

Terms of Purchase

采购条款

1. Scope: The terms and conditions set forth below with those appearing on the face of this purchase order or on any exhibits attached hereto constitute the complete and exclusive agreement (hereafter "Order") between Carlisle Interconnect Technologies, Inc. ("Buyer") and the seller identified on the face of this Order ("Seller"). The terms and conditions of this Order take precedence over any additional or different terms and conditions of the Seller which may be contained in Seller's quotation or acknowledgement to which objection is hereby made by Buyer. No modification of this Order shall be binding upon either party unless in writing and signed by an authorized representative of each party.

1. 范围：以下列出的条款和条件，以及出现在本采购订单之上或附于本文件任何附录上的条款和条件构成了 Carlisle Interconnect Technologies, Inc.（以下简称“买方”）与订单上所识别的供应商（以下简称“卖方”）之间的完整和排他性协议（以下简称“订单”）。本订单的条款和条件优先于卖方的任何其他或不同条款和条件，这些条款和条件可能包含在买方特此提出异议的卖方的报价单或确认函之中。除非以书面形式作出并由各方的授权代表签字，否则对本订单的任何修改均不对任何一方具有约束力。

2. Prices: This Order shall not be filled at prices higher than those shown on this order, or higher than those last quoted or charged by the Seller, unless such increased price shall have been authorized in writing by Buyer. Such prices shall remain firm for the duration of this order and are exclusive of taxes, shipping and insurance. If charges for taxes, shipping and insurance are applicable, they shall be separately stated on Seller's invoice. Seller warrants that each price for goods, materials or equipment ("Goods") or services ("Services") is no less favorable than that extended during the term of this order to any other customer for the same or like items in equal or lesser quantities on similar terms and conditions.

2. 价格：本订单上填写的价格不得高于本订单上显示的价格，不得高于卖方最后报价或收取的价格，除非此类增加价格已经过公司书面授权。在本订单期间，此类价格应保持稳定，并且不包括税费、运费和保险费。如果税费、运费和保险费适用，则应在卖方发票上单独说明。卖方保证，在本订单有效期内，对于相同或更少数量上的类似商品，材料或设备（以下简称“商品”）或服务（以下简称“服务”）上，不得给予任何其他客户提供相同或更优惠的价格。

3. Shipping and Delivery: Quantities shipped must equal the quantity ordered unless otherwise specified by Buyer. Each shipment of Goods by Seller to Buyer shall include a packing list which contains at least (i) the purchase order number, (ii) Buyer's unique part number, (iii) the quantity, and (iv) the date of shipment. Delivery shall be strictly in accordance with the delivery schedule set out or referred to on this purchase order, or in written changes thereto signed by Buyer. Buyer may refuse to accept or return at Seller's risk and expense, any Goods made in excess of Buyer's order or in advance of required delivery dates, or to defer payment on such deliveries until such dates. Seller shall notify Buyer immediately of any actual or potential delays including labor disputes which are delaying or threaten to delay the timely performance of this or any Order. Delivery for this purpose shall mean date of receipt at Carlisle Interconnect Technologies' dock.

3. 运输和交货：除非买方另有规定，否则发运的数量必须等于订购数量。卖方向买方交付的每批货物应包含装箱单，其中至少包含（1）采购订单号，（2）公司的唯一部件号，（3）数量，以及（4）装运日期。交货应严格按照本采购订单上规定或提及的交货时间表，除非有买方签署的书面变更要求。买方可以拒绝接收或由卖方承担风险和费用退回任何超出买方订单或在规定交货日期之前交付的货品，或者对于此类交付，将付款推迟到规定的交货日期。卖方应立即通知买方任何正在延误或可能延误本订单的及时履行的实

际时间这含盖任何劳动争议造成因素。出于该目的交货应认定为到 Carlisle Interconnect Technologies 码头的收货日期。

4. Title and Risk of Loss: Unless otherwise specified on the face of this Order, shipping terms shall be DDP Buyer's specified location (Incoterms 2010). Title and risk of loss will pass to Buyer upon delivery of Goods to the Buyer's specified location.

4. 所有权和损失风险：除非本订单另有规定，否则运输条款应为 DDP 买方指定地点（2010 国际贸易贸易术语）。在将货物交付给买方指定地点后，所有权和损失风险将转移给买方。

5. Inspection: Buyer shall not be required to inspect or test articles covered by this Order. It shall be Seller's responsibility to assure that such articles are in strict conformance with all requirements of the purchase order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and test by Buyer and by personnel designated by Buyer at all times and places including the period of manufacture and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance shall be made after delivery to Buyer. If any inspection or test is made on the premises of Seller or Seller's subcontractor, Seller shall provide without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon inspection not to conform to the requirements of this order, and to require their correction or replacement at Buyer's option; Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of any warranty, requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Right of Access: Should Buyer, Buyer's customer or regulatory authorities inspections be required by this Purchase Order, notification of the required inspections shall be made as prompt as possible, but no less than 48 hours in advance. The inspections may occur at any of the facilities involved with the order and will include all applicable records.

