

PURCHASE ORDER TERMS AND CONDITIONS

采购订单条款和条件

"Buyer" means a company of Ingersoll Rand group or its affiliated companies issuing purchase order(s) to Seller. "Seller" means the party selling the applicable products or services to Buyer. By selling products or services to Buyer, Seller confirms that the following terms and conditions apply to Buyer's purchases. Any modifications must be in writing and signed by Buyer. References to "products" include items specifically provided for in the Purchase Agreement (as defined below) or incorporated in services Buyer purchases from Seller.

1. TERMS AND CONDITIONS OF PURCHASE. (a) Any products or services Buyer purchases from Seller by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Seller already has a fully signed purchase agreement currently in effect with Buyer, then the terms of that agreement, together with any terms and conditions of this purchase order and any subsequent purchase orders issued hereunder not in conflict with that agreement, constitute the complete agreement; and (ii) if Seller does not already have a fully signed purchase agreement with Buyer, then the terms and conditions of this purchase order and any subsequent purchase orders issued hereunder constitute the complete agreement. The complete agreement as stated hereinabove shall be referred to as the "Purchase Agreement". No other terms or conditions including, without limitation, Supplier's standard printed terms and conditions, whether printed on Supplier's proposal, order acknowledgement, invoice or otherwise, will have any application to any purchase between Buyer and Supplier unless specifically accepted in writing by Buyer.

(b) Seller may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Seller does so, the assignment or subcontract will be void.

(c) **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 which 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.

(d) **Spare and Replacement Parts.** In return for Buyer agreeing to enter into the Purchase Agreement, Seller 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, including those which become obsolete during the term of such Purchase Agreement, at the lowest price at which Seller 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) 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 2010) at a facility specified by Buyer. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

(b) Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services.

(c) Unless otherwise provided elsewhere in the Purchase Agreement, 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. Buyer may, at its option, make payment by check, bank transfer payable to a designated EFT or wire address.

(d) Seller warrants that it is selling 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 products or services of the

“买方”是指向卖方发出采购订单的隶属于英格索兰集团的公司或其关联公司。“卖方”是指向买方销售有关产品或者服务的一方。卖方以向买方销售产品或者服务的方式确认以下条款和条件适用于买方的采购。任何修改必须以书面形式做出且经买方签署。下述所指“产品”包括采购协议（定义见下方）中约定的物品或并入买方从卖方处所采购的服务的物品。

1. 采购条款和条件。 (a) 下述规定适用于买方通过电子、电话、纸质或其他传输形式从卖方处采购的任何产品或服务：(i) 如果买方和卖方已经签署现行有效的采购协议，则该采购协议的条款和条件、本采购订单的任何条款和条件以及此后所下各订单中与前述采购协议不存在冲突的条款和条件共同组成完整的协议；以及(ii) 如果买方和卖方还未签署采购协议，则本采购订单的条款和条件以及此后所下各订单的条款和条件共同组成完整的协议。上述完整的协议为“采购协议”。其他任何条款和条件，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，都不适用于买卖双方之间的任何采购，除非买方书面特别接受。

(b) 未经买方事先书面许可，卖方不可转移/转派或转包/分包采购协议下的义务；如果卖方如此做，该转移/转派或转包/分包无效。

(c) **预测。** 买方可向卖方提供对交付物未来需求之预测。卖方承诺该等预测，包括但不限于年度评估量，仅用于提供信息之目的并且受各种不断变化因素影响。关于该等预测（包括但不限于就预测的精确性与完整性），买方不做任何明示或暗示性质的陈述、担保、保证或承诺。

(d) **备件和替换件。** 作为对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）年内有权选择以买方出售有关零部件的最低价购买任何交付物的零部件（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（如适用）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) 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增长；和(iii) 在买方指定的地点完税后交货(DDP at a facility specified by Buyer) (2010年国际贸易术语解释通则/INCOTERMS 2010)。除非买方书面特别同意，不允许收取其他任何额外的费用。

(b) 除法律禁止，卖方将在发票上分开标明与产品或服务的销售或交付有关的税款。

(c) 除非采购协议另有规定，付款期限为在买方收到合格发票和相关交付物之日起满75天后的最近一个预定的每月两次的付款日予以付款。买方可自行决定以支票或银行转账方式付给指定的 EFT 或电汇地址。

(d) 卖方保证，其卖给买方的价格以及相关的条款条件是其提供给购买采购协议下相同或类似品质的产品或服务的任何买家中最低的价格以及最优惠的条款和条件（包括但不限于数量、质量和/或付款条款）。在采购协议期限内，如果卖方以比采购协议更低的价格或者基

same or similar quality to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Seller makes an offer to sell any such products or services 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, then an equivalent reduction or modification of terms will apply to all products or services purchased thereafter for the balance of the term of the Purchase Agreement.

(e) If at any time during the term of the Purchase Agreement:

(i) a third party makes a competitive offer to sell products or services 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"), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof. Seller'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 Seller specifically notifies Buyer thereof.

(ii) Buyer anticipates that it may receive a competitive offer from a third party to sell products or services on Favorable Terms through an internet web based trading platform (an "On-Line Offer"), and Seller is provided with a written invitation to participate in the applicable on-line event that may result in an On-Line Offer at least seven (7) days prior thereto, then Seller will meet, or not meet, the Favorable Terms of the On-Line Offer during the on-line event. Seller's failure to meet such Favorable Terms during the on-line event shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof.

If Buyer is obligated under the Purchase Agreement to buy certain quantities of products or services from Seller and Seller does not meet the Favorable Terms as provided in clauses (i) or (ii) above, Buyer will be released from its obligations to Seller, if any, with respect to any quantities of products or services available from the third party on such Favorable Terms.

(f) 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 Seller) imposed as a result of the sale of products or services. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.

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

3. TRANSPORTATION; DELIVERY. (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will promptly notify Buyer in writing if Seller 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 Seller fails to meet a required delivery date, Buyer may procure replacement products or services. Seller will be responsible for all costs incurred by Buyer as a result of early or late deliveries. If Seller has to use premium freight, Seller will notify Buyer in writing of the type and monetary value of the premium freight used (for Buyer's records).

(b) Unless otherwise provided elsewhere in the Purchase Agreement, delivery will occur, and title and risk of loss will transfer, when: (i) with respect to product not incorporated into services, upon delivery to and acceptance by, Buyer and (ii) with respect to product incorporated into services, the completed services have been accepted by Buyer.

