

General Terms and Conditions

1. SCOPE

1.1 These General Terms and Conditions (the 'Terms') are applicable to all purchase orders (the 'Order') made by Universal Scientific Industrial (Shanghai) Co., Ltd., its subsidiaries, any entity directly and indirectly controlled by it (hereinafter collectively called 'USI'), from the supplier indicated on the purchase orders (the 'Supplier') whether for machines, parts, materials, or software, technology, or other various goods or services (hereinafter individually or collectively called the 'Supply').

1. 适用范围

1.1 本采购订单通用条款 (以下简称本「条款」) 适用于所有环旭电子股份有限公司及其所有直接 和间接控制的子公司 (以下统称「USI」) 对供应商所签发的, 采购包括但不限于机器设备、零配件、技术、服务、软件等各类产品及服务 (以下简称「货物」) 之订单。除非采购订单另有 规定, 本条款一经供应商接受, 就构成了下发订单的 USI 主体与供应商之间有效并可执行的合同。

2. ORDER

2.1 All purchases made by USI shall take the form of a purchase order issued by USI. In the event of an emergency, the Supply can be delivered or furnished against Order number provided by USI.

2.2 Supplier shall acknowledge receipt of the Order within seventy-two (72) hours of receipt of the Order. Where no such acknowledgment of receipt is issued, commencement of work under the Order shall be considered an acceptance of this Order.

2.3 Acceptance of the Order is limited to the express terms set forth in this Order. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this Order is hereby rejected. These Terms may not be varied or modified in any manner, unless in a subsequent writing signed by USI.

2.4 By acceptance of this Order, Supplier agrees to be bound by, and to comply with all the terms and conditions of this Order, which includes any supplements to it, and all specifications and other documents referred to in this Order.

2. 订单

2.1 USI 将以订单通知供应商订购货物, 如情况紧急, 供应商可以依据 USI 提供的订单号码先行发货或交货。

2.2 供应商应于收到 USI 之订单后 72 小时内向 USI 回复确认接受订单。如供应商未明确回复接受订单, 但其开始履行该订单所要求的工作亦视为接受该订单。

2.3 接受订单限于订单明确所列的条件以及本条款。USI 特此明确拒绝供应商

提出的任何额外或不同的条款和条件，无论其是以报价单、承诺书、发票或以其它任何形式存在，除非是 USI 以书面形式明确同意接受这些额外或不同的条款和条件。

2.4 供应商接受订单即视为供应商同意按本条款、订单及其附件规定的标准，向 USI 销售货物、提供服务。

3. PACKAGING AND DELIVERY DOCUMENTS

3.1 The Supply shall be packed in accordance with USI packaging and labeling specifications or must be packaged in the manner as specified in the Order, but in any case no less than in a manner to protect the Supply from loss or damage in transit, and also in conformance with good commercial practice, government regulations, and other applicable standards.

3.2 Supplier will, at its expense, provide USI with correct and complete documents for each delivery of the Supply, including but not limitation to the following documents: (a) Bill of Lading (B/L) /Delivery Note; (b) Commercial invoice; (c) Packing list; (d) other documents required by USI.

3.3 Supplier must reimburse USI for any cost and expenses, incurred by USI as a result of Supplier's improper packing, marking, shipping, and failure to provide USI with the correct delivery documents, and for the return of rejected Supply.

3. 包装与文件交付

3.1 供应商在对货物进行包装、标示和装运时，应遵照 USI 订单中的指示，并符合发货时适用的各项法规以及通用的行业标准。所有货物应进行适当包装以防止运输过程中的损坏或损失。危险品的所有包装和文件上必须标有突出的警告。

3.2 供应商于每次交货时应自费向 USI 提供一套正确且完整的交货文件，包括但不限于：(i) 提单/ 发货单；(ii) 统一/商业发票；(iii) 装运清单；(iv) 其它 USI 所要求的文件。

3.3 因供应商违反本条规定，不当包装、标识产品或不当提交文件造成 USI 支付的额外费用及其它损失，概由供应商承担。

4. DELIVERY

4.1 Delivery will be made in quantities and at the times specified on the Order. Time and quantity of delivery are of the essence of the Order. Unless otherwise specified on the Order, delivery shall be at the USI facility indicated on the Order.

