FIL PURCHASE ORDER – TERMS AND CONDITIONS ("PO Terms")
FIL 采购订单 - 条款与条件（"采购订单条款"）

Note: "Supplier" and "Purchaser" shall have the meanings ascribed to these terms in the purchase order ("**PO**"). Affiliate shall mean any company, corporation or partnership that (i) Purchaser now or hereafter controls, (ii) controls the Purchaser, or (iii) is under common control with the Purchaser. The term "control" means (i) ownership, directly or indirectly through one or more intermediaries, of at least forty (40) percent of the voting shares of an entity, or (ii) the power to cause, directly or indirectly through one or more intermediaries, the direction of the management of an entity, whether through ownership of voting shares, by contract or otherwise. For the avoidance of doubt, Affiliates shall include Eight Roads Holdings Limited and its Affiliates.

注："卖方"和"买方"等词应具有采购订单（"**采购订单**"）中赋予的含义。关联方是指(i)买方目前或以后所控制的任何有限责任公司、股份有限公司或合伙企业，(ii)控制买方的任何有限责任公司、股份有限公司或合伙企业，或(iii)与买方处于共同控制下的任何有限责任公司、股份有限公司或合伙企业。"控制"一词是指(i)直接或通过一个或多个中介间接拥有某一实体至少百分之四十(40%)的表决权股份，或(ii)有权直接或通过一个或多个中介间接地主导某一实体的管理，无论是通过持有表决权股份、通过合同还是其他方式。为免生疑义，关联方应包括 Eight Roads Holdings Limited 及其关联方。

Purchaser and Supplier shall be singly referred to as the "**Party**" or jointly as the "**Parties**". Unless a written agreement is signed between the Parties, the supply of any goods and/or services under the PO shall be governed by the Order (as defined hereinafter).

买方和卖方单独称为"**一方**"，或合称"**双方**"。除非双方签订书面协议，否则采购订单项下任何货物和/或服务的供应均应适用下述订单（定义见下文）。

1. Acceptance and Contract formation: The issuance of the PO together with these PO Terms, including any terms on the website- (the "**Order**") by the Parties constitutes Purchaser's complete offer and Supplier's complete acceptance of the Order and the Supplier doing any act consistent with fulfilling the Purchase Order and shall signify Supplier's acceptance of all the terms and conditions set forth in the Order. In case the Supplier does not have access to the website, the Supplier can request a copy of such terms and conditions from the Purchaser. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with the terms of these Order. Any variation or additions or amendment to the Order including the price stated in the PO ("**Purchase Price**") shall not be binding upon any Party unless expressly agreed to in writing signed by Purchaser.

   承诺与合同成立：双方一经签发采购订单以及本采购订单条款（包括网站上的任何条款，合称为本"**订单**"），即视为买方对本订单的完全要约，卖方对本订单的完全承诺，卖方将实施与采购订单履行相一致的任何行为，此举表明卖方接受订单中规定的所有条款与条件。如卖方无法访问该等网站，则其可向买方索取上述条款与条件的副本。卖方在此放弃其原本享有的任何权利，即信赖与本订单的条款不一致的卖方任何文件上批注、随同该文件交付或在该文件中载明的任何条款的权利。本订单的任何变更、增补或修订，包括采购订单中规定的价格("**采购价格**")，除非买方明确书面同意，否则不对任何一方具有约束力。

2. Payment: The Purchase Price shall remain fixed during the term of the Order. Supplier must render an invoice for each shipment / goods delivered / services performed under this Order as per the terms specified on the PO. Unless otherwise agreed in writing, no advance payment will be made by the Purchaser. An invoice shall be raised by the Supplier only after delivery of goods/ performance of the services. The invoice must be delivered to the Purchaser's billing address or as indicated by Purchaser. Purchase Price is inclusive of all taxes (except as given in Clause 4 below), duties, charges, insurance, delivery, packing, unloading/ and installation charges where applicable.
   Unless disputed by the Purchaser, the invoice shall be paid within 60 days following the later of:
   (a) date of Purchaser's communication regarding acceptance of the goods/services.
   (b) date of receipt of Supplier's valid invoice. Unless stated otherwise, Payment will be in the currency of the country from the PO has been issued.
   An invoice is correctly rendered if it is a valid tax invoice and it is complete, contains Supplier's bank account details, for the amount which has been calculated in accordance with Purchase Price and, where necessary, accompanied by documentation substantiating the amount claimed, and is sent to the address for delivery of invoices shown in the PO.

