

**Terms and Conditions of Purchase**

(See Below for Mandarin Translation)

**1. Jurisdiction; Contract Formation.** These Terms and Conditions of Purchase (the "Terms and Conditions") apply to any purchases by the Company, its subsidiaries, affiliates, successors, and assigns ("Buyer") of the goods or services ("Merchandise") described in these Terms and Conditions, any document of Buyer attached hereto, and any communication of Buyer that directed Seller to or incorporates these Terms and Conditions (collectively, the "Contract Documents"). For purposes of these Terms and Conditions, the jurisdiction is the People's Republic of China, which for the purposes of the Contract only excludes Hong Kong and Macau Special Administrative Regions and Taiwan (the "Jurisdiction"). In the event of any conflict between these Terms and Conditions and any other Contract Document, the former shall prevail. "Seller" is the merchant of the Merchandise identified in the Contract Documents. Buyer is not a merchant dealing in the Merchandise. Seller shall be deemed to have accepted the provisions of the Contract Documents by any of the following: (a) signing any of the Contract Documents; (b) sending to Buyer a written acknowledgement of any Contract Documents; (c) communicating to Buyer regarding, or commencing performance with respect to, the Merchandise following receipt of any Contract Documents; (d) failing to object to a communication regarding the Merchandise within ten (10) days after receiving any Contract Documents; (e) delivery of any part of the Merchandise; (f) accepting payment for any part of the Merchandise; or (g) indicating in some other manner Seller's acceptance of any Contract Documents. Buyer may revoke its offer to purchase the Merchandise at any time prior to Seller's acceptance. Upon acceptance, Seller irrevocably agrees to sell and deliver the Merchandise in strict compliance with the Contract Documents. BUYER HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY CONFIRMATION OR OTHER DOCUMENT AND ANY TERMS SUPPLIED BY ANY TRADE USAGES OR COURSE OF DEALING WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF BUYER'S CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THIS CONTRACT), AND BUYER'S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON SELLER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE MERCHANDISE (THE "CONTRACT") AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY BUYER'S AUTHORIZED REPRESENTATIVE. In this Contract, "including" shall be deemed to mean "including without limitation."

**2. Changes, Cancellation.** Buyer may at any time direct changes, or cause Seller to make changes, to the Merchandise or to otherwise change the scope of this Contract including such matters as inspection, testing or quality control, and Seller agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this Contract shall be made in accordance with this Section 2. In addition to any other rights of Buyer to terminate this Contract, Buyer may, at its option, immediately terminate all or any part of this Contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the Contract price for all Merchandise completed and delivered in accordance with the Contract Documents and not previously paid for and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Merchandise under this Contract to the extent such costs are reasonable in amount and are properly allocable to the terminated portion of this Contract (provided Seller has delivered to Buyer any such work-in-process or raw materials), less the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-progress or raw materials fabricated or procured by Seller in amounts in excess of those expressly authorized under this Contract nor for any undelivered goods or raw materials that are in Seller's standard stock or that are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer for Merchandise that is undelivered at the date of termination. Except as provided in this Section, Buyer shall not be liable for payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Contract. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

**3. Price.** The price of the Merchandise shall be as agreed to by the parties and confirmed by Buyer and, unless otherwise agreed in writing by Buyer, shall be inclusive of all other charges, including foreign, federal, state, and local taxes (excepting only sales taxes Buyer is required to pay by applicable law), customs duties, import duties, costs of carriage, packing, packaging, and insurance. No increase in price or extra charges, including any interest or finance charges, shall be effective unless Buyer, in its sole discretion, consents to them in writing in advance, and if Buyer consents to a price increase or extra charges, it shall not be effective until at least thirty (30) days after such consent is given. Unless otherwise stated in the Contract Documents, all sums due under the Contract Documents shall be paid in the currency of the Jurisdiction.

