

Terms & Conditions of Sale ITW APPLIANCE COMPONENTS 销售条款和条件

1. ACCEPTANCE

[ITW Dongguan Ark-Les Electric Components Co., Ltd.] is herein referred to as “[ITW],” and the customer purchasing products (“Products”) or services (“Services”) from ITW is referred to as (“Purchaser”). These terms and conditions of sale (“Terms”), any ITW quotation, acknowledgment or invoice and all documents incorporated by specific reference herein or therein (“ITW Documents” and together with these Terms, the “Agreement”), constitute the complete terms governing the sale of Products and Services. ITW HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS OR IN PURCHASER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not ITW clicks on an “ok,” “I accept,” or similar acknowledgment. Commencement of any work by ITW or Purchaser's acceptance of delivery of the Products or Services will manifest Purchaser's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of an ITW Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of ITW; (b) ITW Document terms; (c) these Terms.

1. 接受。

[ITW 东莞安联电器元件

有限公司]以下简称“[ITW]”，向ITW购买产品（“产品”）或服务（“服务”）的客户以下简称（“买方”）。本销售条款和条件（以下简称“本条款”），任何ITW报价、确认或发票，以及通过在本条款和上述文件中特别提及而纳入本文的所有文件（以下简称“ITW文件”，连同本条款，以下简称“本协议”），构成管辖产品销售和服务的完整条款。ITW在此拒绝接受买方提出的任何附加或不同的条款或条件，无论买方的任何商业格式合同或买方的网站中是否包含此类条款或条件，此类附加的或不同的条款一律无效。网站上使用的任何协议或网站上点击确认方式接受的协议均不具有任何约束力，无论ITW是否点击“好的”、“我接受”或进行类似确认。ITW开始任何工作或者买方接受交付的产品或服务将表明买方同意本协议。适用于某一特定销售的附加条款或不同条款，可在ITW文件正文列明，或者由各方书面约定。如果发生冲突，将适用以下优先顺序：（a）书面约定、由经授权的ITW高级管理人员签署的条款；（b）ITW文件条款；（c）本条款。

2. QUOTATIONS

Quotations are only valid in writing and for [30] days maximum from the date of the Agreement affixed by ITW. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to approval of Purchaser's credit.

2. 报价。

只有书面方式的报价才有效，且其有效期自ITW注明的协议日期起最多为[30]天。所有报价均可更改或撤销，而无须事先通知买方。报价须以批准买方信用为前提。

3. PRICES AND PAYMENT TERMS

Prices are in Renminbi are subject to change without notice.. Prices **exclude** any import duties, customs charges and VAT ("Fees") related to the sale, importation or use of Products or Services, and Purchaser is responsible for the transportation and insurance. If ITW is subsequently required to pay any Fees, Purchaser shall fully defend and indemnify ITW therefor. [100 %] of total price shall be paid by Purchaser before shipment. Overdue invoices will incur interest at the rate of 1.5% per month, or at the maximum rate allowable by governing law. Purchaser's inspection rights herein will not affect the payment terms. Under no circumstances will Purchaser have a right of set-off. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify ITW for all associated costs incurred by ITW, including reasonable attorney fees and court costs.

3. 价格和支付条款。

价格单位为人民币，无须通知即可更改。价格**没有包括与产品的销售或服务、进口或使用有关的任何进口关税、海关费用和增值税（以下简称“费用”）**，买方负责运输和保险。如果以后ITW需要支付任何费用，买方应当全额补偿ITW支付的该等费用，使其免受损失。买方应当在装运之前支付总价格的[

100%]。逾期未付的款项将按每月1.5%的利率（或者管辖法律许可的最高利率）加收利息。

本协议中的买方检查权不影响支付条款。任何情况下买方均无抵销权。如果买方未能按要求付款，买方同意赔偿ITW发生的全部费用，包括合理的律师费和法庭费用。

4. CREDIT APPROVAL

All shipments are subject to approval by ITW. ITW may invoice Purchaser and recover for each shipment as a separate transaction. If, in ITW's sole judgment, Purchaser's financial condition is or becomes unsatisfactory, then ITW may, without prejudice to any of its other remedies: (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance; and/or (b) terminate this Agreement.