4. INSPECTION. Buyer may inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing

于一个或数个比采购协议更优惠的条款和条件将该类产品或服务出售给任何第三方的, 则对于在采购协议剩余期限内所采购的所有产品或服务适用同等的降价及修改后的条款和条件。

(e) 如果在采购协议有效期内任何时候:

(i) 第三方以比采购协议下的更有利于买方的一个或数个条款和条件 (包括价格、数量、质量和/或付款条款) 向买方发出销售产品或者服务的有竞争力的要约 (简称 "有利条款"), 则卖方在收到买方通知之日起十四 (14) 日内满足该等有利条款的或者通知买方它不会满足有利条款。如果卖方在十四 (14) 日内未满足该等有利条款的, 则将视卖方决定不实施有利条款要求, 无论卖方是否特别告知买方。

(ii) 买方预见到会通过网上交易平台收到来自第三方的提供有利条款且具竞争力之要约以销售产品或服务 (以下称 "线上要约"), 则买方至少在举办有关可能产生线上要约的线上活动的七 (7) 天前书面邀请卖方来参加该等活动, 然后卖方在线上活动中决定满足或者不满足线上要约的有利条款。卖方在线上活动中不满足上述有利条款将被视为决定不提供有利条款, 无论卖方是否特别通知买方。

如果在采购协议下买方有义务从卖方处采购一定数量的产品或服务的且此时卖方未根据上述 (i) 或 (ii) 条的规定满足有利条款的, 在自第三方处基于有利条款可获得的产品或服务的任何数量范围内, 买方将免除该等对卖方的义务。

(f) 买方应承担所有基于产品或服务的销售而所征收的与销售、使用或类似环节/目的相关的税负 (不包括以卖方的净收益、净价值或收入总额为基础的税负)。在通知卖方情况下, 买方可在法律允许的情况下直接支付税款给税务机关。卖方应将应由买方承担的税负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经被适当授权以收取买方所应支付的税款。

(g) 如果采购协议要求买方从卖方处购买一定比例的产品, 则在确定买方需求/要求时, 应当排除从第三方处采购来的合格产品的合理数量, 且该等采购能被买方用于商业生产和销售。

3. 运输; 交付。 (a) 交付时间是固定的, 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的, 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有关要求的交付日期。买方没有义务接收未在要求的交付日期之日所交之交付物。如果卖方无法在要求交货日期交货, 买方可以从第三方处采购替代产品或服务。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。如果卖方不得不使用超额运费, 卖方需将超额费用的类型和货币值书面通知买方 (以供买方记录)。

(b) 除非采购协议另有规定, 交付发生于, 且货物和风险损失转移点为: (i) 对于没有并入服务的产品, 经交付至买方并被买方接受之时; (ii) 对于并入服务的产品, 整项服务被买方接受之时。

4. 检验。 买方有权检验测试所有产品、服务以及卖方在为买方生产产品或服务时所使用的原料、设备和设施。卖方需要在交货后两

products or providing services for Buyer. Seller 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 products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.

5. WARRANTIES. (a) Seller warrants that all products and services will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) merchantable; (iv) free from defects; and (v) to the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose. Seller further warrants 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. 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 the final product, which durations are publically 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 the related Final Product is first placed into operation. If any products or services fail to conform to the above warranties Seller, at Buyer's option, will: (j) with respect to products, replace or repair the nonconforming products at Seller's cost; (ii) with respect to services, re-perform all services necessary to correct any such nonconformity at Seller's cost; or (iii) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.

(b) Any rights or remedies of Buyer set forth in the Purchase Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.

(c) 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 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 costs, expenses or damages.

6. ORDER CHANGES. Prior to shipment or completion, Buyer may request changes with respect to the products or services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Seller will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Seller will agree on any price adjustment before implementing any change.

7. COMPLIANCE WITH LAWS. General. All Deliverables supplied to Buyer shall comply with, and Seller 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, product content and labeling, including, without limitation, the U.S. Toxic Substances Control Act and applicable RoHS and REACH regulations, anti-bribery, anti-corruption laws, Conflict Mineral prohibition and Conflict Mineral disclosure requirements. Seller further agrees that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the production or provision of Deliverables. Delivery of any Deliverables shall constitute Seller's representation to Buyer that

(2) 年内维护被买方接受的同等检验检测系统和并保存所有检验检测数据及每批产品的发运样本。除非买方另有书面同意，就每批发运产品，卖方需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。 (a) 卖方保证所有产品和服务：(i) 无第三方任何主张；(ii) 严格遵照买方批准的规格、样品、图纸或描述；(iii) 适销的；(iv) 无瑕疵的；及 (v) 在买方需依靠卖方细化产品或者服务的范围内，满足产品/服务原定之目的。卖方进一步保证提供所有服务时将履行业内惯常所遵守的谨慎注意义务，且遵照业内最高标准。上述保证的保证期为下述较长者：i) 买方提供的与买方销售其最终产品有关的任何保证的保证期；该等保证期已公开，经书面要求，买方将提供影印本；该等保证期以援引方式纳入至采购协议；ii) 买方的最终产品第一次投入运作之日起的三十六 (36) 个月。如果任何产品或服务未能满足上述保证，卖方将根据买方的选择：(i) 如为产品，替换或者修复不合格产品，一切相关成本由卖方承担；(ii) 如为服务，重新履行为改正不合格之处所需的所有服务，一切相关成本由卖方承担；(iii) 或者退还不合格产品或服务的已付款项以及承担买方任何有关成本。上述保证和保证期同样适用于任何替换的产品或者服务。维修产品的保证期间将被延长以弥补完成维修所耗费的时间。若卖方在通知后的合理期间内未替换、修复或重新履约，则买方可以自行采取该等补救措施，但一切费用由卖方承担。

(b) 在采购协议下规定的买方的任何权利或救济并非排他的，买方同时拥有任何可适用的法律下的所有权利和救济。

(c) 召回和现场修复计划。任何时候如任何国家、州、省或市的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，卖方应根据买方的选择进行维修或替换相关的交付物，并对买方因此遭受的成本、费用或损害给予补偿/赔偿。

6. 修改订单。 在装货或完工前，买方可要求对提供的产品或服务进行更改，包括运送或包装方式变化，交货时间或地点变化，交货数量变化。卖方将迅速通知买方任何成本的增加或减少，且在实施变更前，买卖双方将同意任何价格调整。

7. 遵守法律。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、反贿赂法、反腐败法、冲突矿物禁令和冲突矿物披露要求，且卖方同意受上述之约束。卖方进一步同意，卖方及其任何分包商在生产或供给交付物的过程中不使用童工、奴隶、囚犯或任何其他强制性或非自愿的劳工，也不涉及虐待雇员或商业腐败行为。任何交付物的交付即构成卖方向买方表示已完全遵守所有适用的法律，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。

(a) 环境合规性。卖方应遵守 1) 所有适用的环境法律和条例，及 2) 买方网站上所列示的环境合规性准则，此等准则位于

there has been and will be full compliance with all applicable laws and, at Buyer's request, Seller shall certify in writing its compliance with the foregoing:

(a) **Environmental Compliance.** Seller shall comply with 1) all applicable environmental laws and regulations, and 2) the environmental compliance guidelines set forth on Buyer's website at <http://www.ingersollrand.com/supplier/environmental>, as it may be amended by Buyer from time to time. THESE COMPLIANCE GUIDELINES ARE INCORPORATED HEREIN BY REFERENCE. At Seller's request Buyer will mail Seller a hard copy.