**4. Warranties.** Seller represents and warrants that (a) it is financially solvent; (b) it is authorized/licensed to provide the Merchandise; (c) it has marketable title to and the right to convey the Merchandise; (d) the Merchandise is unencumbered and free from security interests and liens; and (e) the Merchandise does not infringe any trademark, patent, copyright, design, or similar intellectual property right. In addition to any other express or implied warranties that Seller has provided or that Buyer may otherwise have, Seller expressly and unconditionally warrants for the maximum period allowed by law after the date of delivery (or replacement) to Buyer that all Merchandise shall, unless otherwise specified or agreed by Buyer, be new and of first-class quality, be merchantable, be fit for Buyer's specific purpose, be free of defects in materials, workmanship, manufacture and design, whether latent or otherwise, conform strictly to the stricter of the specifications and descriptions set forth in the Contract Documents, Seller's catalogs, product brochures, and other representations, depictions, samples, and models of the Merchandise, meet the highest standards of the industry, and be adequately contained, packaged and labeled. All warranties are for the benefit of Buyer and its successors and assigns and shall survive any inspection, delivery, acceptance, and payment. Seller shall assign in full, and without cost to Buyer, all warranties from Seller's suppliers that are applicable to the Merchandise and deliver such assigned warranties with the Merchandise. Seller shall indemnify, defend, and hold Buyer harmless against any and all loss, liability, expense, claims, or demands, including attorneys' and consultants' fees and expenses arising from Seller's or Seller's agents' breach of this Contract, negligence, gross negligence, or other act that causes any personal injury (including death), property damage, or economic losses, including damage to Seller, Buyer, or third parties, in any manner connected with the performance of this Contract, including indirect, incidental,

consequential, and punitive damages or losses, except to the extent caused by Buyer's sole negligence. If any such claim is made against Buyer, Buyer shall give Seller notice of such claim and shall, at Seller's expense, furnish assistance in connection with the defense of such suit as is reasonably requested by Seller. Buyer shall have the right, but not the obligation, to control the defense or settlement of any claim or lawsuit covered by Seller's indemnity, all at Seller's expense. At Buyer's option, Seller shall be liable at Seller's sole expense to assume the defense of any such litigation, but Buyer may, at its own expense, associate attorneys of its own choice to aid in the defense of any such suit.

**5. Delivery.** The date or dates for delivery of the Merchandise are as agreed to by the parties and confirmed by Buyer. Buyer reserves the right to accept or reject, in whole or in part, partial or excess deliveries of Merchandise. Unless otherwise specified in the Contract Documents: (a) all deliveries of Merchandise shall be DDP Buyer's chosen location (as defined in "Incoterms 2010"), using the carrier of Buyer's choice and (b) title and risk of loss shall pass to Buyer after delivery of the Merchandise to Buyer at the DDP delivery point. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. Seller shall be liable for any loss or damage to, and shall procure such insurance as may be reasonable under the circumstances covering, the Merchandise, any property held on Buyer's behalf, and any other risk to Buyer from Seller's performance of the Contract. Upon Buyer's request, Seller shall provide Buyer with certificates evidencing such insurance and shall name Buyer as an additional named insured under such insurance. A packing slip shall accompany each shipment of Merchandise.

**6. Inspection.** Buyer shall have the right, but shall be under no duty, to inspect or test the Merchandise before its processing, use, or resale, and the processing, use, or resale shall not constitute a waiver of any claim. Complaints or notice of defects in the Merchandise shall be deemed timely if made within a reasonable period of time after discovery by Buyer of such defects. Payment for any of the Merchandise shall not be deemed an acceptance of such Merchandise. Any failure of the Merchandise to conform to any of the warranties of Section 4 shall, if Buyer has accepted the Merchandise, constitute a nonconformity that substantially impairs such Merchandise's value to Buyer for which Buyer may revoke acceptance, such acceptance being deemed to have been induced either: (a) on the reasonable assumption that such nonconformity would be cured and it has not been reasonably cured or (b) if Buyer did not discover such nonconformity prior to acceptance, by the difficulty of discovery before acceptance or by Seller's assurances.

**7. Payment.** Payment terms shall be as shown in the Contract Documents. Unless specified otherwise in the Contract Documents, payment shall be due within a reasonable time after receipt by Buyer of all Merchandise and all invoices therefore. Seller shall apply each payment by Buyer to the invoices for which such payment is made.

