standard 60079-10 for the specific methodologies and requirements concerning the Hazardous Area Classification Report.

(2) 危险区域标识。如果根据本订单向采购方提供的任何商品（或其任何部分）将或可能涉及到处理可燃气体、蒸气或液体，销售方应根据《IEC 标准 60079-10》（“爆炸性气体环境用电气设备，第 10 节：危险区域的分类”），向采购方提供《危险区域分类报告》，其中应明确且正确地标示出所有潜在的可燃气体、蒸气或液体的泄漏源，及每个潜在的泄漏源相关的特定可燃气体/蒸气/液体的类型、以及压力、温度和条件频率。《危险区域分类报告》应涵盖相关商品、材料、产品或物品（或其任何部分）的整个生命周期，包括但不限于调试、使用和维护。制定《危险区域分类报告》时，销售方应参照 IEC 标准 60079-10 中的具体方法和要求。

**14.3 Labor.** Seller Covenants that, if applicable, it will comply with Section 211 of the U.S. Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts), or with any comparable Laws prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform Buyer of any alleged violations, notice of filing of a complaint or investigation related to any such allegation or complaint. Seller further Covenants that no goods or services supplied under this Order have been or will be produced, directly or indirectly: (a) utilizing forced, indentured or prison labor; (b) utilizing the labor of persons younger

than 16 years of age or in violation of the minimum working age Law in the country of manufacture of the goods or performance of the services under this Order, whichever is higher, or utilizing the labor of persons younger than 18 years of age for hazardous and /or high-risk work (c) in violation of minimum wage, hours or days of service, or overtime or other Laws governing the timing, method and amounts to be paid to workers as required by applicable local Laws; (d) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local Laws; (e) in violation of the principle that workers should be hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age and other characteristics protected by applicable local Laws (which shall not bar compliance with affirmative preferences that may be required by such Laws); (f) subjecting workers to any form of sexual or other harassment, compulsion or coercion, including, but not limited to, harassment based upon any protected characteristic, including age, race, national origin, religion, disability, gender and other characteristics protected by Laws; or (g) in violation of the U.K. Modern Slavery Act. If forced or prison labor, or labor below applicable minimum working age is determined to have been used in connection with this Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from all costs and expenses related to any suit, claim, proceeding brought against Buyer, its Affiliates or its or their customers for any claim arising out of or related to Seller's violation of applicable labor or employment Laws, including but not limited to, any claim arising out of or related to Seller's failure to pay minimum wage, overtime wages, or any other compensation or benefits owed to Seller's employees.

**14.3 劳工。**销售方保证，如适用，其将遵守《美国能源重组法案》第 211 节，10 CFR 50.7（员工保护）和 29 CFR 24.2（义务和禁止的行为），或禁止歧视从事“受保护类活动”员工的任何类似法律，包括对核安全或质量问题的报告；销售方应立即通知采购方其任何涉嫌违规的行为，并向其发送任何此类指控或投诉相关的投诉或调查备案通知书。销售方进一步保证，根据本订单提供的商品或服务，已被生产的，或将被生产的，无论直接或是间接地，绝不会：(a) 利用强制、契约或监狱劳工；(b) 利用年龄小于 16 岁的劳工，或违反根据本订单制造商品或履行服务所在国家的最低工作年龄法，以较高者为准，或者利用不满 18 岁人员从事危险和/或高风险工作；(c) 违反适用的当地法律规定的最低工资、小时或日服务、加班或规定了支付给工人的时间、方法和金额的其他法律；(d) 违反工人自由选择权，不论是否以适用当地法律规定的集体谈判为目的，组织其加入协会；(e) 违反应基于工人的工作能力，而不是基于他们的个人特性，如人种、国籍、性别、宗教、种族、残疾、生育、年龄和其他受适用的当地法律保护的特性（不包括可能被这些法律所要求的肯定性偏好），进行雇佣和支付的原则和根据雇用的条款和条件；(f) 使其工人遭受到任何形式的性骚扰或其他骚扰、强迫或压制，包括，但不限于，基于任何受保护特性的骚扰，包括年龄、种族、国籍、宗教、残疾、性别和其他受法律保护的特性；或 (g) 违反《英国现代奴隶制法案》。如果确定本订单的相关工作使用了强制或监狱劳工，或低于适用的最低工作年龄的劳工，采购方有权立即终止本订单，无需向销售方做出进一步的赔偿，也无需承担法律责任。对于任何因销售方违反适用劳工或雇佣法律而导致采购方、其附属公司或其客户面临的任何诉讼或索赔的相关费用和支出，销售方应对采购方及其附属公司作出赔偿、为其抗辩并使其免受损害，包括但不限于任何因销售方未能支付最低工资、加班工资或任何其他应对其雇员支付的补偿或福利而引起或与之相关的索赔。

**14.4 Immigration and Visa.** Seller Covenants that it will comply with all Laws applicable from time to time to work permits, immigration and visa and shall timely provide to the payment of any related administrative charges, fees or costs to the competent authorities. Seller Covenants that it will perform the activities set forth in this Section 14.4 and will take all actions required in connection with such activities on an autonomous and independent basis, relying on its own capabilities and resources, and without any support or assistance from Buyer. If Buyer, at Seller's request but at Buyer's option, provides support or assistance to Seller in connection with the activities of this Section, Seller shall release Buyer from all liability in connection with such activities, so far as permitted by Law, and furthermore shall indemnify and hold harmless Buyer and its Affiliates as well as its and their directors, officers, employees, agents, representatives, successors and assigns, against any and all suits, actions, proceedings and from any and all claims, demands, losses, judgments, penalties, damages, costs, expenses or liabilities arising from any act or omission of Buyer or an Affiliate in connection therewith. In the event the activities hereto are assigned or sub-contracted by Seller pursuant to Section 12, Seller shall ensure that any Subcontractors shall comply with this Section.