(b) **Equal Employment Opportunity.** The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 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 11246 and 41 CFR § 60-4.3(a); 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 60-1.4(a), 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, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

(c) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7 above.

8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS.

(a) Seller will treat as confidential and not disclose any information received from Buyer in connection with the Purchase Agreement to any person not authorized by Buyer in writing to receive it. Seller will use such information only as necessary to fulfill its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Seller. Seller 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.

(b) All drawings, models, specifications and other documents and materials prepared by Seller specifically in connection with the products or services supplied under the Purchase Agreement will become Buyer's property and be delivered to Buyer, as part of the consideration of this Purchase Agreement, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Purchase Agreement or (ii) termination of the Purchase Agreement. Seller hereby assigns any and all rights that it has in and to all such documents and materials to Buyer.

(c) If a purchase order includes development services, such as the design of a unique product or modification of an existing Seller product, Seller grants to Buyer and its affiliates a perpetual, worldwide, paid-up, royalty free, nonexclusive license, with the right to sublicense, to make, have made, use, offer to sell, sell, export, and import all inventions or other results of Seller's development work that Seller conceives, develops, acquires, or reduces to practice in the course of performing work under the purchase order. Seller shall provide Buyer all documentation, information and other materials, including, without limitation, all drawings, prints, specifications, data, instructions and manuals related to such inventions or other results of Seller's development work, necessary for Buyer to receive the full benefit of the license.

<http://www.ingersollrand.com/supplier/environmental> 并由买方不时进行修订。此等合规性准则通过引用的方式纳入采购协议。经卖方请求, 买方会将合规性准则的有形副本邮寄给卖方。

(b) 平等就业机会。双方应遵守41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5 (a)下的所有美国的联邦平等就业机会义务以及29 CFR 第471部分, 子部A的附录A下的美国联邦劳动法义务。以下条款以引用方式纳入: 行政命令11246和41 CFR § 60-4.3(a); 行政命令11701和41 CFR §§ 60-250.5(a), 60-300.5; 行政命令11758和41 CFR § 60-741.5(a); 美国移民法, 包括2004 L-1 签证改革法案和2004H-1B签证改革法案; 行政命令13496。

双方需遵守41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a)的要求。这些规定禁止因老兵、残疾人的身份而对适格个人进行歧视, 禁止因种族、肤色、宗教、性别、性取向、性别认定或民族而歧视任何个人。此外, 这些规定要求所涉总承包商和转包商也应采取积极行动来雇佣和改进员工的雇佣/聘用, 无论种族、肤色、宗教、性别、民族、受保护的老兵或残疾人。

(c) 应买方要求, 卖方应不时向买方提供其合规(包括上述第7部分所列举的部分)的证明。

8. 保密信息; 文件和物料所有权。(a) 对从买方处收到的和采购协议相关的任何信息, 卖方将予以保密, 且不会披露给任何未经买方书面授权接收该等信息的任何人。卖方仅在必要时使用这些信息用于履行采购协议下的义务。在采购协议终止后, 卖方将向买方返还所有该等信息, 或根据买方决定让卖方销毁该等信息。卖方不得作出任何公告或将采购协议有关的任何信息披露给任何人或实体, 包括媒体或政府机关, 除非法律要求或获得买方事先书面允许。

(b) 作为本协议下对价的一部分, 所有卖方专门准备的与采购协议下的产品和服务有关的图纸、模型、规格以及其他文件和物料是买方财产, 卖方将于下述事件发生时交付前述各项给买方: (i) 完成、放弃或延期采购协议下产品或服务的交付; 或(ii) 采购协议终止。卖方将其对于该等文件和物料所拥有的任何和全部权利转让给买方。

(c) 如果一份采购订单包括开发服务, 例如一种独特产品的设计或卖方现有产品的改动, 卖方授权买方及其关联公司一项具有转许可权利的永久的、世界性的、已付的、免许可费的、非排他性的许可来制造、委托他人制造、使用、许诺销售、销售、出口、进口所有卖方在实施采购订单下的工作时的构思、开发、获得或实施的开发工作的发明或其他成果。卖方需向买方提供所有文件、信息和其他物料, 包括但不限于所有跟发明或开发成果相关的图纸、印刷品、说明、数据、指示或手册, 以便于买方获得许可的完整利益。

9. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents and warrants that the sale or use of the products or services provided to Buyer will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world. If any product, service, or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item or service, or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with any use of products or services provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates or customers.

10. QUALITY. (a) Seller will not change the manufacturing location, manufacturing process, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller will be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services.

(c) Quality Standards. Supplier shall comply with the quality standards, which are contained in the Buyer's global supplier quality manual which is available at <http://www.ingersollrand.com/supplier/quality>, as the manual may be amended by Buyer from time to time (the "Quality Standards"). THE QUALITY STANDARDS ARE INCORPORATED HEREIN BY REFERENCE. At Supplier's request Buyer will mail Supplier a hard copy. Buyer alone shall decide whether Quality Standards are being met. Supplier shall maintain and enforce all measures necessary to secure the quality of products and services and the manufacturing process thereof, including but not limited to quality control standards, inspection standards and specifications.

11. CUSTOMS AND TRADE. (a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. 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 Seller 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, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.

(b) Buyer shall have all rights to drawback of duty or taxes paid by Seller in its own country or in any third country where all or part of the work is executed. Seller waives any interest in or rights to such drawback and agrees to provide, 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 products or articles manufactured from products provided under the Purchase Agreement.

