



CABOT STANDARD PURCHASE ORDER TERMS AND CONDITIONS

卡博特标准定购单之条款与条件

CHINA

中国

1. **CERTAIN DEFINITIONS:** Reference to "products" includes but is not limited to goods, services, work and data, expressly or impliedly, ordered herein or delivered hereunder. In addition, unless the context otherwise requires: (a) "order" or "purchase order" shall mean Buyer's purchase order including all referenced addenda and attachments setting forth the terms and conditions of purchase of products; (b) "work" shall mean the furnishing, doing or performing by Seller of all goods, services and other products required under the order; (c) "goods" shall include all materials, equipment and supplies to be furnished by Seller; and (d) "delivery" shall be the act of transferring possession of products to Buyer.

特定定义：“产品”的定义应包括但不限于按本定单定购或交付（无论是明示性或默示性）的货物、服务、工作以及数据资料。另外，除非本定单上下文中另有规定：(a) “定单”或“定购单”应指买方的定购单，包括所有阐明产品采购之条款与条件的所有引用的附录与附件；(b) “工作”应指卖方提供定单下要求的所有货物、服务与其它产品的相关工作；(c) “货物”应包括卖方提供的所有材料、设备与物资；以及(d) “交付”是指卖方向买方转移产品占有的行为。

2. **ACCEPTANCE; ENTIRE AGREEMENT:** Seller's acceptance or acknowledgment of Buyer's order or its commencement of performance shall constitute acceptance of Buyer's terms and conditions of purchase. Buyer's order which includes these terms and conditions and any additional provisions specifically referenced by Buyer in the special provisions of the order (a "Buyer Referenced Agreement") represent the entire agreement (agreement) of the parties and may not be changed, modified or revised unless in writing and signed by the authorized representative of Buyer. In case of conflicting terms the following order of precedence will apply: 1. Buyer's special provisions of the purchase order, 2. any Buyer Referenced Agreement or Formal Agreement (As defined below), 3. the Cabot Standard Purchase Order Terms and Conditions. The express terms and conditions hereof supersede any prior understanding, whether written or oral, and control any course of dealing or usage of trade. Notwithstanding the foregoing, (i) any existing confidentiality agreements between Seller and Buyer are not superceded, and continue to remain in effect in accordance with their terms, and (ii) to the extent that the order does not reference a Buyer Referenced Agreement and Buyer and Seller have previously executed a formal written agreement specifically governing the purchase of the products covered by this order (a "Formal Agreement"), any additional or conflicting terms provided in the Formal Agreement shall control over the terms and conditions provided herein. None of the terms and conditions contained in any Seller terms or conditions of sale, proposal or any other document shall be of any effect except as explicitly set forth herein. Notwithstanding anything to the contrary, Buyer hereby expressly rejects, and does not agree to, any other terms and conditions such as those contained in any proposal or order acceptance prepared or delivered to Buyer by Seller or its representatives.

接受；完整协议：卖方接受或确认买方定单或卖方开始履行定单的行为应构成卖方对买方的购买条款与条件的接受。涵盖本定单条款与条件的买方定单以及买方在定单之特别条款中特别提及的任何附加条款（“买方提及的协议”）代表了双方之间的完整协议（“协议”），未经买方授权代表书面签字认可，不得对其进行任何变更、修改或修订。如有任何冲突条款，则应适用以下顺序加以确定：（1）买方在定单中的特别条款；（2）任何买方提及的协议或正式协议（见下面定义）；（3）卡博特标准定购单之条款与条件。本定单项下明示的条款与条件应取代之前任何书面或口头的谅解，且对任何交易习惯和贸易惯例具有约束力。尽管有上述规定，（i）卖方和买方之间的任何现有保密协议均不会被取代，并且根据其条款持续有效。以及（ii）只要订单没有提及买方提及的协议并且买卖双方先前已经签署了一个专门适用于本订单涉及产品采购的正式书面协议（“正式协议”），那么正式协议中规定的任何其它条款或与之有冲突条款的效力应高于本协议规定的条款和条件。除非本定单内有明确规定，卖方销售条款与条件、建议书或任何其他文件中所含任何条款均不具有任何效力。尽管存在任何相反规定，买方在此明确拒绝接受且不同意任何其它条款与条件，例如卖方或其代表制定或向买方递交的任何建议书或定单确认书中所含条款与条件。

3. **QUANTITY; INVOICING; PAYMENT:** All documents and correspondence, *i.e.*, letters, Emails, invoices, shipping documents, etc. shall state clearly Buyer's Purchase Order number. Products shipped in excess of the quantity designated in Buyer's order may be returned at Seller's expense. Invoices shall not be submitted until after delivery. Payment shall be due and owing in accordance with the terms of Buyer's order, and if no payment terms are specified, amounts due shall be payable net ninety (90) days from Buyer's receipt and acceptance of Seller's invoice. Moreover, if cash discounts are applicable, the cash discount period shall be calculated from the date Buyer receives the purchased materials at Buyer's plant. Payment shall not be construed as constituting acceptance. Buyer may pay by bank transfer, procurement card, bank note, company check or other commercially reasonable method of payment.