5. 检验：不得要求买方检查或测试本订单所涵盖的产品。卖方有责任确保此类产品严格符合采购订单所有规定的要求。尽管有以上规定，在验收之前，买方和卖方指定的人员可以在任何时间（包括制造期间）和地点以及在任何情况下对本文件所要求的所有产品或工作进行检查和测试。除非在本文件中另有规定，最终检查和验收应在交付给买方之后进行。如果在卖方或卖方的分包商的场所进行任何检查或测试，卖方应在不收取额外费用的情况下提供合理的设施和协助，以确保检查人员的安全和便利。买方有权拒绝在检查后发现的不符合本订单要求的产品，并可自行选择要求纠正或更换；卖方任何不符合要求的产品或工作的接受并不构成对本文件要求交付的任何额外产品或工作要求及保证的放弃。卖方应提供并维护买方可接受的检验系统，并保持完整的检验和测试记录，并在买方的要求下可提供给买方。访问权：如果本采购订单要求买方、及买方的客户或监管机构进行检查，则应尽可能及时地通知所需的检查，但提前时间不得少于 48 小时。检查可以在与订单相关的任何设施进行，并将包括所有适用的记录。

6. Invoices and Payment: Unless agreed upon in writing, Seller shall issue invoices only at time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, payment shall be Net sixty (60) days from time of receipt of the conforming shipment of Goods at Company's facility and the associated conforming invoice or upon Company's confirmation of completion of services provided by Seller.

6. 发票和付款：除非书面约定，否则卖方应仅在货物装运或完成服务时开具发票。除非本订单另有规定，否则付款应自公司场所收到符合的货物之日或在公司确认卖方提供服务完成之日起的 60 天内支付。

7. Set Off: Buyer shall be entitled at all times to set off any amounts owing at any time from Seller, under this order or otherwise, to Buyer or any of Buyer's affiliates against any amounts due by Buyer in connection with this

order.

7. 抵销：对于卖方在本订单项下或以其他方式所欠买方或买方的任何关联方的任何款项，买方有权随时从此类款项中抵扣其就本订单应付的任何款项。

8. Patent Indemnification: Seller represents that the Goods furnished hereunder and their use does not infringe any patent, trademark or copyright. Seller agrees, at its own expense, to defend, indemnify and save harmless Buyer, and/or its customers in any and all patent, copyright, and/or trademark infringement suits brought because of the use of the Goods furnished the Seller and agrees to procure rights for continued use of infringed Goods for Buyer or to provide an alternate acceptable to Buyer, except where such equipment or materials are furnished pursuant to the drawings or designs furnished by Buyer.

8. 专利补偿：卖方声明本文件项下提供的商品及其使用不会侵犯任何专利、商标或版权。因使用卖方提供的商品所引起的任何和所有专利、版权和/或商标侵权诉讼，卖方同意在自费的情况下为买方和/或其客户进行辩护，为其提供补偿并使其免受损害，并同意为买方获取继续使用侵权商品的权利或提供买方可接受的替代商品，但此类设备或材料根据买方提供的图纸或设计情况除外。

9. Product Specifications: No substitutes will be accepted without Buyer's specific written approval. For a reasonable time after delivery, Seller's Goods, and Services performed are subject to Buyer's inspection and approval. If specifications are not met ("Non-Conforming" or "Non-Conformance"): (a) material and/or equipment may be rejected and returned at Seller's expense, including transportation charges both ways, and/or (b) Buyer may require that the service be repeated pursuant to the stated specifications. Payment of invoice does not constitute acceptance of Goods or Services covered by this Purchase Order and is without prejudice to any and all claims of Buyer against Seller. There shall be no changes made to the specifications, manufacturing process, materials, sub-suppliers etc. without prior written approval of Buyer.

9. 产品规格：未经买方特定书面许可，不得接受替代品。在交付后的合理时间内，卖方的商品和履行的服务均需经过买方的检查和批准。如果不符合规格（不良品或不合格）：（a）材料和/或设备可能会被拒收并由卖方自费退回，包括来回运输费用，和/或（b）买方可能要求按照规定的规格重新提供服务。发票的支付不构成对本采购订单所涵盖的商品或服务的接受，也不影响买方对卖方的任何和所有索赔。没有买方的书面同意，所以规格，制造程序，材料，间接供应商都不能变更。

10. Warranties: During the time specified on the face of this Purchase Order, (if not specified then the warranty period shall be the longer of twenty-four (24) months from the acceptance of the Good of service or Seller's stated warranty), Seller represents and warrants that all Goods and services delivered hereunder shall be free from defects of material and workmanship, design to the extent that Seller is the designer or has design authority, and Seller further warrants that parts furnished will conform strictly to the specifications and/or drawing specified. Such warranties together with Seller's service warranties and guarantees shall run to Buyer, its successors, assignors and/or its customers.