(c) Seller will accurately indicate the country of origin of the products provided under the Purchase Agreement on the customs invoice and other applicable documentation. Seller will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

9. 知识产权侵权。 卖方陈述并保证，销售向买方所供产品或服务或者使用该等产品或服务在全球范围内均不会侵犯任何专利、商标或版权或构成该等侵犯。如果任何产品、服务或其部分构成侵权，卖方将为买方获得使用该等产品或服务的许可，或以买方满意的方式替换或者修改，以避免侵权；前述任何补救措施的任何费用均由卖方承担。对于在生产、使用、准备、销售、交付或其他环节中使用卖方所供产品或服务，卖方在全球范围内均不得利用其任何专利或其他知识产权对买方或其关联公司或客户主张权利。

10. 质量。 (a) 在采购协议下，卖方不会改变生产地点、生产工艺流程、向买方交付的产品所使用的原料或原料成分，除非卖方在实施前述任何变更前至少提前九十(90)日书面通知买方有关变更且买方书面同意。若卖方没有遵守前述规定，则卖方对买方由此可能遭受的所有损失和损害承担赔偿责任。应买方要求，卖方将向买方提供进行所提议的修改后的产品之样品，以便买方在生产流程中进行测试。

(b) 卖方将参与与买方所实施的与产品及服务在生产和交付中质量相关的项目。

(c) 质量标准。卖方应遵守买方全球供货商质量手册中的质量标准，该质量手册位于<http://www.ingersollrand.com/supplier/quality>（该质量手册可被买方不时修改）（以下称“质量标准”）。质量标准以引用方式纳入采购协议。应卖方要求，买方将邮寄卖方一份影印副本。买方单方面决定是否达到质量标准。卖方应维持并实施必要措施来保证产品和服务的质量以及它们的生产工艺流程，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) 除非买方书面同意，买方不是产品进口环节中的一方。所有采购协议下的采购在进口后完成，价格涵盖所有关税和清关费用，卖方不得使得或允许买方的名称在任何清关文件上显示为“进口商(importer of record)”。任何情况下若买方同意成为该等进口商的，则卖方将提供所有在相关进口国通关所需所有信息。

(b) 对于卖方在其母国或部分/所有工作执行地所在国支付的关税或税款，买方有权获得有关退税。卖方放弃该退税的任何利益或权利，同意提供令买方、海关机构、税务部门和其他政府机构满意的进口和/或再出口证明材料，同时提供任何其他辅助文件以使买方就由采购协议下产品所制造出的产品或物品所征之关税和税款申请退税；且买方不承担任何前述相关费用或成本。

(c) 卖方将在海关发票和其他适用的文件上精确标明采购协议下的产品的原产国。卖方会提供与这些产品相关的原产证书，且该等证书符合NAFTA优惠关税条款的规定，对于买方根据任何可适用的安排申请关税优惠所需的其他文件卖方也将予以签发。

12. SERVICES/LIENS; SITE RULES; INSURANCE. (a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products provided under the Purchase Agreement or Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto. Buyer has the right to withhold payment for any services or products until such time as Seller has provided Buyer with signed copies of all required waivers and lien releases.

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

(c) Supplier shall provide and maintain throughout the term of the Purchase Agreement the following insurance in US Dollars (or such other currency as specified in the Purchase Agreement): 1) **Workers Compensation/Work-related Injury Insurance:** Statutory in accordance with the state in which the products are being manufactured or assembled; 2) **Employers Liability** in the amount of \$1 million each occurrence; 3) **Commercial General Liability** with limits of \$1 million each occurrence, \$2 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 \$2 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) **Umbrella or Excess Liability** with limits of \$5 million each occurrence and aggregate for bodily injury and property damage with such policy "following form" to all primary policies listed above with the exception of Workers Compensation; 6) **Errors and Omissions Liability Insurance** covering the liability for financial loss due to error, omission of Service Provider, including network security liability and breach of privacy, in an amount of at least \$5,000,000 (applicable to Technology suppliers and/or Professional Services suppliers). 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. If applicable, all policies, with the exception of Workers Compensation, will identify Buyer as an additional insured and require that the 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. Such insurance shall not be subject to any self-insured retentions without the prior written consent of Buyer. All self-insured retentions and deductibles for such insurance shall be the responsibility of Supplier. The insurance coverages under this section, 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 copies of all policies and/or a certificate, satisfactory to Buyer, of the insurance coverages and endorsements set forth in this section and shall specify all self-insured retentions. 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. No insurance will be deemed to be in effect until satisfactory certificates thereof 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. In addition, all such policies shall name Buyer as an additional insured, specifically insure Buyer for its own negligence and other culpable conduct and contain a waiver of subrogation against Buyer. Seller will also require insurance from all of its subcontractors with the same coverages and limits.

(d) It is agreed that Seller, in rendering any services on Buyer's premises, will be an independent contractor and that neither Seller nor any principal, partner, agent or employee of Seller is the legal

12. 服务/留置权; 场地规则; 保险。 (a) 就卖方所有分包商/转包商对采购协议下产品、买方的场所或对前述的任何相关改进可能享有的所有留置/扣押权利, 卖方将从分包商/转包商处获得有关弃权 and 豁免, 且卖方将就相关事宜为买方抗辩、赔偿买方并使买方免受任何损失或损害。买方有权暂不对任何服务或产品付款, 直到卖方提供所有要求的经签字的弃权和免除留置/扣押的文件。

(b) 当卖方在买方场所内提供服务的, 卖方在履行服务时应当严格遵守所有买方的场地规则 and 规定, 包括但不限于买方对工作人员背景调查的要求。卖方有义务自行获取买方场地规则的副本。

(c) 卖方应在采购协议存续期间提供并维持以美元计 (或适用采购协议中指定的其他币种计) 的下列保险: 1) **员工补偿保险/工伤保险:** 根据产品制造地或装配地的国家法规; 2) **雇主责任保险:** 每个事故是一百万美元; 3) **商业综合责任险:** 对于人身伤害和财产损害, 每个事故的限额为一百万美元, 累计限额为二百万美元, 包括以下承保范围: i) 总括/框架合同责任, ii) 产品责任, iii) 完工责任, 及 iv) 独立承包商责任; 4) **机动车责任保险:** 对于人身伤害和财产损害, 每个事故的限额为二百万美元, 覆盖所有“拥有的”、“租用的”及“非拥有的”机动车, 并包括合同责任险; 及 5) **伞式责任保险或超额损失保险:** 对于人身伤害和财产损害, 每个事故的限额和累计限额为五百万美元, 此等保单是对上述除员工补偿保险外所有原始保单的“附加保单”; 6) **错误和遗漏责任保险:** 覆盖因服务提供者的错误、遗漏引起的经济损失责任, 包括网络安全责任和违反隐私权, 至少为500万美元 (适用于技术供应商和/或专业服务供应商)。上述要求的所有保险以书面形式向保险评级机构“A.M. Best”最新评出的 A 级或以上的保险公司购买。如法律允许, 卖方 (包括其关联公司、董事和管理人员) 对代位求偿权的放弃将以买方为受益人。如适用, 除员工补偿保险外, 所有保单将买方确定为附加被保险人, 并要求提前三十 (30) 天通知买方保单的取消或终止。卖方的保险为原始保险, 且与买方购置的保险无资金牵连。未经买方事先书面同意, 此等保险不受任何自保自留额的约束。针对此等保险的所有自保自留额和免赔额应为卖方的责任。本条款项下的承保范围 (包括但不限于向买方提供的额外承保范围) 与任何合同之赔偿义务无关, 且并非仅为保证卖方支付其赔偿义务而设。经买方请求, 卖方应向买方提供令买方满意的所有保单和/或本条款中规定的保险责任范围和保险批单的副本, 并应指定所有自保自留额。卖方的保险责任范围不是买方的唯一救济; 买方有权获得依据平衡法或法律所享有的所有救济。所有保险在未向买方交付令其满意的有关证书前均不视为已生效, 该等证书应当规定承保人应在保险单届期、终止或重大改变前至少提前三十 (30) 天通知买方。此外, 所有这些保单应指定买方为额外被保险人, 特别承保买方的疏忽、其他应担责任的行为并包含针对买方的代位求偿权的放弃。卖方会要求其所有转包商/分包商购买投保范围与责任限制相同的保险。