**8. Compliance with Laws.** Seller agrees that it shall strictly comply with all applicable foreign, federal, state, and local laws, rules, regulations, codes, and ordinances, including all applicable laws and regulations regarding employment and discrimination. Seller shall arrange for all inspections and approvals by governmental officials including customs clearance or other import or export obligations, if necessary. Seller shall not offer or provide to Buyer's purchasing agents any gratuities, gifts, payments, or anything of value, nor shall Seller offer or provide to any employees, agents or other representatives of Buyer any gratuities, gifts, payments, or anything of value in an attempt to influence directly such person's administration of the provisions of this Contract. Buyer desires to conduct its business in accordance with the highest legal and ethical standards; SELLER SHOULD REPORT ANY VIOLATIONS DIRECTLY TO BUYER'S MANAGEMENT OR VIA A THIRD-PARTY, ANONYMOUS HOTLINE AT (1-866)327-8419 (US TOLL-FREE NUMBER).

**9. Remedies.** Except as expressly provided in the Contract Documents, Buyer and Seller shall have only those rights and remedies provided by applicable law; provided, however, that if the Merchandise or any part thereof is not supplied in accordance with the Contract Documents or by the delivery date specified therein or Seller otherwise fails to observe strictly or to comply strictly with any of the Contract Documents, Buyer may avail itself of one or more of the following remedies at its discretion, regardless of whether Buyer has accepted the Merchandise in whole or in part: (a) to cancel this Contract, in whole or in part; (b) to reject the Merchandise, in whole or in part, and return it to Seller at Seller's risk and cost for a full refund to be paid promptly by Seller; (c) to refuse to accept any further deliveries of any Merchandise, without any liability to Seller; or (d) to claim any damages available to Buyer as may have been sustained, including any consequential loss or damage (including any claim for damages or indemnity in respect to any sum paid or payable to any third party), any difference in value of nonconforming Merchandise Buyer has accepted, or any loss of revenue, loss of profits, or loss of any contract, arising out of the supply of the Merchandise or its use or resale by Buyer. Notwithstanding any contrary provision in the Contract Documents or any other statement, whether written or oral, Buyer, through its agents or otherwise, does not assume any responsibility or liability to indemnify, defend, save, or hold harmless any other person, firm or party from or against any loss, damage, or injury, including any indirect, incidental, consequential, special, or punitive damages, losses, or injuries whatsoever, regardless of any language by which such assumption purports to be expressed or implied. Notwithstanding anything to the contrary in the Contract Documents, any claim by Buyer may be made within the limitation period provided by the applicable statute of limitations in the Jurisdiction.

**10. Dispute Resolution.** Unless otherwise agreed to by the parties, any dispute arising out of or in connection with the transaction contemplated by the parties hereunder shall be submitted to and resolved by China International Economic and Trade Arbitration Commission for arbitration in Shanghai in accordance with the arbitration rules of the Commission then in force. The arbitral award shall be final and binding upon both parties.

**11. Confidentiality.** Buyer may disclose technical or business information to Seller in connection with the negotiation or performance of this Contract. Seller agrees to keep confidential all such information as well as any other information relating to this Contract, including Buyer's interest in, or the existence or terms of, this Contract. Seller shall not disclose or use, directly or indirectly, such information for any purpose other than the purposes of performing this Contract, nor shall Seller disclose to Buyer any of Seller's information that Seller deems confidential.

**12. Governing Law.** For domestic sales, the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. For international sales, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of this Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of this Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of this Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Questions that are not expressly settled in this Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws principles. For international sales not governed by the Sales Convention, the

internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder.

**13. Notice.** Unless specified otherwise elsewhere in this Contract, all notices and similar communications provided hereunder shall be in the official language of the Jurisdiction in writing, and delivered by any means that are reasonable under the circumstances.

**14. Assignment and Delegation.** Neither party shall transfer or assign this Contract or subcontract any duties hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer, assignment, or subcontracting without such consent shall be void and without force or effect. Except as otherwise expressly provided herein, this Contract is not intended to be for the benefit of, and shall not be enforceable by, any person not a party to it or the permitted assignee of such party. Because antitrust/competition violations ultimately impact Buyer, Seller hereby irrevocably assigns to Buyer all present and future claims it may have against third parties under any foreign, federal and/or state antitrust/competition law in connection with the Merchandise (including all related raw materials, components and services). Seller shall immediately notify Buyer in writing upon becoming aware of any such potential claim and shall notify all relevant third parties that such claim has been assigned to Buyer.

