



**PEI GENESIS CONNECTORS ZHUHAI LTD
TERMS AND CONDITIONS OF PURCHASE**

珠海倍捷连接器有限公司采购协议

THESE TERMS AND CONDITIONS GOVERN THE PURCHASE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY PEI GENESIS CONNECTORS ZHUHAI LTD AND ITS DIVISIONS AND SUBSIDIARIES (COLLECTIVELY, "PEI") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM SUPPLIER. UNLESS OTHERWISE PROVIDED HEREIN, ANY WRITTEN ACKNOWLEDGEMENT OF THIS ORDER, OR ANY OTHER COMMENCEMENT OF PERFORMANCE PURSUANT TO THIS ORDER CONSTITUTES ACCEPTANCE HEREOF BY THE SUPPLIER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PEI. NEITHER PEI'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR PEI'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

本协议适用于所有珠海倍捷连接器有限公司或其分支机构或子公司（合称“倍捷连接器”）的所有产品和服务的采购（以下简称“产品”），若供应商出具的采购订单、其他文件或通信（合称“采购订单”）中存在任何与本协议冲突或相抵触的条款或条件，均以本协议为准。除非本协议另有规定，任何对采购订单的书面确认或按照采购订单执行视为供应商接受此采购订单。本协议经倍捷连接器授权代表签署方可修改或取消。任何倍捷连接器对采购订单的认可或倍捷连接器未对采购订单中任何矛盾、相反或附加的条款或条件提出反对并不表示倍捷连接器接受这些条款。

1. PURCHASE ORDER DEFINED 采购订单的定义:

- (a) The term "Purchase Order" as used in these Terms and Conditions means the document entitled "Purchase Order" that PEI issues to Supplier. Where applicable, it also includes the following: any written contract entered into between Supplier and PEI; the written quote, bid, or proposal submitted by Supplier in response to a solicitation; and any written or oral solicitations that PEI issued to Supplier to which Supplier provided a quote, bid, or proposal (including specifications), and amendments to that solicitation.

本协议中的“采购订单”即倍捷连接器向供应商所签发的以“采购订单”为抬头的文件。在适用情况下，“采购订单”也包括以下文件：供应商与倍捷连接器签订的书面合同；供应商对要约作出的书面报价、投标或建议书；任何倍捷连接器向供应商发出的书面或口头的要约，而供应商对此要约已作出报价、投标、建议书（包括规格）和修改。

- (b) If there are any inconsistencies among the documents listed above, the inconsistencies will be resolved in the descending order of importance listed above, with the document entitled "Purchase Order" being first in order of importance. The terms and conditions set forth in the Purchase Order take precedence over any conflicting terms and conditions in documents that Supplier provides. Furthermore, any terms proposed by Supplier that add to, vary from, or conflict with the terms herein are hereby rejected.

如上述文件存在任何不一致，矛盾部分的解释应以“采购订单”为准。若供应商提供的文件和采购订单发生冲突，优先采用采购订单所含的条款。另外，拒绝接受任何供应商提出的对本协议的增加、修改或冲突条款。

- (c) Supplier shall flow down the applicable requirements of Purchase Order to its lower tier suppliers and subcontractors.

供应商应将采购订单的相关要求分发至其下级供应商或承包商。

2. PRICE 价格：

- (a) The price for the products or services is the price shown on the Purchase Order. Unless PEI otherwise consents in writing, the price shown on the Purchase Order is the limit of the liability of PEI for the products or services and all work related thereto. Any requested increase in the price must be submitted to PEI in writing and can become effective no sooner than sixty (60) calendar days after agreement with the appropriate agent of PEI.

产品或服务的价格以采购订单的价格为准。除非另行书面同意，倍捷连接器对所采购的产品或服务及相关的责任限额不超过采购订单的金额。任何价格的上涨都必须以书面形式向倍捷连接器提出并且在倍捷连接器授权代理人签订相关协议六十（60）日后才正式生效。

- (b) Supplier warrants to PEI that the price charged to PEI for any products or services shall be Supplier's lowest net price charged any customer for that product or service regardless of any special terms or conditions or rebates or allowances of any nature. If Supplier sells any products or services to any customer at a net price less than that set forth herein, Supplier shall adjust its price to the lower price for any un-invoiced products or services and for all future invoices for such products or services. This Section 2(b) shall apply to any price reduction applicable to any products or services subsequent to the placement of a Purchase Order and until the delivery of the last installment thereunder.

供应商保证向倍捷连接器提供的产品或服务的价格是所有客户中的最低净价，不论任何特殊的条款或任何性质的折扣或优惠。如供应商向任何客户出售或提供产品或服务的净价低于此处所述的采购订单价格，则供应商应对未开发票的产品或服务以及未来提供的产品和服务价格作出相应的调整。本段2(b)价格调整也适用于分批发货订单直到最后一批出货。

- (c) If Supplier offers a lower price either as a general price drop or only to some customer(s) for any reason, then Supplier shall immediately inform PEI of this price and price protect the services that PEI receives and PEI's inventory of affected products by rebating to PEI an amount equal to the difference in the price paid by PEI and the lower price for all such services performed or products in PEI's inventory delivered during the preceding thirty (30) calendar days.

不论任何原因，若同意普遍下调价格或仅为特定客户提供优惠，供应商应立即通知倍捷连接器此价格并对倍捷连接器收到的服务或产品库存受到影响的部分提供价格保护，针对倍捷连接器在过去30日内收到的服务或库存产品，将倍捷连接器所支付的价格与较低价格之间的差价返还给倍捷连接器。

- (d) PEI may return any standard or noncustom products purchased from Supplier during the previous three (3) years in unopened, original packaging for a credit against any outstanding or future Supplier invoices.

在未开封并保持原包装的状态下，倍捷连接器可退还三年内任何向供应商采购的标准的或非定制的产品，并以此抵扣任何未到期或未开的发票。

- (d) Applicable taxes and other charges such as duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Supplier's invoice and paid by Supplier.

供应商的发票应分别注明适用的税项或关税、清关费用及政府征收的附加费等其他费用并由供应商自行承担。

- (e) PEI reserves the right to have Supplier's records inspected and audited to ensure compliance with these Terms and Conditions. At PEI's option or upon Supplier's written demand, such audit shall be performed by an independent third party at PEI's expense. However, if Supplier is found to not be in compliance with these Terms and Conditions in any respect, then Supplier shall reimburse PEI for all costs and expenses associated with such audit. The results of such audit shall be kept confidential by the auditor, and, if conducted by a third party, only Supplier's discrepancies with these Terms and Conditions shall be reported to PEI.

为确保供应商遵守本协议条款，倍捷连接器保留对供应商的记录进行检查和审核的权利。经倍捷连接器提议或供应商书面要求，由独立第三方进行审核，倍捷连接器承担相关费用。但是，若审核发现供应商有任何方面不符合本协议要求，供应商应偿还倍捷连接器所有与审核相关的费用。审核的结果应由审核员保密，若审核由第三方执行，只须将供应商对本协议的不符项报告至倍捷连接器。

3. PAYMENT 付款条款:

- (a) To be paid, Supplier must submit an itemized invoice referencing a valid Purchase Order number together with proof of shipment, completion, and/or delivery. The invoice must specify the products, services, or work product provided, including item number, and a description of items, sizes, quantities, and unit prices, which must match the description in the Purchase Order, the date or dates of delivery, and the specific dollar amount owed. Supplier will be paid upon completion of the entire Purchase Order unless a schedule of progress payments for work in progress is agreed in writing with PEI. Invoices for progress payments must specify the actual work performed. No charges will be accepted for boxing, crating, drayage, or storage unless agreed in writing by PEI.

