

1. GENERAL

1) These general terms and conditions (the "Terms") apply to all purchases of INFICON Instruments (Shanghai) Co., Ltd. ("INFICON").

2) These Terms, the written purchase agreement, the service agreement or the purchase and stock keeping contract (if any, and if so, whatever its exact name), the Purchase Orders (the "Constitutive Documents of Contract") shall jointly constitute the only and entire contract on the purchase of the goods and/or services (hereinafter "Product(s)", which refers to goods and/or services purchased by INFICON from a supplier ("Supplier")) between the Parties (the "Contract") and shall supersede any previous oral or written communication, discussion or negotiation on the purchase of the Products between INFICON and the Supplier (each of INFICON and the Supplier a "Party" and together the "Parties"). The Constitutive Documents of Contract shall be interpreted and applied in accordance with the following precedence: (1) the written purchase agreement, the service agreement or the purchase and stock keeping contract (if any, and if so, whatever its name is, hereinafter "Agreement"); (2) the Purchase Order; (3) the Terms

3) INFICON does not recognize any terms and conditions of the Supplier that contradict or deviate from these Terms. Any reservation proposed by the Supplier to any provision of the Terms shall be invalid, unless such deviation is explicitly approved by INFICON in writing. Any terms and conditions of the Supplier will be replaced by the Terms.

4) Any alteration or amendment to the Terms shall be made in written form and duly signed, respectively duly stamped with the company chop by both Parties.

5) Provided that INFICON has delivered the text or accessible link of this Terms to the Supplier by any means (including but not limited to email or courier, in person or otherwise), under any of the following circumstances, it shall be deemed that the Supplier has unconditionally accepted the Terms and the Terms will be continuously legally binding on the Supplier: a) the Supplier confirms a Purchase Order or the written purchase agreement, the service agreement or the purchase and stock keeping contract by signing or stamping in writing or in electronic or other forms; b) the Supplier has actually performed a Purchase Order or prepared for the performance; c) the Supplier has accepted the payment from INFICON for the Products; d) the Supplier takes other actions or otherwise gives expression showing its acceptance of the Terms.

2. PURCHASE PROCESS

1) After a respective inquiry by INFICON to Supplier, Supplier shall send a written quotation ("Quotation") to INFICON, which shall contain the specifics of the Products (including drawings and specifications, based on INFICON's inquiry), the requirements for the Products (based on INFICON's inquiry), the prices for the Products and other contents as requested by INFICON in its inquiry. The sending out of the Quotation shall not constitute an offer by Supplier. In case INFICON wants to order the Products from Supplier according to the Quotation, INFICON shall send a purchase order ("Purchase Order") to Supplier per email or fax, which shall stipulate the applicability of and a link to these Terms. Supplier shall respond within three working days after it receives such a Purchase Order, either confirming the Purchase Order or to reject it. If the Supplier confirms the Purchase Order, the Purchase Order shall be stamped by Supplier with its company chop and sent to INFICON by Supplier. Notwithstanding the foregoing, under any of the following circumstances, it shall be deemed that the Supplier has confirmed the Purchase Order and agreed to be bound thereby: a) the Supplier has actually performed the Purchase Order or prepared for the performance; b) the Supplier has received the payment from INFICON for the Products; or c) the Supplier has taken other actions or otherwise given expression showing its confirmation of the Purchase Order; (d) the Supplier has not explicitly rejected the Purchase Order in writing within 3 working days after its receipt of the Purchase Order. Within the same three working days, Suppliers must propose any deviations from deadlines and/or quantities, if any, in which case INFICON may accept or refuse the proposal within 10 working days. In case no acceptance or refusal is received by Supplier within the deadline mentioned, the deviation and with it the Purchase Order shall be deemed accepted.

2) The Products number and name, details, quantities, unit price, combined price for all ordered Products together ("Combined Price"), and the entry date of Products into the warehouse ("Entry Date": the date when the Products must be delivered to INFICON) shall be stipulated in each Purchase Order. Unless otherwise provided in the Purchase Order, all prices as stated therein shall be VAT-excluded.

3) If a) INFICON wants to order other Products which haven't been mentioned in the Quotation; or b) INFICON wants to order Products which have been included in the Quotation, but INFICON has additional requirements which lead to considerable additional work/material/technic, and these may reasonably result in an increase of the purchase price, under any of these circumstances, INFICON shall provide specifics of the Products (including drawings and specifications), the Products requirements to Supplier, and Supplier shall provide

a Quotation to INFICON accordingly. After the Parties reach a consensus about the price, and INFICON still wants to order the Products, INFICON shall send a Purchase Order in the agreed price to Supplier. The process above shall be subject to the provisions under this Section.

3. GENERAL BUSINESS PRACTICE OF SUPPLIER

1) Supplier shall always act according to the highest ethical standards, in accordance with all applicable laws (including environmental, and safety laws). It shall apply first-class standards of customer care and business practices under all circumstances, which include but are not limited to the communication with INFICON, order fulfillments, after-sale services, non-conformities and shortcomings resolving. All communications, order fulfillments and after-sale services have to be strictly performed within the time limits as stipulated in the Terms, in purchase agreement or purchase and stock keeping contract (if any), in Purchase Orders or in other instructions of INFICON.

2) INFICON does not allow or condone any child labor and requires that all individuals providing services or performing any work shall be 16 years of age or older. Suppliers shall not recruit or employ minors under the age of 16. The recruitment and employment of persons who are at least 16 but under 18 years old by Supplier shall comply with relevant applicable laws. Supplier shall perform reasonable identity verification and fraud precautions.

