

## TERMS AND CONDITIONS OF PURCHASE

## 采购条款和条件

"Buyer" means Trane Technologies Company LLC or its affiliated companies. "Supplier" means the party selling the applicable products and/or services (collectively, "Deliverables") to Buyer. Buyer and Supplier are each designated as a "Party" and, collectively, the "Parties." References to "Deliverables" include items specifically provided for in the Purchase Agreement (as defined below) or incorporated in services Buyer purchases from Supplier. By selling the Deliverables to Buyer, Supplier confirms that the following terms and conditions apply to Buyer's purchases (these "Terms"). Any modifications to these Terms must be in writing and signed by Buyer.

### 1. TERMS AND CONDITIONS OF PURCHASE.

- (a) **Governing Terms.** Any Deliverables Buyer purchases from Supplier by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Supplier already has a fully signed agreement currently in effect with Buyer then the terms of that agreement, together with these Terms, to the extent these Terms are not in conflict with the signed agreement, constitute the complete agreement; or (ii) if Supplier does not already have a fully signed agreement with Buyer, then these Terms constitute the complete agreement. The complete agreement, as described in Sections 1(a)(i) and 1(a)(ii) above, shall be referred to as the "Purchase Agreement". Any other terms or conditions proposed by Supplier which differ from or are in addition to the Purchase Agreement, including, without limitation, Supplier's standard printed terms and conditions, whether printed on Supplier's proposal, order acknowledgement, invoice or otherwise, are hereby deemed to be material alterations and shall not have any application to any purchase between Buyer and Supplier unless specifically accepted in writing by Buyer.
- (b) **Assignment and Subcontracting.** Supplier may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Supplier does so, the assignment or subcontract will be void. Buyer may assign the Purchase Agreement, or any of its rights or obligations hereunder, to any of its subsidiaries or affiliates, or to any purchaser of, or successor to, all or substantially all of the assets of Buyer business or product line to which the Purchase Agreement relates, without Supplier's consent.
- (c) **Waiver.** Buyer's rights or remedies set forth in the Purchase Agreement are not exclusive and shall be cumulative and in addition to all other legal or equitable rights or remedies available under applicable law. Buyer's failure at any time to enforce any right or remedy available to it under the Purchase Agreement, or otherwise, shall not be construed as a waiver of such right or remedy.
- (d) **Governing Law; Venue; Jurisdiction.** The Purchase Agreement shall be construed in accordance with the substantive laws of the country (and state or province, if applicable) where Buyer's receiving facility is located, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Any dispute arising out of or in connection with the Purchase Agreement shall be adjudicated in any court(s) having jurisdiction over Buyer's receiving facility. Each Party specifically waives all objections to such jurisdiction and venue.
- (e) **Forecasts.** Buyer may provide Supplier with forecasts of its future anticipated Deliverable requirements. Supplier acknowledges that any such forecasts, including, without limitation, estimated annual volumes, are for informational purposes only and are based on a number of factors that may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts, including, without limitation, with respect to the accuracy or completeness of such forecasts.
- (f) **Spare and Replacement Parts.** In return for Buyer agreeing to enter into the Purchase Agreement, Supplier grants to Buyer an option during the term of such Purchase Agreement and for ten (10) years thereafter to purchase component parts of any Deliverables,

"买方"是指特灵科技有限责任公司或其关联公司。"卖方"是指向买方销售相关产品和/或服务(统称为"交付物")的一方。买方和卖方分别被称为"一方",合称为"双方"。"交付物"包括采购协议(定义见下方)中具体规定的物品或并入买方从卖方处所采购的服务中的物品。卖方通过向买方销售交付物,确认以下条款和条件适用于买方的采购(这些"条款")。对这些条款的任何修改必须以书面形式做出且经买方签署。

### 1.采购条款和条件。

- (a) **适用条款。** 买方通过电子、电话、纸质或其他任何传输形式从卖方处采购的任何交付物,均受以下条款的约束: (i) 如果卖方已经与买方签署了现行有效的完整协议,则这些条款在其不与已签署的协议存在冲突的范围内与该协议的条款共同构成完整协议;或 (ii) 如果卖方尚未与买方签署完整协议,则这些条款构成完整协议。上述第 1(a)(i)和 1(a)(ii)条所述的完整协议统称为"采购协议"。卖方提出的任何其他条款或条件,包括但不限于卖方的标准印刷版条款和条件,无论印刷在卖方的报价单、订单确认书、发票或其他任何地方,均视为重大变更,除非买方以书面形式明确接受,否则不适用于买卖双方之间的任何采购。
- (b) **转让和分包。** 未经买方事先书面许可,卖方不可转让或分包其在采购协议下的义务;如果卖方如此做,该转让或分包将无效。买方可将采购协议或其在本协议下的任何权利或义务转让给其任何子公司或关联公司,或转让给购买或继承与采购协议相关的买方业务或产品线全部或大部分资产的任何买方,无需卖方同意。
- (c) **弃权。** 买方在采购协议中规定的权利或救济不是排他性的,应是累积的,并且是适用法律下所有其他法律或衡平法权利或救济的补充。买方在任何时候未能执行其在采购协议下或其他情况下可用的任何权利或救济,不应被解释为对该权利或救济的放弃。
- (d) **适用法律; 管辖地; 司法管辖权。** 采购协议应根据买方接收设施所在地的国家(以及州或省,如适用)的实质性法律进行解释,但不包括《联合国国际货物销售合同公约》的规定和任何要求适用其他法律的法律选择条款。因采购协议引起或与之相关的任何争议应在对买方接收设施有管辖权的任何法院进行裁决。每一方特此明确放弃对该等司法管辖权和管辖地的所有异议。
- (e) **预测。** 买方可向卖方提供其未来预期交付物需求的预测。卖方承认任何此类预测,包括但不限于估计的年度量,仅用于提供信息之目的,并且受多种因素影响,这些因素可能会随时间变化。买方不对任何此类预测,包括但不限于预测的准确性或完整性,做出任何明示或暗示的陈述、担保、保证或承诺。
- (f) **备件和替换件。** 作为买方同意签订采购协议的回报,卖方授予买方选择权,买方在采购协议期限内及采购协议终止后的十(10)年内有权选择以卖方出售有关零部件的最低价购买任何交付物的零部件

including those which become obsolete during the term of such Purchase Agreement, at the lowest price at which Supplier sells such parts. Prices for such parts shall be firm, at the last pre-termination price, for the first five (5) years following the termination of such Purchase Agreement or obsolescence of such Deliverable, as applicable, except for and only to the extent changes are required by cost differences in packaging.

**2. PRICING; PAYMENT. (a) Prices.** Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of the Purchase Agreement; and (iii) DDP (INCOTERMS 2020) at a facility specified by Buyer, unless otherwise agreed to by the Parties in writing. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

**(b) Invoices and Taxes.** Unless prohibited by law, Supplier will separately indicate on its invoices any taxes imposed on the sale or delivery of the Deliverables.

**(c) Invoices.** Payment terms shall be on the next scheduled twice-monthly payment date seventy-five (75) days following the date of Buyer's receipt of conforming invoice and related Deliverables in accordance with Section 3(c) below.

**(d) Preferential Pricing.** Supplier warrants that it is selling the Deliverables at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for Deliverables of the same or similar quality and volume to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Supplier makes an offer to sell any such Deliverables to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, Supplier shall notify Buyer of the same and an equivalent reduction or modification of terms will apply to all Deliverables purchased thereafter for the balance of the term of the Purchase Agreement.

**(e) Market Competitiveness.** If at any time during the term of the Purchase Agreement a third party makes a competitive offer to sell Deliverables pursuant to one or more terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the "Favorable Terms"), and Buyer chooses to notify Supplier of such Favorable Terms, then Supplier will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof. Supplier's failure to meet such Favorable Terms within such fourteen (14) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Supplier specifically notifies Buyer thereof. If Buyer is obligated under the Purchase Agreement to buy certain quantities of Deliverables from Supplier and Supplier does not meet the Favorable Terms, Buyer will be released from its obligations to Supplier, if any, with respect to any quantities of Deliverables available from the third party on such Favorable Terms.

**(f) Responsibility for Taxes.** Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Supplier) imposed as a result of the sale of Deliverables. With notice to Supplier, Buyer may pay such taxes directly to the taxing authority where allowed by law. Supplier shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Supplier will provide written evidence that Supplier is properly licensed to collect the taxes paid by Buyer.

**(g) Requirements.** If the Purchase Agreement obligates Buyer to buy a percentage of its Deliverable requirements from Supplier, reasonable amounts of Deliverables purchased from a third-party supplier for purposes of qualifying such Deliverables shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale.

**3. DELIVERY. (a) Time is of the Essence.** Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Supplier will promptly notify Buyer in writing if Supplier anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Supplier fails to meet a required delivery date, Buyer may procure replacement Deliverables. Supplier will be responsible for all costs incurred by Buyer as a result of early or late deliveries. If Supplier has to use premium freight, then, in addition to any agreed upon Supplier-paid freight expenses,

(包括在采购协议期限内淘汰的零部件)。在采购协议终止或该等交付物被淘汰(视情况而定)后的五(5)年内,此等零部件的价格应固定为采购协议终止前的最后价格,因包装成本差异而导致的价格变动除外且价格变动也仅限于包装成本差异。

**2. 价格; 付款. (a) 价格.** 除非采购协议另有规定, 价格: (i) 以美元表述; (ii) 在采购协议期限内不得提高; 和 (iii) 除非双方另有书面约定, 在买方指定的地点完税后交货 (DDP at a facility specified by Buyer) (2020 年国际贸易术语解释通则 /INCOTERMS 2020)。除非买方书面明确同意, 不允许收取其他任何额外的费用。

**(b) 发票和税款.** 除非法律禁止, 卖方将在发票上分开标明与交付物的销售或交付有关的税款。

**(c) 发票.** 付款期限为在买方收到合格发票和根据以下第 3(c)条收到相关交付物之日起满 75 天后的最近一个计划的每月两次的付款日予以付款。

**(d) 优惠价格.** 卖方保证, 其销售的交付物的价格和条款是其向任何买家提供相同或类似质量和数量的交付物时所提供的最低价格和最优惠条款(包括但不限于数量、质量和/或付款条款)。如果在采购协议期限内, 卖方向第三方提供的任何此类交付物的价格更低或条款更优惠, 卖方应通知买方, 并且在采购协议剩余期限内, 所有采购的交付物将适用相应的降价或修改后的条款。

