

<p style="text-align: center;">Purchase Order</p> <p style="text-align: center;">General Terms and Conditions</p>	<p style="text-align: center;">购买订单</p> <p style="text-align: center;">通用条款和条件</p>
<p>1. Offer and Acceptance: This document contains the Terms and Conditions on which GW Plastics (Dongguan) Ltd or any of its subsidiaries or parent companies (“GWP”), buys Deliverables, as explained hereinafter, for its facilities. This Purchase Order includes and is expressly limited to these General Terms and Conditions and all specifications, drawings, data and additional or special terms and conditions contained herein, attached hereto or incorporated herein by reference (together “Specifications”).</p> <p>Any additional or different terms proposed by the Seller in any order acknowledgement form, invoice or other writing, are rejected unless expressly agreed to in writing by GWP. This Purchase Order will be deemed accepted, and GWP and Seller have a binding enforceable Contract, whenever Seller confirms such acceptance in writing or commences furnishing any of the Deliverables specified herein.</p> <p>2. Purchase Order Number: GWP’s Purchase Order number must appear on all invoices, shipping documents, labels and all correspondence and other references thereto.</p> <p>3. Definitions: The term “Deliverables” means all goods and services to be delivered or provided as specified in this Purchase Order, including by way of example only, all materials, goods, components, design services, molds, automation, manufacturing, installation, inspection, repair, maintenance, construction, testing and other labor and materials required to deliver and provide the Deliverables.</p> <p>The term “Loss” means every loss, liability, cost, damage and expense, including attorney’s fees and court costs.</p> <p>4. Time of Performance: Performance of this Purchase Order at the date(s) specified for delivery of the Deliverables is an integral part hereof. Time is of the essence to all Purchase Orders and is determinative reason for GWP’s will to execute and issue the Purchase Orders.</p> <p>Seller shall immediately notify GWP in writing of any circumstance, event or occurrence which</p>	<p>1. 订购和接受:本文件包含 GW Plastics (Dongguan) Ltd.,或其任何子公司或母公司 (“GWP”) 为其设备购买交付物 (定义见下文) 的条款和条件。本购买订单包括且明确限于这些通用条款和条件, 以及经本文件引用而包含于、附带于或附加于本文件的所有规范、图纸、数据及额外或特别条款和条件 (统称“规范”)。</p> <p>卖方在任何订单确认书、发票或其他书面文件中作出的任何额外或相异条款, 均不予承认, 除非 GWP 明确书面同意。卖方书面确认接受或开始提供本文件所述之任何交付物时, 本购买订单将视为被接受, GWP 和卖方之间形成具有约束力和执行效力的合同。</p> <p>2.购买订单号:GWP 的购买订单号应当在所有发票、装船文件、标签和所有函件及其引用的其他文件中明示。</p> <p>3.定义:术语“交付物”是指将根据本购买订单交付的一切货物和提供的一切服务, 包括 (仅为举例) 所有材料、货物、组件、设计服务、模具、自动化、制作、安装、检验、修理、维护、施工、测试及为交付、提供交付物所需的其他服务和材料。</p> <p>术语“损失”是指每项损失、责任、成本、损害及费用, 包括律师费和诉讼费。</p> <p>4.履行时间:按规定的送交交付物的时间履行本购买订单, 是本文件内容的一部分。所有购买订单中, 时间都至关重要, 并且是 GWP 签署和执行购买订单的决定性因素。</p> <p>卖方认为或有理由认为任何情况或事件可能导致其无法按时送交交付物的, 卖方应立即书面通知</p>

Seller believes or has reason to believe may result in the inability of Seller to deliver the Deliverables on time. GWP, at its option, may accept delivery at an earlier or later date or dates, but such acceptance shall not be deemed to waive any right or remedy available to GWP under this Purchase Order. GWP shall have the right to take discounts on the basis of the date of delivery or the date of receipt of Seller's invoice, whichever is the latter. If Seller fails to deliver any Deliverables on time, GWP may, in addition to its other rights and remedies, reject such Deliverables and/or terminate this Purchase Order in whole or in part, and purchase substitute Deliverables elsewhere and charge Seller with any Loss incurred.

5. Delivery; Title; Risk of Loss; Transportation: Deliverables shall be delivered to GWP DAP at the place named in the Purchase Order (Incoterms 2010). Title to and all risks of loss or damage shall remain with Seller until written and irrefutable receipt by GWP of the Deliverables.

6. Force Majeure: In the event of fire, flood, strike, lockout, other labor disturbances, accident, war or any other cause whatsoever beyond the reasonable control of GWP which prevents or interferes with GWP's acceptance or use of the Deliverables or the performance of any other obligation of GWP under these Terms and Conditions, GWP may defer such acceptance and/or performance without obligation or liability to Seller.

7. Quantities; Installment; Count: GWP shall have no obligation to accept or pay for any Deliverables delivered or provided by Seller in excess of that specified in this Purchase Order. GWP may return excess Deliverables to Seller, and Seller shall reimburse GWP for all costs or expenses incurred by GWP with respect thereto. If this Purchase Order provides for delivery in multiple installments, Seller's failure to deliver any installment on time shall constitute a breach. GWP's count of Deliverables shall be conclusive unless proven to have manifest error.

