

PURCHASE CONTRACT TERMS AND CONDITIONS

采购合同条款

1. For the purpose of these terms and conditions (“**Conditions**”), the word “**Buyer**” shall mean **Meiyume (Shenzhen) Ltd.** The word “**Seller**” shall mean the company, firm or person whose name and address appear under the heading “seller” on the Purchase Contract. The word “**Contract**” shall mean these Conditions together with the purchase contract (“**Purchase Contract**”). The word “**Goods**” shall mean the goods (including, any components and/or raw materials) which are the subject of the Purchase Contract.
为本条款之目的 (“本条款”), “买方”应指深圳万隆行贸易有限公司; “卖方”应指采购合同中标题为“卖方”项下列明名称与地址的公司、企业或个人; “合同”应指本条款与采购合同 (“采购合同”) 共同构成的整体; “货物”应指采购合同项下作为交易标的的货物 (包括任何部件及/或原材料)。
2.
 - (a) These Conditions supersede any other terms or conditions appearing in Seller’s catalogues, sales literature or elsewhere, and shall override and exclude any other terms or conditions stipulated or incorporated or referred to by Seller, whether in any order or negotiations, and / or in any course of dealing established between Seller and Buyer.
本条款取代卖方目录、销售资料或任何其他地方所载的任何其他条款, 并排除卖方规定、载明或援引的任何其他条款或条件, 不管这些条款或条件是在任何订单或谈判中的, 及/或是在卖方与买方之间的任何交易流程中的。
 - (b) Seller shall be deemed to accept the Contract on these Conditions by either (i) signing and returning the Purchase Contract; (ii) indicating its acceptance through the electronic means provided by Buyer; or (iii) taking any action to provide the Goods to Buyer.
卖方以下列方式之一即视为接受本合同 (含本条款): (i) 签署并返还采购合同; (ii) 通过买方指定的电子方式接受; 或 (iii) 采取任何向买方交付或提供货物的行动。
 - (c) No modification of the Contract including of these Conditions shall be effective unless expressly agreed in writing between Buyer and Seller. The signing by Buyer of any of Seller’s documentation shall not imply any such modification.
对本合同 (含本条款) 的任何修改, 除非经买卖双方书面明确同意, 否则概不生效。买方签署卖方提供的任何文件, 均不构成任何默示的修改。
 - (d) Buyer may at any time terminate the Contract in whole or in part by written notice to Seller (although such termination may result in suspension of shipment or work pursuant to this Purchase Contract) without penalty to Buyer, save for reimbursement to Seller for reasonable expenditure on raw materials incurred upon the authority of this Purchase Contract up to the date of cancellation or termination.
买方可随时通过书面通知方式全部或部分终止本合同 (即使该终止可能导致暂停发货或本合同项下的工作) 且无需承担任何罚金, 但应补偿卖方截至取消或终止之日依据本合同授权已发生的合理原材料支出。
3. Seller represents, warrants and undertakes to Buyer that the Goods shall be:
卖方向买方声明、保证并承诺货物应:
 - (a) manufactured, marked, labeled, packed, documented and shipped in strict accordance with:
(i) the quantity, quality, description, specifications and requirements provided by Buyer;
(ii) any sample of the Goods or their components and sub-materials (including without limitation, raw materials and/or substances approved by Buyer)(iii) all required lab test standards, including standards concerning product safety; and (iv) any and all applicable laws, regulations, guidelines, rules or requirements in force from time to time of the country(ies) or jurisdiction(s) in which the Goods are manufactured (collectively, “**Manufacturing Jurisdiction**”), the country(ies) or jurisdictions into which the Goods will be sold or imported (collectively, “**Importing Jurisdiction**”), or other country(ies) indicated by Buyer, including without limitation, laws and regulations concerning country of origin, quota, forced labor, child labor, advertising, labeling, marking, washing and care instructions, product compliance, environment, conflict materials, restricted substances, consumer health and safety, flammability and export and import documentation;
严格按照以下要求制造、标记、贴标、包装、制单和发货: (i) 买方提供的数量、质量、描述、规格与要求; (ii) 货物或其组件和次级材料的任何样品 (包括但不限于买方批准的原材料和/或物质); (iii) 所有必需的实验室测试标准, 包括与产品安全相关的标准; 以及 (iv) 在货物制造国或司法管辖区 (合称“制造地”)、货物将销售或进口的国家或司法管辖区 (合称“进口地”), 或买方指定的任何其他国家或司法管辖区不时生效的所有适用法律、法规、指引、规则或要求, 包括但不限于关于原产国、配额、强迫劳动、童工、广告、标签、标识、洗涤及护理说明、产品合规、环境、冲突材料、受限物质、消费者健康与安全、可燃性以及进出口单证的法律法

- 规;
- (b) free of defects in design, material and workmanship;
在设计、材料和工艺方面无缺陷;
 - (c) of good and merchantable quality and condition or are of such higher quality and condition as shall be specified in the Contract;
具有良好的适销品质与状态, 或符合本合同规定的更高标准与状态;
 - (d) are in all respects fit and sufficient and suitable for the purpose or purposes, expressly or implied, for which the Goods are intended, which said purpose or purposes Seller hereby acknowledges to have been declared or fully made known to Seller;
在各方面均完好无损、数量充足且满足合同明示或默示的用途要求, 且卖方特此确认卖方已经被声明或明确告知该等用途;
 - (e) in the case of manufactured Goods, new and unused;
如为制成品, 应为全新且未使用;
 - (f) not be misbranded nor falsely advertised when shipped; and
于发货时不得有虚假标识或虚假广告; 且
 - (g) that, other than in relation to any artwork or designs provided by Buyer, the Seller owns all Intellectual Property (as defined in clause 19 below) rights in the Goods.
除买方提供的图稿或设计外, 货物的所有知识产权(定义见下文第19条)均由卖方享有。