**(e) 市场竞争力.** 如果在采购协议有效期内任何时候, 第三方以比采购协议下的条款(包括价格、数量、质量和/或付款条款)更优于买方的一个或多个条款和条件向买方发出销售交付物的有竞争力的要约(简称“更优条款”), 且买方选择将该等更优条款通知卖方, 则卖方应在收到买方通知之日起十四(14)日内满足该等更优条款, 或通知买方其不会满足该等更优条款。如果卖方在十四(14)日内未满足该等更优条款, 则将被视为卖方决定不满足该等更优条款, 无论卖方是否明确通知买方。如果买方在采购协议下有义务从卖方处采购一定数量的交付物, 而卖方未能满足该等更优条款, 则在第三方基于更优条款提供的任何数量的交付物范围内, 买方将免除其对卖方的采购义务。

**(f) 税负责任.** 买方应承担所有因交付物销售而征收的销售税、使用税及类似税负(不包括以卖方的净收入、净资产或总收入为基础的税负)。在通知卖方的情况下, 买方可以在法律允许的情况下直接向税务机关支付这些税款。卖方应将买方支付的所有税款汇付给相关税务机关。应买方要求, 卖方将提供书面证据, 证明卖方已被适当授权收取买方支付的税款。

**(g) 需求.** 如果采购协议要求买方从卖方处购买一定比例的交付物, 则应当排除买方为验证交付物质量之目的从第三方处采购来的交付物的合理数量, 且该等采购的交付物可被买方用于商业生产和销售。

**3. 交付. (a) 时间至关重要.** 交付日期是固定的, 且准时交付极为重要。如果卖方预见到遵守买方所要求的交付日期有困难, 则卖方需要及时书面通知买方, 并应尽一切合理商业努力达到要求的交付日期。买方没有义务接收未在要求的交付日期交付的交付物。如果卖方无法在要求的交付日期交货, 买方可以采购替代交付物。卖方将承担买方因卖方过早或迟延交付所产生的所有成本。如果卖方不得不采用超额运费, 则除了任何已商定的由卖方支付的运费外, 卖方还将负

Supplier will be responsible for any incremental costs associated with shipping via premium freight and will notify Buyer in writing of the type and monetary value of the premium freight used (for Buyer's records).

**(b) Packaging.** Supplier shall, at its expense, package and preserve the Deliverables according to Buyer's instructions to ensure receipt of the Deliverables in an undamaged condition or, if no such instructions exist, according to Buyer's Packaging Guidelines, which are available at <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/packaging-guidelines.html>, as may be amended by Buyer from time to time.

**(c) Delivery.** Delivery will occur and title will transfer as follows: (i) with respect to product not incorporated into services, upon delivery to, inspection by, and acceptance by Buyer, and (ii) with respect to services or product incorporated into services, when the completed services have been inspected, reviewed or tested, as applicable, and accepted by Buyer.

**4. INSPECTION.** Buyer may inspect and test all Deliverables and all materials, equipment and facilities utilized by Supplier in providing Deliverables to Buyer. If inspection or testing is conducted on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to Deliverables, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Supplier will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.

**5. WARRANTIES; REMEDIES. (a) Warranties by Supplier.** Supplier warrants that all Deliverables will be: (i) free of any claims by third parties, including but not limited to any claims that the Deliverables, or the use thereof, will in any way infringe or contribute to the infringement of any intellectual property right in the United States or elsewhere, and no claim, action or suit alleging any such infringement or contribution to infringement is pending or threatened against Supplier, its employees, agents, suppliers or contractors; (ii) free of any open source software or other third party software that imposes any obligations or conditions on Buyer's intellectual property or confidential information; (iii) free of any Harmful Code (as defined below) and that Supplier will not introduce any Harmful Code to Buyer through data transmission or other medium; (iv) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer in writing; (v) merchantable; (vi) free from defects in design, materials and workmanship; and (vii) to the extent that Buyer relies on Supplier to specify the Deliverables, fit for their intended purpose. As to services, Supplier further warrants that it possesses the requisite expertise, facilities, and equipment necessary and appropriate to perform the services, and that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner.

**(b) Remedies.** If any Deliverables fail to conform to the above warranties, Supplier will, at Buyer's option, compensate Buyer for any related costs incurred by Buyer and: (i) with respect to products, replace or repair the nonconforming products at Supplier's cost; (ii) with respect to services, re-perform all services necessary to correct any such nonconformity at Supplier's cost; or (iii) refund the purchase price of the nonconforming Deliverables. If Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Supplier's expense.

**(c) Warranty Durations.** The above warranties will be in effect for the longer of: (i) the duration of any warranty provided by Buyer in connection with Buyer's sale of its final product, which durations are publicly available and will be provided by Buyer upon written request and are INCORPORATED HEREIN BY REFERENCE; or (ii) thirty-six (36) months from the date Buyer's related final product is first placed into operation. Any replacement Deliverables will also be subject to the above warranties and warranty period. The warranty period for repaired Deliverables will be extended to account for the time lapsed until the repair was completed or replacement was delivered.

**(d) Recalls and Field Fix Programs.** If at any time a governmental agency of any country, state, province or municipality requires Buyer to conduct a product safety recall or a field fix program, or Buyer voluntarily undertakes such an action, related to the Deliverables, Buyer will notify

责与使用超额运费相关的任何增加的成本, 并将超额运费的类型和货币值书面通知买方 (以供买方记录)。

**(b) 包装。**卖方应自费根据买方的指示对交付物进行包装和保存, 以确保交付物在未受损的情况下收到。如果没有此类指示, 则应根据买方的包装指南进行包装和保存, 买方可不时对包装指南进行修改, 包装指南可在 <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/packaging-guidelines.html> 获取。

**(c) 交付。**交付和所有权转移将按以下方式进行: (i) 对于未并入服务的产品, 在交付至买方、经买方检验并接受时; (ii) 对于并入服务的产品, 在完成的服务经检验、审核或测试 (视情况而定) 并被买方接受时。

**4. 检验。**买方有权检验测试所有交付物以及卖方在为买方提供交付物时所使用的原料、设备和设施。如检验检测是在卖方场所进行的, 卖方将免费提供检验检测所需的所有合理设施和协助。卖方需在交货后两(2)年内维护被买方接受的同等检验测试系统、保存所有检验测试数据及每批用于检验测试的交付物发运样本。除非买方另有书面同意, 卖方需针对每批发运产品样本向买方提供根据经由买方批准的产品规格而进行分析的分析证书。

**5. 保证; 补救措施. (a) 卖方保证。**卖方保证所有交付物将: (i) 无任何第三方的主张, 包括但不限于任何关于交付物或其使用会以任何方式侵犯或有助于侵犯美国或其他地方的任何知识产权的主张, 并且没有针对卖方、其员工、代理、供应商或承包商的任何此类侵权或有助于侵权的未决或已提起的索赔、起诉或诉讼; (ii) 无任何会对买方知识产权或机密信息施加任何义务或条件的开源软件或其他第三方软件; (iii) 无任何有害代码 (定义见下文), 且卖方不会通过数据传输或其他媒介向买方引入任何有害代码; (iv) 严格符合买方书面批准的规格、样品、图纸或其他描述; (v) 适销; (vi) 无设计、材料和工艺上的缺陷; 以及 (vii) 在买方依赖卖方指定交付物的范围内, 适合其预期用途。对于服务, 卖方进一步保证其具备必要和适当的专业知识、设施和设备来提供服务, 并且所有服务将按照提供类似服务的人员通常遵循的谨慎和勤勉标准以及最佳工艺方式进行。

**(b) 补救措施。**如果任何交付物未能符合上述保证, 卖方将根据买方的选择, 赔偿买方因此产生的任何相关费用, 并且: (i) 就产品而言, 自费更换或修理不合格的产品; (ii) 就服务而言, 自费重新提供所有必要的服务以纠正任何此类不合格; 或 (iii) 退还不合格交付物的购买价格。如果卖方在收到通知后的合理时间内未能进行更换、修理或重新提供的 (视情况而定), 买方可以自行进行, 费用由卖方承担。

**(c) 保证期限。**上述保证的有效期限将以下列期限中较长者为准: (i) 买方在其最终产品销售中提供的任何保证期限, 该期限是公开可用的, 并且买方将在收到书面请求时提供, 并通过引用并入这些条款; 或 (ii) 自买方相关最终产品首次投入使用之日起三十六 (36) 个月。任何更换的交付物也将受上述保证和保证期的约束。修理后的交付物的保证期将延长, 以补偿修理完成或更换交付物交付之前的时间。

**(d) 召回和现场修复计划。**任何时候如任何国家、州、省或市级政府机构要求买方执行与交付物有关的产品安全召回或现场修复计划, 或买方自愿实施此等行为, 则买方将在开始实施此等行为的三十 (30) 天内通知卖方, 卖方应根据买方的



Supplier within thirty (30) days of the initiation any such action and Supplier shall, at Buyer's option, either repair or replace the related Deliverables, and reimburse Buyer for any related costs.

**6. ORDER CHANGES.** Prior to shipment or completion of the Deliverables, Buyer reserves the right to change any specifications, drawings, delivery dates, quantities or other items covered by the Purchase Agreement by giving Supplier written notice of the change. Supplier will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Supplier will agree on any price adjustment before implementing any change.

**7. COMPLIANCE WITH LAWS. (a) General.** All Deliverables supplied to Buyer shall comply with, and Supplier agrees to be bound by, all applicable foreign, United States federal, state and local laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements contained in, issued under, or adopted pursuant to such laws, including, without limitation, the U.S. Toxic Substances Control Act, RoHS and REACH regulations, environmental and product content and labeling. Delivery of any Deliverables shall constitute Supplier's representation to Buyer that there has been and will be full compliance with all applicable laws and these Terms and, at Buyer's request, Supplier shall certify in writing its compliance.

**(b) Anti-bribery & Corruption.** Supplier shall comply with all applicable anti-bribery and corruption laws and regulations. Supplier shall not pay, offer, promise, or authorize the payment of, either directly or indirectly, anything of value (including but not limited to cash or cash equivalents (such as stocks, gift cards, debit cards, or travelers' checks), gifts, entertainment, charitable donations or sponsorships, political donations or sponsorships, products, services, discounts, meals, travel, entertainment, favors, loans, loan guarantees, the use of property or equipment, job offers, transportation, and the payment of expenses or debts) to (i) any government official or employee of any government; (ii) any official or employee of any department, agency, or instrumentality of a government; (iii) any employee of any corporation or entity owned or controlled by a government; (iv) any family member of such officials or employees; (v) any political party, party official, or political candidate; or (vi) any other persons, owners, officers, directors, employees and agents of any corporation or entity to improperly or illegally assist in obtaining or retaining business to the benefit of Buyer (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of facilitating Supplier's performance of its obligations under this or any other agreement with Buyer.