4. 信用批准。

所有装运须经ITW批准，ITW可将每次装运视作单独交易向买方开具发票并收款。如果，依据ITW的独立判断，买方目前或将来可能的财务状况令其不满意，则ITW可以，在不影响其可获得的任何其他救济的情况下：（a）推迟或拒绝装运，除非收到令其满意的保证金或现金预付款；和/或（b）终止本协议。

5. CANCELLATION OR MODIFICATION

ITW may cancel or release thereunder, or terminate any agreement relating to the purchase of ITW's Products or Services upon reasonable prior written notice to Purchaser. Once ITW has begun taking actions with respect to this Agreement, Purchaser cannot cancel or modify this Agreement except with ITW's written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for this Agreement or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits.

5. 取消或修改。

ITW可以通过向买方发出合理的事先通知取消或解除，或者终止与购买ITW的产品或服务有关的任何协议。一旦ITW已经开始采取与本协议有关的行动，买方不能取消或修改本协议，除非经ITW书面同意。在这种情况下，买方将承担取消或修改费用，以及因本协议或因本协议的取消或修改而发生和承担的全部成本，以及按比例分摊费用和预期利润的合理补贴（以适用者为准）。

6. INSPECTION / NON-CONFORMING SHIPMENTS

Purchaser may inspect Products for a period of [5]business days after delivery ("Inspection Period"). Purchaser must notify ITW in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford ITW a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide ITW such written notice within the Inspection Period, Purchaser will be deemed to have accepted the Products. Purchaser may not return any Product without ITW's prior written authorization. Any return authorized by ITW must be made in accordance with ITW's return policies. Purchaser will be responsible for all costs associated with returns of Products and will bear the risk of loss, unless ITW agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale.

6. 检查/不合格货物。

买方可以在交货后[5]个工作日（以下简称“检查期”）内对产品进行检查。对于不符合其销售规范的任何产品，买方必须在检查期内以书面形式通知ITW，并给予ITW合理的机会对该产品进行检查和改正。如果买方未能在检查期内向ITW发出书面通知，将视为买方已经接受产品。未经ITW事先书面授权，买方不得退回任何产品。经ITW授权的任何退货必须根据ITW的退货政策进行退货。由买方承担全部与产品退回有关的成本，并承担损失风险，除非ITW另行以书面形式同意或确定产品不符合适用的销售条款。

7. DELIVERY

All Products will be delivered at ITW's facility within [60]days upon the receipt of this Agreement executed by Purchaser . Purchaser shall be responsible for shipment of the Products and ITW shall not have any obligations whatsoever with respect to shipment of the Products or obtaining insurance coverage thereof. Title to and risks with respect to the Products shall pass to Purchaser upon delivery. Purchaser assumes all risk and liability for loss and use or misuse by third parties

who acquire or use the Products illicitly after delivery. Purchaser must notify ITW within [15 5]business days from date of receipt of Products, of any damage or shortage, and afford ITW a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser's account, and claims for such loss must be made solely against the carrier.

7. 交付。

在收到经买方签署的本协议后[60

]天内，所有产品在ITW的工厂交付。买方应当负责产品的装运，无论如何ITW均无须承担与产品装运或为产品投保相关的义务。产品的所有权或产品的风险应当在交货时转移给买方。买方承担交货后因非法取得或使用产品的第三方使用或滥用产品的所有风险和责任。买方必须在自产品接收之日起[155]个工作日内将产品的任何损坏或缺陷通知ITW，并向ITW提供合理的机会检查产品。因产品在途过程中的损坏或损耗所造成的任何损失将由买方承担，而且此类损失只能向承运人提出索赔。

8. WARRANTY

ITW warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under ITW. ITW further warrants that for a period [1]months from the date of shipment(the "Warranty Period"), under normal use and given proper installation and maintenance as determined by ITW, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. Purchaser acknowledges and agrees that slight difference in color shall not constitute warranty claims.