8. Prices; Invoices: The price for the Deliverables shall be as set forth on the face of

GWP. GWP 有权选择决定是否接受早于或晚于约定的交货时间的交货，但该接受不得被视为放弃 GWP 根据本购买订单享有的任何权利或补救措施。GWP 有权按交货日或收到卖方发票之日（以后发生之日为准）享受折扣。如卖方未按时交付任何交付物，GWP 除享有其他权利和补救措施外，还可拒收该交付物及/或全部或部分终止本购买订单，转而向他方购买可替代交付物，并要求卖方支付任何损失。

5. 交货; 所有权; 损失风险; 运输: 交付物应交送到 GWP DAP 在采购订单上指名的地方（国际贸易术语 2010）。
。GWP 书面确认收到交付物前，所有权及一切损失或损害风险应归卖方。

6. 不可抗力: 如发生火灾、洪水、罢工、停工、其他劳动纠纷、事故、战争或超出 GWP 合理控制的任何其他事件，阻止或妨碍 GWP 验收或使用交付物或履行其在本条款和条件项下的任何其他义务，GWP 可推迟验收及/或履行而不向卖方承担义务或责任。

7. 数量; 分期; 清点: 卖方送交或提供的超出本购买订单的交付物，GWP 无义务接受或支付费用。GWP 可将超出部分归还卖方，卖方应补偿 GWP 因此发生的一切成本或费用。如本购买订单规定了分期交付，卖方任何一期未按时交付均构成违约。GWP 对交付物的清点应作为最终结果，除非有证据证明存在明显错误。

8. 价格; 发票: 交付物价格应为本购买订单首页所载价格，对交付物的付款应按本购买订单所适用的

this Purchase Order, and payment thereof shall be made in accordance with the applicable provisions of this Purchase Order, or if none are stated, upon the completion of all performance obligations of Seller pursuant hereto. All invoices rendered by Seller shall be in accordance with the instructions on the face of this Purchase Order, accompanied by the original bill of lading or express receipt. All invoices shall be in duplicate and must comply with all the fiscal and tax requirements according with applicable laws.

Calculations of cash discounts or net payment periods will be made from the date an acceptable invoice is received by GWP. Seller warrants that such price is not higher than Seller's price to similar buyers for the same or similar Deliverables. If no price is specified, Seller shall deliver the Deliverables at the lowest of (a) Seller's then prevailing price to similar buyers, (b) the then prevailing market price at the date or dates or performance, or (c) Seller's last price to GWP for the same or similar Deliverables.

9. Packaging: All Deliverables shall be packed by Seller in suitable containers for protection in shipment and storage. Prices set forth in this Purchase Order include all charges for Seller's packing, loading, drayage, blocking, dunnage, and all packaging, containers, boxes, drums, barrels, shells, reels, cores and the like. Items of packaging will not be returned to Seller.

10. Taxes; Duties: All federal, state and local taxes, duties and customs fees are included in the price of the Deliverables stated in this Purchase Order, unless otherwise specified.

11. Payment: GWP will pay Seller as soon as the following conditions have been met:

- (i) That GWP has accepted and is satisfied with the Deliverables under the Purchase Order;
- (ii) That Seller has provided all the warranties requested by GWP and/or has granted the insurance that GWP requests at GWP's satisfaction;
- (iii) That Seller has delivered GWP its invoice to GWP, and in a timely manner, with all the taxing requirements at the moment that the invoice is issued; and
- (iv) That the person authorized by GWP (the

条款进行, 如未规定, 则在卖方根据本文件规定履行完毕所有义务后立即支付。卖方提供的所有发票均应符合本购买订单首页所载说明, 并附带原始提单或运单。所有发票均应一式两份, 必须符合所适用法律的一切财务及税务要求。

现金折扣或净付款期限的计算将从 GWP 收到可接受的发票之日起算。卖方保证, 该价格不高于其向类似买方提供相同或相似交付物的价格。如未规定任何价格, 卖方应以以下价格的最低价发送交付物: (a) 卖方当时给类似买方的价格, (b) 履行日期当时的市场价, 或 (c) 卖方最后一次供给 GWP 相同或类似交付物的价格。

9.包装: 卖方应将所有交付物包装于适当容器, 以在装运及存储中得以保护。本购买订单规定的价格包含了卖方进行包装、装载、拖运、塞、垫的一切费用, 以及包装物、容器、箱子、桶、篷、卷筒、芯等的一切费用。包装物品将不予返还卖方。

10.税收; 关税: 国家、州及地方所有税收、关税费用包含于本购买订单所规定的交付物价格中, 除非另有规定。

11.付款: 下列条件达到后, GWP 将尽快向卖方付款:

- (i)GWP 已验收本购买订单项下的交付物并对其感到满意;
- (ii) 卖方已提供了 GWP 要求的所有担保及/或已提供 GWP 要求的保险, 且令 GWP 满意;
- (iii) 卖方已将发票送交 GWP, 且发票开具及时、开具时符合所有税务要求;且
- (iv)GWP 的被授权人(签署购买订单的人)已认可 GWP 的发票。

person who issued the Purchase Order) has authorized the invoice of GWP.

