GE RENEWABLE ENERGY TERMS OF PURCHASE REV. A – CHINA – OFW Business

通用电气可再生能源业务集团采购条款 A 版-中国 – 海上风电业务

(Revision made on 5 November 2021

（2021 年 11 月 5 日修改）

1. ACCEPTANCE OF TERMS. Supplier agrees to be bound by and to comply with all terms set forth herein and on the purchase order ("PO") to which these terms are attached or are incorporated by reference (each as amended or supplemented, and together with any specifications and other documents referred to herein or on the PO, collectively, this "Order"). This Order is an offer to purchase the goods and/or services (including any required documentation) described therein. This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. **Acceptance of this Order is expressly limited to the terms of this Order.** Buyer hereby notifies Supplier in advance that Buyer objects to any terms and conditions included with Supplier's quotation, invoice or other document which are additional to or different than the terms of this Order, and none of such additional or different terms shall be part of the contract between Supplier and Buyer, unless specifically accepted by Buyer in writing. This Order shall be irrevocably accepted by Supplier upon the earlier of: (a) Supplier's issuing any acceptance or acknowledgement of this Order; or (b) Supplier's commencement of the work called for by this Order in any manner. The terms set forth in this Order take precedence over any additional or different terms in any other document connected with this transaction unless such additional or different terms are: (a) part of a written agreement ("Agreement"), which has been negotiated between the parties and which the parties have expressly agreed may override these terms in the event of a conflict; or (b) set forth on the PO to which these terms are attached. In the event these terms are part of an Agreement between the parties, the term "Order" used herein shall mean any purchase order issued under the Agreement.

接受条款。供应商同意接受并遵守本文件规定的及采购订单（"采购订单"）中所附或援引的（本文件或采购订单援引的经修订或补充的包含任何技术规格或其他文件在内的每份文件，统称为本"订单"）所有条款。本订单是采购其中描述的商品和/或服务（包括任何要求的文件）的要约。即使本订单引述供应商的任何出售、报价或其他提议的要约，亦不应当构成对该等要约的接受。**接受本订单即明确接受本订单条款的约束。**买方就此提前通知供应商，买方拒绝接受供应商报价、发票或其他文件中的对本订单条款补充或变更的任何条款和条件，且除非买方以书面形式明确接受，该等补充或变更条款不构成供应商和买方之间的合同组成部分。供应商在以下任一条件较早发生时不可撤销地接受本订单：(a) 供应商出具对本订单的接收或确认函；或(b) 供应商以任何形式开始履行本订单项下的义务。本订单项下的条款优先于与本交易相关的任何其他文件中规定的任何补充或变更条款，除非该等补充或变更条款是：(a)双方经协商且明确约定存在冲突时以该等条款为准的一份书面协议（"协议"）的组成部分；或(b)在采购订单中规定附加的条款。若该等条款是双方间的一份协议的组成部分，本文件使用的术语"订单"包括该等协议项下出具的任何采购订单。

2. PRICES, PAYMENTS AND QUANTITIES.

价格、付款及数量。

2.1 *Prices*. All prices are firm and shall not be subject to change. Supplier's price includes all taxes, fees and/or duties applicable to the goods and/or services purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to charge value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Supplier warrants the pricing for any goods or services shall not exceed the pricing for the same or comparable goods or services offered by Supplier to third parties. Supplier shall promptly inform Buyer of any lower pricing levels for same or comparable goods or services, and the parties shall promptly make the appropriate price adjustment. In addition, the parties agree that if Buyer receives from a third party a competitive offer (including, without limitation, a competitive offer to provide goods and/or services pursuant to one or more terms (including, without limitation, price, term, volume, quality, performance, freight and/or payment terms)) that is more favorable to Buyer (the "**Favorable Terms** ") than the terms then in effect under this Order or the PO, Buyer shall provide Supplier a written notice on Buyer letterhead signed by an authorized Buyer representative with sufficient information to allow the Supplier to provide Buyer with a competitive counter offer. If the Supplier does not provide within fourteen (14) days following the receipt by the Supplier of Buyer's notice of such competitive offer on Favorable Terms, Buyer may, at its option and in its sole discretion, terminate this Order or the PO already placed with the Supplier for the goods and/or services without any liability and purchase such goods and/or services from such third party on such Favorable Terms or accept an offer from the Supplier to meet such Favorable Terms for the quantity subject to the third-party offer. There is no limit to the number of times that Buyer may exercise its rights under this section during the term of this Agreement.

价格。 所有价格都是固定的且保持不变。供应商的价格包括所有税款、费用和/或适用于本订单项下所购产品和/或服务的关税；但前提是，买方可就任何增值税获得补偿，且国家和地方销售、使用、消费税和/或特权税（如适用）不应包含在供应商价格中，而应在供应商的发票中单独列明。如果供应商有收取增值税和/或类似税款的法律义务，供应商应按适用的规则向买方出具发票以使买方可以抵扣该等税款。任何一方都不对另一方的所得税或其员工或承包商的所得税负责。如果买方有代扣供应商应纳税的法律义务，买方应从向供应商所作的付款中扣除该等税款，并向供应商提供抬头为供应商名称的有效报税收据。如果供应商就代扣的税款享有免收或降低税率的资格，供应商应在付款到期日之前至少三十（30）天向买方提供有效的税务住所地证明或其他要求的文件。供应商承诺任何产品或服务的价格不得超过供应商向第三方提供相同或同等产品或服务的价格。供应商应当及时就相同或同等产品或服务的任何较低定价水平通知买方，且双方应及时作出适当的价格调整。此外，双方同意，如果买方从第三方收到竞争性报价，该竞争性报价下提供货物和/服务的一种或多种条件（包括但不限于价格、期限、数量、质量、性能、运输和/或付款条件）比本订单或采购订单下届时的条款对买方更优惠（"优惠条件"），买方应向供应商发出书面通知，该书面通知应写在买方抬头的信笺上，由买方的授权代表签署，且应包含足够的信息使供应商能向买方提供竞争性反报价。如果供应商在收到买方的优惠条件的竞争性报价通知后十四（14）天内未向买方提供竞争性反报价，买方可以单方面自由选择且自行决定终止向供应商已经下达的货物和/或服务的订单或采购订单（并无需承担任何责任），从第三方以优惠条件购买该等货物和/或服务，或接受供应商以等同于第三方报价中的优惠条件提供相同数量的货物和/或服务的要约。在本协议的有效期内，买方根据该条款行使其权利的次数不受任何限制。

2.2 *Payment Terms.*

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付款条款。

(a) Standard Terms. The ordinary net date ("**Net Date**") shall be one hundred and fifty 150 days after the Payment Start Date. The "**Payment Start Date**" is the later of received date of goods and/or services in Buyer's receiving systems and the date of receipt of valid invoice by Buyer, or an earlier date as determined by Buyer in its sole discretion. The received date of the goods and/or services in Buyer's receiving system shall occur: (i) in the case where the goods are shipped directly to Buyer and/or services are performed directly for Buyer, with respect to such goods, within forty-eight (48) hours of Buyer's physical receipt of the goods at its dock and with respect to such services, within forty-eight (48) hours of Supplier's completion of the services; (ii) in the case of goods shipped directly to: (A) Buyer's customer or a location designated by Buyer's customer ("**Material Shipped Direct**" or "**MSD**"); or (B) a non-Buyer/non-customer location to be incorporated into MSD, within forty-eight (48) hours of Supplier presenting Buyer with a valid bill of lading confirming that the goods have been shipped from Supplier's facility; (iii) in the case where goods are shipped directly to or services are performed directly for a third party in accordance with this Order, with respect to such goods, within forty-eight (48) hours of Buyer's receipt of written certification from the third party of its receipt of the goods and with respect to such services, within forty-eight (48) hours of Buyer's receipt of written certification from the third party of Supplier's completion of the services. Interest on late payment, if charged, shall be at the lowest possible rate permissible under applicable law.

标准条款。 通常的净日期（"**净日期**"）应当为付款起始日期后的第一百五十（150）天。**付款起始日期**是指买方接收系统中产品和/或服务的接收日期或买方收到正式发票的日期（以晚发生者为准）、或买方自行确定的其他更早的日期。买方接收系统中就产品和/或服务的接收日期应在下列情况产生：(i)在产品直接向买方交付和/或服务直接向买方履行的情况下，就该等产品而言，买方在其码头实际收到产品后的四十八（48）小时内，以及就该等服务而言，供应商完成服务后的四十八（48）小时内；(ii)在产品直接向以下地点交付的情况下，供应商向买方出具确认产品已经运离供应商工厂的有效提货单后的四十八（48）小时内：(A)买方客户地址或买方客户指定的地点（"**直接发运材料**"或"**MSD**"）；或(B)**MSD**包含的非买方/非客户地点；(iii)在产品或服务根据本订单直接向第三方交付或履行的情况下，就该等产品而言，买方收到第三方关于其接收产品的书面确认后的四十八（48）小时内，以及就该等服务而言，买方收到第三方关于供应商完成服务的书面确认后的四十八（48）小时内。如需迟延付款利息，应以适用法律所允许的最低利率计算。

(b) Early Payment Discount. Buyer shall be entitled to take an early payment discount of 0.0326% of the gross invoice price for each day before 150 days from the Payment Start Date that payment is made. For example, a discount of 3.75% would correspond to payment made 115 days early (i.e., 35 days after the Payment Start Date) and a discount of 0.33% would correspond to payment made 10 days early (i.e. 140 days from the Payment Start Date).

提前付款折扣。买方有权在付款起始日期后150天前提前付款，每提前一天，可以减除发票票面总金额的0.0326%作为提前付款折扣。例如，提前115天（即付款起始日期后35天）付款意味着3.75%的折扣，提前10天（即付款起始日期后140天）付款意味着0.33%的折扣。

(c) Miscellaneous. If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than one hundred and fifty (150) days after Buyer's receipt of the goods and/or Supplier's completion of the services. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate, and any resulting: (i) delay in Buyer's payment; or (ii) nonpayment by Buyer shall be Supplier's responsibility. All goods and/or services provided by Buyer to Supplier for production of the goods and/or services delivered hereunder shall be separately identified on the invoice (i.e., consigned material, tooling, or technology (often referred to as an "Assist" for import/customs purposes)). Each invoice shall also include any reference information for any consigned goods and shall identify any discounts, credits or rebates from the base price used in determining the invoice value. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the goods/or services conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the goods or services. Buyer shall be entitled at any time to set off any and all amounts owed by Supplier or a Supplier Affiliate (defined below) to Buyer or a Buyer Affiliate (defined below) on this or any other order. "**Affiliate**" shall for the purposes of this Order mean, with respect to either party, any entity, including , any individual, corporation, company, partnership, 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.

