

HELI TECH ENERGY CO. LTD.
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND/OR SERVICES

合力(天津)能源科技股份有限公司
产品和服务采购的标准条款和条件

1. Definitions 定义

- 1.1 "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.
"附属公司"指某实体所拥有、控制的实体,或与该实体同为另一家企业直接或间接拥有或控制的实体。
- 1.2 "Agreement" means the master terms agreement, long term agreement, subcontract, or other agreement that references these Terms and Conditions, and pursuant to which Orders are issued to Supplier.
"协议"指的是主协议、长期协议、分包合同、引用该条款和条件的协议,以及向供应商发出的订单所依据的协议。
- 1.3 "Buyer" means Heli (Tianjin) Tech Energy Co. Ltd. ("Buyer") or the Buyer Affiliate that issues an Order referencing the Agreement and/or these Terms and Conditions, and any successor or assignee of Buyer.
"买方"是指合力(天津)科技能源股份有限公司("买方")或按照协议和/或该条款和条件发出订单的买方附属公司,以及任何后继者或买方的受让人。
- 1.4 "Buyer's Customer" means the *ultimate* owner, lessee, or operator of the Goods and/or Services and includes the purchaser of an end product incorporating the Goods and/or Services provided by Supplier under the Order.
"买方客户"是指货物和/或服务的最终用户、承租人或操作者,且包含买方以供应商根据该订单提供的货物或服务生产的最终产品的买家。
- 1.5 "Prime Contract" means the commercial sales contract between Buyer and Buyer's Customer.
"主合同"指买方和买方客户之间的商业销售合同。
- 1.6 "Party" or "Parties" shall mean Buyer and/or Supplier, individually or collectively, as the context requires.
"当事方"或"当事方们"指根据上下文所指的买方和/或供应商其中一方或双方。。
- 1.7 "Order" means a paper or electronic document sent by Buyer to Supplier, or where provided for in an Agreement, an entry on a Buyer web site, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, a statement of work or other authorization or Order, and including change notices, supplements or modifications thereto. The phrase "in connection with the Order" includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order.
"订单"指由买方向供应商发起货物或服务的订购而发送的纸质文件或电子文件,或依协议规定在买方网站生成的货物或服务的订购条目,如采购订单、计划协议、工作描述或其它授权或订单,包括变更通告、补充或修改。"与订单有关"一词包括订单的执行、订单预期的表现、以及为订单发起的投标准备。
- 1.8 "Delivery Date" means the date of delivery for Goods and/or Services as specified in an Order and/or by the Purchase Contract.
"交付日期"指采购订单/采购合同中规定的交付产品/服务的日期
- 1.9 "Facilities" means Buyer's facilities or the facilities of Buyer's Customers.
"设施"指买方的设施或买方客户的设施。
- 1.10 "Goods" means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such Services as are necessary and incidental to the delivery of Goods under any Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
"货物"是指订单要求交付的货物、配件、供给物品、软件、技术、图纸、数据、报告、手册、其他指定的文件或者与采购订单要求交付的相关物品,以及订单中说明需要随货提供的服务。此处明确该名称还适用买方根据该条款和条件中的变更条款对配件号和/或货物描述做了变更的货物
- 1.11 "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.
"知识产权"指所有发明、专利、软件、版权、著作权、工业产权、商标、商业机密、专业知识,专有信息和类似受保护的权利和信息。这种信息包括但不限于,设计、工艺、图纸、图片、规格参数、报告、数据、技术信息和介绍等。
- 1.12 "Lead Time" means the maximum time within which Supplier agrees to deliver Goods after receipt of a delivery

requirement for such Goods. Unless otherwise mutually agreed between Buyer and Supplier, Lead Times are measured based on the date of receipt of the relevant Goods at Buyer's facility.