Once these conditions have been met, GWP will pay Seller in accordance with the payment terms and price set forth in the Purchase Order. Seller may not modify the price in the Purchase Order without GWP's written consent. If no payment terms are stated, GWP will pay within 60 (sixty) calendar days of GWP's authorization of the corresponding invoice. GWP will not be responsible and is not obligated to pay an invoice that is received more than three months after receipt and acceptance of any Deliverables. Payment will be in RMB, unless otherwise specified in the Purchase Order.

12. Warranty: In addition to and without prejudice to all other warranties, expressed or implied by law, Seller warrants that all Deliverables (i) will conform to all Specifications, (ii) will be free from all defects in material and workmanship, (iii) will be fit for the purposes for which they are intended, and (iv) will comply with all applicable federal, state and local codes, ordinances, laws, rules and regulations, including all the ecological and enforceable legislation, always looking for the protection and preservation of the environment. All Deliverables that Seller provides to GWP must comply with the highest quality standards, must be new and of the latest design. All warranties express or implied, shall survive inspection, acceptance and payment. In the event of Seller's breach of any such warranty, in addition to other rights and remedies available to GWP at law or in equity, GWP may return Deliverables for a full refund, or direct Seller to promptly correct the breach by repairing or replacing the applicable Deliverables.

GWP reserves the right to repair, alter or modify, at Seller's cost, Deliverables which fail to conform with the terms, conditions and Specifications of this Purchase Order when the same can be done by GWP at a lesser cost than by returning the Deliverables to Seller. Seller warrants that it has and will convey to GWP good and marketable title to the Deliverables and that all Deliverables are and shall be free from any liens or claims of any other person or entity.

Unless otherwise specified in the Purchase

上述条件一旦达到，GWP 将根据购买订单的支付条款及价格向卖方付款。未经 GWP 书面同意，卖方不得修改购买订单中的价格。如未规定支付条款，GWP 将在认可相应发票后 60（六十）日内付款。对任何在交付物被接受后超过三个月才收到的发票，GWP 将不承担付款义务。付款以人民币进行，除非购买订单另行规定。

12.担保:除法律明确或暗示的其他一切担保外，且在不影响该一切担保的情况下，卖方进一步保证：所有交付物(i)符合一切规范,(ii)在材料和工艺上无任何瑕疵/缺陷,(iii)符合预期目的,且(iv)符合国家、省及地方的所有适用规范、法令、法律、规章制度，包括所有具有执行效力的生态立法，并总是保护、维护环境。卖方向 GWP 提供的一切交付物必须符合最高质量标准，必须全新且为最新设计。所有明示或暗示的担保不因检验、接受或已付款而无效。如卖方违反任何此类担保，GWP 除享有法律或依衡平法赋予的其他权利和补救措施外，GWP 还可退还交付物并要求卖方退还全部款项，或要求卖方立即纠正其行为，维修或更换该部分交付物。

在交付物不符合本购买订单条款、条件及规范的情况下，如对交付物进行维修、改变或修改所花费费用少于将交付物退还卖方所花费用的，则 GWP 有权进行维修、改变或修改，费用由卖方承担。卖方保证，其对交付物拥有良好的、可转让的所有权，并将该所有权在不附带任何其他他人或实体的留置权或请求权的情况下转移给 GWP。

除非本购买订单另行规定，本担保期限自 GWP 接

Order, this warranty period begins upon acceptance by GWP of the Deliverables and lasts for at least two years. Seller will pay all of the expenses for any repairs or replacements. If GWP requires, Seller will issue a warranty bond in favor of GWP with an agreed international bank. If GWP makes a warranty claim in writing and Seller fails to respond to that claim within 30 (thirty) calendar days, then GWP will have the right to correct the defect itself or hire a third party at Seller's expense.

13. Deliverables Performed on Site at GWP: With respect to any Deliverables which are services to be performed on site any property owned or leased by GWP, then in addition to all other obligations of Seller herein, Seller shall (i) comply with all on-site rules and regulations of GWP, (ii) assume all risk of loss or damage to Seller's property located at or being used on or about such property, (iii) supervise, direct and perform the such services using its best skill and attention, (iv) coordinate its work with GWP in order to minimize any interference with the day to day operations of GWP, (v) remain solely responsible for the safety of Seller's employees, agents and subcontractors, and take such actions and exercise such precautions as shall minimize the risk of injury to any person or property, and (vi) obtain all permits and licenses necessary to lawfully perform such services.