数量；开具发票；付款：所有文件和通信，例如信件、电子邮件、发票、运货单等，均应注明买方的定单号。若发运的产品数量超过买方定单中载明的数量，则买方可退还超出部分的产品，相关费用由卖方承担。发票应在产品交付后开具。买方应根据买方定单的条款进行付款，如果未规定支付条款，则买方应在其收到并接受卖方发票后的九十（90）天内支付应付款项。另外，若适用现金折扣，则现金折扣期应自买方在买方工厂收到所购买的物资之日起计算。买方付款不应被视为构成接受。买方可通过银行转账、采购卡、银行票据、公司支票或其他商业上合理的支付方式进行付款。

4. **QUALITY, TITLE AND WARRANTIES:** Seller warrants that it shall perform any services to be performed under Buyer's order in a professional and efficient manner, using due care, skill and diligence, and in accordance with the degree of knowledge, skill and judgment customarily exercised by members of the applicable profession with respect to work of a similar nature. Seller warrants full lawful and unrestricted title to all products free and clear of all liens, restrictions, reservations, security interests or other encumbrances. Title to the products, all additional warranties and guarantees of manufacturers of equipment or appliances, as well as operation and maintenance manuals shall pass to Buyer upon the earlier of payment or delivery. All product documentation shall be in Chinese or otherwise as designated by Buyer as the receiving facility and in the English language. Further, Seller warrants that the products delivered hereunder shall conform to the descriptions and specifications set forth or referred to in Buyer's order, shall be new (unless specified by Buyer as used), shall be of merchantable quality, shall be free from defects and deficiencies in workmanship and material, shall be free from all defects and deficiencies due to design, and shall be fit for any intended use by Buyer which Seller has reason to know. Upon request of Buyer, Seller, at its sole expense, shall repair or replace all or any part of any product covered by this order which is discovered within one (1) year

from the date it is successfully placed in operation, but no later than eighteen (18) months from date of delivery, unless a longer period is specified in Buyer's order, to be defective or deficient in material, workmanship or design or otherwise fails to meet the requirements of this order. If Seller delays in correcting any such defect, deficiency or failure, Buyer may correct same and Seller shall be liable for all costs without prejudice to Buyer's rights for breach of contract. Seller shall pay all transportation charges in connection with such repairs and replacements and such repaired and replaced goods shall be subject to the foregoing quality, title and warranty provisions for a period ending on the later of (A) the end of the period of the original warranties or (B) one (1) year from the date they are fully repaired or replaced and delivered to Buyer. The foregoing warranties do not constitute a waiver of any other rights of Buyer expressed or implied and are in addition to any warranties implied by applicable law. These warranties shall run to Buyer, its affiliates and their customers and users of its products and shall survive inspection and acceptance.

质量、所有权与保证：卖方保证，必须根据与具有类似性质的工作有关的合适专业人员通常具有的知识水平、技能和判断能力，以专业且高效的方式谨慎、熟练且努力地履行买方定单下需履行的任何服务。卖方保证其对所有产品具有完整合法且无限制的所有权，该所有权上未设置任何留置权、限制、保留、担保权益或其它权益负担。在买方付款或产品交付之时（以较早者为准），产品的所有权、设备或材料生产者的所有附加保证及保修以及操作和维护手册即应转移至买方。所有产品文件应使用中文或买方为接收便利而指定的其他语言，且所有产品文件应同时使用英语。另外，卖方保证按本定单交付的产品（1）符合本定单中规定或提及的产品描述与规格，（2）均为新产品（买方明确要求二手产品的情况除外），（3）具有适销性，（4）工艺及材料上无任何瑕疵及缺陷，（5）设计上也无任何瑕疵及缺陷，且（6）适用于卖方应当知悉的买方的任何计划用途。若在产品成功投入运营后一（1）年内，但不迟于产品交付日后的十八（18）个月内（买方定单中规定了更长期限的除外），发现全部或部分的定单下的任何产品在材料、工艺或设计上有任何瑕疵或缺陷，或者不符合本定单的要求，一经买方要求，卖方应对该产品的全部或部分进行维修或更换，相关费用全部由卖方承担。若卖方在补救该等瑕疵、缺陷或不足上有所延误，买方可自行补救，所有成本由卖方承担，且买方因卖方违约所享有的权利不因此受到损害。卖方应支付与该等维修和更换相关的所有运输费用，且经维修和更换的产品应在(A)原保证期限届满，或(B)瑕疵产品被彻底维修或更换并被交付至买方之日起满一（1）年（以两者中较晚者为准）之前的期限内符合上述质量、所有权与保证的规定。上述保证不构成对买方任何其它权利明示或暗示的免除，且附加于适用法律规定的任何保证。该等保证应对买方、买方关联公司以及它们的客户和产品用户做出，且在产品验收后仍继续有效。

5. AUDIT ACCESS: Seller shall keep full and detailed accounts as may be necessary and satisfactory to Buyer for proper financial management under this Agreement. Upon thirty (30) days written notice, on an annual basis, or when an invoicing dispute arises, Buyer shall be afforded access to all of Seller's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other similar data and / or documents relating to this Agreement. Seller shall preserve all such records for a period of five (5) years after the final payment. Seller shall ensure that these same audit rights are provided to Buyer by each of its subcontractors providing products or services in connection with this Agreement.

审计权利：卖方应保留完整且详细的账目，以满足买方在本协议项下进行适当审计管理的需要。每年在收到买方的书面通知后第三十（30）天，或就开具发票事宜发生争议时，卖方应向买方提供与本协议相关的所有记录、账簿、往来信件、说明、图纸、收据、凭证、备忘录及任何其他类似资料 and / 或文件。卖方应在最终付款后的五（5）年

内保存好所有此类记录。卖方应确保每位提供本协议相关产品或服务的分包商亦向买方提供与此相同的审计权利。

6. **INSPECTION:** All products including raw materials, work in process and end items wherever located shall be subject to inspection and test by Buyer or its designee at all times prior to shipment by Seller. Final inspection and acceptance shall be at Buyer's premises by Buyer. Buyer may, at its election, (i) refuse to accept and return (at Seller's expense) any nonconforming products and terminate this order or (ii) correct any nonconforming products at Seller's expense. Any inspection, testing or other action by Buyer under this section shall not reduce or otherwise affect Seller's obligations under Buyer's order and this Agreement.