4.2 Supplier will notify USI immediately of any possibility of late delivery and USI may require shipment by more expeditious method, at Supplier's expense.

4.3 In the event of late delivery, Supplier shall be responsible for any damage or loss

incurred by USI with regard to late delivery, including but without limitation to labor cost (labor cost will be reasonably negotiated by both parties, but not lesser than US\$ 12 per person/ hr) . In addition, the late delivery penalty will be charged by USI on Supplier subject to 0.2% per day of the invoice amount of the late delivery and USI also reserves the right to terminate part or all of affected order without liabilities.

4. 交货

4.1 供应商应按订单中规定的时间和数量交货。准时交付是执行订单时最重要的。除非订单另有明确规定，供应商应将订单中规定数量的货物按时送达签发订单的 USI 主体所在地。

4.2 若供应商对于履行订单规定之交货日期有任何困难，应立即以书面通知 USI，并同时告知 USI 预计的交货日期。为确保准时交付，USI 或许会要求供应商采用更快捷的运送方式，因此产生的额外费用由供应商承担。

4.3 供应商若未能依交货期限按时交货，应负责赔偿 USI 因此所生之一切损失，包括但不限于停工损失 (停工损失金额应经双方合理协商确定，但停工损失计价基准不低于每人每工时美金 12 元 整) 。此外，每逾一日供应商应按当批交付货物总价之千分之二向 USI 支付违约金，并累计至实际交货日。如供应商迟延交货情况严重，USI 有权选择取消相关订单之部分或全部，且 USI 不必向供应商承担任何责任。

5. ACCEPTANCE

5.1 USI reserves the right to reject or revoke acceptance of a nonconforming Supply, which includes but is not limited to defects or defaults revealed by inspection, even though such items previously may have been accepted.

5.2 Notwithstanding payment or prior inspection, if any of the Supply is found to be not in conformity with the requirements of the Order, in addition to any other remedies it may have, at its option, USI may correct the non conformance at Supplier's expense or reject and return the Supply and discontinue the services at Supplier's own risk and expense. Alternatively, at USI's instruction, Supplier shall retrieve the nonconforming Supply at its expense within seven (7) days of notification of rejection or revocation of acceptance. USI will be permitted to dispose of the Supply upon Suppliers failure to retrieve the non Supply.

5. 接受

5.1 USI 有权拒绝接收与订单不符的货物，包括但不限于进料检验不合格之货物或延迟交付的货物。

5.2 USI 检验供应商所交付之货物或支付相应货款，并不能免除供应商依订单所应负担之任何义务、声明或保证责任。如事后发现本产品具有瑕疵与订单不符

者，在不损害其依订单或法律所得主张之任何其它权利或救济之下，USI 有权选择，拒绝受领货物，或要求供应商重新供货或重新 免费提供服务，或是其它追偿方式。供应商应在收到 USI 退换货通知后 7 日内，自费至 USI 处取回 退货，或补正其货物不符合订单规定之部分，或依 USI 的指示实时履行服务。供应商应承担所有拒收货物之修理、替换及运输成本及费用，并赔偿 USI 因此所生之所有成本及费用。供应商 若未于指定日期前处理者，USI 得自行处理瑕疵货物，不负保管责任。

6. PRICE AND TERMS OF PAYMENT

6.1 All prices shall be “firm”, as stated in the Order and include packing, transportation, unloading costs, customs charges, taxes and insurance costs.

6.2 The invoice shall include all information appearing on the Order necessary for identification and control of the Supply. Time for payment will not begin until correct and complete invoices are received.

