

## PURCHASE ORDER TERMS AND CONDITIONS

## 採購訂單條款和條件

"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

“買方”是指向賣方發出採購訂單的隸屬於英格索蘭集團的公司或其關係企業。“賣方”是指向買方銷售有關產品或者服務的一方。賣方以向買方銷售產品或者服務的方式確認以下條款和條件適用於買方的採購。任何修改必須以書面形式做出且經買方簽署。下述所指“產品”包括採購協定（定義如下）中約定的物品或併入買方從賣方處所採購的服務的物品。

**1. 採購條款和條件。** (a) 下述規定適用於買方通過電子、電話、紙本或其他傳輸形式從賣方處採購的任何產品或服務：(i) 如果買方和賣方已經簽署現行有效的採購協定，則該採購協定的條款和條件、本採購訂單的任何條款和條件以及此後所下各訂單中與前述採購協議不存在衝突的條款和條件共同組成完整的協議；以及(ii) 如果買方和賣方還未簽署採購協定，則本採購訂單的條款和條件以及此後所下各訂單的條款和條件共同組成完整的協議。上述完整的協定為“採購協定”。其他任何條款和條件，包括但不限於賣方的標準印刷版條款和條件，無論印刷在賣方的報價單、訂單確認書、發票或其他任何地方，都不適用於買賣雙方之間的任何採購，除非買方書面特別接受。

(b) 未經買方事先書面許可，賣方不可轉移/轉派或轉包/分包採購協議下的義務；如果賣方如此做，該轉移/轉派或轉包/分包無效。

(c) 預測。買方可向賣方提供對交付物未來需求之預測。賣方承諾該等預測，包括但不限於年度評估量，僅用於提供資訊之目的並且受各種不斷變化因素影響。關於該等預測（包括但不限於就預測的精確性與完整性），買方不做任何明示或默示性質的陳述、擔保、保證或承諾。

(d) 備件和替換件。作為對買方同意簽訂採購協定的回報，賣方授予買方選擇權，買方在採購協定期限內及採購協定終止後的十（10）年內有權選擇以買方出售有關零配件的最低價購買任何交付物的零配件（包括在採購協議期限內淘汰的零配件）。在採購協議終止或該等交付物被淘汰（如適用）後五（5）年內，此等零配件的價格應固定為採購協議終止前的最後價格，因包裝成本差異而導致的價格變動除外且價格變動也僅限於包裝成本差異。

**2. 價格；付款。** (a) 除非採購協議另有規定，價格：(i) 以美元表述(ii) 在採購協定期限內不得增長；和(iii) 在買方指定的地點交貨後交貨(DDP at a facility specified by Buyer) (2010年國際貿易術語解釋通則/INCOTERMS 2010)。除非買方書面特別同意，不允許收取其他任何額外的費用。

(b) 除法律禁止，賣方將在發票上分開標明與產品或服務的銷售或交付有關的稅款。

(c) 除非採購協議另有規定，付款期限為在買方收到合格發票和相關交付物之日起滿75天后的最近一個預定的每月兩次的付款日予以付款。買方可自行決定以支票或銀行轉帳方式付給指定的 EFT 或電匯位址。

(d) 賣方保證，其賣給買方的價格以及相關的條款條件是其提供給購買採購協議下相同或類似品質的產品或服務的任何買家中最低的價格以及最優惠的條款和條件（包括但不限於數量、品質和/或付款條款）。在採購協議期限內，如果賣方以比採購協議更低的價格或者基

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

於一個或數個比採購協議更優惠的條款和條件將該類產品或服務出售給任何協力廠商的，則對於在採購協議剩餘期限內所採購的所有產品或服務適用同等的降價及修改後的條款和條件。

(e) 如果在採購協議有效期內任何時候：

(i) 協力廠商以比採購協議下的更有利於買方的一個或數個條款和條件（包括價格、數量、品質和/或付款條款）向買方發出銷售產品或者服務的有競爭力的要約（簡稱“有利條款”），則賣方在收到買方通知之日起十四(14)日內滿足該等有利條款的或者通知買方它不會滿足有利條款。如果賣方在十四(14)日內未滿足該等有利條款的，則將視賣方決定不實施有利條款要求，無論賣方是否特別告知買方。