**14.4 移民及签证。**销售方保证，其将遵守所有适用法律关于工作许可证、移民和签证时间的规定，并及时向主管当局支付所有相关的行政收费、费用或成本。销售方保证，其将完成第 14.4 条中所规定的所有活动，并自主及独立地、依靠自己的能力和资源，采取与这些活动有关的一切必要措施，无需采购方提供任何支持或援

助。如果采购方,应销售方的请求,按照采购方的选择,对本条中的相关活动向采购方提供了支持或协助,销售方应免除法律许可范围内采购方与活动相关的所有责任,并应保障并保护采购方、其相关方及其董事、职员、雇员、代理人、代表、继承人和受让人,免于遭受采购方或其相关方的任何行为或疏忽而发起的任何和所有诉讼、诉讼行动、诉讼程序的困扰,也不会承担任何和所有索赔、要求、损失、判决、处罚、损害赔偿、成本、费用或负债。如果销售方根据第 12 条将此类活动进行了转让或分包,销售方应确保其所有的分包商均应遵守本条款的规定。

**14.5 Anti-Dumping.** Seller Covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under U.S. Law (19 U.S.C. Sec. 1671 et seq.), E.U. (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), as amended, or comparable Laws in such jurisdictions or any other country to which the goods may be exported. To the full extent permitted by Law, Seller will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by Law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered by Buyer from Seller, Buyer may terminate this Order with no further liability of any nature whatsoever to Seller hereunder. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to this Order in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller.

**14.5 反倾销。**销售方保证,本协议项下所做的所有销售,均不会导致反倾销或反补贴税的征收,根据美国法律(19 U.S.C. Sec.

1671 et seq.),欧盟。(理事会条例 (EC) No.384 / 96, 1995 年 12 月 22 日, 委员会决定 No.2277/96/ECSC, 1996 年 11 月 28 日), 其修订内容,或在该司法管辖区或商品可能出口的任何其他国家的类似法律。在法律允许的最大程度内,销售方将保障、保护采购方免于遭受因其违反本保证而产生或与之有关的任何费用或开支的损失(包括任何可能被征收的反补贴税,及在法律允许的范围内,任何可能被征收的初步倾销税)。如果需要征收反补贴或反倾销税,且采购方不能很容易地从销售方索回,采购方可以终止本订单,而无需向销售方承担任何性质的进一步责任。如果因贸易争端或作为“免责条款”行动的一种补救措施或任何其他原因,任何司法管辖部门要对本订单的商品征收惩罚性或其他额外的关税,采购方有权立即终止本订单,而无需向销售方承担进一步赔偿或任何其他责任。

**14.6 Duty Drawback.** If Seller is the importer of record into the U.S. or any other country that applies a Duty Drawback regime for any goods, including any component parts thereof, associated with this Order, Seller shall provide to Buyer all the required documentation for Duty Drawback purposes, which, in the U.S., includes Customs Form 7552 entitled "Certificate of Delivery," properly executed, as well as Customs Form 7501 "Entry Summary" and a copy of Seller's invoice, packing list, and air waybill/bill of lading.

**14.6 关税退税。**如果销售方是进入美国或任何其他适用退税制度的国家的任何商品的登记进口商,包括与此订单相关联的任何组件部分,销售方应向采购方提供用于关税退税的所有所需文件,在美国包括正确填写的名为“交货证明书”的海关表格 7552,名为“进口汇总”的海关表格 7501 及销售方的发票复印件,装箱单,空运提单/提单。

#### **14.7 Export Controls and Sanctions Compliance/出口管制和制裁合规**

(a) Seller agrees to prohibit the involvement of any entity known to be headquartered in, or owned or controlled by, or acting on behalf of a national or government of Cuba, Iran, North Korea, Syria or the Crimea region, or of any other individual or entity identified on an applicable blocked, denied, or restricted party list. Seller is also hereby on notice that Buyer will not accept goods originating from any country subject to trade sanctions including Cuba, Iran, North Korea, Syria, or the Crimea region. Should goods of such country of origin be delivered to Buyer against this explicit instruction, the goods will be returned to Seller at Seller's expense including, without limitation, any costs associated with obtaining any approvals from a government authority or authorities to make such returns, and Buyer will be entitled to claim any resulting damages it incurs due to any delivery delays or need for regulatory approval(s) associated with the Seller's breach of this provision. If applicable, Seller will also provide Buyer with the Harmonized Tariff Schedule number(s) including certificates of manufacture in accordance with the origin rules imposed by the applicable governmental authorities relevant to the goods provided. Seller acknowledges that its performance of this Order is subject to all applicable import,

export and re-export control, economic sanctions, and antiboycott laws, executive orders, and regulations, which may include but is not limited to the U.S. Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of State's International Traffic in Arms Regulations ("ITAR"), the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") regulations, any European Union ("EU") regulations, council decisions, or orders, except to the extent penalized by or inconsistent with U.S., U.K., and EU laws. In the event Buyer provides any product, equipment, material, service, software including object or source code, or technology to Seller in support of this purchase, Seller acknowledges that it shall not, directly or indirectly, sell, provide, export, re-export, transfer, release, disclose, divert, loan, lease, consign, or otherwise dispose of such Buyer's items to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical or biological weapons proliferation, deep water, Arctic offshore, or shale oil or gas projects in Russia, military, or money laundering or terrorism financing activities) without first obtaining consent from Buyer and all required government authorizations, as applicable.