8. 质量保证。

ITW保证，其运送的产品未通过ITW或在ITW下创设任何留置权、担保权益和产权负担。ITW进一步保证，自装运之日起的[1]个月期间（“保质期”），对于经ITW确定，属于正常使用、正确安装和维护的产品将：（a）符合共同约定的书面技术规范或其他说明；和（b）在材料和工艺方面均没有实质缺陷。买方承诺并同意，轻微的色差不构成质保索赔。

In the event of a breach of the warranties set forth above (the "Warranties"), ITW's sole liability and Purchaser's sole remedy will be (at ITW's option), for ITW to repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period ITW is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) ITW is given a reasonable opportunity to investigate all claims; and (iii) ITW's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing. No Products may be returned to ITW until inspection and approval by ITW.

如果发生违反以上质量保证保规定（以下简称“质保”）的情况，ITW的唯一责任和买方可获得的唯一救济为（由ITW选择），ITW修理或更换不符合质保的任何产品，或贷记买方账户

· 前提是：(i) 保修期内，须在发现该故障时立即以书面方式通知ITW，对买方提出的缺陷进行详细说明；(ii) 给予ITW合理的机会，对所有的索赔进行调查；且(iii) 经ITW检查，确认买方提出的产品缺陷，并且产品缺陷并非因意外事故、滥用、疏忽、安装不当、未经授权的改造或修理或者不当测试造成的。在ITW检查和批准之前，不得将任何产品退还给ITW。

The Warranty against defects does not apply to: (1) consumable components or ordinary wear items; (2) use of the Products with equipment, components or parts not specified or supplied by ITW or contemplated under the Product documentation.

针对产品缺陷的质保不适用于：(1) 易耗部件或者正常磨损物品(2) 使用了并非由ITW指定或供应的，或者并非产品文件项下规定的设备、部件或零件。

EXCEPT AS SET FORTH ABOVE, ITW MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

除上述规定外，ITW未以明示或暗示的方式作出过任何性质的保证或陈述(包括任何适销保证或适用于任何特定目的的保证)。

9. SERVICE WARRANTY

ITW warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; and (b) the Services shall conform to any applicable specifications or statement of work.

9. 服务保证。

ITW保证 (a) 其将根据行业标准以及时、适当、专业的方式提供服务；以及 (b) 其所提供的服务将符合任何适用的技术规范或工作说明书。

10. LIMITATION OF LIABILITY AND REMEDIES

ITW WILL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST ITW, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON ITW'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL ITW'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF ITW'S PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

10. 有限责任和救济。

ITW不会为间接、偶然、特殊、惩罚性或结果性损害、产品故障、利润损失或商业损失负责，且买方放弃针对此类间接、偶然、特殊、惩罚性或结果性损害、产品故障、利润损失或商业损失向ITW提出索赔的权利，无论此类间接、偶然、特殊、惩罚性或结果性损害、产品故障、利润损失或商业损失是否基于ITW疏忽或违反保证或严格侵权责任或者任何其他诉求。

在任何情况下，与本协议有关的，或与ITW的产品销售或服务有关的ITW责任，均不得超过索赔所针对的产品或服务的购买价格。

11. PRODUCT USE

Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of ITW's Products, ITW is not responsible for the results or consequences of use, misuse or application of its Products. All physical properties, statements and recommendations are either based on the tests or experience that ITW believes to be reliable, but they are not guaranteed.

11. 产品使用。

买方只负责确定产品是否适于特定目的并适合买方的应用方法。因此，由于ITW产品的性质和使用方式，ITW无须为其产品的使用、误用或应用所造成的结果或后果负责。所有物理性质、说明和建议均基于ITW认为可靠的测试或者经验，但并非任何保证。

12. TOOLING/MOLDS/DIES.

All material, equipment, facilities and special tooling (including tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment and manufacturing aids and replacements thereof) used in the manufacture of the Products will remain the property of ITW. Any material, tooling or equipment furnished to ITW by Purchaser will remain the property of Purchaser with title to and right of possession remaining in Purchaser.