**(c) Conflict Minerals.** Supplier shall comply with all applicable conflict mineral laws and regulations, including disclosure obligations. If Supplier is providing Deliverables to Buyer under the Purchase Agreement, Supplier shall use commercially reasonable efforts to:

- I. identify whether such Deliverables contain tin, tantalum, gold or tungsten or other conflict minerals as defined by applicable law;
- II. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") or other applicable conflict mineral laws or regulations; and
- III. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

In addition, Supplier shall, as soon as reasonably practicable following the completion of the calendar year, or when requested by Buyer, provide Buyer with a completed Conflict Minerals Reporting Template, using the form found at

<https://www.responsiblemineralsinitiative.org/reportingtemplates/cmrt/>.

If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

**(d) Forced Labor.** Supplier, its subsidiaries, subcontractors, and recruiters shall not, directly or indirectly, use, or benefit from, slave, prisoner, child, or any other form of forced or involuntary labor, or withhold worker identity or immigration documents, charge recruitment fees, or engage in abusive employment practices and will comply with all applicable modern slavery or anti-human trafficking laws ("Modern Slavery Laws"). Supplier shall, as soon as reasonably practicable following the completion of the calendar year, or when requested by Buyer, provide Buyer with completed due diligence tool as provided by Buyer, and complete all necessary training and risk mitigation activities as required by Buyer. If

选择进行维修或替换相关的交付物，并对买方因此遭受的任何相关成本、费用或损害给予补偿。

**6.修改订单。**在装货或交付物完成之前，买方保留通过书面通知卖方更改采购协议所涵盖的任何规格、图纸、交货日期、数量或其他项目的权利。卖方将迅速通知买方任何因此增加或减少的成本，并且在实施任何变更之前，买卖双方将就任何价格调整达成一致。

**7.遵守法律。(a) 综述。**提供给买方的所有交付物应遵守所有适用的外国、美国联邦、州和地方法律、法令、规则、条例、准则、标准、限制、控制、禁令或此等法律所包含的、依据此等法律所签发的或所采纳的其他要求（包括但不限于产品内容和标示），包括但不限于美国有毒物质控制法及适用的 RoHS 和 REACH 条例、环境和产品内容及标签，且卖方同意受上述之约束。任何交付物的交付即构成卖方向买方表示已经以及将会完全遵守所有适用的法律和这些条款，且经买方请求，卖方应以书面形式证明其遵守上述所有法律。

**(b) 反贿赂与反腐败。**卖方应遵守所有适用的反贿赂和反腐败法律法规。卖方不得直接或间接支付、提供、承诺或授权支付任何有价值的东西（包括但不限于现金或现金等价物（如股票、礼品卡、借记卡或旅行支票）、礼物、娱乐、慈善捐款或赞助、政治捐款或赞助、产品、服务、折扣、餐饮、旅行、娱乐、好处、贷款、贷款担保、财产或设备的使用、工作机会、交通以及支付费用或债务）给：(i) 任何政府官员或任何政府雇员；(ii) 任何政府部门、机构或政府工具的官员或雇员；(iii) 任何政府拥有或控制的公司或实体的雇员；(iv) 任何此类官员或雇员的家庭成员；(v) 任何政党、政党官员或政治候选人；或(vi) 任何其他人士、任何公司的或实体的所有者、管理人员、董事、雇员和代理人，以不正当或非法协助获取或保留对买方有利的业务（包括但不限于任何合同、避免关税或减少关税、减少税收或获取欠款，或获得监管批准）或为了促进卖方履行其在本协议或与买方的任何其他协议下的义务。

**(c) 冲突矿产。**卖方应遵守所有适用的冲突矿产法律法规，包括披露义务。如果卖方根据采购协议向买方提供交付物，卖方应尽商业上合理的努力：

- I. 确定这些交付物是否包含锡、钽、金或钨或其他适用法律定义的冲突矿产；
- II. 确定任何此类矿产是否源自《多德-弗兰克华尔街改革和消费者保护法》（“法案”）第 1502 条或其他适用的冲突矿产法律或法规定义的覆盖国家；以及
- III. 对其供应链进行适当的尽职调查，以支持买方在法案下的义务。

此外，卖方应在日历年结束后或在买方要求时尽快向买方提供填写完整的冲突矿产报告模板，模板可从 <https://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/> 获取。如果有要求，卖方将迅速提供买方合理认为需要的信息或声明，以满足买方的冲突矿产合规义务。

**(d) 强迫劳动。**卖方、其子公司、分包商和招聘人员不得直接或间接使用或受益于奴隶、囚犯、童工或任何其他形式的强迫或非自愿劳动，不得扣留劳工的身份或移民文件，不得收取招聘费用或从事虐待性就业行为，并将遵守所有适用的现代奴隶制或反人口贩运法律（“现代奴隶制法律”）。卖方应在日历年结束后或在买方要求时尽快向买方提供买方尽职调查工具的填写结果，并完成买方要求的所有必要培训和风险缓解活动。如果有要求，卖方将迅速提供买方合理认为需要的信息或声明，以满足买方在适用的现代奴隶制法律下

requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's compliance obligations under applicable Modern Slavery Laws. Supplier shall also cooperate with Buyer's requests to complete modern slavery training or undertake other risk mitigation activities, including but not limited to Supplier implementing its own modern slavery compliance program; Supplier shall ensure that neither the products provided by Supplier to Buyer nor the component parts or other inputs used to make these products were directly or indirectly (1) sourced, mined, manufactured, or produced, wholly or in part, from any geographic area known or alleged to be at elevated risk with respect to forced labor; or (2) sourced or produced by entities that are known or alleged to participate in government programs that involve forced labor, including but not limited to recruiting, transporting, transferring, harboring, or receiving forced labor; Supplier shall ensure that all products provided to Buyer, and the component parts and other inputs used to make these products are not (1) subject to a Withhold Release Order issued by U.S. Customs and Border Protection, or (2) sourced directly or indirectly from an entity that appears on: a restricted party list, such as the Entity List maintained by the U.S. Department of Commerce, any list maintained by the U.S. Government of entities alleged to be involved in forced labor, or a sanctions list maintained by the U.S. Government.

**(e) Buyer Audits.** Supplier shall permit Buyer to conduct an audit or review of Supplier's financial books and records and business operations related to Supplier's business with Buyer at such times that Buyer considers it necessary to confirm compliance with the anti-bribery and corruption, conflict minerals and modern slavery and human trafficking provisions. Such audit may be conducted by representatives of Buyer or, at Buyer's sole discretion, by a certified public accounting firm selected by Buyer at Buyer's expense. Supplier shall cooperate with any inquiries from Buyer's Ethics & Compliance Group.

**(f)** Should Supplier fail to comply with the requirements of Section 7 (a) – (e) above, such failure shall constitute a material breach of this Agreement and the Buyer may terminate this Agreement immediately without any further obligations hereunder.

**(g) Federal Requirements.** The Parties shall comply with all United States federal civil rights laws and obligations under 41 CFR 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496.

**The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify they do not operate any programs promoting DEI that violate any applicable United States federal anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.**

**8. CONFIDENTIAL INFORMATION.** Supplier will treat as confidential and not disclose any information received from Buyer and its affiliates in connection with the Purchase Agreement ("Confidential Information") to any person not authorized by Buyer in writing to receive it. Supplier will use such Confidential Information only as necessary to fulfill its obligations under the Purchase Agreement and shall only disclose or make available such Confidential Information to its employees or agents who are bound by an obligation of confidentiality substantially similar to those set forth herein and who need to know such information for the purpose of Supplier fulfilling its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such Confidential Information will be returned to Buyer, or at Buyer's option,

the compliance obligations. 卖方还应配合买方的要求, 完成现代奴隶制培训或进行其他风险缓解活动, 包括但不限于卖方实施其自身的现代奴隶制合规计划; 卖方应确保其提供给买方的产品及用于制造这些产品的组件或其他投入部分未直接或间接: (1) 完全或部分来自自己知或被指称存在强迫劳动高风险的任何地理区域; 或(2) 由已知或被指称参与涉及强迫劳动的政府项目的实体提供, 包括但不限于招聘、运输、转移、窝藏或接收强迫劳动; 卖方应确保提供给买方的所有产品及用于制造这些产品的组件和其他投入部分未: (1) 受到美国海关和边境保护局发布的扣留释放令的约束, 或(2) 直接或间接来自出现在限制方名单上的实体, 如美国商务部维护的实体名单、美国政府维护的涉嫌参与强迫劳动的实体名单或美国政府维护的制裁名单。

**(e) 买方审计。** 卖方应允许买方在其认为有必要的时间对卖方与买方业务相关的财务账簿和记录以及业务运营进行审计或审查, 以确认其是否遵守反贿赂和反腐败、冲突矿产以及现代奴隶制和人口贩运条款。此类审计可以由买方的代表进行, 或由买方自行决定, 由买方选择的注册会计师事务所进行, 费用由买方承担。卖方应配合买方道德与合规部门的任何询问。

**(f)** 如果卖方未能遵守上述第 7 条(a)至(e)款的要求, 则此类未遵守行为将构成本协议的重大违约, 买方可以立即终止本协议, 且无需承担本协议项下的任何进一步义务。

**(g) 联邦要求。** 双方应遵守所有美国联邦民权法律以及 41 CFR 60-300.5(a)、60-741.5(a) 和 29 CFR 第 471 部分附录 A 至附录 A 的联邦劳动法义务。以下条款通过引用并入这些条款: 第 11701 号行政命令和 41 CFR §§ 60-250.5(a)、60-300.5; 第 11758 号行政命令和 41 CFR § 60-741.5(a); 美国移民法, 包括 2004 年 L-1 签证改革法案和 2004 年 H-1B 签证改革法案; 以及第 13496 号行政命令。

**双方应遵守 41 CFR 60-300.5(a) 和 60-741.5(a) 的要求。这些法规禁止基于受保护的退伍军人身份或残疾人身份对合格个人进行歧视。此外, 这些法规要求覆盖的主要承包商和分包商采取积极行动, 雇用和提升就业不考虑受保护的退伍军人身份或残疾的个人。双方证明他们不运营任何违反适用的美国联邦反歧视法律的多样性、公平性和包容性**