(a) 销售方同意禁止涉及任何已知总部设在古巴、伊朗、朝鲜、叙利亚或克里米亚地区，或为上述国家或政府持有或控制，或代表上述国家或政府行动的实体，或任何其他适用的阻止、拒绝或限制方列表上标明的个人或实体行动的实体。销售方也在此表示知悉，采购方将不会接受任何来自贸易制裁目标国家的商品，包括古巴、伊朗、朝鲜、叙利亚或克里米亚地区。如果来自此类国家的商品被交付至采购方，违反此处的明确指示，这些商品将被退回至销售方，由销售方承担费用，包括但不限于：任何为获得政府当局的批准以作出退货的相关费用，对因与销售方违反规定有关的交付延误或监管批准需要而导致的任何损失，采购方将有权提出索赔。如适用，销售方也将向采购方提供统一关税表编号，包括符合适用的政府当局对供应商品的原始规则的制造证书。销售方承认，其对本订单的履行受适用的进口、出口和再出口管制、经济制裁、反抵制法律、行政命令和规定的制约，可能包括但不限于：美国商务部的出口管理规定 ("EAR")，美国国务院《国际武器贩运条例》 ("ITAR")，美国财政部外国资产控制办公室 ("OFAC") 法规，任何欧盟 ("EU") 法规，议会决定或命令，除非到了受美国、英国或欧盟法律处罚或与之相抵触的程度。如果销售方向采购方提供任何产品、设备、材料、服务、包含目标代码或源代码的软件或技术，作为对本订单的支持，销售方承认，它不得面对或通过任何人员、实体或目的地直接或间接地销售、提供、出口、再出口、转移、发布、披露、转化、贷款、租赁、交付或以其他方式处置此类属于采购方的物品，或未经采购方同意或适用政府批准，将之用于任何受适用法律或法规（包括适用于核，导弹，化学或生物武器扩散，深水，北极近海，或俄罗斯的页岩油或天然气项目，军事或洗钱或恐怖主义融资活动的法律法规）限制的活动和终端用途。

(b) Buyer acknowledges that the sale, export or re-export, directly or indirectly, of goods provided under this Order to Russia or Belarus or for use in Russia or Belarus may be restricted under applicable Law (including with respect to items that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014), and agrees not to engage in any such restricted sale, export or re-export unless applicable government authorizations are received. In the event of Buyer's breach of this clause 14.7(b), Seller shall have the right to suspend or terminate this Order upon written notice to Buyer, without any liability towards Buyer, in addition to other rights and remedies available to Seller under this Order. The Buyer agrees that such suspension or termination by Seller will not constitute a breach of Seller's obligations.

(b) 采购方承认，直接或间接将本订单下提供的商品销售、出口或再出口到俄罗斯或白俄罗斯，或直接或间接将本订单下提供的商品销售、出口或再出口用于在俄罗斯或白俄罗斯使用，可能会受到适用法律的限制（包括落入欧盟理事会第 833/2014 号条例的第 12g 条范围的物品），并同意，除非获得适用的政府授权，否则不会进行任何此类受限制的销售、出口或再出口。如果采购方违反本 14.7(b) 条，除根据本订单享有其他权利和补救外，卖方有权经书面通知采购方暂停或终止本订单而无需对采购方承担任何责任。采购方同意，卖方该等暂停或终止并不构成卖方违反其义务。

#### **14.8 Conflict Minerals.**

NOT USED

#### **14.9 Anti-facilitation of Tax Evasion/反逃税便利化**

(a) Seller Covenants for itself and on behalf of the Seller Group the following: (i) neither the Seller nor any member of the Seller Group shall engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under Part 3 of the UK Criminal Finances Act 2017 ("The Act"); (ii) Seller shall have and maintain in place throughout the term of this Order such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by any associated person as defined in The Act and to require compliance with this Section 14.9; and (iii) Seller shall promptly report to the Buyer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of The Act in connection with the performance of this Order.

(a) 销售方代表自身及销售方集团承诺以下事项: (i) 销售方或销售方集团的任何成员都不得参与任何可能构成英国 2017 年《金融刑事法案》(“法案”) 第 3 部分规定的英国或外国逃税便利化罪行的活动、实践或行为; (ii) 在本订单履行期间, 销售方必须拥有并保持此类政策和程序到位, 二者均必须可合理预防符合《法案》定义的任何关联人员的逃税便利化行为, 要求符合本 14.9 条规定; 和 (iii) 如有任何第三方请求或要求作出与本订单履行相关的符合《法案》第 3 部分定义的逃税便利化行为, 销售方必须立即向采购方报告。

(b) Seller shall ensure that any Subcontractor or other person associated with the Seller who is performing services or providing goods in connection with this Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause.

(b) 销售方应确保任何为本订单履行服务或提供商品的分包商或其他与销售方相关人员必须按照书面合同履行, 以等同于本条款对销售方的规定, 对这些人员作出规定和约束。

(c) Should Buyer obtain reasonable evidence that the Seller or any person associated with the Seller is in breach of this clause, the Buyer and its third party representatives shall have the right, with no less than 30 days formal written notice, to audit the relevant records of the Seller which relate directly to this Order.