4. Without limiting the generality of clause 3, Seller further represents, warrants and undertakes to Buyer:

在不影响第3条普遍适用性的前提下, 卖方进一步向买方声明、保证并承诺:

- (a) only to employ workers who meet the minimum applicable legal age requirement or are at least 15 years of age, whichever is greater, and to comply with all other applicable child labor laws;
所雇工人须满足法定最低年龄要求或年满15周岁(以两者中较高者为准), 并遵守所有其他适用的童工法律;
- (b) not to utilize any prison labor, forced labor or indentured labor in the manufacture of the Goods;
不得在货物制造过程中使用任何囚犯劳工、强迫劳动或契约劳工;
- (c) that it will use only subcontractor(s) approved by Buyer in the production of the Goods and that such subcontractor(s) shall abide by these Conditions;
仅可聘用经买方批准的分包商生产货物, 且该等分包商须遵守本条款并受其约束。
- (d) the genuine and true origin of the Goods and that it shall fully and accurately complete all documents that it issues in respect of the Goods, including invoices, packing lists, quota charge statements, applications for certificates of origin, import licenses, export licenses, visas and export licenses;
卖方应确保货物原产地的真实性与准确性, 并须如实填写其就货物出具的全部单证, 包括但不限于发票、装箱单、配额费用说明、原产地证书申请、进口许可证、出口许可证、签证及出口许可文件。
- (e) that any visa accompanying the Goods is in the form required by the applicable arrangements from time to time between the Manufacturing Jurisdiction and the Importing Jurisdiction and that any textile quota category reflected thereon accurately describes the Goods; and
随货签证应采用制造地与进口地现行有效安排所要求的格式, 且其上标注的任何纺织品配额类别均应准确描述货物; 以及
- (f) the Goods shall comply with all laws and regulations applicable to the importation of the Goods into the Importing Jurisdiction, including, but not limited to, the Tariff Act of 1930, as amended, Uyghur Forced Labor Prevention Act, the Wool Products Labeling Act, the Textile Fiber Products Identification Act, the Lanham Act, the Hazardous Substances Labeling Act, Consumer Product Safety Act, Consumer Product Safety Improvement Act, Lead Free Toys Act, the Flammable Fabrics Act, the Food, Drug & Cosmetics Act, the IUCN Red List Terms and Conditions (as amended), the Dodd-Frank Act, The Convention on International Trade in Endangered Species of Wild Fauna and Flora, Conflict Minerals Regulation (Regulation (EU) 2017/821) and the Federal Trade Commission Act, China's Product Quality Law, China's Import and Export Commodity Inspection Law, China's Measures for the Administration of the Import and Export of Goods Subject to Inspection, Japan's Act on the Control of Household Products Containing Harmful Substances, Japan's Act against Unjustifiable Premiums and Misleading Representations, Japan's Consumer Product Safety Act, The ASEAN Cosmetic Directive, ASEAN Harmonized Electrical and Electronic Equipment Regulatory Regime, Singapore's Consumer Protection (Safety Requirements) Regulations, Malaysia's Consumer Protection Act 1999, Indonesia's Law No. 8/1999 on Consumer Protection, Thailand's Consumer Protection Act B.E. 2522 (1979),

Vietnam's Law on Product and Goods Quality (No. 05/2007/QH12), including the care labeling regulations, all applicable standards on lead and other toxic substances and any guidelines and rules and other regulations issued pursuant thereto, as they may be amended from time to time.

货物应符合进口地所有适用于货物进口的法律法规,包括但不限于:经修订的《1930年关税法》、《涉疆法案》、《羊毛制品标签法案》、《纺织纤维制品鉴别法案》、《兰哈姆法案》、《危险物质标签法》、《消费品安全法》、《消费品安全改进法》、《无铅玩具法》、《易燃织物法》、《食品、药品和化妆品法》、《IUCN红色名录条款和条件》(经修订)、《多德-弗兰克法案》、《濒危野生动植物种国际贸易公约》、《关于冲突地区高风险矿物供应链尽职调查的法规》(欧盟第2017/821号条例)、《联邦贸易委员会法》、《中华人民共和国产品质量法》、《中华人民共和国进出口商品检验法》、中国《进出口商品抽查检验管理办法》、日本《家用产品有害物质管控法案》、日本《打击不合理溢价和误导性陈述法》、日本《消费品安全法》、《东盟化妆品指令》、《东盟电气和电子设备法规》、新加坡《消费者保护(安全要求)条例》、马来西亚《1999年消费者保护法》、印尼《消费者保护法》(1999年第8号法令)、泰国《1979年消费者保护法》、越南《产品质量法》(第05/2007/QH12号),并应包括护理标签规定、所有关于铅及其他有毒物质的适用标准,以及依据该等法律不时发布的任何指引、规则和其他法规。