供应商必须提供明细发票，注明有效的采购订单号并提供送货证明、完工证明或发货证明，用以请款。发票应标明所提供的产品、服务或工作成果，包括货品编号、货品描述、规格、数量和单价，并且明细应与采购订单中的描述、日期或送货日期及金额相符。除非倍捷连接器另行书面同意按工作进度付款，应在采购订单全部完成后付款。按进度付款的发票应注明实际完成的工作量。除倍捷连接器另行

书面同意，不接受装盒费、装箱费、送货费或仓储费。

- (b) Unless otherwise agreed in writing, invoices are paid net sixty (60) calendar days from the date of receipt of the products or completion of any required services, and not on the basis of Supplier's invoice date. Payment of invoices will not constitute acceptance of the products and will be subject to adjustment for shortages, defects, and other failures of Supplier to meet the requirements of the Purchase Order. PEI's tender of payment by check is sufficient, provided such check is honored, upon presentment to the "Payor Bank."

除非另行书面同意，将在收到产品或完成服务之日，而不是供应商开具发票的日期，后六十（60）日安排付款。付款并不代表产品的通过验收，将以任何对短缺、不良或其它未达到采购订单要求部分的调整为准。倍捷连接器的支票账户资金充裕，将支票交到付款银行即能得到足额支付。

4. DELIVERY AND TITLE 交货和所有权:

- (a) Unless stated otherwise in the Purchase Order, all prices for products will be Delivered Duty Paid ("DDP") (INCOTERMS 2010) and will include all delivery and unloading at the destination identified in the Purchase Order. Title and risk of loss with respect to the products will remain with Supplier until PEI has accepted the products at the DDP point specified in the Purchase Order. The cost of all return shipments for products will be borne by Supplier, with title and risk of loss passing at the DDP point specified, unless otherwise agreed in writing by PEI.

除非采购订单另有说明，所有产品的价格均为完税后交货价（“DDP”）（国际贸易术语2010）并应包括运送至订单所注明目的地的所有运费及卸货费用。供应商拥有产品的所有权并承担损失风险，直至到倍捷连接器在采购订单所注明的DDP地点接收产品。除非倍捷连接器另行书面同意，所有的退货成本应由供应商承担，所有权和损失风险于指定的DDP地点转移。

- (b) All products shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Supplier shall mark all containers with all necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of PEI and Supplier. PEI shall notify Supplier of the method of shipment and expected delivery date. If no instructions are given, then Supplier shall select the most cost effective carrier, given the time constraints known to Supplier. Supplier shall ship only the quantity of products specified in the Purchase Order. Buyer may return

at Supplier's expense any products in excess of the quantity stated in the Purchase Order.

所有产品都应按照以下方式安排运输：(i)符合一般商业惯例；(ii)被一般承运人所接受且价格最低；(iii)充分保证可以安全送达。供应商应该在外包装箱上清楚标识产品装卸、处理、运输的所有相关信息，采购订单号，发货日期，倍捷连接器和供应商的名称。倍捷连接器应告知供应商运送方式和期望的发货日期。如果没有特别要求，则供应方应在所了解的时间范围内选择成本最低的承运商。供应商只能按采购订单要求的数量发货。采购可能会要求退回超出采购订单要求的数量，并由供应商承担相关费用。

- (c) Any forecasts provided by PEI are for planning purposes only and do not constitute a Purchase Order or other commitment by PEI.

任何倍捷连接器提供的预测仅作为计划之用，并不构成倍捷连接器的采购订单或采购承诺。

- (d) Supplier shall notify PEI in writing within two (2) business days of its receipt of PEI's Purchase Order if Supplier is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and its terms.

若不能按要求日期发货，供应商应该在收到采购订单后的两（2）个工作日内书面告知倍捷连接器并说明原因。如未能在规定的时间内通知，则视为接受订单及其条款。

- (e) The services must be carried out and completed in accordance with the agreed timeframe set forth in the Purchase Order. Time is of the essence and any changes to the agreed timeframe must be authorized by PEI in writing. If any services are delivered late according to the agreed timeframe, PEI will have the right to seek reimbursement for any added costs incurred to maintain production, including, but not limited, to premium freight expenses, and excess charges paid to another supplier. 所涉及的服务应在采购订单中所约定的时间内进行并完成。时间是重点，任何有关时间的变动都必须由倍捷连接器书面授权。如果任何服务未在约定时间内完成，则倍捷连接器有权要求补偿为维持生产所增加的费用，包括但不限于超额运费及支付给其他供应商的额外费用。

5. ACCEPTANCE AND REJECTION 接受和拒绝:

- (a) If, prior to final acceptance, any products, services, or work product are found to be defective, deficient, or not as specified, or if PEI is entitled to revoke acceptance of them, PEI may reject or

revoke acceptance, or require delivery at an equitable reduction in price, at PEI's option. Supplier must reimburse PEI for all incidental and consequential costs and expenses related to unaccepted products or services. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, deficiencies, fraud, or such gross mistakes as amount to fraud. Acceptance of performance does not waive the right to claim damages for breach. PEI is not obligated to notify Supplier of, or to pay Supplier for, products shipped or services provided in excess of those stated in the Purchase Order. PEI may, in its discretion, reject over-shipments or additional services or work product not specified in the Purchase Order.

在最终接受前，如有任何产品、服务或工作存在缺陷、不足或不符合要求，或倍捷连接器有权取消接受，则倍捷连接器可拒收或取消接受或要求适当下调的价格。供应商应向倍捷连接器补偿所有因产品或服务未能通过验收所产生的直接或间接的成本和费用。即便最终接受和付款，供应方应对潜在的不良、缺陷、劣质，或其它等同于劣质的严重过错负责。对合同履行的接受不代表放弃追究违约责任的权利。针对超过采购订单要求的产品和服务，倍捷连接器没有义务通知或付款给供应商。倍捷连接器有权拒收超出采购订单要求产品和服务和采购订单中未指定的工作成果。

- (b) If any Purchase Order has been issued by PEI in response to Supplier's offer and if any of the terms herein are additional to or different from the terms of such offer, then the issuance of the Purchase Order by PEI will constitute an acceptance of such offer, subject to the express condition that the Purchase Order (and these Terms and Conditions) constitutes the entire agreement between PEI and Supplier with respect to the subject matter thereof and the subject matter of such offer. Further, Supplier is deemed to have so assented to and acknowledged these Terms and Conditions unless Supplier notifies PEI to the contrary in writing within seven (7) calendar days of receipt of the Purchase Order. Any reference by PEI to Supplier's proposal is solely for the purpose of incorporating the description and specifications of the products and services contained therein to the extent that such description and specifications do not conflict with the description and specifications contained in the Purchase Order.