(c) 如果采购方获得合理证据, 证明销售方或其他销售方相关人员违反本条规定, 销售方及其第三方代表将有权以不少于 30 天的正式书面通知, 审核销售方与本订单直接相关的记录。

(d) Breach of this clause shall be deemed a material breach and Buyer shall have the right to terminate this Order.

(d) 违反本条款将被视为重大违约, 采购方将有权终止本订单。

(e) For the purpose of this clause, the meaning of reasonable prevention procedures shall be determined in accordance with any guidance notes issued under s47 of The Act.

(e) 在本条款的范围内, 合理预防程序的含义应根据《法案》第 47 条下的指导说明作定义。

#### **14.10 Environmental, Chemical, Human Rights, and Sustainability Performance Disclosure.**

Upon request, Seller shall provide information on the environmental, chemical composition, human rights, and sustainability metrics associated with the goods under this Order, subject to reasonable protection of Seller's confidential business information. This includes, but is not limited to, the Seller's environmental compliance and any environmental impacts with the manufacturing of the goods; the chemical composition of the goods, test data and safe use and hazard information; the Seller's compliance with and any breaches of Laws relating to the protection of human rights and the prohibition of modern slavery; the direct and indirect carbon footprint and emissions associated with the goods; and any other sustainability metrics that are required by the Buyer to comply with sustainability Laws.

**14.10 环境、化学、人权和可持续性绩效披露。**根据要求, 销售方应提供与本订单项下商品相关的环境、化学成分、人权和可持续性指标的信息, 但受限于销售方商业保密信息的合理保护。这包括但不限于: 卖方的环境合规性和商品制造对环境的任何影响; 商品的化学成分、测试数据以及安全使用和危险信息; 卖方对与保护人权和禁止现代奴役相关的法律的遵守情况和任何违反情况; 与商品相关的直接和间接碳足迹和排放; 以及采购方为遵守可持续发展法律而要求的任何其他可持续发展指标。

#### **15. Confidentiality, publicity and intellectual property/保密、宣传和知识产权**

**15.1 “Confidential Information”** means Buyer Group’s property furnished to or obtained by Seller Group in connection with the Order (including any drawing, specification, data, goods or information), and any information derived from them. Confidential Information also includes the terms of the Order. During the term of this Order and 20 years after this Order terminates, and for as long as Confidential Information remains a trade secret for Confidential Information that is a trade secret, the Seller Group (a) will use the information only for performing the Order; (b) protect the Confidential Information with at least a reasonable standard of care to prevent disclosure of the Confidential Information; (c) promptly notify Buyer if any of its Confidential Information is disclosed in breach of this Order; (d) make copies of Confidential Information only as required to perform the Order and all permitted copies must be marked “Cactus International Confidential – Do Not Use, Disclose, Reproduce or Distribute without Permission”; (e) and stop using and promptly return or destroy all Confidential Information and copies thereof (except the terms of the Order) upon termination of this Order or upon Buyer’s request. The Seller Group may destroy all Confidential Information contained on system backup media according to the Seller’s backup policy. Seller may disclose Confidential Information to Seller’s employees who have a need to know and who are bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this Order. Seller may also disclose Confidential Information to comply with a legal obligation, but only after promptly notifying Buyer of its disclosure obligation so that Buyer may seek an appropriate protective order. If, absent the entry of a protective order or other similar remedy, the Seller is legally compelled under the advice of counsel to disclose such Confidential Information, the Seller may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed. Confidential Information does not include information that can be shown by written evidence that: (a) is or becomes publicly available other than as a result of disclosure by Seller Group; (b) was available on a non-confidential basis to Seller Group before its disclosure to Seller Group; (c) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates, provided such source is not subject to a confidentiality obligation with respect to the Confidential Information, or (d) was independently developed by Seller, without reference to the Confidential Information. The confidentiality terms of this Order supersede the terms of any prior non-disclosure agreement (“**NDA**”) concerning pre-Order negotiations with regard to all Confidential Information disclosed under the prior NDA. Except to the extent required by Law, Seller or its Group shall not release information with respect to the existence or terms of this Order or any related document and shall not use the name, logo, trademarks, photographs or any reference to Buyer or its Affiliates in advertising, marketing, public relations or similar publications without the prior written authorization of a duly authorized representative of Buyer or the relevant Buyer Affiliate.