(ii) 買方預見到會通過網路交易平臺收到來自協力廠商的提供有利條款且具競爭力之要約以銷售產品或服務（以下稱“線上要約”），則買方至少在舉辦有關可能產生線上要約的線上活動的七

(7) 天前書面邀請賣方來參加該等活動，然後賣方線上上活動中決定滿足或者不滿足線上要約的有利條款。賣方線上活動中不滿足上述有利條款將被視為決定不提供有利條款，無論賣方是否特別通知買方。

如果在採購協議下買方有義務從賣方處採購一定數量的產品或服務的且此時賣方未根據上述(i)或(ii)條的規定滿足有利條款的，在自協力廠商處基於有利條款可獲得的產品或服務的任何數量範圍內，買方將免除該等對賣方的義務。

(f) 買方應承擔所有基於產品或服務的銷售而所徵收的與銷售、使用或類似環節/目的相關的稅賦（不包括以賣方的淨收益、淨價值或收入總額為基礎的稅賦）。在通知賣方情況下，買方可在法律允許的情況下直接支付稅款給稅務機關。賣方應將應由買方承擔的稅賦匯付給相關稅務機關。應買方要求，賣方將提供書面證據證明賣方已經被適當授權以收取買方所應支付的稅款。

(g) 如果採購協議要求買方從賣方處購買一定比例的產品，則在確定買方需求/要求時，應當排除從協力廠商處採購來的合格產品的合理數量，且該等採購能被買方用於商業生產和銷售。

**3. 運輸；交付。** (a) 交付時間是固定的，且準時交付極為重要。如果賣方預見到遵守買方所要求的交付日期有困難的，則賣方需要及時書面通知買方並應盡一切合理商業努力達到有關要求的交付日期。買方沒有義務接收未在要求的交付日期之日所交之交付物。如果賣方無法在要求交貨日期交貨，買方可以從協力廠商處採購替代產品或服務。賣方將承擔買方因賣方過早或遲延交付所產生的所有成本。如果賣方不得不使用超額運費，賣方需將超額費用的類型和貨幣值書面通知買方（以供買方記錄）。

(b) 除非採購協議另有規定，交付發生於，且貨物和風險損失轉移點為：(i) 對於沒有併入服務的產品，經交付至買方並被買方接受之時；(ii) 對於併入服務的產品，整項服務被買方接受之時。

**4. 檢驗。** 買方有權檢驗測試所有產品、服務以及賣方在為買方生產產品或提供服務時所使用的原料、設備和設施。賣方需要在交貨後兩

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: (i) 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) 年內維護被買方接受的同等檢驗測試系統和並保存所有檢驗測試資料及每批產品的出貨樣本。除非買方另有書面同意，就每批出貨產品，賣方需向買方提供根據經由買方批准的產品規格而進行分析的分析證書。

**5. 保證。** (a) 賣方保證所有產品和服務：(i) 無協力廠商任何主張；(ii) 嚴格遵照買方批准的規格、樣品、圖紙或描述；(iii) 有銷路的；(iv) 無瑕疵的；及(v) 在買方需依靠賣方詳細說明產品或者服務的範圍內，滿足產品/服務原定之目的。賣方進一步保證提供所有服務時將履行業內慣常所遵守的謹慎注意義務，且遵照業內最高標準。上述保證的保固期為下述較長者：i) 買方提供的與買方銷售其最終產品有關的任何保證固期；該等保固期已公開，經書面要求，賣方將提供影印本；該等保固期以援引方式納入至採購協定；ii) 買方的最終產品第一次投入運轉之日起的三十六(36)個月。如果任何產品或服務未能滿足上述保固，賣方將根據買方的選擇：(i) 如為產品，替換或者修復不合格產品，一切相關成本由賣方承擔；(ii) 如為服務，重新施工履約為改正不合格之處所需的所有服務，一切相關成本由賣方承擔；(iii) 或者退還不合格產品或服務的已付款項以及承擔買方任何有關成本。上述保固和保固期同樣適用於任何替換的產品或者服務。維修產品的保固期間將被延長以彌補完成維修所耗費的時間。若賣方在通知後的合理期間內未更換、修復或重新施工履約，則買方可以自行採取該等補救措施，但一切費用由賣方承擔。