6.3 USI will make the payment of the Supply in accordance with the payment term specified in the Order and the payment date set up by USI after incoming inspection of the Supply.

6.4 In addition to any right provided by law, USI may automatically deduct from payments made to Supplier any and all sums due or to become due by Supplier for whatever reason.

6. 价格与支付

6.1 订单中所载货物价格应为固定价格，并已包括货物的包装、运输、装卸、报关、税费及保险的 费用。

6.2 发票应如实记载订单中所规定的，用以确认货物的所有必要信息。USI 只有在收到符合规定的发票后才会开始付款。

6.3 货物验收合格后，USI 于依个别订单所载之付款条件并依签发订单之 USI 主体所规定之财务付款 日向供应商支付货款。

6.4 与 USI 随时有权以自己对供应商之债权，抵销及扣除任何供应商对 USI 之债权，而不论该等债权 之请求权之性质。

7. WARRANTY

7.1 Supplier warrants that (1) the Supply will be new, of good quality, and free from defects in design, material and workmanship for the warranty period specified in section 7.2; (2) the Supply will conform to all specifications and requirements furnished to Supplier by USI, and all industry standards, applicable laws and regulations, including but not limited to banned and restricted Substance for product, in countries where the Supply is manufactured and to be sold; (3) Supplier will convey clear title to USI, free and clear of all liens, claims, interests and other encumbrances; (4) the Supply will be merchantable and fit for particular purpose

intended by USI.

7.2 The above warranties will be in effect for a period of twenty-four (24) months from the date of acceptance by USI. If any Supply fails to conform to the above warranties, Supplier, at USI's option, will: replace or repair the nonconforming Supply; or (iii) refund the purchase price of the nonconforming Supply and any related costs incurred by USI. Any replacement Supply also will be subject to the above warranties and warranty period.

7. 保证

7.1 供应商同意就其交付之货物提供下列担保：(i) 货物为全新良品，在本条款 7.2 条规定的质保期 内，货物完全符合 USI 之质量要求，在设计、原材料或制程工艺上不存在缺陷；(ii) 货物完全 符合 USI 指定的规格、标准或要求 (包括 但不限于产品的限用與禁用物質) ，也完全符合货物制 造或销售地的各项法令、规章的要求；(iii) 供应商保证将货物无瑕疵的所有权转让给 USI，货 物无留置权、抵押权或其它权利瑕疵；(iv) 货物完全符合 USI 采购货物之使用目的。

7.2 货物质保期自货物收货验收合格之日起为期 24 个月。如发现货物不符上述保证条款之情形时， 供应商同意依 USI 选择，于 USI 指定之期间内，及时免费修理或更换任何故障之货物，或退还 USI 就该发生故障货物所给付之金额，并赔偿 USI 因此所生之一切损失。如 USI 选择由供应商免费更 换故障之货物时，相应质保期自更换货物验收合格之日起重新起算。

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Supplier represents and warrants that the sale or use of the Supply provided to USI will not infringe any intellectual property right of third party anywhere in the world. If any Supply or part thereof is held to constitute an infringement, Supplier will, at its expense, obtain for USI a license to use the Supply, or replace or modify the same, in a manner satisfactory to USI, so as to avoid the infringement.

8.2 With respect to any intellectual property right owned or controlled by Supplier which incorporated into the Supply under the Order, Supplier will grant USI a worldwide, nonexclusive, royalty-free, permanent, paid-up, irrevocable license, with a right to make, to use and/or repair, to sell and market, import or export such intellectual property right. 8.3 When Supply is made to USI's specifications, the design, plans and specifications developed by Supplier will be the exclusive property of USI and may not be used by Supplier for any purpose except the performance of the Order issued by USI and may not be disclosed to any other person without USI's written permission.