其他。如经买方要求，结算和发票的开具应采用无纸化形式，以一种可接受的形式向买方提供。供应商的发票必须：(i) 载明买方的订单号且(ii)仅在根据本订单所作的交付发生后开具，但不应晚于买方收到产品和/或供应商完成服务后的一百五十(150)天。如果供应商的发票未载明买方的订单号，在上述日期之后开具或者存在其他不准确性，买方应有权拒绝该等发票，并且供应商应对由此导致的：(i)买方付款延迟；或(ii)买方的未付款承担责任。所有为生产交付本订单项下的产品和/或服务而由买方向供应商提供的所有产品和/或服务应当在发票中单独列明（例如，委托加工物资，工具，或技术（通常称为进口/海关目的的"支持"））。每一张发票同样应当包括关于任何委托加工产品的任何参考信息，并应当列明为决定发票价格的目的从基础价格中所作的任何折扣、授信或回扣。供应商保证其有权以本订单所述的货币接收付款。任何类型的额外费用都是不被允许的。买方可以暂扣全部或部分货款直至产品/或服务符合本订单的要求。买方对一张发票的付款不构成对相关产品或服务的接受。买方应当有权在任何时间以供应商或供应商关联企业（如下定义）对买方或买方关联企业（如下定义）欠付的任何及所有款项抵销本订单或任何其他订单项下的付款。"**关联企业**"为本订单的目的系指，对任何一方而言，直接或通过一个或多个中间方间接控制该方、被该方控制或被共同控制的任何实体，包括任何个人、公司、企业、合伙、有限责任公司或团体。

2.3 *Quantities.*

数量。

(a) General. Buyer is not obligated to purchase any quantity of goods and/or services except for such quantity(ies) as may be specified by Buyer either: (i) on the PO; (ii) in a release on the PO; or (iii) on a separate written release issued by Buyer pursuant to this Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Goods delivered to Buyer in excess of the Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

一般条款。买方没有义务购买任何数量的产品和/或服务，除非买方以下列任何方式明确该等数量：(i) 在采购订单中；(ii)在采购订单的通知中；或(iii)在买方根据本订单出具的单独的书面通知中。供应商不应当在买方明确的数量以外和/或在满足买方的交货时间表的所需时间之前作出实质性的承诺或安排生产。若供应商如此行事，任何产生的风险将由供应商承担。在买方明确的数量以外和/或在时间表之前向买方交付的产品可以退回给供应商并由供应商承担相关风险。供应商应当承担买方就此产生的所有相关费用和支出。

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(b) Replacement Parts. Replacement parts for goods purchased by Buyer are for the purpose of this Section defined as "**Parts**" and are considered "goods" under this Order. Unless specified otherwise by Buyer in writing, Supplier shall provide Parts for a period of twenty-five (25) years after production of the goods ceases or upon Buyer's consent to an alternative replacement part that provides the same form, fit and function as the Part. Supplier shall continue to supply such Parts past the twenty-five (25) year period if Buyer orders at least twenty (20) Parts per year during such period. If the parties have not negotiated the Parts prices for the purposes of this Order then the following applies: the prices for any Parts purchased in the first two (2) years of the twenty-five year period shall not exceed those prices in effect at the time production of the goods ceases, and no set up charges shall be permitted by Supplier or paid by Buyer during this two year period. Thereafter, the prices for Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements shall apply unless the parties mutually agree in advance. After the end of the twenty-five (25) year period, Supplier shall continue to maintain in good working condition all Supplier owned tooling required to produce the Parts, and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling. . If, notwithstanding and without prejudice to the provisions of this Section 2.3(b) and Buyer's right to claim applicable damages, Supplier is no longer willing or able to supply the Parts to Buyer as required by this Order, Supplier agrees that it will provide Buyer or its customers with access to the necessary drawings, Intellectual Property Rights (as that term is defined in Section 5.1) and other information reasonably necessary to enable Buyer or its customers to produce the relevant Part itself.

替换部件。买方购买的产品的替换部件为本章节的目的定义为"**部件**"，且属于本订单项下"产品"。除非买方以书面形式明示，供应商应当在产品停止生产后的二十五（25）年内提供部件，或经买方同意，提供与该等部件具有相同形式、适用性和功能的可选替代部件。若买方在该二十五 (25) 年期间内每年订购至少二十（20）个部件，供应商应当继续在该二十五（25）年期间过后继续提供该等部件。如果双方未为本订单的目的协商部件的价格，则适用以下规则：任何在二十五年期间的最初两（2）年购买的部件的价格不应超过产品停止生产时的有效价格，且在该等两（2）年期间内供应商不应允许或买方不应支付调适费用。其后，部件的价格可以根据供应商生产该等部件的实际成本加上任何特殊包装成本进行协商。除非双方事先同意，不采用任何最低订购要求。在二十五（25）年期间结束时，供应商应当继续将其用于生产部件的工具保持在良好的工作状态，且若未向买方提供行使优先购买权购买该等工具的机会，供应商不得处置该等工具。如果供应商计划在二十五（25）年后停止部件的生产，供应商应当在停产该等部件前一个日历年度提前通知买方。在不损害第 2.3(b)条的规定以及买方要求适用损害赔偿的权利的情况下，若供应商不再愿意或能够向买方供应本订单项下的部件，供应商同意向买方或买方客户提供必要的图纸、知识产权（如第 5 条所定义）和其他合理必要的信息，以使买方或买方客户能够自行生产相关的部件。

3. DELIVERY AND TITLE PASSAGE.

交付和所有权转移。

3.1 *Delivery*. Time is of the essence of this Order. If Supplier delivers the goods or completes the services later than scheduled, Buyer may assess such amounts as liquidated damages for the time period between the scheduled delivery date and the actual delivery date (the "**Delay Period**") without any further notice to Supplier. The parties agree that liquidated damages shall be calculated as follows: liquidated damages equal 3% of the contract price specified in this Order or the PO per week up to 30% of the total contract price during the Delay Period. Notwithstanding the above, Supplier agrees that the payment of liquidated damages does not limit Buyer's ability to claim for any cost or expenses incurred by the Buyer, including but not limited to premium transportation, customer liquidated damages, customer penalties or any other cost or expenses. The parties agree that the liquidated damages set forth hereinare non-exclusive remedy for the damages resulting from the Delay Period; are a reasonable pre-estimate of such damages Buyer shall suffer as a result of delay based on circumstances existing at the time this Order was issued; and are to be assessed as liquidated damages and not as a penalty. Buyer's resort to liquidated damages for the Delay Period does not preclude Buyer's right to other remedies, damages and choices under this Order and applicable law other than the damages resulting from the Delay Period, including, but not limited to Buyer's right to terminate this Order for non-delivery. All delivery designations are Incoterms® 2010. Unless otherwise set forth on the PO, all goods provided under this Order shall be delivered FCA Supplier's facility except goods that are to be shipped directly to Buyer's customer or a location designated by Buyer's customer that are: (a) not to be exported; or (b) exported from the United States of America ("**U.S**."), shall be delivered EXW Supplier's facility. The term EXW used herein is modified from the Incoterms® 2010 definition to mean "EXW with Supplier responsible for loading the goods at Supplier's risk and expense". Buyer may specify contract of carriage in all cases. Failure of Supplier to comply with any such Buyer specification shall cause all resulting transportation charges to be for the account of Supplier.

交付。本订单约定的时间极其重要。如果供应商在时间表之后交付产品或者完成服务，买方可以就计划的交付日期和实际交付日期之间相差的天数（"**迟延期间**"）根据约定的金额计算违约金，而无需另行通知供应商。双方同意，违约金的金额计算如下：每周违约金应等于本订单或采购订单下合同价格的 3%，在迟延期间内违约金总额不超过该等合同总价的 30%。尽管有前述规定，供应商同意违约金的支付并不限制买方就其遭受的成本和费用（包括但不限于增加的运输成本、对客户承担的违约金和赔偿金或其他成本和费用）要求供应商赔偿的权利。双方同意，本条规定的违约金为迟延期间导致的损害赔偿的一种非排他性的救济方式；其是对买方在出具本订单之时基于当时的有关环境可能遭受的迟延损失的一种合理预期；且其作为违约金而非罚金进行计算。买方对迟延期间违约金的追索不会排除买方就迟延期间请求损害赔偿之外根据本订单及适用法律享有的其他救济和选择权，包括但不限于买方就未交付而终止本订单的权利。所有的交付应依据《国际贸易术语解释通则 2010》。除非采购订单另有约定，所有根据本订单提供的产品应采用货交承运人（FCA）（供应商工厂），但向买方客户地址或买方客户指定的地点直接交付的且：(a) 不用于出口的；或(b)从美利坚合众国（"**美国**"）出口的产品，应当以工厂交货（EXW）（供应商工厂）。本文件使用的术语工厂交货是经《国际贸易术语解释通则 2010》修改的术语，系指"供应商承担产品装船的风险和费用的工厂交货"。买方可在所有情况下指定运输合同。供应商未能遵守买方的任何该等指示将导致供应商承担所有因此产生的运输费用。

3.2 *Title* .Unless otherwise stated on the PO or in this Order: (a) title to goods shipped from the U.S. for delivery to all locations shall pass at: (i) Supplier's dock for goods shipped directly to a non-Buyer's facility; (ii) port of import for goods shipped to Buyer's non-U.S. facility; and (iii) Buyer's dock for goods shipped to Buyer's U.S. facility; (b) title to goods shipped from one country in the European Union ("EU") for delivery to another country within the EU, shall pass: (i) when the goods leave the territorial land, air or sea space of the EU source country for goods shipped directly to a non-Buyer's EU facility; and (ii) at Buyer's dock for goods shipped to Buyer's EU facility; (c) title to goods shipped from the source country for delivery within the source country (excluding shipments within the U.S., which are governed by subsection (a) above) shall pass at: (i) Supplier's dock for goods shipped directly to a non-Buyer's facility; and (ii) Buyer's dock for goods shipped to Buyer's facility; (d) title to goods shipped from outside the U.S. for delivery to a different country outside the U.S. (excluding shipments within the EU, which are governed by subsection (b) above) shall pass at: (i) the port of export after customs clearance for goods shipped directly to a non-Buyer's facility; and (ii) port of import if shipped to Buyer's facility; and (e) title to goods shipped from outside the U.S. for delivery within the U.S. shall pass at: (i) the port of export after customs clearance for goods shipped directly to a non-Buyer's facility; and (ii) Buyer's dock if shipped to Buyer's facility. For this purpose, Buyer and Supplier

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acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from the baseline of the country determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all events, risk of loss shall transfer to Buyer upon title passage of goods or upon completion of services. Upon request Supplier shall provide evidence, in the manner and form requested by Buyer, that title to the goods has been transferred in accordance with this clause.

所有权。除非采购订单或本订单另有约定：(a)从美国运往任何地点的产品的所有权应当在下列地点转移：（i）就直接运往非买方工厂的产品，在供应商码头；(ii)就运往买方非美国工厂的产品，在进口港；及(iii)就运往买方美国工厂的产品，在买方码头；(b)从欧洲联盟（“欧盟”）成员运往任何其他欧盟成员国的产品的所有权应当在下列地点转移：(i)若直接运往非买方欧盟工厂，当产品离开欧盟原产国的领地、领空或领海时；及(ii)就运往买方欧盟工厂的产品，在买方码头；(c) 就从原产国运往原产国内地区（除上文第(a)项规定的美国国内货运以外）的产品的所有权应当在下列地点转移：(i)就直接运往非买方工厂的产品，在供应商码头；及(ii)就运往买方工厂的产品，在买方码头；(d)从美国国外运往美国国外的另一个国家（除上文第(b)项规定的欧盟内部的货运）的产品的所有权在下列地点转移：(i)就直接运往非买方工厂的产品，在清关后的出口港；及(ii)就直接运往买方工厂的产品，在进口港；以及(e)从美国国外运往美国国内的产品的所有权应当在下列地点转移：(i)就直接向非买方工厂发运的产品，在清关后的出口港；及(ii)就直接向买方工厂发运的产品，在买方码头。就此目的，买方和供应方确认，美国的领海延长至依据《1982 年联合国海洋法公约》确定的领海基线外的十二（12）海里。在所有情况下，货物或服务灭失或毁损的风险应在货物所有权转移或服务完成时转移给买方。经买方要求，供应商应以买方要求的方式和形式提供证据证明货物的所有权已按照本条款的规定转移。

4. BUYER'S PROPERTY. All tangible and intangible property of whatever kind or nature and in whatever form or medium, including without limitation information or data of any description, tools, materials, drawings, plans, strategies, computer software, know-how, documents, trademarks, copyrights, equipment and all Intellectual Property Rights (as defined in Section 5 below): (a) furnished to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 5 below) shall be and remain Buyer's personal property (collectively, "**Buyer's Property**"). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier "*AS IS*" with all faults and without any warranty whatsoever, express or implied, shall be used by Supplier at its own risk, and shall be subject to removal at Buyer's written request. Supplier shall not substitute any other property for Buyer's Property. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare such Buyer's Property for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property, Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it is owned by Buyer; (iii) unless otherwise agreed to by Buyer in writing, store it separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it properly, and in compliance with any handling and storage requirements provided by Buyer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose.