**(DEI) 项目, 并承认且同意他们遵守所有适用的联邦反歧视法律对联邦政府的付款决定具有重要意义。双方承认并同意, 他们的雇佣、采购和合同实践不得以违反美国联邦民权法律的方式考虑种族、肤色、性别、性取向、宗教或国籍。**

**8. 保密信息。** 卖方将对从买方及其关联公司处收到的与采购协议相关的任何信息 (“保密信息”) 予以保密, 且不会披露给任何未经买方书面授权可接收该等信息的人士。卖方仅在为履行其在采购协议下义务的必要时使用这些保密信息, 并且仅向受到与这些条款所述义务实质上相似的保密义务约束, 并且需要知晓该等信息以便卖方履行其在采购协议下义务的员工或代理人披露或提供该等保密信息。在采购协议终止后, 所有该等保密信息将返还给买方, 或根据买方的选择由卖方销毁。对保密信息的使用和披露的限制将在采购协议生效之日起至采购协议终止后十 (10) 年内 (“保密期”) 持续有效。尽管有上述规定, 如果保密信息构成买方

destroyed by Supplier. The restrictions on use and disclosure of Confidential Information shall survive for a period starting at the effective date of the Purchase Agreement through ten (10) years beyond the termination of the Purchase Agreement (the "Non-Disclosure Period"). Notwithstanding the foregoing, the Non-Disclosure Period, to the extent that the Confidential Information constitutes a trade secret of Buyer or its applicable affiliate, is extended for so long as such trade secret is maintained as a trade secret by Buyer or its applicable affiliate. Supplier will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, including the press or any official body, except as required by law, unless prior written consent is obtained from Buyer. Supplier shall not sell or provide to any third party any good or service for which Buyer provided Supplier with Confidential Information. The foregoing restriction includes but is not limited to prohibiting Supplier from selling replacement parts or services to the end users of Buyer's products, where such replacement parts or services utilize or are based in any way upon Buyer's Confidential Information. The obligations of Supplier under this Section 8 are also binding on Supplier's employees, officers, directors, agents, advisors and affiliates.

**9. INTELLECTUAL PROPERTY. (a) Ownership of Intellectual Property.**

Supplier hereby assigns and agrees to assign to Buyer all right, title and interest to any and all inventions, patents, copyrights, trade secrets, software, designs, drawings, models, schematics, source code, improvements, work product and other intellectual property created by Supplier as a result of or arising in connection with the Deliverables supplied under the Purchase Agreement or derived from Buyer's Confidential Information. Supplier shall execute the necessary agreements to perfect Buyer's title to all such intellectual property rights. Any copyrighted works are and will remain the sole and exclusive property of Buyer and the Parties agree that such works are "works made for hire" under the US Copyright Act or any other applicable law.

**(b) Intellectual Property License.** Supplier hereby grants to Buyer and its affiliates a perpetual, worldwide, irrevocable, paid-up, royalty-free, nonexclusive right and license to make, have made, use, offer to sell, sell, export, import, display, copy, create derivative works and sublicense all Supplier's inventions, patents, copyrights, trade secrets, software, designs, drawings, models, schematics, source code, and intellectual property rights in the Deliverables supplied under the Purchase Agreement or otherwise necessary for Buyer or any affiliate to exercise its rights in and use of the Deliverables. Supplier covenants not to sue for infringement of any of its patents, trademarks, copyrights, or other intellectual property rights against Buyer or Buyer's affiliates, distributors or customers worldwide in connection with any use of Deliverables provided to Buyer in the production, use, preparation, sale, or delivery of, or other action.

**(c) Software.** Deliverables shall not include third party software, including but not limited to open-source software, without Buyer's prior written permission (which permission Buyer may withhold in its sole discretion). The Deliverables shall contain no vulnerabilities, viruses, keylogger, malware, spyware, or ransomware ("Harmful Code"). Supplier shall use the most effective methods and techniques reasonably available to Supplier to test the software for the presence of Harmful Code and to remove and destroy any Harmful Code. If the Deliverables include Harmful Code, transfer Harmful Code to Buyer's systems or allow unauthorized access to Buyer's systems, Supplier shall reimburse Buyer for its actual costs to remove and recover from that Harmful Code.

**10. QUALITY. (a) No Product or Process Changes.** Supplier will not change the product design, technical specifications, manufacturing location, manufacturing process, raw materials or proportions of raw materials used in Deliverables delivered to Buyer under the Purchase Agreement unless Supplier notifies Buyer in writing of the change at least ninety (90) days before its planned implementation and Buyer agrees to the change in writing. Supplier will be liable for all losses and damages that Buyer may suffer if Supplier does not comply with the requirements of the preceding sentence. At Buyer's request, Supplier will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

**(b) Buyer Programs.** Supplier will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of Deliverables.

或其适用关联公司的商业秘密，则保密期应延长以涵盖该商业秘密由买方或其适用关联公司维持为商业秘密的期间。卖方不得向任何其他人或实体（包括媒体或任何官方机构）发布任何公告或披露任何有关采购协议的信息，除非法律要求，或获得买方事先书面同意。卖方不得向任何第三方出售或提供买方向卖方提供了保密信息的任何商品或服务。上述限制包括但不限于禁止卖方向买方产品的最终用户出售替换零件或服务，只要这些替换零件或服务利用了或基于买方的保密信息。卖方在本第 8 条下的义务对卖方的员工、管理人员、董事、代理人、顾问和关联公司同样具有约束力。

**9. 知识产权. (a) 知识产权的所有权。** 卖方在此将并同意将因提供采购协议下的交付物或从买方的保密信息中衍生出的任何和所有发明、专利、版权、商业秘密、软件、设计、图纸、模型、原理图、源代码、改进、工作成果和其他知识产权的权利、所有权和利益转让给买方。卖方应签署必要的协议以确保买方对所有此类知识产权享有完整所有权。任何受版权保护的作品是且将继续是买方的唯一和排他性财产，双方同意此类作品是根据《美国版权法》或任何其他适用法律的“工作作品”。

**(b) 知识产权许可。** 卖方在此授予买方及其关联公司一项永久的、全球性的、不可撤销的、已付的、免许可费的、非排他性的权利和许可，以制造、委托他人制造、使用、许诺销售、销售、出口、进口、展示、复制、创建衍生作品和再许可所有卖方在采购协议下提供的交付物中的发明、专利、版权、商业秘密、软件、设计、图纸、模型、原理图、源代码和知识产权，或买方或任何关联公司行使其权利和使用交付物所需的其他知识产权。卖方承诺不会因买方或买方全球范围内的关联公司、经销商或客户在生产、使用、准备、销售或交付交付物或其他行为中使用交付物而对其专利、商标、版权或其他知识产权的侵权提起诉讼。

**(c) 软件。** 未经买方事先书面许可（买方可自行决定是否授予此许可），交付物不得包含第三方软件，包括但不限于开源软件。交付物不得包含漏洞、病毒、键盘记录程序、恶意软件、间谍软件或勒索软件（“有害代码”）。卖方应使用其合理可用的最有效的方法和技术测试软件中是否存在有害代码，并移除和销毁任何有害代码。如果交付物包含有害代码、将有害代码传输到买方的系统或允许未经授权访问买方的系统，卖方应赔偿买方移除和从该有害代码中恢复的实际费用。

**10. 品质. (a) 无产品或工艺变更。** 供应商不得更改产品设计、技术规格、制造地点、制造工艺、原材料或在采购协议下交付给买方的交付物中使用的原材料比例，除非供应商在计划实施变更前至少九十（90）天书面通知买方，并且买方书面同意该变更。如果供应商不遵守前述要求，供应商将对买方可能遭受的所有损失和损害负责。应买方要求，供应商将提供使用拟议变更生产的产品样品，以便在买方的制造过程中进行测试。

**(b) 买方计划。** 供应商将参与买方实施的关于交付物制造和交付质量的计划。



**(c) Quality Standards.** Supplier shall comply with the quality standards, which are contained in Buyer's Global Supplier Quality Manual, which is available at <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/global-supplier-quality-manual.html>, as the manual may be amended by Buyer from time to time (the "Quality Standards"). THE QUALITY STANDARDS ARE INCORPORATED HEREIN BY REFERENCE. Buyer alone shall decide whether Quality Standards are being met. Supplier shall maintain and enforce all measures necessary to secure the quality of Deliverables and the manufacturing process thereof, including but not limited to quality control standards, inspection standards and specifications.

**11. CUSTOMS AND TRADE. (a) Importation.** Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of Deliverables. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Supplier will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees to be the importer of record, Supplier will provide Buyer, its designated forwarder or customs agent, as applicable, no later than seven (7) days prior to customs entry with all information needed to effect customs entry into each country into which the Deliverables are to be imported.

**(b) Duties and Taxes.** Buyer shall have all rights to drawback of duty or taxes paid by Supplier in its own country or in any third country where all or part of the work is executed. Supplier waives any interest in or rights to such drawback and agrees to provide to Buyer or Buyer's designated thirdparty partner, and at no cost to Buyer, proof of importation and/or re-exportation as the case may be, satisfactory to Buyer and the customs administration, tax collection agency, or other government agency in any country where taxes or duties are paid, as well as to provide any other supporting documentation to enable Buyer to claim drawback of duties and taxes on Deliverables or articles manufactured from Deliverables provided under the Purchase Agreement.

**(c) Customs Invoice and Other Documentation.** Supplier will accurately indicate the country of origin of the Deliverables provided under the Purchase Agreement on the customs invoice and other applicable documentation. Supplier will provide certificates of origin relating to such Deliverables within the meaning of the rules of origin of applicable preferential duty programs, such as the United States-Mexico-Canada Agreement, and execute any other documents as may be necessary for Buyer to claim duty preference under such programs. As required by Buyer, Supplier shall be required to provide certificates or other required documentation ("Required Documentation") to Buyer or Buyer's designated third-party partner relating to compliance with any free trade agreements or other applicable legal requirements, including those listed in Section 7(a), 7(b), 7(c) and 7(d) above. Failure to provide such documentation within ten (10) days of a request will obligate Supplier to pay damages to Buyer in the greater amount of (1) 10% of monies paid or owed by Buyer to Supplier related to the Required Documentation or (2) any fines or penalties incurred by Buyer as a result of such failure.

**12. SERVICES/LIENS; SITE RULES; INSURANCE. (a) No Liens.** Supplier will obtain waivers and releases of all liens from all of its subcontractors that may be imposed against the Deliverables provided under the Purchase Agreement or Buyer's (or Buyer's customer's) premises or the improvements thereon, and Supplier will defend, indemnify, and hold harmless Buyer with respect thereto. Buyer has the right to withhold payment for any services until Supplier has provided Buyer with signed copies of all required waivers and lien releases.