如果倍捷连接器根据供应商的报价签发采购订单，而与报价相比本协议含有附加或不同的条款，则倍捷连接器的采购订单仅表示对报价的接受，相关事宜以采购订单和本协议所构成的倍捷连接器与供应商之间完整协议为准。此外，除非在收到采购订单七(7)日内向倍捷连接器书面提出反对意见，供应商将被视为同意并接受本条款。倍捷连接器对供应商报价中任何产品或服务的描述及规格的引用及引申，

并不代表与采购订单中的描述和规格相冲突。

6. CHANGES 订单变更:

At any time prior to the time title has passed to PEI with respect to any products or acceptance of services or work product, an authorized representative of PEI may make changes within the general scope of the Purchase Order, including changes in drawings, designs, specifications, packaging, time and place of delivery, nature and duration of services, and method of transportation, by giving written notice thereof to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of Supplier's obligations under a Purchase Order, then an appropriate equitable adjustment must be made to the Purchase Order. No change by Supplier will be recognized without written approval by an authorized representative of PEI. Any claim of Supplier for an adjustment under this paragraph will be deemed to have been waived unless made in writing within ten (10) calendar days from the date of receipt by Supplier of notification of such change. Nothing in this paragraph will excuse Supplier from proceeding with performance of the Purchase Order as modified.

在物品的所有权转移给倍捷连接器之前或服务或工作验收之前的任何时间，倍捷连接器的授权代表可对采购订单的内容进行更改，包括对图纸、设计、规格、包装、交付时间和地点、服务类型和期限、运输方式，通过书面通知供应商并在其后书面确认变更。如该变更影响到供应商履行采购订单所需的成本和时间，则在采购订单中应做出相应的调整。未经倍捷连接器授权代表书面同意，供应方单方面做出的变更将不予承认。除非在收到变更通知后十（10）日内提出书面要求，否则供应商会被视为放弃针对该变更的做出调整。本条款不免除供应商履行更改后采购订单的责任。

7. TERMINATION 订单终止:

- (a) PEI may terminate the Purchase Order at any time for convenience by giving Supplier fifteen (15) calendar days' written notice of termination. Upon termination for convenience, Supplier will, upon receipt of notice from PEI, discontinue all work in connection with such Purchase Order, cease ordering materials therefor, and use its best efforts to cancel any existing orders for materials related to the terminated portion. PEI will consider in good faith any documented request by Supplier for

reimbursement of out-of-pocket costs or expenses incurred in connection with any such termination.

提前十五（15）天给予供应商书面通知后，倍捷连接器可在任何时候终止采购订单。订单终止时，供应方应在收到倍捷连接器的通知后，终止所有与该采购订单相关的工作、停止相关原材料的采购，并尽最大的努力取消相关原材料的现有订单。倍捷连接器会酌情考虑补偿供应商书面要求的有关订单终止的所发生的成本或费用。

- (b) A non-breaching party may terminate the Purchase Order without penalty for the failure of the other party to comply with the Purchase Order by giving that other party thirty (30) calendar days' written notice of the failure to comply, unless such failure is cured within such thirty (30) day period.

若一方未能履约，则对方可终止采购订单而不承担任何罚金，但应提前三十（30）天给予违约方书面通知，除非违约方在三十（30）天内恢复履约。

- (c) Termination of the Purchase Order by PEI will not relieve Supplier of its obligations or liabilities under the applicable provisions of the Uniform Commercial Code.

倍捷连接器对采购订单的终止不免除供应商在《统一商法典》下的相关的责任或义务。

- (d) Upon termination of any Purchase Order, PEI will not be required to make any payments for finished products, work-in-process, or other raw materials fabricated or procured by Supplier in amounts in excess of those authorized for delivery under the Purchase Order nor for any undelivered products which are in Supplier's standard stock or which are readily marketable. For requested reimbursement for production material, PEI will only consider claims supported by PEI Purchase Orders, schedules or forecasts for three (3) weeks of requirements for finished products and five (5) additional weeks for works-in-progress and raw materials. All such claims must be submitted to PEI, if at all, within thirty (30) calendar days of the date of termination. Payments made under this paragraph may not exceed the aggregate price payable by PEI for finished products which would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Except as provided in this paragraph, PEI will not be liable for and will not be required to make payments to Supplier directly or on account of any claims of Supplier's subcontractors for loss of anticipated profit, unabsorbed overhead, interest on claims, product development, or engineering costs and/or facilities, equipment rearrangement costs or rental, unamortized depreciation costs, and/or general and administrative charges from termination of the Purchase Order. Within sixty (60) calendar days of the effective date of termination, Supplier must submit a comprehensive termination

claim to PEI with sufficient supporting data and evidence to permit PEI to audit, and will thereafter promptly furnish such supplemental or supporting information as directed by PEI and will give to PEI, its agents, and/or representatives, the right to audit and examine all books, records, facilities, work material, inventory, products, designs, records, reports, or other items that relate to any termination claim made by Supplier.

采购订单终止时，倍捷连接器不需支付任何采购订单要求数量以外的，或未交付但属于供应商正常库存的，或易于销售的成品、在制品、供应商加工或购买的原料。对要求补偿的生产材料，倍捷连接器只接受采购订单、出货计划和预测中三（3）周内到期的成品和额外五（5）周内到期的在制品和原材料。所有的补偿要求都必须在合同终止后的三十（30）日内向倍捷连接器提交。倍捷连接器支付的补偿总额不超过在采购订单终止之日，供应商未完成的出货计划中全部成品的金额。除非另行约定，倍捷连接器不承担也不被要求向供应商或供应商的分包商支付因采购订单的终止而发生的预期利润损失、待摊费用、索赔的利息、产品开发或工程费用及或机器设备的首置或租赁费用、未计提折旧及或管理费用。订单终止生效后六十（60）天内，供应商应按照倍捷连接器的指示提交附有充足证明文件的详细索赔报告，并授权倍捷连接器、其代理或代表审核和检查所有账本、纪录、设施、加工材料、库存、产品、设计、报告或其它与索赔相关的项目。

8. WARRANTIES 保证条款：

- (a) Supplier warrants that the products, services, and/or work product provided under each Purchase Order are conveyed with good title, free from any competing claims of ownership, security interests, and/or liens and free from any claims of copyright, trademark, patent or other intellectual property infringement.

供应商保证根据采购订单所提供的产品、服务和或工作成果均属有效权属，免责于任何所有权、担保权益及或留置权的声明，且免责于任何版权、商标、专利或其它知识产权的声明。

- (b) Unless otherwise modified elsewhere in these Terms and Conditions, Supplier warrants that, for one (1) year after acceptance by PEI, the products, services, or work product will:

除非本协议另行修改，供应商保证在倍捷连接器验收起的一（1）年内，其产品、服务或工作成果：

- (i) Strictly comply with all of PEI's specifications and instructions (including, but not limited to,

those stated on the Purchase Order) and with any samples furnished by, or supplied to, PEI;

严格遵守倍捷连接器的规格和说明（包括但不限于采购订单内所注明的）和任何倍捷连接器提供的或向倍捷连接器提供的样本；

- (ii) Be free from defects in workmanship and material;

不存在工艺上或物料上的瑕疵；

- (iii) Be fit for the intended purposes for which they are used by PEI;

符合倍捷连接器预期的使用目的；

- (iv) With the variations permitted by the Purchase Order, be of even kind, quantity, and quality within each unit and among all units;

在采购订单的规定范围内，每单位和所有单位都有相同的种类、数量和品质；

- (v) Be adequately contained, packaged, and marked as the Purchase Order may require; and

按照采购订单要求提供适当的内外包装及标识；并且

- (vi) Conform to the written or oral promises or affirmations of fact made by Supplier.