**15. Force Majeure.** Seller shall not be liable for any failure to perform its obligations under the Contract Documents that is due to any cause beyond its reasonable control (a "Force Majeure Event"); provided, however, that Seller shall not be excused from any such obligations due to economic hardship, changes in market conditions, insufficiency of funds, unavailability or increased cost of equipment, materials or supplies, or labor difficulties. Seller shall give immediate notice to Buyer of any alleged Force Majeure Event. As a result of any alleged Force Majeure Event, Buyer may, but is not obligated to, (a) terminate this Contract in whole or in part; (b) reject the Merchandise, in whole or in part, and return it to Seller at Seller's risk and cost for a full refund to be paid promptly by Seller; or (c) refuse to accept any further deliveries of any Merchandise, without any liability to Seller.

**16. Intellectual Property.** Neither party transfers to the other party any patent, know-how, trade secret, trademark, copyright, or any other intellectual property right in the information, documents or property that such party makes available to the other under this Contract, other than (a) Seller has the right to use Buyer's intellectual property rights solely to produce and supply Merchandise to Buyer under this Contract, (b) if the Merchandise is experimental, custom or developed for Buyer (including any original works of authorship or art qualifying for copyright protection), all rights, title and interest in and to any intellectual property conceived, developed, or first reduced to practice in order to produce or supply the Merchandise is hereby irrevocably assigned to the Buyer and Seller agrees to have all necessary documents executed to document such assignment and assist the Buyer in perfecting any such interest (Buyer agrees to pay Seller's reasonable costs in assisting the Buyer to perfect any such interest), and, (c) if this Contract is terminated due to Seller's default and Buyer cannot reasonably obtain substitute Merchandise from a third party without Seller's intellectual property, Buyer shall have a non-exclusive royalty free right and license to use Seller's intellectual property to obtain, use and sell substitute Merchandise. Seller may not use Buyer's name, logo or trademark without Buyer's written consent.

**17. General.** All rights and remedies hereunder shall be in addition to all other rights and remedies under applicable law, all of which rights and remedies shall be nonexclusive and cumulative. No waiver by either party of any default shall be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Contract.

## 购买的条款条件

(See Above for English Translation)