10. 保证：在本采购订单规定的时间内，（如果没有特殊注明下，从商品允收起，卖方的保证周期必须不少于 24 个月）卖方声明并保证在本文件项下交付的所有商品和服务不存在材料和工艺缺陷，设计方案指卖方是原始设计者或有得到设计授权，卖方进一步保证所提供的部件严格符合指定的规格和/或图纸。此类保证以及卖方的服务保证和担保应适用于买方、其继承人、转让人和/或其客户

11. Materials and Tools: Whenever Seller shall have in its possession property of Buyer, by virtue of this order, Seller will be deemed an insurer thereof and shall be responsible for its safe return to Buyer and to ensure that no other party shall acquire a security interest in same.

11. 材料和工具：当卖方每次由于履行本订单而持有买方财产时，卖方将被视为此类财产的保险人，并应负责将其安全归还给买方，同时确保任何其他方不会获得其担保权益。

12. Intellectual Property: Each party shall own their own background Intellectual IP. All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Seller by Buyer shall remain the sole and exclusive property of Buyer and will be returned at the completion of this order or when requested by Buyer. Further, Buyer shall acquire sole and exclusive ownership of all equipment, materials, and documents generated as a result of this order and/or through the use of Buyer's information. Buyer shall acquire all rights and licenses to effectively use the Seller's Goods, obtain regulatory approval, support product in the field, or other reasonable derivative activity.

12. 知识产权：双方都需要拥有自己的知识产权，买方向卖方提供的所有图纸、规格、数据、备忘录、计算、注意事项和其他材料或其副本仍属于买方的唯一和专有财产，并应在本订单完成时或在买方要求的情况下归还给公司。此外，买方应获得因本订单和/或通过使用公司信息所衍生的所有设备、材料和文件的唯一和排他性所有权。买方应该获得全部权利和特许证有效地去使用卖方的商品及得到法律上有效力的批准在其领域上去支持产品或其他合理的衍生性的活动。

13. Compliance With Federal, State, and Local Laws: Seller warrants that in performance of this order, it has complied with or will comply with all applicable Federal, State and local laws and ordinances and lawful orders, rules and regulations thereunder, including, but not by way of limitation, provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), and lawful rules and regulations thereunder. Without limiting the generality of this Section, Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. Seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598. Without limiting the foregoing, Seller shall not transfer export-controlled Goods, technical data, or technology, unless authorized in advance by an export license (such as a Technical Assistance Agreement). Seller shall not assign any foreign national employees to perform services without Buyer's express written consent and an understanding regarding access to systems and export control regulations.

13. 遵守联邦、州和地方法律：在履行本订单时，卖方保证已遵守或将遵守所有适用的联邦、州和地方法律和法令及其项下的合法命令、规则和条例，包括但不限于经修订的 1938 年《公平劳动标准法》(29 U.S.C. Sec. 201-219) 的规定及其项下的合法规则和条例。不限于本章的通用性，供应商应遵守所有适用于美国出口控制法规和经济制裁法律及规定，尤其包括但不限于《国际武器交易规章》(ITAR), 22C.F.R..120 et. SEQ; 《出口管理条例》15 C.F.R. 730-774; 以及《外国资产管制条例》31 C.F.R. 500-598。不限于前述的，除非事前有得到出口执照授权（如技术服务协议），卖方不得转运出口管制物品，技术资料以及技术工艺。没有的到买方书面同意及对于访问系统和出口限制法规了解，卖方不得安排外国受雇人员去提供服务。

14. Equal Opportunity: Seller agrees to comply with applicable State, Federal and local laws, and unless specifically exempt, to comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause.

14. 平等机会：卖方同意遵守适用的州、联邦和当地法律（除非特别豁免），并遵守经修订的 1965 年 9 月 24 日第 11246 号行政命令以及劳工部长签署的规则、条例和相关命令的所有规定，包括平等机会条款。

15. Packaging: No charge will be allowed for packing, boxing or crating, unless agreed upon in writing at time of

purchase. Damage to any material not packed to insure proper protection during shipment shall be charged to the Seller.

15. 包装：除非在购买时另有书面约定，否则不得对包装、打包或装箱进行任何收费。应提供适当的包装，以确保在运输过程中提供适当的保护，如果任何材料因包装问题而损坏，则应由卖方赔偿。

16. Confidentiality: All information obtained by Seller from Buyer which is identified as confidential or proprietary by Buyer or is acquired by Seller under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence and (ii) shall remain the property of Buyer, (iii) shall not be disclosed to a third party and (iv) shall be used by Seller only to the extent necessary for the performance of this Order. For failure of Seller to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed Goods delivered prior to termination.