14. Acceptance; Inspection: All Deliverables shall be subject to inspection and acceptance or rejection by GWP. The time for inspection shall be agreed by GWP and Seller in the Purchase Order. Payment for Deliverables shall not be deemed acceptance thereof. GWP may return to Seller, at Seller's expense, Deliverables which fails to meet any of the terms, conditions or Specifications of this Purchase Order. GWP shall also have the right of inspection, at its expense, at Seller's facility at any reasonable time. No such inspection shall be deemed or construed to be an acceptance of the Deliverables or GWP's right to inspect the same on delivery as provided above.

15. Default; Breach; Negligence; Seller's

受交付物时起算，至少持续两年。卖方将承担任何维修或更换的所有费用。如 GWP 要求，卖方将提供以 GWP 为受益人的、经双方同意的国际银行出具的保函。如 GWP 书面要求承担担保责任，卖方未能在 30（三十）日内予以答复的，则 GWP 将有权自行或雇佣第三方纠正缺陷，费用由卖方承担。

13.在 GWP 现场履行的交付物: 对于任何在 GWP 所有或租赁的不动产现场履行的服务交付物，除卖方在本条款和条件下需要承担的所有其它义务外，卖方还应（1）遵守 GWP 所有现场的规章制度；（2）承担位于该等不动产、或在该等不动产上使用的或与该等不动产有关的卖方财产损失或损坏的全部风险；（3）以其最好的技能并尽其最大注意义务监督、指导和履行该等服务；（4）与 GWP 协调以使对 GWP 日常运营的干扰降到最低；（5）自行对其员工、代理和分包商负责，并采取和实施必要的预防措施以便将对任何人员和财产的损害降到最低；（6）获得所有为合法履行该等服务而必需的许可和证照。

14.接受; 检验: 所有交付物均应接受 GWP 的检验，GWP 有权接受或拒收。检验时间应由 GWP 和卖方在购买订单中协商确定。对交付物进行付款不得被视为通过验收。GWP 可将不符合本购买订单任何条款、条件或规范的交付物退还卖方，费用由卖方承担。GWP 还有权在任何合理时间自行承担费用对卖方的生产设施进行检验。任何此类检验均不得被视为或解释为对交付物的接受，或等同于 GWP 已经在交货时行使了检验该等生产设施的权利。

15.不履行; 违约; 过失; 卖方责任:直接或间接、

Liability: Seller shall indemnify and hold GWP harmless from and against each and every Loss, including incidental and consequential damages incurred or suffered by GWP which are or are claimed to be in any manner, directly or indirectly, in whole or in part caused, contributed to or occasioned by reason of Seller's default or breach of any representation, warranty, obligation or covenant of Seller contained in this Purchase Order, or Seller's performance or failure to perform hereunder, or its negligence whether active or passive, and without limiting its generality, the foregoing shall include injury to or death of any person or persons and damage to or loss of property. GWP shall have the right to cancel this Purchase Order without obligation or liability to Seller in the event of Seller's breach of any of the terms and conditions hereof or in the event of the institution of any proceedings by or against Seller, voluntary or involuntary, under bankruptcy or insolvency laws, or the appointment of a receiver or trustee or an assignee for the benefit of creditors.

16. Changes; Cancellation: GWP may at any time, upon notice to Seller, terminate or reduce this Purchase Order as regards all or any part of the work not then completed. Upon such notice being given, Seller shall cease work (including the manufacturing and/or procuring of materials for the fulfillment of this purchase order) in accordance with and to the extent specified in such notice. In such event, all work completed by Seller hereunder before the giving of such notice, shall be paid for on a percentage of completion basis (subject to acceptance by GWP in accordance with the provisions of this order as herein provided). In no case shall Seller be entitled to be reimbursed for any amount which, taken together with any amounts paid or due or becoming due to Seller under this order, shall exceed the aggregate original purchase price of the Deliverables being purchased.

17. Patents; Copyright; Title: Seller warrants that the Deliverables being purchased do not infringe any patent, copyrights or other intellectual property right of any other person or entity, and Seller shall defend, indemnify, and hold harmless GWP from and against each and every Loss incurred or suffered by GWP which

全部或部分因卖方的不履行或卖方违反本购买订单中的任何陈述、保证、义务或契约，或卖方履行或未履行本订单，或其作为或不作为的过失，而导致、带来或引发、或被声称因此将以任何方式导致、带来或引发 GWP 遭受的任何损失，包括附带和间接损害赔偿金，卖方应对 GWP 进行赔偿，使 GWP 免受损害。在不影响一般性原则的基础上，前面所述应包括任何人员的伤亡，以及任何财产的损害或损失。如卖方违反本订单任何条款和条件，或根据破产清算法律，卖方自愿或非自愿提起或被提起任何法律程序，或为债权人利益被指定接收人或受托人或受让人，则 GWP 有权撤销本购买订单而不对卖方承担义务或责任。