与供应商的书面或口头承诺或既定事实相符。

- (c) Supplier warrants that the rate of failure of products supplied to PEI under these Terms and Conditions shall not exceed two-tenths of one percent (0.2%) for any particular type of products. If the failure rate: (i) exceeds two-tenths of one percent (0.2%) per type of products, Supplier shall provide PEI with assurances reasonably acceptable to PEI that Supplier is aware of the problem and is actively attempting to identify and resolve it, providing PEI with such information regarding Supplier's resolution attempts as PEI may reasonably require; (ii) exceeds five-tenths of one percent (0.5%) per type of products, PEI shall have the right to charge Supplier for the cost to rebuild all products and equipment that use or incorporate the failed products; and (iii) exceeds one percent (1.0%) per type of products, PEI shall have the right to charge Supplier for the cost to rebuild all products and equipment that use or incorporate the failed products as well as all costs and expenses incurred by PEI as a result of returns of produces and/or equipment by PEI's customers, including, but not limited to, all costs and expenses of shipping and retesting such products and equipment and

providing its customers with engineers to requalify such products and/or equipment. The rights set forth in this Section shall be in addition to such other rights and remedies as may be available to PEI at law or in equity.

供应商保证根据本协议所提供的任何产品不超过千分之二(0.2%)的不良率。如果不良率：(i)某种产品的不良率超过千分之二(0.2%)，则供应商应向倍捷连接器提供可接受的合理保证，告知其知悉问题的所在并积极尝试确认和解决，并应倍捷连接器的合理要求提供相关解决方案；(ii)某种产品不良率超过千分之五(0.5%)，倍捷连接器有权向供应商收取重新生产所有用于或装于不良品的产品或设备的成本；(iii)某种产品不良率超过百分之一(1.0%)，则倍捷连接器不但有权向供应商收取重新生产所有用于或装于不良品的产品或设备的成本，而且可以收取所有因倍捷连接器客户退还产品或设备而产生的成本和费用，包括但不限于所有运输费用、产品和设备的重新测试费用、向客户提供工程师以重新认证产品和设备的费用。本条款赋予倍捷连接器在合法的、公平的权利或救济以外的额外补偿权利。

(d) Inspection or testing of or payment for the products, services, or work product shall not affect any of the warranties set forth above.

对产品、服务或工作的检验、测试或付款不影响任何上述的保证条款。

(e) The foregoing warranties shall run to PEI, its successors, assigns, and customers, and the users of its products. Supplier agrees to replace or correct defects of any products or services not conforming to the foregoing warranties promptly, without expense to PEI, when notified of such nonconformity by PEI. In the event of failure by Supplier to correct defects in or replace nonconforming products or services promptly, PEI, after reasonable notice to Supplier, may make such correction or replace such products and services and charge Supplier for any costs and/or expenses incurred by PEI in connection therewith.

上述保证条款应延伸至倍捷连接器及其继承者、受让人、客户及其产品的使用者。在收到倍捷连接器的通知后，供应商同意及时免费更换或维修上述保证条款范围内的不合格产品或服务。如果供应商未能及时响应，则在给予适当通知后，倍捷连接器可自行更换或维修该不合格产品或服务并向供应商收取任何相关的成本和费用。

9. DISCLOSURE AND SPECIAL WARNINGS 披露和特别警告:

珠海倍捷连接器有限公司 珠海市金湾区三灶镇安基东路 524 号 3 号厂房 519040 www.peigenesis.com

PEI Genesis Connectors Zhuhai Ltd. 524 Anji East Road, Building 3, Sanzao Town, Jinwan District, Zhuhai, Guangdong, China 519040

Tel / 电话 : +86 756 7683 088 | Fax / 传真 : +86 756 7683 087 | Email / 电子邮箱 : chinasales@peigenesis.com

Supplier agrees to furnish to PEI, at Supplier's sole cost and expense, material safety data sheets for all items, articles, or services covered by the Purchase Order. In addition, if requested by PEI, Supplier must promptly furnish to PEI, in such form and detail as PEI may direct, a list of all ingredients in the products purchased under the Purchase Order, the amount of each ingredient, and information concerning any changes in or additions to such ingredients. Prior to and with the shipment of products under the Purchase Order, Supplier agrees to furnish to PEI sufficient warning and notice in writing including appropriate labels (Physical, Health Hazard, or otherwise), on products, containers, and packaging of any kind, a statement of hazardous material which is an ingredient or any part of the products under the Purchase Order, together with such special handling instructions as may be necessary to advise carriers or employees of PEI how to exercise any measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of products purchased under the Purchase Order and use of and subsequent disposal of containers and/or packaging of products shipped to PEI under the Purchase Order.

供应方同意自付费用提供采购订单所包括的所有项目、产品或服务涉及的化学品安全说明书给倍捷连接器。另外，如果倍捷连接器要求，供应商应及时按照倍捷连接器指定的格式和明细，提供采购的产品中所有使用的原材料清单、每种原材料的份量及原材料相关的任何变更或附加的信息。供应商同意在订单出货前或出货时，提供给倍捷连接器充分的书面警示和通知，包括在产品、容器和任何形式的包装上的适当的标签（身体、健康危险因素或其它），采购订单产品中所含有或是原料的任何危险物质的说明，连同处理这些危险物质的合适方法，为了能够使倍捷连接器的承运方或其雇员采取合适的系数在对采购订单下的物品处理中、运输中、配置中、使用中、清理中以最有效的措施防止人身或财物的伤害。

10. RIGHT OF ACCESS 出入权:

PEI reserves the right of access to Supplier's facilities with reasonable notice. In addition, PEI reserves the right of access by PEI, PEI's customer and regulatory authorities to the applicable areas of Supplier's facilities, at any level of the supply chain involved in the order, and to all applicable records.

倍捷连接器保留在适当通知后进入供应商设施的权利。此外，针对供应商及其与订单有关的任何一级

供应链，倍捷连接器保留倍捷连接器、倍捷连接器的客户和监管部门进出相关区域和查看相关记录的权利。

11. NON-CONFORMING PRODUCTS 不合格产品:

(a) Supplier is not authorized to deliver any material which deviates from the requirements specified on Purchase Order. Such nonconformance must be identified, in writing, to PEI for approval prior to shipment. Supplier shall cooperate with the Corrective Action Process of PEI, which includes root-cause investigation and corrective action implementation and associated documentation, when it is determined that the Supplier is responsible for the non-conformity.