(b) 在採購協議下規定的買方的任何權利或救濟並非排他的，買方同時擁有任何可適用的法律下的所有權利和救濟。

(c) 召回和現場修復計畫。任何時候如任何國家、州、省或市的政府機構要求買方執行與交付物有關的產品安全召回或現場修復計畫，或買方自願實施此等行為，則買方將在開始實施此等行為的三十(30)天內通知賣方，賣方應根據買方的選擇進行維修或更換相關的交付物，並對買方因此遭受的成本、費用或損害給予補償/賠償。

**6. 修改訂單。** 在裝貨或完工前，買方可要求對提供的產品或服務進行更改，包括運送或包裝方式變化，交貨時間或地點變化，交貨數量變化。賣方將迅速通知買方任何成本的增加或減少，且在實施變更前，買賣雙方將同意任何價格調整。

**7. 遵守法律。綜述。** 提供給買方的所有交付物應遵守所有適用的外國、美國聯邦、州和地方法律、法令、規則、條例、準則、標準、限制、控制、禁令或此等法律所包含的、依據此等法律所簽發的或所採納的其他要求（包括但不限於產品內容和標示），包括但不限於美國有毒物質控制法及適用的 RoHS 和 REACH 條例、反賄賂法、反腐敗法、衝突礦物禁令和衝突礦物披露要求，且賣方同意受上述之約束。賣方進一步同意，賣方及其任何分包商在生產或供給交付物的過程中不使用童工、奴隸、囚犯或任何其他強制性或非自願的勞工，也不涉及虐待雇員或商業腐敗行為。任何交付物的交付即構成賣方向買方表示已完全遵守所有適用的法律，且經買方請求，賣方應以書面形式證明其遵守上述所有法律。

(a) 環境合規性。賣方應遵守 1) 所有適用的環境法律和條例，及 2) 買方網站上所列示的環境合規性準則，此等準則位於

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> 並由買方不定時進行修訂。此等合規性準則通過引用的方式納入採購協定。經賣方請求，買方會將合規性準則的有形副本郵寄給賣方。

(b) 平等就業機會。雙方應遵守41 CFR 60- 1.4(a), 60-300.5 (a), 60-741.5 (a)下的所有美國的聯邦平等就業機會義務以及29 CFR 第471部分, 子部A的附錄A下的美國聯邦勞動法義務。以下條款以引用方式納入：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)；美國移民法，包括2004 L-1 簽證改革法案和 2004H-1B簽證改革法案；行政命令13496。

**雙方需遵守41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a)的要求。這些規定禁止因老兵、殘疾人的身份而對適格個人進行歧視，禁止因種族、膚色、宗教、性別、性取向、性別認定或民族而歧視任何個人。此外，這些規定要求所涉總承包商和轉包商也應採取積極行動來僱傭和改進員工的僱傭/聘用，無論種族、膚色、宗教、性別、民族、受保護的老兵或殘疾人。**

(c) 應買方要求，賣方應不時向買方提供其合規（包括上述第7部分所列舉的部分）的證明。

**8. 保密資訊；文件和物料所有權。**(a) 對從買方處收到的和採購協定相關的任何資訊，賣方將予以保密，且不會披露給任何未經買方書面授權接收該等資訊的任何人。賣方僅在必要時使用這些資訊用於履行採購協定下的義務。在採購協議終止後，賣方將向買方返還所有該等資訊，或根據買方決定讓賣方銷毀該等資訊。賣方不得作出任何公告或將採購協定有關的任何資訊揭露給任何人或實體，包括媒體或政府機關，除非法律要求或獲得買方事先書面允許。

(b) 作為本協議下對價的一部分，所有賣方專門準備的與採購協定下的產品和服務有關的圖說、模型、規範以及其他文件和物料是買方財產，賣方將於下述事件發生時交付前述各項給買方：(i) 完成、放棄或延期採購協定下產品或服務的交付；或(ii) 採購協議終止。賣方將其對於該等文件和物料所擁有的任何和全部權利轉讓給買方。

(c) 如果一份採購訂單包括開發服務，例如一種獨特產品的設計或賣方現有產品的改動，賣方授權買方及其關係企業一項具有轉許可權利的永久的、世界性的、已付費的、免許可費的、非排他性的許可來製造、委託他人製造、使用、允諾銷售、銷售、出口、進口所有賣方在實施採購訂單下的工作時的構思、開發、獲得或實施的開發工作的發明或其他成果。賣方需向買方提供所有文件、資訊和其他物料，包括但不限於所有跟發明或開發成果相關的圖說、出版品、說明、資料、指示或手冊，以便於買方獲得許可的完整利益。