买方财产。符号下列条件的任何种类或性质的所有有形和无形财产，包括但不限于任何描述、工具、材料、图纸、计划、策略、电脑软件、专有技术、文件、商标、版权、设备的信息或数据和所有知识产权（如下文第 5 条定义）：(a)由买方向供应商提供的；(b)买方特别付款的；或(c)由买方知识产权创设的（如下文第 5 条定义），应当为且保留为买方的个人财产（统称为“**买方财产**”）。该等由买方向供应商提供的买方财产（包括所有瑕疵）应当由供应商“按原样”接受，不存在任何明示或暗示的保证，应当由供应商自担风险投入使用，且应根据买方的书面请求予以移除。供应商不应当以任何其他财产替代买方财产。收到买方要求移除的通知后，供应商应当立即准备将该等买方财产装运，并且由供应商承担费用将其按供应商最初收到时的原样（除合理的磨损外）交付给买方。在使用买方财产之前，供应商应当进行检测，并培训其员工及其他授权使用者以安全且适当的方式予以使用。此外，供应商应当：(i)使买方财产免受任何权利限制，自担费用以相当于重置成本的金额为向买方偿付损失而购买保险；(ii)清晰标注或以其他方式明示买方是所有权人；(iii)除非买方另行书面同意，区分于供应商控制下的供应商或第三方所有的财产并分开储存；(iv)适当维护，遵守买方提供的或向供应商交付时随附的任何处理或储存要求；(v)监管其使用；以及(vi)仅为买方订单的目的使用，不为任何其他目的披露或复制。

5. INTELLECTUAL PROPERTY.

知识产权。

5.1 *General*. Buyer hereby grants a non-exclusive, non-assignable license, which is revocable with or without cause at any time, to Supplier to use any information, drawings, specifications, computer software, know-how and other data furnished or paid for by Buyer hereunder for the sole purpose of performing this Order for Buyer. The parties agree that each party exclusively owns all Intellectual Property Rights it had prior to the commencement of this Order; however, Buyer shall own exclusively all Buyer's Property (as defined in Section 4 above) created in or resulting from Supplier's performance under this Order (collectively, "**Buyer's IP Rights**"). Supplier hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world in and to the Buyer's IP Rights. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any Buyer's IP Rights to Buyer. To the extent Supplier cannot, by operation of law or otherwise, make the foregoing assignment, Supplier hereby grant Buyer an irrevocable, perpetual, worldwide, nonexclusive, paid-up, royalty-free, fully transferable, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, publicly perform, publicly display, distribute, and prepare derivative works of any such Buyer's IP Rights and any derivative works thereof, and to exercise any right of copyright ownership not listed herein or that may subsequently be added by Law, and to make, have made, use, sell, offer for sale and import products and processes utilizing any such Buyer's IP Rights, and to exercise any rights of patent ownership not listed herein or that may subsequently be added by Law, but in any case limited to the extent needed by Buyer to exploit Buyer's IP Rights. In connection with the foregoing assignment and transfer, Supplier hereby waives its present and future Moral Rights in the Buyer's IP Rights as permitted by any applicable Laws and undertakes to procure that all present and future Moral Rights in the Buyer's IP Rights are waived by the relevant author or other owner of such rights as permitted by any applicable Laws. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Buyer good, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor any of Supplier Personnel or agents used in whole or in part, directly or indirectly, any of Buyer's Property, as set forth herein, in such design or manufacture of such goods. As used herein, "**Moral Rights**" means the personal rights of the author of a copyright work which are not capable of assignment, including without limitation the right to be identified as the author of the work and the right to object to derogatory treatment of the work and rights of a similar nature having effect throughout the world; and "**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, Moral Rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in proprietary information, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for, and to recover any damages and other remedies in respect of, any infringement of these rights which occurred or commenced prior to the effective date of this Order.

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一般条款。买方特此授予供应商一项非排他的、不可转让的、在任何时间可以任何理由或无理由予以撤销的使用许可，以许可供应商使用买方仅为使其对买方履行本订单的目的而提供或支付的任何信息、图纸、技术规格、电脑软件、专有技术或其他数据。双方同意每方排他性地拥有所有其在本订单开始前所有的全部知识产权；但是，买方应当排他性地享有供应商履行本订单创造或产生的买方财产（如上文第 4 条所定义）（统称为**“买方知识产权”**）。供应商同意将权利转移和转让给买方，且特此就该等买方知识产权的全球范围内的完整权利、所有权和利益转移和转让给买方。供应商进一步同意签订和履行为向买方转移或转让任何该等买方知识产权所需要的任何文件。如果供应商无法通过法律或其他方式进行上述转让，则供应商特此授予买方不可撤销的、永久的、全球性的、非排他性的、已付费的、免费的、完全可转让的、可再许可的（通过所有级别的再许可人）使用、执行、复制、公开表演、公开展示、分发和准备任何此类买方的知识产权及其任何衍生作品的衍生作品的权利和许可，以及行使此处未列出的或随后可能根据法律增加的任何版权所有权的权利和许可，并利用任何此类买方的知识产权制造、已经制造、使用、销售、要约销售和进口产品和工艺，并行使此处未列出或随后可能根据法律增加的任何专利所有权权利，但在任何情况下，仅限于买方利用买方知识产权所需的范围。就上述转让而言，供应商特此放弃其在任何适用法律允许的情况下在买方知识产权中的当前和未来的精神权利，并承诺促使任何适用法律允许的此类权利的相关作者或其他所有者放弃买方知识产权中的所有当前和未来的精神权利。若未经买方事先书面同意和授权，供应商向任何非买方的个人或实体设计或制造供销售的任何产品，且该等产品与买方产品实质相似或可合理地替代或修复买方产品，则买方可以任何裁决或其他方式要求供应商以清晰且有说服力的证据证明供应商或供应商的员工或代理在设计、制造该等产品时均未以直接或间接的方式全部或部分地使用了本文件定义的任何买方财产。在本条中，**“精神权利”**是指版权作品作者的不能转让的个人权利，包括但不限于被识别为作品作者的权利和反对贬损作品的权利，以及在世界范围内具有类似性质的权利；和**“知识产权”**是指专利、实用新型、发明权、版权和邻接权和相关权利、精神权利、商标和服务标记、商业名称和域名、产品外观和商业外观权、商誉和起诉假冒或不正当竞争的权利、设计权、计算机软件载有的权利、数据库权、专有信息权、使用和保护保密信息（包括专有技术和商业秘密）的保密性和所有其他知识产权的权利，在每种情况下，无论是否已注册，且均包括所有申请、申请权和被授予的权利，及此类权利的续展或延期，以及要求优先权的权利，和在世界任何地方存在的或将来继续存在的所有类似或等效的权利或保护形式，包括就任何在本订单生效日期之前发生或开始行使的侵权提起诉讼并获得任何损害赔偿和其他补救措施的权利。

5.2 *Embedded Software*. To the extent any goods contain Embedded Software (defined below) that is not Buyer's Property , no title to such Embedded Software shall pass to Buyer, and Supplier shall grant Buyer, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software as an integral part of such goods or for servicing the goods (the "**Buyer-Required License**"). If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner. "**Embedded Software**" means software necessary for operation of goods and embedded in and delivered as an integral part of goods.

嵌入式软件。对于包含不是买方财产的嵌入式软件（如下定义）的任何产品，该等嵌入式软件的所有权不应转移给买方，且供应商应向买方、买方客户及所有其他使用者授予全球范围内的、非排他性的、不可撤销的、永久的、免费的权利以使用、装载、安装、执行、展示、营销、测试、再售、转授权和分销该等嵌入式软件，以作为该等产品或产品服务的一个组成部分（**“买方所需授权”**）。如果该等嵌入式软件或其任何部分的所有权由第三方拥有，供应商应在交付前从第三方所有权人处取得买方所需授权。**“嵌入式软件”**系指产品运行所必须的以及嵌入产品且作为其组成部分一同交付的软件。

6. CHANGES.

变更。

6.1 *Buyer Changes*. Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of goods and/or services. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the Order price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

买方变更。买方可在任何时间在本订单范围内对下列事项进行一项或多项变更：(a)图纸、设计或技术规格；(b)货运或包装方法；(c)交付地点和时间；(d)买方提供财产的数量；(e)质量；(f)数量；或(g)产品和/或服务的范围或时间表。除非买方以书面形式要求进行该等变更，供应商不应当开始执行任何变更。如果任何变更导致了本订单项下的任何工作的成本或时间表有所增减，应就订单价格和/或交付时间表（如适用）进行书面的适当调整。任何供应商就该等调整的请求，如未在供应商收到该等变更或中止通知后三十（30）日内作出，应当视为放弃，且该等请求仅可包括该等变更的直接导致的、必然产生的合理的直接成本。

6.2 *Supplier Changes*. Supplier shall notify Buyer in writing in advance of any and all: (a) changes to the goods and/or services, their specifications and/or composition; (b) process changes; (c) plant and/or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; and/or (e) sub-supplier changes, and no such change shall occur until Buyer has approved such change in writing. Supplier 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.

供应商变更。供应商就下列事项应当事先以书面形式通知买方：(a)对产品和/或服务、其技术规格和/或组件的变更；(b)流程变更；(c)工厂和/或设备/工具的变更或搬迁；(d)就该等任何工作向任何地点的转移；和/或（e）次级供应商的变更，且该等变更非经买方以书面形式批准不应当发生。供应商应当负责取得、完成和提交就任何和所有变更的适当文件，包括遵守买方制订的任何书面变更程序。

7. INSPECTION/TESTING AND QUALITY.

检测/测试和质量。

7.1 *Inspection/Testing*. In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the items purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the goods are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection by Buyer or its designee. If specific Buyer and/or Buyer's customer tests, inspection and/or witness points are included in this Order, the goods shall not be shipped without an inspector's release or a written waiver of test/inspection/witness with respect to each such point; however, Buyer shall not be permitted to unreasonably delay shipment; and Supplier shall notify Buyer in writing at least twenty (20) days prior to each of Supplier's scheduled final and, if applicable, intermediate test/inspection/witness points. Supplier agrees to cooperate with such audit inspection including, completing and returning questionnaires and making available its

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knowledgeable representatives. Buyer's failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order. Supplier agrees to provide small business as well as minority and/or women owned business utilization and demographic data upon request.