15.1“**保密信息**”指提供给销售方集团或由销售方集团获取的、与此订单相关的采购方集团的财产（包括任何图纸、规格、数据、商品或信息）以及任何衍生信息。保密信息还包括本订单的条款。在本订单期限内及本订单终止后的 20 年内，以及对属于商业秘密的保密信息在其仍然属于商业秘密的期限内，销售方集团 (a) 仅能将该类信息用于履行本订单；(b) 保护保密信息，至少要建立一个合理的管理标准以防止保密信息的披露；(c) 如果采购方任何保密信息被违约披露，及时通知采购方；(d) 所有保密信息的复印件仅能按要求用于履行本订单，且所有允许的复印件必须标明“**Cactus International 保密–未经授权不得使用、披露、复制或分发**”；(e) 当本订单终止时或采购方要求时，停止使用并及时归还或销毁所有保密信息及其复印件（本订单的条款除外）。销售方集团可以根据销售方的备份政策，销毁系统备份媒体上所包含的所有保密信息。销售方可向其雇员披露保密信息，如果其必须知道；受到书面保密义务的约束；使用了至少与本订单的限制性条件相当的限制措施。销售方还可以为遵守某项法律义务披露保密信息，但只有在及时通知采购方其信息披露义务后，才可进行，这样，采购方可以寻求适当的保护令。如果在缺乏保护令或其他类似救济的情况下，销售方基于其法律顾问的建议被法律强制要求披露该等保密信息，则销售方只能提供已被法律强制要求披露的那部分保密信息，并应善意地尽其合理努力为任何如此披露的保密信息寻求保密处理。保密信息不包括可以通过书面证据证明落入下述任一情况的信息：(a) 非由销售方集团披露而正在或即将由公众可普遍获得的；(b) 在披露给销售方集团前已经以非保密的形式提供的其的；(c) 从采购方或其附属公司以外的来源以非保密的形式正在或即将提供给销售方集团的，前提是该来源不受针对保密信息的保密义务的限制；或者 (d) 由销售方在不参考保密信息的基础上独立研发的。此订单的保密条款取代任何先前非披露协议（**NDA**）中关于预订单谈判的涉及先前的 **NDA** 所有相关保密信息披露的条款。除非法律要求，否则未经采购方或其相关方的正式代表事先书面授权，销售方或销售方集团不应披露此订单或任何相关文档的存在或其条款信息，也不应在广告、营销、公共关系或类似的出版物中使用采购方或其任何相关方的名称、徽标、商标、照片或任何参考信息。

**15.2 Intellectual Property.** Seller retains ownership of all patents, trademarks, copyrights, confidential information, trade secret, database or other intellectual or industrial property rights, whether present or potential (“Intellectual Property”) it owned before or developed independent of this Order. Seller hereby grants Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use, and sell products and services embodying any and all Intellectual Property which may be used, made, conceived, or actually reduced to practice in connection with the performance of an Order or provided as a Deliverable. If Buyer furnishes specifications, requirements, drawings, designs, data, samples, codes or other Intellectual Property (collectively, “Designs”) to Seller, Seller acknowledges that Buyer is and remains the sole and exclusive owner of the Designs, and all improvements, modifications, derivative works thereof and Intellectual Property rights in any of the foregoing (“Improvements”). Seller hereby assigns and agrees to assign, and will cause Seller Group to assign, all Improvements and Designs to Buyer or its designee. If the Order includes paid-for services (including other payment in kind) for development of technology, Seller agrees all Deliverables are a work made for hire and also agrees to assign and deliver, and will cause Seller Group to assign and deliver, all Deliverables, Intellectual Property and materials related to such development to Buyer or its designee. “Buyer Intellectual Property” means: (i) Intellectual Property for all Deliverables under the Order except intellectual property owned by Seller prior to or developed independently of its obligations under the Order; (ii) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller’s performance under the Order; and (iii) creations and inventions that are otherwise made by Seller through the use of Buyer’s or its Affiliates’ equipment, funds, supplies, facilities, materials or intellectual property. Buyer grants Seller a non-exclusive, non-assignable, revocable license to use Buyer Intellectual Property furnished to or accessed by Seller that is necessary for the sole purpose of performing the Order and providing the Deliverables. Seller may not use, disclose, or reproduce Buyer Intellectual Property or Confidential Information for any other purpose. Seller agrees that it will neither apply for any registration of rights in any Buyer Intellectual Property nor oppose or object in any way to applications for registration thereof by Buyer or others designated by Buyer. Seller will provide Buyer at no additional charge with such reasonable assistance as Buyer may require in order to enable Buyer and its Affiliates to secure and protect its ownership rights in any Deliverables or Buyer Intellectual Property. To the extent a Deliverable includes or consists of software, Seller shall deliver to Buyer and its Affiliates the complete source code and object code versions.

**15.2 知识产权。** 销售方对于其在本订单前拥有或独立开发的所有存在或潜在的专利、商标、著作权、保密信息、商业秘密、数据库或其他知识或产业产权拥有所有权（“知识产权”）。销售方特此授予采购方一个不可撤销的、非排他的、无许可费的许可，据此，采购方可以制造、取得、使用和销售包含任何和所有知识产权的产品和服务，包括为履行订单或提供可交付成果而使用、制造、构想、或实践中简化所有相关的知识产权。如果采购方向销售方提供了规格、要求、图纸、设计、数据、样本、代码或其他知识产权（以下统称“设计”），则销售方承认，采购方是且始终是该设计及上述任何一项的改进、修改、衍生作品和知识产权（“改进”）的唯一和独家的所有者。销售方特此转让并同意转让，并将促使卖方集团将所有改进和设计转让给采购方或其指定人。如果本订单包含技术开发的某些有偿服务（包括其他实物支付），销售方同意所有可交付成果均为供租用的作品，也同意并将促使销售方集团将与此开发有关的所有可交付成果、知识产权和材料转让和交付给采购方或其指定人。“采购方的知识产权”指的是：(i) 本订单中所有可交付成果的知识产权，销售方之前拥有或独立于本订单义务所开发的除外；(ii) 由销售方，无论是其直接或间接、单独或与他人共同，就本订单的履行或根据采购方的要求履行本订单之目的，构想、产生或形成的知识产权；以及 (iii) 销售方利用采购方或其相关方的设备、资金、物资、设施、材料或知识产权，所实现的其他创造和发明。采购方授予销售方非独家、不可转让、可撤销的许可，其仅可以为履行本订单和提供可交付成果的唯一和必要目的，使用采购方提供的或其可以访问的知识产权。销售方不得使用、披露、或再现采购方的知识产权或保密信息用于任何其他用途。销售方同意，其将不会申请采购方任何知识产权的任何注册权利，也不会反对或阻碍采购方或其指定人的相关注册申请。销售方将对采购方提供此类采购方可能会要求的合理协助，不征收额外费用，以确保采购方及其附属公司可确保和保护其对任何可交付成果或采购方知识产权的所有权。如果一项可交付成果包括或由软件组成，销售方应向采购及其附属公司交付完整的源代码和目标代码版本。