4. MANUFACTURING

1) Supplier shall always apply the highest standards of diligence, care, professional knowledge, and skill. It shall also endeavor to always work according to international industry's standards. In particular, Supplier shall undertake the obligations to strictly observe all the rules of manufacturing, in order to assure that the Products are manufactured and supplied in accordance with necessary and required international and domestic standards, including but not limited to the *Restriction of Hazardous Substances ("RoHS")*, *Waste Electrical and Electronic Equipment Directive ("WEEE")*, *Regulation concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH")*, and *Conflict Minerals Regulation (Regulation (EU) 2017/821)* in EU, and Administrative Measures for the Restricted Use of Hazardous Substances in Electrical and Electronic Products in China.

2) Supplier undertakes to implement and apply all measures, standards, quality, techniques, safety and technical requirements, to make the manufactured Products be fully compliant with all applicable local and national requirements of the location where INFICON has its respective factory location as also where INFICON intends to sell, use or install the Products. Supplier is solely responsible for the quality of the manufactured Products.

3) Supplier is required to inform INFICON in writing about the appointment of sub-manufacturers and/or sub-suppliers for parts or materials required for the manufacturing of the Products before the products of such sub-manufacturers and/or sub-suppliers are used within the Products. Also, Supplier shall obtain a respective prior written consent of INFICON. If INFICON does not grant such consent, INFICON has then the right to cancel Purchase Orders already placed with Supplier. In case INFICON grants such consent, Supplier shall ensure that its sub-suppliers and sub-manufacturers are bound by the same obligations as those of Supplier under the Contract. Supplier shall be responsible for all issues of the sub-suppliers and the sub-manufacturers.

5. PACKAGING AND DELIVERY

1) If not agreed between the Parties differently before the first Purchase Order, Supplier shall pack each Product properly according to the industry standards. Supplier shall be liable for any expenses incurred due to the improper packaging of each Product.

2) In addition to the above, Supplier shall also enclose below documents in each package for delivery:

a) Delivery Note: Indicating the order number and Products' list, 1 original.

b) Technical documentation and/or operating manual, 1 original each, if agreed.

3) Supplier shall be responsible for the delivery of the Products to INFICON at the places nominated by INFICON per each Purchase Order. In particular, any cost and risk arise from or in connection with the delivery shall be borne by Supplier. Partial shipment is not allowed, unless approved by INFICON in writing before delivery. Unless otherwise agreed between the Parties in writing, the applicable delivery term shall be DAP (INCOTERMS 2020).

6. ACCEPTANCE AND REJECTION

1) Within 30 working days after the Products have been received by INFICON ("Acceptance/Rejection Period"), INFICON shall check the quality (limited to external apparent

appearance, INFICON is not in a position to and will not execute a technical incoming inspection) and quantity of the Products. In case of any discrepancy with respect to the quantity, quality and the Products' requirements, a) in case of goods, INFICON shall be entitled to request Supplier to (i) take back the defective goods and fully refund the respective purchase price to INFICON (if paid), or (ii) to request an exchange of the defective goods with impeccable goods, or (iii) in case of missing goods, to replenish these goods ("Replenish of Goods"); b) in case of services, INFICON shall be entitled to request Supplier to (i) refund the respective purchase price to INFICON (if paid), or (ii) provide the services again, or (iii) correct the non-compliance services. Clause 6.1). a). (i) and Clause 6.1). b). (i) above are collectively referred to as "Return of Products". 6.1). a). (ii) and 6.1). b). (ii) above are collectively referred to as "Exchange of Products".

2) In case of a Return of Products, Supplier shall fully reimburse INFICON the respective purchase price (if paid) within 7 working days after it received the respective request of INFICON. Any of the claims shall be regarded as accepted if Supplier fails to reply and solve the situation within 7 working days after receipt of INFICON's claim. Supplier shall bear all of the delivery fees, transportation fees which occurred as a result of the issues mentioned in this clause.

3) Acceptance of Products shall not constitute a waiver of any rights or remedies available to INFICON as a result of any breach of this Contract by the Supplier.

7. TERMS OF PAYMENT

1) The Parties shall determine the purchase price amount and payment due date of each Purchase Order by any of the following situations:

a) If the Purchase Order requires INFICON to execute a prepayment, the Supplier shall deliver a VAT invoice for the agreed prepayment amount, with the order number stated on the invoice, by courier (in the case of paper invoices) or by e-mail (in the case of electronic invoices) to INFICON, and if there is an agreed balance payment, if INFICON accepts all the ordered Products without any objection during the Acceptance/Rejection Period, the Supplier shall deliver a VAT invoice for the balance payment, with the order number on the invoice, to INFICON after the Acceptance/Rejection Period, by courier (in the case of paper invoices) or by e-mail (in the case of electronic invoices). If the Purchase Order does not provide for prepayment and if INFICON accepts all the ordered Products without any objection during the Acceptance/Rejection Period, Supplier shall deliver a VAT invoice for the Combined Price, and which stipulates also the order No. to INFICON per courier (in the case of paper invoices) or by e-mail (in the case of electronic invoices) after the Acceptance/Rejection Period. INFICON shall pay the purchase price (purchase price includes VAT) mentioned in the VAT invoice within 30 days following the receipt of the VAT invoice.