"交货时间"指供应商在收到货物的交货要求后同意交付货物所用的最长时间。除非买方和供应商另有约定,否则交货时间是根据在买方场地收到有关货物的日期来计算的。

- 1.13 "Services" means any effort performed by Supplier necessary or incidental to the delivery of Goods, including design, engineering, installation, repair and maintenance. The term "Services" shall also include any effort required by an Order and any variations to those services.
"服务"指供应商提供的必要服务或随货交付的服务,包括设计、工程、安装、维保,以及订单中要求的工作和此类服务的变更。
- 1.14 "Specifications" means all requirements with which Goods and Services and performance hereunder must comply, including, without limitation, as applicable, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are specified and/or referenced in Orders, as such requirements are modified from time to time by Buyer.
"规格"是指本合同所规定的货物、服务和性能必须符合的所有要求,包括在买方网站或其它地方明示的,或订单中提及的,不限于图纸、说明和标准,且买方将不定期修改此类要求。
- 1.15 "Supplier" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order.
"供应商"指提供货物和/或服务或根据订单完成工作的法人实体。
- 1.16 "Supplier Personnel" shall mean Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier in the performance hereof.
"供应商人员"指供应商的雇员、代理、代表、分包商、分包商雇员或供应商执行订单时使用的任何其他人。
- 1.17 "Systems" means Buyer's or Buyer's Customer's computer-based information systems, computer systems, databases and/or files.
"系统"指买方或买方客户的基于计算机的信息系统、计算机系统、数据库和/或文件。
- 1.18 "Terms and Conditions" means this document, the Buyer Standard Terms and Conditions of Purchase, regardless of whether modified or unmodified by the Parties.
"条款和条件"是指本文件,买方的采购标准条款和条件,无论该文件是否被双方修改。
- 1.19 "Gross Negligence" means willful and wanton disregard for harmful, avoidable and foreseeable consequences.
"重大疏忽"指故意和恶意地忽视有害的、可以避免的和可以预见后果的行为。
- 1.20 "Purchase Contract" means the agreement between Supplier and Buyer consisting of the Purchase Contract to which these Standard Terms and Conditions apply and all documents referred to in the Purchase Contract.
"采购合同"指供应商与买方之间的协议,包含适用该标准条款和条件的采购合同与采购合同中所引用的所有文件。
- 1.21 "Price" means the price specified in this Purchase Contract.
"价格"指采购合同中列明的价格。
- 1.22 "Warranty Period" means the period of 12 months from the date when all of the Services have been completed in accordance with this Purchase Contract or, in the case of a Purchase Contract for the procurement of Goods, a period of 18 months from the date of delivery of the Goods to the Delivery Point.
"质保期"指根据采购合同完成所有服务之日起12个月,如果采购合同购买的是货物,则质保期为从产品在交付地点交付之日起18个月。

2. Scope of Agreement 协议范围

Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected.

供应商全部或部分执行订单,明示或确认,都被认为是接受该订单以及订单中的条款条件,包括本条款和条件。供应商报价、任何形式的接受确认或发票上,或供应商以其他形式添加、修改或与本条款和条件冲突的任何条款和条件都不予接受。

3. Specifications 规格

Supplier shall comply with all Specifications. Supplier shall immediately notify Buyer, in writing, of any failure of the Supplier, the Goods and/or the Services to comply with the Specifications.

供应商应遵守所有规格说明。如供应商的货物和/或服务与规格有任何不符,供应商应立即书面通知买方。

4. Packing 包装

To be packed in appropriate method(s) suitable for long distance or ocean freight transportation and change of climate, well protected against dampness, moisture, shocks, rust and rough handling.

所有包装应用恰当的方式包装以适合长途或远洋运输及气候变化, 并做好防湿、防潮、防震、防锈和承受野蛮装卸的保护。

Supplier shall be liable for any damage and loss of the Goods and / or any expenses incurred on account of inadequate or improper packing and for any rust attributable to inadequate or improper protective measures taken by Supplier in regard to the packing.

供应商应承担任何由于不充分或不当包装导致的货物的损坏和损失和/或因此产生的任何费用, 并对不充分或不适当的保护措施而造成的任何锈蚀承担责任。

5. **Delivery 交货**

5.1 Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.

供应商履行订单的时间至关重要, 供应商应在交货日前交付货物和完成服务。

5.2 Shipment shall be to the location directed by Buyer. Invoicing, delivery terms, shipping, packing and waste reduction instructions shall be provided to Supplier through an attachment to, or printing on the face of, the Order. In the absence of such instructions, the delivery terms for Goods shall be DDP Buyer's facility (Incoterms 2010). Title and risk of loss shall pass to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point.

应装运至买方指定的地点。开票, 交货条款, 装运, 包装和减少废物说明等信息应通过附件或印于订单首页指示给供应商, 如无此类指示, 货物的交货条件应为 DDP (税后交货) 至买方设施 (国际贸易术语解释通则 2010)。在买方设施或第三方收货点收到货物后, 所有权和损失风险应转移给买方。

5.3 In the case of a Purchase Contract for procurement of Goods, failure to meet the Delivery Date constitutes a breach of this Purchase Contract. In the event of delay, or anticipated delay, from any cause, Supplier will immediately notify Buyer in writing of the delay or anticipated delay, and its approximate duration, and will undertake to shorten or make up the delay by all reasonable and expeditious means. If Supplier fail to meet the shipping or Delivery Date or progress requirements established in this Purchase Contract without Buyer's written approval, Buyer may in such case: (i) without penalty, cancellation or other fee, and without prejudice to any of Buyer's other rights, cancel all or any part of the Purchase Contract and make such other arrangements as, or (ii) Supplier shall pay a late delivery penalty equivalent to 1% of the price of the delayed Goods per day to Buyer. In addition to any other rights and remedies that Buyer may have, in the event of Supplier's nonconformance with any of the requirements under this Section or any other delivery obligation, Supplier shall be responsible for all shipping costs and expenses incurred with respect to such nonconformance, including the costs of expediting shipment with respect to late deliveries.