16.变更;撤销: GWP 可在任何时间通过向卖方发出通知，针对尚未完毕的所有或任何部分工作，终止或减少本购买订单。该类通知一经作出，卖方应按照该类通知并在通知要求的范围内停止工作（包括为完成本订单而制造及/或获得材料）。在此情况下，卖方在此类通知作出前根据本购买订单已完成的所有工作应当按照其在全部工作中的比例进行支付（但条件是 GWP 根据本订单所规定的条款接受了该等已完成的工作）。对于任何与根据本订单已向卖方支付、应付或将到期支付的款项相加超过所购交付物的初始购买价总额的款项，卖方在任何情况下均无权获得补偿。

17.专利;著作权;所有权: 卖方保证，所购交付物不侵犯任何其他个人或单位的任何专利、著作权或其他知识产权，如果因任何主张、索赔或指控提出卖方向 GWP 提供的任何交付物或对任何交付物的使用构成对任何其他个人或单位的任何专利、专利权利、著作权、其他专有权利或利益的侵犯，直接或间接导致 GWP 遭受任何损失的，卖方应为

arise directly or indirectly out of or in connection with any allegation, claim or charge that any Deliverables furnished by Seller to GWP, or the use of the same constitutes an infringement of any patent or patent right, copyright, trademark or other proprietary right or interest of any other person or entity. In the event of any such allegation, claim or charge, GWP may also cancel this Purchase Order without obligation or liability to Seller.

18. Drawings, Tools, Etc.: All drawings, blueprints, computer aided design files, dies, molds, patterns, tools, spares, components and similar items furnished by GWP in connection with this Purchase Order shall remain GWP's property and shall be returned to GWP on completion of delivery of the Deliverables or upon GWP's earlier demand. Any of said items which are produced or furnished by Seller shall become GWP's property and delivered to GWP with the Deliverables. If this Purchase Order provides such items are not included in the price and are to remain Seller's property GWP shall have the option to purchase same at Seller's cost. Changes in said items due to GWP's change of design or Specifications shall be at GWP's expense. If Deliverables are manufactured or provided pursuant to drawings or blueprints furnished by GWP, all drawings, blueprints and computer aided design files shall be and remain GWP's proprietary property and Seller shall not furnish or use the same to or for the benefit of any third party. As a consequence of the above, all drawings, blueprints, computer aided design files, dies, molds, patterns, tools, spares, components, and/or other intellectual property that Seller created for GWP will be the exclusive property of GWP, for which Seller in this act, grants GWP an exclusive and irrevocable license over all the Industrial, Intellectual, and copyrights that are created by means of this Purchase Order by Seller, including without limiting, all trademarks, patents, industrial designs, industrial drawings, and industrial secrets.

19. Confidentiality; Publicity: The terms and conditions of this Purchase Order shall be kept confidential. Also, Seller acknowledges that

GWP 进行抗辩、补偿, 使 GWP 免受损害。如发生任何此类主张、索赔或指控, GWP 还可撤销本购买订单而无需向卖方承担义务或责任。

18. 图纸; 工具等: GWP 提供的与本购买订单有关的所有图纸、蓝图、电脑辅助设计文件、模具、模型、样式、工具、备件、组件和类似物品应仍为 GWP 的财产, 交付物完成交货后或者 GWP 提前要求归还时, 应当全部归还 GWP。由卖方制作或提供的任何上述物品应与交付物一起交付给 GWP, 并成为 GWP 的财产。如本购买订单规定本价格不包含该类物品且物品仍为卖方财产, 则 GWP 有权以卖方成本价购买该类物品。因 GWP 改变设计或规范导致上述物品发生变化, 应由 GWP 承担费用。如交付物系根据 GWP 提供的图纸或蓝图制造或供应, 则所有图纸、蓝图和电脑辅助设计文件应为且仍为 GWP 的专有财产, 卖方不得向任何第三方提供或为任何第三方的利益使用上述图纸、蓝图和电脑辅助设计文件。基于以上原因, 卖方为 GWP 制作的所有图纸、蓝图、电脑辅助设计文件、模具、模型、样式、工具、备件、组件及/或其他知识产权将为 GWP 的独有财产, 为此目的, 卖方特此授予 GWP 排他的和不可撤销的许可, 使用卖方在本购买订单中创造的所有工业产权、知识产权和著作权, 包括但不限于所有商标、专利、工业设计、工业图纸及工业秘密。

19. 保密; 宣传: 应对本购买订单的条款和条件进行保密。同时, 卖方确认, 从 GWP 或 GWP 集团的其他公司或 GWP 的任何合作方、雇员、代表人、

the information received from GWP or from other companies in the GWP Group or any partner, employee, representative, or agent of GWP, including all Specifications, scientific or technical data, engineering, drawings, blueprints and like information and data identified by GWP as proprietary or trade and industrial secret information, being so provided in written, orally, in electronic, magnetic, or optic, must be classified as confidential, not revealing or reproducing it without GWP's prior written consent, even when the relation between the parties is over (the "Confidential Information"). Seller shall take all reasonable measures to insure that the Confidential Information shall be kept confidential and not disclosed to anyone either within or without Seller's organization except on a strict need to know basis and shall not be used by Seller in any manner other than for the benefit of GWP. Seller shall not issue any publicity or advertising relating to this Purchase Order or the Deliverables being provided to GWP without GWP's prior written consent.