   支付：采购价格应在本订单有效期内保持固定不变。卖方必须按照采购订单中规定的条款，就本订单项下的每次发货/交付的货物/实施的服务提供发票。除非另有书面约定，否则买方不会预先付款。只有在货物交付/服务履行后，卖方才应开具发票。发票必须递送到买方的账单地址或买方指定的地址。采购价格包括所有税款（下文第4条规定的除外）、关税、费用、保险、交货、包装、卸货/安装费用（如适用）。
   除非买方有异议，否则发票金额应在下列较晚日期后60天内支付：
   (c) 买方发出关于货物/服务验收的通知之日。
   (d) 收到卖方有效发票之日。除另有说明外，支付货币为发出采购订单国家的货币。
   只有满足下列条件，才视为发票已正确提交：该发票为完整的税务发票，载明卖方的银行账户信息、按照采购价格计算的金额，而且在必要的情况下，随附证明索取金额的文件，并发送到采购订单中所示的发票交付地址。

3. Discounts. In connection with any discount offered for prompt payment, time for earning the discount will be computed from the date the correct invoice is received at the office specified by Purchaser. For the purpose of earning any such discount, payment will be deemed to be made on the date it is hand delivered to Supplier or placed in the mail by Purchaser or if paid online, the date on which payment instructions are given to the bank.

   折扣：对于为及时支付而提供的折扣，获得折扣的时间从买方指定的办事处收到正确发票之日起计算。就获得任何该等折扣而言，支付日期将视为买方由专人将款项交付给卖方或将款项交邮之日，或者若在线支付，则支付日期视为向银行发出支付指示之日。

4. Taxes. The Purchase Price is exclusive of sales tax, VAT, goods and service tax, consumption tax or any other similar applicable tax and such taxes if only so stated in the invoice shall be paid by the Purchaser as per the rates specified by the applicable authorities. Supplier shall deposit such taxes to

the authorities in a timely manner prior to imposition of any interest or penalty and indemnify Purchaser against any claims, demands, interest, damages, losses, penalties and fines (including cost and expenses) arising out of or due to Supplier's failure to deposit such taxes correctly and/or in a timely manner. In no event will Purchaser be responsible for any taxes based on Supplier's net income or gross receipts, or other such taxes based on Supplier doing business in any particular jurisdiction.

税款：采购价格不包括销售税、增值税、货物和服务税、消费税或任何其他类似的适用税款，而且只有在发票上注明的情况下，此类税款才应由买方按照主管当局规定的税率予以缴纳。卖方应及时向有关当局缴纳该等税款，以免被收取任何利息或罚金，而且对于因卖方未能正确地和/或及时地缴纳该等税款而引起的任何索赔、要求、利息、损害赔偿、损失、罚金和罚款（包括成本和支出），卖方应对买方予以补偿。在任何情况下，买方均无需承担基于卖方净收入或总收入的任何税款，或基于卖方在任何特定管辖区开展业务而产生的其他此类税款。

5. Delivery - Goods & Services. Where goods are to be delivered under the PO, delivery shall be made at the delivery address shown on the PO, unless otherwise specified thereon. Risk of loss shall not pass to Purchaser until goods have been accepted by Purchaser through its authorized representative. Deliveries are to be made at the date and times specified in the PO. Time is of the essence for all deliveries. Deliveries are to be made in the quantities so specified on the PO. All items delivered shall be appropriately packed so as to be protected against hazards of shipment, loading or unloading, storage and exposure. Shipment advice note should be sent to the delivery address on the same date as goods are dispatched. Supplier will include with each delivery of goods a packing list identifying the PO number, a description and the quantity of each of the goods, and the date of shipment. Upon delivery, Supplier will submit a delivery note for receipt of delivery to be issued to Purchaser. The Supplier shall ensure that it has obtained and has maintained and shall maintain all valid licenses/approvals or other permissions required under the applicable laws in relation to the Goods and/or Services to be provided under this Order.

货物和服务交付：根据采购订单须交付货物的，应按照采购订单上显示的交货地址交付，采购订单上另有规定的除外。在买方通过其授权代表验收货物之前，灭失风险不得转移给买方。应在采购订单中规定的日期和时间进行交货。时间对于所有交货批次而言均至关重要，交货应按照采购订单中规定的数量进行。交付的所有物品应妥善包装，以防止发运、装卸、储存和暴露的危险。发运通知书应在货物发出的同一天发送到交货地址。卖方应在每次交付货物时附上一份装箱单，注明采购订单号、每种货物的描述和数量以及发运日期。交货时，卖方将向买方出具收货通知单。卖方应确保，其已取得并保留，而且应当保留适用法律要求的、与本订单项下所供应的货物和/或服务有关的所有有效执照/批准或其他许可。

6. Where services are to be delivered under the PO, the services shall be performed: at the location and in the manner specified by the Purchaser, and professionally by Supplier's experienced and qualified staff, and in a manner that the Supplier's performance or Purchaser's use of the services do not infringe Intellectual Property Rights of any third person. Where third party materials are being used to deliver the Services or incorporate such material into the deliverables provided with the Services, the Supplier must ensure that it has the necessary rights to such use materials or deliver that to the Purchaser. Whenever Supplier's staff is present at Purchaser's premises for performance of the services, the Supplier must and also ensure its personnel comply with the onsite policies of the Purchaser which are generally applicable to all similar third party staff. If Supplier's staff is required access to Purchaser's network or confidential information or access to Purchaser's premises then such staff may be subject to Purchaser's background vetting and/or confidentiality polices. Any exception to compliance with Purchaser's policies must be approved in writing by the Purchaser.