如果采购合同购买的是货物, 未能在交付日期交付产品将构成对采购合同的违约。如果由于任何原因发生延误或预期延误, 供应商应当立即就此情况书面通知买方, 告知延误的大概期限, 并承诺采取所有合理的和迅速有效的措施缩短或弥补此等延误。如果未经买方书面同意, 供应商未能按期装运或交付, 或未能遵守采购合同规定的进度要求, 此等情况下, 买方可以: (i) 取消部分或全部采购合同, 并做出买方认为必要的其他安排, 买方对此无需支付任何罚金、取消费或其他费用, 且不影响买方任何其他权利。 (ii) 供应商应每日按迟延交付产品金额的 1% 向买方支付迟延交付的违约金。除买方可能拥有的任何其他权利和补救措施外, 如果供应商不遵照本节规定的任何要求或任何其他交货义务, 供应商应承担因此产生的所有运输成本和费用, 包括因为延迟交货而产生的加急费用。

5.4 Unless otherwise stated in the Order, title to the Goods (or part of the Goods) will pass to Buyer on the earlier of when Buyer:-
除非采购合同另有约定, 产品 (或部分产品) 的所有权将于下列情形中较早发生的时间转移至买方

- a) take delivery of the Goods (or part of the Goods) at the Delivery Point; or
在交付地点接收产品 (或部分产品) 时;
- b) pay for the Goods (or part of the Goods).
支付了产品 (或部分产品) 的价款时。
- c) Risk in the Goods will pass to Buyer on delivery of the Goods at the Delivery Point.
货物风险在交付地点交付给买方后转移至买方。

5.5 All necessary literature such as operation instructions and service manuals/certificate etc. for the Goods shall be packed and delivered along with the Goods.

所有必要的文件, 如操作说明书和服务手册、证书等, 应与货物一起包装和交付。

6. **Inspection, Acceptance and Rejection 检查、验收和拒收**

6.1 After the delivery of the Goods at the place of delivery, Buyer shall not be considering that Buyer has accepted any Goods until Goods is inspected within a reasonable time. Buyer may provide written notice of acceptance of the Goods to Supplier. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of or (iv) delivery of the Goods, acceptance shall not be deemed to occur until 12 months following Buyer's receipt of Goods ("Inspection Period"). Transfer of title to Buyer shall not constitute acceptance. Buyer's inspection of the product shall not relieve the Supplier of his obligations under the procurement contract.

货物在交付地点交付后, 买方在合理的时间对产品进行检验之前, 不得认为买方接受了任何货物。买方可向供应商提供接受货物的书面通知。但是, 在买方没有书面接受的情况下, 尽管已经 (一) 事先检查, (二) 付款, (三) 使用或, (四) 交付货物, 并不视为买方接受货物, 除非买方收到货物满 12 月 ("验收期")。物权的转移并不得视为买方对产品的接受, 买方对产品的检验不得减轻供应商在采购合同下的义务。

- 6.2 During the Inspection Period, Buyer may, with respect to any Goods: (i) reject all or a portion of any nonconforming Goods; (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value; or (iii) accept any conforming Goods and reject the rest.
在验收期间, 买方可就任何货物: (一) 拒绝全部或部分不合格品; (二) 以因扣减维修费用或因价值降低而减低的价格接受全部或部分不合格品; 或 (三) 仅接受合格货物, 其余退回。
- 6.3 Within 30 days of Supplier's receipt of Buyer's notification of nonconformity, Supplier shall investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to Buyer. Once approved by Buyer, Supplier must then timely implement such corrective action plan.
供应商收到买方的不合格通知后 30 天内, 供应商应就此调查并向买方提交其调查和结论的书面报告, 并制定买方可以接受的整改计划。一旦得到买方的批准, 供应商必须及时实施该整改计划。
- 6.4 With respect to rejected nonconforming Goods, Buyer may at its election and at Supplier's risk and expense (i) hold nonconforming Goods for Supplier, or (ii) return nonconforming Goods to Supplier for, at Buyer's option, either (a) full credit or refund or (b) replacement Goods to be received within 24 hours of nonconformity notification. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon such delivery. Goods returned to Supplier hereunder shall be shipped at Supplier's expense and risk of loss. Additionally, rejected nonconforming Goods shall not be tendered again to Buyer for acceptance unless permitted by Buyer and applicable law, and accompanied by a disclosure of Buyer's prior rejection(s).
对于拒收的不合格货物, 买方可自行选择以下方式: (一) 为供应商暂存不合格货物, 或 (二) 将不合格货物退回供应商, 供应商承担由此产生的风险和费用: (a) 全额退款或 (b) 供应商在收到不合格通知后 24 小时内交付替换货物。此类退回给供应商的拒收货物的所有权应在交付后转移给供应商。退还给供应商的货物应由供应商承担费用和损失风险。此外, 被拒绝的不合格货物不得再次提交买方, 除非买方和适用法律允许, 并需随附说明提示买方曾经拒收。
- 6.5 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods and/or Services, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.
尽管有任何其他条款, 除上述规定外, 供应商应对买方处理不合格品和/或服务产生的实际费用和损失承担责任, 包括但不限于买方因整改而发生的任何与运输, 加急, 拆除, 拆解, 故障分析, 故障分离, 装配, 重新安装, 复检, 改造, 更换有关的人工和花费。
- 6.6 Regarding the Service under the Purchase Contract, Supplier must:
有关采购合同中的服务, 供应商应当:
- a) perform the Services with the level of care, diligence and skill reasonably expected of a properly qualified and experienced professional person providing services similar to the Services;
由完全合格且有经验的、提供过类似服务的专业人员以相当仔细、勤勉的态度和技能提供服务;
 - b) perform the Services so as to avoid interfering with, disrupting or delaying the services or works performed or provided by other consultants or contractors;
在提供服务的过程中, 不得干扰、破坏或耽误其他顾问或承包商提供的服务或工作;
 - c) ensure that the Services and any materials provided are fit and suitable for any purpose expressed in the Order or reasonably inferred from the Order;
确保提供的服务或材料符合并适用采购合同中明确规定的或合理推论的用途
 - d) Supplier must hold (and ensure that all of Supplier's vendors, sub-contractors hold) all necessary approvals, authorities, licenses and permits which are required by all applicable government authorities in which the Services are being performed for the proper performance of the Services.
为确保服务正常进行, 供应商应当持有 (并确保供应商的所有供应商和分包商持有) 服务发生地当地政府机关要求的所有必要的批准、授权、许可和执照。
 - e) comply with Buyer's reasonable directions relating to the performance of the Services;
遵守买方发出的与履行服务有关的合理指令;
 - f) ensure that, if goods or materials are supplied incidental to or as part of the Services, they shall be new, of merchantable and satisfactory quality and fit for their intended purpose;
如果在服务中需随附货物或材料, 或该货物和材料属于服务的组成部分, 应确保此等货物或材料是全新的, 可以销售且质量过关, 并符合预期用途;
 - g) promptly notify Buyer if Supplier become aware that any document or other information provided by Buyer is ambiguous or inaccurate or is otherwise insufficient to enable Supplier to carry out the Services;
如果获悉买方为使供应商能够实施服务而提供的任何文件或信息存在任何含糊不清、不准确或不充分之处, 立即通知买方;
- 6.7 If at any time Buyer are not satisfied that the Services provided comply in all respects with the Purchase Contract, Supplier agree to take such steps as are necessary to ensure that the defective Services comply with the Purchase Contract. Buyer have the right to withhold any money otherwise due to Supplier until such time as the Services comply in all respects with the Purchase Contract. If Supplier refuse to re-perform the Services within a reasonable time or if the Services are re-performed but they still fail to comply in all respects with the Purchase Contract, at Buyer's option and request, Supplier agree to:
任何时间, 如果买方认为供应商提供的服务不能在所有方面都符合采购合同要求, 供应商同意采取必要的措施以确保缺陷服务符合采购合同的要求。买方有权暂扣本应向供应商支付的任何款项, 直至服务完全符合采购合同的要求。如果在合理的时间, 供应商拒绝重新履行服务, 或在重新履行服务后仍不能完全符合采购合同的要求, 经买方选择并提出要求, 供应商同