20. Non-Discrimination in Employment: Unless this Purchase Order is exempt in accordance with the rules and regulations issued under the Labor Law and Labor Contract Law of the PRC and their regulations or any other applicable laws, Seller shall comply with all of the non discrimination/equal opportunity clause provisions set forth therein and with all amending or superseding orders, laws and regulations, the provisions of each being deemed by this reference to be expressly incorporated herein as though set forth in full.

21. Non-waiver: GWP's exercise or failure to exercise or enforce any right or remedy granted or provided by this Purchase Order or its acceptance of or payment for any Deliverables shall not be deemed as or construed to be a waiver of any right or remedy it may have for Seller's then existing or subsequent default or breach of any representation, warranty, obligation or covenant applicable to this Purchase Order.

22. Assignment: Neither this Purchase Order in its entirety nor any rights or interest herein may be assigned or otherwise transferred by Seller without the written agreement of GWP. Any such attempted assignment or transfer shall be void.

代理人处获得的信息，包括 GWP 确定为专有信息或商业、工业秘密信息的、以书面、口头、电子、磁性、或光学形式提供的所有规范、科技数据、操作、图纸、蓝图及类似信息和数据，必须归为保密信息，未经 GWP 事先书面同意，不得披露或复制，即使双方关系终止，也应遵守（“保密信息”）。卖方应采取一切合理措施确保保密信息受到保密，没有披露给卖方组织内或组织外的任何人，除非因必需之原因且不得以任何方式为 GWP 利益以外的原因而使用。未经 GWP 事先书面同意，卖方不得对本购买订单或提供给 GWP 的交付物进行任何宣传或广告。

20. 雇佣中的非歧视: 除非中华人民共和国劳动法和劳动合同法及其规定或任何其他适用法律免除本购买订单的此义务，卖方应遵守法规中所有非歧视条款/机会平等条款，并遵守所有补充和替代规定、法律法规。本购买订单应被视为明确包含了上述每一法律法规的条款。

21. 不放弃: GWP 行使或未行使、未强制执行本购买订单授予或提供的任何权利或补救措施，或 GWP 对任何交付物进行接受或付款，不应被视为或解释为放弃其因卖方当时已存在或之后发生的不履行或违反本购买订单任何陈述、保证、义务或契约而可享有的任何权利或补救措施。

22. 转让: 未经 GWP 事先书面同意，卖方不得转让或以其他方式转移本购买订单整体或其中任何权利或权益。任何试图进行的此类转让或转移均无效。

23. **Law Governing:** This Purchase Order shall be governed by and construed in accordance with the laws of the PRC. All disputes between GWP and Seller relating to the subject matter of this Purchase Order or the Deliverables shall be resolved first through friendly consultation. If a dispute cannot be solved through consultation within thirty (30) days upon its occurrence, any party is entitled to submit the dispute to China International Economic and Trade Arbitration Commission located in Beijing for arbitration according to the rules of the said commission prevailing that then.

24. **Entire Agreement:** This Purchase Order constitutes the sole and entire agreement between GWP and Seller with respect to the subject matter hereof, and any prior or contemporaneous understandings or agreements, oral or written are merged herein. No subsequent changes or modifications of this Purchase Order are binding upon GWP unless accepted by it in writing. Seller expressly waives all provisions contained in correspondence, forms or other writings relating to the sale of the Deliverables covered by this Purchase Order which negate, limit, extend or conflict with the provisions thereof. In the event any term or provision hereof shall be deemed unenforceable, the remaining terms and conditions shall remain in effect to the fullest extent possible.

25. **Advance Manufacturing and Shipments:** Seller shall not manufacture GWP's goods in advance of Seller's normal lead time or deliver any goods in advance of GWP's designated delivery date without GWP's written consent. GWP reserves the right to return shipping as charge collect, all goods received in advance of GWP's designated delivery date on this purchase order.

26. **Insurance:** Seller shall maintain in full force and effect for no fewer than six (6) years following the acceptance of this Purchase Order, one or more liability insurance policies providing coverage against bodily injury, property damage and other damages which GWP may incur arising out of the manufacture, use or delivery of any Deliverables hereunder, or any negligent or willful act of Seller related to any Deliverable, such policy or policies to provide, in the aggregate, no less than \$1,000,000 (One Million Dollars, Legal Currency of the United States of America) of combined single limit coverage.