根据采购订单须提供服务的，应按下述方式实施服务：服务地点和方式由买方指定，由卖方经验丰富、具备资质的人士以专业方式实施，而且卖方实施服务及买方享受服务均不会侵犯任何第三人的知识产权。如果卖方使用第三方材料交付服务或将该等材料纳入与服务一并提供的交付物中，则卖方须确保其拥有使用该等材料或向买方交付该等材料的必要权利。当卖方的人员在买方场所实施服务时，卖方必须遵守并确保其人员也遵守买方制定的、普遍适用于所有类似第三方人员的现场政策。如果卖方人员需要访问买方的网络或机密信息或进入买方的场所，则该等人员可能需要遵守买方的背景审查和/或保密政策。任何不符合买方政策的例外情况必须经过买方书面批准。

7. Inspection. All goods and services, including, but not limited to, material, deliverables and workmanship shall be subject to inspection and acceptance tests by or on behalf of Purchaser. After the goods are unpacked or services rendered and inspected, and in the event that such inspection reveals any damages, nonconformity, error, shortage or deficiency in the goods supplied or services rendered, Purchaser shall promptly notify Supplier specifying all claimed damages, errors, shortages, nonconformities or deficiencies in the goods supplied or services rendered. Supplier shall at its own cost and expense immediately take such steps as may be necessary to replace the goods or re-supply the non-confirming services to the reasonable satisfaction of. Supplier shall immediately, at its own cost, remedy such damages, errors, shortages, nonconformities or deficiencies. Purchaser shall not be liable to pay for such defective or nonconforming goods and/or services. Purchaser shall be entitled to return any defective or nonconforming goods to Supplier, at Supplier's expense, or if requested by Supplier may at Supplier's cost and expense dispose of such goods and demand re-supply of the goods or services at no additional charge to the Purchaser or seek refund of any amount paid in advance. Payment without the opportunity for inspection does not constitute acceptance. Failure of Purchaser to inspect any goods or services shall not relieve Supplier of its obligations to comply with the terms and conditions set forth in this Order. Replaced goods or services shall be subject to inspection in accordance with this clause. This clause is without prejudice to any other rights of the Purchaser under the Order, under any other warranty issued by the Supplier or under applicable laws.

检查：所有货物和服务，包括但不限于材料、交付物和工艺，均应由买方或其代表进行检查和验收。在货物拆包或服务提供并检查后，如果检查显示所提供的货物或服务存在任何损坏、不合格、错误、短缺或缺陷，买方应及时通知卖方，说明所提供货物或服务中存在的所有应主张的损坏、错误、短缺、不合格或缺陷。卖方应自行承担费用，立即采取必要措施，以替换不合格的货物或重新提供不合格的服务，并使买方合理满意。卖方应立即自费对该等损坏、错误、短缺、不合格或缺陷进行补救。买方无责任支付该有缺陷或不合格的货物和/或服务的款项。买方应有权向卖方退还任何有缺陷或不合格的货物，退货费用由卖方承担，或者若卖方请求，买方可在卖方承担费用的前提下，处置该等货物并要求卖方重新提供货物或服务而不向买方额外收费，或者买方可要求退还任何预付的款项。买方支付但无机会检查的，并不构成验收。买方未能检查任何货物或服务，并不免除卖方遵守本订单中规定的条款与条件之义务。更换后的货物或服务应按本条规定接受检查。本条不损害买方在本订单项下、在卖方出具的任何其他保证项下、依法所享有的任何其他权利。

8. Damage or Loss in Transit. The Supplier assumes risk of loss of any goods until the same have delivered to the Purchaser as per Purchaser's instructions. The Purchaser shall notify the Supplier of goods damaged or lost in transit within such time as may reasonably enable the

Supplier to comply with the carrier's conditions of a carriage as affecting loss or damage in transit, or where delivery is made by the Supplier's own transport, within a reasonable time. The Supplier shall replace free of cost any defective or damaged goods or resupply the goods lost in transit.