(d) 卖方在买方场所提供服务时, 卖方为独立承包商, 且无论为何目的卖方或卖方的任何委托人、合作伙伴、代理人或者卖方员工均非买方的法定代表人也无权以买方的名义或代表买方以行动或书面形式或者其他任何形式承担或创设任何种类的明示或默示义务, 前述任何人员也无资格、无权参与任何买方向其员工提供的福利项目。

(e) 所有提供服务的卖方员工必须在实际履行地所在法域获得合法工作许可。

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 Seller nor any principal, agent or employee of Seller shall be entitled to or be eligible to participate in any benefit program extended by Buyer to its employees.

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

13. INDEMNIFICATION. Seller will fully 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 Seller in the Purchase Agreement; (b) any negligence or willful misconduct of Seller or its 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 Seller under the Purchase Agreement; (d) any violation of law by Seller, its employees, agents, affiliates, contractors or subcontractors and (e) Seller's use, control, ownership, or operation of its business and facilities, except to the extent caused by the negligence of Buyer. Seller agrees to include this Indemnification provision in any subcontracts issued hereunder.

14. BUYER'S PROPERTY. Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Seller by Buyer are the personal property of Buyer. Whenever practical, Seller will adequately identify Buyer's property and safely store it separate and apart from Seller's property. Seller will not substitute any property for Buyer's property and will use such property only in fulfilling its obligations under the Purchase Agreement. While in Seller's custody or control, Buyer's property will be held at Seller's risk, kept insured by Seller at Seller's expense, and subject to removal at Buyer's request.

15. SET-OFF. Buyer may set off any amount owing at any time from Seller 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) Any non-performance or delay in performance of any obligation of Seller or Buyer 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 which is beyond the reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, accident, riot, acts of a governmental authority, and acts of God. In no event shall Seller's ability to sell products or services at a better price or Seller's economic hardship in buying raw materials necessary to manufacture products at a commercially reasonable price constitute Force Majeure. (b) If Buyer or Seller is affected by Force Majeure, it will (i) promptly provide notice to the other party, 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 products or services which 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 products and services from other sources during the period of Force Majeure. 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.

13. 赔偿。对因下列情形导致、引起或与之相关的所有索赔、诉讼、损失、损害、包括律师费用，卖方应对买方、其相应的管理人员、董事、股东、关联公司、子公司、员工、客户和代理给予赔偿、进行辩护并使其免受损失：(a) 卖方违反其在采购协议中任何表示、保证、证书、契约或协议；(b) 在采购协议下卖方或其代理人或其转包商/分包商有与履约相关的任何过失或故意行为；(c) 第三方提起与卖方在采购协议下的义务相关的任何诉讼、程序或索赔；(d) 卖方或其员工、代理人、关联公司、承包商、转包商/分包商违反法律的(e) 卖方使用、控制、拥有或操作其设施，除非买方过失导致且在买方过错范围内。卖方同意在任何本协议下的转/分包合同中规定本赔偿条款。

14. 买方的财产。除非买方另行书面同意，所有买方向卖方提供的工具、设备或其他物料均为买方个人财产。无论是否可行，卖方需要充分识别买方财产，安全存储并与自身财产相分离。卖方不会替换买方的任何财产，且仅使用该等财产来完成采购协议下的义务。当在卖方监管或控制下时，买方的财产将由卖方承担损害灭失风险，就该等财产卖方应自费承保，且买方有权要求迁移该等财产。

15. 抵销。卖方欠买方或其关联公司的任何金额的任何款项将抵销采购协议下买方对卖方的任何应付款。

16. 不可抗力。(a) 如果一方未能履行义务或者迟延履行义务是因不可抗力引起的，则该方在不可抗力引起的范围内免责。不可抗力是任何超过卖方或者买方合理控制范围，通过应有注意仍然不可避免的阻止履行采购协议下义务的事由，包括但不限于火灾、洪水、罢工、海难、封港令、爆炸、事故、暴乱、政府行为以及天灾。任何情况下卖方能以更高价格销售产品或服务或卖方以合理贸易价格购买生产产品所必须的原料而遭受经济困难均不构成不可抗力。(b) 如果买方或者卖方受不可抗力影响，受影响方应(i) 迅速通知另一方，解释详情及不可抗力预计持续期间；(ii) 尽其最大努力挽救干扰或延迟，如果是可以进行合理补救的。在不可抗力下，已被暂停的产品或服务的交付或接受交付非用恢复履行能得以补救的，除非采购协议另有约定，买方有权在不可抗力期间从其他渠道采购产品或服务。如果不可抗力持续超过六十(60)天，则未援引不可抗力一方可以书面通知另一方解除本协议，且通知解除方无任何责任。(c) 如果不可抗力迫使卖方向其不同购买方分配交付产品或服务，则卖方的供货比例不得低于不可抗力发生卖方所有产能中对买方的供货比例。卖方需尽最大努力从其自身或关联公司的全球运营中或市场上获得产品或其他项目以满足买方要求的交付日期，所有相关费用由卖方承担。

(c) If a Force Majeure compels Seller to allocate deliveries of products or services, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the Force Majeure. Seller will use best efforts to source products or other items, at Seller's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates.

17. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller will permit Buyer reasonable access to (i) all locations where work is performed in connection with the products or services provided for in the Purchase Agreement, and (ii) Seller's books and records relating to the Purchase Agreement.

18. PERSONAL DATA PROTECTION. (a) "Personal Data" includes any information relating to an identified or identifiable natural person; "Buyer Personal Data" includes any Personal Data obtained by Seller from Buyer, any Personal Data being Processed by Seller on behalf of Buyer, and any Personal Data pertaining to any Buyer personnel; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

(b) Seller, including its staff, shall view and Process Buyer Personal Data only on a need-to-know basis and only to the extent necessary to perform this Purchase Agreement or Buyer's further written instructions.