意:

- a) refund to Buyer any payments made by Buyer in respect of any defective Services that Buyer reject; or 对买方拒绝接受的缺陷服务, 退还买方已经支付的款项;
- b) reimburse Buyer, as a debt due and payable, for any expenses Buyer incur in having any defective Services re-performed. 作为到期应偿还债务, 偿还买方为重新履行缺陷服务产生的支出。

7. Warranty 担保

- 7.1 Supplier warrants to Buyer and Buyer's successors, assigns, Buyer's Customers, and users of Goods sold by Buyer that all Goods and/or Services provided under the Order shall be and continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and complies with the Specifications; (vii) free from liens or encumbrances on title; and (viii) Buyer will be entitled to clear, complete and quiet possession of the Goods; and (x) all applicable customs or excise duties on the Goods have been paid; and (xi) to the extent the Goods are, or contain, hardware, software, and/or firmware products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty also shall apply to those Goods as a system. Inspection, test, acceptance or use of Goods and/or Services furnished hereunder shall not affect Supplier's obligations under this Warranty, and such Warranties shall survive inspection, test, acceptance and use.

供应商向买方和买方的后继者、转让方、买方客户以及由买方转售的货物的用户保证, 根据该订单提供的所有货物和/或服务应保持: (一) 可销售; (二) 符合预期目的; (三) 全新; (四) 材料和工艺无缺陷; (五) 如果买方没有提供设计, 在设计方面不应存在缺陷; (六) 严格按照规定生产, 并符合规格; (七) 在所有权上无留置权或抵押; (八) 买方将获得清晰的、完整的和不受干扰的所有权的; (九) 对产品征收的所有关税、消费税都已经缴纳; (十) 货物是软硬件或包含硬件、软件和/或固件产品的, 应能够准确地处理日期/时间数据 (包括但不限于对所有时间和日期进行计算、比较和排序), 并且没有病毒和其他会损坏网络的因素 (本节统称为“担保”)。如果订单要求某特定货物作为一个系统执行, 上述担保也应适用于作为一个系统的货物。本担保项下供应的货物和/或服务的检验、测试、验收或使用不应影响供应商在本担保项下的义务, 此类担保应在检验、测试、验收和使用后继续有效。

- 7.2 Buyer may require Supplier to promptly repair or replace, at Buyer's option, any Goods which breach the Warranty. Buyer may return ship the Goods on the fastest available commercial carrier at Supplier's expense and risk of loss. Goods returned to Buyer hereunder shall be accompanied by notice stating whether they are new replacements or repaired originals, and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.

