



GENERAL PURCHASING AGREEMENT
采购协议

BETWEEN
买卖双方

TT Electronics (site name XXXXXX)
(“the buyer”)

(Site Address xxxxx)

AND

XXXX (“the seller”)

XXXX (“卖方”)

MADE ON (DATE)

签订与_____年_____月_____日

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1. **HEADER AND SCOPE**

目的及范围

This General Purchase Agreement (“Agreement”) is made as of [\(Date DD/MM/YY\)](#) by and between TT Electronics Integrated Manufacturing Services (Suzhou) Co., Ltd., (“The Buyer”), a company organized under the laws of People’s Republic of China, and [XXXXX](#) (The Seller), a company under the laws of [XXXXX](#). The Buyer and Seller are hereunder also referred to the collectively as the “Parties” and individually as a “Party”.

本协议由以下各方于 [XXXX](#) 年 [XXXX](#) 月 [XXXX](#) 日签订

梯电子集成制造服务（苏州）有限公司（买方），一家依中华人民共和国法律成立的公司；

XXXXX (卖方)，一家依 XXXXX 法律成立的公司。
买方和卖方以下合称为“双方”，或单独称为“一方”。

WHEREAS

鉴于

- (1) The Buyer and Seller are the beneficial owners of certain intellectual property rights, possessors of relative Products and valuable technical information, holder of various knowledge relating to promotion, distribution and marketing of the Products
买方和卖方均为知识产权的受益方；是相关产品信息和专有技术的所有方；是产品市场运作信息和商业机密的所属方。
- (2) The Parties expect to engage in discussions on an exclusive and confidential basis, relating to purchasing of the Products provided by the Seller.
协议双方期望，在排他和保密的基础上，就买方采购卖方所提供的产品一事进行磋商。
- (3) This Agreement also records the terms and conditions under which the Products may be subsequently supplied by the Seller to the Buyer.
本协议同时标明了有关卖方后续向买方提供的产品的相关条款。

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

现因此，考虑到在本协议中列明的相互承诺与约定，双方约定如下：

2. DEFINITIONS

定义

'Buyer' means the company who is purchasing the Products
“买方”是指购买产品的公司

'Seller' means the company who is supplying the Products to the Buyer
“卖方”是指向买方提供产品的公司

'Products' means any goods, services and software manufactured and provided by the Seller to the Buyer.
“产品”是指买方为卖方制造及提供的任何货物，服务及软件。

'Order' means the Standard Purchase Order, the Blanket Purchase Order and/or the Blanket Consignment Order released to the Seller by the Buyer for the Products.
“订单”是指买方为购买卖方提供的产品所下标准采购订单，总采购订单和/或总委托订单。

'Delivery Address' means the address stated on the Order
“交货地点”是指订单中所规定的地点

'Specification' means any plans, drawings, data, specifications or other information relating to the Products
“规格书”是指与产品有关的任何计划、图纸、数据、规格或其它信息

'Writing' means telex, cable, facsimile, email and any other comparable means of communication
“书面文件”是指电传、电报、传真、电子邮件以及其它相类似的任何通讯手段

'Conditions' means the standard terms and conditions of purchase set out in this Agreement
“条件”是指本协议中所规定的合乎标准的条款和条件

3. LONG TERM COOPERATION

长期合作

By entering into the Agreement, both parties agreed to set up a long term corporation relationship, for a period at least five years dated from the effectiveness of this Agreement. The Seller shall committed to support the Buyer on its low volume high mix business model for 5 years, and the Buyer agrees to consider the Seller as priority supplier for new project under the same price and corresponding commercial terms, if any. In the event that the Seller demands withdrawal out of the Buyer's supply chain or breaks any provision of any Agreement concluded by and between both parties during the execution of this Agreement, the Seller shall compensate for all the losses to buyer, including but not limited to the cost of resources invested of developing the Seller, tooling cost paid by the buyer for the Products, losses of the Buyer caused by discontinue supply of the Products by the Seller, etc.

通过此协议，双方均同意建立起一种长久的合作关系，自本合同生效日其为期至少五年。卖方应承诺在协议生效日起 5 年内支持协议期内支持买方小批量多品种的采购需求，同时买方也承诺如果有任何新项目，在同等价格和相应商务条款下优先考虑给卖方。如果卖方在 5 年内提出退出买方供应链或执行协议期间违反双方签订的任何协议的任何条款，卖方应承担由此所引起的对买方的任何损失，包括但不限于与买方在开发卖方进入供应链时投入的资源成本、买方所支付的磨具费用、由于卖方供应链中断对买方造成的损失等。

4. PRICE AND SPECIFICATIONS OF PRODUCTS

产品的价格和规格

The Seller shall remain the Prices without increasing and keep the Terms (i.e MOQ, MOV) without changing within 3 years at least, unless the market price of raw material fluctuates dramatically (+/- 10%). In case of which happened, the Parties shall determine the new price through negotiations. If both parties fail to reach the agreement as a result that the Seller cannot justify the price change, the Buyer shall have the right to purchase the products from the Seller at the original price or terminate the cooperation, and the Seller shall then be responsible for relative losses caused to the Buyer.

卖方须保证维持价格至少 3 年不涨，除非市场原材料价格波动较大时（正负 10%）。如果此类情况发生，新的价格应当依双方协商而定，如双方由于卖方不能对其价格调整做出合理的解释而未能协商一致的，买方有权按照原定价格向卖方采购产品或终止双方的合作，由此对买方产生的相应损失应由卖方承担。

Prices for the Products shall be stated in the Order and shall be exclusive of VAT (which shall be paid by the buyer on receipt of a VAT invoice). It shall not be altered without prior acceptance by both Parties in writing. If at any time during the term(s) of this agreement, the Seller should sell to other customers of the same Products at equal or similar quality and volume, well at a Price lower than that offered to the Buyer, the Seller shall then provide, and the Buyer shall then pay the lower of such prices on all deliveries and Orders of Products which are made during the period when such lower price is in effect.