8. 知识产权

8.1 供应商保证其交付之货物未侵犯任何第三方的知识产权。若供应商交付之货

物致受到第三人之 侵权请求时，供应商应负责赔偿 USI 因此受之一切损害及费用。此外，供应商应自费为 USI 获取 继续使用货物的权利，或依 USI 之选择修改货物使其不再侵害第三人之知识产权，但不应减少 或灭失其原有之效用；或以不侵权且功能相当之代用品更换侵权货物；或返还或扣除侵权货物 之货款，并接受 USI 取消侵权货物之订单。

8.2 对于货物中所包含的任何供应商所有的知识产权，供应商在此授权 USI 永久的、不可撤销的、 全球范围的、非排他性的、免费的使用该知识产权进行加工、制造、维修、进出口的权利。 8.3 如货物是依照 USI 所提出之规格专为 USI 所制造者，则供应商因履行本订单所产生之知识产权应 归属于 USI 所有，非经 USI 事先书面同意，供应商不得为任何 USI 之外的第三方制作或提供图纸给 第三方制作该产品。

9. CONFIDENTIALITY AND INFORMATION SECURITY

9.1 All information provided to Supplier by USI under this Order and for the Supply not publicly available shall remain USI's property and be considered confidential by Supplier. Supplier shall take all necessary measures to ensure that neither Supplier nor its employees, agents, suppliers or authorized subcontractors, communicate such confidential information to any third party without USI's prior written consent and that the information is used only for the performance of the Order issued by USI. Supplier also shall process confidential information only by the employees who take the permanent confidentiality obligation until the confidential information become in public domain.

9.2 These confidentiality requirements shall be maintained for the duration of performance under the Order and for a period of five (5) years thereafter. Immediately upon completion of performance of the Order, any termination of the Order or upon the request of USI, Supplier agrees to return to USI all information, including all copies thereof, confidential or otherwise, related to the Order.

9.3 In the event of Supplier's breach of this provision, USI shall have the right, among all other remedies, to cancel the undelivered portion of any Supply or services covered by this Order and shall not be required to make further payments except for conforming Supply delivered or services rendered prior to cancellation.

9.4 Supplier shall stipulate internal regulations related to information security, privacy protection, and Prototype Protection. Except fully complied with the confidentiality obligation of privacy and trade secret, Supplier shall also make the responding plan for an information leakage accident. If there is any abnormal information event, such as unauthorized visit and data leakage accident, Supplier shall give USI a written notice right away. If Supplier fail to do so, it shall be viewed as in breach of the contract.

9.5 USI shall be entitled to evaluate the information security policy of Supplier by itself or by a competent third party. If Supplier fails to meet the information security

policy, it will be viewed as a default. USI shall be entitled to drive Supplier correct its deficiency by its own cost in a reasonable period. If Supplier fails to correct its findings, the Section 9.3 shall be applied.

9.6 Supplier shall ask its suppliers obey the same criteria of the relevant information security specification and enter into the Information Security Agreement to protect trade secrets and privacy. USI is entitled to audit or to authorize a competent third party to audit the suppliers of Supplier for the relevant information security specification. The suppliers of Supplier shall provide the convenience for the audit.

9. 保密责任与信息安全

9.1 供应商应对其在履行该订单过程中自 USI 处取得的设计、知识、技术、装置、图纸、规格、图案、技术信息、文件、业务计划、项目需求等未公开的资讯(统称为「机密信息」) 承担保密 责任。供应商应保持如同保护和维护自己的机密信息同样的谨慎性, 在任何情况下均应以善良管理人注意义务来保护机密信息而仅让负有保密义务且事先熟悉与其相关的数据保护法律的员工参与项目, 即使在员工的雇佣合同终止后, 供应商员工的保密义务也必须继续生效。供应商并应防止其自身及其员工、代理人、供应商或授权分包商, 在未提前获得 USI 书面许可的情况下, 将任何 USI 的机密信息泄露给任何第三方, 也不应在履行该订单以外的任何目的下使用 USI 的机密信息。