检测/测试。为评估供应商的工作质量和/或遵守本订单的规定，经买方合理通知，所有：(a)与本采购项目有关的产品、材料和服务，包括原材料、组件、装配件、在加工产品、工具和最终产品应当接受买方、买方客户、代表或管理机构在所有地点的检测和测试，该等地点包括产品制造地或所在地或者服务履行地，无论是供应商的地点或其他地点；以及(b)与本订单相关的供应商工厂、账簿和记录应当由买方或其指定人员进行检测。如果本订单包含买方和/或买方客户的特定测试、检测和/或见证点，未经检测人员通知或就每一该等测试/检测/见证点的书面弃权，该等产品不应当交运；但是，买方不应当被允许不合理地拖延装运；并且供应商应当在每一供应商安排的最终及中间（如适用）测试/检测/见证要点前至少二十（20）天以书面形式通知买方。供应商同意配合该等审计，包括完成和返还问卷以及使其具备相应知识的代表参与。买方未能检测或者拒绝检测或未通过检测发现瑕疵，均不使得供应商免于承担其在本订单项下的责任。供应商同意经要提供小企业及弱势人群和/或女性拥有的企业的使用及人口数据。

7.2 *Quality*. Without limiting Supplier's obligation to comply with all Buyer specifications applicable to this Order, Supplier acknowledges and agrees that Supplier's strict compliance with Buyer's current version of specification "Supplier Quality Requirements - P28A-WE-0004" is a material term of this Order. Supplier acknowledges it has received this specification, or this specification has otherwise been made available to Supplier. When requested by Buyer, Supplier shall promptly submit real-time production and process data ("**Quality Data**") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier's Quality System**") covering the goods and services provided hereunder that is acceptable to Buyer and its customer and complies with Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties ("**Quality Requirements**"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including, Supplier's obligations regarding its sub- suppliers and subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) three (3) 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 applicable Law. If Supplier is not the manufacturer of the goods, Supplier shall certify the traceability of the goods to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the goods, Supplier shall not ship such goods to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

质量。在不限制供应商遵守适用于本订单的所有买方规格的义务的情况下, 供应商确认并同意严格遵守买方当前版本的规格"供应商质量要求 – P28A-WE-0004"是本订单的重要条款。供应商确认其已经收到该规格或该规格已经以其他方式提供给供应商。经买方要求，供应商应当立即以买方要求的形式和方式提交实时生产和流程数据（"**质量数据**"）。供应商应当提供和维护一套检测、测试和流程控制系统（"**供应商质量系统**"），以覆盖据此提供的产品和服务，该等系统应对买方及其客户是可接受的，且符合买方质量政策、本订单质量要求和/或其他双方以书面形式约定的质量要求（"**质量要求**"）。买方接受供应商质量系统并不改变供应商本订单项下的义务和/或责任，包括供应商就其次级供应商及承包商应承担的义务。如果供应商质量系统未能遵守本订单的条款，买方可以要求供应商自担所需费用提供额外的质量保证措施以满足买方的质量要求。供应商应当就供应商质量系统保持完整的记录，包括所有测试和检测数据，且应当将该等记录向买方及其客户在以下期间中最长的一个期间开放：(a)本订单完成后三（3）年；(b)本订单适用的规格中载明的该等期间；或(c)适用的法律要求的该等期间。如果供应商不是产品的制造商，供应商应当确保产品可就合格证明追溯到最初的设备制造商。如果供应商不能确保产品的可追溯性，未经买方书面同意，供应商不应当向买方交付该等产品。买方就图纸的任何审查或批准仅为便利供应商的目的，而不解除供应商应符合本订单的所有要求的责任。

7.3 *Product Recall*.

产品召回。

(a) If a recall is required by applicable Law, or Buyer or Supplier reasonably determines that a recall is advisable based on the fact that that the goods create a potential safety hazard, the parties shall promptly communicate such facts to each other. At Buyer's request, Supplier shall promptly develop a corrective action plan, which shall include all actions required to recall and/or repair the goods and any actions required by applicable Law ("**Corrective Action Plan**") for Buyer's review and approval. At Buyer's election, Buyer may develop the Corrective Action Plan. Supplier and Buyer agree to cooperate and work together to ensure that the Corrective Action Plan is acceptable to both parties. In no event shall Buyer and Supplier's failure to agree on the Corrective Action Plan delay the timely notification of a potential safety hazard to users of the goods or cause either party to be non-compliant with applicable Law. Supplier and Buyer shall cooperate with and assist each other in any corrective actions and/or filings.

如果适用的法律要求召回，或者买方或供应商基于产品存在的潜在安全风险合理地认定召回是恰当的，双方应当立即就该等事实互相沟通。经买方要求，供应商应当立即制订一份补救行动方案，其中应当包括召回和/或维修产品所需的所有行动和适用法律要求的任何行动（"**补救行动方案**"），供买方审查和批准。经买方选择，买方可以制订补救行动方案。供应商和买方同意合作以确保补救行动方案对双方是可接受的。任何情况下，买方和供应商对补救行动方案未能达成一致均不得延误对产品用户就潜在安全风险的及时通知，也不得导致任何一方违反适用法律。供应商和买方应当在任何补救行动和/或申请中合作并相互支持。

(b) To the extent a recall is determined to have been caused by a defect, non-conformance or non-compliance, which is the responsibility of Supplier, Supplier shall 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 and/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. Each party shall consult the other before making any statements to the public or a governmental agency relating to such recall or potential safety hazards, except where such consultation would prevent timely notification required by Law.

在因供应商责任导致的瑕疵、不合格或不合规而决定召回的情况下，供应商应使买方免于承担与任何召回、维修、替换或退款过程有关的所有合理成本和费用，包括下列事项有关的所有费用：(i)调查和/或检测受影响产品；(ii)通知买方客户；(iii)维修，或在维修产品不现实或不可能的情况下重新采购或替换召回的产品；(iv)包装、交运召回的产品；及(v)媒体通知。每一方应当在公开或对政府机构作出关于该等召回或潜在安全风险的任何陈述前，与另一方协商，除非该等协商会导致无法遵守法律要求的及时通知。

7.4 *Serial Defect*. If during the warranties contained in Section 9 below, the same defect or non-conformity resulting from design, manufacturing or supply chain issues in substantially the same manner or affecting in substantially the same manner a part or component from the same manufacturer in ten percent (10%) or more of Supplier's components, Buyer may investigate the root cause of such defect or non-conformity and shall determine whether such defect or non-conformity is due to the same cause ("Serial Defect"). Buyer shall provide a report with the results of such root cause investigation to Supplier. If a Serial Defect is determined in Buyer's report to exist, Supplier shall repair or replace the defective or non-conforming part or component in accordance with the warranty provisions contained

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in Section 9 below in this Order. With respect to any additional parts or components that have not yet failed, the Supplier shall extend the warranty period for the part or component identified as having a Serial Defect for an additional twenty-four (24) months after expiration of the original warranty period.

群发性缺陷。如果在第 9 条规定的质保期内，供应商提供的百分之十（10%）或以上产品中相同的设计、制造或供应链缺陷或不符问题以实质上相同的方式出现或以实质上相同的方式影响了产自同一厂商的某一部件或配件，买方可以对该缺陷或不符问题的根本性原因进行调查，并将决定该缺陷或不符情形是否出于相同的原因（“群发性缺陷”）。买方应向供应商提供对根本性原因的调查报告。如果买方的报告认为存在群发性缺陷，供应商应根据本订单第 9 条的质保条款的规定对有缺陷或不符情形的部件或配件进行修理或更换。对于其他未失灵的部件或配件，供应商应对被认定存在群发性缺陷的部件或配件在原质保期之外额外提供 24 个月的质保期。

7.5 *Non-Conformances*. In the event Supplier provides goods and/or services that do not conform to Buyer's requirements, specifications or other contractual requirements contained within this Order or in the PO, then the Buyer shall be entitled to apply an administrative fee. The Supplier agrees to pay the following administrative fees for such non-conforming goods and/or services: (i) If the non-conformance is detected at a customer site, the applicable administrative fee shall be between $400-1200 USD; (ii) If the non-conformance is detected at Buyer Manufacturing Process or at Project Site applicable administrative fee shall be between $300-900 USD, and (iii) If the non-conformance is detected by Buyer inspection the applicable administrative fee shall be up to $600 USD. The fees shall be paid in US Dollars (or payment currency equivalent), excluding VAT. In the Buyer's sole discretion, the Buyer may setoff, deduct or invoice the Supplier for such administrative fee. The parties agree that such administrative fees shall in no way limit any other right which Buyer may have under this Order or a PO.

不符情形。如果供应商提供的货物和/或服务不符合买方的要求、规格或本订单或采购订单中规定的其他要求，买方有权收取一定的管理费用。供应商同意按如下规定就货物和/或服务不符的情形支付管理费：(i)如果不符的情形在客户现场被发现，管理费为$400-1200 美元；(ii) 如果不符的情形在买方生产过程中或项目现场被发现，管理费为 300-900 美元；及(iii)如果不符情形在买方验收检查时发现，管理费不超过 600 美元。管理费应以美元或等值的其他货币支付，不含增值税。买方可自行决定对该管理费做抵消、扣除或单独开票。双方同意该管理费无论如何不影响买方根据本订单或采购订单所享受的其他权利。

7.6 *Capacity*. In order to assess Supplier's capacity, upon reasonable notice by Buyer either before or during production, Supplier shall make available its value stream map for Buyer's (or Buyer's representative's) review. Supplier shall put in place and maintain failure mode and effects analysis plans to secure the deliveries of goods to Buyer as required by this Order and shall present such plans to Buyer upon request. Buyer may perform a capacity assessment at Supplier's production facilities at any time, upon reasonable notice, to validate the capacity dedicated to Buyer. Supplier shall prepare a contingency plan for any potential production delays associated with a Critical Parts. A "Critical Part" is a part that requires Supplier to engage in production in excess of 5 days per week, 3 shifts a day and 85% overall equipment effectiveness in order for Supplier to meet its delivery commitments. Supplier will make this contingency plan available for Buyer's review upon request.

产能。为了评估供应商的产能，经买方合理通知，无论是生产之前还是之中，供应商应将其价值流图提供给买方（或买方的代表）审查。供应商应制定并维护故障模式和影响分析计划，以确保按照本订单要求向买方交付货物，并按买方要求将该等计划提交给买方。经合理通知，买方可以在任何时间在买方的生产设施内进行产能评估，以验证专门向买方供货的产能。供应商应针对与关键部件相关的任何潜在生产迟延制定应急计划。“关键部件”是指要求供应商每周超过 5 天，每天 3 个班次，按 85%的整体设备效率进行生产，以便买方能够满足其交付承诺。在买方要求时，供应商应向买方提供该应急计划供买方审查。

8. REJECTION. If any of the goods and/or services furnished pursuant to this Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of this Order, then Buyer, at its option may: (a) require Supplier, at its expense, to immediately re perform any defective portion of the services and/or require Supplier to immediately repair or replace non- conforming goods with goods that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event all related costs and expenses shall be for Supplier's account; (c) reject and/or return at Supplier's risk and expense all or any portion of such goods and/or services; and/or (d) rescind this Order without liability. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

拒绝。如果任何根据本订单提供的产品和/或服务，在交付后的合理期间内被发现存在瑕疵或以其他方式不符合本订单的要求，则买方可自行选择采取下列行动：(a)要求供应商自担费用立即重新履行瑕疵部分的服务，和/或要求供应商立即维修或以符合本订单所有要求的产品替换不合要求产品；(b)采取所需的该等行动以修复所有瑕疵和/或使产品和/或服务符合本订单所有要求，该等情况下，供应商应承担所有相关成本和费用；(c) 由供应商承担风险和费用拒绝和/或退还该等产品和/或服务的全部或部分；和/或(d)解除本订单且不因此承担任何责任。就任何维修或替换，供应商应自担成本和费用履行买方要求的任何测试，以确保符合本订单。

9. WARRANTIES.

保证。

9.1 Supplier warrants that all goods and services provided pursuant to this Order shall be: (a) free of all claims, liens, or encumbrances (other than liens arising through Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer. Supplier further warrants that it shall perform the services and work hereunder in a competent, safe, and professional manner in accordance with the highest standards and best practices of Supplier's industry. To the extent Supplier is responsible for design, Supplier shall design the good to have a design life of not less than twenty-five (25) years, unless specified otherwise in the Order

供应商保证所有根据本订单提供的产品和服务应当：(a)不存在任何索赔、留置或权利限制（除买方产生的留置权外）；(b)全新且符合可销品质，除非买方以书面形式同意，未被使用过、重新组装或以翻新材料制作；(c)不存在任何设计、制作和材料瑕疵；(d)适用于该等产品和服务的特定目的；及(e)严格按照买方批准或采用的所有技术规格、样品、图纸、设计、描述或其他要求提供。供应商进一步保证其将按照一个适当的、安全的和专业的形式以供应商产业的最高标准和最佳实践履行相关的服务和工作。在供应商负责设计的范围内，供应商设计的货物的设计寿命应不少于二十五（25）年，除非本订单另有规定。

9.2 The warranties set forth in Section 9.1 above, shall extend to the future performance of the goods and services, with the warranty period commencing from the delivery date and expiring on the date that is sixty (60) months from the Date of Commercial Operation (defined below) of the relevant wind farm in which the goods or services are used, plus delays such as those due to non-conforming goods and services. "**Date of Commercial Operation**" means the date on which

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the wind farm has successfully passed all performance and operational tests required by the end customer for commercial operation. The warranties shall apply to Buyer, its successors, assigns and the users of goods and services covered by this Order.