供应方不得交付任何不符合采购订单要求的材料。任何不合格品必须在出货前识别出来，书面通知倍捷连接器并得到批准。如果确定是供应商的责任，供应商应配合倍捷连接器的改善行动，包括分析根本原因，实施改善行动和提交相关文件。

(b) PEI is not required to perform incoming inspections of any products, and Supplier waives any right to require PEI to conduct any such inspections. Supplier will not substitute any product (or any materials or subcomponents incorporated in the products) unless PEI consents in writing. If PEI rejects any product as non-conforming, then PEI may, at its option: (a) reduce the quantities of products ordered by the quantity of non-conforming product; (b) require Supplier to replace the non-conforming products at Supplier's cost and expense; and (c) exercise any other applicable rights or remedies. If Supplier fails to inform PEI in writing of the manner in which Supplier desires that PEI dispose of non-conforming products within forty-eight (48) hours of notice of PEI's rejection of non-conforming products (or such shorter period as is reasonable under the circumstances), then PEI will be entitled to dispose of the non-conforming products without liability to Supplier; provided, however, that in any event PEI may elect to arrange for the shipment of any non-conforming products back to Supplier at Supplier's cost and expense. Supplier will bear all risk of loss with respect to all non-conforming products and will promptly pay or reimburse all costs incurred by PEI to return, store, or dispose of any non-conforming products. PEI's payment for any non-conforming products will not constitute acceptance by PEI, limit or impair PEI's right to exercise any rights or remedies, or relieve Supplier of responsibility for the non-conforming products.

倍捷连接器无需进行进料检查，且供应商也无权要求倍捷连接器进行来料检查。除非倍捷连接器另行

书面同意，供应商不可替换任何产品（或任何原料或零件）。如拒收不合产品，则倍捷连接器可选择：
(a) 从采购订单中扣减不合格品的数量；(b) 要求供应商自付费用替换不合格产品；或(c) 行使其它适当权利或救济方式。如果供应商收到拒收不合格产品通知后的48小时内（或合理的更短时间）未能书面告知倍捷连接器如何处置不合格产品，则倍捷连接器有权自行处理并不承担任何责任；但是倍捷连接器也可能选择由供应商承担费用将不合格品退回。供应商承担所有不合格品损失的风险并应及时支付倍捷连接器因退回、存放或处置不合格品而产生的所有费用。倍捷连接器对任何不合格品的付款不代表倍捷连接器接受该不合格品，限制或减少倍捷连接器寻求补偿或救济的权利，亦不免除供应商对不合格品的责任。

12. CERTIFICATE OF CONFORMANCE (CoC) 合格证:

A CoC signed by Supplier's quality assurance representative must accompany each lot of material and/or parts shipped to PEI. The CoC will indicate that the parts or materials supplied against the Purchase Order meet all drawing **and/or all Purchase Order requirements**. 由供应商品质保证代表签发的合格证应随每批出货的材料或零件发往倍捷连接器。该合格证将表明该零件或材料符合所有图纸和或采购订单的要求。

13. RECORD RETENTION 记录的保存:

Supplier shall maintain records of all inspections and tests performed on representative lots/material delivered to PEI and records of all incoming materials acceptance documentation. PEI reserves the right to request or review at Supplier's facilities any inspection or test records used to form the basis of acceptance. All inspection records and/or certifications must be retained for a period of seven (7) years from date of shipment, unless otherwise specified in the Purchase Order.

供应商应保留所有发运给倍捷连接器的产品的抽样检验和测试记录及所有来料检验文件。倍捷连接器保留要求提供或在供应商处查看作为验收的标准相关检验和测试记录的权利。除非采购订单另行约定，自出货日起计，所有检验记录和或证书必须保存七（7）年。

14. ELASTOMERIC MATERIAL AND SHELF LIFE ITEMS 高弹性材料和保质期物品：

Materials shall be new and unused and Cure/Manufacturer Date information shall be enclosed with

each shipment. A minimum of 80% of the total shelf life of the product following manufacture must remain upon PEI's receipt, or products will be rejected in whole or in part at the discretion of PEI and at Supplier's expense.

材料应为全新未被使用过，并在交付时随附保存期或生产日期的信息。在收货时，产品的有效期至少为制造商承诺有效期的百分之八十（80%），否则倍捷连接器将所有或部分产品退回，并由供应商付费。

15. COUNTERFEIT PARTS PREVENTION 伪劣产品预防:

Supplier will ensure that only new and authentic materials are used in products delivered to PEI. Supplier shall have a counterfeit parts control plan that documents its processes used for risk mitigation, disposition, and reporting of counterfeit parts that complies with AS5553 Counterfeit Parts Detection.

供应商保证交付给倍捷连接器的产品只使用全新和可靠的材料。供应商应制定符合AS5553假冒伪劣产品识别的控制计划，以定义其用于降低风险、处置和报告假冒伪劣产品的流程。

16. CONFIGURATION CONTROL 技术状态管理：

(a) Supplier agrees not to make any changes in materials, processes or design details without prior written approval of PEI. If such approval is granted, all part numbers and the originals of all drawings and data shall be revised accordingly. Supplier will flow down the above requirement to all of its sub-tier subcontractors and suppliers.

供应商同意未经倍捷连接器书面批准不对材料、工艺和设计的细节进行更改。如果得到批准，所有的零件编号、原始图纸和数据都应作出相应的更新。供应商会将上述要求传达给下级分包商和供应商。

(b) Supplier shall provide to PEI written notice, in a format and with content acceptable to PEI in its sole discretion, of any proposed changes to Supplier's manufacturing process(es), material(s), and/or manufacturing location(s), and Supplier shall provide such notice to PEI at least ninety (90) calendar days prior to Supplier's execution of any such proposed change(s). If any such proposed changes are implemented by Supplier prior to its receipt of any Purchase Order from PEI, then Supplier shall immediately notify PEI upon receipt of the applicable Purchase Order. PEI expressly reserves the

right to cancel, without liability or penalty, any Purchase Order, if PEI determines, in PEI's sole discretion, that any such changes will not comply or otherwise meet PEI's requirements for the products ordered.

供应方应以倍捷连接器可接受的格式和内容将任何生产工艺、材料及或生产地点的变更方案书面通知倍捷连接器，而且应至少在变更实施九十（90）天前发出通知。如果该变更是在收到倍捷连接器的采购订单之前实施的，则供应商应在收到采购订单后立即通知倍捷连接器。如果认为该变更导致所采购的产品不符合或不能达到采购订单的要求，倍捷连接器保留取消采购订单并不应承担任何责任或赔偿的权利。

17. CONFLICT MINERALS 冲突矿产:

In accordance with Section 1502 of the 2010 USA Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), it is PEI's policy and expectation of its suppliers to use due diligence to comply with the legal requirements imposed by the Act, and to provide products free of Conflict Minerals. "Conflict Minerals" refer to cassiterite (tin SnO₂), columbite-tantalite (tantalum), gold, wolframite (tungsten) or their derivatives mined in the Democratic Republic of the Congo and surrounding countries. "Due diligence" means the standard adopted by the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Upon request, Supplier shall provide PEI with all required evidence that its products do not contain or include any Conflict Minerals.