5. Seller also represents and warrants and undertakes to Buyer that the foregoing representations and warranties in clauses 3 and 4 will be true and accurate throughout the continuance of this Contract with reference to the facts and circumstances from time to time.
卖方进一步向买方声明、保证并承诺,第3条与第4条所述陈述与保证在本合同存续期间应持续真实并准确,且符合各该时点的实际情况。
6. Seller agrees that it is solely responsible for and shall indemnify and hold harmless Buyer against any claim, penalty (including any penalty or liquidated damages assessed by or paid to any government agency of the Importing Jurisdiction, including the United States Customs and Border Protection), expenses, (including legal fees), liability, interest, loss (including loss of profit), expenses or damage, including all costs relating to product recalls (collectively, **"Damages"**) suffered or incurred by Buyer which are in respect of or in any way related to a default or breach by Seller of any of the representations, warranties and/or undertakings made by Seller in clauses 3 and 4 above.
卖方同意,其应单独承担因违反上述第3条及第4条中任何声明、保证和/或承诺而导致买方遭受或产生的任何索赔、罚款(含向进口地任何政府机构,包括美国海关与边境保护局,支付或由该机构裁定的任何罚款或违约金)、费用(包括律师费)、责任、利息、损失(含利润损失)、开支或损害(含所有产品召回相关费用,统称"损害"),并应赔偿买方由此所涉全部损害,使买方免于承担责任。
7. Seller shall not increase the price of the Goods set out in the Purchase Contract unless approved by Buyer in writing. Payment for the Goods shall be made in accordance with the Buyer's "Requirement on Supplier Payment Document" (or other instructions of Buyer) as provided to the Seller from time to time. Seller agrees to comply with all requirements set forth therein.
未经买方书面同意,卖方不得上调采购合同所规定的货物价格。买方应依照其不时向卖方提出的供应商付款文件要求(或其他买方指令)支付价款。卖方同意遵守该等要求。
8. In the event that any of the Goods are, in the sole and absolute opinion of Buyer to be (a) of substandard quality, defective or otherwise do not comply in all respects with the Contract; (b) of short shipment; or (c) detained, excluded, embargoed seized or subject to recall by any government agency of the Importing Jurisdiction (including the United States Customs and Border Protection), Buyer may accept or reject the whole or any part of the Goods, and in the case of an installment contract, to treat the whole Contract as repudiated by Seller, and thereby terminate the Contract pursuant thereto. Notice of such rejection shall be given by Buyer to Seller within a reasonable time and for the avoidance of doubt, risk in respect of the Goods shall remain with Seller until the Goods have been accepted by Buyer in accordance with clause 14(a). Seller shall be solely liable for and indemnify and hold Buyer harmless against all loss, damage and expenses suffered or incurred by Buyer as result of such rejection. Seller shall collect the rejected Goods within 30 days of the Buyer's notice of rejection, failing which Buyer shall be entitled to destroy or resell the rejected Goods for the best price which can reasonably be obtained in the country or place of their destination. In the event of the exercise by Buyer of the above mentioned power of resale, Seller shall be liable for any difference between the amount of any damages payable by Seller to Buyer arising out of the termination of the Contract (including the price paid by Buyer to Seller for the Goods, any loss of profits and any expenses thereby incurred) and the net price realised by such resale (after deducting the expenses thereof incurred by Buyer and its agents).

若买方自行且绝对地判断任何货物存在以下情形：(a)量不达标、存在缺陷或在任何方面不符合合同规定；(b)短装；或(c)被进口地任何政府机构（包括美国海关与边境保护局）扣留、排除、禁运、扣押或召回，则买方可接受或拒收全部或部分货物。若属分批交付合同，买方有权视卖方拒绝履行整个合同，并据此终止合同。买方应在合理时间内向卖方发出拒收通知；为免疑义，在买方依据第14(a)条接受货物之前，货物风险仍由卖方承担。卖方应单独承担因该等拒收而使买方遭受或产生的所有损失、损害和费用，并应赔偿买方因此所涉一切责任。卖方须在买方发出拒收通知后30日内收回被拒货物，否则买方有权在货物目的地国家或地区以可合理获得的最高价格销毁或转售被拒货物。若买方行使上述转售权，卖方应就因合同终止买方有权获得的赔偿金额（包括买方已支付的货款、任何利润损失及相关费用）与该转售所得净价（扣除买方及其代理人的相关费用）之间的差额向买方承担责任。

9. In the case of any rejected Goods, Seller shall comply with the directions of Buyer either to refund to it the amount of any purchase price in respect of such Goods (together with interest at the rate which would normally represent its cost of funding such amount from a major bank in People's Republic of China ("**Interest Rate**") on the amount for the time being outstanding and unrefunded thereof for the period from the date of the payment of such purchase price to the date of Buyer's receipt of such refund) or to replace such Goods upon and subject to such terms and conditions as to shipment, delivery and otherwise as Buyer shall stipulate.

对于任何被拒收的货物，卖方应遵守买方指示，向买方退还该等货物的价款（并自付款之日起至买方收到退款之日止，按未退还金额以中华人民共和国主要银行普遍代表其融资成本的利率（简称“利率”）计付利息），或者按照买方规定的装运、交付及其他条件更换该等货物。

10. Where the Goods are to be supplied or payment thereof is to be made by instalments, the failure of Buyer to pay any instalment in due time shall not entitle Seller to treat such failure as a repudiation by Buyer of the Contract.

若货物系分期供应或货款分期支付，买方未按时支付任何一期款项，不构成买方对合同的拒绝履行。

11. (a) Partial shipments and trans-shipments of the Goods shall not be permitted unless expressly authorised by Buyer.