**15.3 Components for Gas Turbine Manufactured by General Electric Company.** Only if the Buyer provides Designs to Seller relating to components for a gas turbine (heavy duty gas turbine or aeroderivative) manufactured by the General Electric Company, then Buyer hereby further grants, and agrees to grant, Seller a limited, worldwide, royalty-free sublicense of copyright owned by General Electric Company in such Designs that Buyer, in its sole discretion, provides to Seller under the Order and solely as necessary for Seller to

perform its or their obligations under the Order for the benefit of Buyer. Buyer and Seller hereby grant and agree to grant the General Electric Company (or its successors or assignees) third party beneficiary rights under the Order only to the extent to enforce these GE sublicense limitations.

**15.3 通用电气公司制造的燃气轮机部件**只有当采购方向销售方提供关于通用电气公司制造的燃气轮机（重型或航改燃气轮机）部件相关的设计时，采购方特此对销售方进一步授予并同意授予通用电气公司对这些设计的著作权的有限全球免费从属许可，采购方可自行决定在本订单下向销售方提供，且仅限于销售方为满足采购方利益而履行其订单义务所必需的情况下。采购方和销售方特此授予并同意授予通用电气公司（或其继任者或受让者）本订单下的第三方受益人权利，但仅限于执行这些通用电气从属许可限制的范围内。

**15.4 Deliverables Containing Third Party Materials.** To the extent that any of Seller's pre-existing materials (including third party or open source software) are contained in the Deliverables, Seller hereby grants Buyer an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicensable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing material and derivative works, and to make, have made, use, sell, offer for sale and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by Buyer to exploit the Deliverables. To the extent the Deliverables contain unmodified, pre-existing, generally commercially available computer software or software documentation, Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, transferable, royalty free right to use such software and software documentation and represents and warrants that it has taken all steps necessary to have the right to do so.

**15.4 包含第三方材料的可交付成果。**如果可交付成果内包含任何销售方已有材料（包括第三方或开源软件），销售方在此授予采购方不可撤销的、全球性的、非独家、已付费、无版税且可再许可（通过所有附属被许可者）的以下权利和许可：可以使用、执行、再现、履行、显示、分发和准备上述已存在材料和衍生作品的衍生作品，以及利用已存在材料制作、允许制作、使用、销售、供于销售和进口产品及工艺，但在任何情况下都限于采购方为利用可交付成果而需要的范围内。如果可交付成果内包含未经修改的、已存在的、一般市售的计算机软件或软件文档，销售方在此授予采购方此软件和软件文档的非排他的、永久性的、不可撤销的、可转让的、无许可费的使用权，并陈述和保证它已采取一切必要措施以有权这样做。

## 16. Supply chain security requirements/供应链的安全要求

Where applicable, Seller shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism ("C-TPAT") program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union ("EU AEO"), the Criteria of Certified Enterprises of the Customs Administration of China ("China AEO") and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, "SAFE Framework Programs") and implement appropriate procedures pursuant to such plan (the "Security Plan") including with its sub-tier suppliers. Seller shall, upon request of Buyer, certify to Buyer in writing that its sub-tier suppliers' Security Plans comply with all applicable SAFE Framework Programs. As a C-TPAT member, Buyer is required to make a periodic assessment of its international supply chain based upon C-TPAT security criteria. Seller agrees to take such reasonable measures as may be necessary to cooperate with Buyer's supply chain security assessments and to ensure that pertinent security measures are in place and adhered to throughout Seller's supply chain.

如适用，销售方应制定符合美国海关和边境保护的《海关贸易伙伴反恐计划（“反恐”）》、欧盟的授权经济经营者（“欧盟 AEO”）安全计划、中国海关总署认证企业准则（“中国 AEO”）和类似的《确保和促进全球贸易世界海关组织安全标准的框架》（以下统称“安全框架方案”）的书面安全计划，并根据该类计划（“安全计划”）实施适当的程序，包括与其下级供应商共同合作。销售方应根据采购方的要求，向采购方提供其下级供应商的安全计划符合所有适用的安全框架方案的书面证明。作为 C-TPAT 成员，采购方被要求根据 C-TPAT 安全标准对其国际供应链作定期评估。销售方同意采取合理必要措施，对采购方的供应链安全评估给予必要配合，确保销售方整个供应链的相关安全措施到位并得到遵守。

## 17. Packing, preservation and marking/包装、保存和标记

Seller shall ensure its packing, preservation and marking is in accordance with the specification drawings and any specifications that apply to the Order, or if not specified, with the best commercially accepted practices, and at a minimum with applicable Laws. Seller shall place all markings in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. Each of the goods supplied to