9.2 上述保密责任于订单履行期限内继续有效。即使双方结束商业合作关系, 该保密责任条款在结束合作关系后五年之内仍然有效。在订单履行期限届满或提前终止时, 或经 USI 请求时, 供应商应立即将所有收受之 USI 机密信息之原件、原本、复制品、影印本或磁盘片等返还之, 并将储存于储存媒介中之资料删除, 不得藉任何理由拖延或推诿。

9.3 供应商若违反本保密责任条款之规定, USI 有权立刻取消所有尚未交货或者尚未履行服务部分的订单, 且除了支付于撤销通知前已经确认交货的部分外, 不再向供应商支付任何金额。上述撤消订单的权利不影响 USI 主张其在法律上可享有的任何其它求偿权或救济。

9.4 供应商应制定信息安全、隐私保护、原型保护等相关规范, 除应恪守对个人隐私与商业秘密的保密义务外, 并应制定信息泄漏的应对方案。当发生信息泄漏或异常访问等信息异常事件时, 供应商应即时对 USI 披露 (包括但不限于未经授权访问或使用个人数据), 否则应认定为违约。

9.5 USI 有权自己或委任有资质的第三方对供应商进行信息安全评价, 若供应商有重大信息安全缺失, 视为有泄密之虞, USI 有权要求供应商以自己之费用于合理期限内改正缺失, 拒不改正者, USI 有权按 9.3 条的规定处理。

9.6 供应商应要求其供应商按照相同之标准遵守信息安全相关规范，同时要求其供应商签署足以保护商业秘密、个人隐私之信息安全协议。USI 有权对供应商之供应商进行查核，供应商应当确保其供应商时时给与甲方查核的便利。

10. TRANSFER OF TITLE AND RISKS Title and risks to the Supply shall be transferred from Supplier to USI upon the delivery of the Supply to USI in accordance with the Order. Upon transfer of the title to the Supply, USI is entitled to all rights and interests on the Supply (including without limitation the right to dispose of or resell the Supply at USI's sole discretion), and in no event is subject to any rights, options, or arrangements of the Supplier or any third party.

10. 所有权和风险的转移 货物灭失或毁损的风险以及货物的所有权，应予货物正式交付予 USI 时从供应商转移至 USI。在所有权转移后，USI 享有货物的全部权利和权益（包括但不限于 USI 可自行决定处置或转卖货物的权利），且在任何情况下均不受限于供应商或任何第三方的任何权利、期权或安排。

11. FORCE MAJEURE

11.1 The Supplier shall inform USI in writing, with supporting evidence, of any force majeure event that makes it impossible to fulfill the Order within three (3) working days as from the occurrence of the force majeure event and specify the foreseeable duration thereof.

11.2 In the event all or part of the Supply is delayed on account of a force majeure event, for a period of over thirty (30) days, USI shall be entitled to terminate the Order.

11. 不可抗力

11.1 在履行订单过程中，如因发生不可抗力事件而导致订单暂时无法履行时，供应商应予不可抗力事件发生之日起 3 个工作日，以书面方式及时通知 USI 该不可抗力事件的发生，以及预期因不可抗力事件而暂停履约的期间，并提供相应证据文件。供应商得不承担因不可抗力事件引致的延迟交货等违约责任。

11.2 如因不可抗力事件导致供应商暂停或延迟履约持续至少三十 (30) 天以上时，USI 有权终止该订单，并不承担任何费用。

12. INDEMNIFICATION Supplier agrees to indemnify, hold harmless and defend USI and its related companies, their directors, officers, employees, agents and customers from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, all attorney's fees and any other cost of litigation arising out of a breach of the Order, warranty claims, product liability claims, injuries to persons, or damage to property caused by the

performance of Supplier.