12. 工具/模型/模具。

产品生产过程中使用的所有材料、设备、设施和专用工具（包括工具、样板、模具、夹具、模型、样品、专用螺丝模、专用测量仪器、专用测试设备和生产辅助设备，以及上述工具的代替品）将仍为ITW的财产。买方提供给ITW的任何材料、工具或设备将仍为买方的财产，所有权和占有权归买方所有。

13. OWNERSHIP OF INTELLECTUAL PROPERTY

All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Purchaser by ITW and all rights therein (collectively, "Intellectual Property") will remain the property of ITW and will be kept confidential by Purchaser in accordance with these Terms. Purchaser has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to ITW upon request from ITW. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use ITW's Products or receive the Services purchased from ITW.

13. 知识产权的所有权。

ITW披露或者以其他方式提供给买方的所有图纸、技术诀窍、设计、技术规范、发明、装置、开发、工艺、版权和其他信息或者知识产权，以及其中的所有权利（统称“知识产权”）将

仍为ITW的财产，买方将根据本协议条款对知识产权保密。买方不具任何知识产权的所有权或者任何知识产权中的所有者权益，而且，一旦经ITW要求，应立即将任何形式的此类信息及其任何副本归还给ITW。买方确认，与任何知识产权有关的任何形式的许可或权利，在本协议项下均未授予买方，使用从ITW处购买的ITW产品或接收ITW服务的有限权利除外。

14. USE OF TRADEMARKS AND TRADE NAMES

Purchaser shall not use, directly or indirectly, in whole or in part, ITW's name, or any other trademark or trade name that is now or may hereafter be owned by ITW (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by ITW in writing. Purchaser hereby acknowledges ITW's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall not reproduce the Trademarks exactly as specified by ITW. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to ITW with respect to any efforts of ITW to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of ITW for any reason, Purchaser shall immediately discontinue any formerly permitted use of ITW's name or the Trademarks.

14. 商标和商业名称的使用。

买方不得直接或间接全部或部分使用ITW的名称或者ITW目前拥有的或者以后可能拥有的任何其他商标或商业名称（统称“商标”）作为买方的公司或商业名称的一部分，或者以任何方式与买方的业务相关联，本文件授权的或ITW另行书面批准的，且在授权或批准范围内的方式除外。买方在此承认ITW的商标及其相关商誉的所有权。买方不得侵犯、损害或质疑任何商标的有效性。买方应当有权根据本协议条款使用仅与宣传或销售授权产品有关的商标。买方不得复制ITW明确指定的商标。买方不得把商标与任何其他商标或名称结合使用。买方同意其不会注册或试图注册任何商标或其任何仿造品（包括商标的任何非英语语言变体），或者把此类商标用于任何产品或除协议规定目的之外的任何其他目的。在本协议生效期间或终止之后的任何时候，买方均不得在其业务中使用与商标类似的或以任何方式相似的可能导致商标欺骗或混淆的任何其他商标。买方应合理地配合ITW为保护、保障或执行其商标权利所

做出的努力。如果买方因任何原因不再是ITW的授权客户，买方应当立即停止使用任何以前准许其使用的ITW的名称或商标。

15. CONFIDENTIAL INFORMATION

All information furnished or made available by ITW to Purchaser in connection with the subject matter hereof shall be held in confidence by Purchaser. Purchaser agrees not to use (directly or indirectly), or disclose to others, such information without ITW's prior written consent. The obligations in this section will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Purchaser of any obligation herein; (b) Purchaser can show by written records was in Purchaser's possession prior to disclosure by ITW; or (c) is legally made available to Purchaser by or through a third party having no direct or indirect confidentiality obligation to ITW with respect to such information.