**(b) Buyer's Premises.** Supplier will strictly conform to all of Buyer's site rules and regulations when performing services on Buyer's (or Buyer's customer's) premises, including but not limited to Buyer's requirements for background screening of contingent workers. It is Supplier's obligation to obtain a copy of the applicable site rules.

**(c) Insurance.** Supplier shall provide and maintain, throughout the term of the Purchase Agreement, the following insurance in U.S. Dollars (or such other currency as specified in the Purchase Agreement): 1) Workers' Compensation/Work-related Injury Insurance in accordance with the statutory requirements of the jurisdiction in which Supplier's employees are located; 2) Employers' Liability in the amount of \$1 million each accident for bodily injury by accident; \$1 million each employee for bodily injury by disease; and \$1 million policy limit for bodily injury by disease;

**(c) 质量标准。** 供应商应遵守买方全球供应商质量手册中包含的质量标准，该质量手册位于

<https://www.tranetechnologies.com/en/index/company/doing-business-with-us/global-supplier-quality-manual.html> (该质量手册可被买方不时修改) (以下称“质量标准”)。质量标准通过引用并入这些条款。买方单独决定是否符合质量标准。供应商应维持并实施所有必要措施，以确保交付物及其制造过程的质量，包括但不限于质量控制标准、检验标准和规格。

**11. 海关和贸易。(a) 进口。** 除非买方书面同意，买方不会参与与交付物的进口。所有根据采购协议进行的购买将在进口后完成，价格将包括所有关税和其他清关费用，卖方不得导致或允许买方的名称在任何海关申报单上显示为“记录进口商” (“importer of record”)。在任何情况下，如果买方同意成为记录进口商，卖方应在海关入境前至少七 (7) 天向买方、其指定的货运代理或海关代理 (视情况而定) 提供所有需要的信息，以便将交付物进口到需要进口的每个国家。

**(b) 关税和税款。** 买方应享有卖方在其本国或任何第三国支付的关税或税款的退税权利，无论全部或部分工作是在何处执行的。卖方放弃对此类退税的任何利益或权利，并同意向买方或买方指定的第三方合作伙伴免费提供令买方和海关管理部门、税收征管机构或任何支付关税或税款的国家的其他政府机构满意的进口和/或再出口证明，以及提供任何其他支持文件，以使买方能够对根据采购协议提供的交付物或由交付物制造的物品申请关税和税款退税。

**(c) 海关发票和其他文件。** 卖方将在海关发票和其他适用文件上准确标明根据采购协议提供的交付物的原产国。卖方将根据适用的优惠关税计划 (如《美墨加协定》) 的原产地规则，提供与这些交付物相关的原产地证书，并签署任何其他必要的文件，以便买方根据这些计划申请关税优惠。根据买方的要求，卖方应向买方或买方指定的第三方合作伙伴提供与遵守任何自由贸易协定或其他适用法律要求 (包括上述第 7(a)、7(b)、7(c) 和 7(d) 条中列出的要求) 相关的证书或其他所需文件 (“所需文件”)。如果在请求后的十 (10) 天内未能提供此类文件，卖方将有义务按以下两者中的较大金额向买方支付赔偿金：(1) 买方已支付或应支付给卖方的与所需文件相关的款项的 10%，或 (2) 买方因未能提供此类文件而产生的任何罚款或处罚。

**12. 服务/留置权；现场规则；保险。(a) 无留置权。** 卖方将从其所有分包商处获得对根据采购协议提供的交付物或买方 (或买方客户) 的场所或对前述的任何相关改进可能施加的所有留置权的放弃和解除，且卖方将就此为买方进行辩护、赔偿并使其免受损害。在卖方向买方提供所有所需的放弃和解除留置权的签署副本之前，买方有权暂不支付任何产品或服务款项。

**(b) 买方场所。** 卖方在买方 (或买方客户) 的场所提供服务时，将严格遵守所有买方的现场规则和规定，包括但不限于买方对临时工作人员进行背景筛查的要求。卖方有义务自行获取适用的现场规则的副本。

**(c) 保险。** 卖方应在采购协议的整个期限内提供并维持以下以美元 (或采购协议中指定的其他货币) 计价的保险：1) 根据卖方员工所在司法管辖区的法定要求提供工伤赔偿/工伤保险；2) 雇主责任险，每次事故因意外造成的人身伤害赔偿金额为 100 万美元；每位员工因疾病造成的人身伤害赔偿金额为 100 万美元；因疾病造成的人身伤害赔偿限额为 100 万美元；3) 商业综合责任/伞式责任/超额责任保险，每

3) Commercial General Liability/Umbrella/Excess Liability with limits of \$5 million each occurrence, \$10 million aggregate, for bodily injury and property damage combined, including the following coverage features: i) blanket contractual liability, ii) Products, iii) completed operations, and iv) independent contractors coverage; 4) Automobile Liability with limits of \$5 million each occurrence for bodily injury and property damage combined, covering all “owned,” “hired” and “non-owned” automobiles and including contractual liability coverage; and 5) Errors and Omissions Liability covering the liability for financial loss due to error, omission of Supplier, including network security liability and breach of privacy, in an amount of at least \$5 million (applicable to technology suppliers, engineering, architectural or design services and/or professional services suppliers, or any supplier who will have direct access to Buyer networks). If any of the services includes engineering or design services or other services performed by a licensed professional, then Professional Errors and Omissions Liability with limits of liability of not less than \$5 million each claim and \$10 million in the aggregate; and if Supplier brings onto Buyer's (or Buyer's customer's) premises any solid, liquid, gaseous or thermal irritant, contaminant or hazardous or toxic substance, then Pollution Liability or Environmental Liability with limits of liability of not less than \$5 million per occurrence covering liability for bodily injury and property damage arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and includes coverage for the costs and expense associated with clean-up, testing, monitoring and treatment of the pollutants.

All insurance required above will be written with insurers rated A or better by the latest “A.M. Best” Guide. Where allowable under law, a waiver of subrogation from Supplier (including affiliates, directors and officers) and its insurers will be provided in favor of Buyer. All policies, with the exception of Workers' Compensation, will identify Buyer as an additional insured and require that Buyer receive at least thirty (30) days' notice prior to cancellation or termination. Supplier's insurance will be primary and noncontributory to that maintained by Buyer. All self-insured retentions and deductibles for such insurance shall be the responsibility of Supplier. The insurance coverages under this Section 12(c), including, without limitation, the additional insured coverage provided to Buyer, shall be independent of the indemnity obligations of the Purchase Agreement, and are not designed solely to guarantee payment of Supplier's indemnity obligations. Supplier shall, at the request of Buyer, provide Buyer with certificates of insurance, satisfactory to Buyer, of the insurance coverages and endorsements set forth in this section. Supplier's insurance coverage will not be Buyer's exclusive remedy; instead, Buyer will be entitled to all remedies available to it under equity or the law. Insurance will not be deemed effective until satisfactory certificates thereof and required endorsements are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. Supplier will also require insurance from all of its subcontractors with the same coverages and limits.

**(d) Independent Contractor.** It is agreed that Supplier, in rendering any services on Buyer's (or Buyer's customer's) premises, will be an independent contractor and that neither Supplier nor any principal, partner, agent or employee of Supplier is the legal representative of Buyer for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of Buyer and neither Supplier nor any principal, agent or employee of Supplier shall be entitled to or be eligible to participate in any benefit program extended by Buyer to its employees.

**(e) Authorization of Supplier Personnel.** All Supplier's employees providing services under the Purchase Agreement must be authorized to work in the jurisdiction where the services are performed.

**13. INDEMNIFICATION.** To the fullest extent permitted by law, except to the extent caused by the negligence of Buyer, Supplier agrees to defend, indemnify, hold harmless and reimburse Buyer, its officers, directors, shareholders, affiliates, subsidiaries, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Supplier in the Purchase Agreement; (b) any negligence or willful misconduct of Supplier or its

次事故限额为 500 万美元，总限额为 1000 万美元，涵盖人身伤害和财产损失，包括以下保险范围：i) 全面合同责任，ii) 产品责任，iii) 完工操作责任，和 iv) 独立承包商责任；4) 汽车责任保险，每次事故限额为 500 万美元，涵盖人身伤害和财产损失，涵盖所有“自有”、“租赁”和“非自有”汽车，并包括合同责任保险；5) 错误和遗漏责任保险，涵盖因卖方的错误、遗漏（包括网络安全责任和隐私泄露）导致的经济损失责任，金额至少为 500 万美元（适用于技术供应商、工程、建筑或设计服务和/或专业服务供应商，或任何将直接访问买方网络的供应商）。如果任何服务包括工程或设计服务或其他由持证专业人员提供的服务，则专业错误和遗漏责任保险的责任限额不得低于每次索赔 500 万美元，总限额为 1000 万美元；如果卖方将任何固体、液体、气体或热刺激物、污染物或有害或有毒物质带入买方（或买方客户）的场所，则污染责任或环境责任保险的责任限额不得低于每次事故 500 万美元，涵盖因污染物的释放、排放、泄漏、扩散或排放引起的人身伤害和财产损失责任，并包括与污染物的清理、测试、监测和处理相关的费用。

上述所有保险将由最新的“A.M. Best”指南评级为 A 或更高的保险公司承保。在法律允许的情况下，卖方（包括附属公司、董事和管理人员）及其保险公司将向买方提供代位求偿权的放弃。除工伤赔偿保险外，所有保单将把买方列为附加被保险人，并要求在取消或终止前至少提前三十（30）天通知买方。卖方的保险将是主要保险，并且不与买方维持的保险共同承担责任。所有此类保险的自保留额和免赔额均由卖方负责。本第 12(c)条规定的保险范围，包括但不限于提供给买方的附加被保险人覆盖范围，将独立于采购协议的赔偿义务，不仅仅是为了保证支付卖方的赔偿义务。应买方要求，卖方向买方提供令买方满意的保险证明和本条规定的保险范围和背书证明。卖方的保险覆盖范围不会是买方的唯一补救措施；相反，买方将有权获得其在衡平法或法律下可获得的所有补救措施。在向买方交付满意的保险证明和所需背书之前，保险将不被视为生效，保险证明和背书应包含要求保险公司在任何保单到期、终止或重大变更前至少三十（30）天通知买方的条款。卖方还应要求其所有分包商提供相同覆盖范围和限额的保险。

**(d) 独立承包商。** 双方同意，卖方在买方（或买方客户）的场所提供任何服务时，将是独立承包商，卖方或其任何负责人、合伙人、代理人或雇员均不是买方在任何目的下的法律代表，也没有权利或授权以任何方式（包括书面或其他方式）以买方的名义或代表买方承担或创建任何形式的明示或暗示的义务，卖方或其任何负责人、代理人或雇员均没有权利或资格参与买方为其雇员提供的任何福利计划。