除经买方明确授权，不允许对货物进行分批装运或转运。

- (b) The Goods shall be packed strictly as specified in the Contract and secured in such manner as to reach their destination in good condition under normal conditions of transport and in accordance with any rules relating to freight classification and at the lowest freight available. Shipment and delivery shall also be in strict compliance with the time limit, quantities, method of shipment and other shipping requirements specified in the Contract unless otherwise agreed in writing. In every case, a clean bill of lading or a forwarder's cargo receipt is required. Delivery must be evidenced by a clean receipt signed by a fully authorised representative of Buyer. Failure to comply with the above requirements shall entitle Buyer, at its option, to withhold payment for the Goods without prejudice to its other rights under this Contract.

货物应严格按照合同规定进行包装，并采取适当固定措施，确保在正常运输条件下抵达目的地时保持完好；同时应符合运费分级规则，按最低可用运费安排装运。除另有书面约定，装运和交付亦须严格遵守合同中规定的时间限制、数量、装运方式及其他运输要求。任何情况下均须提供清洁提单或货运代理收货凭证。交付应以买方正式授权代表签署的清洁收据为证。若卖方未能遵守上述要求，买方有权选择拒付货款，且不影响其在本合同项下的任何其他权利。

- (c) All shipment and delivery dates are not merely estimates but are of the essence to the intent that Buyer shall be entitled to terminate the Contract if any of the Goods or any instalment of the Goods are or is not shipped or delivered within the time limit or in accordance with other shipping requirements specified in the Contract.

所有装运和交付日期均为合同的关键要素，而非仅为估计日期；若任何货物或任何批次货物未在合同规定时限内或未按规定要求装运或交付，买方有权终止合同。

- (d) In the event of termination of the Contract, Seller shall immediately refund to Buyer any amount of the purchase price paid by Buyer for any undelivered Goods, together with interest on the amount for the time being outstanding and unrefunded at the rate which Buyer certifies to be the Interest Rate for the period from the date of the payment of such purchase price to the date of Buyer's receipt of such refund.

合同终止时，卖方应立即向买方退还就任何未交付货物已支付的价款，并就该笔款项自付款之日起至买方收到退款之日止，按买方核定的利率向买方计付利息。

12. Acceptance of the Goods by Buyer or any part thereof after the date or dates for shipment fixed by the Contract, shall not be deemed to be a waiver by Buyer of any rights arising from such late shipment or non-shipment, and Seller accepts full responsibility for any loss or damage suffered or incurred by Buyer as a result of such late shipment or non-shipment. Without limiting the Buyer's rights under clause 11(b) above, if Seller is unable to comply with clause 11 (b) above (including in the event of late delivery being accepted by Buyer, whether in part or whole), Buyer may elect either to (i) ship the Goods by air-freight, in which case Seller shall bear all excess freight, if any, including replacement freight costs or costs arising from freight surcharge and/or freight increase enforced after the expiry of the agreed delivery time; or (ii) to terminate the Contract in whole or in part without prejudice to any claim Buyer has against Seller for breach of contract and for damages, costs, claims and expenses which Buyer may suffer or incur as a result.
买方在合同规定的装运日期之后接受全部或部分货物, 不构成对其因迟延或未装运所生任何权利的放弃, 且卖方应承担因该等迟延或未装运导致买方遭受或产生的任何损失或损害的全部责任。在不限制买方根据第11(b)条所享有权利的前提下, 若卖方未能遵守第11(b)条规定 (包括买方已接受部分或全部迟延交付的情形), 买方可选择: (i)以空运方式发运货物, 在此情况下, 卖方应承担所有超额运费, 包括因超出约定交付期限而产生的运费附加费及/或运价上涨导致的替代运输费用; 或(ii)全部或部分终止合同, 且不影响买方就卖方违约以及因此遭受或产生的损害赔偿、费用、索赔及支出所享有的任何权利。
13. Without limiting the generality of clause 15 below, Buyer is entitled without reference to Seller, to commission a survey report on the Goods from an independent surveyor at Seller's expense, and such report shall be admissible as conclusive evidence in any litigation or arbitration proceedings as to the quantity, quality, condition, description and specifications of the Goods and their conformity or non-conformity with their description, quality, specifications or samples in any proceedings between Buyer and Seller without such surveyor being called as a witness. No inspection of the Goods prior to shipment or at the port of shipment shall constitute an acceptance by Buyer, its agents or its sub-purchasers of the Goods or of their conformity with the requirements of the Contract.
在不影响第15条一般性规定的前提下, 买方有权自行委托独立检验人对货物进行检验并出具报告, 费用由卖方承担; 该报告在任何诉讼或仲裁程序中应作为关于货物的数量、质量、状况、描述、规格及其与合同约定、质量、规格或样品是否相符的最终证据, 且无需检验人出庭作证。装运前或装运港对货物的任何检验均不构成买方、其代理或其次级买方对货物或货物符合合同要求的接受。
14. (a) Risk of loss to any of the Goods shall pass to Buyer when they shall have been delivered effectively to and accepted by Buyer in the location as directed or instructed by the Buyer according to the Contract.
货损风险应于货物依合同有效交付至买方指定地点且经买方接受时转移给买方。
(b) Title to the Goods shall pass to Buyer when they shall have been delivered effectively to and accepted by Buyer in the location as directed or instructed by the Buyer according to the Contract, except that title to the Goods shall pass to Buyer upon payment of the purchase price if made prior to delivery.
货物所有权应于货物依合同有效交付至买方指定地点并经买方接受时转移给买方; 若货款于交付前支付, 则所有权在付款时转移。
(c) If title to the Goods has passed to Buyer, Seller shall have possession of the Goods as bailee and fiduciary agent for Buyer and shall take all measures necessary for the protection of the Goods and shall store the Goods ready for shipment separately from all other goods and shall not combine or consolidate or mix or incorporate or adapt the Goods with any other goods or materials or otherwise howsoever.
若货物所有权已转移给买方, 卖方应以受托人及受信代理人身份为买方持有货物, 并应采取一切必要措施保护货物, 将货物单独存放以备装运, 不得与任何其他货物或材料相混合、合并或整合。
(d) Once title to the Goods has passed to Buyer, Seller shall clearly label the Goods in order that it can clearly identify the Goods as belonging to Buyer at all times.
一旦货物所有权转移给买方, 卖方应清晰地标识货物, 以便始终能够明确识别该货物为买方所有。
15. Buyer is entitled to inspect the Goods during manufacture, processing, storage or at any time. Seller shall provide representatives of Buyer with full and complete access at all times to each location at which the Goods and any of its sub-materials or components will undergo manufacturing operations, whether at Seller's premises or elsewhere, so as to enable Buyer to carry out in-process, final inspections and post-shipment reviews. Seller shall provide all reasonable facilities and allow a reasonable time for such inspections. Any such inspection, any execution of an inspection certificate by Buyer in respect of the Goods or any payment for the Goods by Buyer shall not