15. 保密信息。

ITW向买方提供的与本协议标的所有信息，买方应当对其保密。买方同意，未经ITW事先书面同意，其不会（直接或间接）使用或向其他方披露此类信息。本条款中规定的义务将不适用于：（a）非因买方违反本协议规定的任何义务通过出版或其他方式而在披露时已经是或此后成为公开信息的任何信息；（b）买方可以通过书面记录证明在ITW披露之前已归买方所有的任何信息；或者（c）由对ITW没有直接或间接保密义务的第三方合法提供或通过该第三方合法提供给买方的任何此类信息。

16. AUDIT

Unless agreed to in writing by an officer of ITW, neither Buyer nor any Buyer representative, may examine or audit ITW's cost accounts, books or records of any kind or any matter, or any other data that ITW, in its sole discretion, considers confidential or proprietary.

16. 审计。

除非经ITW的高级管理人员书面同意，否则，买方或者任何买方代表，均无权对以下各项进行检查或审计：任何性质或者任何事项的ITW账目、账簿或记录，或者ITW独立判定为属于保密或专属的任何其他资料。

17. INFRINGEMENT AND INDEMNIFICATION

Except as set forth below, ITW agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of ITW's proprietary Product to Purchaser as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Purchaser supplies ITW written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with ITW in the defense and settlement of such Claim; and (c) Purchaser allows ITW the right to defend and settle such Claim at ITW's expense. If a suit or claim results in any injunction or order that would prevent ITW from supplying any part or

Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of ITW, otherwise cause ITW to be unable to supply such parts or Products, ITW may do one or more of the following: (i) secure an appropriate license to permit ITW to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if ITW cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in ITW’s sole discretion, ITW may discontinue selling the part or Product without any further liability to Purchaser. Notwithstanding the foregoing, ITW shall have no liability or duty to defend and indemnify Purchaser against any Claim relating to: (1) the use of any part or Product, (2) the combination of any part or Product with any other part or product not supplied by ITW, or (3) any part or Product or process that is designed or specified by Purchaser.

17. 侵权和赔偿。

除下述规定外，ITW同意，为了保护买方利益，在买方于国内外根据合同标的向买方销售ITW的专属产品时，应当赔偿买方因发明、商标或版权等方面的侵权、滥用保密信息，或者侵犯任何其他知识产权而发生的任何索赔、成本、损害、债务和费用，并使买方免受损害（每一项分别称为，“索赔”）；但是，(a)

买方收到此类索赔通知后，应立即向ITW发出有关此类索赔的书面通知，(b)

在为此类索赔进行辩护并寻求和解的过程中，买方应协助ITW；而且(c)买方授权ITW为此类索赔进行辩护并寻求和解，费用由ITW承担。如果此类诉讼或者索赔导致法庭发布任何禁止令或者法令，禁止ITW提供本协议规定的任何零部件或者产品，或者此类诉讼或者索赔的结果，ITW合理认为将致使ITW不能提供此类零部件或者产品，ITW可以采取以下任何措施：(i) 获取相应许可，允许ITW继续提供这些零部件或者产品；(ii)

修改相应的零部件或者产品，使其不至于侵权

；(iii)采用不侵权但实际上同类的零部件或者产品替换相应的零部件或者产品；或者(iv)如果ITW未能合理地采取上述(i) –

(iii)规定的措施，那么，ITW可独立决定终止销售此类零部件或者产品，而不需要向买方承担任何进一步的责任。尽管存在前述规定，对于与下述事宜有关的索赔，ITW没有任何责任或者义务为买方进行辩护或者赔偿买方：(1) 使用任何零部件或者产品，(2) 把任何零部件或产品与并非ITW提供的零部件或产品组合使用，或者(3) 由买方设计的或规定的任何零部件或者产品或工艺。

18. ITW EMPLOYEES

ITW sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual

property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on ITW or such ITW employees.