12. 损害赔偿 供应商应对其于本订单下的履约行为或交付的货物造成的任何人身伤害 (包括死亡) 或因此产生的损失、费用、损坏、要求和索赔承担全部责任。供应商应保证 USI、其关联公司、高级职员、代理人 and 员工不因此受损失。供应商应对因供应商于本订单下的履约行为或交付的货物引致的人身伤害或财产损害而对任何上述人员提出的任何起诉或诉讼进行辩护, 并应支付与这种 起诉或诉讼有关的或其产生的任何损害成本和费用, 包括律师费用。

13. INSURANCE

13.1 Supplier must all times carry and maintain, at its sole expense, insurance coverage in reasonable amounts covering workers compensation, Employer's Liability, Commercial General Liability (including products / completed operations and blanket contractual liability) and otherwise required by law or reasonably requested by USI. Supplier must also insure all property owned or paid for by USI on Supplier's premises (including work in process for which USI has paid, whether or not title has passed) against loss or damage to the full extent of its insurable value. All required insurance must be with companies licensed in the jurisdiction in which the services are performed and acceptable to USI.

13.2 Upon request, Supplier will furnish to USI certificates of insurance. Supplier's furnishings of certificates of insurance or purchase of insurance will not release Supplier of its obligations or liabilities under this Order.

13. 保险

13.1 供应商及其员工、代理人、分包商在执行该订单的过程中进入 USI 控制的场地时, 供应商应自费办理并保有合理数额的工伤保险、雇主责任险、一般商业综合责任险 (包含产品责任险, 合同责任险和完工责任险), 以及法律或USI要求的其他保险, 并应遵守所有现场要求。供应商应 对所有 USI 授权其保管的财产 (包括 USI 已经支付对价的在制品, 无论其所有权是否转移), 按其 保险价值投保财产险。

13.2 上述所有要求供应商投保的保险其所投保之公司、种类、范围及地区应在 USI 可接受之程度内, 如 USI 提出要求, 供应商应提供相关「保险凭证」以资证明。但购买保险或提供上述保险凭证, 并不能因此免除供应商依据订单与本条款应承担的赔偿责任或义务。

14. TERMINATION

14.1 USI may terminate any Order for cause in the event of any default by Supplier:

(i) late delivery, (ii) delivery of Supply that are defective or that do not conform to the

Order, or (iii) failure upon request to provide USI with reasonable assurances of future performance. Additionally, USI may forthwith cancel any Order in the event of any of the following: (i) insolvency of Supplier; (ii) filing of an involuntary or voluntary petition of bankruptcy against Supplier; (iii) execution by Supplier of an assignment for the benefit of creditors; or (iv) appointment of a receiver over Supplier's assets. In the event of termination for cause, USI shall not be liable to Supplier for any amount, and Supplier shall be liable to USI for all damages sustained by reason of the default which gave rise to the termination.

14.2 Upon earlier termination of any Order for any reason, Supplier will, at USI's option, assign to USI any or all supply contracts or orders for raw material or components relating to the Order, or sell to USI, at Supplier's cost, any or all inventory and/or work in process relating to the Order.

14.3 USI reserves the right to terminate any Order for its sole convenience, without reason or cause. In the event of such termination, Supplier shall immediately stop all work, and shall forthwith cause all of its suppliers and subcontractors to cease work. Upon approval by USI, Supplier shall be paid a reasonable termination charge based on procurement contract agreement between USI and Supplier consisting solely of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Within thirty (30) days after receipt of a termination notice, Supplier shall submit its claim. USI reserves the right to verify the claim by auditing all relevant records. Supplier shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. USI will have no obligation to Supplier if USI cancels its Order because of breach of default by Supplier under these Terms. In no event will USI be liable to Supplier or Supplier's subcontractors for anticipated profits or for cancellation charges.