constitute acceptance of the Goods by Buyer nor shall the same constitute acceptance of the Goods' conformity with the requirements of the Contract.

买方有权在货物的制造、加工、储存期间或任何其他时间进行检验。卖方应允许买方代表随时完全进入所有进行货物及其任何次级材料或组件制造作业的场所（无论是否在卖方所在地），以便买方进行过程检验、最终检验及装运后审查。卖方应提供一切合理便利，并给予合理时间以完成此类检验。任何此类检验、买方就货物签署的任何检验证书或买方对货物的任何付款，均不构成买方对货物的接受，也不构成对货物符合合同要求的接受。

Seller shall provide Buyer with true and complete copies of all documents that Buyer may at any time, in the exercise of its sole discretion, request (and make the originals available for Buyer's inspection) to substantiate the origin of the Goods or compliance with the requirements of the Contract. Such documents include:

卖方应向买方提供真实、完整的所有文件副本（并提供正本供买方查验），该等文件为买方为证明货物原产地或符合合同要求而有权随时自行要求提供者。该等文件包括：

- (a) all manner of production and shipment records, such as sewing records, transportation documents for finished Goods and sub-materials, utility bills, machinery repair records, employee records and documents filed with government agencies (e.g. import and export licenses and notifications, production notifications and factory registrations); and 所有生产和装运记录，如缝制记录、成品及次级材料运输单据、水电费账单、机器维修记录、员工记录，及向政府机构提交的文件（如进出口许可证及通知、生产通知和工厂注册文件）；及
- (b) any declarations, certifications, statements, confirmations or undertakings that Buyer may request for the purpose of such substantiation. 买方为前述证明目的可能要求提供的任何声明、证明、陈述、确认或承诺。

16. Seller shall use all reasonable endeavours to procure for Buyer the benefit of such warranties and other rights as are conferred on Seller in relation to any part of the Goods which is not of Seller's manufacture.

卖方应尽一切合理努力，确保买方能够享有卖方就任何非卖方制造的货物所应获得的保证及其他权利。

17. Unless otherwise specifically agreed in writing, Seller shall be responsible for procuring all necessary export licenses, certificates of origin and other certificates of a similar kind and description. Failure to procure such export licenses, certificates of origin and other certificates of a similar kind and description as required shall entitle Buyer, at its discretion and without prejudice to its other rights and remedies against Seller, to withhold payment for the Goods or to terminate the Contract.

除另有书面特别约定，卖方应负责取得所有必要的出口许可证、原产地证书及其他性质与描述类似的证书。未能取得该等所需的出口许可证、原产地证书及其他类似证书，买方有权自行决定，拒付货款或终止合同，且不影响其针对卖方所享有的其他权利和救济。

18. In the event that Seller, or any subcontractor of Seller engages, is visited by, or receives any inquiry, notice or request from, the authorities of the Importing Jurisdiction or the Manufacturing Jurisdiction, in relation to any actual or alleged violation of any laws or regulations of the Importing Jurisdiction and/or the Manufacturing Jurisdiction in relation to the manufacture, sale or importation of any goods, whether ordered by Buyer or parties other than Buyer ("Inquiry"), Seller undertakes to promptly notify Buyer of the details of such Inquiry, to keep Buyer informed of all developments concerning the Inquiry and to cooperate with the authorities carrying out such Inquiry. Without Buyer incurring any expenses or liability to Seller, Buyer shall have the right to immediately terminate, in whole or in part, all purchase contracts between Seller and Buyer, including this Contract, if

若卖方或其任何分包商就任何货物（无论是由买方还是非买方订购）的制造、销售或进口，涉及进口地和/或制造地任何实际或涉嫌违反法律法规的情形，而被该等地的主管当局接洽、到访或收到任何问询、通知或请求（简称“调查”），卖方承诺立即将调查详情通知买方，持续告知买方所有相关进展，并与开展调查的主管部门合作。买方有权在不承担任何对卖方的费用或责任的前提下，有权立即全部或部分终止卖方与买方之间签订的所有采购合同，包括本合同，如果：

- (a) upon learning the circumstances relevant to the Inquiry, Buyer determines, in its sole discretion, that there is a likelihood that in the manufacture, sale or importation of any goods, whether ordered by Buyer or parties other than Buyer, Seller or any subcontractor engaged by Seller have committed a violation of the laws of the Importing Jurisdiction and/or the Manufacturing Jurisdiction; or 买方在知悉该调查的相关情况后，自行判断卖方或其任何分包商在制造、销售或进口任何货物（无论是否由买方订购）时，可能违反了进口地和/或制造地的法律；或
- (b) Seller or any of its affiliates or subcontractors is named on any list published by the

authorities of the Manufacturing Jurisdiction or the Importing Jurisdiction as a party in violation of laws or regulations concerning the manufacture, sale or importation of any goods, including the list published by the United States Secretary of the Treasury in the Federal Register pursuant to 19 U.S.C. Section 1592a.