b) If INFICON requests Supplier to Exchange of Products or to Replenish of Goods, under the condition that the Supplier's supplemented / exchanged Products have been accepted by INFICON, Supplier shall deliver a VAT invoice for the respective price has not been paid by INFICON, and which stipulates also the order No. to INFICON per courier (in the case of paper invoices) or by e-mail (in the case of electronic invoices). INFICON shall pay the purchase price (purchase price includes VAT) mentioned in the VAT invoice within 30 days following the receipt of the VAT invoice.

c) If INFICON rejects any Product of a Purchase Order during the Acceptance/Rejection Period, it will provide a revised Purchase Order to INFICON, which contains the revised amount due to the rejection. If the Supplier doesn't raise any objection against the revised Purchase Order within 15 working days after its receipt of said revised Purchase Order and no payment has been made by INFICON, Supplier shall send an updated VAT invoice for the amount listed in the revised Purchase Order and order No. to INFICON per courier (in the case of paper invoices) or by e-mail (in the case of electronic invoices). Thereafter, INFICON shall pay the purchase price (purchase price includes VAT) mentioned in said VAT invoice within 30 days from the receipt of such invoice.

8. QUALITY GUARANTEE AND AFTER SALE SERVICE

1) Supplier ensures that all Products satisfy the requirements of INFICON (including but not limited any specifications, drawings, samples, or other descriptions provided by or confirmed by Intended purpose of the Products as requested by INFICON, etc.) and is required that all product features are checked before delivery. The inspections carried out by the Supplier (at least the final inspection) must be reported to INFICON in an inspection report, which must be archived. Supplier explicitly, but not exclusively, guarantees, that the Products will properly operate, satisfactorily perform, and be maintained for a period of three years ("Quality Guarantee Period"), starting from the date on which each Product is received by INFICON at the site designated by INFICON per each Purchase Order. During this Quality Guarantee Period, in case of any defect of any Product (or all the Products), INFICON may at its free discretion request the Supplier to provide either of the following services free of charge:

a) In case of goods, replace the defective good(s) with a

corresponding new good(s) for INFICON within a reasonable time requested by INFICON after its receipt of a replacement request from INFICON; In case of services, provide the services again for INFICON within a reasonable time requested by INFICON after its receipt of a corresponding request from INFICON;

b) In case of goods, repair the defective good(s) within a reasonable time requested by INFICON after its receipt of a maintenance/repair request from INFICON; In case of services, correct the non-compliance services within a reasonable time requested by INFICON after its receipt of a corresponding request from INFICON;

c) In case of goods, take back the good(s) and refund INFICON the respective purchase price within a reasonable time requested by INFICON after its receipt of a respective request from INFICON; In case of services, refund INFICON the respective purchase price within a reasonable time requested by INFICON after its receipt of a respective request from INFICON.

2) Where the other Products or all of the Products have the possibility of being affected by the defective Products, INFICON is also entitled to request a return of all these Products.

3) Supplier shall bear all of the delivery fees, transportation fees, claims, liabilities, actions, damages, losses, costs and/or expenses (including but not limited to attorneys fees, litigation fees, arbitration fees, notary fees and other relevant fees for seeking remedies) that occurred as a result of the Products' quality problems.

9. CONFIDENTIALITY

1) The Parties undertake to maintain confidentiality regarding all data (hereinafter referred to as "Confidential Information") that they exchange during the whole process of the purchase (including but not limited to the negotiations before the purchase and etc.), including data obtained by each of them during the implementation of the purchase, even if the Confidential Information has not been expressly designated as private or confidential. Information that shall be considered as private or confidential includes, in particular but not limited to, Quotations, Purchase Orders, drawings, price and market information and etc. This provision does not apply if Confidential Information is common knowledge or accessible to the public, or if such information has, in a legally permissible manner or through no fault of the party under obligation, been disclosed to the public or if the information is disclosed based on a legal obligation of a Party.

2) The Parties shall use Confidential Information only for purposes relating to the proper execution and fulfillment of the purchase and shall take appropriate measures to adequately protect Confidential Information.

3) Upon the fully performance of, rescission of or invalidity of the Contract, Supplier shall return or destroy INFICON's data or Confidential Information in the possession or custody of Supplier according to the requirements of INFICON.

4) If Supplier breaches any obligation under this Section 9, INFICON is entitled to request Supplier to either bear liquidated damages amounting to RMB 100,000 for each breach of the obligation individually or to compensate INFICON the actual damages suffered (whichever is higher).

5) Supplier may sign a separate non-disclosure agreement ("NDA") with INFICON. In case of any discrepancies between the Terms and the NDA, the NDA shall prevail.

10. INTELLECTUAL PROPERTY RIGHT

1) Supplier warrants that none of the Products violates any patents or other intellectual property rights of any third parties. If any Product sold by Supplier to INFICON infringes any existing patent or other intellectual property rights of a third party, Supplier shall resolve the problem per any of the following methods:

a) Modify, at Supplier's expense, the Product in such a way acceptable to INFICON to make it non-infringing.

b) Replace, at Supplier's expense, the infringing Product with non-infringing product acceptable to INFICON.

c) Refund to INFICON the purchase price of the Product.