**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. 智慧財產權侵權。**賣方陳述並保證，銷售向買方所供產品或服務或者使用該等產品或服務在全球範圍內均不會侵犯任何專利、商標或版權或構成該等侵犯。如果任何產品、服務或其部分構成侵權，賣方將為買方獲得使用該等產品或服務的許可，或以買方滿意的方式替換或者修改，以避免侵權；前述任何補救措施的任何費用均由賣方承擔。對於在生產、使用、準備、銷售、交付或其他環節中使用賣方所供產品或服務，賣方在全球範圍內均不得利用其任何專利或其他智慧財產權對買方或其關係企業或客戶主張權利。

**10. 品質。**(a) 在採購協議下，賣方不會改變生產地點、生產製造流程、向買方交付的產品所使用的原料或原料成分，除非賣方在實施前述任何變更前至少提前九十(90)日書面通知買方有關變更且買方書面同意。若賣方沒有遵守前述規定，則賣方對買方由此可能遭受的所有損失和損害承擔賠償責任。應買方要求，賣方將向買方提供進行所提議的修改後的產品之樣品，以便買方在生產流程中進行測試。

(b) 賣方將參與買方所實施的與產品及服務在生產和交付中品質相關的項目。

(c) 品質標準。賣方應遵守買方全球供應商品質手冊中的品質標準，該品質手冊位於<http://www.ingersollrand.com/supplier/quality>（該品質手冊可被買方不時修改）（以下稱“品質標準”）。品質標準以引用方式納入採購協定。應賣方要求，買方將郵寄賣方一份影印副本。買方單方面決定是否達到品質標準。賣方應維持並實施必要措施來保證產品和服務的品質以及它們的生產製造流程，包括但不限於品質控制標準、檢驗標準和規格。

**11. 海關和貿易。**(a) 除非買方書面同意，買方不是產品進口環節中的一方。所有採購協議下的採購在進口後完成，價格涵蓋所有關稅和清關費用，賣方不得使得或允許買方的名稱在任何清關檔上顯示為“進口商(importer of record)”。任何情況下若買方同意成為該等進口商的，則賣方將提供所有在相關進口國通關所需所有資訊。

(b) 對於賣方在其母國或部分/所有工作執行地所在國支付的關稅和稅款，買方有權獲得有關退稅。賣方放棄該退稅的任何利益或權利，同意提供令買方、海關機構、稅務部門和其他政府機構滿意的進口和/或再出口證明材料，同時提供任何其他輔助文件以使買方就由採購協定下產品所製造出的產品或物品所課徵之關稅和稅款申請退稅；且買方不承擔任何前述相關費用或成本。

(c) 賣方將在海關發票和其他適用的文件上精確標明採購協定下的產品的原產國。賣方會提供與這些產品相關的原產證書，且該等證書符合NAFTA優惠關稅條款的規定，對於買方根據任何可適用的安排申請關稅優惠所需的其他文件賣方也將予以簽發。

**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. 服務/留置權；場地規則；保險。** (a) 就賣方所有分包商/轉包商對採購協定下產品、買方的場所或對前述的任何相關改進可能享有的所有留置/扣押權利，賣方將從分包商/轉包商處獲得有關棄權和豁免，且賣方將就相關事宜為買方抗辯、賠償買方並使買方免受任何損失或損害。買方有權暫不對任何服務或產品付款，直到賣方提供所有要求的經其簽字棄權和免除留置/扣押責任。

(b) 當賣方在買方場所內提供服務的，賣方在履行服務時應當嚴格遵守所有買方的場地規則和規定，包括但不限於買方對工作人員背景調查的要求。賣方有義務自行獲取買方場地規則的副本。