若卖方或其任何关联公司或分包商被制造地或进口地当局列入任何违反货物制造、销售或进口法律法规的当事方名单（包括美国财政部长依据《美国法典》第19编第1592a条在《联邦公报》上发布的名单）。

19. Seller agrees to indemnify and hold harmless Buyer against any and all liability, loss or expense by reason of infringement of any and all intellectual property e.g. copyrights, design rights, symbols, logos, patent, trade names or trademarks existing now or in the future with respect to the Goods (the “**Intellectual Property**”). Seller shall accept full responsibility for any infringement of such Intellectual Property rights which may be asserted by any third party. Seller shall devote its best efforts to protect any and all Intellectual Property rights of Buyer, or Buyers’ customer(s). Seller shall dispose of any Goods rejected by Buyer in accordance with the instructions of Buyer even if such instructions are to destroy the Goods. In the event Buyer agrees to allow Seller to dispose of rejected Goods to third parties, Seller shall remove and destroy any sub-materials (e.g. labels, hangtags, or other accessories) incorporated in or attached to the rejected Goods, which bear any Intellectual Property and unless otherwise instructed by Buyer shall promptly return to Buyer any sub-materials not incorporated in or attached to the rejected Goods, which bear any Intellectual Property. All artworks and designs provided by Buyer shall remain the property of Buyer and shall not be used or disclosed to any third party by Seller except as required for Seller’s performance under this Contract.

卖方同意，就因货物侵犯任何现有或未来的知识产权（例如版权、外观设计权、符号、标识、专利、商号或商标）（简称“知识产权”），而使买方遭受或产生的任何及所有责任、损失或费用，赔偿买方并使买方免受损害。卖方应对任何第三方可能主张的该等知识产权侵权承担全部责任。卖方应尽最大努力保障买方或买方客户的任何及所有知识产权。对于买方拒收的货物，卖方应按照买方指示处置，即使该指示要求销毁货物。若买方同意卖方将拒收货物处置给第三方，卖方应移除并销毁已融入或附于该货物之上、且载有知识产权的任何次级材料（如标签、吊牌或其他配件）；除非买方另有指示，卖方还应迅速将未融入或附于拒收货物之上、但载有知识产权的任何次级材料退还买方。买方提供的所有图稿和设计应始终属于买方财产，卖方除为履行本合同需要外，不得使用或向任何第三方披露。

20. The Contract may be terminated by Buyer who shall not incur any liability or obligation whatsoever in respect of such termination if:

在下列任一情况下，买方有权终止本合同，且无需就此向卖方承担任何形式的责任或义务：

- (a) Seller defaults or breaches any of its obligations under the Contract or any other such contract entered into with Buyer, or in case of a breach of any of the warranties contained in clauses 3 and 4 above; or
卖方违反本合同或与买方签订的任何其他合同项下的义务，或违反上述第3条和第4条的任何保证；或
- (b) the performance of the Contract is rendered impossible or impracticable by reason of government restrictions, de-valuation or re-valuation of currency, war strikes, riots, civil commotion, act of God, force majeure or other circumstance beyond the control of Buyer; or
因政府限制、货币贬值或升值、战争、罢工、骚乱、内乱、天灾、不可抗力或其他超出买方控制范围的情况，致使合同履行已不可能或不切实际；或
- (c) a resolution is passed, a petition is presented or an order is made for the winding-up of Seller or a receiver or administrative receiver or administrator is appointed in respect of Seller or any of its assets or Buyer reasonably apprehends that any of the above is about to occur in relation to Seller, in which case Buyer shall be entitled to terminate the Contract without notice to Seller and shall not be liable to Seller in any way or in any manner whatsoever in respect of the termination.

若卖方通过清盘决议、提出清盘申请或清盘令已作出，或针对卖方或其任何资产指定了接管人、行政接管人或管理人，或买方有合理理由认为上述任何情形即将发生，则买方有权不经通知卖方而终止本合同，且无需就此向卖方承担任何形式的责任。

Upon such termination, (i) in relation to Goods which Buyer has paid for but remain undelivered, Seller shall use all endeavours to complete effective delivery; (ii) all obligations of Buyer under the Contract will come to an end; and (iii) Buyer shall be relieved from all obligations incurred under the Contract.