(c) Seller agrees to keep Buyer Personal Data confidential and not to disclose Buyer Personal Data to third parties without prior express written consent from Buyer. Seller further agrees to use technical and organizational measures, commensurate with the risk associated with a breach of such Data and in compliance with applicable data protection regulation(s), to ensure the security and confidentiality of Buyer Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss of such Data. Seller shall immediately inform Buyer of any Security Breach, where "Security Breach" is defined as any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of Buyer Personal Data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law. Seller shall also provide Buyer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Buyer may request concerning such affected persons and the details of the breach. Seller agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach. The content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") must first be approved by Buyer prior to any publication or communication thereof to any third party. Seller shall pay for or reimburse Buyer for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices.

(d) Seller shall comply with all applicable laws and regulation pertaining to Personal Data protection and will process employment data consistent with Buyer's employment data protection standards. In particular, where Personal Data is collected by the Seller from a data subject directly, Seller shall provide such data subject with the information required by applicable laws and regulation, permit access by the data subject to the Personal Data collected about him/her and, when necessary, obtain such data subject's consent.

(e) Buyer reserves the right to conduct an on-site verification, with prior written notice, of Seller's compliance with obligations relating to Buyer Personal Data at any time, even after termination of this Agreement, and

17. 获取途径和审计。为了评估卖方的工作质量和对本采购协议的履约程度，卖方将(i)允许买方进入与采购协议下的产品或服务相关的工作场所，以及(ii)向买方提供获得与采购协议相关的卖方财务报表和记录的途径/渠道。

18. 个人数据保护。(a)个人数据包括任何与已知或可识别的自然人相关的任何信息；“买方个人信息”包括任何卖方从买方处获得的个人数据，任何卖方代表买方处理的个人数据，以及任何属于买方人员的个人数据；“处理”包括对个人数据的任何单项或一系列操作，例如收集、记录、组织、存储、改编或修改、恢复、访问、咨询、使用、通过传送装置披露、散播、使他人可以获取、校准或整合、阻拦、消除或销毁。

(b) 卖方，包括其人员，应仅在必须知道的情况下以及履行采购协议或买方进一步书面的指示所必要的范围内查看和处理买方个人数据。

(c) 卖方同意对买方个人数据保密，在未经买方事先明示书面同意下，不得将买方个人数据披露给任何第三方。卖方进一步同意实施技术和系统化措施来确保买方个人数据的安全性和保密性并以便阻止意外的、未经授权的、非法的破坏、修改、披露、获取或丢失这些数据，该等措施应当与该等数据受到破坏风险相称，符合可适用的数据保护规定。如有任何安全漏洞的，卖方应立即通知买方，安全漏洞是指任何对已有的、潜在的或可能的对影响买方个人信息安全性、保密性或完整性的事件，包括但不限于任何未经授权的获取、使用，或任何可适用的当地法律中规定的更宽泛的情形。卖方也应向买方提供安全漏洞的详细描述、受安全漏洞影响的数据类型、每位受影响的人，以及买方可能要求的涉及受影响的人员和漏洞详细情况的其他信息。卖方同意自付费用立即采取措施来调查安全漏洞，识别、阻止和减轻任何这些安全漏洞产生的影响，以及实施任何必须的补救安全漏洞的恢复或其他措施（例如，发送法定通知）。任何与安全漏洞相关的备案、通信、通知、新闻发布或者新闻报道（以下称“通知”）必须在想第三方公布或告知前须经买方批准。卖方应向买方支付或者赔偿与安全漏洞有关的所有成本、损失以及费用，包括但不限于通知成本。

(d) 卖方应遵守所有适用于个人数据保护的法律法规，与买方雇佣数据保护标准相一致地处理买方的雇佣数据。特别是，若个人数据是由卖方直接从数据主体处收集而来，则卖方应向数据主体提供法律法规要求的信息，允许数据主体获取收集到的其个人数据，以及在必要时获得该等数据主体的同意。

(e) 买方保留权利使其在事先书面通知后的任何时候有权进行现场核查以审核卖方遵守与买方个人数据相关的义务的情况，即使在本协议终止之后，卖方同意向买方提供途径/渠道以供其获得进行该等审核所需的所有相关设施、设备和记录。

(f) 采购协议无论因何原因终止的，卖方应立即停止处理买方个人数据，除非买方另行指示；前述承诺持续有效直到卖方不再处理卖方个人数据。

(g) 卖方理解并同意买方可以要求卖方提供特定个人数据（以下称“卖方个人数据”），例如卖方代表人用于业务的姓名、地址、电话号码、邮箱地址，同意买方及其关联公司、承包商可以在全球各地的数据库存储该等数据以便他们的人员在全球范围内可以获取，卖方进一步同意可以为了履行采购协议的目的而使用该等数据。卖方同意遵守所有与向买方传输卖方个人数据相关的法律要求。为法律目的，买方是这些数据的控制人，同意不会与买方、其关联公司以及承包商外的第三人分享卖方个人数据，同意使用合理技术系统化措施来确保卖方个人数据的处理符合数据保护法律的规定。卖方可以获得卖方个人

Seller agrees to provide access to all concerned facilities, equipment and records necessary to conduct such verification.

(f) Upon termination of this Purchase Agreement, for whatever reason, Seller shall stop the Processing of Buyer Personal Data, unless instructed otherwise by Buyer, and these undertakings shall remain in force until such time as Seller no longer possesses Buyer Personal Data.

(g) Seller understands and agrees that Buyer may require Seller to provide certain Personal Data ("Seller Personal Data") such as the name, address, telephone number, and e-mail address of Seller's representatives in transactions, and that Buyer and its affiliates and their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Purchase Agreement, including but not limited to supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Buyer. Buyer will be the "Controller" of this data for legal purposes, and agrees not to share Seller Personal Data beyond Buyer, its affiliates and their contractors, and to use reasonable technical and organizational measures to ensure that Seller Personal Data is processed in conformity with applicable data protection laws. Seller may obtain a copy of the Seller Personal Data and submit updates and corrections to it by sending Buyer a written notice.

19. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY. Seller will have and shall comply with, and at Buyer's request provide Buyer with a copy of, Seller's security and crisis management 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, conduct on-site audits of Seller's facility and practices to determine whether such policy and Seller's implementation of such policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Seller's security and crisis management policy and/or such policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller 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 Seller's security and crisis management plan and Buyer's recommendations thereto shall be borne by Seller. In addition, Seller agrees that it will review the requirements of applicable national security programs, including but not limited to the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the United States (if applicable) and will (i) maintain a written plan for security procedures in accordance with the recommendations of such programs; and (ii) inform Buyer of its membership status and any changes thereto, relative to such programs.