产品的价格应该在订单中约定明确，并且排除增值税（增值税应该由买方在收到增值税发票时支付）。没有双方的事先书面同意，产品的价格不得变更。在协议期限内的任何时间，如果卖方将相等或类似质量和数量的相同产品，以比给买方更低的价格提供给其他购买者，那么，对于在此种更低价格生效之日起的期间内已经交付或订购的产品，卖方应当提供并且买方应当支付同样低的价格。

The Price of the Products might include charges for shipping, insurance, duty and delivery of the Products to the Delivery Address depending on the international price term used in the Order, which is necessary to clearly stated.

产品的价格可能包括运费、保险费、关税和把产品运送到交付地点的费用。以上费用依在订单中所使用的国际价格条款而定，并且有必要明示。

The quantity, quality and description of the Products delivered by the Seller shall be as specified in the Order, or in any applicable Specification supplied by the Buyer to the Seller.

卖方交付的产品的数量、质量和描述应与订单,或与买方向卖方提供的任何适用的规格书中所规定的相一致。

5. FORECAST AND ORDERING

预测及订单

The Buyer shall provide the Seller with a [weekly](#) rolling non-binding forecast ("Forecast Report") for a period at least equal to the Products lead-time ("Forecast Period"). Such forecast shall be used by the Seller for planning purposes only. 买方应当每周提供给卖方不受约束的循环的非约束的预测（“预测报告”），该预测的周期最少应该等于产品的交期（“预测周期”）。此类预测只能由卖方用作计划目的。

There are three kinds of Orders the Buyer could issued to the Seller for different Products on different occasions. (1) The Standard Purchase Order (2) The Blanket Purchase Order (3) The Blanket Consignment Order. The Seller shall accept the Order on the understanding that the Buyer's Conditions of purchase detailed in this Agreement shall apply.

买方可以根据不同的产品在不同情况下可以向卖方下三种如下订单：标准采购订单，总采购订单和/或总委托订单。卖方应在本协议中描述的买方购买条件被采纳的条件下接受订单。

Under normal business circumstance, the Standard Purchase Order will be applied to all Products. When the Seller and Buyer entered into the VMI Agreement in regards to certain Products, the blanket Purchasing Order will be used for the signed Products. When the Seller and Buyer were under the Consignment Agreement in regards to certain Products, the Blanket Consignment Order will be put in place for those Products.

正常业务模式下，标准采购订单适用于采购所有产品；当卖方与买方就指定产品签订了 VMI 协议即供应商管理库存协议时，总采购订单会被用于这些产品的采购；而当卖方与买方就指定产品签订了委托协议时，则总委托订单会被用于这些产品的采购。

All orders will be attached a Standard Purchasing Terms and Conditions (as Appendix A) by the Buyer when released to the Seller. In case there are conflicts between the Standard Purchasing Terms and Conditions and the clauses in the Agreement, This Agreement will take the lead.

买方下给卖方的所有订单都会随附一份标准采购条款（如附录 A），如所附标准采购条款与本协议中条款相冲突时，以本协议为标准。

For purchasing and delivery under Blanket Purchase Order, it is detailed in the VMI Agreement signed by the Parties, for purchasing and delivery under Blanket Consignment Order, it is detailed in the Consignment Agreement signed by the Parties, where describe the relative business model, obligations and responsibilities, covered Products, the delivery arrangement and the related liability issue etc. If the Seller is requested to act upon the above two kinds of Orders, it's the Seller's responsibility to request the Buyer adjust or issue new Blanket Purchase Order and/or Blanket Consignment Order when the actual demand is beyond the purchasing quantity specified on the original Orders.

对于总采购订单项下的购买与交付，具体规定在双方签订的 VMI 协议即供应商管理库存协议中做了定义；对于总委托订单项下的购买与交付，具体规定在双方签订的委托协议中做了定义。两份协议中都描述了相关的业务模式、责任与义务、涉及的产品、交付安排和相关的责任事项等。如果卖方被要求按照上述两种订单行事，当实际需求超过了原订单中所规定的采购数量，卖方有责任要求买方调整或发出新的总采购订单和/或总委托订单。

6. DELIVERY

交货

The delivery date against a Standard Purchase Order shall follow strictly the requirement on the purchase order, no partial delivery allowed unless otherwise communicated and confirmed between the two Parties. The delivery against a Blanket Purchase Order shall follow the clauses signed in the VMI Agreement the delivery against a Blanket Consignment Order shall follow the clauses signed in the Consignment Agreement

标准采购订单的货物交付日期应该严格遵循采购单中的要求，除非经双方沟通并确认，不允许部分交付。总采购订单的货物交付应该遵循 VMI 协议即供应商管理库存协议中签订的条款，总委托订单中的货物交付应该遵循委托协议中签订的条款。

The Buyer has the right to reschedule (Pull In or Push Out) all types of Orders in whole or partial before delivery. The Push out can be 6 months maxim compared to the initial requirement date on the Purchase Orders

买方在出货前有权要求调整所有种类订单的出货计划（提前或者推迟），调整范围可以涉及整张订单或者部分订单。基于原始的订单需求日期，推迟订单最久可达 6 个月。

The Products shall be delivered to the Delivery Address stated on the Order and during the Buyer's usual business hours.

产品应在买方的正常工作时间运至订单中指定的交货地点。

A packing note quoting the Order number, Part Number, Quantity etc must accompany each delivery of the Goods.