(c) 賣方應在採購協定存續期間提供並維持以美元計算（或適用採購協定中指定的其他幣種計）的下列保險：1) **員工補償保險/工傷保險**：根據產品製造地或裝配地的國家法規；2) **雇主責任保險**：每個事故是一百萬美元；3) **商業綜合責任險**：對於人身傷害和財產損害，每個事故的限額為一百萬美元，累計限額為二百萬美元，包括以下承保範圍：i) 總括/框架合同責任，ii) 產品責任，iii) 完工責任，及 iv) 獨立承包商責任；4) **機動車責任保險**：對於人身傷害和財產損害，每個事故的限額為二百萬美元，覆蓋所有“擁有的”、“租用的”及“非擁有的”機動車，並包括合同責任險；及 5) **傘式責任保險或超額損失保險**：對於人身傷害和財產損害，每個事故的限額和累計限額為五百萬美元，此等保單是對上述除員工補償保險外所有原始保單的“附加保單”；6) **錯誤和遺漏責任保險**：覆蓋因服務提供者的錯誤、遺漏引起的經濟損失責任，包括網路安全責任和違反隱私權，至少為500萬美元（適用於技術供應商和/或專業服務供應商）。上述要求的所有保險以書面形式向保險評級機構“A.M. Best”最新評出的A級或以上的保險公司購買。如法律允許，賣方（包括其關聯公司、董事和管理人員）對代位求償權的放棄將以買方為受益人。如適用，除員工補償保險外，所有保單將買方確定為附加被保險人，並要求提前三十（30）天通知買方保單的取消或終止。賣方的保險為原始保險，且與買方購置的保險無資金牽連。未經買方事先書面同意，此等保險不受任何自保自留額的約束。針對此等保險的所有自保自留額和免賠額應為賣方的責任。本條款項下的承保範圍（包括但不限於向買方提供的額外承保範圍）與任何合同之賠償義務無關，且並非僅為保證賣方支付其賠償義務而設。經買方請求，賣方應向買方提供令買方滿意的所有保單和/或本條款中規定的保險責任範圍和保險批單的副本，並應指定所有自保自留額。賣方的保險責任範圍不是買方的唯一救濟；買方有權獲得依據平衡法或法律所享有的所有救濟。所有保險在未向買方交付令其滿意的有關證書前均不被視為已生效，該等證書應當規定承保人應在保險單屆期、終止或重大改變前至少提前三十（30）天通知買方。此外，所有這些保單應指定買方為額外被保險人，特別承保買方的疏忽、其他應擔責任的行為並包含針對買方的代位求償權的放棄。賣方會要求其所有轉包商/分包商購買投保範圍與責任限制相同的保險。

(d) 賣方在買方場所提供服務時，賣方為獨立承包商，且無論為何目的賣方或賣方的任何委託人、合作夥伴、代理人或者賣方員工均非買方的法定代表人也無權以買方的名義或代表買方以行動或書面形式或者其他任何形式承擔或創設任何種類的明示或默示義務，前述任何人員也無資格、無權參與任何買方向其員工提供的福利項目。

(e) 所有提供服務的賣方員工必須在實際履行地所在法域獲得合法工作許可。

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. 賠償。**對因下列情形導致、引起或與之相關的所有索賠、訴訟、損失、損害、包括律師費用，賣方應對買方、及其管理人員、董事、股東、關聯公司、子公司、員工、客戶和代理人給予賠償、進行辯護並使其免受損失：(a) 賣方違反其在採購協議中任何表示、保證、證明、契約或協議；(b) 在採購協議下賣方或其代理人或其轉包商/分包商有與履約相關的任何過失或故意行為；(c) 協力廠商提起與賣方在採購協議下的義務相關的任何訴訟、救濟程序或索賠；(d) 賣方或其員工、代理人、關聯公司、承包商、轉包商/分包商違反法律的(e) 賣方使用、控制、擁有或操作其設施，除非買方過失導致且在買方過失範圍內。賣方同意在任何本協議下的轉/分包合同中規定本賠償條款。

**14. 買方的財產。**除非買方另有書面同意，所有買方向賣方提供的工具、設備或其他物料均為買方個人財產。無論是否可行，賣方需要充分識別買方財產，安全存儲並與自身財產相分離。賣方不會替換買方的任何財產，且僅使用該等財產來完成採購協議下的義務。當在賣方監管或控制下時，買方的財產將由賣方承擔損害滅失風險，就該等財產賣方應自費承保，且買方有權要求調撥該等財產。