检查：所有产品，包括位于任何地方的原材料、半成品以及制成品在卖方发运之前可由买方或其指定方在任何时候进行检查与测试。最终的检查和验收由买方在买方场所进行。买方可选择：(i) 拒收并退还任何不符合要求的产品（相关费用由卖方承担）并终止本定单，或 (ii) 修正任何不符合要求的产品，并由卖方承担相关费用。买方在本条下的任何检查、测试或其它行动不应减少或以其他方式影响卖方在买方定单和本协议项中规定的义务。

7. **DELIVERY; LABELING:** Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip and shall be properly packed for shipment. Where applicable products shall be labeled in compliance with all applicable safety, health and environmental regulations. No charges shall be allowed for packing, crating, freight, express or cartage, unless specified by Buyer in its order. Time is of the essence hereof and if any products are not delivered within the time specified in this order, or within a reasonable time if no time is so specified, Buyer may either (i) refuse to accept such products and terminate this order, or (ii) cause Seller to ship the products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

交付；粘贴标签：每一产品包裹均应编号并贴上标签，注明买方的定单号、货物号、货物内容与重量，且每一产品包裹应包含一份编了位号的装箱单，且产品包装应适于装船运输。相关产品应按照所有适用的安全、卫生及环保法规粘贴标签。除非买方在定单中明确规定，否则不应收取产品包装费、装箱费、运费、快递费或货车运费。时间是本定单的实质性条款，若任何产品未在本定单规定的时间或在没有规定交付时间的情况下，未在合理时间之内交付，买方可(i)拒收该产品并终止本定单，或者 (ii)要求卖方以最快捷的运输方式发运产品，因此导致的较使用普通运输方式增加的运输费用应由卖方承担。

8. **RISK OF LOSS:** Products shall be packaged and supported in a manner to ensure safety and protection during shipment and handling. Seller assumes the following risks: (a) all risks of loss or damage to all products, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the products as herein provided, (c) all risks of loss or damage to any property received by Seller from or held by Seller or its suppliers for the account of Buyer until such property has been delivered to Buyer, and (d) all risks of loss or damage to any of the products or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

损失风险：产品应以适当方式包装与固定，以确保在运输与搬运过程中的产品安全。卖方承担以下风险：(a)本定单规定的所有产品、半成品、材料及其它物品在交付之前的全部损失或损坏的风险；(b)本定单规定的所有产品在交付之前，对第三方人员及其

财产造成损失或损坏的全部风险；(c)卖方自买方接收到的、或卖方或其供应商为买方利益持有的任何财产在交付至买方之前的所有损失或损害的风险，以及(d)自买方将拒收的全部或部分产品向卖方发运之日起至卖方向买方重新交付之日，买方拒收的全部或部分产品所发生的所有损失或损坏的风险。

9. **CHANGES:** Substitutions or additional charges of any kind initiated by Seller shall not be accepted without prior written authority from Buyer. Buyer may, by written notice, make changes within the general scope of this order to drawings and specifications, shipping and packing instructions, and place of delivery. Buyer shall have the right to make changes to work and to cancel in whole or in part at any time work covered hereby to the extent not shipped or completed prior to cancellation. Changes shall be stated in a formal order revision, or at Buyer's option, a substitute purchase order. Should any such change materially increase or decrease the cost of or the time required for performance, an equitable adjustment in the price and/or delivery schedule will be made including an allowance for obsolescence, rework or scrappage, but only for materials in process within the Seller's normal manufacturing cycle required to meet the delivery schedule. Any claims by Seller for such adjustment must be asserted in writing immediately but in no event later than fifteen (15) calendar days from the date the change is ordered or within such other period of time as may be agreed upon in writing. Failure to agree on any claim for equitable adjustment under this Clause shall be a dispute and the Buyer and/or Seller may thereupon pursue any remedy which it may have in any tribunal of competent jurisdiction. Pending the resolution of any such dispute the Seller shall diligently perform this order, as changed.

变更：卖方提起的任何种类的产品替换或额外收费，未经买方事先书面授权，不应予以接受。买方可通过书面通知的方式，在本定单总体范围内，对图纸与规格、装运与包装说明，以及交付地点进行变更。买方应有权对工作做出变更，并随时取消本定单项下全部或部分还未装运或未完成的工作。应在正式的定单修订中说明变更，或由买方选择，重新开具定单。若任何此类变更造成履约所需成本或时间的实质性增减，则产品价款和/或交付时间表应进行公平调整，包括增加对产品报废、返工或丢弃的补贴（但仅针对卖方在正常生产周期内为满足交付时间表所需的在制材料）。卖方就此类调整的任何权利主张必须以书面形式立即做出声明，且在任何情况下不应迟于买方提出变更要求之日起十五（15）个日历日内或双方书面同意的其它时间期限内做出。若双方未就本条款下公平调整的权利主张达成一致意见，则应视为双方之间发生争议，且买方和/或卖方可因此向具有管辖权的任何法院寻求任何适当的补救方法。在解决任何此类争议期间，卖方应努力履行经变更后的本定单。

10. **TERMINATION; SURVIVAL:** If, in the opinion of Buyer, Seller jeopardizes work or its ability to perform and deliver products as provided hereunder by delay for an unreasonable time or by reason of faulty workmanship, then, in addition to its other remedies, Buyer may upon twenty-four (24) hours notice terminate all or any part of the work or this order. Buyer may terminate this order for its convenience at any time in whole or in part as to undelivered products, in which event Buyer and Seller will negotiate an equitable settlement payment for the terminated portion consisting of Seller's actual cost to date of termination, including an allowance for obsolescence, rework or scrappage but only for materials in process within Seller's normal manufacturing cycle required to meet the delivery schedule plus a reasonable profit thereon, less any value hereof to Seller; provided, however, that in no event shall such payment exceed the amount which would have been payable hereunder for such terminated portion, if this order had not been so terminated. Buyer shall have the right to acquire any inventory relating to this order in the hands of Seller at the time of termination. Any provisions of Buyer's order and this Agreement which by their nature extend beyond the expiration or termination of Buyer's order or this Agreement

(including, but not limited to, sections 3, 4, 5, 12, 13, 14, 15, 16, 18, 19, 20 and 22) shall continue in full force or effect notwithstanding the expiration or termination of Buyer's order or this Agreement.