23. **适用法律:**本购买订单受中华人民共和国法律管辖, 并依其进行解释。GWP 和卖方之间关于本购买订单标的物或交付物的所有争议, 应首先友好协商解决。如某争议发生后三十(30)日内未能协商解决, 任何一方均有权将该争议提交位于北京的中国国际经济贸易仲裁委员会, 根据该委员会当时有效的规则进行仲裁。

24. **协议整体性:** 本购买订单构成 GWP 与卖方之间关于本订单标的物的唯一完整协议, 任何先前或同期的口头或书面谅解或协议均已涵盖于此。除非 GWP 书面同意, 此后对本购买订单的变更或修改对 GWP 无约束力。与本购买订单交付物相关的函件、表格或其他书面文件中包含的所有条款, 如否定、限制、增加本条款或与本购买订单条款相冲突, 则卖方特此明确放弃这些条款。如本购买订单任何条款被认为不具有强制执行效力, 其余条款应继续保持全部最大效力。

25. **提前制造和装运:** 未经 GWP 书面同意, 卖方不得早于其正常交付周期提前制造 GWP 的产品, 或在 GWP 指定的送货日前交付任何货物。GWP 有权退回本购买订单中 GWP 指定的送货日期之前收到的所有货物, 装船运费由卖方支付。

26. **保险:** 卖方接受本购买订单后, 应保有不少于六(6)年的效力完备的一份或多份责任保险, 保险范围包含 GWP 因交付物的制造、使用或交付、或卖方在任何交付物上的任何过失或故意行为而可能遭受的人身损害、财产损害及其他损害, 该保险的单一限额范围相加总计不少于 1,000,000 美元(一百万美元, 美国合法货币)。经要求, 卖方应立即向 GWP 交付保险人出具的该类保险的保险凭证, 凭证应载明: 对 GWP 的提前书面通知少于 30 日的, 保险不得被终止, 且 GWP 是该保险的指定被保险人(在涉及其利益时)。另外, 卖

<p>Upon request, Seller shall promptly deliver to GWP certificates of insurance issued by the carrier(s) of such policies which shall provide in part that no such policy shall be terminated upon less than thirty days prior written notice to GWP and that GWP is a named insured on such policies, as its interest may appear. In addition, Seller shall provide a similar certificate to GWP evidencing one or more insurance policies providing coverage against any loss or damage to the goods, or any portion thereof, prior to the delivery of same to GWP, and while such goods are in the care, use or possession of Seller, GWP to also be named on such policy or policies as its interest may appear.</p> <p>27. Performance Bond: Seller must provide a Performance Bond, issued by a legally recognized international bank, if (a) Specifically requested by GWP, or (b) For any Purchase Order involving at least USD\$20,000.00 (Twenty Thousand Dollars, Legal Currency of the United States of America) in RMB at the exchange rate published by the People's Bank of China on the date that the Purchase Order is accepted. In any case, Seller must obtain written authorization from GWP of the bank Seller wishes to hire. GWP will not be required to make any payment to Seller until Seller grants the Performance Bond.</p> <p>28. Books and Records: In the event the purchase price of the Deliverables being purchased is to be computed on a "cost plus" basis, Seller shall maintain accurate and complete books and records with respect to the cost of the manufacturer and/or rendering of such goods or services and shall retain complete and accurate copies of all invoices, receipts, vouchers, etc. relating thereto. Seller, upon request, shall supply GWP or GWP's representatives with access to all such books and records, as they may relate to the Deliverables being purchased hereunder, from time to time, during regular business hours. GWP shall be entitled to make and retain copies of any or all such books or records, invoices, receipts or vouchers.</p>	<p>方应向 GWP 提供一份类似凭证, 证明货物或其任何部分交付 GWP 之前, 已为该货物或其任何部分的任何损失或损害投保, 且该货物处于卖方保管、使用或占有时, GWP 仍应被列为该保险的被保险人 (在涉及其利益时)。</p> <p>27. 履约保函: 如 (a) GWP 特别要求, 或 (b) 按购买订单接受当日中国人民银行公布的汇率进行换算, 任何涉及至少相当于 20000 美元 (两万美元, 美国合法货币) 的人民币金额购买订单, 则卖方必须提供一份法律认可的国际银行出具的履约保函。在任何情况下, 卖方必须获得 GWP 对卖方拟聘请的银行的书面认可。卖方提供履约保函前, GWP 将不支付任何款项。</p> <p>28. 账簿和记录: 如所购交付物的购买价格将以“成本加成”来计算, 卖方应保留制造成本及/或提供该类货物或服务成本的准确完整账簿和记录, 并应保留与此相关的所有发票、收据、票据等的完整准确文本。经要求, 卖方应向 GWP 或 GWP 的代表人提供条件, 在正常业务时间随时查阅与本购买订单所购交付物相关的所有该类账簿和记录。GWP 有权复制并保留任何或一切该类账簿或记录、发票、收据或票据文本。</p>
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29. Financial Responsibility: Seller warrants that it has and will at all times maintain, and upon request by GWP, will show that it has, sufficient working capital and financial ability to perform and complete this Purchase Order. By accepting this Purchase Order in writing or commencing furnishing any of the Deliverables specified herein, Seller warrants to GWP that it is not insolvent within the meaning of the Bankruptcy Laws of the PRC or other applicable laws. In addition to any and all other rights and remedies which GWP may have pursuant to this Purchase Order or at law, GWP reserves the right to terminate this Purchase Order without liability in respect of any undelivered goods or services if Seller shall (i) become insolvent or bankrupt, (ii) make any general assignment for the benefit of its creditors, (iii) if any trustee or receiver is appointed of any substantial part of Seller's assets or (iv) Seller shall be adjudicated a bankrupt.