运输中的损坏或灭失：卖方承担任何货物在按照买方指示交付给买方之前的灭失风险。买方应在一定的时间内向卖方告知运输过程中损坏或丢失的货物，以便合理地使卖方能够遵守承运人影响运输过程中灭失或损坏的运输条件，或者在通过卖方自有运输系统交货的情况下，买方应在合理时间内通知卖方。卖方应免费更换任何有缺陷或损坏的货物，或重新供应运输途中丢失的货物。

9. Insurance. The Supplier shall at its own cost insure the goods shipped for delivery to or those sent by the Purchaser to the Supplier or its authorised representative for any purpose in connection with the Order against any damage or loss which may occur to it whilst in transit or in the Supplier's custody or the custody of the Supplier's authorised representatives or a carrier. Supplier must also ensure that it has sufficient insurance policies in place to covers its liability under this Order (e.g. professional indemnity, general liability insurance).

保险：卖方应自费为发运到买方的货物或者由买方发往卖方或其就与本订单有关的任何目的而授权的代表的货物投保，投保范围包括运输过程中或货物在卖方保管或卖方授权代表或承运人保管期间可能发生的任何损坏或损失。卖方还须确保办理充足的保险单以涵盖其在本订单项下的责任（如专业补偿险和一般责任险）。

10. Warranties. Supplier represents and warrants that: (a) it is legally competent and has necessary resources, permissions, capabilities (material and financial) to perform its obligations under the Order; (b) it shall ensure compliance with all applicable local, international, country, federal or state or local laws, ordinances, regulations or codes (including without limitation anti-bribery, taxation, data protection laws, occupational health and safety, anti-slavery); (c) no claim, lien, or action exists or is threatened against Supplier that would interfere with Purchaser's rights under this Order or Supplier's ability to perform its obligations under this Order; (d) all goods, including all components thereof delivered under this Order, will be free from defects in design, material and workmanship, in conformity to applicable specifications and suitable for the intended purpose and remain defect free; (e) title to goods shall be delivered free and clear of all claims, liens, charges, encumbrances or security interests upon delivery of such goods and use of goods and/or performance of services shall not result in any claim against Purchaser of infringement of any patent, copyright, trademark, trade secret or other proprietary right of third parties; (f) goods to be delivered are new and do not contain used or reconditioned parts unless Purchaser agrees otherwise in writing; (g) any services provided under this Order shall be performed in a professional manner by Supplier's qualified staff with due care, skill and diligence; and (h) it shall remain responsible for payment of salaries, pension contribution, insurance or other social security benefits to its employees, staff, workers, consultants or contractors engaged or deployed for the performance of this Order. In addition to any other rights and remedies Purchaser may be entitled to for any breach of the foregoing warranties, Supplier shall at its own cost and expense, promptly make all adjustments, repairs and replacements necessary to correct any defects. Unless otherwise agreed or specified in the Order, Supplier warrants that the goods supplied shall remain defect free for a period of one (1) year from acceptance thereof by Purchaser. During this warranty period, Supplier shall promptly and without additional charge repair or replace the goods or any part thereof which fails to function in accordance with Supplier's specifications.

保证：卖方陈述并保证如下：(a)其具备合法资质，拥有必要的资源、许可、能力（物力和财力）来履行其在本订单项下的义务；(b)其应确保遵守所有适用的国际、国家、联邦或州或地方法律、条例、法规或法典（包括但不限于反贿赂、税收、数据保护法律、职业健康与安全、反奴隶制等）；(c)不存在、也无人将提起针对卖方的任何索赔、留置权或诉讼，从而妨碍买方在本订单项下的权利或者卖方履行其在本订单项下义务之能力；(d)所有货物（包括按照本订单交付的所有部件）均不存在设计、材料和工艺上的缺陷，符合适用的规范且适于预期用途，并将始终保持无缺陷；(e)货物的所有权在该等货物交付后不存在任何索赔、留置权、押记、产权负担或担保权益，而且货物的交付和/或服务的实施不应导致他人主张买方侵犯第三方的任何专利、版权、商标、商业秘密或其他专有权利；(f)交付的货物为全新的货物，不包含使用过或翻新的部件，除非买方另有书面同意；(g)本订单项下提供的任何服务应由卖方的合格人员以专业的方式谨慎、熟练和勤勉地实施；且(h)其仍应负责向其员工、人员、工人、为了履行本订单而聘请或部署的顾问或承包商支付工资、退休金供款、保险或其他社会保障福利。买方除因卖方违反上述保证而可能享有的任何其他权利和救济外，卖方还应自费，及时作出纠正任何缺陷所需的所有调整、修理和更换。除另有约定或本订单中另有规定外，卖方保证所提供的货物自买方验收之日起一(1)年内无缺陷。在该质保期内，卖方应在不收取额外费用的情况下及时修理或更换未能按卖方的规范运行的货物或其任何部分。