**(e) 卖方人员的授权。** 根据采购协议提供服务的所有卖方雇员必须具备可在其提供服务的司法管辖区工作的权利或资格。

**13.赔偿。** 在法律允许的最大范围内，除非因买方的过失引起，卖方同意为买方及其管理人员、董事、股东、附属公司、子公司、雇员、代理人、客户和受让人进行辩护、赔偿、使其免受损害并补偿其因以下原因引起、与之相关或由其导致的所有索赔、诉讼、起诉、程序、损害、损失和费用（包括律师费）：(a) 卖方违反其在采购协议中作出的任何陈述、保证、证明、承诺或约定；(b) 卖方或其代理人或分包商在履行采购协议过程中存在的任何过失或故意不当行



agents or subcontractors in connection with performance under the Purchase Agreement; (c) any litigation, proceeding or claim by any third party relating to the obligations of Supplier under the Purchase Agreement; (d) any violation of law by Supplier, its employees, agents, affiliates, contractors or subcontractors; (e) Supplier's use, control, ownership, or operation of its business and facilities and (f) any actual or alleged claim that the Deliverables provided to Buyer, or that the operation, possession or use of the Deliverables, infringes upon any third party's intellectual property rights. In the event of an infringement of any third party's intellectual property rights by the Deliverables, Supplier at its own expense shall procure the right for Buyer to continue using the Deliverables, modify the Deliverables so that they become non-infringing without incurring a material diminution in function in Buyer's reasonable estimation or replace the Deliverables at no cost to Buyer with non-infringing substitutes provided that the substitutes do not entail a material diminution in function in Buyer's reasonable estimation. Supplier agrees to include this Indemnification provision in any subcontracts issued in connection with the Purchase Agreement.

**14. BUYER PROPERTY.** Unless Buyer otherwise agrees in writing, all tools, equipment, or other materials furnished to Supplier by Buyer or made, purchased, or otherwise obtained by Supplier at Buyer's expense are the personal property of Buyer ("Buyer Property") and Supplier waives any statutory or other rights to claim a lien on such Buyer Property.

Whenever practical, Supplier will adequately identify Buyer Property as such, maintain it in good condition, and safely store it separate and apart from Supplier's property. Supplier will not substitute any property for Buyer Property and will use such property only in fulfilling its obligations under the Purchase Agreement. While in Supplier's custody or control, Buyer Property will be held at Supplier's risk, kept insured by Supplier at Supplier's expense, and subject to removal at Buyer's request. Supplier is responsible for any loss, damage, or destruction of Buyer Property and any loss, damage or destruction of any third-party property resulting from Supplier's negligent use of Buyer Property. Buyer makes no representations and disclaims all warranties with respect to Buyer Property. Supplier is responsible for inspecting and determining that Buyer Property is in usable and acceptable condition. Supplier will participate in programs implemented by Buyer with respect to the condition and remaining life of Buyer Property, including, but not limited to, participation in programs related to Buyer's Tooling Asset Management System. Supplier agrees to provide Buyer updates in writing detailing the condition and remaining life of each piece of Buyer Property on an annual basis, at a minimum, unless more frequent updates are requested by Buyer. In addition to the foregoing, Supplier shall promptly notify Buyer of the occurrence of any event that materially affects the condition and/or remaining life of any Buyer Property.

**15. SET-OFF.** At any time, Buyer may set off any liability or amount owed by Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer under the Purchase Agreement.

**16. FORCE MAJEURE. (a) Definition.** Any non-performance or delay in performance of any obligation of the Parties under the Purchase Agreement will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Purchase Agreement that is beyond the reasonable control of the non-performing Party, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, accident, pandemic, epidemic, riot, acts of a governmental authority, and acts of God. In no event shall Supplier's ability to sell Deliverables at a better price or Supplier's economic hardship in buying or otherwise accessing raw materials necessary to manufacture Deliverables at a commercially reasonable price constitute Force Majeure.

**(b) Notice & Remedy.** If Buyer or Supplier is affected by Force Majeure, it will (i) provide notice to the other Party as soon as possible, but in any event no more than five (5) days following the occurrence of the Force Majeure event, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of Force Majeure, deliveries or acceptance of deliveries of Deliverables that have been suspended will not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under the Purchase Agreement, Buyer will have the right to purchase Deliverables from other sources during the period of Force

为; (c) 任何第三方就卖方在采购协议下的义务提起的任何诉讼、程序或索赔; (d) 卖方、其雇员、代理人、附属公司、承包商或分包商的任何违法行为; (e) 卖方对其业务和设施的使用、控制、所有权或运营; 以及 (f) 任何实际或声称的关于提供给买方的交付物或交付物的操作、占有或使用侵犯任何第三方知识产权的索赔。在交付物侵犯任何第三方知识产权的情况下, 卖方应自费为买方取得继续使用交付物的权利, 修改交付物使其不再侵权且在买方合理估计下不导致功能的实质性减少, 或以不侵权的替代品替换交付物且不向买方收取费用, 前提是替代品在买方合理估计下不导致功能的实质性减少。卖方同意在与采购协议相关的任何分包合同中包含此赔偿条款。

**14. 买方财产。**除非买方另有书面同意, 所有由买方提供给卖方的工具、设备或其他材料, 或在买方支付费用的情况下由卖方制造、购买或以其他方式获得的物品, 均为买方的财产 ("买方财产"), 卖方放弃对该买方财产主张留置权的任何法定或其他权利。在实际可行的情况下, 卖方应充分识别买方财产, 保持其良好状态, 并将其与卖方的财产分开安全存放。卖方不得用任何财产替代买方财产, 并且仅在履行采购协议项下的义务时使用该财产。在卖方的保管或控制下, 买方财产将由卖方承担风险, 卖方自费为其投保, 并应根据买方的要求随时移除。卖方对买方财产的任何损失、损坏或毁坏, 以及因卖方对买方财产的疏忽使用而导致的任何第三方财产的损失、损坏或毁坏负责。买方对买方财产不作任何陈述, 也不提供任何保证。卖方有责任检查并确定买方财产是否处于可用和可接受的状态。卖方将参与买方实施的关于买方财产状态和剩余寿命的计划, 包括但不限于参与与买方工具资产管理系统相关的计划。卖方同意至少每年一次向买方提供书面更新, 详细说明每件买方财产的状态和剩余寿命, 除非买方要求更频繁的更新。除此之外, 卖方应及时通知买方任何对任何买方财产的状态和/或剩余寿命产生重大影响的事件。

**15. 抵销。**买方可以在任何时候将卖方对买方或其任何关联公司所负的任何责任或金额, 抵销买方在采购协议下任何时候的应付款项。

**16. 不可抗力. (a) 定义。**如果一方因“不可抗力”原因导致在采购协议下未履行任何义务或发生延迟履行, 该方将在此原因范围内被免除责任。“不可抗力”是指任何超出未履行方合理控制范围且通过尽职尽责的行动无法克服的原因, 包括但不限于火灾、洪水、破坏、船难、禁运、爆炸、事故、流行病、疫情、骚乱、政府当局的行为和天灾。在任何情况下, 卖方能够以更好的价格出售交付物或卖方在以商业上合理的价格购买或以其他方式获取制造交付物所需的原材料方面存在经济困难的情形均不构成不可抗力。

**(b) 通知与补救。**如果买方或卖方受到不可抗力的影响, 应 (i) 尽快向另一方提供通知, 但无论如何不得超过不可抗力事件发生后的五 (5) 天, 说明详细情况和预期的不可抗力持续时间, 并且 (ii) 如果合理可行, 尽最大努力补救中断或延迟。在不可抗力的情况下, 暂停的交付或接受交付的交付物在恢复履行时不需要补交, 并且在采购协议未另行允许的范围内, 买方有权在不可抗力期间从其他来源购买交付物; 但是, 如果买方在不可抗力期间无法从其他来源购买交付物, 卖方应尽商业上合理的努力在恢复履行后迅速补交暂停的交付。如果不可抗力持续超过六十 (60) 天, 未声明不可抗力的一方可以书面通知终止采购协议, 且不承担任何责任。

Majeure; provided, however, if Buyer is unable to purchase Deliverables from other sources during the period of Force Majeure, Supplier shall use commercially reasonable efforts to promptly make up the suspended deliveries upon resumption of performance. If a Force Majeure extends for more than sixty (60) days, the Purchase Agreement may be terminated upon written notice by the Party not declaring Force Majeure without any liability on its part.

**(c) Allocations.** If a Force Majeure compels Supplier to allocate deliveries of Deliverables, Supplier will (i) provide Buyer with prompt written notice, but in any event, no more than five (5) days following the occurrence of the Force Majeure event, and any other information requested by Buyer related to the estimated allocation made available for Buyer, and (ii) make such allocation in a manner that ensures Buyer at least the same proportion of Supplier's total output as was purchased by Buyer prior to the Force Majeure. Supplier will use best efforts to source Deliverables or other items, at Supplier's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates. Unless otherwise provided by Buyer in writing, neither Buyer's acceptance of Supplier's allocation nor Buyer's failure to respond to Supplier's written allocation notice shall result in a termination or other modification of the ordered quantities.

**17. TERMINATION. (a) Termination for Convenience.** Buyer may terminate for convenience, by written notice to Supplier, its purchase of any quantity of Deliverables prior to the delivery thereof. If terminating for convenience and Supplier is unable to sell the Deliverables to any third party, Buyer will pay Supplier termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered Deliverables prior to the date of Buyer's termination notice, provided Supplier takes all steps reasonably necessary to mitigate such costs and notifies Buyer of the actual termination charges within thirty (30) days of Buyer's notice of termination.

**(b) Termination for Cause.** Buyer or Supplier may terminate the Purchase Agreement or any purchase order thereunder upon thirty (30) days' prior written notice if the other Party breaches any material term thereof or files for bankruptcy. During such notice period, the Party in default may cure its default and thereby abate the termination. In the event Supplier is noncompliant with Sections 7, 8 or 9 above, Buyer shall have the right to immediately terminate the Purchase Agreement or any purchase order thereunder, without further compensation to Supplier and without Supplier's ability to abate the termination. In addition, Supplier shall compensate Buyer for any damages suffered by Buyer as a result of Supplier's breach of Sections 7, 8 or 9 above. After receipt of a notice of termination, Supplier shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete a continued portion of the Purchase Agreement; and (iii) terminate all subcontracts to the extent that they relate to the work terminated. In addition, Buyer may procure substitute Deliverables and Supplier will be liable to Buyer for any costs incurred by Buyer to secure the substitute Deliverables. The termination charges set forth in Section 17(a) above shall not apply under this Section 17(b).