根据《2010年多德—弗兰克华尔街改革与消费者保护法案》（以下简称《Dodd-Frank法案》）的第1502条款，PEI的政策及期望是供应商通过尽职调查来满足《Dodd-Frank法案》的法定要求，并且所提供的产品不含冲突矿产。“冲突矿产”是指在刚果民主共和国及周边国家和地区开采的锡石（锡SnO₂）、铌钽铁矿（钽）、金、钨锰铁矿（钨）或其衍生品。“尽职调查”是指经济合作与发展组织（“OECD”）受冲突影响和高风险地区矿业责任供应链尽职调查指导方针所采用的标准。如被要求，供应商应向PEI证明其产品不含有或不包括任何冲突矿产。

18. COMPLIANCE WITH LAWS 遵守法律:

- a. Supplier will comply with all applicable federal, state, and local laws, rules, regulations, orders, guidelines, standards, limitations, controls, prohibitions, and/or other requirements that are contained

in, issued under and/or otherwise adopted pursuant to any such laws relating to the services, manufacture, production, labeling, sale and/or shipment of the products, all applicable state and local laws, rules, and regulations pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar state and local laws, rules, and/or regulations.

供应供应商应遵守所有与产品的服务、生产、制造、标识、销售或运输相关的法律中所包含的、实施的或采用的国家和地方的法律、法规、条例、决议、指引、标准、限制、管制、禁令或其它要求，包括所有适用的有关公平就业，禁止年龄、肤色、性别、身体或智力障碍、种族、国籍、宗教或信仰歧视，或其它类似的国家和地方的法律、法规和条例。

- b. Among other things, this provision specifically applies to the laws for the marking country of origin on all products supplied under the requirements of the Purchase Order. Further, Supplier represents that it will at all times comply with such applicable laws, and wherever necessary, will render immediate effect to such applicable laws and, further, when asked or directed by PEI, will furnish proof of such compliance.

此外，本条款适用于所有按采购订单要求供应的产品标注原产地的法律规定。供应商表明在任何时间都会遵守适用的法律；在必要时，相关法律会立即生效；应倍捷连接器的要求，供应商将提供合规证明。

- c. The laws of the P. R. China apply to the performance and interpretation of the Purchase Order without reference to its choice of law rules. Any provision required to be included in a contract of a type similar to the Purchase Order by any applicable and valid executive order, state, or local law, ordinance, rule, or regulation is deemed to be incorporated into the Purchase Order. Unless otherwise agreed to by Supplier and PEI in writing, there is excluded from all Purchase Orders (including any amendments or changes thereto) the application of the United Nations Convention on Contracts for the International Sales of Goods.

如果采购订单中没有注明适用法律，则将适用中华人民共和国法律。根据适用的有效行政命令、国家及地方的法律、法规、条例、规定中所要求包括在与采购订单相似的任何条款皆被视为采购订单的一部分。除非供应商与倍捷连接器另行书面协议，《联合国国际货物销售合同公约》不适用于任何采购订单（包括其后的任何修正或更改）。

- d. PEI observes a zero tolerance towards slavery and human trafficking in all of our operations and in those of subcontractors, suppliers and agents in our global supply chain. Supplier will be equally committed and will warrant that they have thoroughly investigated its labor practices and those of its supply chain, to ensure that there is no slavery or forced labour used anywhere in their organization or by any suppliers or subcontractor to their organization. The supplier confirms that they have put in place all necessary processes, procedures, investigations and compliance systems to ensure that this situation will continue to be the case at all times and they are fully compliant with the Federal Acquisition Regulation, the Defense Federal Acquisition Regulation, the California Civil Code, the UK Modern Slavery Act 2015 and any other applicable anti-slavery and human trafficking laws applicable.

倍捷连接器禁止日常工作中或以及全球范围内所有的外包商，供应商和办事处存在奴隶和贩卖人口的现象。供应商需要承诺并保证彻底调查他们自己和供应链的所有劳工条例，确保他们自己，下一级的供应商或者外包商没有奴隶人口或者强迫劳动的现象。供应商确认已经制订所有的程序，流程，调查和履约体制，确保不会发生奴隶和贩卖人口的现象，并保证这些体制符合联邦采购条例，国防联邦收购监管条例，加州民法，2015年英国现代奴隶制的法案以及所有反奴隶及反贩卖人口条例。

- e. PEI take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships. The supplier shall ensure that all of its business activities are conducted in compliance with the US Foreign Corrupt Practices Act of 1977 , the UK Bribery Act 2010 and the laws and requirements of all countries or territories in which the Supplier operates, including all anti-bribery and corruptions laws. The supplier shall omit to do any act that will cause or lead PEI to be in breach of the US Foreign Corrupt Practices Act of 1977 , the UK Bribery Act 2010 and/or any other applicable anti-bribery and/or anti-corruption laws or regulations. The supplier shall not receive or agree to receive from any person or offer to agree to give to any person or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or showing favor or disfavor to any person in relation to their agreement / contract with PEI. Any breach of this clause by the supplier shall entitle PEI to immediately terminate their agreement/ contract and to recover from the supplier the amount of any loss resulting from such termination. Further, and without prejudice to the foregoing and/or any other remedy it may have, if PEI has reasonable grounds to believe that any of the Supplier's personnel has committed a fraud or malpractice and/or

otherwise acted in breach of the US Foreign Corrupt Practices Act of 1977 or the UK Bribery Act 2010, PEI may, in its sole discretion: (a) suspend the Services; and/or (b) withhold payment of any sums falling due to the supplier. To the extent permitted by law the supplier shall indemnify PEI against any damages, losses, costs expenses (including but not limited to legal expenses) or any other liabilities arising or incurred by PEI as a result of any breach of this clause and/or any applicable laws, including but not limited to any breach of the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010

倍捷连接器禁止禁止在任何业务来往中有任何的贿赂和腐败行为，并保证专业，公平和诚信。供应商应保证他们所有的商业行为符合美国海外反腐败法案1977，英国反贿赂法2010以及供应商所在国家和地区的法律法规要求，包括反贿赂和贪污法律。供应商应防止任何导致倍捷连接器违反美国海外反腐败法案1977，英国反贿赂法2010以及其他适用的反贿赂和反贪污法律和规定。供应商不能接受或同意接受，或同意给予任何人礼物或等同于做或不做任何事情，赞成或不赞成任何和倍捷连接器合约、合同相关的人的奖励。倍捷连接器有权在供应商有任何违反此条款时立即终止合约，合同以及要求供应商对因此终止导致的损失进行赔偿。此外，在不损害前述和/或任何其他补救措施的情况下，如果倍捷连接器有合理理由相信供应商的任何人员有欺诈或不法行为，和/或其他违反美国外国腐败行为法案1977和英国反贿赂法2010的行为，倍捷连接器有权单方面决定：（a）暂停服务，和/或（b）保留任何到期的供应商付款，以赔偿倍捷连接器因违反本条款或任何适用的法律，包括但不限于任何违反美国的外交腐败行为的1977和英国的贿赂行为2010的任何损害、损失，成本费用（包括但不限于法律费用）或其他相关责任。

19. EXPORT CONTROL 出口管制:

Supplier shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774. Supplier shall obtain all required export licenses or agreements as applicable.