每次交货都必须附上注明订单号、料号、数量等的装箱单/送货单。

If the goods are to be delivered, or the services are to be performed by instalments, the Order will be treated as a single Order and will not be completed until the final delivery or the performance of the final instalment has been made or undertaken.

如果货物的交付或服务的履行分期进行，那么该订单将被视为是同一个订单，直到最后一次交货或最后一期的服务已履行，该订单才能视为已经完成。

The Buyer shall be entitled to reject any Products delivered which are not in accordance with the Order. The Buyers shall not accept the Products until the Buyer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any defect in the Products has been discovered.

买方有权利拒收不符合订单要求的货物。货物交付后，在买方有合理的时间检查货物之前，或其后货物的任何缺陷被发现后合理的时间内，不得视为买方已经接受了货物。

In case a short or excess delivery happened without prior written confirm between the Parties, the Buyer shall have the right to reject the whole or partial of that delivery, and it remains the right to get compensation from the Seller for losses of line down caused by short delivery or extra cost (handling, warehousing, administration, etc) caused by excess delivery.

如果卖方在没有双方书面确认的情况下，出现了少出或者多出的情况，买方有权拒收全部或者部分相关交货，并且有权得到因为交货不足而引起的停产损失，或者因为交货多余而产生的额外费用（如处置，仓储，行政等）。

In case a late delivery happened, the Buyer shall have the right to recover from the Seller any direct additional costs incurred in procuring items similar to the Products on the open market including but not limited to, the purchase price of the items, transportation, hub services, and quality control costs and all other incidental damages and expenses attendant thereto, and the Buyer remain the right to get liquidated damages from the original delivery date. The liquidated damages shall be payable at a rate of 1% of the Order value per each commencing week of delay. However the amount of liquidated damages shall not exceed 50% of the value of delayed Order. Besides the liquidated damages, the Buyer is also entitled to cancel the Order or extend such delivery date to a later date, well any extra cost and expenses for such cancel or extension shall be absorbed by the Seller.

如果货物交付迟延，买方应有权就从市场上购买相似产品产生的任何直接额外花费要求卖方补偿，包括但不限于产品购买价格、运输费用、中心服务费用、质量控制费用和所有其他意外损失及随之而产生的费用。买方同时保留得到违约金赔偿，从原交付日起算。违约金应按照延误后开始的每一周的订单价值的 1% 支付。无论如何，违约金数额不得超过延误的订单价值的 50%。除了请求违约金，买方还有权撤销订单或延长交付日期，由此增加的任何成本和费用应由卖方承担

7. TERM OF PAYMENT

支付条款

The Seller shall be entitled to invoice the Buyer on delivery of the Products and shall quote the Order number on the invoice.

卖方有权利针对交付的货物或提供的服务向买方开具发票，并应在发票上注明订单号。

The Buyer shall make payment against a correct invoice within 90 (payment term days) days after the end of month of receipt of the Products, or if later, after the acceptance of the Products.

买方应在收到产品当月底之后的 90 天内基于正确的发票支付相应款项，或如有延后，在买方接受产品当月底之后 90 天内基于正确的发票支付。

The Buyer shall be entitled to set off against the payment any sums owed to the Buyer by the Seller.

买方有权利在款项中扣除卖方对买方所欠金额。

The Seller shall be responsible for any surcharge caused, included but not limited to "bank charge", etc.

卖方需承担任何额外费用，包括但不限于银行费用等。

8. RISK AND PROPERTY

风险和所有权

After the Seller passes the physical Products, the Buyer's only potential risk is the stolen or destroyed of the Products caused by improper management, apart from this, no more other risk should be imposed on TT

产品一经交付，买方的所承担的潜在风险仅为因保存或管理库存不当所造成的产品被偷窃及损坏，其余风险不会随之转移。

For the purpose of this Agreement, the Seller Passes the Physical Products means the Seller delivers the Products to the Buyer or to the Carrier designated by the Buyer, or to the agent of the Carrier designated by the Buyer.

为本协议的目的，卖方交付货物是指卖方将货物交付给买方或买方指定的承运人或卖方指定承运人的代理人。

The property of Products under

产品所有权基于

- (1) the Purchase Order and/or the Blanket Purchase Order shall pass to the Buyer upon delivery, unless payment for the Products is made before delivery, when it shall pass to the Buyer once payment has been made to the Seller. In this case the Seller shall clearly mark the Products as being the property of the Buyer.

标准采购订单和/或总采购订单的，一经交付产品的所有权应转移至买方，除非产品款项已于交货前支付，一旦货款已经支付给卖方，产品的所有权也就转移至买方。这种情况下卖方应清楚地标志出产品的所有权属于买方。

- (2) the Blanket Consigned Order, shall pass to the Buyer upon consumption of the consignment stock, unless payment for the Products is made before, when it shall pass to the Buyer once payment has been made to the Seller. In this case the Seller shall clearly mark the Products as being the property of the Buyer.

总委托订单的，一旦消耗使用了委托协议下的存货，其中产品的所有权应转移给买方，除非产品已于交货前支付。一旦货款已经支付给卖方，产品的所有权也就转移给买方。这种情况下，卖方应清楚地标志出产品的所有权属于买方。

9. WARRANTY

担保

The Seller warrants to the Buyer that:

卖方应向买方保证:

- (1) The Products will be of satisfactory quality, fit for purpose and free from defects in design, material and workmanship. These warranties extend to the future performance of the Products and shall continue for the longer of two years after the Products is accepted by the Buyer.
产品满足质量要求, 能发挥其用途, 无设计、材料和制造工艺上的缺陷。这些担保将延展至未来产品的使用, 并在买方接受产品后持续两年内有效。
- (2) The Products will correspond to any relevant Specification or sample and will comply with all statutory requirements and regulations relating to the sale of the Products.
产品符合相关规格书的要求或与样品一致, 遵守与产品销售有关的所有法规要求和条例。
- (3) The services will be performed by appropriately qualified and trained personnel, with care and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
服务应由获得相应资格并经过培训的人员执行, 执行中必须细心, 达到满足买方期望的标准。
- (4) If the Products are not supplied or performed in accordance with the Order, the Buyer shall be entitled to request that the Seller repairs the Goods or to supply replacement Goods or Services within 7 days, or consider the Order cancelled and request repayment of any part of the Price which has been paid.
如果产品没有按照订单提供或履行, 买方应有权要求卖方在 7 日内修理货物或者提供产品或服务的替代品, 或者视订单为已撤销并要求卖方返还已经支付的价款。
- (5) All warranties shall survive inspection, acceptance and payment. If the Products are not met the warranties, the Buyer shall be entitled to request replace, repair and /or re-perform, even consider the Orders cancelled, as applicable, at no additional charge to the Buyer and with any extra costs or losses borne by the Seller. If the Seller is unable to replace, repair or re-perform, the Buyer shall then be refund all moneys paid. The Seller shall be responsible for all losses no upper limit caused by the Products quality.
所有担保适用于产品检验、接收和付款。如果产品没有达到担保要求, 买方有权要求替换、修理和/或重作, 甚至考虑撤消订单, 并不需承担由此产生的任何额外费用, 所有增加的费用或损失应由卖方承担。如果卖方不能替换、修理或重作, 买方应有权要求返回已付的所有金额。卖方还应承担因此造成的所有买方的损失, 承担无上限的赔偿责任。

10. INDEMNIFICATION

补偿条款

The Seller shall indemnify, defend and hold harmless the Buyer, its affiliates, customers, employees, successors and assignments (for purpose of this clause, all referred to as the "Buyer") from and full against all liability, loss, damages, claims, fines, penalties and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

作为以下情况的结果或鉴于以下情况, 卖方应补偿并保护买方、关联企业、消费者、雇员、承继者及受让者(出于本条款的目的, 以上简称为“买方”), 使其免于承担所有责任、损失、损害赔偿、诉讼、罚款、罚金及费用(包括法律上的费用)和已经获得、发生或者由买方支付的前述费用:

- (1) Breach of any warranty given by the Seller in relation to the Products
违反卖方对产品所作出的任何保证
- (2) Any claim that the Products infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer.
产品或其进口、使用或转卖侵犯了其它人的专利权、版权、设计专利、商标或其它知识产权而引起的索赔, 如果是卖方按照买方所提供的规格书生产而导致的索赔, 则排除在外。
- (3) Any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the goods and any act or omission of any of the Seller's personnel in connection with the performance of the services.
卖方或其雇员、代表处或分包商在供应、运输或安装货物过程中出现任何不履行法律责任的行为和疏忽, 以及卖方的任何一名人员在服务的执行中出现任何不履行法律责任的行为。

11. ENVIRONMENTAL AND ETHICAL ISSUES

环保及道德

For the entire life cycle of the Products the Seller agrees to strictly comply with all environmental laws and regulations then in force as well as take responsibility of all required and/or necessary actions and costs relating to environmental issues, including, but not limited to recycling costs.

对于产品的整个生命周期，卖方同意严格遵守一切有效的环保法律法规，并负责采取所有必需的和/或必要的措施，承担与环保相关的所有费用，包括但不限于回收费用。

The Seller is committed to ethical conduct and respect for human rights and agrees to comply with internationally recognized social and ethical standards. The Seller shall monitor the ethical performance of its sub-suppliers and subcontractors and commits to take immediate steps if their ethical performance comes into question.

卖方应遵守道德行为规范，尊重人权，同意遵循国际公认的社会道德规范。卖方应当监督其分销商与分包商的道德行为，并在他们的道德行为出现问题时，承诺直接采取措施。

The seller is committed to arrange traceability for components and material when requested

卖方承担在被请求时安排零部件和材料的跟踪

12. CONFIDENTIALITY

保密

All information provided by the Buyer to the Seller shall be treated by the Seller as confidential and shall not be disclosed to others, or used other than for the purposes for which it was provided, without the Buyers prior written consent.

买方向卖方提供的所有信息，卖方均应作为机密来对待；未经买方事先以书面形式同意，不得透露给他人，不应用于提供使用以外的其它目的。

Any Specification supplied by the Buyer to the Seller, or produced by the Seller for the Buyer, in connection with the Products together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer.

关系到货物及其版权、设计专利或任何其它知识产权的、由买方向卖方提供的、或由卖方为买方编制的产品规格书，其所有权为买方所有。

The obligations of confidentiality shall indefinitely survive termination of this Agreement.

保密义务在本协议的终止后继续保留。

In case the Seller and Buyer had signed the separate Non-disclosure Agreement or Non-disclosure Non-compete and Exclusive Supplying Agreement ("NDA"), where the confidential clause in this Agreement conflict with those stipulated in the NDA, the NDA will take the lead, otherwise both effective.

如果该卖方与买方单独签订了保密，不竞争和独家供货协议("NDA"), 当本协议中的保密条款与 NDA 中的相冲突时，以 NDA 为标准，否则同时有效。

13. TERM AND TERMINATION OF THE AGREEMENT

协议有效期及合同终止

This Agreement shall become effective upon signatures of the Parties and shall remain in force until terminated by the Buyer according to terms and conditions of this Agreement.