2) In case INFICON discloses any trademark and know-how to Supplier, or authorize Supplier to use them in the production of the ordered Products, Supplier acknowledges that any and all of the trademarks/know-how, used or embodied in the Products and any parts thereof, or in connection with the performance of the Contract, are and shall remain the sole property of the INFICON. In the event that new know-how evolves or is generated or arises in the performance of or as a result of the Contract, Supplier acknowledges that this know-how shall belong to the INFICON unless otherwise agreed in writing by the Parties. No trademarks nor know-how shall be transferred to the Supplier. The Supplier warrants that it shall not acquire any right, title, license or interest whatsoever in or to the Intellectual Property and/or know-how of INFICON.

Supplier warrants that it will not violate or try to violate any intellectual property rights and/or know-how of INFICON.

3) Supplier shall fully indemnify INFICON against any losses, costs and/or expenses that are occurred to INFICON, should these be due to the breach of Section 10 conducted by Supplier, its employees, sub-manufacturers, sub-suppliers or agents.

11. HOLD HARMLESS

Supplier shall fully indemnify INFICON against any claims, liabilities, actions, damages, losses, expenses, including also, but not limited to attorneys fees, litigation fees, arbitration fees, notary fees and other relevant fees for seeking remedies, and/or costs ("Liabilities") that are occurred to INFICON, if these Liabilities sustained by INFICON are a result of negligence or breach by Supplier, its employees, sub-manufacturers, sub-suppliers or agents. The Liabilities include product liability, IP infringement liability and the other liabilities.

12. TERMINATION

1) The Contract or any document under the Contract can be terminated at any time according to the following (kindly note that the Parties should not be exempted from any obligations arising prior to the termination of the Contract or any document under the Contract; in addition, Sections 8, 9, 10, 11, 15, 16, 17 shall survive the termination of the Contract or any document under the Contract):

a) The Parties mutually agree in writing to terminate the Contract or any document under the Contract.

b) If either Party declares bankruptcy, or initiates voluntary or compulsory liquidation, or a third party legally takes over a Party's company ownership.

c) the following situation, INFICON is entitled to request Supplier to correct its acts by delivering a written warning. If after 15 working days following Supplier's receipt of such written warning, the situation remains unchanged, INFICON is entitled to terminate the Contract or any document under the Contract without paying any compensation, and require Supplier to bear the responsibilities for a breach of contract. The termination of the Contract or any document under the Contract is effective upon the receipt of the termination notice by Supplier: 1) Supplier definitely expresses or its conducts show that it would not perform the rights and obligations agreed in the Contract, and this leads to INFICON's failure to achieve the contractual purpose; 2) Supplier fundamentally breaches the Contract without justified reasons, which includes the fundamental breach of Sections 4,5,6,8.

d) Supplier's violation of any obligation stipulated in Section 9 and Section 10 shall entitle INFICON to immediately terminate the Contract or any document under the Contract without paying any compensation. In such a cases, the Contract or any document under the Contract is terminated after Supplier's receipt of the termination notice.

13. LIABILITIES

1) Unless otherwise agreed in the Contract, if Supplier does not perform any obligation under the Contract or does not perform any obligation in accordance with provisions of the Contract, INFICON is entitled to request Supplier to continue to perform, take remedial actions, indemnify INFICON for all the direct and indirect losses incurred thereby (including but not limited to losses arising from the suspension of production line, losses of profits and other acquirable interests, losses arising from a third party's claim, fees for seeking and/or engaging a third party for vicarious performance, fees arising from the investigation and auditing by itself or by a third party it engaged, losses arising from a claim due to the infringement upon a third party's intellectual property rights by the Products, attorneys fees, litigation fees, arbitration fees, notary fees and other relevant fees for seeking remedies) and to bear other liability for breach.

2) The time for the performance of the Contract is of vital importance. If Supplier cannot perform any obligation during the period or time schedule as agreed in the Contract, or in the event that the Contract does not specify a period or a time schedule, if Supplier does not perform any obligation within a period as designated by INFICON, for each week of delay, Supplier shall pay the liquidated damages to INFICON, the amount of which shall not be less than 1% of the purchase price. If the liquidated damages are not sufficient to recover INFICON's losses, the Supplier shall continue to indemnify INFICON; simultaneously from the date of delay, INFICON is entitled to cancel or change the Purchase Orders at any time, and it is not obligated to indemnify Supplier any loss incurred thereby and is not obligated to bear any liability for breach.

3) Supplier shall, at its sole cost, maintain work-related injury insurance for its employees and other legally required insurance in accordance with applicable laws.

4) Under no circumstance shall INFICON have any obligation to bear any liability for any loss of profit, loss of anticipated savings, loss of revenue, loss of business, depletion of goodwill, loss of data, loss of use or any other indirect or consequential loss or damages, regardless of whether such loss or damage

could have been reasonably foreseen.

5) The total liability of INFICON to Supplier arising out of, or in relation to, the Contract, shall be limited to the purchase price under the respective Purchase Order.

14. FORCE MAJEURE

1) "Force Majeure" means objective circumstances which are unforeseeable, unavoidable, and insurmountable. Where a Party is unable to perform the Contract due to Force Majeure, it shall be exempted from liability in whole or in part according to the impact of the Force Majeure, unless otherwise provided by law. The Party unable to perform the Contract due to Force Majeure shall promptly notify the other Party to mitigate the losses that may be caused to the other Party, and shall provide proof of the Force Majeure within a reasonable period of time.

2) If the Supplier delays its performance for more than three months due to Force Majeure, INFICON may terminate the Contract or any document of the Contract by giving the Supplier a written notice. Termination will become effective upon receipt of such notice by the Supplier. In case of a termination as mentioned above, INFICON's liability shall be limited to payment of any undisputed balance due for conforming Products delivered by the Supplier before its receipt of INFICON's termination notice.