买方可选择要求供应商立即修理或更换任何违反该担保的货物。买方可以用最快的商业承运人退回货物, 费用和损失风险由供应商承担。根据本协议退回给买方的货物应随附一份通知, 说明它们是新的替换品还是修理过的原件, 并应继续包含在本担保范围内。供应商应进行接收、审查、分析和任何其他必要行动, 以评估退货是否包含在保修范围内, 对此买方不承担任何费用。

- 7.3 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

尽管有任何其他规定, 除上述规定外, 供应商应承担由于货品和/或服务与担保不符造成买方发生的实际成本、费用和损失, 包括但不限于人工和其他相关的运输、加急、拆卸、拆解、故障分析、故障隔离、组装、重新安装、重新检查、改造、更换, 以及其他整改费用。

- 7.4 Supplier warrants to Buyer that all Services provided under or in connection with an Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised and personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Additional Service Warranty"). Supplier agrees that should any of the Services be defectively performed by Supplier, Supplier will re-perform or correct such defective Services at no additional charge. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Additional Services Warranty.

供应商向买方保证, 根据订单提供的或与订单有关的所有服务: (一) 将按照当前健全和公认的最高行业标准和惯例, 以专业和熟练的方式, 由具有行业经验的人员经过适当认证、培训且在监督下进行; 以及 (ii) 遵守并符合订单中包含的所有适用规格、性能要求和其他要求 (“附加服务保证”)。供应商同意, 如果供应商履行的任何服务有缺陷, 供应商将重新履行或纠正此类有缺陷的服务, 且不应收取额外费用。尽管有任何其他规定, 除上述规定外, 供应商还应承担与此相关或由此产生的买方发生的实际成本、费用和损失。

- 7.5 Supplier warrants to Buyer that all documentation and certifications by Supplier or Supplier's subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have

been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

供应商向买方保证, 供应商或供应商的分包商或业务合作伙伴提供的与货物、服务和订单有关的所有文件和证书是最新的、完整的、真实的和准确的, 且该文件和证书已由经授权和有资格签字或盖章的个人签字或盖章。

8. Indemnification 补偿:

Supplier shall indemnify and save harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, arising out of, or caused by the performance hereunder, any act or omission of Supplier or any Goods or Services. Supplier will be liable for, and must indemnify Buyer and keep Buyer indemnified from and against any liability and/or any loss or damage of any kind suffered or incurred by Buyer whatsoever arising directly or indirectly from:

供应商应赔偿并保护买方、买方客户、保险公司、关联公司及其员工、代理人、职员和董事免受因供应商的任何货物或服务或以下行为或疏忽引发的所有诉讼、索赔、判决、裁决、损失、损害、成本或费用(包括律师费)等损失。由以下情形直接或间接导致买方遭受的任何类型的损失或损害应由供应商负责并必须赔偿买方:

- a) any breach of any warranty or any of the other terms and conditions of the Purchase Contract by Supplier;
供应商违反采购合同的任何担保或任何条款或条件;
- b) any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind(s) whatsoever arising in whole or part from Supplier's performance of the Services and/or, whatsoever caused or contributed to by Supplier carrying out Supplier's obligations under this Purchase Contract;
完全或部分由于供应商履行服务引起的, 或供应商履行本采购合同下的义务而导致的任何人身伤害、疾病或死亡、任何财产损失或其他损失或损害;
- c) any fraud, negligence or wilful act or omission by Supplier and/or any of Supplier's employees or sub-consultants in connection with performance of the Services and/or of the Purchase Contract;
供应商或供应商的任何雇员或顾问在与服务和/或采购合同履行有关的活动存在任何欺诈、过失、故意行为或疏忽;
- d) any penalty imposed for breach of any applicable law in connection with Supplier carrying out Supplier's obligations under the Purchase Contract;
供应商在履行采购合同下的义务的过程中, 因违反有关法律受到的任何罚款;
- e) loss or damage to any plant, equipment, tools, appliances or other property owned, rented or hired by Supplier and used in connection with Supplier carrying out Supplier's obligations under the Purchase Contract; and
供应商在履行采购合同下的义务的过程中, 供应商拥有的、租赁的或租用的任何厂房、设备、工具、器具或其他财产的损失或损毁;
- f) except to the extent that any liability, loss or damage is solely and directly caused by Buyer's willful misconduct or Gross Negligence. Notwithstanding anything else in the Purchase Contract, each indemnity survives the termination or expiry of the Purchase Contract.
完全由买方故意行为或重大疏忽直接引发的责任、损失或损坏除外, 不管采购合同中是否有其他规定, 所有赔偿条款在采购合同终止或期满后仍然有效。

9. Taxes 税

9.1 Unless otherwise stated in this Agreement or the Order, the Price is fixed and is inclusive of:

除非采购合同中另有其他规定, 价格为固定价格, 且包括:

- a) all taxes and charges imposed or levied on Supplier or on Supplier's personnel by any government bodies in connection with the provision of the Services;
任何政府机构向供应商或供应商人员征收的所有与供应商提供的服务有关的税费;
- b) all charges for packaging, packing, insurance and delivery of the Goods by the Delivery Date to the Delivery Point in accordance with the Order.
所有打包费、包装费、保险费和根据采购合同要求于交付日期将产品递送至交付地点的费用。

9.2 Supplier will be responsible for and must pay all duties, taxes and charges prevailing during the term of the Order imposed or levied on Supplier or Supplier's personnel by any government bodies, in connection with and in the performance of the Services and any other obligation under the Order. Supplier is responsible for all applicable customs duties, excise or other taxes in respect of any materials and equipment supplied by Supplier. Supplier will indemnify Buyer for any business tax and any other taxes or charges which is or are levied directly against Buyer by any government bodies as a result of, or in connection with, Supplier's failure to comply with Supplier's obligations in this clause 9.