1. **管辖地；合同成立。** 本购买的条款条件(“条款条件”)适用于本公司及其子公司、关联企业、继承者和受让人(合称“买方”)购买任何该等条款条件规定的货物或服务(“商品”)，买方附于此后的任何文件，以及买方向卖方指明包含该等条款条件的任何交流(合称为“合同文件”)。如果该等条款条件与任何其他合同文件存在任何冲突，以前者为准。“卖方”是合同文件中确定的商品的贸易商。为本条款条件之目的，管辖地为中华人民共和国，仅为本合同之目的不包括香港和澳门特别行政区和台湾地区(“管辖地”)。买方不是商品的贸易商。卖方通过以下任何方式即被视为已经接受合同文件的规定：(a) 签署任何合同文件；(b) 向买方发送对任何合同文件的书面确认；(c) 在收到任何合同文件后，就商品与买方联络或开始履行；(d) 未能在收到与商品有关的任何合同文件后十(10)日内表明拒绝联络；(e) 商品任何部分的交付；(f) 接受对商品任何部分的付款；或者(g) 以某些其他方式表示卖方对任何合同文件的接受。在卖方作出承诺前的任何时候，买方可撤销其购买商品的要约。卖方不可撤销地同意，其作出承诺后即应严格按照合同文件之规定销售和交付商品。**买方谨此反对并拒绝任何与买方合同文件不相符的或附加的任何确认函、或其他文件及任何行业惯例条款、或此前交易中的先例(该等不相符或额外的条款在此被排除于本合同之外)，而买方的要约及义务应明确以卖方接受本条款条件为前提。合同文件是买方和卖方之间关于商品的全部及唯一的合同(“合同”)，并且仅能以买方授权代表签署的书面文件加以修改。**本合同项下，“包括”应当被视为意指“包括且不限于”。
2. **变更、取消。** 买方可以随时指示(或促使卖方)对商品作出改变，或改变本合同的范围(包括验货、测试或质量控制等事项)，卖方同意及时做出该等改变。该等修改导致的价款或履行时间的任何差别应当由买方在收到符合买方要求的形式和细节的文件后公允地进行调整。对本合同的任何修改将遵照本第2条的规定进行。除买方的其他终止本合同的权利外，买方可以自行选择随时以任何理由，在向卖方发出书面通知后立即终止本合同的全部或其任何部分。该等终止时，买方应当向卖方支付如下金额(下列各项不重复适用)：(a) 已经根据合同文件完成并交付且尚未付款的所有商品的合同价款，以及(b) 在本合同项下提供商品时卖方发生的在半成品和原材料的实际成本(前提是卖方已经向买方交付任何该等在本成品或原材料)在该等成本金额合理并且可适当地分配至本合同被终止的部分的范围内，减去经买方书面同意由卖方使用或出售的任何货物或材料之合理价值或成本(以较高者为准)以及任何被损坏或毁坏货物或材料的成本。买方将不为卖方制造或购买的任何成品、服务、半成品或原材料而支付任何超出本合同明确授权范围的金額，也不为任何尚未交付的属于买方一般存货或可立即卖出的商品或原材料支付任何款项。本条款项下的付款总额不应超过买方为合同终止之日尚未交付的商品应支付的价款总额。除非本条另有规定，买方不应负责直接向卖方支付，或应向卖方的分包商请求支付，任何因终止本合同而造成的预期利润损失、多余的工本、权利请求的利息、产品开发和工程费用、设施和设备的重新调整费用和租金、未摊销的折旧、或一般性的管理费用。在终止生效日后的六十(60)天内，卖方应当向买方提出全部的终止索赔，以及充分的证明材料供买方审核，并应随后立即向买方提供其要求的补充和证明材料。买方或其代理应当有权审核和检查所有与卖方终止索赔有关的账簿、记录、实施、工作、资料、存货和其他事项。
3. **价款。** 商品的价款应当由双方协商一致并经买方确认，并且除非买方另行书面同意，该款项应当包括所有的其他费用，包括外国、联邦、州和地方税(但相关法律要求买方支付的销售税或增值税除外)、关税、进口税、运输费、打包、包装和保险费。除非买方自行决定事先书面同意，任何价款的增加或额外费用包括任何利息或财务费用均无效，并且如果买方同意价格增加或额外费用，其应当在出具该等同意至少三十(30)天后方可生效。除非合同文件另有规定，合同文件项下的所有到期金额应当以其管辖地的货币支付。