以上第 9.1 条规定的保证，应当延伸至对产品和服务的未来性能的保证，保证期的起始日期为交付日期，期满日期为自使用该产品或服务的风电场的商业运营日（如下定义）起六十（60）个月，加上因诸如不符合要求的产品和服务等导致的迟延。**“商业运营日”**系指风电场成功通过最终客户为商业运营的目的所要求的所有性能和运行测试之日。保证应当适用于买方、买方的承继者、受让方和本订单项下产品和服务的用户。

9.3 If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, Buyer, at its option may: (a) require that Supplier, at its expense, inspect, remove, reinstall, ship and repair or replace/re perform nonconforming goods and/or services with goods and/or services that conform to this Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with this Order, in which event all related costs and expenses shall be for Supplier's account; and/or (c) reject and/or return at Supplier's risk and expense all or any portion of such goods and/or services. 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 twenty four (24) months after repair or replacement. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

如果任何产品和/或服务被发现存在瑕疵或以其他形式不符合本条规定的保证，买方在保证期间内可选择：(a)要求供应商自担费用检测、移除、重新安装、运送和维修或以符合本订单的产品和/或服务替代/重新履行不符合要求的产品和/或服务；(b)采取可能要求的该等行动以修复所有瑕疵和/或使产品和/或服务符合本订单，在该等情况下，供应商应承担所有相关成本和费用；和/或(c)拒绝和/或退还该等产品和/或服务的全部或部分，由供应商承担风险和费用。任何被维修或替换的产品、或其部件、或重新履行的服务应当享有如上规定的相同保证条款，且保证期间为最初未到期的保证期间或经维修或替换后的二十四（24）个月，适用两者中较晚到期的期间。就任何维修或替换，供应商应自担成本和费用履行买方要求的任何测试，以确保符合本订单。

10. SUSPENSION. Buyer may at any time, by notice to Supplier, suspend performance of the work for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 6.1.

中止。买方可在任何时间，在通知供应商后，就其认为合适的期间中止履行工作。在收到中止通知后，供应商应当立即在指定的范围内暂停工作，适当看顾和保护所有在造产品和供应商现有的为履行工作准备的材料、物资和设备。经买方要求，供应商应当立即向买方提供未完成材料、设备和/或生产服务的采购和分包合同的复印件，并采取买方就该等采购或分包合同指示的的有关措施。买方可以在任何时间以书面通知的形式撤销对全部或部分工作的中止，并指定撤销的生效日期和范围。供应商应当在指定的撤销的生效日期重新恢复勤勉履行。就中止导致的该等工作所需成本或时间的增减的所有请求应当根据第 6.1 条提出。

11. TERMINATION.

终止。

11.1 *Termination for Convenience*. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Upon such termination, Buyer and Supplier shall negotiate reasonable termination costs, which shall only include Supplier's reasonable, direct costs that have or shall necessarily be incurred as a direct result of such termination. Any Supplier claim for such costs shall include reasonable documentation supporting such claim and shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the Buyer's termination notice.

便利终止。买方可以在任何时间以向供应商提供书面通知的形式为便利终止本订单的全部或部分。该等终止后，买方和供应商应当协商确定合理的终止成本，其中仅应包括供应商直接因该等终止必然或已经产生的合理的直接成本。任何供应商就该等成本的请求应包含支持该等请求的文件，且若在收到买方终止通知后的三十（30）日内未作出，即视为放弃。

11.2 *Termination for Default*. Except for delay due to causes beyond the control and without the fault or negligence of Supplier (lasting not more than sixty (60) days), Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within ten (10) days of receiving Buyer's written notice of default; except that Buyer's termination for Supplier's breach of Sections 14, 15 or 16 shall become effective immediately upon Supplier's receipt of Buyer's written notice of default. Upon termination, Buyer may procure goods and/or services similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such goods and/or services and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier.

违约终止。除非因供应商不存在过错或过失的且非受其控制的原因导致的迟延（持续时间不超过六十（60）天）以外，如果供应商未能遵守本订单的任何条款或者未能完成进度且买方合理判断为可能影响到本订单的履行，买方可通过发出书面违约通知的形式终止本订单的全部或部分，且不承担任何责任。若供应商在收到买方书面违约通知后的十（10）日内未能补救该违约行为，该等终止应即生效；但在供应商违反第 14,15 或 16 条的情况下，买方的终止决定自供应商收到买方的书面违约通知之时立即生效。终止后，买方可采购与被终止的产品和/或服务相似的产品和/或服务，且供应商应当负责承担买方就该等产品和/或服务支出的额外成本或其他相关成本。在买方未要求终止的范围内，供应商应当继续履行本订单。如果供应商因任何原因预期难以遵守本订单的任何要求，供应商应当立即以书面形式通知买方。在不限制本文件其他任何权利的前提下，若买方在交付日期过期后同意接受交付，买方可要求以最快方式交付，且该等货运和处理的全部成本应由供应商承担。

11.3 *Termination for Insolvency*. If (a) Supplier dissolves or ceases to do business; (b) Supplier fails to pay its debts as they come due; or (c) Supplier or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order

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without liability, except for goods or services completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

解散终止。如果(a)供应商解散或不再从事商业活动；(b)供应商不能清偿到期债务；或(c)供应商或其他实体进入解散、接管、破产或任何其他处置供应商债务的程序，买方可立即终止本订单且不承担任何责任，但不适用于终止后合理期间内已经完成、交付和接受的产品或服务（其应按订单价格获得付款）。

11.4 *Supplier's Obligations on Termination*. Unless otherwise specified by Buyer, upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; (d) make all commercially reasonable efforts to mitigate any expenses or cost incurred by Supplier including during any termination process; and (e) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

供应商对终止的义务。除非买方另有规定，供应商收到本订单终止通知后，供应商应当立即：(a)根据通知的指示停止工作；(b)就本订单已终止部分，不再签订新的分包合同/订单；(c)终止或经买方要求转让关于已终止部分工作范围内的分包合同/订单；(d)尽所有商业上合理的努力减少供应商产生的成本或费用（包括在终止过程中产生的成本或费用）；及(e)交付与该等工作相关而必须的和/或产生的所有已完成工作、在造产品、设计、图纸、技术规格、文件和材料。

12. INDEMNITY AND INSURANCE.

赔偿和保险。

12.1 *Indemnity*. Supplier shall defend, indemnify, release and hold Buyer and its Affiliates, and each of its and their directors, officers, managers, employees, agents, representatives, successors and assigns (collectively, the "Indemnitees") harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages (including but not limited to premium transportation, customer liquidated damages and customer penalties), liabilities, costs and expenses of any nature whatsoever, including, all attorneys' fees (collectively, "Claims") arising from any act or omission of Supplier, its agents, employees or subcontractors (collectively, "Supplier Personnel"), except to the extent attributable to the sole and direct gross negligence of Buyer (for the purpose of which "gross negligence" shall mean, in relation to a party, a reckless breach of a duty of care owed by that party where, in all circumstances, the consequences of such breach are very serious and it was reasonably foreseeable that they would be so). Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. In addition, Supplier shall indemnify, defend, release and hold the Indemnitees harmless from and against any Claims arising out of employment or labor claims or proceedings initiated by Supplier Personnel against or involving Buyer. Supplier further agrees to indemnify Buyer for any attorneys' fees or other cost Buyer incurs to enforce it rights hereunder.

赔偿。供应商应当维护、赔偿、免除和保持买方和其关联方及其董事、高管、经理、员工、代理人、代表人、承继人和受让人（统称为"受偿人"）免受因供应商、其代理人、员工或分包商（统称为"供应商人员"）的作为或不作为导致的任何形式的任何及所有索赔、诉讼、要求、和解、损失（包括但不限于额外的 运输成本、对客户承担的违约金和赔偿金）、判决、罚金、处罚、损失、责任、成本和费用，包括所有律师费（统称为"索赔"），除非该等索赔是因买方单独且直接的重大过失导致的（此处的"重大过失" 是指，就一方而言，对其所负的注意义务的无意违反，在任何情况下，这种违反的后果非常严重，并且可以合理地预见会这样）。供应商同意在其签订的与履行本订单相关的所有分包合同时加入与该等条款实质相似的条款。此外，供应商应当维护、赔偿、免除和保持受偿人免受供应商人员就劳动或劳务请求及程序提起的针对或涉及买方的任何索赔。供应商进一步同意赔偿买方为执行其该等权利产生的任何律师费或其他成本。

12.2 *Insurance*. For the duration of this Order and for a period of six (6) years from the date of delivery of the goods or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A- VII or S&P A or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where goods are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD $5,000,000.00 (or the equivalent amount in RMB, same below) per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, and dismantling, investigation and reassembly insurance with all such coverages in this Section 12.2(a) applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name General Electric Company, its Affiliates (defined in Section 2.2(c)), directors, officers, agents and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD $2,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of USD $2,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, with such policy being endorsed to name Buyer as "Loss Payee" as its interests may appear; and (e) appropriate Workers' Compensation Insurance protecting Supplier from all claims under any applicable Workers' Compensation or Occupational Disease Act. Supplier shall obtain coverage similar to Workers' Compensation and Employers' Liability for each Supplier employee performing work under this Order outside of the U.S. To the extent that this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of $5,000,000.00 per claim. If any insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order and Supplier must maintain continuity of coverage for three (3) years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 12.2(c), (d) and (e) shall be endorsed to provide a waiver of subrogation in favor of Buyer, its Affiliates (defined in section 2.2(c)) and its and their respective employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections (a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance policy.