该协议在双方签字时生效，并且其有效性直到根据该协议的条件由买方终止时止。

The Buyer shall be entitled to cancel the Agreement by giving written notice to the Seller at any time prior to delivery of goods or performance of Service if:

如发生下列情况，买方有权在交货前或执行服务前的任何时间书面通知卖方取消该协议：

- (1) The Seller fails to meet the terms and conditions detailed in this Agreement.
卖方未能履行该协议中所规定的条款和条件。
- (2) The Seller becomes subject to an administration order or goes into liquidation.
卖方转为受行政指令管辖或破产。
- (3) The Seller ceases, or threatens to cease to carry on the Agreement.
卖方停止履行本协议，或存在卖方停止履行本协议的威胁。

The Buyer shall be entitled to cancel the Agreement at any time, by giving notice in writing of their intention to do so; the notice period would be 60 Working days.

买方有权在任何时候书面通知对方终止该协议，通知的期限应当为 60 个工作日。

14. AMENDMENT AND TRANSFER

协议变更，转让

Any amendments, supplements to this Agreement will not become effective and binding to both Parties until agreed in writing by both parties. If any article hereof is amended or supplemented in writing, the amendments and supplements are preferential

本协议之修改、补充或解除须经双方书面协商一致，否则不发生法律效力；双方以书面形式对本协议做出修改、补充的，修改、补充部分优先适用。

The all or part of the rights or obligation shall not be transferred to a third party, except that both parties have agreed on the transferring in writing..

除非双方书面协商一致，本协议全部或部分权利义务不得转让给第三方

15. APPLICABLE LAW AND DISPUTES RESOLUTION 适用法律及争议解决

This Agreement is governed by the Law of the Peoples Republic of China.

本协议受中华人民共和国法律的管辖。

Any disputes relating to this Agreement shall be solved through negotiation, however if after 15 Days the matter can not be resolved then either party may submit to Law or to arbitration.

任何有关本协议的争议应当协商解决，然而如果 15 天之后问题仍未解决，则任何一方均可诉诸法律仲裁。

For the purpose of arbitration, The China International Economic and Trade Arbitration Commission Shanghai Branch is nominated as the arbitrator. Their decision shall be final and binding on both parties.

出于仲裁的目的，中国国际经济贸易仲裁委员会上海分会被指定为仲裁机构。他们的决定将是终审裁定并对双方均有约束力。

16. ENTIRE AGREEMENT 所有协议

This Agreement, and all Orders issued pursuant to this Agreement, shall supersede all prior and current oral and written communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement, and shall constitute the entire agreement between the parties. For avoidance of doubt, it is understood, that the Parties may have entered into other agreements, such as Non-Disclosure, Non-Compete And Exclusivity Supplying Agreement, VMI Agreement, Consignment Agreement, Quality Agreement and Tooling Agreement, etc and these other Agreements shall remain valid and in force according to their own terms and conditions.

本协议以及依据本协议所发出的一切订单应当取代双方与本协议标的所有事先和当前的口头和书面交流、协议与谅解，并且继续构成合同双方的所有协议。为了避免疑虑，应当理解为，双方可以签订其他协议，如保密不竞争独家供货协议、供应商管理库存协议、委托协议、质量协议及磨具协议等，并且这些其他协议根据它们本身的条款和条件仍然有效。

17. FORCE MAJEURE 不可抗力

Neither the Seller nor the Buyer shall be liable to the other, if the delay or failure to perform any of its obligations in relation to the Products is due to an event of Force Majeure.

如果是不可抗力造成了与货物和服务相关的义务的延误或未能履行，卖方和买方均可免除对对方的义务。

The following causes are regarded as Force Majeure:

下列情况被视为不可抗力：

act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, restrictions regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes or other industrial actions or trade disputes)

天灾，爆炸，水灾，暴风雨，火灾或事故，战争或战争威胁，阴谋破坏，暴动，国内动乱，法规限制，地方规章制度，政府或地方政府任何种类的禁令或议案，进口或出口管制或禁运，罢工或其它工业界活动或贸易争端)。

But the Party suffered the Force Majeure shall advice the other party of the situation in writing as soon as possible, and provide the other party with the verifying document issued by competent authority within 7 days since the occurrence of force majeure,

但声称遭受不可抗力的一方应及时告知对方，并在不可抗力时间发生后 7 天内将相关权威部门签发的证明文件提供给对方。

18. LANGUAGE
语言

This Agreement is made out in English and Chinese languages with same effect.
本协议的文本采用英语和中文作成,两种文本具有同等效力。

19. SERVERABILITY
条款效力独立

In case any provision of this Agreement is found to be unenforceable, in whole or in part, it shall not affect the validity of other provisions of this Agreement and the Parties shall use their best efforts to replace the provision with a valid one.
该协议的任何条款的全部或部分无效，不应该影响该协议其他条款的效力并且双方应该尽最大的努力用一个有效的条款来替代原条款。

20. WAIVER
权利放弃

The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party
在任何时候，任一方没有依据该协议或者在另一方违约时主张权利或补救，不能被解释为对另一方违约或履行不能相关的权利或补救的放弃。

21. COUNTERPARTS
协议文本

This Agreement has been executed in two (2) original copies signed after the approval of the Parties. Each Party has received one original bearing the following legally binding signatures of the Buyer and the Seller.
本协议原件一式两份，并经双方认可签署。任一方应持有一份原件，并经买方与卖方的以下的签署而具有法律约束力。

The appendixes of the Agreement is the effective component of this Agreement, if there is any discrepancy between them, this Agreement shall prevail.
本协议的附件是本协议的有效组成部分，若附件与本协议有任何不一致的，以本协议为准。

Signed by:
On behalf of TT Electronics Integrated Manufacturing Services (Suzhou) Co., Ltd.