供应商应负担并且必须支付采购合同有效期内任何政府机构对供应商或供应商职员征收的与供应商提供的服务或采购合同下的任何其他义务有关的所有关税、税费和费用。供应商应负担所有对供应商供应的任何材料和设备征收的关税、消费税或其他税。如果供应商未能履行本第9条规定的义务, 供应商应当赔偿买方因此被任何政府机构直接征收的任何营业税和其他税费或费用。

9.3 If Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

如果买方被依法扣缴应由供应商负责的税款, 买方将从给供应商的付款中扣除此类税款, 并向供应商提供足够的支持文件。

10. Invoice and Payment Terms 发票及付款

- 10.1 Supplier must invoice Buyer upon completion of the Services or upon Delivery of the Goods. Unless Buyer receive the proper tax invoice Buyer will not be liable to pay Supplier the Price.
供应商在完成服务或交付产品后须向买方开具发票。买方仅在收到正规税务发票后才有支付价款的义务。
- 10.2 If no special payment terms are specified on the Purchase Contract then payment will be made one hundred twenty (120) days after receipt of tax invoices.
如果采购合同中没有规定特殊付款条款，买方将在收到税务发票后一百二十（120）日内支付合同价款。

11. Changes 变更

- 11.1 Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) Prime Contract flow down requirements and/or (viii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.
买方授权的采购代表（不包括买方的工程和技术人员）可单方面在订单的一般范围内进行更改，包括对以下内容的全部或部分更改：（i）装运、减少废物或包装说明；（ii）交货地点；（iii）任何设计、规格和图纸；（iv）工作说明书；（v）履行方法或方式；（vi）买方物品、设施、设备或材料；（vii）沿用主合同的要求和/或；（viii）质量要求（统称“变更”）。供应商应执行买方要求的任何变更。任何包含变更或修改的弹性条款不得视为本节所指的变更。
- 11.2 If Supplier considers that Buyer's conduct constitutes a Change, Supplier shall notify Buyer's authorized procurement representative immediately in writing as to the nature of such conduct and its effect upon Supplier's performance. Supplier shall take no action to implement any such Change without written direction from Buyer's authorized procurement representative.
如果供应商认为买方的行为构成变更，供应商应立即书面通知买方授权的采购代表该行为的性质及其对供应商的影响。未经买方授权的采购代表书面指示，供应商不得采取任何行动执此类变更。

12. Insurance 保险

- 12.1 Before commencing the performance of any of the Services and/or the Purchase Contract, Supplier must effect and maintain:
在开始履行任何服务和/或采购合同之前，供应商必须使以下保险生效并保持有效：
a) a suitable insurance policy against liability for death or injury to persons employed by Supplier as required by all applicable laws and regulations;
所有适用的法律法规要求的针对供应商雇员伤亡的适当保险；
b) all risks property insurance for the risk of loss or damage or destruction to the Goods and the Buyer's Equipment for an amount equal to 110% of their full replacement or reinstatement value including cover while the Goods are in transit or in temporary storage during the course of transit.
针对产品和买方设备的灭失或损毁风险的一切险，保险金额为更换或修复价格的 110%，保险应涵盖运输过程以及在运输过程中的临时仓储。
The insurance policies must be maintained for the relevant periods stated in the Purchase Contract. All deductibles under these policies will be to Supplier's account and Supplier will arrange for Supplier's insurers to waive all rights of subrogation for any claims against Buyer.
保险必须在采购合同规定的相关期限内维持有效。保险单下的所有免赔额应由供应商承担，且供应商应当安排供应商的保险公司放弃向买方提出代位求偿权。
- 12.2 Buyer's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier's obligations hereunder.
供应商不遵守或不完全遵守该保险条款，买方未能监管的，并不改变或免除此处约定的供应商的义务。
- 12.3 Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier's liability be limited to the extent of the minimum limits of insurance required herein.
在上述保险中，任何自我保险、自留分层保险、免赔额和免责部分都将由供应商承担，并完全由供应商承担风险。在任何情况下，供应商的责任都不限于本条款规定的最低保险限额。
- 12.4 Supplier shall require its subcontractors to maintain insurance in the amounts and types required by this Section.
供应商须要求其分包商按本条所要求的保额及种类购买保险。

13. Termination 终止

13.1 Buyer may immediately terminate the Purchase Contract by notice in writing to Supplier if:

如果发生以下任一情形, 买方可以立即向供应商发出书面通知并终止采购合同:

- a) Supplier does not complete the Services by the completion date in the Purchase Contract;
供应商未能在采购合同规定的完成日期完成服务;
- b) Supplier fails to deliver the Goods to the Delivery Point by the Delivery Date;
供应商未能在规定的交付日期和交付地点交付产品;
- c) Supplier do not comply with, or are in breach of, any of Supplier's other obligations under the Purchase Contract and such non-compliance or breach is not remedied within 14 days after Buyer request Supplier to remedy it; or
供应商未能遵守或违反了采购合同下的其他义务, 且未能在买方提出补救要求后 14 日内补救此等行为;
- d) Supplier are declared bankrupt or a controller or administrator is appointed to Supplier or Supplier enter into a deed of company arrangement with creditors or a winding up order is made in respect of Supplier.
供应商被宣布破产, 或被委派了资产控制人或管理人, 或供应商与债权人签订了公司重组协议, 或供应商接到了停业清算命令。

13.2 If Buyer terminate the Purchase Contract under this clause 13, Buyer will not be obliged to make any further payment to Supplier and Buyer's has the right to claim against the Supplier, in accordance with applicable laws or this Purchase Contract, for any losses resulted from the termination.