保险。就本订单的期间及产品交付或服务履行后的六（6）年内，供应商应当通过在产品出售地或服务履行地具有资质的相当于 A.M. Best A-VII 类或 S&P A 类的保险人，或者在不存在该等分类的管辖地区通过同等资质的保险人，提供如下保险：(a)一般商业/公共责任险，以发生式保单的形式就每次事故提供至少 5,000,000.00 美元（或等额人民币，下同）的保险金额并覆盖：(i)身体伤害/财产损失，(ii)个人/广告侵害；及(iii)产品/完工责任，包括为本订单约定的责任提供保险的合同责任保险和拆卸、调查和重新组装保险，本第 12.2 (a)约定的该等保险范围在如下主要基础上适用：约定交叉责任，但不接受任何自我投保保留，背书至通用电气公司、其关联企业（如第 2.2(c)条定义）、董事、高管、代理人和员工以作为附加被保险

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人；(b)商业汽车责任险，保险范围为履行本协议使用的所拥有的、租用的或非拥有的汽车，保险金额为 2,000,000.00 美元结合每次事故的单次上限；(c)雇主责任险，保险金额就每次事故、伤害或疾病为 2,000,000.00 美元；(d) “所有风险”基础上的财产险，保险范围为在供应商看顾、保管和控制下的买方财产的完全替换成本，该等保险应背书至买方名下并以其作为可能产生的收益的保险受偿人；以及(e)适当的工伤保险，以承保供应商在任何适用的工伤赔偿或职业病法项下的责任。供应商应当就每个在美国以外履行本订单项下工作的员工取得类似于工伤保险或雇主责任险的保险覆盖。若本订单为提供专业服务的目的适用，供应商应当维持职业/错误和疏忽责任险，最低每次追偿金额为 5,000,000.00 美元。若任何保险的获赔是基于每次请求，该保险的回溯日期应早于本订单的出具日，且供应商应当在本订单终止、到期或完成后三（3）年内维持该等保险。第 12.2(c)，(d)和(e)项规定的保险，就该等条款规定的该等保险范围内的所有损失和损害，应为买方、其关联企业（根据第 2.2(c)条定义）及其各自员工的利益背书放弃代位求偿权。供应商持有的任何保险的自我投保保留或免赔额的申请和付款由供应商单独负责。如果买方因满足供应商的保险项下的任何自我投保保留或免赔额而被传唤，买方可以在法律允许的情况下向供应商要求赔偿和补偿。经买方要求，供应商应向买方提供一份证明最低保险要求已生效的保险证明。保险证明应载明买方要求的保险政策内已经包含所要求的保险范围扩展。经买方要求，背书复印件应当随附于保险证明，用以证明买方要求的额外保险状态、放弃代为追偿权条款和/或保险受偿人状态。若某些保险不符合约定的保险范围，则对该等保险证明的接受不应当以任何形式理解为买方已经放弃其保险要求或任何其他就此约定的义务。上述第(a)、(b)和(c)项约定的保险限额可以通过每份保单或者通过多份保单的结合及一份超额/总括责任保险达到。

13. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract, or transfer (including by change of ownership or control, by operation of law or otherwise) this Order or any of its rights or obligations hereunder, including payment or the sale of assets required to support Supplier's obligations under this Order, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Further, Supplier shall advise Buyer of any subcontractor or supplier to Supplier: (a) that shall have at its facility any parts, components, or goods with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) fifty percent (50%) or more of whose output from a specific location is purchased directly or indirectly by Buyer. In addition, Supplier shall obtain for Buyer, unless advised to the contrary in writing, written acknowledgement by such assignee, subcontractor and/or supplier to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Buyer may freely assign this Order to any third party or Affiliate (defined in Section 2.2 (c)).

转让、分包和控制权变更。 未经买方事先书面同意，供应商不得转让、委托、分包或让与（包括因法律实施或其他原因导致的所有权或控制权变更）本订单或其在本订单项下的权利或义务，包括付款义务或为支持供应商履行本订单下的义务而必需的资产出售。 若买方同意供应商的转让，则供应商应确保该等受让人受本订单条款和条件的约束。另外，供应商应将其分包商或供应商告知买方：(a)在其设施中有任何带有买方或任何买方关联方的名称、标识或商标的零部件、组件或产品（或负责上述名称、标识或商标的贴附）；和/或(b)其源自特定地点的百分之五十（50%）或更多产出都直接或间接被买方购买。此外，除非买方作相反书面表示，供应商应为买方取得该等受让人、其分包商和/或其供应商关于将遵守买方的诚信政策，并服从买方或应买方要求而指定的第三方不时的现场检测或审计的承诺的书面确认。受制于前述，本订单应对各方、其分别的继受人及受让人具有约束力并以其为受益人。买方可以自由地向第三方或买方关联方（定义于第 2.2 条(c)项）转让本订单。

14. COMPLIANCE WITH GE POLICIES. Supplier acknowledges that it has read and understands the *GE Integrity Guide for Suppliers, Contractors and Consultants*, which may be updated or modified by Buyer from time to time (the "**Guide**"), and which is located at: http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm. Supplier agrees to fully comply with the Guide with regard to provision of the goods and/or services. Supplier agrees not to pay, promise to pay, give 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.

遵守通用电气的政策。供应商确认其已经阅读并理解《通用电气供应商、外包服务商和顾问的诚信指南》（“**指南**”）。该指南可能被买方不时更新或修改，并载于 http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm。 供应商同意完全遵守指南关于产品和/或服务的条款。供应商同意不直接或间接地为非法或不正当地影响与本订单有关的决定、或获取或维持与本订单有关的业务的目的而向任何人支付、承诺支付、给予或授权支付任何金钱或有价值之物。

15. COMPLIANCE WITH LAWS.

遵守法律。

15.1 *General*. Supplier represents, warrants, certifies and covenants ("**Covenants**") that it shall comply with all laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities which are applicable to the activities relating to this Order (collectively, "**Laws**") and the Guide.

一般条款。供应商陈述、保证、证明并承诺（“**承诺**”）其将遵守适用于与本订单有关的活动的所有由政府机关或当局发布的法律、条约、协定、协议、规定、条例、规范、标准、指令、命令和规则（统称“**法律**”）和指南。

15.2 *Environment, Health and Safety.环境、健康和安全*

(a) General. Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any suppliers it uses to perform the work called for under this Order shall be in compliance with Section 15 of this Order.

一般条款。供应商承诺其将为保护健康、安全和环境之必要而采取适当行动并已建立有效的要求以确保任何其用于进行本订单项下所需工作的供应商遵守本订单第 15 条。

(b) Material Content and Labeling. Supplier Covenants that each chemical substance or hazardous material constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Notwithstanding the foregoing, Supplier Covenants that none of the goods contains 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 unless, Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions, of any substance,

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preparation, mixture, alloy or goods supplied under this Order and any other relevant information or data. Hazardous materials as used in this Order means any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

物料组成和标签。供应商承诺组成或包含于产品的每项化学物质或有害物质均适于使用和运输，并已适当地包装、标记、标签、有记录地运输并/或根据有关法律登记。尽管有前述内容，供应商承诺任何产品均不包含以下任何一项：(i) 砷、石棉、苯、铍、四氯化碳、氰化物、铅或铅化合物、镉或镉化合物、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（“**PCBs**”）、多溴化联苯(“**PBBs**”)、多溴二苯醚(“**PBDEs**”)、纳米材料；或 (ii)任何被蒙特利尔议定书、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关于化学品注册、评估、授权和限制的立法以及其他类似的化学规定所限制或禁止的化学物质，但买方明确书面同意的除外。经买方要求，供应商应向买方提供安全数据表、任何本订单项下的物质、制剂、混合物、合金或产品化学组成，包括其比例以及任何其他有关信息或数据。本订单中所指有害物质系指因潜在的对安全、健康或环境的影响而被适用法律所规制的任何物质或材料。

15.3 *Subcontractor Flow-downs for U.S. Government Contracts*. Where the goods and/or services being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the "*GE Renewable Energy Government Acquisition Appendix*" which are available at https://www.ge.com/renewableenergy/sites/default/files/2020-02/geren-government-procurement-appendix-march-27-2018.pdf shall apply to this Order. Supplier acknowledges it has reviewed such appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government.

美国政府合同的下游分包商。若买方自供应商处采购的产品和/或服务是用于支持美国政府作为最终客户或全部或部分由美国政府资助的最终客户，则下列可见于 https://www.ge.com/renewableenergy/sites/default/files/2020-02/geren-government-procurement-appendix-march-27-2018.pdf 的“通用电气可再生能源政府采购附件”中的附加条款将适用于本订单。供应商确认其已经审阅该等附件并同意遵守该等条款（如适用），同时承诺其并未被宣布不适格与美国政府或由美国政府部分或全部资助的终端客户缔结合约。

15.4 *Import & Export Compliance*.

进口&出口合规。

(a) General. Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of goods, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any goods, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. In the event that Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

一般条款。供应商承诺其知晓所有适用的出口、出口控制、海关和进口法律并将遵守该等法律和买方提供的任何指示和/或政策。前述应当包括确保满足所有必要清关要求、取得出口和进口许可及对该等许可的豁免，并作出所有适当的海关申报并向适当的政府机构进行申请和通知，包括就向外国目的地或国民提供有关服务及发出或转移产品、硬件、软件和技术进行披露。供应商承诺，除非法律明确允许，其不得促使或允许任何与本订单有关的产品、技术数据、软件或由买方基于此提供的直接产品被出口、转运、再出口或以其他方式转移。供应商承诺其未被任何政府实体暂停、禁止、或被宣布不适格从事出口。若供应商已被任何政府机构暂停、禁止、或被宣布不适格从事出口，买方有权立即终止本订单而不承担任何责任。

(b) Trade Restrictions.

贸易限制。

(i) Supplier Covenants that it shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of Treasury. This clause shall apply regardless of the legality of such a transaction under local law.

供应商承诺其不得向或从以下各方售卖、分销、披露、发出、接收或以其它方式转移本订单项下的任何项目或技术数据：(1)任何被美国国务院认定为“支持恐怖主义的国家”或“SST”的国家；(2) 任何位于 SST 国家的实体或被位于 SST 国家的实体拥有的实体；或(3)任何被美国财政部列入“特别指定的国家及限制的个人”名单的个人或实体。无论交易在交易当地法律下合法与否，本条均应当适用。

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any goods to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, which currently includes, Cuba, North Korea and the disputed region of Crimea.

买方可以，不时地根据商业原因，退出和/或限制其与特定司法管辖区域、地区、领域和/或国家的商业交易。因此，受制于适用法律，供应商在此同意不在本订单项下向买方供应任何直接或间接源自买方向供应商指出的该等司法管辖区域、地区、领域和/或国家的产品。前述国家目前包括古巴、北朝鲜和克里米亚争议地区。

(c) Trade Remedy Laws. Supplier Covenants that no goods sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an "escape clause", under the Law of any countries to which the goods may be exported. In the event that any jurisdiction imposes such duties or tariffs on goods subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

贸易救济法。供应商承诺向买方在本订单项下销售的产品不受制于反倾销和反补贴税。供应商承诺本订单项下所有销售均应在该等销售在任何产品可能被出口到的国家法律下都不会引起新的反倾销或反补贴税或其他税或关税、包括与贸易争议有关或作为免责条款中的救济。若任何司法管辖区域对本订单项下产品实施该等税或关税，买方有权立即通过书面通知供应商的方式终止本订单而不承担责任。

(d) Shipping/Documentation Requirements. With each shipment, Supplier shall provide: (i) a packing list containing all information specified in Section 19 below, (ii) a commercial or pro forma invoice and (iii) all required security-related information needed for the import of the goods. The commercial/pro forma

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invoice shall include: contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; Buyer's order number; order line item; part number; release number (in the case of a "blanket order"); detailed description of the merchandise; quantity; unit purchase price in the currency of the transaction; Incoterms® 2010 used in the transaction; the named place of delivery; and both (1) "country of origin" of the goods and (2) customs tariff numbers of the country of consignment, as each are determined under customs Law; the applicable national export control numbers; and if the goods are subject to U.S. export regulations, ECCN or ITAR classifications.