梯梯电子集成制造服务（苏州）有限公司代表
签字

Name:
Position: Strategic Sourcing Director
Date:

姓名：
职务：策略采购总监
日期：

Signed by:
On behalf of (company name)
Name:
Position:
Date:

XXXXXX 公司代表
签字
姓名：
职务：
日期：

APPENDIX A

附件 A

The Standard Purchasing Terms and Conditions

标准采购条款

1 Interpretation

解释

1.1 In these Conditions:

本标准采购条款中:

'BUYER' means TT Electronics Integrated Manufacturing Service (Suzhou) Co., Limited, (organized under the laws of People's Republic of China)

“买方”是指梯梯电子集成制造服务（苏州）有限公司（依中华人民共和国法律成立）

'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller

“条件”是指本协议中列明的标准采购条款和条件，且（除非上下文另有要求）包括买卖双方之间书面约定的任何特别条款和条件。

'CONTRACT' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services

“合同”是指买卖货物、提供与获得服务的合同

'DELIVERY ADDRESS' means the address stated on the Order

“交货地点”是指订单中所规定的地址

'GOODS' means the goods (including any instalment of the goods or any part of them) described in the Order

“货物”是指订单中列明的货物（包括每批、每部分货物）

'ORDER' means the Standard Purchase Order, the Blanket Purchase Order and/or the Blanket Consignment Order released to the Seller by the Buyer for the Products, to which these Conditions are annexed

“订单”是指附加了本标准采购条款的，买方为购买卖方提供的产品所下标准采购订单，总采购订单和/或总委托订单买方订单。

'PRICE' means the price of the Goods and/or the charge for the Services

“价格”是指货物价格和/或服务费

'SELLER' means the person so described in the Order

“卖方”是指订单中描述为卖方的人

'SERVICES' means the services (if any) described in the Order

“服务”是指订单中陈述的服务（若有）

'SPECIFICATION' includes any plans, drawings, data or other information relating to the Goods or Services

“规格书”包括与货物或服务有关的任何计划、图纸、数据或其他信息

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

“书面”包括电传、电报、传真还有类似传输方式

- 1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
本标准条款中援引的任何法规或法规条文均应理解为援引该法规或法规条文最新的修订、重新颁布或扩大适用的版本。
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
本标准条款中的标题仅为使用方便，不应影响条款的解释。

2 Basis of purchase

购买基础

- 2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
订单构成买方购买货物和/或获得服务的受本标准条款约束的要约。
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.
本标准条款应排除其他任何向买方报价中的条款和条件，而适用于该合同，卖方已根据该合同接受或可以理解为接受订单。
- 2.3 No variation to the details of the Order regarding Specification, Price or total order quantity or these Conditions shall be binding unless confirmed in Writing by the Buyer to the Seller.
对订单中有关规格书、价格或总订单数量或本标准条款的任何更改均不具有法律约束力，除非经买方向卖方书面确认。

3 Specifications

规格书

- 3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.
根据本标准条款规定，货物和服务的数量、质量、描述应在订单和/或买方向卖方提供或经买方书面同意的任何适用的规格书中加以明确。
- 3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
与合同有关的、买方向卖方提供或由卖方为买方特别制定的任何规格书及规格书中的版权、设计权利或任何其他知识产权均是买方的专有财产。除了非因卖方过失已属于或成为公共知识，或应本合同目的之要求的部分以外，卖方不应向任何第三方泄露或使用任何此类规格书。
- 3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
卖方应遵守关于货物制造、包装和交付及服务提供的所有可适用的规章或其他法律要求。
- 3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
卖方不应不合理地拒绝买方在货物分运前、制造、加工或仓储期间，在卖方处或任何第三方处检验货物的任何要求，且卖方应为买方合理提供检验所需的所有便利。
- 3.5 Without prejudice to any other rights it may have whether pursuant to these Conditions or otherwise, if as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract the Seller shall take such steps as are necessary to ensure compliance.
在不损及买方根据本标准条款或其他条款可能享有的其他任何权利的前提下，若买方对检验结果不满意，认为货物应完全符合合同约定，则卖方应采取必要措施保证这种符合。
- 3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
货物应根据买方的指示和任何可适用的规则或承运人要求加以标示，并妥善包装和保护，以使其完好无损地到达目的地。

4 Price of the goods and services

货物和服务价格

- 4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be: 货物和服务价格按订单规定开列, 除非有其他规定, 否则应:
- 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice); and 不包括任何适用的增值税 (根据收到的有效的增值税发票应由买方支付的增值税); 和
- 4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax. 包括货物抵达交付地点的所有包装、装船、运输、保险和交付费用, 以及除增值税以外的各种税费。
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing. 未经买方事先书面同意, 不得涨价 (无论是因为材料、员工或运输成本增加、汇率波动还是其他原因)。
- 4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale. 买方有权享有卖方给予立即付款、批量购买或大宗采购的客户的任何折扣, 无论销售条款是否载明该折扣。

5 Terms of payment

支付条款

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order. 卖方有权视情况决定, 在货物交付或提供服务时或之后的任何时间向买方开具发票, 且每张发票均应援引订单号码。
- 5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services 90 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer. Time for payment of the Price shall not be of the essence of the Contract. 除非订单中另有规定, 买方应在收到卖方开具的正确发票当月底后的 90 天内, 或有延误, 在接受有问题的货物或服务后当月底后 90 天内支付货物和服务的价款。价款支付时间则不是合同的必备条款。
- 5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller. 买方有权抵消卖方欠买方的任何价款。