15. GENERAL PROVISIONS

1) If any term or provision of the Contract becomes invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of the Contract shall nevertheless remain in full force and effect for, so long as the economic or legal substance of the cooperation contemplated by the Contract is not affected in any manner materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify the Contract so as to affect the original intent of the Parties as closely as possible in an acceptable manner, in order that the cooperation contemplated by the Contract are consummated as originally contemplated to the greatest extent possible.

2) Any failure or delay by a Party in exercising any right under the Contract, the exercise or partial exercise of any right under the Contract, or any reaction or absence of reaction by a Party in the event of breach by the other Party of one or more provisions of the Contract shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under the Contract or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

3) If there has been an express written waiver by one Party following a specific failure by the other Party, this waiver cannot be invoked by the other Party in favor of either a new failure, similar to the prior one, or a failure of another nature.

4) Supplier shall not assign or subcontract its rights or obligations under this Contract without the prior written consent of INFICON.

16. LANGUAGE

This Terms is written in both Chinese and English. Both language versions shall be equally authentic. In case of discrepancies, the English version shall prevail.

17. GOVERNING LAW AND DISPUTE RESOLUTION

1) The conclusion, validity, interpretation, execution and settlement of disputes in respect of the Contract shall be governed by the relevant laws of the People's Republic of China. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

2) Any dispute arising from or in connection with the Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration. The number of arbitrators shall be three. The seat of the arbitration shall be Shanghai. The language to be used in the arbitral proceedings shall be English.

1. 概述

1) 本通用条款和条件（“**条款**”）适用于英福康（上海）真空仪器有限公司的所有采购行为（“**英福康**”）。

2) 本条款、书面采购协议、服务协议或购货及备货合同（如有，无论其具体名称是什么）、采购订单（“**合同组成文件**”）共同构成双方之间关于货物和/或服务（以下简称“**产品**”，指英福康从供应商（“**供应商**”）采购的货物和/或服务）采购的唯一和全部合同（“**合同**”），并取代英福康和供应商（英福康和供应商各称“**一方**”，合称“**双方**”）之间关于产品采购先前的任何口头或书面沟通、讨论或协商。合同组成文件应按照以下优先顺序进行解释和适用：(1) 书面采购协议、服务协议或购货及备货合同（如有，无论其具体名称是什么，“**协议**”）；(2) 采购订单；(3) 本条款。

3) 英福康不承认任何与本条款相抵触或背离的供应商的条款和条件。供应商对本条款的任何规定提出的任何保留都是无效的，除非得到英福康的明确书面同意。供应商的任何条款和条件均将被本条款所取代。

4) 对本条款的任何更改或修正应以书面形式进行，并由双方签字，并分别加盖公司印章。

5) 在英福康已将条款的文本或可访问的链接通过任何方式（包括但不限于电子邮件、快递、当面或其他）送达供应商的前提下，以下任一行为将视为供应商无条件接受本条款并对其持续具有法律约束力：a) 供应商书面签字或盖章或通过电子等其他形式确认了采购订单或书面采购协议、服务协议或购货及备货合同；b) 供应商已实际履行采购订单或已为履行进行准备；c) 供应商已接受英福康就产品所支付的款项；d) 供应商表示其接受本条款的其他行为或表示。

2. 采购流程

1) 在英福康向供应商进行相关询价后，供应商应向英福康发送一份书面报价单（“**报价单**”），应当包含产品的具体情况（包括图纸和规格，基于英福康的询价）、产品要求（基于英福康的询价）、产品价格及英福康在询价中要求的其他内容。发送该报价单不构成供应商的要约。如英福康欲根据报价单订购供应商的产品，英福康应以电子邮件或传真的方式向供应商发送一份采购订单（“**采购订单**”），其中应规定本条款的适用性以及包含本条款的链接。供应商应在收到该份采购订单的三个工作日内回复（不论是确认采购订单，还是拒绝采购订单均同回复）。若供应商确认采购订单，应当在采购订单上加盖其公章并发送给英福康。尽管有前述规定，若存在以下任一情形，均应视为供应商确认采购订单并同意受之约束：a) 供应商已实际履行采购订单或已为履行进行准备；b) 供应商已接受英福康就产品所支付的款项；c) 供应商表示其确认采购订单的其他行为或表示；d) 供应商在收到采购订单的三个工作日内未书面明确表示拒绝该采购订单。在上述三个工作日内，供应商应提出任何就截止期限和/或数量的不同要求（如有），英福康在此情况下可在十个工作日内选择接受或拒绝该要求。如果供应商在上述期限内未收到英福康的接受或拒绝，该要求及带有该要求的采购订单视为被接受。

2) 产品编号及名称、细节、数量、单价、所有订购产品的合并价格（“**合并价格**”）和入库日期（“**入库日期**”：交付产品日期）应在每一份采购订单中规定。除非采购订单中另有规定，采购订单中载明的所有价格为不含增值税价格。

3) 如 a) 英福康想订购其它未在报价单中提及的产品；b) 英福康想订购已列入报价单的产品，但英福康有额外的要求，将导致大量额外的工作/材料/技术，而这些会合理地导致货款的增加。在上述任一情况下，英福康应向供应商提供产品的具体情况（包括图纸和规格）、产品要求，供应商应相应地向英福康提供报价。在双方就价格达成合意后，英福康仍想订购产品的，英福康应向供应商发送一份依照合意价格下单的采购订单。上述流程应按照本节规定进行。