终止；存续：若买方认为卖方对产品交付的延误超过合理时间或交付的产品在工艺上存在缺陷，危害卖方在本定单下的工作或其履约及交付产品的能力，则除采取其它补救措施外，买方可通过向卖方提前二十四（24）小时发送通知终止全部或任何部分的工作或定单。买方可在任何其方便的时候针对未交付的产品全部或部分地终止本定单，在该等情况下，买方和卖方将就终止部分的公平结算价款，包括卖方至终止当日实际发生的成本，进行协商（包括对产品报废、返工或丢弃的补贴（但仅针对卖方在正常生产周期内为满足交付时间表所需的在制材料），加上合理利润，再减去对卖方产生的任何价值）；但是，无论如何上述支付的金额不应超出在本定单未终止的情况下该等终止部分的应付款金额。买方应有权在终止时获取卖方持有的与本定单相关的任何库存货物。买方定单和本协议的任何条款若就其性质而言应在买方定单或本协议期满或终止后继续有效，则买方定单或本协议期满或终止后，该等条款（包括但不限于第 3、4、5、12、13、14、15、16、18、19、20 以及 22 条）应继续具有完全法律效力。

11. **EXCUSABLE DELAYS**: Neither party shall be liable for damages for delay in delivery or acceptance of the products arising out of causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, war, acts of terrorism, fires, floods, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, nor shall such delay effect the remainder of the order if the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the control of both Seller and the subcontractor and without the fault or negligence of either of them. Seller shall not be liable to Buyer in damages unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify Buyer in writing promptly, but in no event more than ten (10) calendar days after the beginning of any cause for an excusable delay, or such cause shall be deemed waived.

可豁免的延误：对任何超出一方控制范围且非因一方过错或疏忽（包括但不限于天灾或公敌行为、主权或缔约能力方面的政府行为、战争、恐怖活动、火灾、洪灾、飓风、流行病、隔离限制、罢工、禁运以及异常严酷的天气条件）导致的产品交付或接受的迟延，任何一方无须就相关损害承担任何责任；若由于超出卖方及其分包商控制范围的原因，致使卖方分包商发生延误，且卖方或其分包商均不存在任何过错或疏忽，则此类延误不应影响定单剩余部分的履行。除非对分包商延迟提供的材料或服务，卖方原本可在充足的时间内从其它来源获得从而符合买方要求的交付时间表，否则卖方无须对此类分包商造成的损害向买方承担任何责任。卖方应在可豁免延误的事由发生后立即书面通知买方，并且在任何情况下该通知不得迟于可豁免延误的事由发生之后十（10）个日历日，否则应视为卖方就上述延误事由放弃豁免。

12. **PUBLICITY; DISCLOSURE OF ORDER**: Seller shall not, without the prior written consent of Buyer, use Buyer's name in advertising or promotional material or publicity releases or in any manner advertise or publish the fact that Buyer has placed this order with Seller or its subject matter or terms and conditions.

公开；定单披露：未经买方事先书面同意，卖方不得在广告或推广资料或公开发布的内容中使用买方名称，也不得以任何方式就买方已向卖方发出本定单的事实或本定单的主题事宜或条款与条件发布任何广告或公告。

13. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**: All information or materials, including without limitation patterns, dies or other tools and specifications,

drawings, logos, marks, data or Intellectual Property (as defined below), furnished or paid for by Buyer, (collectively, "Information"), shall be confidential, shall remain Buyer's property, shall be used only in the performance of orders from Buyer or Buyer's written designees, and together with all copies thereof, be delivered to Buyer or destroyed by Seller, as Buyer specifies. To the extent that Seller may obtain or have access to, or otherwise store, process or transmit, certain personal information of Buyer or Buyer's employees, contractors, agents or affiliates, Seller agrees that (i) it will comply with its obligations under all applicable privacy and data security laws, (ii) personal information will not be utilized by Seller, its contractors or agents for any purpose other than as necessary for the purpose of rendering the applicable services under this Agreement, and (iii) Seller shall maintain the privacy, security and confidentiality of personal information and treat all personal information as Information. Seller shall notify Buyer immediately, but in no event later than 24 hours after it is notified, has reason to believe, discovers, or would have discovered had it exercised reasonable diligence that there has been any (a) compromise of the security, confidentiality or integrity, unauthorized access, acquisition or unauthorized or unlawful processing of Information; (b) unauthorized intrusion into, control of, access to, modification of or use of any system that is used by Seller to secure, defend, protect or process Information; or (c) event which led Seller to suspect or would lead a reasonable person exercising a reasonable level of diligence and investigation to suspect that either (a) or (b) has occurred. As to consulting, engineering, design, research, testing or similar or related services hereunder, any inventions, improvements, copyrightable work and other work product which are first created or produced by Seller in the performance of such services for Buyer or which are based on or suggested by any Information or by any employee of Buyer or its affiliates, Seller agrees that Buyer (or its parent company) is the sole and exclusive owner of such work product, including all patents, copyrights and other intellectual property rights therein ("Intellectual Property"). All such works of authorship will be further deemed "works made for hire" to the extent allowed by law. Seller shall disclose and does hereby assign to Buyer all inventions, improvements, discoveries, techniques and processes resulting herefrom, including Intellectual Property, and does grant Buyer the right to use for any purpose all data specified to be delivered under this order. Seller agrees to assist Buyer in every way in perfecting and recording title to such property (including all Intellectual Property) in the name of Buyer or its designee. Further, with respect to any work for Buyer that requires Seller to use Buyer's logo, names or marks, Seller shall conform to all quality standards set by Buyer, including all instructions and requirements provided by Buyer and any required trademark or copyright notices. Seller also shall provide to Buyer's representative specimens of labeled materials for quality review and approval.