本合同终止后，(i)对于买方已付款但尚未交付的货物，卖方应尽力完成有效交付；(ii)买方在本合同项下的所有义务即告终止；及(iii)买方就其于合同项下已产生的义务亦被解除。

21. In the event that the price of the Goods is expressed in a currency other than U.S. Dollars such price shall be payable in U.S. Dollars at The Hongkong and Shanghai Banking Corporation's current buying rate of exchange and less the usual banking charges on the payment date specified in the Contract. In the event of Seller wishing to buy forward foreign exchange for delivery not beyond six months, Seller shall notify Buyer of such intention in writing and Buyer may in its sole discretion arrange for such forward buying for the sole account of Seller with such banks, as determined by Buyer.
若货物价格以非美元货币计价，则应按照香港上海汇丰银行在合同规定付款日的现行买入汇率，折算为美元支付，并扣除通常的银行手续费。若卖方拟在不超过六个月的期限内买入远期外汇，应将该意向书面通知买方，买方有权自行决定以其选定的银行为卖方自身账户安排该等远期买入交易。
22. Seller shall indemnify Buyer by payment in cash immediately on demand against any loss arising from any negligence or default by Seller under the Contract or these Conditions (whether or not Buyer shall terminate the Contract pursuant to such default) including, but not limited to, loss of profit on the resale of any of the Goods, penalty (including any penalty or liquidated damages assessed by or paid to any government agency of Importing Jurisdiction, including the United States Customs and Border Protection) and all costs, charges and expenses, legal and otherwise (including bank charges and confirming commission), incurred by Buyer as a result of such default.
卖方应在买方要求时，立即以现金赔偿买方因卖方在合同或本条款项下的任何疏忽或违约（无论买方是否据此终止合同）而遭受的任何损失，包括但不限于因转售货物所产生的利润损失、任何罚款（包括向进口地任何政府机构，如美国海关与边境保护局，支付或由其评定的罚金或违约金），以及买方因该等违约所产生或与之相关的一切成本、费用与开支（含银行手续费和保兑佣金）。
23. Seller acknowledges that it is aware that the Goods are intended for resale by Buyer and Seller shall be fully responsible for and shall indemnify Buyer against any claims made by a customer of Buyer in respect of the Goods resulting directly or indirectly from or in connection with the failure by Seller to comply with the requirements of the Contract and with these Conditions.
卖方确认知悉货物拟由买方转售，因此，对于买方客户直接或间接因卖方未遵守合同及本条款规定而引起的与货物有关的任何索赔，卖方应承担全部责任，并赔偿买方由此所遭受的损失。
24. Where fulfilment of Buyer's obligations under the Contract is prevented as a result of force majeure, acts of terrorism, hostilities, industrial or civil action or inability to obtain shipping space, accident, Government restrictions, devaluation or revaluation of currency or other circumstances beyond the control of Buyer, Buyer shall, upon giving notice thereof to Seller, be relieved from all obligations incurred under the Contract.
若因不可抗力、恐怖主义行为、敌对行动、工业或民事行动、无法获得舱位、事故、政府限制、货币贬值或升值或其他超出买方控制范围的情况，导致买方无法履行其在合同项下的义务，买方在通知卖方后，将被解除其在合同项下已产生的所有义务。
25. Seller will, and will procure its subcontractors and suppliers to, at all times adhere to and be in compliance with all codes of conducts, business compliance practices, and corporate social responsibility requirements set forth by Buyer (including without limitation, the Supplier Onboarding Pack, the Supplier Code of Conduct, the Confidentiality Agreement), as well as all applicable laws, rules and regulations, including without limitation, the Foreign Corrupt Practices Act of the United States and the Bribery Act of the United Kingdom (including all stipulations and governance in connection therewith), the California Supply Chain Transparency Act, the Dodd-Frank Act, China's Criminal Law and Anti-Unfair Competition Law, Japan's Unfair Competition Prevention Act, India's Prevention of Corruption Act, Malaysia's MACC Act, Singapore's Prevention of Corruption Act, Thailand's Organic Act on Anti-Corruption, Vietnam's Anti-Corruption Law, China's Labor Law and Prohibition of Child Labor Provisions, India's Bonded Labour System (Abolition) Act, Malaysia's Employment Act, Thailand's Labour Protection Act, Indonesia's Manpower Law, China's CCCMC Due Diligence Guidelines, Malaysia's DSS for 3Ts, Indonesia's Tin Export Regulation, and voluntary but widely accepted regional frameworks such as the ASEAN Declaration on the Elimination of Forced Labour and the Responsible Business Alliance Code of Conduct, any applicable sustainability and environmental standards, regulations and reporting procedures, conflict minerals laws and regulations, and all customs laws and regulations, as they may be amended from time to time.
卖方应并应促使其分包商和供应商始终遵守并符合买方规定的所有行为准则、商业合规实践与企业社会责任要求（包括但不限于《供应商入职资料包》《供应商行为准则》《保密协议》），以及所有适用的法律法规，包括但不限于：美国《反海外腐败法》、英国《反

贿赂法》（含其所有相关条款与治理规定）、加利福尼亚《供应链透明度法案》、《多德-弗兰克法案》、《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》、日本《反不正当竞争法》、印度《防止腐败法》、马来西亚《反贪污委员会法》、新加坡《防止腐败法》、泰国《反腐败组织法》、越南《反腐败法》、《中华人民共和国劳动法》、《禁止使用童工规定》、印度《债役劳动制度（废除）法》、马来西亚《雇佣法》、泰国《劳动保护法》、印度尼西亚《人力法》、《中国矿产供应链尽责管理指南》、马来西亚3T矿物《尽职调查标准》、印度尼西亚《锡出口条例》，以及诸如《东盟消除强迫劳动宣言》、《责任商业联盟行为准则》等自愿但广泛认可的区域框架、任何适用的可持续性与环境标准、法规及报告程序、冲突矿产相关法律法规，以及所有海关法律法规（上述文件均可能不时修订）。