6 Delivery

交货

- 6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours. 交付货物和提供服务应在订单规定的日期或期间内在交付地点进行, 前述日期或期间均应是买方正常营业时间。
- 6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Order, the Buyer shall give the Seller reasonable notice of the specified date. 下订单之后才确定货物交付或服务提供日期的, 买方应将此确定日期合理通知卖方。
- 6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. The Buyer shall be entitled to reschedule (Pull In or Push Out) any kinds of Purchase Order in whole or in partial. This reschedule will not change the liability of the buyer. 货物交付时间和提供服务时间是合同的必备条款。买方有权调整所有种类订单的出货计划 (提前或者推迟), 调整范围可以涉及整张订单或者部分订单。该重新安排不改变买方的责任。
- 6.4 A packing note quoting the number of the Order, Part Number, and Quantity etc must accompany each delivery or consignment of the Goods and must be displayed prominently. 援引订单号、料号和数量等的包装通知单必须与货物的每次交付或委托同时提交, 且须特别展示。
- 6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and will not be completed until the final delivery or the performance of the final instalment has been made or undertaken. 若货物分批交付, 或服务分次提供, 则合同应被视为单一合同, 直到交付最后一批货物或提供最后一次服务, 合同方完成。
- 6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. 买方有权拒绝任何与合同不符的已交货物, 且未经买方在交付后或潜在缺陷显露后的合理时间内予以验收, 不得视为买方已接受任何货物。

- 6.7 The Seller shall supply the Buyer in good time with any instructions or other information required enabling the Buyer to accept delivery of the Goods and performance of the Services.
卖方应在合理的时间内向买方发出要求的指令或其他信息，以便买方接受交货或履行服务。
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
买方无义务向卖方返还任何货物包装材料，无论买方是否接受任何货物。
- 6.9 In case a short or excess delivery happened without prior written confirm between the Parties, the Buyer shall have the right to reject the whole or partial of that delivery, and it remains the right to get compensation from the Seller for losses of line down caused by short delivery or extra cost (handling, warehousing, administration, etc) caused by excess delivery.
如果卖方在没有双方书面确认的情况下，出现了少出或者多出的情况，买方有权拒收全部或者部分相关交货，并且有权得到因为交货不足而引起的停产损失，或者因为交货多余而产生的额外费用（如处置，仓储，行政等）。
- 6.10 In case a late delivery happened, the Buyer shall have the right to recover from the Seller any direct additional costs incurred in procuring items similar to the Products on the open market including but not limited to, the purchase price of the items, transportation, hub services, and quality control costs and all other incidental damages and expenses attendant thereto, and the Buyer remain the right to get liquidated damages from the original delivery date. The liquidated damages shall be payable at a rate of 1% of the Order value per each commencing week of delay. However the amount of liquidated damages shall not exceed 50% of the value of delayed Order. Besides the liquidated damages, the Buyer is also entitled to cancel the Order or extend such delivery date to a later date, well any extra cost and expenses for such cancel or extension shall be absorbed by the Seller.
如果货物交付迟延，买方应有权就从市场上购买相似产品产生的任何直接额外花费要求卖方补偿，包括但不限于产品购买价格、运输费用、中心服务费用、质量控制费用和所有其他意外损失及随之而产生的费用。买方同时保留得到违约金赔偿，从原交付日起算。违约金应按照延误后开始的每一周的订单价值的 1% 支付。无论如何，违约金数额不得超过延误的订单价值的 50%。除了请求违约金，买方还有权撤销订单或延长交付日期，由此增加的任何成本和费用应由卖方承担
- 6.11 Buyer locates in the People's Republic of China. If any products included within this purchase order is subject to export controls of any country that require an export license for exports or re-exports to the People's Republic of China, this purchase order is revoked as to such products and Seller is requested to notify the Buyer within 3 business days of receipt of this purchase order as to any such licensing requirements.
买方在中华人民共和国的境内，该订单中如含有其他国家出口管控的产品，对出口或再出口至中国需要相关的出口资质证明的话，我们将撤回这张订单。卖方也必须在收到该订单的 3 个工作日之内书面通知买方。

7 Risk and Property

风险与所有权

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
货物的毁损或灭失风险按合同在货物交付后转移给买方。
- 7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract and where payment has been made prior to delivery the Seller shall clearly mark all Goods as being the property of the Buyer.
货物一经交付，其所有权即转移给买方，除非货物交付前价款已经支付。货款已付的情况下，一旦付款且货物已划归合同项下，货物所有权即转移给买方，且卖方应将所有货物标明属于买方财产。

8 Warranties and liability

担保与责任

- 8.1 The Seller warrants to the Buyer that the Goods:
卖方向买方保证货物：
- 8.1.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
质量令人满意且符合卖方展示的或买方下订单时书面告知卖方的任何使用目的；
- 8.1.2 will be free from defects in design, material and workmanship.; These warranties extend to the future performance of the Products and shall continue for the longer of two years after the Products is accepted by the Buyer.
没有设计、材料、工艺缺陷；这些担保也适用于产品将来的性能，且在买方接受产品后两年内继续有效。
- 8.1.3 will correspond with any relevant Specification or sample; and
符合任何有关规格书或样品；和
- 8.1.4 will comply with all environmental laws and regulations then in force as well as take responsibility of all required and/or necessary actions and costs relating to environmental issues, including, but not limited to recycling costs

符合所有有效的环境法律法规要求，且卖方应承担有关环境纠纷中被要求和/或必要的行动和费用，包括但不限于回收费用。

8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care, skill and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

卖方向买方担保服务由具有资质、经过培训的人员以应有的谨慎、技能和勤勉，以买方合理期望的高质量标准提供。

8.3 Without prejudice to any other remedy it may have whether pursuant to the Conditions or otherwise, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

在不损及买方根据本条款或其他条款可能享有的其他任何补救措施的前提下，如果任何货物供应或服务提供与合同不符，则买方有权：

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or

要求卖方在七日内修理货物或提供符合合同约定的替代货物或服务；或

8.3.2 At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

无论买方事先是否要求卖方修理货物或提供任何替代货物或服务，买方均可以卖方违约为由单方选择解除合同，并要求返还已支付的任何部分的价款。

8.4 The Seller shall indemnify the Buyer in full against all direct, indirect and consequential liability (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, costs and expenses (including legal and other professional expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