14. 终止

14.1 在下列任何供应商违约的情况下, USI 可以立即终止该订单: (i) 延迟交货; (ii) 供应商交付 的货物违反相关订单的约定、陈述或保证; (iii) 经 USI 要求, 供应商未能提供合理的预期履约保证。此外, 在出现下列任何情况时, USI 可以立即取消该订单, 且不需提前书面通知: (i) 供应商依法申请重整、破产清算、或公司解散; (ii) 供应商成为破产宣告或任何关于无力偿债、破产清算、分派利益予债权人或其它类似之程序之主体; 或 (iii) 供应商为了债权人的利益而做出转让; (iv) 指定接收人或受让人接管供应商财产。因供应商具有上述情况而为之订单终止, USI 对供应商不承担任何责任, 但供应商应对因订单提前终止所致之 USI 的任何损失承担赔偿责任。

14.2 订单因故提前终止时, 供应商应依 USI 之选择, 将供应商为履行该订单所取得的部分或全部原 材料或零组件的采购合同, 立即转移于 USI。此外, 供应商应将该订单项下的在制品及制成品以成本价售予 USI。

14.3 USI 还有无需给出任何理由而随时终止全部或部分订单的权利。供应商收到 USI 的终止通知后，应立即终止该订单下的所有工作，并同时通知其所有相关原材料供应商停止相关采购订单下的所有工作。对于在上述终止通知前已经发生的，按照该订单合理完成的在制品及制成品，或者已购或已订的原材料，双方应以合約簽定的權利義務，确认因终止该订单的合理补偿金额。供应商于收到 USI 终止通知后 30 日内提出上述补偿金额的请求，USI 有权对上述取消订单补偿金额。在任何情况下，USI 都不应对供应商及其分包商的利润损失或未分摊间接费用负责。

15. ENVIRONMENTAL, SOCIAL RESPONSIBILITY AND COMPLIANCE At all times, Supplier shall comply with all regional, country and international laws and follow international standards for (i) environmental protection including eco-efficiency, energy conservation, emissions and waste reduction, (ii) the secure handling and transporting of goods containing dangerous and hazardous substances, (iii) occupational safety, health and human rights in the workforce and in the supply chain, (iv) diversity, non-discrimination and equal opportunity in the workforce and (v) anti-corruption and anti-competitive behavior. (vi) complying with the laws and regulations related to data security to deals with personal information, including to the security arrangement with the latest technology skill and the data confidentiality to the employees. Supplier shall indemnify USI against any and all claims for damages, which third parties may bring as a result of Supplier's noncompliance with local, regional, federal and international laws and international standards as stated herein. Supplier shall adopt the latest Responsible Business Alliance (RBA) code of conduct and actively pursue conformance to the code and its tenets for ethics, labor rights, labor health and safety and care for the environments and Supplier shall also require its first tier suppliers to adopt and implement the code.

15. 环境、社会责任及合规

供应商应持续遵守与下列范畴相关之所有区域、国内及国际法规及相关国际标准：

- (i) 环境保护，包括生态效益、能源节约、减少排放及废弃物；
- (ii) 含有危险及有害物质之产品的安全处理及运送；
- (iii) 员工及供应链的职场安全、健康及人权；
- (iv) 劳工的多样性、不歧视及平等机会；
- (v) 反贪腐、反竞争行为；
- (vi) 遵守数据安全法律要求处理个人信息，包括采用最新技术的安全措施和对员工的数据保密约束。

供应商应赔偿 USI 因供应商违反前述法规或国际标准遭第三人请求之任何损害赔偿。供应商应采用最新公布的责任商业联盟行为准则，并积极的追求该行为准则及关于道德、劳工人权、劳工健康和安全、环境关怀原则之合规，供应商并应要求其直接供应商采用并实施同一行为准则。

16. CONFLICT MINERALS AND TRADE COMPLIANCE

16.1 Seller shall use industry standard efforts to ensure that gold, tantalum, tungsten and tin contained in Goods covered by this purchase order and sourced from mines

in the Democratic Republic of Congo or its adjacent regions do not directly or indirectly finance illegal militia in the Democratic Republic of Congo or its adjacent regions ("Conflict-Free Minerals") . If any Goods supplied by Seller do contain minerals that are not Conflict-Free Minerals ("Conflict Minerals") , Seller agrees to promptly notify USI of the presence of such Conflict Minerals, and provide a written report identifying the mine and/or smelter of origin for such Conflict Minerals and the related chain of custody. Seller shall only provide USI with Goods containing Conflict-Free Minerals from sources of a certified Conflict-Free smelter and refinery program.