**18. ACCESS AND AUDIT.** In order to assess Supplier's work quality and compliance with the Purchase Agreement, Supplier will permit Buyer reasonable access to (i) all locations where work is performed in connection with the Deliverables provided for in the Purchase Agreement, and (ii) Supplier's books and records relating to the Purchase Agreement. Supplier will provide Buyer, or Buyer's designated third-party risk assessment partner, with unrestricted access to audited financial statements for a period of the most recent three (3) years (unaudited financials will be accepted only when not required by the relevant local regulations in the country of operations), plus proforma financials for the current year. Upon Buyer's request, Supplier's management will also be available to provide context on the financial information shared.

**19. PERSONAL DATA; DATA PROTECTION LAWS AND OBLIGATIONS. (a) Processing Personal Data.** In the context of the performance of the Purchase Agreement, either Party ("Data Recipient") may process personal data relating to the other Party's ("Data Provider") (i) vendors, (ii) customers, (iii) employees, or (iv) agents, directors or other individuals that are not employees ("Personal Data"). Such provision of Personal Data shall constitute an exchange from one controller to another controller. The Parties shall each, as a controller for their own purposes, process any Personal Data in compliance with applicable laws regarding

**(c) 分配。**如果不可抗力迫使卖方分配交付物，卖方应 (i) 向买方提供及时的书面通知，但无论如何不得超过不可抗力事件发生后的五（5）天，并提供买方要求的与预计分配给买方的数量相关的任何其他信息，以及 (ii) 以确保至少按照与不可抗力发生前买方购买量在卖方总产量中的占比相同的比例向买方进行分配。卖方应尽最大努力从其自身或其关联公司的全球运营或市场中采购交付物或其他物品，费用由卖方承担，以满足买方的交付日期要求。除非买方另有书面规定，买方接受卖方的分配或买方未对卖方的书面分配通知作出回应均不应导致解除的后果或订购数量的修改。

**17. 终止。 (a) 无理由终止。**买方可以通过书面通知卖方，在交付任何数量的交付物之前，无需任何原因终止其购买。如果因此终止且卖方无法将交付物出售给任何第三方，买方将支付卖方终止费用，该费用等于在买方终止通知日期之前已订购交付物所产生的材料和人工成本（且无法被其他方式降低的），前提是卖方采取所有合理必要的步骤以降低这些成本，并在买方终止通知后的三十（30）天内通知买方实际的终止费用。

**(b) 因故终止。**如果另一方违反了这些条款中的任何重要条款或申请破产，买方或卖方可以在提前三十（30）天书面通知后终止采购协议或其下的任何采购订单。在此通知期间，违约方可以纠正其违约行为，从而阻止终止的发生。如果卖方不遵守上述第 7、8 或 9 条，买方有权立即终止采购协议或其下的任何采购订单，无需向卖方进一步赔偿，且卖方无权阻止终止的发生。此外，卖方应赔偿买方因卖方违反上述第 7、8 或 9 条而遭受的任何损失。在收到终止通知后，卖方应立即：(i) 按照通知中的指示停止工作；(ii) 不再为材料、服务或设施签订任何分包合同或发出任何采购订单，除非是为了完成采购协议的继续部分所必需的；以及 (iii) 终止所有与被终止工作相关的分包合同。此外，买方可以采购替代交付物，卖方将承担买方为获取替代交付物而产生的任何费用。上述第 17(a)条规定的终止费用不适用于本第 17(b)条。

**18. 获取途径和审计。**为了评估卖方的工作质量和对采购协议的履约情况，卖方将允许买方合理地 (i) 进入与采购协议中交付物相关的所有工作地点，以及 (ii) 访问卖方与采购协议相关的账簿和记录。卖方将向买方或买方指定的第三方风险评估合作伙伴提供最近三（3）年的审计财务报表（只有在运营所在国家的相关地方法规不要求审计财务报表的情况下，方可接受未经审计的财务报表）和当前年度预估财务报表的无限制访问权限。应买方要求，卖方的管理层也将提供共享财务信息的背景说明。

**19. 个人数据；数据保护法律和义务。 (a) 处理个人数据。**在履行采购协议的情形下，一方（“数据接收方”）可能会处理与另一方（“数据提供方”）的 (i) 供应商、(ii) 客户、(iii) 员工或 (iv) 代理、董事或其他非员工个人相关的个人数据（“个人数据”）。此类个人数据的提供应构成从一个控制者到另一个控制者的交换。双方应各自作为其自身目的的控制者，按照适用的个人数据处理法律处理任何个人数据。此外，数据接收方同意，其及其员工、代理和任何法律地位的承包

the processing of Personal Data. Furthermore, the Data Recipient agrees that it as well as its employees, agents and contractors of any legal status, including but not limited to individuals, partnerships and corporations ("Agents") will not use Personal Data for any purpose other than the fulfillment of the Purchase Agreement and will not retain the Personal Data for longer than necessary. The Data Recipient and its Agents to whom Personal Data are provided shall maintain appropriate technical, organizational and security measures for the protection of Personal Data.

**(b) Data Privacy Incidents.** The Data Recipient agrees to immediately report to the Data Provider any known or suspected (i) unauthorized access to the Personal Data, (ii) loss or theft of the Personal Data, and (iii) use or disclosure of Personal Data that violates the terms of the Purchase Agreement. The Data Recipient will mitigate, to the extent practicable, any harmful effects of any such events known to it or its Agents and cooperate with the Data Provider in providing any notices regarding such events which the Data Provider deems appropriate.

**(c) Supplier's Personal Data.** Personal Data of Supplier may be processed by Buyer for legitimate business reasons such as placing purchase orders, invoice processing and payments, internal marketing research, safety and performance management, administration of financial and sales data, contacting Supplier, website management, providing marketing information on products and services and events that may interest suppliers (with consent of individuals for direct marketing where legally required) as well as for general supplier administration. Buyer will keep the Personal Data as long as necessary for the purposes of the processing for the entire duration of the contractual relationship between Buyer and Supplier and a necessary period thereafter, except if Buyer has to process it further under a legal obligation or in case of a dispute or legal procedure. Personal Data of Supplier may be transferred to Buyer entities worldwide or to third parties worldwide providing services to Buyer (such as data hosting services) for the same purposes. When transfers of Personal Data from the European Union (EU) occur, Buyer uses the appropriate legal mechanism, including standard contractual clauses. When working with other parties outside the EU, Buyer ensures adequate personal data protection via the applicable third-party requirements. By entering into the Purchase Agreement with Buyer, Supplier confirms that it is entitled to provide Buyer with this Personal Data in view of the use and transfer of Personal Data for these purposes, including that Supplier has obtained the necessary consents of data subjects where required. In situations where either Party would, as a processor, process Personal Data on behalf of the other (as controller), they will enter into a data processing agreement in conformity with applicable law, including the General Data Protection Regulation, where applicable. To obtain complete information on Buyer's privacy policy, please refer to [https://www.tranetechnologies.cn/zh\\_cn/index/privacy-policy/Chinaprivacypolicy.html](https://www.tranetechnologies.cn/zh_cn/index/privacy-policy/Chinaprivacypolicy.html).

**(d) Data Protection Laws and Obligations.** Supplier should ensure that it has the right to provide data (including but not limited to Personal Data, location or other company information, financial data, data generated from or related to receiving/using Deliverables, etc.) to Buyer and that such data is not subject to any prior rights restrictions (such as but not limited to state secrets, intellectual property, trade secrets, confidential information, etc.), and does not infringe upon any third-party rights. Supplier undertakes that such data provided to Buyer will not violate any data protection laws or result in Buyer bearing additional data protection legal obligations.

**20. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY.** Supplier will have in place and shall comply with, a security and crisis management policy that, at a minimum, provides for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials. Buyer reserves the right to request information in connection with such policy, including a copy of such policy, conduct on-site audits of Supplier's facilities and practices to determine whether such policy and Supplier's implementation of such policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Supplier's security and crisis management policy and/or such policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have forty-five (45) days thereafter to make such policy changes and take the implementation actions reasonably requested by Buyer. All costs associated with development and implementation of Supplier's security

商, 包括但不限于个人、合伙企业 and 公司 ("代理") 将不会将个人数据用于履行采购协议以外的任何目的, 也不会保留个人数据超过必要的时间。数据接收方及其获得个人数据的代理应为个人数据的保护维持适当的技术、组织和安全措施。

**(b) 数据隐私事件。** 数据接收方同意立即向数据提供方报告任何已知或疑似的 (i) 未经授权访问个人数据, (ii) 个人数据的丢失或盗窃, 以及 (iii) 违反采购协议条款的个人数据使用或披露。数据接收方将尽其所能减轻其或其代理已知的任何此类事件的有害影响, 并与数据提供方合作, 提供数据提供方认为适当的关于此类事件的通知。

**(c) 卖方的个人数据。** 买方可能会出于合法的商业原因处理卖方的个人数据, 例如如下订单、处理发票和付款、内部市场研究、安全和绩效管理、财务和销售数据管理、联系卖方、网站管理、提供可能对供应商感兴趣的产品和服务及活动的营销信息 (在法律要求的情况下, 需获得针对直接营销的个人同意) 以及一般的供应商管理。买方将在买卖双方合同关系的整个期间以及之后的必要时间内为处理之必要保留个人数据, 除非买方因法律义务或争议或法律程序需要进一步处理个人数据。卖方的个人数据可能会出于相同的目的转移给全球范围内的买方实体或向买方提供服务的全球第三方 (例如数据托管服务)。当发生从欧盟 (EU) 转移个人数据时, 买方使用适当的法律机制, 包括标准合同条款。当与欧盟以外的其他方合作时, 买方通过适用的第三方要求确保充分的个人数据保护。通过与买方签订采购协议, 卖方确认其有权向买方提供这些个人数据, 以便出于这些目的使用和转移个人数据, 包括卖方已获得必要的主体同意 (如需)。在任何一方作为处理者代表另一方 (作为控制者) 处理个人数据的情况下, 他们将根据适用法律 (包括适用的《通用数据保护条例》) 签订数据处理协议。要获取有关买方隐私政策的完整信息, 请访问 [https://www.tranetechnologies.cn/zh\\_cn/index/privacy-policy/Chinaprivacypolicy.html](https://www.tranetechnologies.cn/zh_cn/index/privacy-policy/Chinaprivacypolicy.html)。

**(d) 数据保护法律和义务。** 卖方应确保其有权向买方提供数据 (包括但不限于个人数据、地址或其他公司信息、财务数据、接收或使用交付物产生的或与之相关的数据等), 并且该数据不受任何先前权利限制 (例如但不限于国家机密、知识产权、商业秘密、机密信息等), 且不侵犯任何第三方权利。卖方承诺, 向买方提供的这些数据不会违反任何数据保护法律或导致买方承担额外的数据保护法律义务。

**20. 卖方安全和危机管理政策。** 卖方应制定并遵守安全和危机管理政策, 该政策至少应包括确保所有货物的物理完整性和安全性, 以防止有害或危险材料的未经授权引入的措施。买方保留要求提供与该政策相关的信息 (包括该政策的副本)、对卖方设施和实践进行现场审计的权利, 以确定该政策及其实施是否合理充分地保护买方的利益。如果买方合理地认为卖方的安全和危机管理政策及/或其实施不足以保护买方的财产和利益, 买方可将其观点通知卖方。在收到此类通知后, 卖方应在四十五 (45) 天内修订其政策并采取买方合理要求的实施措施。与制定和实施卖方的安全和危机管理政策及买方建议相关的所有费用均由卖方承担。



and crisis management policy and Buyer's recommendations thereto shall be borne by Supplier.