**15. 抵銷。**賣方欠買方或其關聯公司的任何金額的任何款項將抵銷採購協議下買方對賣方的任何應付款。

**16. 不可抗力。**(a) 如果一方未能履行義務或者遲延履行義務是因不可抗力引起的，則該方在不可抗力引起的範圍內免責。不可抗力是任何超過賣方或者買方合理控制範圍，通過應有注意仍然不可避免的阻止履行採購協議下義務的事由，包括但不限於火災、洪水、罷工、海難、封港令、爆炸、事故、暴亂、政府行為以及天災。任何情況下賣方能以更高價格銷售產品或服務或賣方以合理貿易價格購買生產產品所必須的原料而遭受經濟困難均不構成不可抗力。

(b) 如果買方或者賣方受不可抗力影響，受影響方應(i) 迅速通知另一方，解釋詳情及不可抗力預計持續期間；(ii) 盡其最大努力排除障礙或延遲，如果是可以進行合理補救的。在不可抗力下，已被暫停的產品或服務的交付或接受交付非用恢復履行能得以補救的，除非採購協議另有約定，買方有權在不可抗力期間從其他管道採購產品或服務。如果不可抗力持續超過六十(60)天，則未援引不可抗力一方可以書面通知另一方解除本協議，且通知解除方無任何責任。

(c) 如果不可抗力迫使賣方向其不同購買方分配交付產品或者服務，則賣方的供貨比例不得低於不可抗力發生賣方所有產能中對買方的供貨比例。賣方需盡最大努力從其自身或關係企業的全球運營中或市場上獲得產品或其他專案以滿足買方要求的交付日期，所有相關費用由賣方承擔。

(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. 獲取途徑和審計。**為了評估賣方的工作品質和對本採購協議的履約程度，賣方將 (i) 允許買方進入與採購協定下的產品或服務相關的工作場所，以及 (ii) 向買方提供獲得與採購協定相關的賣方財務報表和記錄的途徑/管道。

**18. 個人資料保護。**(a) 個人資料包括任何與已知或可識別的自然人相關的任何資訊；“買方個人資料”包括任何賣方從買方處獲得的個人資料，任何賣方代表買方處理的個人資料，以及任何屬於買方人員的個人資料；“處理”包括對個人資料的任何單項或一系列操作，例如收集、記錄、組織、儲存、改編或修改、恢復、訪問、諮詢、使用、通過傳送裝置揭露、散播、使他人可以獲取、校準或整合、阻攔、消除或銷毀。

(b) 賣方，包括其人員，應僅在必須知道的情況下以及履行採購協定或買方進一步書面的指示所必要的範圍內查看和處理買方個人資料。

(c) 賣方同意對買方個人資料保密，在未經買方事先明示書面同意下，不得將買方個人資料揭露給任何協力廠商。賣方進一步同意實施技術和系統化措施來確保買方個人資料的安全性和保密性並以便阻止意外的、未經授權的、非法的破壞、修改、揭露、獲取或遺失這些資料，該等措施應當與該等資料受到破壞風險相稱，符合可適用的資料保護規定。如有任何安全性漏洞的，賣方應立即通知買方，安全性漏洞是指任何對已有的、潛在的或可能的對影響買方個人資訊安全性、保密性或完整性的事件，包括但不限於任何未經授權的獲取、使用，或任何可適用的當地法律中規定的更廣泛的情形。賣方也應向買方提供安全性漏洞的詳細描述、受安全性漏洞影響的資料類型、每位受影響的人，以及買方可能要求的涉及受影響的人員和漏洞詳細情況的任何其他資訊。賣方同意自付費用立即採取措施來調查安全性漏洞，識別、阻止和減輕任何這些安全性漏洞產生的影響，以及實施任何必須的補救安全性漏洞的恢復或其他措施（例如，發送法定通知）。任何與安全性漏洞相關的備案、通信、通知、新聞發佈或者新聞報導（以下稱“通知”）必須在想協力廠商公佈或告知前先經買方批准。賣方應向買方支付或者賠償與安全性漏洞有關的所有成本、損失以及費用，包括但不限於通知成本。

(d) 賣方應遵守所有適用於個人資料保護的法律法規，與買方雇傭資料保護標準相一致地處理買方的雇用資料。特別是，若個人資料是由賣方直接從資料主體處收集而來，則賣方應向資料主體提供法律法規要求的資訊，允許資料主體獲取收集到的其個人資料，以及在必要時獲得該等資料主體的同意。