18. ITW雇员。

ITW销售和服务雇员，未经培训或授权作出法律声明，或签署任何协议，或执行可能产生法律责任或者放弃合法权利的任何买方文件，包括有关知识产权转让，或与隐私法律有关的权利。任何此类声明、协议或者文件，均不对ITW或者ITW的此类雇员具有任何法律约束力。

19. SERVICE TERMS

The following terms and conditions apply to any on-site Services provided by ITW:

19. 服务条款。 下述条款和条件适用于ITW提供的任何现场服务：

A. Services will be provided at ITW's then current service rates.

A. ITW将根据届时有有效的服务费标准提供服务。

B. Purchaser shall prepare the site. If the site is not prepared for the Services upon ITW service personnel's arrival at the agreed upon time and date for Services, ITW may charge Purchaser for any delay and/or travel time at ITW's regular service rates.

B.

买方应做好现场准备。如果ITW服务人员在规定的服务日期和时间到达现场，而现场却没有做好服务准备，则ITW可以按照ITW正常服务费标准向买方收取任何延误费用，和/或任何差旅费用。

C. Purchaser shall provide ITW with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Purchaser's local jurisdiction.

C.

买方应当事先向ITW发出通知，说明适用于服务的任何规章、规定、法律或者要求，包括买方当地司法管辖部门要求获得的任何许可或者许可证。

D. ITW may refuse, without any liability, to provide Services and to allow ITW service personnel to suspend Services or vacate any site where, in ITW's opinion, performance of Services would pose a risk to the safety of any person. In such event, Purchaser is responsible for payment of any delay and/or travel time at ITW's regular service rates.

D.

只要ITW认为履行服务可能对任何人员产生安全风险，ITW可以拒绝提供服务，并允许ITW服务人员暂停服务，或撤离任何现场，而无需承担任何责任。在这种情况下，买方按照ITW正常服务费标准支付任何延误费用，和/或任何差旅费。

E. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of ITW service personnel.

E.

买方独立承担因买方原因或者由买方导致的可能在现场发生的任何损害或者伤亡，但因ITW服务人员疏忽或者故意行为而导致的损害或者伤亡除外。

F. Purchaser must provide at least 24 hours' notice of cancellation of any Service order. If Purchaser cancels with less than 24 hours' notice, Purchaser is responsible for any costs incurred by ITW caused by such cancellation.]

F.

买方如果取消任何服务订单，必须至少提前二十四小时发出取消服务订单的通知。如果买方是在二十四小时之内发出取消服务订单的通知，买方应负责向ITW支付因此类取消服务订单而使ITW发生的任何费用。]

20. COMPLIANCE

Purchaser agrees to comply with all state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

20. 遵守法律。

买方同意遵守本协议项下适用于买方的义务，以及与买方使用产品和服务有关的国家、地方或者外国的规章、法规、命令和法律，包括进出口法律、劳动法和反腐败法。

21. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

21. 协议各方关系。

协议规定的任何内容，或者协议各方的交易过程，均不得解释为使本协议各方构成合伙人、合资企业或者相互之间构成代理人，也不得解释为任何一方以任何方式授权其他方行使其义务。

22. FORCE MAJEURE

ITW will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Supplier's employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable ITW to perform.

22. 不可抗力。

如果ITW应不可合理控制的事件（“不可抗力”事件）而未能及时履行本协议，则ITW无需就此未履行承担任何责任。不可抗力事件包括自然灾害、传染病、战争行为（无论是否宣战）、封锁、劳资争议（无论是供应商雇员或者其他方的雇员之间发生劳资争议）、原材料短缺

和原材料成本的实际增加。如果发生任何**不可抗力事件**，可以延期，以使ITW有合理充分的时间履行协议。

23. ASSIGNMENT; BINDING EFFECT

No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement may be made without ITW's prior written consent. Any attempted assignment will be void. ITW may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

23. 转让；约束力。

未经ITW的事先书面同意，**买方不得转让本协议项下的任何权利、权益，不得委派其义务。**任何此类转让均视为无效。**ITW可以转让本协议，或者其在本协议项下的权利和/或义务。**本协议应使本协议各方及其各自许可的继受人和受让人受益，并对上述人员具有约束力。

24. WAIVER

In the event of any default by Purchaser, ITW may decline to ship Products or provide Services. If ITW elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, ITW's actions will not constitute a waiver of Purchaser's default or any other existing or future default, or affect ITW's legal remedies.