**21. DOING BUSINESS WITH US. (a) Ethical Business Conduct.** Supplier acknowledges and agrees to comply with Buyer's Business Partner Code of Conduct ("BPCOC"), which is located at: <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/bpcoc.html>, as it may be amended by Buyer from time to time. THE BPCOC IS INCORPORATED HEREIN BY REFERENCE. Additionally, Supplier shall take all reasonable steps necessary to ensure that its suppliers and subcontractors comply with the BPCOC. Supplier's failure to comply with the BPCOC may result in immediate termination of Buyer's purchase commitments without any penalty or cost to Buyer.

**(b) Supplier Invoice Standard Requirements.** Supplier shall: (i) comply with Buyer's Supplier Invoice Standard Requirements, which are INCORPORATED HEREIN BY REFERENCE and available at <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/supplier-invoice-standardrequirements.html>, as they may be amended by Buyer from time to time; and (ii) use any method specified by Buyer for processing business transactions (including, without limitation, Electronic Funds Transfer, Evaluated Receipts Settlement, Pay-on-Receipt processes/systems, warranty management systems, EDI, and iSupplier portal).

**(c) Supplier Sustainability Expectations.** Supplier acknowledges and agrees to comply with Buyer's Supplier Sustainability Expectations, which are INCORPORATED HEREIN BY REFERENCE and available at: <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/supplier-sustainability.html>, as they may be amended by Buyer from time to time.

**22. NO USE OF BUYER MARKS.** Supplier shall not use Buyer's names, logos, domain names, service marks, trademarks, marketing collateral and/or other proprietary rights ("Buyer Marks") for any purpose or in any manner, including but not limited to, use on Deliverables and in advertising and press releases, without Buyer's prior written consent. Supplier acknowledges and agrees that Buyer shall retain sole and exclusive ownership of all Buyer Marks and all goodwill and rights related thereto throughout the world. Any and all logos, slogans, trademarks, service marks, marketing collateral, design or graphics developed or created by Supplier hereunder shall be considered Buyer Marks and be assigned by Supplier to Buyer pursuant to Section 9. Supplier agrees that it shall do nothing inconsistent with this ownership and that any use of Buyer Marks by Supplier shall inure to the benefit of Buyer. Any permitted use by Supplier of Buyer Marks shall be done with strict adherence to the most recent written guidelines provided by Buyer to Supplier. Supplier shall submit the proposed use of any Buyer Marks to Buyer for Buyer's prior written approval in each instance.

**23. NOTICE OF SECURITY INCIDENT.** Upon becoming aware of a Security Incident, Supplier shall contact Buyer immediately but under no circumstances later than 24 hours after becoming aware of such Security Incident. "Security Incident" means any instance where any Supplier personnel becomes aware of any incident or action which may potentially, or has actually, compromised the security of any Content, including an actual security breach. "Content" means any information regardless of the form in which it is transmitted or communicated including but not limited to: (a) Deliverables; (b) any and all technical information relating to the design, operation, testing, development, and manufacture of any Party's services (including, but not limited to: services specifications and documentation; engineering, design, and manufacturing drawings, diagrams, and illustrations; assembly code, software, firmware, programming data, databases, and all information referred to in the same); services costs, margins and pricing; and services marketing studies and strategies; (c) information, documents and materials relating to the Party's financial condition, management and other business conditions, prospects, plans, procedures, customers, suppliers, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (d) any information designated as pertaining to a trade secret or patentable invention; (e) all data, information, documents, materials, trademarks, trade names, service marks, logos and other proprietary designations entered, uploaded, or inputted by Buyer and/or its employees, agents, contractors and/or representatives in connection with the use of any Deliverable, whether belonging to Buyer or a third party; and/or (f) Buyer's Confidential Information. Supplier shall notify Buyer by emailing

**21. 与我们做生意。(a) 道德商业行为。** 卖方承认并同意遵守买方的业务合作伙伴行为准则 ("BPCOC"), 该准则位于: <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/bpcoc.html>, 并可能由买方不时修订。BPCOC 通过引用并入这些条款。此外, 卖方应采取所有必要的合理步骤, 确保其供应商和分包商遵守 BPCOC。卖方未能遵守 BPCOC 可能导致买方立即终止采购承诺, 且不对买方产生任何处罚或费用。

**(b) 卖方发票标准要求。** 卖方应: (i) 遵守买方的卖方发票标准要求, 该要求通过引用并入这些条款, 这些要求位于: <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/supplier-invoice-standardrequirements.html>, 并可能由买方不时修订; 以及 (ii) 使用买方指定的任何方法处理业务交易 (包括但不限于电子资金转账、评估收据结算、按收据付款的流程/系统、保修管理系统、EDI 和 iSupplier)。

**(c) 卖方可持续性期望。** 卖方承认并同意遵守买方的卖方可持续性期望, 该期望通过引用并入这些条款, 该期望位于: <https://www.tranetechnologies.com/en/index/company/doing-business-with-us/supplier-sustainability.html>, 并可能由买方不时修订。

**22. 不得使用买方标识。** 未经买方事先书面同意, 卖方不得以任何目的或任何方式使用买方的名称、标识、域名、服务标记、商标、营销材料和/或其他专有权利 ("买方标识"), 包括但不限于在交付物上使用以及在广告和新闻稿中使用。卖方承认并同意, 买方应在全球范围内保留所有买方标识及相关商誉和权利的唯一和排他性所有权。卖方在此开发或创建的任何和所有标识、口号、商标、服务标记、营销材料、设计或图形应被视为买方标识, 并根据第 9 条由卖方转让给买方。卖方同意其不得做任何与此所有权不一致的事情, 并且卖方对买方标识的任何使用应使买方受益。卖方对买方标识的任何允许使用应严格遵守买方向卖方提供的最新书面指示。卖方每次拟使用任何买方标识, 都应向买方提交申请以获得买方的事先书面批准。

**23. 安全事件通知。** 卖方在知悉安全事件后应立即联系买方, 且在任何情况下不得晚于知悉该安全事件后的 24 小时内。"安全事件"是指任何卖方人员知悉任何可能或实际危及任何内容安全的事件或行为, 包括实际的安全漏洞。"内容"是指任何形式传输或交流的信息, 包括但不限于: (a) 交付物; (b) 与任何一方服务的设计、操作、测试、开发和制造相关的任何及所有技术信息 (包括但不限于: 服务规范和文档; 工程、设计和制造图纸、图表和插图; 汇编代码、软件、固件、编程数据、数据库以及所有相关信息); 服务成本、利润和定价; 以及服务市场研究和策略; (c) 与一方的财务状况、管理和其他业务状况、前景、计划、程序、客户、供应商、基础设施、安全、信息技术程序和系统以及其他业务或运营事务相关的信息、文件和材料; (d) 任何被指定为商业秘密或可申请专利的发明的信息; (e) 买方及/或其员工、代理、承包商和/或代表在使用任何交付物时输入、上传或录入的所有数据、信息、文件、材料、商标、商品名称、服务标记、标识和其他专有标识, 无论其属于买方或第三方; 和/或 (f) 买方的保密信息。卖方应通过发送电子邮件至 [cybersecurityresponse@tranetechnologies.com](mailto:cybersecurityresponse@tranetechnologies.com) 通知买方, 除非买方提供了其他通知方式。卖方应根据买方的要求合理配合买方, 以减轻安全事件的影响。



[cybersecurityresponse@tranetechnologies.com](mailto:cybersecurityresponse@tranetechnologies.com) unless other notification means have been provided by Buyer. Supplier shall reasonably cooperate with Buyer at Buyer's request in order to mitigate the impact of the Security Incident.

**24. SEVERABILITY.** If any provision of the Purchase Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from the Purchase Agreement; the remaining provisions will remain in full force and effect, and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

**25. SURVIVAL.** The provisions of the Purchase Agreement, which by their nature are intended to survive termination, cancellation, completion or expiration of the Purchase Agreement (for example, Section 1(d) Governing Law, Section 1(f) Spare and Replacement Parts, Section 5 Warranties, Section 8 Confidential Information, Section 9 Intellectual Property, Section 13 Indemnification, Section 14 Buyer's Property, Section 19 Personal Data; Data Protection Laws and Obligations, Section 22 No Use of Buyer Marks, Section 23 Notice of Security Incident), shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration.

**26. Language.** Purchase Agreement is written in English and Chinese. In case of any discrepancy, the English text prevails.

**24. 可分割性。**如果采购协议的任何条款被有管辖权的法院认定为非法、无效或不可执行，则该条款将从采购协议中删除；其余条款将继续完全有效，并且将以类似的合法、有效和可执行的条款替代被删除的条款。

**25. 存续。**采购协议中根据其性质旨在在协议终止、取消、完成或到期后继续有效的条款（例如，第 1(d)条 管辖法律、第 1(f)条 备件和替换件、第 5 条 保证、第 8 条 保密信息、第 9 条 知识产权、第 13 条 赔偿、第 14 条 买方财产、第 19 条 个人数据；数据保护法律和义务、第 22 条 不得使用买方标识、第 23 条 安全事件通知），在任何上述终止、取消、完成或到期后，仍将继续作为双方有效和可执行的义务。

**26. 语言。**采购协议以中英文书就。如有出入，以英文为准。