保密信息；知识产权：买方提供或支付对价购得的产品样式、模具或其它工具和规格、图纸、商标、标记、资料或知识产权（定义见下文）（以下合称为“**信息**”）均具有保密性，且为买方财产，仅能为履行买方或其书面指定方的定单而使用。信息及其所有副本应根据买方要求，交付给买方或由卖方销毁。在一定范围内，卖方可能获取或接触，或以别的方式存储、加工或传递买方或买方的雇员、承包商、代理或其关联公司的某些个人信息，卖方同意（i）履行所有适用的隐私和数据安全法律下的义务，（ii）卖方及其承包商或代理将不会把个人信息用于除了为提供本协议下适用的服务所必需的目的之外的任何其它目的，以及（iii）将保证个人信息的隐私性、安全性和保密性，把所有个人信息视同**信息**对待。卖方在其得到通知、有理由相信、发现或通过合理的努力其应该已经发现如下情况：（a）**信息**的安全性、保密性或完整性受到损害，未经授权接触、获取或未经授权处理或非法处理**信息**；（b）未经授权进入、控制、接入、修改或使用卖方用来防御、防护、保护或处理**信息**的任何系统；或（c）发生导致卖方怀疑或将导致一个正常人通过合理尽力和调查对（a）或（b）项结果已经发生产生怀疑的事件。在卖方向买方履行本定单项下的咨询、工程、设计、研究、测

试或类似或服务过程中，卖方首创或产生的，或基于任何信息或买方或其关联方任何员工的建议而创造或产生的，任何发明、改进、可申请版权的工艺及其它工艺产品，卖方同意，买方（或其母公司）是该类产品包括其所有专利权、版权及其它知识产权（以下简称为“知识产权”）的唯一且排他的所有方。所有此类作品在法律允许的范围内应进一步被视为“受雇完成之作品”。卖方应披露且在此向买方转让由此产生的所有发明、改进、发现、技术及工艺，包括知识产权，并授权买方为任何目的使用本定单下规定交付的所有资料。卖方同意采取所有方式协助买方将此类财产的所有权（包括所有知识产权）以买方或其指定方的名义进行完善并予以记录。并且，有关需要卖方使用买方标志、名称或商标完成的工作，卖方必须遵循买方规定的所有质量标准，包括买方提供的所有说明和要求以及任何要求的商标或版权通知。卖方还必须向买方代表提供贴有标签的材料的样品用于质量审查和审批。

- 14. CERTAIN BUSINESS STANDARDS/SUPPLIER CODE OF CONDUCT/AUDIT RIGHTS:** (a) Seller agrees that, in connection with this order and in all its dealing with Buyer, Seller, its subcontractors and suppliers, and their respective employees, shall demonstrate high standards of ethical business behavior. Seller agrees that all reports, financial statements, billing and related data and information rendered to Buyer under this order shall properly reflect the facts of all activities and transactions relating thereto and may be relied upon as being complete and accurate by Buyer and in any further recording or reporting made by Buyer for any purpose. Seller shall notify Buyer in writing promptly upon Seller having reason to believe that any such reports, statements, data or information supplied to Buyer is no longer accurate and complete and Seller shall provide Buyer with the accurate and complete data and information in question. Seller shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Buyer's best interests. This obligation shall apply to activities of Seller and its employees and agents in their relations with Buyer's employees and their family and with vendors, subcontractors and third parties arising in connection with this order and accomplishing the work hereunder. Seller shall implement, maintain and comply with information and network security programs, practices and procedures in accordance with industry standards and applicable laws to secure information transmission, storage and disposal.

特定商业标准/供应商行为准则/审计权利：（a）卖方同意，卖方、其分包商和供应商，以及其各自员工，应在履行本定单以及与买方进行的所有交易中，遵守高标准的商业道德。卖方同意，在本定单项下提交给买方的所有报告、财务报表、帐单及相关资料和信息应适当反映所有相关活动及交易的真实方面，且买方可以信赖其完整性与准确性，且买方可出于任何目的基于其完整性与准确性作任何进一步的记录与报告。若卖方有理由相信提供给买方的任何此类报告、报表、资料或信息不再准确且完整，卖方应立即书面通知买方，且卖方应向买方提供准确且完整的正在讨论中的资料与信息。卖方应给予合理注意与努力来防止与买方最佳利益相冲突的任何行为或条件。这一义务应适用于卖方及其员工和代理人因本定单及完成本定单项下的工作而与买方员工及其家属，以及与供应商、分包商和第三方发生的交往活动。卖方应按照行业标准和适用法律执行、维持和遵守信息和网络安全规则、惯例和程序，以确保信息传递、存储和处置的安全性。

(b) Without limiting the foregoing, Seller represents and warrants that it does, and agrees that it shall, meet the requirements set forth in Buyer's Supplier Code of Conduct attached hereto as Appendix 1, and which may also be found at www.cabot-corp.com.