20. ETHICAL BUSINESS CONDUCT. Supplier shall adopt and comply with Buyer's Business Partner Code of Conduct ("BPCOC"), which is located at: <http://www.ingersollrand.com/supplier/BPCOC>. THE BPCOC IS INCORPORATED HEREIN BY REFERENCE. Additionally, Supplier shall take all reasonable steps necessary to ensure that its sub-suppliers and subcontractors comply with the BPCOC. At Supplier's request Buyer will mail Supplier a hard copy. The BPCOC may be amended by Buyer from time to time.

21. INTELLECTUAL PROPERTY RIGHTS. Except as otherwise addressed in any separate contract between the parties, Seller agrees that, where it undertakes, whether alone or jointly with Buyer, any research, development and/or design activities relating to Deliverables 1) as requested by Buyer in connection with any purchase agreement and/or 2) using or derived from Confidential Information provided by Buyer, Buyer shall own all rights in any resulting intellectual property. Seller agrees to promptly disclose to Buyer such intellectual property and hereby irrevocably transfers, conveys and assigns to Buyer all of its worldwide right, title, and interest in and to such intellectual property. Buyer shall

数据的副本，以及通过向买方送达书面通知来递交更新和更正。

19. 卖方安全性以及危机管理政策。 卖方应当制定并遵守安全和危机管理政策，该等政策应当至少规定了措施来保障所有送运货物的物理完整性和安全性并可以对抗擅自引入的有害或危险物质；一经买方要求，卖方将提供该等政策的副本。买方保留权利，要求卖方提供与该等政策相关联的信息，对卖方设备和执行情况进行现场审计以确定该等政策和卖方对政策的执行情况是否足够保护买方利益。如果买方合理地认为卖方的安全性和危机管理政策以及/或者该等政策的执行情况不足以保护买方的财产和利益，则买方可以通知卖方这项决定。收到通知后四十五(45)日内，卖方应按照买方的合理要求修改政策及执行措施。所有和卖方安全性及危机管理方案的改进和实施以及买方的建议相关的成本都应由卖方负担。此外，卖方同意其会审核可适用的国家安全项目的要求，包括但不限于美国的海关-贸易反恐伙伴关系（如适用），会 (i) 按照这些项目的建议维护安全程序的书面方案，(ii) 通知买方其成员地位及其变化和与此项目相关的任何改变。

20. 商业道德守则。 卖方应采用并遵守买方的业务合作伙伴行为守则（“BPCOC”），该守则位于 <http://www.ingersollrand.com/supplier/BPCOC>。业务合作伙伴行为守则通过援引的方式纳入采购协议。此外，卖方应采取所有合理、必要的措施，确保其下级供应商和分包商遵守业务合作伙伴行为守则。经卖方请求，买方会将该守则的有形副本邮寄给卖方。业务合作伙伴行为守则由买方不时进行修订。

21. 知识产权。 除非合同双方在另行协议中另有约定，否则，卖方同意，1) 在其履行任何合同过程中及/或 2) 使用买方提供的机密信息独自或与买方一起实施与交付物有关的任何研究、开发和/或设计活动时，买方将拥有所产生的任何智慧财产的所有权利。卖方同意及时向买方披露此等知识产权，并特此不可撤销地将其对此等知识产权的所有全球权利、产权和利益转让、让与并过户给买方。就此等知识产权而言，买方拥有在全球申请或注册任何专利、掩影作品权利、著作权和其他专有权利的保护，以及要求将此等知识产权纳入交付物（无额外费用）。卖方应当根据买方的合理要求签署文件、提供相应帮助并采取行动以供申请、注册、完善、确认并保护本条款下的买方的知

have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections, with respect to such intellectual property, on a worldwide basis, and to require the incorporation of such intellectual property into the Deliverables at no additional charge. Seller shall execute such documents, render such assistance, and take such other actions as Buyer may reasonably request to apply for, register, perfect, confirm, and protect Buyer's intellectual property rights under this section. Seller shall be solely responsible for any compensation payable, by law or by contract, if any, to individual inventors of Seller.

22. TERMINATION BY BUYER. (a) Buyer may cancel all or any part of any Purchase Agreement at Buyer's convenience by giving Seller written notice of the termination. Buyer's liability for any termination for convenience is limited to: i) conforming products already delivered to Buyer as of the date of termination, and ii) payment for products in progress, limited to the costs of raw material and labor incurred for outstanding orders as of the date of termination, and further limited to not include products in process under such outstanding orders whose delivery date is outside the lesser of 1) the lead time agreed by the parties for the products in question or 2) six (6) weeks. However, Buyer may elect to have Seller continue production on the in-process products (described as above) subject to the obligation of Buyer to purchase such conforming products under the terms of the Purchase Agreement in question. In addition, in no event shall the liability of Buyer for a termination for convenience exceed the price of the related and outstanding products or service under the Purchase Agreement in question. Neither the Buyer shall in any case be liable for Seller's loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.

(b) Should Seller i) 1) become insolvent; 2) become unable to pay its debts as they mature; 3) make a general assignment for the benefit of creditors; 4) come under a suspension of payments; 5) have a receiver appointed for the whole or any part of its assets; or 6) become in any way the subject of a bankruptcy petition; ii) have a change in ownership or management such that a competitor of Buyer gains an ownership or controlling interest in Supplier, or iii) default in the performance of any provision or part of Purchase Agreement, then Buyer may, in its discretion, terminate any Purchase Agreement (in whole or in part) for "cause" by giving Seller seven (7) days prior written notice. If Seller remedies the cause giving rise to the notice to Buyer's sole satisfaction within seven (7) days following its receipt of that notice, the termination shall be deemed void and any Purchase Agreement so terminated shall continue in effect. In case of defaults of any products or service, the seven (7) day cure period does not apply and Buyer may terminate any Purchase Agreement (in whole or in part) with immediate effect.

(c) In the event of termination by Buyer, Seller shall immediately stop all work for products and/or service unless otherwise directed by Buyer, and shall immediately cause any of its sub-suppliers or subcontractors to cease work for products and/or service.

(d) In the event of a Buyer termination for abovementioned cause: i) Buyer shall have no liability to Seller unless it directs Seller to continue work under above (c) and then only for the resulting conforming products delivered and sold to Buyer hereunder; ii) Buyer may also acquire replacement products or service (or parts of replacement products or service) elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable for any excess cost or other expenses incurred by Buyer.