Buyer pursuant to the Order must be physically marked with the proper Country of Origin in accordance with the standards outlined in U.S. Customs Regulations. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

销售方应确保其包装、保存和标记符合规格图纸以及适用于订单的任何规格，若未指定，则应符合最佳商业实践和适用法律的最低要求。只要包裹或容器的性质允许，销售方应在明显的位置以易读、不可消除的永久方式放置所有标记。根据订单向采购方供应的每一个商品上都必须标明正确的原产地国家，符合美国海关法规规定的标准。应在考虑到商品性质的情况下，对所有商品采用适于在运输中保护商品不受损害、并能保证商品完整到达目的地的包装材料，以适合的方式包装。因尺寸或重量不能进行包装的商品，应装载到厚度足以允许安全提升和卸载的合适容器、货盘或横杆上。

## 18. Governing law/准据法

This Order shall in all respects be governed by and interpreted in accordance with the substantive laws of the PRC, excluding its conflicts of law provisions. "PRC" means the People's Republic of China (for the purpose of this Order, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan).

此订单的所有内容应适用中国的实体法并根据其进行解释，排除冲突法规定。“中国”指中华人民共和国（为本条款和条件订单之目的，不包括香港特别行政区、澳门特别行政区和台湾）。

## 19. Dispute resolution/争议解决

Any dispute arising out of or in connection with this Order, including any question regarding its existence, interpretation, validity or termination, will be resolved in accordance with this Section 19.

由于本订单引起或与本订单相关的任何争议，包括关于其存在、解读、效力或终止的问题，都将根据本第 19 条进行解决。

In the event of any dispute arising out of or in connection with this Order the parties agree to settle through friendly negotiations. If the dispute has not been settled within sixty (60) days following the first meeting of the friendly negotiation or within such other period as the parties may agree in writing, such dispute shall be finally submitted for arbitration to Beijing Arbitration Commission in accordance with the arbitral rules promulgated by the said Arbitration Commission. The arbitration shall take place in Beijing and the decision of the Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. The language to be used in the arbitration shall be English.

对于因本订单而产生或与本订单相关的任何争议，双方同意通过友好协商解决。若该争议在首次友好协商会议后的六十（60）天内或双方另行书面同意的期间内未得到解决，该争议应被提交至北京仲裁委员会，由该仲裁委员会按照其颁布的仲裁规则进行最终仲裁裁决。仲裁地点在北京且该仲裁委员会的裁决是终局性的且对双方均有约束力。任何一方均不得诉诸法庭或其他机构要求对裁决进行修改。仲裁费用由败诉方承担。仲裁使用的语言应为英文。

## 20. Waiver/弃权

No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

因违反本协议而导致的索赔或权利不可通过弃权或放弃声明的形式全部或部分免除，除非经利益受损方审议并书面签字支持。一方不能履行此订单中的任何规定不应被解读为放弃随后履行每一项和所有上述规定的权利。

## 21. Electronic commerce/电子商务

For contract formation and all other purposes, each electronic message sent between the parties will be deemed, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) "written" and a "writing"; (b) "signed"; and (c) an original business record when printed from electronic files or records established and



maintained in the normal course of business. The parties expressly waive any right to object to the enforceability of any such electronic message on any grounds. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature.

为订立合同和一切其他目的，在适用法律许可的最大范围内，双方之间发送的每一条电子信息将被认为是：当用正常业务过程中建立并维持的电子文档或记录打印出来时，是（a）“书面形式的”；（b）“签署的”；和（c）原始的商业记录。双方明确放弃基于任何理由反对上述电子消息的可执行性的权利。通过在任何此类电子消息上设置一个名称或其他标识符，该方打算将其用作他/她的消息签名。

## 22. Cybersecurity and personal data protection/网络安全和个人数据保护

Seller agrees that all Deliverables or goods supplied under this Order that include executable binary code shall comply with the terms and conditions of the Product Cybersecurity Appendix located at <https://cactuswhd.com/cactus-international/supplier-resources>. Seller agrees that if it has access to Confidential Information as defined herein, or Cactus International Confidential Information, Cactus International Highly Confidential Information or a Cactus International Information System as defined in the Privacy and Data Protection Appendix (PDPA) available at <https://cactuswhd.com/cactus-international/supplier-resources>, Seller will be subject to and shall comply with, the terms and conditions set out in the PDPA.

销售方同意，根据本订单提供的所有可交付成果或商品，包括可执行的二进制代码应符合 <https://cactuswhd.com/cactus-international/supplier-resources> 中《产品网络安全附录》的条款和条件。销售方同意，如果其访问如此处定义的保密信息，或者如隐私和数据保护附录（PDPA；见 <https://cactuswhd.com/cactus-international/supplier-resources>）中定义的“Cactus International 保密信息”，“Cactus International 高度保密信息”或“Cactus International 信息系统”，销售方将受 PDPA 的条款和条件的约束并应遵守 PDPA 的条款和条件。