24. 弃权。

如果买方违约，**ITW可以拒绝装运产品，或者拒绝提供服务。**如果ITW选择继续装运，或者未坚持要求严格遵守协议，**ITW所采取的措施不构成对买方违约的弃权，也不构成对目前和将来违约的弃权，且不影响ITW可获得的法律救济。**

25. BANKRUPTCY

If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.

25. 破产。

如果任何一方破产，不能清偿其到期债务，主动或者被动破产，则应为其指定接收人，或转让资产，另一方可以不再履行**本协议项下未履行的任何义务。**

26. LIMITATION OF ACTIONS/CHOICE OF LAW/LITIGATION COSTS

Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the People's Republic of China. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. All disputes, controversies, difference between the parties hereto arising under or in connection with the Agreement, its schedules or further agreements resulting from the Agreement including all disputed claims for breach by either party of any representation, Warranties, undertaking or

covenant on its part under this agreement (**Dispute**), shall be settled amicably by the parties within 30 days after a party notifies another party of any such Dispute. If such dispute cannot be settled amicably within such period, any party may at any time submit the Dispute to the China International Economic And Trade Arbitration Commission (“**CIETAC**”) for arbitration. Arbitration proceedings shall be conducted in Chinese. The arbitration proceedings shall be held in Beijing. Any such arbitration shall be administered by CIETAC in accordance with its procedures for arbitration in force at the date hereof. Any arbitral award made by the arbitration tribunal shall be final and binding on the parties. Except where the arbitration tribunal stipulates otherwise, the arbitration costs, including reasonable attorney’s fees, shall be borne by the losing party.

26. 诉讼限制/法律选择/诉讼费用。

因本协议发生的或者与本协议有关的任何争议，应当受中华人民共和国法律管辖，并根据中华人民共和国法律进行解释。各方同意，《联合国国际货物销售合同公约》**不适用于本协议**。本协议各方之间因**本协议**产生的，或与**本协议、本协议附件或者根据本协议签署的其他协议**有关的任何争议、冲突和纠纷，包括因**本协议**各方违反其在本协议项下的任何陈述、保证、承诺或者约定而引起的争议索赔（“**争议**”），应在任何一方通知另一方发生任何此类**争议**的三十(30)天内，通过友好协商解决。如果在上述规定期限内未能通过友好协商解决**争议**，则任何一方可随时将**争议**提交中国国际经济贸易仲裁委员会（CIETAC）进行仲裁。仲裁语言为中文，仲裁地为北京。任何此类仲裁应当由中国国际经济贸易仲裁委员会根据其届时有效的仲裁规则进行仲裁。仲裁法庭作出的任何仲裁裁决均为终局裁决，对**各方**具有约束力。仲裁费用，包括合理的律师费，应当由败诉方承担，仲裁法庭另有规定的除外。

27. SURVIVAL

Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

27. 继续有效。

本协议的任何规定，**根据其性质**，如果在**产品销售或服务**终止或者到期之后应继续有效的，则其应当继续有效，直至充分履行。

28. SEVERABILITY

If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

28. 可分割性。

如果本协议任何规定被认定为**不合法或者不可执行**，**本协议其余规定仍然有效**。

29. INTEGRATION AND MODIFICATION

The Agreement constitutes the entire agreement between ITW and Purchaser with respect to the Products and Services covered by the Agreement, and supersedes any prior agreements,



understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.

29. 完整性和修改。

本协议构成ITW和买方之间有关本协议项下产品和服务的完整协议，并取代先前就产品和服务所签署的任何协议、谅解、陈述和报价。对本协议所做的任何修改，除非经受约束方书面同意并签字，否则均视为无效。