11. Indemnities. Supplier shall defend, indemnify and hold Purchaser its Affiliates and their respective employee, officers, directors, agents, contractors, customers harmless from any suit, claim (actual or threatened) or proceeding brought against Purchaser or any damages, cost, penalties, expenses (including reasonable attorney fee) paid or incurred in connection with or arising out of any claim (a) alleging that Purchaser's use of any goods purchased or performance of the services (and including use of the deliverables) under this Order constitutes an infringement or other violation of any patent, trademark, trade name, trade secret, copyright or other proprietary right ("Infringement"); (b) breach of any representation or warranty; (c) breach of any applicable laws; or ; (d) any act of gross negligence, willful misconduct by the Supplier's staff, agents, employees, Affiliates or subcontractors as it relates to the services, to the goods or the delivery or installation thereof under this Order; (e) breach of confidentiality and /or data protection obligations. In the event an injunction is sought against Purchaser's use of any goods as a result of any third party infringement claim, Supplier shall either procure for Purchaser the right to continue using the goods or replace or modify the goods so that they are no longer subject to a claim of Infringement, provided such replacement goods shall substantially meet or exceed the specifications of the original goods, as determined by Purchaser.

补偿：对于因下列各项而针对买方提起的任何诉讼、索赔（实际或扬言的索赔）或诉讼程序或者就下列各项而支付或发生的或由此产生的任何损害赔偿、费用、罚金、支出（包括合理的律师费），卖方应为买方、其关联方及各自的员工、管理人员、董事、代理人、承包商、客户进行辩护、补偿并使之免遭损害：(a)任何索赔，声称买方使用按照本订单采购的任何货物或者按照本订单实施的服务（包括使用交付物）构成了对任何专利、商标、商号、商业秘密、版权或其他专有权利的侵权或其他侵害（"侵权"）；(b)卖方违反任何陈述或保证；(c)卖方违反任何适用法律；或(d)卖方的人员、代理人、员工、关联方或分包商与本订单项下的服务、货物或货物的交付或安装有关的任何重大过失行为、故意不当行为；(e)卖方违反保密和/或数据保护义务。倘若由于任何第三方侵权索赔有人寻求禁令阻止买方使用任何货物，则卖方应为买方取得继续使用货物的权利或者对该等货物进行更换或修改，以使其不再遭到侵权索赔，但前提是该等替换货物应实质上满足或超过买方确定的原货物规格。

12. Neither Party shall be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, whether in an action in contract or tort

(including negligence and strict liability) resulting from its performance or any failure to perform hereunder including, but not limited to, loss of anticipated profits or benefits, unless the Supplier has been advised by the Purchaser of the possibility of such damages. Nothing in this Order shall limit or otherwise exclude either Party's liability for death or personal injury resulting from negligent act or omission of the other party or claims related to fraud or fraudulent misrepresentation. Purchaser's liability to Supplier for direct damages shall not exceed the total amount paid or payable by Purchaser under this Order. The foregoing exclusions of and limitations on liability shall not apply to: (i) amounts payable in respect of indemnification claims; (ii) damages arising from or related to: (a) breaches of the Confidentiality, Data Protection section of this Order; (b) misappropriation of Purchaser's property; or (c) Supplier's willful misconduct or gross negligence; or (iii) the cost of procurement of substitute Goods and/ or Services and/ or work products in the event that Supplier fails to provide the Goods and/ or Services and/ or work products specified in this Order or Statement of Work.

任一方均不对因履行或未履行本订单而导致的任何间接、附带、特殊、惩罚性、惩戒性损害负责，无论是在合同或侵权诉讼中（包括过失和严格责任），包括但不限于预期利润或利益的损失，除非买方已向卖方告知发生该等损害的可能性。本订单的任何内容均不得限制或以其他方式排除任一方对因对方的过失作为或不作为而导致的死亡或人身伤害或者与欺诈或欺诈性虚假陈述有关的索赔所承担的责任。买方向卖方承担的直接损害责任不应超过买方在本订单项下已付或应付的总额。上述责任免除和限制不应适用于下列各项：(i)应就补偿要求支付的金额；(ii)由于以下原因引起或与之相关的损害：(a)违反本订单的"保密"、"数据保护"条款；(b)挪用买方的财产；或(c)卖方的故意不当行为或重大过失；或(iii)卖方未能提供本订单或工作说明书中规定的货物和/或服务和/或工作成果时获得替代货物和/或服务和/或工作成果的成本。

13. Excusable Delays. Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control (including without limitation act of God or any other events such as war, whether declared or not, riot, insurrection, civil commotion, strike, fire, earthquake, flood explosion, government order etc.) and without its fault or negligence. The party claiming such excusable delay condition shall notify the other party as promptly as possible after such party becomes aware of the occurrence of such excusable delay condition. Notwithstanding the foregoing, Purchaser shall have the right, at its option, without any liability to Supplier, to cancel all or part of an Order, by written notice to Supplier, should any portion or portions of this Order be affected by such excusable delay.
可原谅的延误：本订单任何一方均不应对超出其合理控制范围（包括但不限于天灾或任何其他事件，如战争（不论宣战与否）、暴动、叛乱、内乱、罢工、火灾、地震、水灾、爆炸、政府命令等）且无过错或过失的行为导致的履约延迟或履约不能而承担责任。主张该可原谅延误情况的一方应在该方获悉可原谅延误情况发生后尽快通知另一方。尽管有上述规定，如果本订单的任何部分受到该等可原谅延误的影响，买方有权选择书面通知卖方取消订单的全部或部分，而不对卖方承担任何责任。