卖方应全额补偿买方与以下事由有关或因以下事由判决由买方承担或买方遭受或支付的所有直接、间接、后续责任（三种责任均包括但不限于利润损失、营业损失、商誉受损及类似损失）、损失、损害、费用（包括法律和其他专业费用）：

8.4.1 late delivery of, defective workmanship, quality or materials or breach of any warranty given by the Seller in relation to the Goods or the Services:

货物或服务的迟延交付，工艺、质量或材料缺陷，或卖方对其任何保证的违反；

8.4.2 any failure by the Seller to comply with all applicable laws in China concerning waste management relating to the Goods; 卖方未能遵守涉及货物的中国有关废物管理的法律；

8.4.3 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

因货物或货物的进口、使用或转卖侵犯任何第三人专利、版权、设计权利、商标或其他知识产权而产生的任何索赔，除非该种索赔是因为遵守买方提供的任何规格书而产生的；

8.4.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

卖方或其员工、代理或分包商在供应、交付、安装货物时的任何行为或疏忽；和

8.4.5 Any act or omission of any of the Seller's personnel in connection with the performance of the Services.

卖方任何员工的任何与服务有关的行为或疏忽。

8.5 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

若因买方合理控制之外的情事变更导致买方经营困难，则买方保有推迟交货或付款，或解除合同，或减少已下订单数量的权利。这些情形包括但不限于天灾、政府行为、战争或国家紧急状态、恐怖主义行为、抗议、暴乱、骚乱、火灾、爆炸、洪水、疫情、倒闭、罢工或其他劳工纠纷（不管是否与任何一方的工人有关），或影响承运人的限制或延迟，或无法获得或延迟获得足够的或适当的材料供应。

9 Termination

终止

9.1 In addition to and without prejudice to any other rights it may have whether pursuant to these Conditions or otherwise the Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

在不损及买方根据本标准条款或其他条款可能享有的其他任何权利的前提下，作为对这些权利的补充，买方有权在货物交付或服务提供之前的任何时间通知卖方就所有或部分货物和/或服务取消订单。在这种情况下，买方的唯一法律责任是就其行使解除权的部分商品或服务向卖方支付价款，除非卖方的净收入因解除而增加。

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

若有以下情形，则买方有权无需承担通知卖方责任在任何时间即可终止合同：

9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

卖方与其债权人（1986年破产法中规定的含义）自愿达成任何安排或（作为自然人或商号）破产或（作为公司）受行政命令接管或进入清算（除非是为合并或重组的目的）；或

9.2.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

卖方的任何财产或资产被占有或被接管；或

9.2.3 the Seller ceases, or threatens to cease, to carry on business; or

卖方停止或可能停止营业；或

9.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

买方有合理的理由认为上述与卖方有关的任何事件即将发生，且已就此通知卖方。

9.2.5 The Seller failed to perform its obligations under this Terms and Conditions; Orders agreed by both parties and has not cured it within 5 working days after notified by Buyer.

卖方未履行本标准条款项下的义务；双方约定的订单，在买方通知后5个工作日内未能修正。

10 General

一般规定

10.1 The Buyer is a member of the group of companies whose holding company is TT Electronics plc and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.

买方为TT电子上市公司控股的集团公司的一员，因此，买方可能亲自也可能通过集团任何其他成员履行其任何义务或行使任何权利。

10.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

订单只给卖方，卖方不得将其在本合同项下的任何权利转让给任何其他方，或将其在本合同项下的任何义务分包他人。

10.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

本标准条款项下应一方要求或经一方允许向另一方发送的任何通知均应以书面形式寄至另一方注册地址或主要营业场所或类似其他地址。

10.4 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

买方对卖方的任何违约行为放弃追究不得视为对其后的相同违约行为或对任何其他条款的违反放弃追究的权利。

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

若本标准条款的任何规定全部或部分地被有管辖权的机关认为无效或没有执行力，则本标准条款其他条款的效力和争议条款剩余部分的效力均不受影响。

10.6 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

双方将秉持诚意对产生于或与本合同有关的任何争议立即通过双方各自有权解决该等争议的高级行政官进行协商解决。

10.7 If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution

如果协商无法解决，双方将秉持诚意尝试通过用争端解决中心推荐给双方的替代性纠纷解决程序来解决纠纷或索赔。

10.8 If the matter has not been resolved by an ADR procedure within [90] days of the initiation of such procedure, or if either party will not participate in an ADR procedure, the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the

Chartered Institute of Arbitrators. If both parties are of Chinese personality, the China International Economic and Trade Arbitration Committee, Shanghai Branch is suggested to be the arbitrator in accordance with the Arbitration rules of the said Institute.

若替代性纠纷解决程序启动后九十（90）天内纠纷还未解决，或任何一方不打算参加替代性纠纷解决程序，则争议应由协议指定的或（默认）由特许仲裁员协会时任主席根据任何一方申请指定的独任仲裁员仲裁。如果双方都是中国人，则由中国国际经济与贸易仲裁委员会上海分会根据上述仲裁机构的仲裁规则进行仲裁。

10.9 The construction performance and validity of this Contract shall in all respects be governed by the Law of the Peoples Republic of China

本合同的解释和效力全部受中华人民共和国法律管辖。

10.10 The Manufacturer and MPN seller delivers to us must be exactly same as our purchasing order requirement, any difference or change, but not limited to Manufacturer and MPN detail, please follow document “change management requirement”, otherwise we keep right to charge seller related cost and penalty(minimum CNY 1000 per order).

卖方交付给买方的货物制造商和制造商料号必须跟买方订单上的要求一致，任何不同或变更，但不限于制造商和制造商料号细节，卖方须按照“变更管理要求”操作，否则买方保留收取卖方相关费用和罚款的权利。