3. 供应商的一般业务实践

1) 供应商应始终按照最高的道德标准，遵守所有适用的法律（包括环境、安全法）行事。在所有情况下，均应适用一流的客户服务标准、商业惯例，包括但不限于与英福康的沟通、订单履行、售后服务、不合格及短缺的解决等。所有的沟通、订单履行和售后服务必须在条款、采购协议或购货及备货合同（如有）、采购订单或者英福康的其他要求中规定的期限内严格执行。

2) 英福康不允许或纵容使用童工，并要求所有提供服务或从事任何工作的个人必须年满 16 周岁。供应商不得雇用 16 岁以下的未成年人。供应商雇用满 16 岁但未满 18 岁的人员应遵守相关适用法律。供应商应执行合理的身份验证和欺诈预防措施。

4. 制造

1) 供应商应始终适用最高标准的勤勉、细心、专业知识及技能。还应努力始终按照国际的行业标准工作。特别是，供应商应承担严格遵守所有制造规则的义务，以保证制造及供应符合必要及所要求的国际和国内标准的产品，标准包括但不限于欧

盟的限制有害物质(“RoHS”)、废旧电器和电子设备指令(“WEEE”)、关于化学品的注册、评估、授权和限制的规定(“REACH”)、冲突矿产法规(欧盟 2017/821 规定)以及中国的电器电子产品有害物质限制使用管理办法。

2) 供应商承担实施和应用所有措施、标准、质量、技术、安全和技术性要求，使所生产的产品完全符合在英福康拥有相应工厂地点以及英福康意欲销售产品、使用或安装地点的所有适用的地方和国家要求。供应商单独负责所制造的产品质量。

3) 供应商应就制造产品所需要的部件或材料委托分制造商和/或分供应商，在产品内使用该等分制造商和/或分供应商的货物之前，书面通知英福康并取得英福康的事先书面同意。若英福康不同意，英福康有权取消已经向供应商所下的采购订单。若英福康同意，供应商应保证其分制造商以及分制造商承担与供应商在合同项下的同样的义务。供应商应对分供应商以及分制造商的所有问题负责。

5. 包装和交付

1) 如果双方在第一份采购订单前无不同约定，供应商应按行业标准妥善包装产品。供应商应承担因各产品包装不当而产生的费用。

2) 除上述外，供应商在交付时还应在每个包裹内附下列文件：

a) 交货单：注明订单号和产品的清单，原件 1 份

b) 技术文件和/或使用说明书，原件各 1 份（如有约定）。

3) 供应商应负责在于英福康在每个采购订单上指定的地点，将产品交付至英福康。特别是任何因交付而产生或与交付相关的费用和风险应由供应商承担。除非英福康在交付前书面批准，不允许分批装运。除非双方另有书面约定，则适用的贸易术语应为 DAP（国际贸易术语解释通则 2020）。

6. 验收与拒收

1) 在英福康收到产品后的 30 个工作日内（“**验收/拒收期间**”），英福康应检查产品的质量（限于外部明显外观，英福康不可能也不会进行技术进场检验）和数量。如在数量、质量与产品要求方面有任何不一致时，a) 如果是货物，英福康有权要求供应商(i) 收回有缺陷的货物并全额退还相应的货款（如已支付），(ii) 或以无瑕疵的货物更换有缺陷的货物，(iii)或在货物短少的情况下补足这些货物（“**补货**”）；b) 如果是服务，英福康有权要求供应商(i) 退还相应的货款（如已支付）；或(ii) 重新提供服务，或(iii)纠正不符合要求的服务。上述 6.1.) a). (i) 条以及 6.1.) b). (i) 条统称为“**退货**”，6.1.) a). (ii) 条以及 6.1.) b). (ii) 条统称为“**换货**”。

2) 在退货的情况下，供应商应在收到英福康相应要求后的 7 个工作日内，向英福康全额退还相应货款（如已支付）。如供应商未能在收到英福康上述任一主张后的 7 个工作日内进行回复并解决该情况，任何的主张应视为已被接受。供应商应承担因本条款所述情况产生的所有运费、交通费。

3) 产品验收合格并不意味着英福康放弃因供应商违反本合同而应享有的任何权利或补救措施。

7. 支付条款

1) 双方应通过以下任一情况来确定每份采购订单的货款金额和付款到期日：

a) 若采购订单要求英福康预付款项，供应商应交付就约定的预付款金额开具的增值税发票，并在发票上载明订单编号，以快递方式（若为纸质发票）或电子邮件方式（若为电子发票）送达至英福康，若存在约定尾款，如在验收/拒收期间所有订购的产品经英福康验收合格，且无任何异议，供应商应交付就尾款金额开具的增值税发票，并在发票上载明订单编号，于验收/拒收期之后以快递方式（若为纸质发票）或电子邮件方式（若为电子发票）送达至英福康。若采购订单未约定预付款项，如在验收/拒收期间所有订购的产品经英福康验收合格，且无任何异议，供应商应交付就合并价格开具的增值税发票，并在发票上载明订单编号，于验收/拒收期之后以快递方式（若为纸质发票）或电子邮件方式（若为电子发票）送达至英福康。英福康应在收到该增值税发票后的 30 日内支付增值税发票所载的货款（含增值税）。

b) 如英福康要求供应商换货或补货，在供应商补充或更换的产品已被英福康验收合格的情况下，供应商应交付就英福康未支付的相应价款开具的增值税发票，并在发票上载明订单编号，以快递方式（若为纸质发票）或电子邮件方式（若为电子发票）送达至英福康。英福康应在收到该增值税发票后的 30 日内支付增值税发票所载的货款（含增值税）。

c) 如英福康在验收/拒收期间，拒绝采购订单上任何产品，其将会向供应商提供一份变更的采购订单，其中列明由于拒收而变更的货款金额。如供应商在收到上述变更后的采购订单后的 15 个工作日内未对其提出任何异议，且英福康尚未支付任何货款，供应商应以快递方式（若为纸质发票）或电子邮件方式