14. Changes. Purchaser may at any time, before the shipment of the goods, by signed written change order make changes as to where the goods are to be delivered, or the method of shipment or packing. If any such change causes an increase or decrease in cost or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule or both, and this Order shall be modified in writing accordingly. Any claim by Supplier for such equitable adjustment under this clause must be asserted within twenty (20) days from the date of receipt by Supplier or Purchaser's notification of change hereunder.

变更：买方可在货物发运前的任何时候通过签署的书面变更通知单对货物交付地点、发运或包装方式进行变更。如果任何此类变更导致本订单项下任何部分工作的成本或所需时间增加或减少，则应对订单价格或交货时间表或对两者进行公平的调整，并相应地对本订单进行书面修改。卖方对本条规定的公平调整提出的任何索赔必须在卖方收到买方的变更通知之日起二十(20)天内提出。

15. Personnel. Supplier shall supervise, direct, and control its personnel, including those assigned to provide Services to Purchaser, and shall treat such personnel as employees, including paying all compensation, contributing to unemployment and securing and maintaining adequate workers' compensation in accordance with the applicable law, and any other legally-required and/or discretionary benefits and compensation. Supplier represents that it has met Supplier's and its personnel's employment eligibility and record keeping requirements.
人员：卖方应监督、指导并控制其人员，包括被指派向买方提供服务的人员，并将该等人员视为员工，包括支付所有报酬、缴纳失业救济金、根据适用法律办理并维持适当的工伤补偿，以及法律要求和/或酌情决定的任何其他福利和补偿。卖方声明其已满足卖方及其人员的任职资格和记录保存要求。

16. Data Protection: In the event Supplier has access to personal data as part of this engagement then the Supplier shall enter into a separate Data Protection Addendum with the Purchaser, in the form and manner acceptable to the Purchaser before having such access to such personal data.

数据保护：若卖方在本次业务约定中有权查阅个人数据，则卖方应在查阅该等个人数据之前，以买方可接受的格式和方式与买方签订一份单独的数据保护附录。

17. Confidentiality. Supplier will preserve as confidential all information related to the business of Purchaser and its Affiliates and its or their customers that may be disclosed or otherwise obtained from any source as a result of this Order. Supplier will not disclose to any third party or use for its benefit any information including without limitation pricing, methods, processes, financial data, personal data, lists, apparatus, statistics, programs, research, development, trade secrets, technical details, hardware, software, screens, specifications, designs, drawings, intellectual property or related information of Purchaser or any Affiliates, or its or their customers or third party licensors concerning past, present or future business activities of said entities. Supplier further agrees to maintain and cause its employees, agents and subcontractors to maintain the existence of this Order and the nature of its obligations hereunder strictly confidential and not to disclose any of the foregoing confidential information to any third party. Any data, information or materials furnished by or on behalf of Purchaser in connection with this Order shall be returned to Purchaser upon its request or termination / expiry of the Order.
保密：卖方应对因本订单而可能从任何来源披露或以其他方式获得的与买方及其关联方及各自客户的业务相关的所有信息予以保密。卖方不得向任何第三方披露或为了自身利益而使用买方或任何关联方或各自客户或第三方许可方关于上述实体过往、当前或未来业务活动的任何信息，包括但不限于定价、方法、流程、财务数据、个人数据、名单、仪器、统计、程序、研究、开发、商业秘密、技术细节、硬件、软件、屏幕、规格、设计、图纸、知识产权或相关信息。卖方进一步同意对本订单的存在事实及其在本协议项下义务的性质进行严格保密，并促使其员工、代理人和分包商也对前述信息予以严格保密，而且不会向任何第三方披露任何前述保密信息。买方或其代表就本订单提供的任何数据、信息或材料应在买方要求时或本订单终止/到期时返还给买方。

18. Termination. Purchaser may by written notice to the Supplier and without liability terminate this Order at any time with immediate effect if Supplier

fails to perform or comply with the terms of this Order or the Supplier is subject to insolvency or any related arrangement. Purchaser may also terminate this Order without any cause by providing 30 days' notice. The rights and remedies of Purchaser provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies available under applicable laws. If this Order is terminated in whole or in part by Purchaser without cause, Supplier shall be compensated proportionately to the extent that items have been accepted by Purchaser or services rendered prior to the effective date of termination less any deductions or set-off. Upon termination Purchaser shall have no further liability whatsoever, and Supplier will provide Purchaser with reasonable termination assistance.