23. TERMINATION BY SELLER. Seller may terminate any Purchase Agreement (in whole or in part), only for non-payment by Buyer of the purchase price for products or service in accordance with such Purchase Agreement, and then only if: 1) the amounts are material and more than sixty (60) days past due; and 2) Seller first provides Buyer written notice specifying: i) the amounts past due (including, without limitation, relevant order and invoice numbers and dates), and ii) Seller's intent to terminate

知识产权。卖方应独自负责根据法律或合同应付给卖方发明人的任何补偿。

22. 买方解除合同。 (a) 买方可无需任何理由仅为了便利之目的书面通知卖方单方解除采购合同的任何部分或全部。买方无故解除合同的责任限于: i) 在解除日期已交付给买方的合格交付物, 及 ii) 为在制品付款——以截止至解除日止因未交付订单而产生的原材料和人工成本为限, 且不包括此等未交付订单中交付日期不在以下二者较小者之内的交付物在制品: 1) 双方约定的交付物的严格交付周期或 2) 六 (6) 周。但是, 买方可选择让卖方继续生产在制品交付物 (如前述规定所述之在制品), 但买方有义务按照采购协议购买此等合格交付物。此外, 任何情况下, 买方无故解除合同的责任不超过合同项下相关未交付的交付物的价格。买方也无任何义务赔偿卖方的利润损失, 也不承担任何特殊、惩罚性或处罚性责任、间接和偶然损失。

(b) 如卖方 i) 1) 破产; 2) 无力偿还到期债务; 3) 为保护债权人的利益移交全部财产; 4) 暂停还款; 5) 具有其全部资产或部分资产的指定接收人; 或 6) 以任何方式提交破产申请; ii) 所有人或管理层发生变动, 从而导致买方的竞争者获得对卖方的所有权或控制权; 或 iii) 在对采购协议有任何违反的, 则买方可因上述事由, 可提前七 (7) 天书面通知卖方解除 (全部或部分) 采购协议。如卖方在收到此等通知后的七 (7) 天内对上述事由进行补救并使得买方满意的, 则此等解除将不发生效力, 且因此解除的采购协议的全部或部分将继续有效。如果交付物或服务有瑕疵的, 不适用该等七 (7) 天补救期, 买方可随时解除采购协议且即时生效。

(c) 如买方解除采购协议的, 卖方应立即停止所有采购协议项下的所有工作, 除非买方另有指示, 且应立即让其所有下级供应商或分包商停止工作。

(d) 如买方因故解除合同的, 则 i) 买方对卖方不承担任何责任, 除非在 (c) 条下买方指示卖方继续工作, 则仅对据此向买方交付和销售的合格交付物承担有关合同义务; ii) 买方还可按照此等条款或买方认为适当的方式从别处获得替代交付物或服务 (或替代交付物的部件或替代部分服务), 且卖方应对买方发生的任何额外成本或其他费用负责。

23. 卖方解除合同。 卖方仅在买方未按照采购协议支付交付物或服务的采购价且符合下列条件时才可解除采购协议 (全部或部分): 1) 此等采购价金额巨大且逾期六十 (60) 天以上; 2) 卖方首先向买方提供列示下述内容的书面通知: i) 逾期金额 (包括但不限于相关的订单、发票号和日期) 及 ii) 买方在逾期金额未支付时解除合同之意图; 及 3) 买方在收到卖方此等书面通知后的三十 (30) 天内未采取以下任一行为: i) 支付逾期款项, 或 ii) 通知卖方, 买方对于未

if the past due amount is not paid; and 3) Buyer, within thirty (30) days of Supplier's notice, does not either: i) pay the past due amounts, or ii) notify Supplier that the amounts claimed to be unpaid are disputed by Buyer. Provided the foregoing conditions are met, Seller may terminate the order by delivering a termination notice to Buyer. Seller may not terminate or cancel any Purchase Agreement (in whole or in part) for any reason except as permitted hereunder. Seller may not suspend any performance under any Purchase Agreement for any reason. The Buyer shall in no case be liable for Seller's loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.

24. EXIT PLAN. In case of termination or expiration of any Purchase Agreement, in whole or in part, the parties agree to work together in good faith to promptly develop an exit plan for the manufacturing by Seller and purchase by Buyer, under the terms of such Purchase Agreement. At Buyer's request, Seller agrees to produce a safety stock of products under the terms hereof, including, without limitation, price, to support Buyer's requirements for a transition period not to exceed six (6) months from the applicable termination date.

25. GOVERNING LAW AND DISPUTE RESOLUTION. (a) The Purchase Agreement is to be construed according to the 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; ii) any legal or equitable action or proceedings by Buyer against Seller arising out of, or in connection with, any Purchase Agreement may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in any court(s) having jurisdiction over Buyer's receiving facility, in which event Seller consents to such jurisdiction and venue, including service of process in accordance with applicable procedures; and iii) any legal or equitable actions or proceedings by Seller against Buyer arising out of, or in connection with, such Purchase Agreement may be brought by Seller only in the court(s) having jurisdiction over the Buyer's receiving facility.

(b) Any action or proceeding by Seller under any Purchase Agreement must be commenced no later than one (1) year after the alleged breach or other event giving rise to Seller's claim occurs without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

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

支付的款项有争议。如上述条件均满足，卖方可在向买方发送解除通知后解除订单。卖方不得因本条款之外的任何其他原因解除或取消（全部或部分）采购协议。卖方不得因任何原因暂停履行任何采购协议下的义务。买方无任何义务赔偿卖方的利润损失，也不承担任何特殊、惩罚性或处罚性责任、间接和偶然损失。

24. 退出计划。 如任何采购协议（全部或部分）解除或到期的，双方同意本着善意原则，遵照采购协议的条款，共同及时制定卖方制造和买方采购的退出计划。经买方请求，卖方同意为满足买方的要求，在过渡期间（自适用的终止日期起不超过六（6）个月）生产采购协议所规定的交付物安全库存量。

25. 适用法律及争议解决。 (a) 采购协议适用买方接收场所所在地的国家（州、省，如适用）的法律，但不包括联合国国际货物销售合同公约以及指引至其他法域的法律的冲突法规定。买方向卖方提起的、因任何合同引起或与之相关的任何法律诉讼或衡平诉讼或法律程序将由买方交由对卖方具有管辖权的任何法庭或对购货方的接收场所具有管辖权的任何法庭（具体由买方决定）进行处理，在此等情形下，卖方同意此等管辖权和法院地，包括根据所适用的程序规范所规定的送达程序；iii) 卖方向买方提起的、因采购协议引起或与之相关的任何法律诉讼或衡平诉讼或法律程序，只能由卖方向对买方的接收场所具有管辖权的法庭进行处理。

(b) 卖方所提起的诉讼或法律程序必须在涉嫌违约或导致卖方提起主张的其他事件后的一（1）年内提出，而不考虑发现违约的日期。未在此等一（1）年期间内提起的任何诉讼将被禁止，而不考虑法律或法规所规定的任何其他限制期限/诉讼时效。

26. 语言。 采购协议以中英文书就。如有出入，以英文为准。