货运/文件要求。就每次货运，供应商应当提供：(i)包括以下第 19 条列明的所有信息的装运清单，(ii)一份商业或形式发票及(iii)所有就进口产品需要的安全相关的信息。该等商业/形式发票应包含：买方和供应商知悉交易内容的代表的联系名称和电话；买方订单号；订单明细；部件编号；版本号（在"总括订单"的情况下）；商品的详细描述；数量；以交易货币计算的单位采购价格；交易使用的《国际贸易术语解释通则 2010》；交付的地点；以及(1)产品的"原产国"和(2)根据海关法确定的交付国的海关税号；适用的国家出口控制数量；及在适用美国出口规则的情况下，出口控制分类编号（ECCN）或《国际武器贸易条例》（ITAR）分类。

(e) Preferential Trade Agreements/Duty Drawback. If goods shall be delivered to a destination country having a trade preferential or customs union agreement ("**Trade Agreement**") with Supplier's country, Supplier 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, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of goods into the destination country. If Supplier is the importer of record for any goods purchased hereunder, including any component parts thereof, upon Buyer's request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of goods. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation.

优惠贸易协议/退税。 若产品应被交付至的目的地国家与供应商所在国家之间存在优惠的贸易协议或关税同盟协议（"**贸易协议**"），供应商应为买方的利益与买方配合审阅任何特殊项目对产品的可适用性，并向买方提供任何所需文件，包括用以支持适用的特殊关税项目或贸易协议的关于原产地的声明或证书以使得产品进入目的地国家可以享受零关税或降低后的关税。若供应商是本订单项下购买的任何产品、包括其组件的进口商，则依买方要求，供应商应向买方提供所有必要的文件以使得买方能够申请并取得退税。供应商应立即通知买方任何已知的关于产品原产地的文件错误和/或变更。供应商应补偿买方因供应商不准确的文件或不及时的合作导致的任何成本、罚款、罚金、或费用。

(f) Brexit. Without limiting Section 15.4(a), to the extent any of the goods and/or services under this Order will be delivered or ultimately used/installed in the United Kingdom, Supplier represents and covenants that Supplier is fully knowledgeable of all of the implications that Brexit has had, or will have, on all applicable laws including, by way of example, export, export control, customs, technical regulations (i.e. UKCA requirements) and import laws. Under no circumstance will Supplier be granted any extension of time or any additional payment under this Order in relation to delays or additional costs that Supplier may suffer as a result (either directly or indirectly) of Brexit. Supplier shall further indemnify Buyer for any costs or Claims that Buyer incurs as a result of Supplier's failure to comply with the present Section 15.4(f).

英国脱欧。在不限制第 15.4(a)条的情况下，如果本订单下的任何货物和/或服务将在英国交付或最终使用/安装，供应商陈述并承诺，供应商完全了解英国脱欧对所有适用法律，包括（举例来说）出口、出口管制、海关、技术法规（即：英国合格评定要求）和进口法律，已经或将产生的所有影响。在任何情况下，对于供应商可能因英国脱欧而（直接或间接）遭受的延误或额外成本，供应商都不会根据本订单获得任何时间上的延长或任何额外付款。供应商应进一步赔偿买方因供应商未能遵守本第 15.4(f) 条规定而产生的任何费用或索赔。

15.5 *Anti-Bribery.*

反贿赂。

(a) Supplier shall: (i) comply with all applicable Laws relating to anti-bribery and anti-corruption (the "Relevant Requirements"); (ii) comply with the Guide and such other policies relating to ethics, anti-bribery and anti-corruption as Buyer may provide to Supplier and update from time to time (the "Relevant Policies"); (iii) not do, or omit to do, any act that will cause or lead the Buyer to be in breach of any of the Relevant Requirements or Relevant Policies; (iv) have and shall maintain in place throughout the term of this Order their own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will comply with them where appropriate; and (v) promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Order;

供应商应：（i）遵守所有与反贿赂和反腐败有关的适用法律（"相关要求"）； (ii) 遵守指南以及买方可能提供给供应商并不时更新的有关道德、反贿赂和反腐败的其他政策（"相关政策"）； (iii) 不做或忽略任何将导致买方违反任何相关要求或相关政策的行为；(iv) 在本订单有效期内，拥有并应维持其本身的政策和程序，以确保遵守相关要求和相关政策，并将在适当的情况下予以遵守； 及 (v) 及时向买方报告供应商收到的与履行本订单有关的任何不正当的财务或其他形式的好处的请求或要求；

(b) Supplier shall ensure that any person associated with the Supplier 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 Supplier in this Section 15.5 ("Relevant Terms"). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

供应商应确保与供应商有关的任何人员在履行与本订单有关的服务或提供货物时，仅在书面合同的基础上进行此类行为，该合同对该人员规定的条款与本第 15.5 条对供应商规定的条款（"相关条款"）相当，并从该人员处获得。供应商应负责该等人员对相关条款的遵守和履行，并应就该等人员对任何相关条款的违反向买方直接负责。

(c) Breach of this Section 15.5 shall be deemed a material breach of this Agreement.

违反本第 15.5 条的行为应被视为对本协议的重大违反。

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16. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

保密、数据保护与公开。

16.1 *Confidentiality*.

保密。

(a) "**Confidential Information**" for purposes of this Order shall mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer's Property; (iii) all information Supplier Personnel derive from Buyer's Property; and (iv) all of Buyer's IP Rights (defined in Section 5).

本订单中"**保密信息**"指：(i) 本订单条款；(ii) 买方披露给供应商的所有信息和资料，包括买方财产；(iii) 供应商人员从买方财产中获知的所有信息；以及 (iv) 所有的买方知识产权（见第 5 条定义）。

(b) Supplier shall: (i) use the Confidential Information only for the purposes of fulfilling Supplier's obligations under this Order; and (ii) without limiting the requirements under Section 16.2, use the same degree of care with the Confidential Information as with its own confidential information , which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers, and employees (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist the Supplier in performing its obligations under this Order. Supplier agrees that prior to disclosing the Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges the irreparable harm that shall result to the Buyer if the Confidential Information is used or disclosed contrary to the provisions of this Section.

供应商应当：(i) 仅为履行本订单的供应商义务而使用保密信息；以及 (ii) 在不限制第 16.2 条的要求的情况下，对保密信息采取如同其自己的保密信息相同程度的谨慎对待，且至少为一个合理标准的谨慎程度，以防止保密信息泄露，除非供应商向供应商管理人员、董事、经理和雇员（统称"**被授权方**"）在本订单项下履行其协助供应商的义务的必要程度内进行披露。供应商同意在披露保密信息给被授权方前，供应商应告知被授权方保密信息的保密性质并保证该被授权方已经签署过严格性至少与本条相当的保密协议。供应商承认如违反本条条款使用或披露保密信息，则会对买方造成了不可挽回的损失。

(c) The restrictions in this Section 16 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation.

对于买方向供应商披露的特定部分的保密信息，如果这些信息 (i) 非因供应商的披露而被公众广泛知晓；(ii) 在披露给供应商之前可以基于非保密渠道取得；(iii) 可以基于非保密渠道被供应商从买方以外的来源取得，并且就供应商所知该来源不对买方承担保密义务；或 (iv) 由供应商在不参考保密信息的情况下独立开发，并且供应商书面文件核实这些信息的开发，则本第 16 条关于保密信息的限制将不对其生效。

(d) Within thirty (30) days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

在本订单完成或终止的三十 (30) 天内，供应商应向买方返还或销毁（并将销毁的书面证明交予买方）所有保密信息，包括复制件。对保密信息的返还或销毁将不影响基于本订单的持续有效的供应商保密义务。

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the goods or services purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 4), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer shall have the right to use, copy, modify and disclose the same as it sees fit.

供应商应该已经或随后将向买方披露的，及以任何方式与本订单项下购买的产品和服务有关的（不包括第 4 条所述视为买方财产的）任何知识和信息，均不应被视为保密的或专有的，并应可以作为本订单项下对价的一部分无限制地被买方免费获得（除侵权赔偿外），且买方对其应有权以买方认为合适的方式使用、复制、修改和披露，即使其存在任何版权或其它通知。

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

基于前述事项，如果供应商被质询、传唤或其它法律程序所要求公开任何保密信息，其同意在切实可行的范围内向买方及时提供关于每项该等要求的书面通知，以使买方可以寻求合适的保护令，基于本条条款豁免供应商的遵守义务或两者皆采用。如果供应商在没有收到保护令或豁免的情况下根据其法律顾问的意见合法地被要求披露该等保密信息，供应商可以按照要求的对象和程度披露该等信息并不承担本订单规定的责任，但应尽最大努力对任何已披露的保密信息采取保密措施。

16.2 *Privacy* and Data Protection. Supplier agrees that GE Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the "GE Privacy and Data Protection Appendix" located at (https://www.ge.com/renewableenergy/sites/default/files/2020-02/Privacy%20and%20Data%20Protection%20Appendix%20042518.pdf. If Supplier has access to GE Restricted Data, Sensitive Personal Information, Controlled Data or a GE Information System as defined in the *GE Privacy and Data Protection Appendix*; Supplier agrees to apply such additional safeguards and to grant Buyer such additional rights as are set out in the *GE Privacy and Data Protection Appendix* relating to such data. In addition, Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier's representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the *GE Privacy and Data Protection Appendix*.

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隐私和数据保护。供应商同意通用电气的保密信息应根据网址为(https://www.ge.com/renewableenergy/sites/default/files/2020-02/Privacy%20and%20Data%20Protection%20Appendix%20042518.pdf 的“*通用电气隐私和数据保护附件*”受到有组织的、技术上的和实体上的控制和其它安全保护。如果供应商可以获得根据*通用电气隐私和数据保护附件*所定义的通用电气受限数据、敏感个人信息、受控制信息或连接到通用电气信息系统，供应商同意应用该等额外安全保护并授予买方根据*通用电气隐私和数据保护附件*中与该等数据相关的额外权利。此外，供应商知道并同意买方可以要求供应商提供某些供应商代表的个人信息以促进本订单的实施，且买方应根据*通用电气隐私和数据保护附件*处理和维护该信息。

16.3 *Publicity*. Supplier shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), or release any information concerning this Order or with respect to its business relationship with Buyer or any Buyer Affiliate, to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation there of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

公开。除适用的法律要求外，供应商不得在未经买方或其关联企业事先书面同意的情况下向任何第三方作出任何公告、拍摄或发布任何照片（除为其产品制造和组装的内部运营目的外），或发布任何有关本订单或有关其与买方或买方关联企业间商业关系的信息。 供应商同意，未经买方或其关联企业事先书面同意的情况下，其不得 (a) 将买方或其关联企业的名称、商号、商标标识或模仿标识以及买方及其关联企业任何管理人员或雇员的姓名公开地或以其它方式进行商业宣传；或 (b) 直接或间接地表示供应商提供的任何产品和服务经过买方或其关联企业的核准和支持。

17. INTELLECTUAL PROPERTY INDEMNIFICATION. Supplier shall indemnify, defend and hold Buyer and Buyer's customers harmless from any and all claims against Buyer and/or Buyer's customers alleging intellectual property infringement of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any product, service, article or apparatus, or any part thereof constituting goods or services furnished under this Order, as well as any device or process necessarily resulting from the use thereof (the "**Indemnified IP**"), including the use, sale, importation, distribution, reproduction or licensing of such Indemnified IP, in foreseeable combinations with products or services not supplied by Supplier. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier's expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys' fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of any Indemnified IP is enjoined, Supplier shall, at Buyer's option and Supplier's expense, either: (a) procure for Buyer the right to continue using such Indemnified IP; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified IP and/or halt such use of the Indemnified IP in providing goods and/or services under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall use commercially reasonable efforts to obtain an intellectual property infringement indemnity from its direct or indirect suppliers providing goods and/or services as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order.