(e) 買方保留權利使其在事先書面通知後的任何時候有權進行現場核查以審核賣方遵守與買方個人資料相關的義務的情況，即使在本協定終止之後，賣方同意向買方提供途徑/管道以供其獲得進行該等審核所需的所有相關設施、設備和記錄。

(f) 採購協議無論何原因終止的，賣方應立即停止處理買方個人資料，除非買方另行指示；前述承諾持續有效直到賣方不再處理買方個人資料。

(g) 賣方理解並同意買方可以要求賣方提供特定個人資料（以下稱“賣方個人資料”），例如賣方代表人用於業務的姓名、地址、電話號碼、郵箱地址，同意買方及其關聯公司、承包商可以在全球各地的資料庫儲存該等資料以便他們的人員在全球範圍內可以獲取，賣方進一步同意可以為了履行採購協定的目的而使用該等資料。賣方同意遵守所有與向買方傳輸賣方個人資料相關的法律要求。為法律目的，買方是這些資料的控制人，同意不會與買方、其關係企業以及承包商外的第三人分享賣方個人資料，同意使用合理技術系統化措施來確保賣方個人資料的處理符合資料保護法律的規定。賣方可以獲得賣方個人



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

資料的副本，以及通過向買方送達書面通知來遞交更新和更正。

**19. 賣方安全性以及危機管理政策。**賣方應當制定並遵守安全和危機管理政策，該等政策應當至少規定了措施來保障所有送運貨物的物理完整性和安全性並可以對抗擅自引進的有害或危險物質；一經買方要求，賣方將提供該等政策的副本。買方保留權利，要求賣方提供與該等政策相關的資訊，對賣方設備和執行情況進行現場監督以確定該等政策和賣方對政策的執行情況是否足夠保護買方利益。如果買方合理地認為賣方的安全性和危機管理政策以及/或者該等政策的執行情況不足以保護買方的財產和利益，則買方可以通知賣方這項決定。收到通知後四十五(45)日內，賣方應按照買方的合理要求修改政策及執行措施。所有和賣方安全性及危機管理方案的改進和實施以及買方的建議相關的成本都應由賣方負擔。此外，賣方同意其會審核可適用的國家安全項目的要求，包括但不限於美國的海關-貿易反恐夥伴關係（如適用），會(i)按照這些專案的建議維護安全程式的書面方案，(ii)通知買方其成員狀況及其變化和與此專案相關的任何改變。

**20. 商業道德守則。**賣方應採用並遵守買方的業務合作夥伴行為守則（“BPCOC”），該守則位於 <http://www.ingersollrand.com/supplier/BPCOC>。業務合作夥伴行為守則通過援引的方式納入採購協定。此外，賣方應採取所有合理、必要的措施，確保其下級供應商和分包商遵守業務合作夥伴行為守則。經賣方請求，買方會將該守則的有形副本郵寄給賣方。業務合作夥伴行為守則由買方不定時進行修訂。

**21. 智慧財產權。**除非合約雙方在其它協定中另有約定，否則，賣方同意，1) 在其履行任何合約過程中及/或 2) 使用買方提供的機密資訊獨自或與買方一起實施與交付物有關的任何研究、開發和/或設計活動時，買方將擁有所產生的任何智慧財產的所有權利。賣方同意及時向買方披露此等智慧財產權，並特此不可撤銷地將其對此等智慧財產權的所有全球權利、產權和利益轉讓、讓與並過戶給買方。就此等智慧財產權而言，買方擁有在全球申請或註冊任何專利、掩影作品權利、著作權和其他專有權的保護，以及要求將此等智慧財產權作為交付標的物（無額外費用）。賣方應當根據買方的合理要求遞交權利文件、提供協助並採取行動以供申請、註冊、完善、確認並保護本條

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

款下的買方的智慧財產權。賣方應獨自負責根據法律或合約應付給賣方發明人的任何補償。

**22. 買方解除合同。** (a) 買方可無需任何理由僅為了便利之目的以書面通知賣方單方解除採購合約的任何部分或全部。買方無故解除合約的責任限於：i) 在解除日期已交付給買方的合格交付物，及 ii) 為在產線製品付款——以截止至解除日止因未交付訂單而產生的原材料和人工成本為限，且不包括此等未交付訂單中交付日期不在以下二者較小者之內的交付物：1) 雙方約定的交付物的嚴格交付週期或 2) 六 (6) 周。但是，買方可選擇讓賣方繼續生產在製品交付物（如前述規定所述之在產線製品），但買方有義務按照採購協議購買此等合格交付物。此外，任何情況下，買方無故解除合約的責任不超過合約項下相關未交付的交付物的價格。買方也無任何義務賠償賣方的利潤損失，也不承擔任何特殊、懲罰性或處罰性責任、間接和偶然損失。