26. Seller may not sell, assign or otherwise transfer any of its rights, title or interest in or arising from the Contract without Buyer's prior written consent, which may be withheld without reason at Buyer's sole and absolute discretion. Buyer shall be entitled, without the consent of Seller, to sell, assign, transfer, declare trust(s) and/or grant participations or security interests in all or any part of its rights, title and interest in or arising from the Contract. The Buyer may from time to time disclose to Seller certain confidential information, including but not limited to designs, samples, prototypes, trademarks, patents, copyrighted materials and other confidential and proprietary information concerning its business or the Goods (“**Confidential Information**”). Seller undertakes to keep all Confidential Information and any arrangements between Seller and Buyer strictly confidential and any Confidential Information shall only be used for purposes of performing obligations under this Contract. Seller shall further keep the Contract strictly confidential and not disclose it to any persons other than authorised personnel of Buyer.
未经买方事先书面同意，卖方不得出售、转让或以其他方式让与其在合同项下或因合同产生的任何权利、所有权或权益，买方可自行决定是否同意，且无需说明理由。买方无需征得卖方同意，即可出售、转让、让与、设立信托和/或授予参与权或担保权益于其在合同项下或因合同产生的全部或任何部分权利、所有权和权益。买方可不时向卖方披露某些保密信息，包括但不限于与其业务或货物相关的设计、样品、原型、商标、专利、版权材料及其他保密和专有信息（“保密信息”）。卖方承诺对所有保密信息及双方之间的任何安排严格保密，且任何保密信息仅可用于履行本合同项下义务。卖方还应对本合同严格保密，不得向买方授权人员以外的任何人士披露。
27. Buyer may, at any time and without notice, apply, set-off and/or transfer all or any amounts (present or future) owing or payable by Buyer to Seller in or towards payment or satisfaction of all or any amounts (present or future) owing or payable by Seller to Buyer (or to any of Buyer's related, associated or affiliated companies). If the amounts are in different currencies, Buyer may convert the relevant amount(s) at the market rate of exchange determined by Buyer for the purpose of set-off and/or application.
买方有权在任何时候无需通知，以其当前或未来应付或欠付卖方的全部或任何金额，抵销和/或转让用于支付或清偿卖方当前或未来应付或欠付买方（或买方任何关联、附属或联营公司）的全部或任何金额。若相关金额币种不同，买方可按其自行确定的市场汇率进行兑换，以便实现抵销和/或转让。
28. Failure by Buyer to enforce strict compliance with this Contract and any consents or extensions given shall not be taken to constitute a waiver of the same and shall not affect Buyer's rights in any way.
买方未要求严格履行本合同或作出任何同意或展期，不构成对其任何权利的放弃，亦不影响买方的任何权利。
29. Seller shall not, without prior written consent of the Buyer, at any time from the date of the Contract to the expiry of twelve (12) months after the last date of delivery of any Goods:
未经买方事先书面同意，卖方不得在自合同签订之日起至任何货物最后交付日期届满后十二（12）个月内的任何时间：
(a) solicit or entice away from Buyer or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Buyer in the sale and purchase of the Goods; or
招揽或诱使买方的任何员工、顾问或分包商脱离买方，或雇用（或试图雇用）任何现在或曾经作为买方员工、顾问或分包商参与货物买卖的人员；或
(b) deal with any customer of Buyer in connection with any goods competing with the Goods.
与买方任何客户，就任何与货物构成竞争关系的货品进行交易。
30. In the event of any dispute, the English text of the Contract shall prevail.
若发生任何争议，应以本合同英文文本为准。

31. (a) This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this Contract shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration, which shall be conducted in accordance with the CIETAC Arbitration Rules in effect at the time of the submission of the Notice of Arbitration. The CIETAC rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Beijing, China. The tribunal shall consist of one arbitrator. The language of the arbitration shall be Chinese. A request for urgent interlocutory relief by Buyer to a court of competent jurisdiction shall not be precluded by this arbitration clause and for this purpose, Seller expressly submits to the jurisdiction of all such courts.
- 本合同受中华人民共和国法律管辖，并据其解释。凡因本合同产生或与本合同相关的任何争议，均应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁解决；该仲裁应依据提交仲裁通知时有有效的CIETAC仲裁规则进行。CIETAC仲裁规则视为经引用而构成本条款的一部分。仲裁地应为中国北京，仲裁庭由一名仲裁员组成，仲裁语言为中文。买方有权向有管辖权的法院申请紧急临时救济，此权利不因本仲裁条款而受限；为此目的，卖方明确不可撤销地接受该等法院的管辖权。
- (b) Notwithstanding clause 31(a) above, Buyer, at its sole option, may choose to submit any such dispute, controversy or claim arising out of or relating to the Contract before the courts of any competent jurisdiction (including, without limitation, the courts of the jurisdiction in which Seller is located or incorporated). If arbitration has been initiated by Seller at the time that Buyer chooses to submit the matter to a court of competent jurisdiction, then it is agreed that such arbitration is to be discontinued, unless the court invoked by Buyer finds that Buyer has waived such right by substantially participating in the arbitration without having raised its right under this clause.
- 尽管有上述第31(a)条规定，买方可自行选择将本合同产生或与之相关的任何争议、纠纷或索赔，提交至任何有管辖权的法院（包括但不限于卖方所在地或注册地的法院）解决。若买方选择将争议提交有管辖权的法院时，卖方已启动仲裁程序，则双方同意该仲裁应予中止，除非买方所诉请的法院认定，买方已通过实质参与仲裁且未主张本条款项下权利的方式放弃了该权利。