不限制上述事项，卖方保证其确实同意必须满足附件 1 买方供应商行为准则中规定的要求，可以在www.cabot-corp.com中找到此附件。

(c) If Buyer at any time believes, in good faith, that Seller has breached the representations, warranties or agreements set forth in this section 14, then Buyer shall have the right to audit, or have audited by a third party, Seller's books and records related to this order to verify Seller's compliance with the provisions of this section. Seller shall fully cooperate in any such audit.

如果买方在任何时候本着诚信原则认为卖方违反了第 14 条中规定的声明、保证或协议，那么买方必须有权进行审计，或请第三方进行审计，审计与此定单有关的卖方账簿和记录以核实卖方是否遵循了此条之规定。卖方必须在这类审计中予以充分配合。

15. GENERAL INDEMNITY AND INSURANCE: To the fullest extent permitted by law, Seller agrees to defend, indemnify and hold harmless Buyer and its affiliates, successors and assigns, officers, directors, employees, subcontractors, customers, agents and lessors (collectively, "Buyer Indemnified Parties") from and against any and all losses, damages, liabilities, suits, claims, demands, fines, penalties, settlements, interest, awards, costs and expenses (including reasonable attorney and professional fees and expenses of litigation), or causes of action of whatsoever kind (collectively, "Claims") that may be incurred by, asserted against or recoverable from any Buyer Indemnified Party arising out of or relating to the performance of this order or the products supplied under this order, including but not limited to (i) materials, workmanship or design of the products, (ii) the work, or (iii) any act or omission or willful misconduct of Seller, its employees, agents, servants or subcontractors, whether the Claim arises from or is contributed to by the negligence of Buyer or its employees and whether insured against or not. The foregoing shall apply, without limitation, to any damage to, destruction of, or loss of any property or to injury to or death of any person (including, without limitation, employees of Buyer, of Seller or of a subcontractor of Seller). The indemnity provided for in this section shall not apply to any Claim caused by the sole negligence of Buyer or a Buyer Indemnified Party. Seller shall purchase and maintain in full force and effect at all times during the term of this purchase order, with insurance companies acceptable to Buyer, at a minimum, the following insurance policies, which shall be primary as to any other existing, valid, and collectible insurance:

一般赔偿与保险：在法律许可的最大范围内，因本定单的履行或本定单项下产品的提供（包括但不限于(i) 产品的材料、设计或工艺，(ii) 工作，或(iii)卖方或其员工、代理人、职员、分包商的任何作为与不作为或渎职行为）直接或间接造成任何人身伤害或死亡或财产损坏，而为了任何实体、买方或个人（包括买方及卖方员工或买方的约定受偿方）的利益发生或提起任何损失、索赔、要求、罚款、处罚、成本及费用支出（包括律师费与法院收费）、起诉、诉讼，以及任何种类与性质的义务（合称为“索赔”），就该等任何及所有索赔而言，卖方同意赔偿买方、其关联方、继承者、受让方、管理人员、董事、员工、分包商、客户、代理人 and 出租方（合称为“买方受偿方”）并保护他们免受损害（不论此类索赔是否是由买方或其员工的疏忽造成，不论是否参加了保险）。上述内容必须不受限制地适用于任何财产的损坏、损毁或灭失和任何人员的伤亡（包括但不限于买方、卖方或卖方分包商的员工）。本条中规定的赔偿不适用于因买方或买方受偿方的疏忽导致的任何索赔。卖方应至少向买方认可的保险公司购买以下保险，作为任何其它现有的、有效的且可代收的保险的基础，且在本定购单有效期内，应始终确保该保险的完全效力：

A. Workers' Compensation and Employers' Liability 劳工保险和雇主责任保险

1. Coverage "A" – Statutory

"A" 类保险范围—法定

2. Coverage "B" – Employers' Liability – Limit US\$1,000,000 per occurrence/US\$2,000,000 annual aggregate

“B”类保险范围—雇主责任保险—每起事件保险限额为\$1,000,000 美元/每年保险金总额为\$2,000,000 美元

B. Comprehensive General Liability – Limit of Liability US\$2,000,000 per occurrence/US\$3,000,000 annual aggregate

综合责任险—每起事件责任限额为\$2,000,000 美元/每年保险金总额为\$3,000,000 美元

C. Automobile Liability -- Limit of Liability US\$2,000,000 per occurrence/US\$3,000,000 annual aggregate

机动车责任险—每起事件责任限额为\$2,000,000 美元/每年保险金总额为\$3,000,000 美元

For any work to be performed at facilities of Buyer or its affiliates or contractors, Seller shall, before commencing such work, secure from its liability insurers an endorsement naming Buyer and its affiliates as Additional Insureds and obtain Waivers of Subrogation against Buyer and its affiliates from such insurers. Certificates of Insurance as evidence of the required insurance and coverages shall be provided to Buyer prior to such work. If Seller employs subcontractors to perform any such work hereunder, Seller agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any such work hereunder, policies of insurance which comply with the requirements as set forth above. Seller shall also secure from its subcontractors Waivers of Subrogation against Buyer and its affiliates.

对任何在买方或其关联方或承包商的设施上进行的工作，卖方在开始此类工作前，应从其责任保险的保险人处获得承保批单，载明买方及其关联方为附加被保险人，并获得该保险人对针对买方及其关联方的代位求偿权的弃权文件。卖方在开始此类工作前，应向买方提供所需保险及保险范围的投保凭证。若卖方雇佣分包商进行本定单项下的任何此类工作，卖方同意要求此类分包商，在进行任何此类工作期间，获得、持有、维持此类符合上述规定要求的保险单并保持其有效性。卖方还应确保其分包商放弃针对买方及其关联方的代位求偿权。

16. INTELLECTUAL PROPERTY INDEMNITY: Seller agrees to defend, protect, indemnify and hold the Buyer Indemnitees (as defined in section 15 above) harmless from and against any Claims (as defined in section 15 above) for or by reason of any actual or alleged infringement of any patent, copyright, license or other intellectual property right arising out of the manufacture, use, sale, delivery, or disposal of the products furnished under this order and the cost of replacing such products with non-infringing goods.