4. **保证。** 卖方陈述并保证 (a) 其具备财务支付能力；(b) 其经授权/被许可提供商品；(c) 其对商品拥有可转售的所有权和转售的权利；(d) 商品未被设为担保物，在其上不存在担保权益和留置权；以及(e) 商品未侵犯任何商标、专利、版权、设计或类似的知识产权。除买方已经提供的或买方可能另行拥有的明示或暗示的保证外，除非买方另行规定，卖方向买方明确且无条件地保证，在向买方交付(或替换)日起法律所允许的合理期限内，任何买方另行明确或同意之外，所有的商品应当是新的、优质的、适销的，适合于买方的特定目的，在材料、工艺、加工和设计上不存在潜在的或其他形式的缺陷，严格符合合同文件所规定的、卖方产品目录、产品介绍及其他对商品的陈述、描绘、样品和模板中的更高规格，符合行业中的最高标准，并且具备适当的包装、打包及标贴。所有的保证都是为了买方及其继承者和受让者的利益而作出，并且在任何检查、交付、接受和付款后继续有效。卖方应当向买方完全转让源于卖方的供应商且适用于商品的全部保证，并交付该等经转让的保证，而买方无需为该等转让支付费用。就任何及所有因卖方或卖方的代理人违反本合同、过失、重大过失或其他行为而造成的人身伤害(包括死亡)、财产损失或经济损失(包括给卖方、买方或任何第三方造成的损失等而产生的任何及所有损失、责任、费用、索赔或主张(包括律师和顾问的费用和开支)，亦包括间接的、附随的、后果性的和惩罚性的损害或损失，而无论其以任何方式与本合同之履行相关)而言，卖方应当向买方赔偿、为其辩护并使其免于其害，但因买方自身过失所导致的除外。如果买方面临该等追诉，买方应通知卖方，并且应卖方的合理要求提供辩护的协助，由此产生的费用由卖方承担。买方有权(但无义务)控制卖方卖方之赔偿义务所涵盖的所有诉讼和追诉的辩护及和解，费用由卖方承担。买方有权选择让卖方自行承担该等诉讼的辩护，但买方亦可以自行承担选择自己的律师以在该等诉讼中协助卖方辩护。
5. **交付。** 商品的交付日期由双方同意，并由买方确认。买方保留全部或部分地接受或拒绝全部、部分或超额交付的产品的权利。除非合同文件另行规定：(a) 商品的所有交付应当为完税后于买方选择的地点交货(DDP)(如2010年国际贸易术语解释通则定义)，并使用买方选择的承运人；且(b) 所有风险和灭失的风险应当于商品在DDP条款项下的交付地点交付给买方后转移至买方。**时间对本合同之履行至关重要。** 卖方应当对商品、以买方的名义所持有的任何财产、以及因卖方履行本合同而对买方产生的任何其他风险所造成的任何损失或损害负责，并为之合理地投保。应买方要求，卖方应向买方提供该等保险的证明，并将买方作为额外受益人列入保单单。每次商品运输都应有附有装运单。
6. **验收。** 买方应当有权(但无义务)在商品加工、使用或转售之前检查或测试商品，并且加工、使用或转售不构成对任何权利主张的放弃。买方只要在发现产品的瑕疵的合理时间内知会或报告卖方，则应被视为及时地提出了对该等瑕疵的主张。对任何商品的付款不应被视为接受该等商品。即使买方已接受商品，商品如有任何与本合同第4条所列任何保证不符合者，则构成产品不符合要求并将严重影响该产品对买方的价值，买方亦因此可以撤销接受，因该等接受是基于以下前提进行的：(a) 根据合理的假设，该产品不符合要求应得到合理纠正但尚未得到合理纠正；(b) 如果买方在接受前未发现产品不符，该等不符在接受或卖方作出保证前难以发现。
7. **付款。** 付款条款应在合同文件中规定。除非合同文件另行规定，付款应当于买方收到全部商品及其全部发票的合理期限内到期应付。卖方应将买方的每一笔付款与该等付款相应的发票一一对应。
8. **守法。** 卖方同意其将严格遵守所有外国的、联邦级、州级及地方级的相关法律、法规、规章及条例，包括与劳动和歧视相关的法律和法规。在必要时，卖方应安排政府官员进行的检查和审批，包括清关或其他进出口义务。卖方不得向买方的采购代理给予或提供任何赠品、礼物、付款或任何有价值的物品，亦不得向买方的任何雇员、代理或其他代表给予或提供任何赠品、礼物、付款或任何有价值的物品，以企图直接影响该等人员对本合同规定的监管。买方有意根据最高的法律和道德标准开展业务，如发现任何违反，卖方应向买方的管理层直接或通过第三方报告，匿名热线电话为(1-866)327-8419(美国免费电话)。
9. **救济。** 除非合同文件另有明确规定，买方和卖方仅享有适用法律规定的权利和救济；但是，如果卖方未按照合同文件提供商品或其任何部分，或未在规定的交付日期之前提供商品或其任何部分，或卖方在其他方面未能严格遵守或遵照任何合同文件，买方可以自行决定采用以下一项或多项的救济方式，而无论买方是否已经接受全部或部分商品：(a) 全部或部分地撤销本合同；(b) 全部或部分地拒绝商品，并将其退还给卖方，由此产生的风险和费用由卖方承担，且卖方立即将付款全额退还；(c) 拒绝进一步接受任何商品的交付，且向卖方不承担任何责任；或者(d) 就买方可能已经遭受的任何损失，包括任何附随的损失或损害(包括任何已向或应向第三方支付的损失而提出的赔偿或补偿要求)，买方已经接受的不合格商品的生产或供应、或因买方供应、使用或转售商品而产生的任何销售损失、利润损失、或合同损失索赔。无论合同文件或其他声明中有任何相反的规定，无论是口头还是书面的，亦无论有任何明示的或暗示的语言，买方(无论是通过其代理人)不对任何其他人、实体或一方所受之损失、损害或伤害(包括所有直接的和附随的、后果性的、特殊的或惩罚性的损失、损害或伤害)负责，或为其辩护，或保证其免受其害。无论合同文件中有任何相反规定，买方的任何权利主张均可在中国法律规定的时效期限内提出。