16.2 Except Sections 16.2, Supplier shall not purchase the materials from the controversial areas which are defined by the applicable laws and regulations. If there is any concern related to trade compliance, Supplier shall inform USI from time to time to ensure whether the material shall be replaced or not. If Supplier fails to inform USI on time, Supplier shall bear any loss and damages incurred by USI including but not limited to production disruption, late delivery, administrative penalty, product recall, and any other circumstance not able to keep continuous production.

16. 冲突矿产与其他贸易合规事宜

16.1 供应商应善尽符合产业标准的努力确保本订单采购产品所含源自于刚果民主共和国或其邻接地区之金、锡、钽、钨未直接或间接资助刚果人民共和国或其邻接地区之非法武装部队（「非冲突矿产」）。若供应商供应之产品所含矿产非属非冲突矿产（「冲突矿产」），供应商同意立即将冲突矿产存在之事实通知 USI，并提供查明该冲突矿产之源头矿区及/或冶炼厂及相关产销监管链的书面报告予 USI。供应商仅得提供 USI 含源自合格冶炼厂体系之非冲突矿产的产品。

16.2 除冲突矿产外，供应商应避免原物料来自争议地区的争议品项，若有相关贸易合规疑虑，应时时通知 USI，确认是否更换原物料；若怠于通知，因此造成 USI 中断生产、迟延交货、政府裁罚、产品召回或其他无法持续生产的情况，供应商应承担因此所生的一切损失。

17. ASSIGNMENT Supplier may not assign or delegate any of its duties or obligations under the Order without the prior written consent of USI. Any sale, assignment or other transfer of stock, securities, or other interests of Supplier that would result in a change in control of Supplier will be deemed to be a purported assignment of the Order.

17. 禁止转让 供应商于订单及本条款项下之权利及义务，非经 USI 事前书面同意，供应商不得以司法程序或 其它方式转让予任何第三人。供应商应为其各级分包商的所有工作向 USI 负责。

18. GOVERNING LAW AND JURISDICTION

18.1 The Order is governed by and interpreted under the laws of China law, without regard to any otherwise applicable conflict of laws provisions.

18.2 Any dispute between USI and Supplier, relating to the Order shall be settled by the courts in the place where Order is released.

18. 法律适用与纠纷解决

18.1 本条款之准据法为中华人民共和国法律。

18.2 双方如有争议，订单所指示的买方（即签发订单的 USI 主体）的所在地有管辖权的法院为一审管辖法院。

19. MISCELLANEOUS

19.1 Duty of Advice: The Supplier must provide USI with all the information essential for use of the Supply. Supplier shall inform USI of any non-compliance of applicable regulations.

19.2 Severability: If any provision of the Terms shall be held or deemed to be, in fact, be illegal, inoperative or unenforceable, the remaining terms of the Order will remain in full force and effect.

19.3 Waiver: The failure of USI to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of USI thereafter to enforce each and every such provision.

19. 其它

19.1 通知义务：供应商应提供 USI 使用货物所必须的所有资讯，使 USI 具有安全合法使用货物之资格 或能力。如 USI 有任何未遵守货物采购或使用之相关法令之情形，供应商应明确告知 USI。

19.2 可分割性：若该订单的任何条款无效或不能强制执行，这种无效性或不能强制执行性不应使整个订单无效或不能强制执行，该订单应理解为不包含特定无效的或不能强制执行的条款，应据此理解和强制执行双方权利和义务。

19.3 权利的放弃：USI 未能或迟延主张本条款中任何条款下的权力，皆不构成 USI 放弃今后主张该条款或本条款中其它条款之权利。