知识产权赔偿。供应商应保护买方和买方的客户不受任何第三方针对买方和/或买方客户的，基于使用、销售、进口、分销、复制或许可任何产品、服务、物品或设备，或组成本订单项下供应的产品或服务的任何部分，以及由此所必然产生的任何装置或流程（“**受保护的知识产权**”），包括使用、销售、进口、分销、复制或许可该等受保护的知识产权，以及可预见的与非供应商提供的产品或服务的结合，所提起的任何专利、版权、商标、商业秘密或其它知识产权的任何和全部知识产权侵权指控的伤害。买方应及时将任何该等诉讼、指控或法律程序通知供应商并提供给供应商用于应诉的权限、信息和协助（由供应商承担费用），并且供应商应支付包括合理律师费在内的所有发生的和判决的赔偿和费用。尽管有前述规定，该等诉讼、指控和法律程序的任何和解协议应征得买方的同意，但买方不能不合理地拒绝给予同意。如果任何对受保护的知识产权的使用被禁止，供应商应当基于买方的选择并由供应商承担费用，选择 (a) 向买方取得继续使用该等受保护的知识产权的权利；(b) 替换成不侵权的同等物；或 (c) 移除受保护的知识产权且/或在根据本订单提供产品和/或服务中停止使用该受保护的知识产权并将采购款返还给买方，并且在任何情况下，供应商应负担所有的相关成本和费用。供应商同意其应当尽商业上合理的努力以从向其提供作为本订单可交付成果的一部分的产品和/或服务的直接或间接分供商处获取知识产权侵权赔偿，且应与其在本订单项下向买方提供的知识产权侵权赔偿保持一致。

18. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

商业可持续计划和供应链安全。

18.1 *Business Continuity Planning*. Supplier shall prepare, maintain and upon request of Buyer provide, at no additional cost to Buyer, a Business Continuity Plan ("**BCP**") satisfactory to Buyer and designed to ensure that Supplier can continue to provide the goods and/or services in accordance with this Order in the event of a disaster or other BCP-triggering event (as such events are defined in the applicable BCP).

商业可持续计划。供应商应在不对买方产生额外花费的情况下，准备、维持并在买方要求时提供一套符合买方要求并确保供应商在灾难或其它商业可持续计划触发事项（例如在适用的商业可持续计划中定义的事项）发生时可以持续提供本订单项下产品或服务的商业可持续计划（“**商业可持续计划**”）。

18.2 *Supply Chain Security*. Supplier shall maintain a written security plan and upon request of Buyer, certify to Buyer in writing at no additional cost to Buyer, 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**") 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**") and flow down to its sub tiers as appropriate. Supplier shall: (a) communicate such SAFE Framework Programs recommendations to its sub-suppliers and transportation providers ("**Subtiers**"); (b) condition its relationship with those entities upon their implementation of a Security Plan; and (c) upon request of Buyer, Supplier shall certify to Buyer in writing that its Subtiers' Security Plans comply with all applicable SAFE Framework Programs.

供应链安全。供应商应保持一项符合美国海关及边境保卫局海关—商贸反恐怖联盟项目（“**海关—商贸反恐怖联盟项目**”）、欧盟授权济运营商安全计划（“**欧盟授权经济运营商安全计划**”）或世界海关组织保卫和促进全球贸易标准架构（“**标准架构项目**”）的书面安全计划（“**安全计划**”）并依据该计划实施合适的程序，并在买方要求时无偿向买方书面出具证明。供应商应 (a) 将该等推荐的标准架构项目传达给其次级供应商和运输提供者（“**下级**”）；(b) 以实施安全计划为条件同其它实体建立商业关系；以及 (c) 经买方要求，供应商应向买方书面证明其下级的安全计划符合标准架构项目所有适用的要求。

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19. PACKING, PRESERVATION AND MARKING. Without limiting Supplier's obligation to comply with all Buyer specifications applicable to this Order, packing, preservation and marking shall be in accordance with Buyer's current version of General Requirements for Marking, Packaging, Preservation and Shipping P23E-WE-0255, which Supplier acknowledges it has received or has been made available to Supplier and on any specification or drawing or as specified on this Order, or if not specified, the best commercially accepted practice shall be used, which shall be consistent Law.

包装、储藏和标记。在不限制供应商遵守适用于本订单的所有买方规格的义务的情况下, 包装、储藏和标记应根据买方当前版本的标记、包装、储藏和运输的一般要求 P23E-WE-0255。供应商承认其已经收到或已被提供或通过任何技术规格、图纸或本订单的规定收到该要求，或者若没有明确约定，应为符合法律规定的商业上可接受的最佳实践。

20. GOVERNING LAW AND DISPUTE RESOLUTION.

准据法和争议解决。

20.1 *Governing Law*. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of the People's Republic of China, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

*准据法。*本订单应在任何方面下均由中华人民共和国实体法律管辖和解释，排除其冲突法条款规定。双方排除《联合国国际货物销售合同公约》的适用。

20.2 *Dispute Resolution*. Any dispute arising out of or in connection with this Order ("**Dispute**") shall be finally settled by arbitration in Beijing by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules. The award shall be final and binding on both Buyer and Supplier, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award.

*争议解决。*任何因本订单产生的或与本订单相关的争议（"**争议**"）应提交中国国际经济贸易仲裁委员会，根据其仲裁规则在北京进行仲裁最终解决。该等仲裁裁决应是终局且对买方和供应商均有约束力，并且双方特此放弃向任何法院上诉请求修改或变更仲裁裁决书的权利。

21. ELECTRONIC COMMERCE. Supplier agrees to participate in Buyer's current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) "written" and a "writing"; (b) "signed" (in the manner below); 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 validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other Law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. 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 attributed to the message content. The effect of each such message shall be determined by the electronic message content and by applicable Law of People's Republic of China, excluding any such Law requiring signed agreements or otherwise in conflict with this Section.

电子商务。供应商同意参与买方当前的及未来的电子商务应用和倡议。基于本订单的目的，双方之间属于该应用和倡议的每一条电子消息应被视为：(a) "书面的"和一份"书面文件"；(b) "被签署的"（如下文所述方式）；以及 (c) 经打印电子文档或记录所得到的符合一般商业流程建立和保存方式的原始商业记录。对该等电子消息的有效性和强制性，双方明确放弃任何基于"反欺诈条款"或其它要求书面签署协议的证据法律或法规进行反对的权利。任何该等电子文档可以如其以纸质形式创造和保存一样被作为实质性证据引入双方之间的任何诉讼。任一方均不得以任何理由反对任何该等电子文档被作为证据。通过在该等电子消息中放入一个名字或其它标识符，如此做的一方即视为在消息上签名以使他/她的签名归属于该消息内容。每一条该等消息的效力应由该电子消息的内容和适用的中华人民共和国法律所决定，任何要求协议必须签署或以其它方式与本条约定相冲突的法律均应被排除适用。

22. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE RELATED PROVISIONS.

独立合同方 / 与服务相关的额外条款。

22.1 *Independent Contractor*. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier Personnel. Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier Personnel.

*独立合同方。*买方和供应商的关系是独立合同方关系。本订单中任何内容均不应被解释为在买方和供应商或供应商人员之间创造或建立雇主和雇员关系。买方无权直接或间接控制供应商人员被雇佣的条款和条件。

22.2 *Background Checks*. To the extent permissible by Law, and after securing appropriate written authorization from Supplier Personnel, Supplier shall, through the utilization of an authorized background checking agency perform background checks as set out in https://www.ge.com/renewableenergy/sites/default/files/2020-02/ge-background-check-guidelines-100115.pdf prior to (a) stationing any Supplier Personnel to perform services at any Buyer location, facility or work site (each a " Buyer Site") (for purpose of clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier Personnel access to Buyer networks; (c) assigning Supplier Personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier Personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive.

*背景审查。*在法律允许的范围内，并从供应商人员处取得合适的书面授权后，供应商应在下列事项开展之前通过经授权的背景调查机构开展如 https://www.ge.com/renewableenergy/sites/default/files/2020-02/ge-background-check-guidelines-100115.pdf 中所述的背景调查：(a) 配置任何供应商人员于任何买方的场所、工厂或工作地点（"买方地点"）提供服务（为避免歧义，配置不应包括对买方地点的定期到访或参观）；(b) 许可供应商人员进入买方的网络；(c) 指派给供应商人员以与买方地点的安全经营直接相关的任务，该等任务如开展不当将可以造成严重的环境、健康或安全危险；或 (d) 指派供应商人员前往被指定为总体上"安全敏感"的买方地点，即使该工作任务在其它环境中不是安全敏感的。

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23. CYBERSECURITY FOR GOODS WITH EXECUTABLE BINARY CODE. Supplier agrees that all goods supplied under this Order that include executable binary code shall comply with the *Product Cybersecurity Appendix* located at https://www.ge.com/renewableenergy/sites/default/files/2020-02/product-cybersecurity-appendix-rev-10-20-2015.pdf.

附可执行二进制代码的产品的网络安全。供应商同意根据本订单供应的所有包括可执行二进制代码的产品应符合*产品网络安全附件*，网址为：https://www.ge.com/renewableenergy/sites/default/files/2020-02/product-cybersecurity-appendix-rev-10-20-2015.pdf。

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings 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. 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 provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce each and every such provision. Buyer's rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract, or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. Section headings are for convenience and shall not be given effect in interpretation of this Order. The term "including" shall mean and be construed as "including, but not limited to" or "including, without limitation", unless expressly stated to the contrary. The invalidity, in whole or in part, of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Further, the parties agree to give any such section or paragraph deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. The terms of purchase hereunder are written in both English and Chinese and in case of any discrepancy between the two versions, the English version shall prevail. All provisions or obligations contained in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including, Sections 2.3(b) 4, 5, 7, 8, 9, 12, 14, 15, 16, 17, 21 and 24.

其它。本订单以及被其引用而明确要求被包含的文档，应被视为一份针对其所述事项的完整的、排他的和终局性的双方协议表达，且替代双方之间任何先前或同时作出的书面或口头协议。即使同意或默示同意的一方知晓并有机会反对，在先交易方式和行业惯例与确定本订单的含义无关。任何因违反本订单而产生的要求或权利不应被一份放弃通知所全部地或部分地免除，除非该等放弃通知有相应对价的支持并经受损害的一方书面签署。任一方未强制执行任一条款不应被视为对该条款或对该方此后强制执行全部及任一条款权利的放弃。买方在本订单中的权利和救济是对任何其他基于法律、合同或衡平的权利和救济的额外权利和救济，并且买方有权单独地、择一地、相继地或同时地行使所有该等权利和救济。每条条款的标题是为方便之目的并且不应被用于解释本订单。术语"包括"应被解释为"包括，但不限于"，除非有明确的相反表述。本订单任何条款或段落的全部或部分无效不应影响该条或段落的剩余部分，且该条款和段落的剩余部分和其它条款和段落继续保持全部的效力。此外，双方同意给予被视为全部或部分无效的任何该等条款或段落以合法的解释，且最大程度地反映买方和供应商的原始意思表示。本采购条款以中英文书就。如果两种版本有冲突，以英文版本为准。所有本订单中包含的条款或义务，如果按照其性质和效力被要求或被视为将在本订单终止或届满后继续被遵守、保留或执行，该等条款或义务应继续有效并持续为双方的利益对双方、各自继受者（包括通过合并的继受者）和经允许的受让人具有约束力，包括第 2.3(b)、4、5、7、8、9、12、14、15、16、17、21 和 24 条。

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