10. **争议解决。** 除非双方另行同意，因各方在本合同项下进行的交易而产生的或与其有关的任何争议应当提交中国国际经济贸易仲裁委员会，在上海根据其届时有效的仲裁规则以仲裁方式解决。仲裁裁决应当是终局的，且对各方均有约束力。
11. **保密。** 买方可能向卖方披露与本合同协商或履行有关的技术或服务信息。卖方同意就所有该等信息以及任何与本合同相关的其他信息(包括买方在本合同项下的利益、或本合同的存在、或本合同的条款)保密。除为履行本合同之目的外，卖方不得直接或间接地以任何其他目的披露或使用该等信息，亦不得向买方披露卖方为机密的其他任何信息。
12. **适用法律。** 就国内销售而言，管辖地法律，不包括其冲突法原则，应适用于本合同及各方权利和义务。就国际销售而言，《联合国国际货物销售公约》(“销售公约”)在其可适用及受本合同所限范围内，应适用于本合同及各方的权利和义务。尽管有以上规定，如本合同条款(包括这些条款和条件)与销售公约存在任何不一致或相冲突之处，应以本合同的条款为准。就相关的不一致或相冲突之处，本合同的条款应被视为依据销售公约第六条，排除销售公约条款的适用。任何在本合同或通过适用销售公约条款未能明确解决的问题，应根据管辖地的国内法(不包括其冲突法原则)予以解决。就不受销售公约管辖的国际销售而言，管辖地的国内法(不包括其冲突法原则)适用于本合同及各方的权利和义务。在此排除《联合国国际货物买卖时效期限公约》的适用，其不应适用于因本合同或货物的销售或购买而产生或与之有关的权利主张。
13. **通知。** 除非本合同其他条款另行规定，本合同项下的所有通知和类似通讯应当以管辖地的官方语言书面进行，并根据情况以任何合理的方式送达。
14. **转让和委托。** 未经一方事先明确的书面同意，无论是基于法律或其他原因，任何一方不得转让本合同或转包本合同项下的任何义务。买方未征得该等同意而试图进行的转让或转包应为无效而不具有任何效力。除非本合同另行明确规定，本合同不是为非作为本合同一方的任何人或经该方许可的受让人的利益而签订的，亦不得为非作为本合同一方的任何人或经该方许可的受让人执行。由于违反反垄断/竞争法将最终影响买方，卖方在此不可撤销地向买方转让所有与商品(包括所有有关原材料、零部件和服务)有关的，其目前和将来可能第三方拥有的在任何外国的、国家级或地方的反垄断/竞争法下权利主张。卖方在知晓该等潜在的权利主张后应立即通知买方，并告知所有有关第三方等权利主张已转让至买方。
15. **不可抗力。** 卖方对于超出其合理控制的原因(“不可抗力事件”)而造成未能履行其在合同文件项下的任何义务不承担责任；但前提是，卖方不得因经济困境、市场条件改变、资金不足、设备、材料或供应短缺或涨价、或劳动力困难而免除任何该等义务。卖方应当立即向买方发出关于任何所谓不可抗力事件的通知。作为任何所谓不可抗力事件的结果，买方可以(但无义务)(a) 全部或部分终止本合同；(b) 全部或部分拒绝商品，并将其退还给卖方，由此产生的风险和费用由卖方承担，且卖方立即将付款全额退还；或(c) 拒绝接受任何商品的任何进一步的交付，且向卖方不承担任何责任。
16. **知识产权。** 任何一方不向另一方转让该方在本合同项下向另一方提供的任何信息、文件或财产中含有的专利、专有技术、商业秘密、商标、版权或任何其他知识产权，但以下情形除外(a) 卖方有权仅为在本合同项下向买方生产和提供商品而使用买方的知识产权，(b) 如果商品是为买方而试验、定制或开发的(包括作者的任何原著作或受著作权保护的艺术品)，任何生产或提供商品而创作、开发或率先应用的知识产权的所有权利、所有权和利益兹此不可撤销地转让给买方，且卖方同意签署任何证明该等转让所需的文件，并协助买方完善该等权利(买方同意支付卖方因该等协助而产生的有关合理费用)，(c) 如果本合同因卖方违约而终止，而买方不能合理地从第三方获得不包含卖方知识产权的产品的替代品，买方将拥有使用卖方知识产权的非独占的免费许可，以获得、使用和销售替代商品。未经买方书面同意，卖方不得使用买方的名称、标识或商标。
17. **一般规定。** 本合同项下的所有权利和救济应附加于任何有关法律所赋予的其他权利和救济，且应当是非排他的和可累计的。任何一方对任何违约的弃权不得视为对后续违约的弃权。如果本合同任何规定被确定为无效，该等无效不得影响本合同其余部分的有效性。