供应商应遵守所有美国出口管制相关的法律法规，包括但不限于，美国法典第22编第2751-2794节《武器出口控制法案》，联邦法规第22编第120节《国际军火交易条例（ITAR）》，美国法典第50编第2401-2420节《出口管理法案》及联邦法规第15编第730-774节《出口管理条例》。供应商应取得所有

必需的出口许可或协议。

20. CONFIDENTIALITY AND PUBLICITY 保密与公开：

- (a) Under these Terms and Conditions, either party may have or may be provided access to the other's confidential information and materials (collectively, "Confidential Information"). Each party agrees to maintain the other party's Confidential Information in accordance with these Terms and Conditions and any separate confidentiality or nondisclosure agreement previously or subsequently entered into between PEI and Supplier. In the absence of such a confidentiality or nondisclosure agreement, at a minimum, each party agrees to maintain the other party's Confidential Information in confidence and limit disclosure to a need-to-know basis, to take all reasonable precautions to prevent unauthorized disclosure, and to treat such Confidential Information as it treats its own information of a similar nature (but with not less than a reasonable degree of care), until such Confidential Information becomes publicly available through no fault of the nondisclosing party. Supplier's employees who access PEI's facilities may be required to sign a separate nondisclosure agreement prior to admittance to PEI's facilities.

根据本协议，任何一方都可能向对方提供或得到对方的机密信息或资料（统称“机密信息”）。双方同意，根据本协议和倍捷连接器与供应商在本协议之前或之后签订的单独保密协议，对对方的机密信息保密。若未签订保密协议，双方至少对对方机密信息进行适当保密及仅按需要有限度的披露相关机密信息，采取一切合理的措施防止未经授权的披露，并采取和处理己方的机密信息一样的方法处理对方的机密信息（但不应低于合理程度的谨慎），直至有关机密信息在双方都无泄密的情况下被公之于众。供应商的雇员在获准进入倍捷连接器设施之前会被要求另行签署保密协议。

- (b) The parties agree that neither shall disclose the existence of these Terms and Conditions or any Purchase Order, nor any of the details or the existence of the relationship created by these Terms and Conditions or any Purchase Order, to any third party without the specific prior written consent of the other. If disclosure of these Terms and Conditions or any Purchase Order is required by any applicable law, rule or regulation, or is compelled by a court or governmental agency, authority or body, then: (i) the parties shall use all legitimate and legal means available to minimize the disclosure to third parties of these Terms and Conditions or any Purchase Order, including, but not

limited to, seeking a protective order; (ii) the disclosing party shall inform the other party at least ten (10) business days (*i.e.*, not a Saturday, Sunday or a day on which banks are not open for business in the geographic area in which the nondisclosing party's principal office is located) in advance of the disclosure; and (iii) the disclosing party shall give the other party a reasonable opportunity to review and comment upon the disclosure, and any request for a protective order pertaining thereto, prior to making such disclosure. The obligations stated in this Section shall survive any expiration, fulfillment, or termination of these Terms and Conditions or any Purchase Order.

双方同意，未经对方事前书面明确同意，不得向第三方透露本协议或任何采购订单及其细节或因此而建立的合作关系。若根据适用的法律、法规、规定或按照法院、政府机关、部门或机构的要求披露本协议或采购订单，则：(i) 双方应采取所有合法和正当的措施以最小程度向第三方披露，包括但不限于申请保护令；(ii) 披露方应至少在信息披露前的十个工作日（即非周六、周日或非披露方注册办公室所在地银行的非营业日）通知非披露方；(iii) 在披露前，披露方应给予对方适当的机会审核和讨论披露内容，及申请相关保护令。本条款在协议和采购订单到期、完成或终止时仍然有效。(c) If the parties previously entered into one or more separate confidentiality agreements or nondisclosure agreements (each, a “Confidentiality Agreement”), such Confidentiality Agreement(s) shall be and remain in full force and effect as provided therein. In the event of any conflict between the terms of this Agreement and the terms of any such Confidentiality Agreement, the terms of such Confidentiality Agreement shall control.

如双方在此前有签订一项或多项单独保密协议（均称为“保密协议”），则此类保密协议仍然有效。若本协议的任何条款与前述保密协议相冲突，则以后者为准。

21. FORCE MAJEURE 不可抗力:

Except for payment of sums due, neither party will be liable to the other nor deemed in default under the Purchase Order if and to the extent that such party's performance of the Purchase Order is prevented by reason of Force Majeure. The term "Force Majeure" means an unforeseeable occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; wildcat strikes; armed services and National Guard mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; failures or refusals to

act by government authority; and/or other similar occurrences beyond the reasonable control of the party declaring Force Majeure which such party is unable to prevent or avoid by exercising reasonable diligence.

除了到期应付款项，如果任何一方在执行采购订单过程中受到不可抗力因素影响而未能完成履约，当事方不承担责任也不被视为违约。“不可抗力”是在当事方无过失无疏忽的情况下，发生其无法控制无法预见的事件。除此之外，“不可抗力”包括自然灾害、公敌行为、恐怖行为、战争、骚乱、罢工、军事和国民警卫队动员、劳资纠纷、动乱、火灾、水灾、工厂关闭、禁令干预行动、政府拒绝或未能介入、及或任何其它当事方尽合理努力后仍然无法预防无法避免无法控制的相似事件。

22. INDEMNIFICATION 赔偿:

(a) To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless PEI, its parent and affiliated companies, and their respective directors, officers, officials, employees, agents, volunteers, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including, but not limited to, reasonably attorneys' fees and court costs) relating to or arising from: (i) any acts, errors, mistakes, omissions, work or service (howsoever arising, including, but not limited to, by reason of negligence, gross negligence, intentional misconduct, breach of warranty, defect in design, material, workmanship, or otherwise, and even though strict liability may be claimed) of Supplier, its officers, officials, employees, agents, volunteers, successors, and/or assigns, or any tier of Supplier's subcontractors and/or suppliers in the performance of the Purchase Order, directly or indirectly caused by, incident to, or growing out of any defects in the design, manufacture, or materials used in the products, negligence in the manufacture or provision of any products supplied or the performance of any services hereunder; and (ii) any actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other proprietary right arising out of the use or sale by PEI or PEI's customers of any product or service provided under any Purchase Order. The amount and type of insurance coverage requirements set forth in these Terms and Conditions will in no way be construed as limiting the scope of indemnification under this paragraph.