30. Subcontractors: Seller cannot subcontract its obligations under the Purchase Order without GWP prior written consent. If GWP authorizes the use of a subcontractor, Seller must comply with the following requirements:

- (i) Seller will remain responsible for all of the obligations set forth in these terms and conditions and/or Purchase Order.
- (ii) Notwithstanding point above, Seller's subcontractor must make a written commitment to (a) comply with these Terms and Conditions, (b) comply with the Terms and Conditions stated in the Purchase Order, and (c) acknowledge that the subcontractor has no rights to sue GWP.
- (iii) Both Seller and the subcontractor will allow GWP to have access to their facilities upon reasonable notice.

31. Notices: Any and all notices required to be given hereunder shall be in writing and hand delivered (including by courier), with an appropriate receipt thereof obtained, or sent by internationally or nationally recognized certified mail, return receipt requested, to the addresses of the respective parties set forth in the Purchase Order, or to such other address as either party may designate to the other by prior written notice for such purpose from time to time.

29. 财务责任: 卖方保证其拥有并将在所有时间保持, 且经 GWP 要求, 将说明其拥有充足的运营资本和财务能力以履行和完成本购买订单。卖方书面接受本购买订单或开始提供本购买订单指明的任何交付物时, 表明卖方向 GWP 保证, 其在中国破产法或其他适用法所指范围内, 并未资不抵债。如卖方 (i) 变得资不抵债或破产, (ii) 为其债权人的利益进行了任何整体转让, (iii) 卖方资产的任何主要部分被指定了任何受托人或接收人, 或 (iv) 卖方应被裁定破产, 则除 GWP 根据本购买订单或法律可享有的任何及一切其他权利和补救措施以外, GWP 还有权终止本购买订单而不对任何未交付的货物或未提供的服务承担责任。

30. 分包: 未经 GWP 事先书面同意, 卖方不得将其在本购买订单中的义务进行分包。如 GWP 认可使用某一分包人, 卖方必须遵守以下要求:

- (i) 卖方应继续对本条款和条件及/或购买订单规定的所有义务承担责任。
- (ii) 在不影响前款的基础上, 卖方的分包人必须作出书面承诺(a)遵守本条款和条件, (b)遵守购买订单中规定的条款和条件, 及(c)确认分包人无权起诉 GWP。
- (iii) 卖方和分包人应同意 GWP 经合理通知后检查其设施。

31. 通知: 本购买订单要求的任何及所有通知均应以书面形式当面送达 (包括快递), 并附适当的接收凭据, 或由国际或国内认可的挂号信方式送达, 并附回执。送达地址为双方在购买订单中分别载明的地址, 或任何一方为此目的随时事先书面通知另一方而指定的其他地址。

32. Seller's acceptance of a Purchase Order shall serve as acknowledgment of GWP's commitment to corporate social responsibility within its community and industry and that Seller agrees that Seller shall conduct its business in an ethical and lawful manner, including but not limited to complying with laws regarding the trafficking and enslavement of human beings.

33. **Conflict Minerals Compliance:** By accepting this Purchase Order in writing or commencing furnishing any of the Deliverables specified herein, Seller warrants that all Deliverables comply with all applicable laws related to Conflict Minerals (as hereinafter defined), including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions or orders relating thereto (collectively, the "Conflict Minerals Regulations"), and has implemented processes to ensure compliance with the Conflict Minerals Regulations. Seller shall promptly comply with all requests by GWP to provide documentation and assurances with respect to its compliance with the Conflict Minerals Regulations. For purposes of this paragraph, the term "Conflict Minerals" includes all materials defined in or listed as such in the Conflict Minerals Regulations (including tin, tantalum, tungsten and gold) and any related derivatives, and any other mineral or derivatives that may later be determined to be financing conflict in the Democratic Republic of the Congo or any adjoining country.

32. 卖方接受购买订单将视为卖方承认 GWP 在社区和行业里对企业社会责任的承诺，并且卖方同意卖方应以道德与合法的方式来开展业务，包括但不限于遵守贩卖和奴役人类的法规。

33. **冲突矿物依法：**当以书面接受此采购订单或开始提供任何本条例规定内的交付物，卖方保证所有交付物遵守所有与冲突矿物（其定义见下文）有关的适用的法律，包括但不限于，2010 年多德-弗兰克华尔街改革和消费者保护法第 1502 节，包括有可能的修正和任何有关的法规、规则、决定或命令（统称“冲突矿物规章”），并已开始实施程序，以确保对冲突矿物规章的遵守。卖方应及时遵守 GWP 所有的请求来提供文档和保证其遵守冲突矿物规章。为本段的目的，“冲突矿产”一词包括在冲突矿物规章中定义和列出的所有材料（包括锡、钽、钨和金）和相关的衍生品，和可能将来被决定用来融资刚果民主共和国或任何相邻的国家冲突的任何其他矿物和相关的衍生品。