（若为电子发票）向英福康发送一份就变更后的采购订单列明的金额的增值税发票，并在发票上注明订单编号。此后，英福康应于收到增值税发票之日起的 30 日内支付该发票中所载的货款（含增值税）。

8. 质量保证和售后服务

1) 供应商保证所有的产品符合英福康的要求（包括但不限于英福康提供或确认的任何规格、图纸、样品或其他说明，英福康要求的产品预期用途等），且应在交付前检查确认所有产品特性。供应商进行的检验（至少是最终检验）必须以检验报告的形式报告英福康，该报告应存档。供货商明确地，但不排他地保证产品正常作业、令人满意地运行，以及自英福康在每份采购订单指定的地点收到每一件产品之日起的三年期间（“**质保期**”）维持该状态。在质保期内，如任何产品（或所有产品）出现任何缺陷，英福康可自行决定要求供应商免费提供以下任一服务：

a) 如果是货物，在收到英福康的更换要求后的英福康要求的合理时间内，为英福康将有缺陷的货物更换新的符合要求的货物；如果是服务，在收到英福康的相应要求后的英福康要求的合理时间内，为英福康重新提供服务；

b) 如果是货物，在收到英福康的维护/维修要求后的英福康要求的合理时间内，修理有缺陷的货物；如果是服务，在收到英福康的相应要求后的英福康要求的合理时间内，纠正不符合要求的服务；

c) 如果是货物，在收到英福康的相应要求后的英福康要求的合理时间内，收回有缺陷的货物并向英福康退回相应的货款；如果是服务，在收到英福康的相应要求后的英福康要求的合理时间内，向英福康退回相应的货款。

2) 如其他产品或所有产品有可能受到缺陷产品的影响，英福康也有权要求退回所有这些产品。

3) 供应商应承担由于产品质量问题而产生的所有运费、交通费、索赔、责任、诉讼、损害、损失、成本和/或费用（包括但不限于因寻求救济而发生的律师费、诉讼费、仲裁费、公证费及其他相关费用）。

9. 保密性

1) 双方承诺对在整个采购过程中（包括但不限于采购前的谈判等）交流的所有数据（以下简称“**保密信息**”）进行保密，即使他们各自在采购过程中获得的数据，即使该保密信息没有被明确指定为隐私或机密。应被视为隐私或机密的信息包括但不限于报价、采购订单、图纸、价格和市场价格信息等。如果保密信息为公众所熟知或可获取，或该信息已以法律允许的方式或由于非义务方的过错向公众披露，或该信息的披露是基于一方的法律义务，则本规定不适用。

2) 双方应仅将保密信息用于合理执行和完成采购，并应采取适当措施充分保护保密信息。

3) 在合同已完全履行、解除或无效后，供应商应根据英福康的要求归还或销毁供应商拥有或保管的英福康的数据或保密信息。

4) 如果供应商违反本条款第 9 节规定的任何义务，英福康有权要求供应商就每次违反义务单独承担 10 万元人民币的违约金或赔偿英福康遭受的实际损失（以较高者为准）。

5) 供应商可以与英福康签署单独的保密协议（“**保密协议**”）。如果本条款的规定与保密协议存在任何差异，应以保密协议为准。

10. 知识产权

1) 供应商保证所有产品不侵犯任何第三方的专利权或其他知识产权。如出现供应商向英福康出售的任何产品侵犯第三方的任何存在的专利权或其他知识产权的情况，供应商应按下列任一方式解决问题：

a) 修改产品以达到不存在侵权行为的状态，且被英福康接受，并自行承担相关费用。

b) 以不侵权产品更换侵权产品，且被英福康接受，并自行承担相关费用。

c) 向英福康退还产品的货款。

2) 如英福康将任何商标或专门知识告知供应商，或授权供应商将其用于生产订购产品，供应商承认，用于、嵌入供应商的产品及其任何部件或与合同履行相关的任何或全部商标及专门知识，都归英福康单独所有。如在合同的履行过程中或作为合同的结果，发展、产生或出现新的专门知识，除非双方另行书面约定，供应商承认该专门知识的知识产权归英福康所有。商标或专门知识并不转让给供应商。供应商保证其不会就英福康的知识产权和/或专门知识主张任何权利、所有权、许可或利益等。供应商保证其不会侵犯或尝试侵犯英福康任何知识产权和/或专

有知识。

3) 供应商应全额赔偿因其自身、其员工、分制造商、分供应商或代理违反第 10 节而导致英福康所遭受的任何损失、成本和/或费用。

11. 免承担责任

如英福康承受的责任是由于供应商、其员工、分生产商、分供应商或代理商的过失或违约而导致，供应商应全额赔偿英福康所遭受的任何索赔、责任、诉求、损害、损失、费用（包括但不限于律师费、诉讼费、仲裁费、公证费及其他因寻求救济而发生的费用）和/或成本（“**责任**”）。这些责任包括产品责任，知识产权侵权责任及其他责任。