针对以下情形：(i) 供应商或其职员、主管、雇员、代理人、志愿者、继承者、受让人或其任何分包商或供应商在执行采购订单时，因设计、生产或产品所用原材料的缺陷，生产或提供产品和服务的过程

中的疏忽或过失，直接或间接所引起的任何行为、差错、过失、疏忽、工作或/服务（包括但不限于因过失、重大过失、故意违规、违反承诺、设计、材料和工艺的缺陷，尽管可能出于严格的赔偿责任）；

(ii) 因倍捷连接器及其客户对采购订单所提供的产品或服务的使用或销售，所引起对专利、版权、商业秘密、商标、掩膜作品或其他所有权的，实际的或被控的侵权；供应商将在法律允许的最大范围内，对倍捷连接器、其母公司、其关联公司、及各公司的董事、职员、主管、雇员、代理人、志愿者、继承者和受让人提供保护、赔偿和使其免于，任何或全部索赔、伤害、损失、支出和费用（包括但不限于合理的律师费和诉讼费）。本协议所定义的保险额度和范畴不应理解为本条规定的赔偿限制。

- (b) Supplier further agrees to pay the settlement of any and all such claims, and the defense of any and all actions, suits, and/or legal proceedings of any kind brought to enforce any such claim or claims, and to pay all judgments entered in any such claim, suit, or legal proceeding, and all reasonable costs of attorneys' fees and/or other expenses related thereto. Supplier agrees that, in any instance where such claims in any way affect PEI's interests under a Purchase Order or otherwise, Supplier will not consummate any settlement without PEI's prior written consent. Supplier's indemnification obligation herein will continue in full force and effect notwithstanding the fulfillment, termination, or expiration of any Purchase Order.

同时，供应方同意支付所有相关赔偿的和解金，为任何强制执行此类索赔的诉讼、法律程序辩护，所有索赔、诉讼、法律程序的审判，所有合理律师费和其它相关支出等。供应方同意如果索赔的结果会对PEI在采购订单下的利益有任何影响，则供应方不应在没有PEI事先书面同意的情况下擅自达成和解。即便采购订单已被履行、终止或到期，供应方在本协议项下的赔偿责任仍持续有效。

供应商同意支付任何索赔，和任何对此类索赔强制性执行的起诉、诉讼、法律程序的辩护费用，支付所有索赔、诉讼、法律程序的审判，和所有合理的律师费用和其它相关费用。在任何情况下，如果索赔影响倍捷连接器的采购订单或其它的任何利益，供应商同意在没有获得倍捷连接器事先书面同意的情况下不擅自和解。即使采购订单已完成、终止或到期，供应商在本条款的赔偿责任仍然有效。

23. PROPERTY RIGHTS 财产权：

All tools, equipment dies, gauges, models, drawings, supplies, fixtures, molds, patterns, or other materials furnished by PEI to Supplier or made by Supplier for the purpose of the Purchase Order, or that are paid for by PEI, and all replacements thereof and materials fixed or attached thereto, are

and will remain the property of PEI, and shall: (i) be kept confidential; (iii) be used by Supplier exclusively for PEI's orders; (iv) be clearly marked as PEI's property and segregated when not in use; (v) be kept in good working condition at Supplier's sole cost and expense; and (vi) be shipped or delivered to PEI promptly on demand. To the extent that Supplier may own any rights therein, Supplier hereby assigns and transfers all such rights to PEI. Supplier will bear all risk of loss or damage to PEI's property.

就PEI提供给供应方的、供应方为采购订单所制造的或由PEI所支付的所有工具、模具设备、测量仪器、模型、绘图、物资、夹具、模子、图案或其它材料及其所有替换零件配件、固定于/所附的物料都归PEI所属并持续归PEI所属，并且应：(i) 被保密；(iii) 只为用作PEI采购订单；(iv) 清楚标识为PEI财产并在非使用期独立存放；(v) 保持完好工作状态并由供应方单独承担相关费用；(vi) 在PEI需要及时按要求发货或交付。如供应方存在任何相关权益，供应方都在此将该权益全部让与和转让给PEI。供应方承担对PEI财产的所有损失或损害风险。

倍捷连接器向供应商提供的、供应商为采购订单所制造的，或由倍捷连接器付款的，所有工具、设备、模具、测量仪器、模型、图纸、用品、夹具、图案或其它材料及其所有替换零配件、附着的或连接的零件都属于倍捷连接器财产，并且应：(i) 被保密；(ii) 只被用于倍捷连接器采购订单；(iii) 清楚标识为倍捷连接器资产，并在未使用时单独保管；(iv) 保持良好工作状态，由供应商承担费用；(v) 在倍捷连接器要求时，及时发货或交付。如果对此拥有任何相关权益，供应商将该权益全部授予和转让给倍捷连接器。供应商承担所有倍捷连接器资产损坏或灭失的风险。

24. RIGHTS AND REMEDIES 权利与救济:

All rights and remedies of PEI are cumulative and do not exclude any remedies allowed by law. The failure by PEI to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of PEI's rights hereunder to enforce each and every other term contained herein. The failure by PEI to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein. Waiver of any breach will not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor will not waive any breach.

倍捷连接器所有的权利与救济措施都是累加的，且不排除任何法律允许的救济。倍捷连接器未执行本协议的任何条款不构成也不应被视为放弃执行部分或全部其它条款的权利。倍捷连接器未严格执行本

协议的任何条款不构成对其后违约行为的免责。对任何违约行为的免责不构成对同一条款或其它条款任何其它违约行为的免责。对任何物品的接收或支付不免除违约责任。

25. CERTIFICATION 资质:

Supplier certifies that it is an independent contractor and not a partner with PEI for any purpose, provides services to other customers, maintains insurance, sets its own priorities on time and hours of work, provides its own supplies, and determines the means of delivering the products and/or services.

供应商保证其是一个独立的承包商，而非倍捷连接器任何形式的合伙人，为其它顾客提供服务，参加保险，设定自己工作时间的优先次序，保障供给及决定产品和或服务的运输方式。

26. ANTI-KICKBACK ACT 反回扣法案 :

By accepting a Purchase Order, Supplier represents, covenants, and warrants to and with PEI that Supplier and all subcontractors below Supplier are in full compliance with the Anti-Kickback Act of 1986 and amendments thereto (the "Anti-Kickback Act"). Supplier further agrees to indemnify, defend, and hold harmless PEI, its parent and affiliated companies, and their respective directors, officers, officials, employees, agents, volunteers, successors, and assigns from any violation of the Anti-Kickback Act by Supplier or any subcontractors below Supplier. All defined terms set forth in the Anti-Kickback Act shall apply to this paragraph.

供应商接受采购订单即向倍捷连接器表示、承诺和保证，供应商及其所有分包商均会严格遵守《1986反回扣法案》及其修正案（简称“反回扣法案”）。若供应商或分包商违反反回扣法案，供应商同意对倍捷连接器及其母公司、关联公司、各公司的董事、职员、主管、雇员、代理、志愿者、继承者和受让人进行赔偿、保护以使他们免受损失。本条适用所有反回扣法案的条款。

27. CUSTOMS CLEARANCE 清关 :

Upon Buyer's request, Supplier shall promptly provide Buyer with a statement of origin for all products and with applicable customs documentation for products wholly or partially manufactured outside of P.R. China.

如买方要求，供应商应尽快提供所有产品的原产地文件，全部或部分在中国境外制造产品的相关清关



资料。

28. SEVERABILITY 可分离条款：

If any provision in a Purchase Order should, under applicable law, in whole or in part, be held invalid, illegal, unenforceable, or void, such invalidity, illegality, unenforceability, or voidness will in no event affect the applicability of any other provisions of the Purchase Order, including, but not limited to, these Terms and Conditions.

如果采购订单中的任何条款的全部或部分根据适用法律被认为无效、违法或不能执行，则此无效、违法或不能执行的部分不影响采购订单中其它条款（包括但不限于本协议）的适用。