## 23. Force Majeure/不可抗力

Neither party shall be liable for any delay under the Order to the extent such delay is directly and solely attributable to an event of Force Majeure. For the purposes of this Order, "Force Majeure" shall mean an event (i) preventing a party from performing its obligations under the Order, (ii) that is outside of the affected party's control, (iii) which could not have been foreseen at the time of the Order (iv) is not the result of the actions or negligence of the affected party, and (v) whose effects cannot be avoided despite the affected party taking all reasonable steps to mitigate and ameliorate the effects of such event. So long as conditions (i) to (v) are satisfied, such Force Majeure event shall include, without limitation, any act of God, act or omission of a governmental authority or administrative body, fire, nationwide/statewide strike or labor dispute, war, terrorism, epidemic or pandemic. For the avoidance of doubt, Force Majeure shall not include: (a) market condition or fluctuation or business downturn; (b) financial distress; (c) insufficient funds; (d) shortage of labor, materials, equipment or other resources; or (e) strike or labor dispute not occurring at a nationwide/statewide level. The party claiming Force Majeure shall promptly notify the other party of the details of the circumstances of the Force Majeure event and cessation of such circumstances, and the delivery or performance date shall be extended solely to the extent and duration of the delay caused by such Force Majeure. The delivery or performance date shall not be extended pursuant to this Section to the extent that delivery or performance was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. In the event Buyer is issued a Force Majeure notice or suspension notice of any kind by Buyer's end user, Buyer will be entitled to treat such notice as a Force Majeure event hereunder and may suspend Seller's performance under the Order without liability, and if Buyer's performance is suspended by such Force Majeure event for longer than 60 days, Buyer may terminate the Order without liability. In no event shall Seller be entitled to any price adjustment or other financial relief or cost recovery under this Order as a result of Force Majeure, including without limitation any cost recovery claims. For the avoidance of doubt, Seller's sole remedy hereunder is the extension of time for the duration of the delay to the extent solely and directly caused by Force Majeure. In the event of curtailment of deliveries compelling Seller to allocate production and deliveries of goods or services hereunder, Seller shall make such allocation in a manner that provides Buyer at least the same percentage of Seller's total output of goods or services that Buyer purchased on average in the twelve (12) months immediately preceding the Force Majeure event. Seller

shall have no right to place Buyer on allocation for any reason other than as set forth in, and in accordance with, the terms of this Section.

对于直接并完全因不可抗力事件导致的订单延误，双方均不承担责任。就本订单而言，“不可抗力”是指某一事件 (i) 阻止一方履行其订单义务，(ii) 处于受影响一方的控制范围之外，(iii) 在订单签订时不预见，(iv) 并非受影响一方的行为或过失造成的结果，且(v) 尽管受影响的一方已采取合理步骤去缓和改善此事件的影响，其影响依然无法避免。只要满足条件 (i) 至 (v)，此不可抗力将包括而不限于：任何天意行为，政府机构或行政机关的作用或不作为，火灾，全国/州范围内的罢工或劳资纠纷，战争，恐怖主义，瘟疫或全球性流行病。为避免疑义，不可抗力不应包括：(a) 市场状况或波动或业务不景气；(b) 财务困境；(c) 资金不足；(d) 劳动力，材料，设备或其他资源短缺；或(e) 不在全国/州范围内发生的罢工或劳资纠纷。声称遭遇不可抗力的一方应立即通知另一方不可抗力事件的发生和停止的具体情况，本订单的交付或履行日期的延长应仅限于此不可抗力导致的延误范围和持续时间。应在不可抗力事件发生之前交付或履行且此交付可理应在原定时间履行的订单，不得根据本条延长交付或履行日期。如果采购方的终端客户对采购方发出不可抗力通知或任何类型的暂停通知，采购方可按照此处定义的不可抗力处理此类通知，可以暂停销售方的订单履行而无需承担责任，而如果采购方由于此类不可抗力事件而暂停履行订单超过 60 天，采购方可以终止订单而无需承担责任。在任何情况下，销售方均无权进行任何本订单的价格调整或其他金融救济或成本补偿，包括但不限于任何成本补偿索赔。为避免疑义，销售方仅有的补救措施就是把延误时间延长至仅直接由不可抗力导致的范围。如果减少交货迫使销售方对此处涉及的商品或服务生产和交付作出分配，销售方的分配方式应保证，对供应方的供应量在其总体商品或服务供应量中的占比与不可抗力事件发生之前十二 (12) 个月一致。销售方无权因任何理由对采购方作出不同于和不符合本条条款的规定的安排。

#### 24. Entire agreement/完整的协议

This Order is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and, unless otherwise expressly agreed in writing between the parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. No prior course of dealing and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of this Order, or any part thereof, shall not affect the remainder of such sentences, articles or paragraphs or any other sentences, article or paragraph of this Order, which shall continue in full force and effect. Further, the parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Seller.

本订单，作为双方就本协议标的物达成的完整的、唯一的也是最终的表达，除非当事人之间另有明确的书面约定，将取代当事人之间以前或同期的、无论是书面的还是口头的所有协议。本订单可以一个或多个副本签署，用于不同用途的每一个副本都应被视为原件，所有此类原件构成同一法律文件。任何此前的交易和商业惯例均不影响本协议的含义定义，即使接受或默许方了解履约和反对的机会。本订单任何前述条款或段落，或其任何部分的无效，将不影响本订单此类句子、条款或段落的其余部分，也不影响本订单任何其他的句子、条款或段落，其应继续充分有效。此外，双方同意，将给予任何此类从整体或部分上视为无效的条款或规定，一个最能反映采购方和销售方最初意图的法律解释。

#### 25. Language/语言

This Order is written in both Chinese and English. In the event of inconsistencies or conflicts between the two versions, the English version shall prevail for all purposes.

此订单用中文和英语书就。如果双语版本间存在不一致或冲突之处，应始终以英文版本为准。