12. 合同解除

1) 合同或合同中的任一文件可以随时根据以下方式解除（请注意，双方不应免除在合同或合同任一文件解除前产生的任何义务；此外，第 8, 9, 10, 11, 15, 16, 17 节在合同或合同任一文件解除后继续有效。）：

a) 双方相互书面同意解除合同或合同任一文件。

b) 如果一方宣告破产，或开始自愿或强制性清算，或第三方合法得受让了一方的公司所有权。

c) 在下列情况下，英福康有权以书面警告的方式请求供应商纠正其行为。如在供应商收到上述书面警告后的 15 个工作日内，情况并未被改变，英福康有权解除合同或合同任一文件，无须支付任何赔偿，并要求供应商承担违约责任。合同或合同任一文件的解除在供应商收到解除通知后生效；1) 供应商明确表示或其行为表明不履行合同约定权利和义务，导致英福康不能达成合同目的；2) 供应商无正当理由由实质性违反合同的，包括对第 4、5、6、8 节的根本违约。

d) 供应商违反第 9 节和第 10 节中规定的任何义务，英福康则有权立即解除合同或合同任一文件，无须支付任何补偿。在此情况下，合同或合同任一文件于供应商收到解除通知后解除。

13. 责任

1) 除非合同另有约定，如供应商不履行合同项下的任何义务或者履行义务不符合合同约定的，英福康有权要求供应商继续履行、采取补救措施、赔偿英福康因此发生的全部直接和间接损失（包括但不限于生产线中断的损失，利润损失等可得利益损失，被第三方索赔而产生的损失，寻找和/或聘请第三方替代履行的费用，自行或聘请第三方进行调查和审计而产生的费用，因产品侵犯第三方知识产权被索赔而产生的损失，因寻求救济而发生的律师费、诉讼费、仲裁费、公证费及其他相关费用）并承担其他违约责任。

2) 合同履行的时间至关重要。如供应商未能在合同约定的期限或时间计划内履行任何义务的，或者在合同未约定期限或时间计划的情况下，如供应商未能在英福康指定的期限内履行任何义务的，每逾期 1 周供应商应当向英福康支付不低于货款的 1% 的违约金，如违约金不足以弥补英福康损失的，供应商应当继续赔偿；同时自逾期之日起，英福康有权随时取消或变更采购订单，且无义务赔偿供应商因此发生的任何损失，无需承担任何违约责任。

3) 供应商应自行承担费用，为其员工投保工伤保险，并根据适用法律投保其他法律规定的保险。

4) 在任何情况下，英福康都没有义务对任何利润损失、预期储蓄损失、收入损失、业务损失、商誉损失、数据损失、使用损失或任何其他间接损失或损害承担任何责任，无论这些损失是否可以合理地预见。

5) 英福康因合同产生的或与合同相关而向供应商承担的全部责任应以相应采购订单下的货款为限。

14. 不可抗力

1) 不可抗力是不能预见、不能避免且不能克服的客观情况。任何一方因不可抗力不能履行合同的，根据不可抗力的影响，部分或者全部免除责任，但是法律另有规定的除外。一方因不可抗力不能履行合同的，应当及时通知另一方，以减轻可能给另一方造成的损失，并应当在合理期限内提供证明。

2) 如果供应商因不可抗力而延迟履行超过三个月，英福康可以书面通知供应商解除合同或合同的任一文件。供应商收到该

通知后，解除即告生效。在上述解除的情况下，英福康的责任仅限于支付供应商在其收到英福康的解除通知前已交付的合格产品的无争议的应付余款。

15. 一般规定

1) 如合同的任何条款或规定成为无效、非法或无法依据任何法律或公共政策强制执行，只要合同预期合作的经济或法律实质不以任何方式实质性地不利于任何一方，合同的所有其他条款和规定应仍为有效。在确定任何条款或规定为无效、非法或无法执行的情况下，双方应真诚地协商修改合同，以便尽可能以一种可接受的方式达成双方的初衷，为使合同预期的合作在尽可能大的范围内得以完成。

2) 一方未能或延迟行使合同项下的任何权利，行使或部分行使合同项下的任何权利，或一方在另一方违反合同的一项或多项规定时作出任何反应或不作出反应，均不起作用或被解释为放弃（明示或默示、全部或部分）合同或上述规定下的权利，或排除进一步行使任何此类权利。任何权利的放弃必须是明确和书面的。

3) 如果一方在另一方履行不能后以书面形式明示弃权，则另一方不得援引该弃权，以支持其下次的，此前类似的，或其他性质的履行不能。

4) 未经英福康事先书面同意，供应商不得转让或分包本合同项下的权利或义务。

16. 语言

本条款以中英文双语书就。两种语言文本拥有同等效力。如中英文版本存在冲突，应以英文版本为准。

17. 适用法律与争议解决方式

1) 合同的订立、有效性、解释、执行和争议解决应受中华人民共和国相关法律法规的约束。《联合国国际货物销售合同公约》的适用被排除在外。

2) 因合同引起的或与合同有关的争议，均应提请上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。仲裁员人数应为三名。仲裁地为上海。仲裁语言为英语。