终止：如果卖方未能履行或遵守本订单的条款，或卖方陷入破产或任何相关安排，买方可书面通知卖方随时终止本订单且无需承担任何责任，终止立即生效。买方也可无任何理由终止本订单，但需提前30天通知卖方。本款规定的买方权利和救济不应为排他性的，而是附加于法律规定的任何其他权利和救济。如果买方无理由终止本订单的全部或部分，则卖方应以终止生效日期之前买方已验收的货物或提供的服务为限按比例得到报酬，减去任何扣减或抵消。终止后，买方不再承担任何进一步责任，且卖方将向买方提供合理的协助以终止订单。

19. Assignment and Subcontracting. Supplier shall not assign this Order or any interest herein or otherwise subcontract its obligations without Purchaser's prior written consent. Any unauthorized assignment will be void. However, Purchaser may assign this Order or any rights acquired hereunder to any of its Affiliates upon notice to Supplier. After any assignment to an Affiliate, Supplier agrees that it shall only look to the Affiliate and not the Purchaser for any duties, obligations, liabilities or payments, which have been assigned.

转让与分包：未经买方事先书面同意，卖方不得转让本订单或本订单中的任何权益，或以其他方式分包其义务。任何未经授权的转让均归于无效。但是，买方可在通知卖方后将本订单或在本协议项下获得的任何权利转让给其任何关联方。在向关联方进行任何转让后，卖方同意其仅应向该关联方而非买方寻求履行已转让的任何职责、义务、责任或付款。

20. Supplier shall be fully responsible for all acts and omissions of its subcontractors and consultants (even if approved by the Purchaser). Nothing in this order shall be construed to create any contractual relationship between Purchaser and any of Supplier's subcontractor or consultant. Purchase shall not have any obligation to pay or to see to the payment of any money due by the Supplier to any subcontractor or consultant, except as may otherwise be required by law. Written approval of any subcontractor by Purchaser shall not constitute a waiver of any rights of Purchaser to reject goods or services, which are not in conformance with any of the specifications of this Order.

卖方应对其分包商和顾问的所有作为和不作为（即使经买方批准）承担全部责任。本订单的任何内容不得解释为在买方与卖方的任何分包商或顾问之间建立任何契约关系。除法律另有规定外，买方无义务支付或确保卖方向任何分包商或顾问支付任何到期应付款项。买方对任何分包商的书面批准不视为买方放弃拒收不符合本订单任何规格的货物或服务的任何权利。

21. Publicity. Supplier is not authorised to solicit Purchaser, or Purchaser's Affiliates, officers, directors, employees or representatives or customers in any manner. Supplier shall not without Purchaser's prior written consent, issue any news release, advertisement, publicity or promotional material regarding this Order (including denial or confirmation thereof). Neither party shall use, and cause their employee(s), agent(s), and/or subcontractor(s) to use the name and/or trademark/logo/trade dress of the other party or any subsidiaries or affiliates, in any sales or marketing publication or advertisement without prior written consent of the other party.

宣传：卖方无权以任何方式招揽买方或买方的关联方、管理人员、董事、员工、代表或客户。未经买方事先书面同意，卖方不得就本订单（包括本订单的拒绝或确认事宜）发布任何新闻稿、广告、宣传或促销材料。未经另一方事先书面同意，任何一方不得在任何销售或营销出版物或广告中使用或促使其员工、代理人和/或分包商使用另一方或其任何子公司或关联方的名称和/或商标/标识/商业外观。

22. Independent Contractor. Supplier is an independent contractor and nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right, power, or authority, whether express or implied to create any duty or obligation on behalf of the other party. This Order is non-exclusive arrangement and Purchaser reserves all rights to procure any and all goods and/or services from any other third party.

独立承包商：卖方为独立承包商，本协议中的任何内容均不应被视为在双方或各自的任何关联方或子公司之间建立任何合伙、合资或委托代理关系，或向任何一方授予任何明示或默示的权利、权力或权限，以代表另一方承担任何责任或义务。本订单并非独家安排，买方保留从任何其他第三方采购任何及所有货物及/或服务的一切权利。

23. Rights and Remedies. All rights and remedies conferred under this Order or by law shall be cumulative and may be exercised singularly or concurrently. Failure to exercise any right or remedy shall not be deemed a waiver or release thereof in the event of continuation or repetition of events or circumstance giving rise thereto

权利与救济：本订单项下或法律授予的所有权利和救济应为累积的，可以单独或同时行使。若未能行使任何权利或救济，不应被视为在导致未能行使的事件或情形继续或重复时放弃或免除该等权利或救济。

24. Governing Law and Jurisdiction. This Order shall be governed by and construed in accordance with the laws of the jurisdiction in which the Purchaser is located. The courts of that jurisdiction shall have exclusive jurisdiction over all disputes or claims arising out of or in connection with this Order.