如果买方根据本第 13 条终止采购合同, 买方将不再承担进一步向供应商支付价款的义务, 且买方有权依法或依据采购合同约定要求供应商赔偿买方因此而遭受的全部损失。

13.3 Buyer may terminate the Purchase Contract at any time and for any reason (other than for any of the reasons set out in clause 13) upon a prior 1 month written notice to Supplier, in which case, Supplier will be paid for the Services properly provided to Buyer and/or for the Goods delivered to Buyer in accordance with this Purchase Contract prior to the date of termination. Such payment will constitute full and final compensation for loss or damage arising from the termination including but not limited to loss of profit, loss of revenue, loss of income, loss of opportunity, and any other indirect loss.

买方可以在任何时间基于任何原因(上述第 13 条规定的原因除外)提前 1 个月书面通知供应商解除采购合同, 此等情况下, 供应商在采购合同终止之前根据采购合同向买方正确提供的服务和/或向买方交付的产品仍将被支付价款。此类付款将构成对因终止而产生的损失或损害的全部和最终赔偿, 包括但不限于利润损失、收入损失、收益损失、机会损失和任何其他间接损失。

14. **Compliance with Laws 遵守法律**

14.1 The Purchase Contract shall be governed by the laws of the People's Republic of China. If any dispute arises between Supplier and Buyer concerning the Services or the Goods or any other matter under this Purchase Contract, such dispute will be determined by friendly discussions between Buyer. If within 45 days the dispute has not been resolved, either party may submit such dispute to China International Economic and Trade Arbitration Commission, Tianjin international economic and Financial Arbitration Center in accordance with the Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Tianjin. Any arbitral award shall be considered final and binding on the parties and will be enforceable in any appropriate judicial court.

采购合同应受中华人民共和国法律管辖。如果供应商与买方之间就服务或产品或有关采购合同的其他事宜发生争议, 双方应当通过友好协商解决此等争议。如果在 45 天内仍未解决争议, 任何一方可以将争议提交至中国国际经济贸易仲裁委员会天津国际经济金融仲裁中心仲裁解决, 仲裁应当适用当时有效的仲裁规则, 该规则经本条的引用而成为本文件的组成部分。仲裁地为天津。任何仲裁裁决都应当认为是终局裁决, 对双方都具有约束力, 可在任何有管辖权的法院强制执行。

14.2 Supplier agrees to comply with Buyer's environmental, health and safety standards, requirements and restrictions during Supplier's performance hereunder and when at Buyer's jobsites, including, without limitation, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work and providing Buyer with any test reports or results related to Goods and/or Services, as applicable.

供应商同意在供应商履行本协议期间以及在买方工作场所时遵守买方的环境、健康和安全标准、要求和限制, 包括但不限于遵守买方的安全指示, 在开工前通知买方, 并向买方提供任何与货物和/或服务相关的测试报告或结果(如适用)。

15. **Compliance Covenants 合规条款**

Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities or otherwise) or any form of facilitation to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order, and Supplier shall promptly report to Buyer's Compliance department any violation of discipline and law by Buyer and its personnel found in the course of the transaction, by reporting to jijian@heli-china.cn. Any breach of this warranty shall be a material breach of each and every contract/order between Buyer and Supplier.

供应商禁止向买方雇员或代表提供或给予任何具有价值的物品(以娱乐、馈赠、酬金或其他形式)或任何形式的便利以获得订单或在订单中给予优惠待遇, 供应商在交易过程中发现买方及其工作人员存在违规违纪违法问题, 应及时向买方纪检部门举报, 举报邮箱: jijian@heli-china.cn. 任何违反本条款的行为都将构成对买方和供应商之间每份合同/订单的实质违约。

16. **Country of Origin 原产国**

- 16.1 “Country of Origin” shall mean either the country where a Good has been wholly obtained or, when more than one country is concerned in the production of the Good, the country where the last substantial transformation has been carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

“原产国”指整体生产该货物的国家，或者，当货物的生产涉及不止一个国家的情况下，指进行最后实质性转化所在的国家。供应商应在货运时随货物提供的商业发票或形式发票上以及按买方可能指示的任何其他格式（包括但不限于电子和/或扫描可读格式）确定所有货物的原产国。如果供应商不是货物的制造商，则应从该货物的制造商处获得原产国证书。

- 16.2 Country of Origin Marking. Supplier shall mark all Goods with the English name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.

原产国标记。供应商应按照目的地国的当地法律要求在所有货物上以英文标明原产地。当目的地国家免除原产国标记要求的，或不需要此种标记的，供应商应在货物的外包装上标记原产国的名称。

17. **Subcontracting 分包**

- 17.1 Supplier must not assign, transfer or novate any of the rights or obligations under the Purchase Contract without Buyer's prior written consent. Buyer have the right to assign, transfer or novate any or all of our obligations and rights under the Purchase Contract.