知识产权赔偿：因生产、使用、销售、交付或处置本定单项下提供之产品而造成对任何专利权、版权、许可或其它知识产权实际或声称的侵权，从而导致任何索赔（定义见上述第 15 条），就该等索赔以及用非侵权产品替换此类产品产生之成本而言，卖方同意赔偿买方受偿方（定义见上述第 15 条），并保护他们免受损害。

17. ASSIGNMENT AND SUBCONTRACTING: Seller may not assign this order or any part hereof without Buyer's prior written consent. Seller shall not subcontract for completed or substantially completed material called for by this order or for services without the prior written consent of Buyer.

转让与分包：未经买方事先书面同意，卖方不得转让本定单或其任何部分。未经买方事先书面同意，卖方不得将本定单要求的已完成或实质部分已完成的材料或服务进行分包。

18. NON WAIVER: Failure of the Buyer to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that the Buyer shall have and shall not be deemed a waiver of any subsequent default of terms and conditions hereof. Shipment or receipt of any article under this order shall

not constitute a waiver of any right of the Buyer hereunder or any obligation of the Seller to comply with any of the provisions of this order.

非弃权：若买方未能严格执行本定单项下的条款与条件，不应被视为买方对其应有的任何权利或补救措施的弃权，亦不应被视为其对卖方之后违反本定单项下条款与条件的应有权利的弃权。本定单项下任何产品的装运或接收不应构成买方对本定单项下买方的任何权利或卖方履行本定单条款的任何义务的免除。

19. **TAXES AND DUTIES**: Unless otherwise specified elsewhere in this order, the prices for the products ordered include all country, state, municipal and/or local taxes and duties. Where products are subject to Value Added Tax, the amounts shall be separately identified and stated on Seller's invoice. Seller shall cooperate with Buyer in obtaining any available remission or refund of duty paid by Seller or its subcontractors on any portion of the work. Seller shall require similar cooperation from its subcontractors. All amounts received in such remission or refund shall be held in trust for Buyer and shall be forwarded to Buyer forthwith.

税收与关税：除本定单另有规定外，订购产品之价款应包括所有国家的、州的、市级的和/或地方性的税收与关税。若产品涉及增值税，则增值税金额应在卖方发票中单独确定并载明。卖方应协助买方，就卖方或其分包商为工作的任何部分所支付的税收，获取任何可获取的税收豁免或退税。卖方应要求其分包商做好类似的协助工作。卖方应以信托的方式为买方代收所有免税金额或退税金额，并在获得后立即转交给买方。

20. **COMPLIANCE WITH LAWS**: Seller represents and warrants that all products supplied hereunder are produced and priced in compliance with, that all work shall comply with, and that Seller shall comply with and observe, all country, state, municipal and local laws, rules, regulations orders, codes and standards applicable in respect of this order and further that Seller shall notify Buyer promptly of any failure to comply with this requirement. As to any and all work to be performed at facilities of Buyer or its affiliates or contractors, Seller is solely responsible for the safe performance of the work, including the safety of its employees, agents, subcontractors and employees of subcontractors, and further, in support thereof, Seller shall require all of its employees, agents, subcontractors and employees of subcontractors to become acquainted with and observe all safety instructions of the facility representative, safety provisions contained in the safety manual for the facility, where applicable, all accepted safety standards of the industry, and all applicable laws, regulations, standards and ordinances and will defend, indemnify and save Buyer Indemnitees harmless with respect to consequences of its failure to do so. If Seller is a European manufacturer or seller, then Seller shall provide to Buyer certification(s) of conformity with CE Standards and compliance with European machine directives as well as compliance with other Health and Safety Rules as applicable to the products purchased by Buyer. Seller shall supply material safety data sheets or similar material relating to the products, including without limitation any pertinent toxicity data in its possession or of which it is aware relative to human and environmental health concerning the products and offer recommendations for the safe storage and lawful disposal of the products.

遵守法律：卖方陈述并保证，本定单项下提供的所有产品之生产与定价，所有工作，以及卖方自身均符合并遵守，适用于本定单的所有国家的、州的、市级的和地方性的法律、法规、规章制度、规范及标准，卖方进一步陈述并保证如卖方违反此要求，其应该立即通知买方。对于任何及所有在买方或买方关联公司或承包商设备上进行的工作，卖方应单独对该等工作的安全履行承担责任，包括其员工、代理人、分包商、分包商的员工的安全，并且作为安全保障，卖方应要求其所有员工、代理人、分包商、分包商的员工开始了解并遵循设备厂方代表的所有安全指示和设备安全手册中所包含的安全规定，在适用的情况下，还应要求上述人员了解并遵循行业中公认的安全标准

和所有适用法律、法规、标准和法令，并且如因卖方未能履行上述义务而导致任何后果，卖方应赔偿买方受偿方并使买方受偿方免受损害。若卖方是一家欧洲生产商或欧洲卖家，则卖方应向买方提供符合 CE 标准且符合欧洲机械指令以及符合其它适用于买方所购买产品的卫生和安全规则的证书。卖方应提供与产品相关的材料安全数据表或类似资料，包括但不限于其掌握的或其意识到的任何与人体及环境卫生有关的产品毒性数据资料，并就产品的安全储存与合法处置提供建议。

21. **INSOLVENCY**: Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following, or of any other comparable event: (i) insolvency of Seller, (ii) bankruptcy or other concurrence proceedings; (iii) a change in control of Seller; or (iv) the execution by Seller of an assignment for the benefit of its creditors.