16. 保密：对于卖方从买方处获得的被公司识别为机密或专有的所有信息，或者在合理认为应承担保密义务的情况下由卖方获得的所有信息，应：（1）以保密方式接收；（2）仍为买方财产，（3）不得向第三方披露，以及（4）卖方仅在履行本订单所必要的范围内使用。如果卖方未能遵守本节规定，除买方可能拥有的所有其他权利和补救措施外，买方有权终止本订单，而无义务在终止日期之后接受交货或进一步的付款，但在终止前已完成交付的商品除外。

17. Assignment: Seller may not assign this Order or any rights under this Order without the prior written consent of Buyer. Any attempted assignment without Buyer's prior written approval shall be void.

17. 转让：未经买方事先书面同意，卖方不得转让本订单或本订单下的任何权利。未经买方事前的书面许可，任何企图转让均属无效。

18. Cancellation For Default: Buyer reserves the right to cancel all or any part of this Order without liability if Seller fails to make deliveries as specified herein, or fails to make progress such as to endanger performance of the work and does not correct such failures within ten (10) days after receipt of written notice from Buyer specifying such failure. Any failure by Buyer to exercise this cancellation option with respect to any installment shall not constitute a waiver with respect to subsequent installments. In the event of the insolvency of Seller, an assignment for the benefit of creditors, the filing of voluntary or involuntary petition in bankruptcy or appointment of a Receiver, or Trustee by or for Seller; Buyer shall have the right to cancel this order immediately without liability.

18. 违约终止：如果卖方未能按照本文件的规定进行交付，或者未能取得进展，以至于危及工作的执行并且在收到买方指明此类问题的书面通知后的十（10）天内未能纠正此类问题，则买方保留取消本订单的全部或任何部分的权利，且不承担任何责任。如果买方未对任何违约行为行使此终止选择权，则不构成对后续此类违约行为行使终止权利的放弃。如果卖方破产、出于债权人利益进行转让、自愿或非自愿提交破产申请，或卖方自己指定或为卖方指定了破产接管人或托管人，则公司有权立即取消本订单，而不不承担任何责任。

19. Product Liability Insurance: Except when otherwise so stipulated, Seller shall obtain and maintain at its expense policy or policies or product liability insurance with a broad form vendor's endorsement, naming Carlisle Interconnect Technologies Buyer, subsidiary of Carlisle Corporation, an additional insured in the amount of \$50,000,000 bodily injury and \$500,000 property damage, and in such company or companies, as shall be satisfactory to purchaser. All such policies shall provide that coverage thereunder shall not be terminated or changed without at least ten (10) days prior written notice to purchaser. Seller shall furnish purchaser with

certificates of insurance, and evidence of renewals. The purchase of such insurance or the furnishing of certificates shall not be in satisfaction of Seller's liability hereunder in any way modify Seller's indemnification of purchaser.

19. 产品责任保险：除非另有规定，否则卖方应自费获得并保持保单或产品责任保险，并具有广泛形式的供应商背书，将 Carlisle Interconnect Technologies 公司、Carlisle 公司的子公司指定为额外的被保险人，保险金额为 50,000,000 美元人身伤害和 500,000 美元财产损失，并且承保公司应被买方所接受。所有此类保单均应规定，在未向卖方提前至少十（10）天发出书面通知的情况下，不得终止或更改其保险范围。卖方应向买方提供保险证明和续保证明。购买此类保险或提供此类证明不会免除卖方在本文件项下的义务，并且不会以任何方式更改卖方对公司的赔偿义务。

20. Waiver: The remedies herein reserved to Buyer shall be cumulative, and additional to pay other or further remedies provided in law or equity and a waiver by Buyer of a breach of any provision of this Order shall not constitute a waiver of any other breach, of such provision.

20. 弃权：除了普通法或衡平法提供的其他或进一步的补救措施之外，买方在本文件中所保留的补救措施应是累积的，买方对违反本订单的任何规定的弃权不构成对此等规定的任何其他违反行为的弃权。

21. Governing Law: This Agreement, and all rights and obligations in connection herewith, shall be governed by and construed under the laws of the State of New York. The courts of the State of New York shall have full exclusive jurisdiction over Buyer, Seller, and all subject matter in connection with any controversy, claim, or award arising out of this order.

21. 适用法律：本协议以及与此相关的所有权利和义务应受纽约州法律管辖并据其解释。纽约州法院对买方、卖方以及与本订单引起的任何争议、索赔或裁决有关的所有标的事项具有完全的专属管辖权。

IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.

如果本文件中规定的条款和条件中的任何部分无效或不可执行，则此部分应被视为可分割，即使此类部分无效或不可执行，条款和条件中的其他部分仍应有效。