(b) 如賣方 i) 1) 破產；2) 無力償還到期債務；3) 為保護債權人的利益轉讓全部財產；4) 暫停還款；5) 就其全部資產或部分資產的指定管理人；或 6) 以任何方式提交破產申請；ii) 所有人或管理層發生變動，從而導致買方的競爭者獲得對賣方的所有權或控制權；或 iii) 在對採購協議有任何違反的，則買方可因上述事由，可提前七 (7) 天書面通知解除（全部或部分）採購協定。如賣方在收到此等通知後的七 (7) 天內對上述事由進行補救並使得買方滿意的，則此等解除將不發生效力，且因此解除的採購協定的全部或部分將繼續有效。如果交付物或服務有瑕疵的，不適用該等七 (7) 天補救期，買方可隨時解除採購協議且即時生效。

(c) 如買方解除採購協議的，賣方應立即停止所有採購協議項下的所有工作，除非買方另有指示，且應立即讓其所有下級供應商或分包商停止工作。

(d) 如買方因故解除合同的，則 i) 買方對賣方不承擔任何責任，除非在 (c) 條下買方指示賣方繼續工作，則僅對據此向買方交付和銷售的合格交付物承擔有關合同義務；ii) 買方還可按照此等條款或買方認為適當的方式從別處獲得替代交付物或服務（或替代交付物的部件或替代部分服務），且賣方應對買方發生的任何額外成本或其他費用負責。

**23. 賣方解除合約。** 賣方僅在買方未按照採購協定支付交付物或服務的採購價且符合下列條件時才可解除採購協定（全部或部分）：1) 此等採購價金額巨大且逾期六十 (60) 天以上；2) 賣方首先向買方提供列示下述內容的書面通知：i) 逾期金額（包括但不限於相關的訂單、發票號碼和日期）及 ii) 買方在逾期金額未支付時解除合約之意圖；及 3) 買方在收到賣方此等書面通知後的三十 (30) 天內未採取以下任一行為：i) 支付逾期款項，或 ii) 通知賣方，買方對於

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.

未支付的款項有爭議。如上述條件均滿足，賣方可在向買方發送解除通知後解除訂單。賣方不得因本條款之外的任何其他原因解除或取消（全部或部分）採購協定。賣方不得因任何原因暫停履行任何採購協議下的義務。買方無任何義務賠償賣方的利潤損失，也不承擔任何特殊、懲罰性或處罰性責任、間接和偶然損失。

**24. 退出計畫。** 如任何採購協定（全部或部分）解除或到期的，雙方同意本著誠信原則，遵照採購協議的條款，共同及時制定賣方製造和買方採購的退出計畫。經買方請求，賣方同意為滿足買方的要求，在過渡期間（自適用的終止日期起不超過六（6）個月）生產採購協議所規定的交付物安全庫存量。

**25. 適用法律及爭議解決。** (a) 採購協議適用買方送達處所在地的國家（州、省，如適用）的法律，但不包括聯合國國際貨物銷售合約公約以及指引至其他法域的法律的衝突法規定。買方向賣方提起的、因任何合約引起或與之相關的任何法律行為或調處或訴訟將由買方交由對賣方具有管轄權的任何法庭或對買方的送達處所具有管轄權的任何法庭（具體由買方決定）進行處理，在此等情形下，賣方同意此等管轄權和法院地，包括根據所適用的訴訟規範所規定的送達程式；iii) 賣方向買方提起的、因採購協議引起或與之相關的任何法律行為或調處或訴訟，只能由賣方向對買方的送達處所具有管轄權的法庭進行處理。 (b) 賣方所提起的爭議調處或訴訟必須在涉嫌違約或導致賣方提起主張的其他事件後的一（1）年內提出，而不考慮發現違約的日期。未在此等一（1）年期間內提起的任何訴訟將被禁止，而不考慮法律或法規所規定的任何其他限制期限/訴訟時效。

**26. 語言。** 本採購協議以中英文撰寫。如有不一致，以英文為準。