无力偿债：若发生以下任何事件，或发生任何其它类似事件，买方有权立即解除因卖方接受本定单而成立的合同：(i)卖方无力偿债，(ii)破产或其它并存的程序，(iii)对卖方控制权变更，或(iv)卖方为其债权人的利益签署任何转让协议。

22. **APPLICABLE LAW DISPUTE RESOLUTION**: THIS AGREEMENT SHALL BE GOVERNED BY AND ENFORCED UNDER THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA. The Buyer and Seller explicitly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods to this contract and to any sale/purchase between them. Any disputes arising out of or in connection with these Terms and Conditions or any order or contract between Buyer and Seller, including the existence, validity or termination of such order or contract shall be referred to and finally resolved by arbitration in Beijing before the China International Economic Trade and Arbitration Commission ("CIETAC"), and such arbitration shall be conducted in accordance with the Commission arbitration rules in force at the time of the filing of the arbitration demand, and such rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of three (3) arbitrators, of which one shall be appointed by Buyer, one by Seller and one selected by the two arbitrators so chosen.

适用法律、争议解决：本协议应受中华人民共和国法律管辖并据其执行。买方和卖方明确排除《联合国国际货物销售合同公约》对于本合同以及双方之间任何销售/购买行为的适用性。因本条款与条件或任何买方和卖方之间的定单或合同（包括该等定单或合同的存在、有效性或终止）而引发的或与之有关的任何争议，均应提交中国国际经济贸易仲裁委员会（“CIETAC”）并由其在北京最终裁决，该等仲裁应按照提交仲裁申请时届时有效的 CIETAC 的仲裁规则进行，并且该等仲裁规则已作为本条款的一部分。仲裁庭应由三名仲裁员组成，其中一名由买方指定，一名由卖方指定，第三名仲裁员由前述两名仲裁员共同指定。

Attachment: Cabot Corporation Supplier Code of Conduct

附件：卡博特公司供应商行为准则

Appendix 1 附件1

Supplier Code of Conduct

供应商行为准则

Overview概述

Cabot Corporation is committed to conducting its business with integrity and in accordance with the highest ethical standards. In support of this commitment, Cabot has implemented Global Ethics and Compliance Standards (Standards) and expects its suppliers to conform to the Standards. Key principles which are contained in the Standards include the following.

卡博特公司致力于根据最高道德标准有诚信地经营业务。为支持此承诺，卡博特实施了全球道德和合规标准（标准）并且希望其供应商遵守这些标准。这些标准中包含的关键原则如下：

● Gifts and Gratuities礼品和小费

Cabot employees may never request, solicit or receive personal gifts, favors, entertainment or services from any current or future suppliers to provide individual preferential treatment in pricing, terms or loans, to secure a specific business opportunity or to obtain beneficial treatment. No cash or cash equivalents may ever be given or accepted as gifts.

卡博特员工从不要、索取或接受个人礼品、惠赠、招待或服务，现在或未来的供应商给与这些是为了在定价、条款或贷款方面获得独特的特惠待遇以获得商业机会或获取优惠待遇。不得给予或接受现金或现金等价物作为礼物。

● Improper Payments付款不当

Bribes, kickbacks, payoffs and all illegal payments by any current or future suppliers are inappropriate and are also prohibited in every country in which Cabot does business. Improper payments to Cabot or its associates are strictly prohibited.

现在或未来的供应商给予的贿赂、回扣、报酬和所有非法付款都是不适当的，并且在卡博特经营业务的所有国家中都是禁止的。严禁向卡博特或其关联公司进行不当付款。

● Labor Practices and Discrimination 劳动惯例和歧视

Suppliers are required to be in compliance with any local or national labor laws regarding compensation and working hours. Cabot values diversity and respects equal opportunity in employment. Cabot will not tolerate any supplier who engages in unlawful employment discrimination, child labor or forced labor practices.

要求供应商遵守与薪酬和工作时间有关的任何当地或国家劳动法。卡博特重视多样化并尊重雇佣中的平等机会。卡博特不会容忍任何参与非法雇佣歧视、童工或强迫劳动做法的供应商。

● Environmental Responsibility 环保责任

Cabot is committed to managing our operations in full compliance with applicable laws and government authorizations. We operate our plants with unwavering care for the communities in which we operate and seek to minimize the environmental impact of our operations. Cabot expects its suppliers to share these same values.

卡博特致力于完全遵照适用法律和政府授权来管理我们的工厂。为了运行装置所在的社区，我们一直都非常小心地运行装置并试图尽量减少我们的运行对环境的影响。卡博特期望其供应商能够共享这些同样的价值观。

● Safety安全

Cabot works very hard to ensure the safety of our operations for all personnel including contractors and visitors. We firmly believe that all injuries are preventable and dedicate

significant time and energy to ensuring no one gets hurt. Cabot expects its suppliers to implement robust safety management programs and commit to the concept of continuous improvement as it relates to safety performance.

卡博特的所有人员都努力工作以确保所有人员（包括承包商和来访人员）的安全。我们坚信，所有的伤害都是可以预防的，并且花费大量的时间和经历来确保没有任何人会受伤。卡博特希望其供应商能够实施有力的安全管理程序，并加强持续改进的观念，因为持续改进与安全绩效相关。

Cabot reserves the right to terminate its business relationship with any party that violates the above stated principles. The Standards are available on Cabot's website at www.cabot-corp.com under the heading "About Cabot – Governance - Code of Ethics."

卡博特保留了终止与违反上述原则的其他方的业务关系的权利。可以在卡博特网站（www.cabot-corp.com）的“卡博特简介——管理——道德规范”标题下方找到这些标准。