未经买方事先书面同意，供应商不得分配、转移或转让采购合同下的任何权利或义务。买方有权分配、转移或转让买方在采购合同下的权利和义务。

- 17.2 Supplier must not sub-contract Supplier's obligations under the Purchase Contract without Buyer's prior written consent to such arrangement. Sub-contracting does not relieve Supplier from any liability or obligation. Supplier remain liable to Buyer for the acts and omissions of Supplier's vendors and sub-contractors, as if they were Supplier's acts or omissions.

未经买方事先书面同意，供应商不得将供应商在采购合同下的义务分包。分包不得减轻供应商的任何责任或义务。供应商应当对供应商的供应商和分包商的行为或疏忽行为向买方承担责任，此情况被认为是供应商的行为或疏忽。

18. **Force Majeure 不可抗力**

- 18.1 Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). Buyer may cancel without liability to Supplier its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.

供应商应对任何未能履行或延迟履行订单的行为负责，除非此类情况是由不可预见、不可避免、超出其控制范围且无过错或疏忽的原因造成的，且供应商应在获悉此类情况后3天内就此类情况将导致或已经导致的后果（“可谅解的延误”）向买方提供书面通知。因为供应商未能履行或延迟履行义务，买方可以取消已发生的采购，而不必承担责任，并且，如果预计延迟持续的时间可能影响买方向客户交货的时间，买方可以取消订单的任何部分或整个订单，而不承担任何责任。

- 18.2 Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Buyer's Customers.

因超出买方合理控制范围的任何原因（包括任何由买方客户引起的原因）导致的任何履约失败或延误，买方应予以免责。

19. **Setoff 扣除**

Buyer and its Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under the Order or any other transaction with Buyer or its Affiliates.

买方及其关联方可扣留、扣减和/或抵消应付给供应商的款项，该款项可来自于供应商履行订单应得或由供应商与买方或其关联方进行其他交易所得。

20. **News Releases, Publicity and Other Disclosures 新闻发布、宣传和其他披露**

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to this Agreement or the Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or the Order or make use of Buyer's name or logo without the prior written consent of Buyer.

未经买方事先书面同意，供应商不得发布或授权任何与本协议或订单有关的新闻稿、广告或其他披露，以及买方与供应商的关系，不得否认或确认本协议或订单的存在，或使用买方的名称或标识。

21. Remedies 补救措施

Supplier shall be liable for any damages incurred by Buyer as a result of Supplier's acts or omissions under this Terms and Conditions. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

供应商应对在本协议项下因其行为或疏忽而导致的买方损失负责。除此外明确规定外，本条款规定的权利和补救是累积的，并且是附加于双方依法享有的其他权利和救济之上，双方享有同等权力。

22. No Waiver 权力放弃

No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

任何一方未行使本协议或订单项下的任何权利或未被要求遵守本协议或订单，或知晓曾经不按照协议或订单履行的情况，均不构成该方放弃其在本协议项下的权利。除非且仅限于有书面明确说明，任何时候任一方对另一方所允许的任何让步、宽容或弃权均不得视为对任何权利的让步、宽容或弃权，也不得阻止该方将来在类似情况下行使任何权利。

23. No Conflicts 无冲突

None of the provisions of this Agreement or the Order, nor the Supplier's performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which the Supplier or any others used by the Supplier are subject.

本协议或订单的任何规定，或供应商履行本协议的任何规定，均不得与任何政府当局的任何法律、判决、法令、命令或法规相冲突，或与供应商或供应商使用的任何其他实体所承担的任何义务相冲突。

24. Order of Precedence 优先顺序

The order of precedence provision in an Agreement, if any, shall prevail over this Section.

协议中如有优先条款的顺序应优于本节。

If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the Agreement and/or these Terms and Conditions that specifically reference the section being modified; (ii) regarding product support obligations, the terms of any product support agreement entered into by the Parties; (iii) terms of the Agreement under which the Order is issued; and (iv) these Terms and Conditions.

如果适用于订单的条款有任何不一致或冲突，应按以下顺序降序排列：（i）订单的首页，包括价格、价格调整条款、规格、运输、质量要求、图纸、工作说明书，以及对本协议和/或本条款和条件特别提及修改的章节；（ii）关于产品支持的义务，双方签订的任何产品支持协议的条款；（iii）发出订单所依据的协议中的条款；以及（iv）本条款和条件。

25. GENERAL 一般条款

25.1 The supplier is obliged to cooperate with the buyer's audit work and supplement relevant materials on time, including but not limited to the provision of business, settlement support documents, confirmation of Inquiry letters, interviews, etc., otherwise supplier shall be liable for breach of contract.

供应商有义务按时配合买方的审计工作以及补充相关的资料，包括但不限于提供业务、结算支持文件、往来询证函确认、访谈等，否则应承担违约责任。

25.2 The terms and condition is made in both Chinese and English. In case of any conflicts between the Chinese version and the English version, the Chinese version shall prevail.

本条款用中、英文两种文字书就。如中文文本和英文文本存在冲突，以中文文本为准。