适用法律与管辖权：本订单应受买方所在司法管辖区的法律管辖并按该等法律解释。该管辖区的法院对因本订单引起的或与本订单有关的所有纠纷或索赔具有专属管辖权。

25. Right to Audit. Purchaser and its regulators reserves the right to audit and review, with reasonable notice to Supplier to have access, review and copy Supplier's books, ledgers, supporting records and documentation and related procedures and controls which pertain to Purchaser's or Affiliates' confidential information, personal information, or any charges paid by Purchaser or any of its Affiliate in connection with this Order.

审计权：买方及其监管机构保留审计和审查权，在合理通知卖方后可查阅、审查并复印卖方的账簿、分类账、辅助记录和文件，以及与买

方或关联方的保密信息、个人信息或买方或其任何关联方就本订单支付的任何费用有关的相关程序和控制措施。

26. Set-Off. Purchaser shall be entitled at all times to set-off amounts owing at any time from Supplier to Purchaser or its Affiliates against any amount payable by Purchaser. In the event Purchaser elects to pay Supplier's invoices via automated clearing house (commonly known as "ACH"), Supplier shall complete an electronic funds transfer (commonly known as "EFT") authorization form provided by Fidelity, and return it to Purchaser's then-specified address.
抵销：买方始终有权将卖方在任何时候欠买方或其关联方的款项与买方应付的任何金额相抵销。如果买方选择通过自动清算所（通常称为"ACH"）支付卖方的发票款项，则卖方应填写富达提供的电子资金转账（通常称为"EFT"）授权表格，并将表格交回买方届时指定的地址。

27. Anti-Corruption Laws. Supplier shall comply with all applicable anti-bribery and corruption laws and regulations in all relevant jurisdictions that apply to it ("**Anti-Corruption Laws**"). Supplier represents, warrants and undertakes that it: (i) has in place and has implemented anti-bribery and corruption policies and procedures designed to prevent a breach of Anti-Corruption Laws; (ii) shall keep detailed accounting records, and implement reasonable accounting controls; and (iii) shall promptly, on request from the Purchaser, provide written certification of compliance with Anti-Corruption Laws.

反腐败法律：卖方应遵守所有相关司法管辖区内适用于其的所有相关反贿赂和反腐败法律法规（统称为"**反腐败法律**"）。卖方陈述、保证并承诺：(i)其已制定并实施了旨在防止违反反腐败法律的反贿赂和反腐败政策和程序；(ii)其应建立详细的会计记录，实施合理的会计控制措施；且(iii)应买方要求，其应及时提供遵守反腐败法律的书面证明。

28. Compliance with laws. In performing its obligations under this Order, the Supplier shall comply with all applicable laws (including without limitation employment laws, data protection laws, statutes, regulations and codes from time to time in force) not to engage in any activity, practice or conduct that would constitute an offence or breach of any such applicable laws .

遵守法律：在履行其在本订单项下的义务时，卖方应遵守所有适用法律（包括但不限于不时实行的就业法、数据保护法、法令、法规和法典），不得从事可能构成犯罪或违反任何此类适用法律的任何活动、实践或行为。

29. Complete Agreement. This Order together with all appendices, exhibits, schedules, attachments and addenda attached hereto, is the entire agreement and expresses the complete, exclusive, and final understanding of the parties with regard to the subject matter herein. No term or condition at variance with the Order (including those stated in Supplier's quotation, invoice, website, click through or shrink wrap terms applicable to any software) will be binding on the Purchaser unless expressly accepted in writing and signed by Purchaser's authorized representative. Further, in case the Parties have not entered into an MSA or Framework Agreement, then these PO terms and conditions shall form the entire agreement between Parties and the supply of Services and/ or Goods shall be governed by the terms of this Order.

完整协议：本订单连同本订单所附的所有附录、附件、附表构成完整协议，表达了双方对本订单标的达成的完整、排他性和最终理解。任何与本订单不符的条款或条件（包括卖方报价、发票、网站、适用于任何软件的点选条款或收缩包装条款）均不对买方具有约束力，除非买方的授权代表以书面形式明确接受并签字。此外，如果双方未签订主服务协议或框架协议，则本采购订单条款与条件将构成双方之间的完整协议，服务和/或货物的供应将受本订单条款约束。

30. Survival. The provisions of this Order which by their nature would continue to survive expiration or sooner termination of the Order (including without limitation Acceptance, Payments, Warranties, Indemnities and Liabilities, Confidentiality, Data Protection, Compliance with Laws) shall so survive.

存续：本订单中按性质将在本订单到期或提前终止后继续有效的条款（包括但不限于承诺、支付、保证、补偿与责任、保密、数据保护、遵守法律等条款）应继续有效。