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## PURCHASE ORDER TERMS AND CONDITIONS

### 采购单条款

**1.General:** A purchase order ("PO") from CarParts.com, Inc. or one of its affiliates or subsidiaries ("PRTS") constitutes that PRTS entity's offer to purchase the products, described or referenced thereon (collectively, "Products") from supplier of such Products ("Seller") in accordance with the following terms and conditions and any additional or different terms and conditions printed on the face of the PO (collectively, "PRTS Terms"). Seller shall be deemed to have accepted this offer, and in the absence of a separate, signed agreement between PRTS and Seller, the PRTS Terms become the exclusive and binding agreement between the parties for the purchase of Products ("Agreement"), upon the earlier of (i) acceptance or acknowledgment of the PO whether orally, in writing or otherwise, or (ii) delivery of the Products. All other terms and conditions on any quote, invoice or other commercial document even if acknowledged by PRTS, are expressly rejected and superseded by the PRTS Terms, and failure by PRTS to object to any other provision, and/or PRTS's acceptance of the Products, shall not be deemed acceptance of Seller's terms. PRTS Terms may only be amended by written agreement signed by an authorized representative of PRTS. If a separate, signed purchase agreement exists between PRTS and Seller with respect to the Products, the terms of such agreement shall prevail over any inconsistent terms herein.

**通则:** CarParts.com, Inc.或其任一关联公司或子公司(简称"PRTS")的采购单("采购单")构成PRTS实体根据以下条款和条件以及采购单面单上所印的任何附加或不同的条款和条件(统称"PRTS条款"),向该等产品供应商("卖方")购买采购单上所述或提及的产品(统称"产品")的要约。卖方应被视为已接受本要约,并且在PRTS和卖方之间没有签署单独协议的情况下,则PRTS条款在以下日期成为双方之间关于购买产品的排他且具有约束力的协议("协议"): (i) 口头、书面或以其他方式接受或确认采购单,或(ii) 产品交付之时,以较早日期为准。任何报价、发票或其他商业文件上的所有其他条款和条件,即使经PRTS承认,亦明确被PRTS条款拒绝并取代。此外,PRTS未对任何其他条款提出异议,和/或PRTS对产品的接受,均不应视为接受卖方的条款。PRTS条款只能通过PRTS授权代表签署书面协议进行修订。如果PRTS和卖方之间就产品另签有一份采购协议,则该协议条款优先于本协议中任何不一致的条款。

**2.Prices:** All prices shown on the face of the PO are FOB Port of Shipment (Incoterms® 2020), unless otherwise specified on the face of the PO, and are the maximum prices to be charged for the Products. Due dates for payment of invoices shall be net forty-five (45) days from the date of delivery of the bill of lading by the carrier to Seller (unless otherwise indicated on the PO or separately agreed in writing or email). Title to the Products shall pass to PRTS upon receipt at the identified point of shipment or destination and, notwithstanding any term to the contrary herein, risk of loss in and damage to the Products shall pass to PRTS upon PRTS's receipt of the Products. Seller represents and warrants that the prices charged for Products are no greater than the lowest prices charged by Seller to any other customer of Seller for substantially the same quantity of the same products. Seller agrees to allow PRTS to reasonably verify compliance with this provision by means of an independent external auditor. PRTS may offset from any payments due to Seller the amount any refunds, liabilities, or other amounts payable by Seller to PRTS under this Agreement or any other agreement between Seller and PRTS.

**价格:** 除非采购单面单上另有规定,采购单面单上显示的所有价格均为装运港离岸价(2020《国际贸易术语解释通则》),也是对产品收取的最高价格。发票付款到期日为承运人向卖方交付提单之日起净四十五(45)天(除非采购单上另有规定或另有书面或电子邮件约定)。产品所有权应在指定的装运点或目的地收货后转移到PRTS,并且尽管本协议有任何相反的规定,产品的损失和损坏风险应在PRTS收到产品后转移到PRTS。卖方陈述并保证,产品收取的价格不高于卖方对其他任何客户收取基本相同数量相同产品的最低价。卖方同意允许PRTS通过独立外部审计师来合理验证本条款是否得到遵守。PRTS可从应付给卖方的任何款项中扣除卖方根据本协议或卖方与PRTS签署的任何其他协议项下应付给PRTS的任何退款、债务或其他款项。

**3.Shipping:** Seller shall provide adequate protective packing to prevent loss or damage, and in accordance with best commercial practices in the absence of any specifications provided by PRTS all at no additional charge, and Seller shall bear full responsibility for damage due to improper packing or shipping of the Products.

**装运:** 卖方应提供足够的保护性包装,以防止丢失或损坏,并且在PRTS未提供任何规格的情况下,根据最佳商业实践,不收取额外费用,并且卖方应承担因产品包装或装运不当造成的损坏的全部责任

**4.Late Delivery:** In this Agreement, time is of the essence. Failure to deliver Products within the time stated on the PO shall constitute a material breach. Seller shall notify PRTS as soon as it becomes aware that it cannot meet the delivery date specified on the face of the PO and shall propose a new delivery date, which PRTS shall have the option to accept or reject. Seller shall, at no additional cost to PRTS, employ accelerated measures such as material expediting fees, premium transportation costs or labor overtime to ensure the Products are delivered on or before the delivery date.

**延迟交付:** 本协议中,时间至关重要。如果未能在采购单上规定时间内交付产品,则构成重大违约。卖方一旦知悉其无法满足采购单面单上规定的交付日期,应立即通知PRTS,并提出新的交付日期,PRTS可选择接受或拒绝。卖方应在不增加PRTS额外成本的情况下,采用加速措施,如材料加速费、优先运输费或加班费等,确保产品于交付日期当天或之前交付。

**5.Inspection:** PRTS shall have a reasonable time after receipt of the Products at PRTS's warehouses to inspect and accept the Products. Where PRTS discovers defective or non-conforming Products, PRTS may at its option and without prejudice to any other rights or remedies it may have hereunder or at law: (i) at Seller's expense and at PRTS's option, return such Products for refund, credit, repair or replacement; (ii) obtain a price reduction, as determined by PRTS in good faith; and/or (iii) at PRTS's option, PRTS may perform a partial or complete inspection, analysis and/or sorting of all delivered Products for the purposes of segregating any defective or non-conforming Products, and Seller shall pay, and fully indemnify PRTS for, PRTS's expenses related to such inspection, analysis and/or sorting, including without limitation, any labor costs arising from such inspection, analysis, and/or sorting.

**验收:** 在PRTS仓库收到产品后,PRTS应有合理的时间对产品进行验收。如果PRTS发现有瑕疵或不符合要求的产品,PRTS可以选择并在不影响其在本协议项下或法律上可能拥有的任何其他权利或救济的情况下:(i) 由卖方承担费用,并由PRTS选择,退回此类产品,以获得退款、信贷、维修或更换;(ii) 获得PRTS善意决定的降价;和/或(iii) 由PRTS选择,PRTS可对所有交付的产品进行部分或全部检查、分析和/或分类,以拣出任何有瑕疵或不符合要求的产品,并且卖方应支付并完全补偿PRTS与此类检查、分析和/或分类相关的费用,包括但不限于由此类检查、分析和/或分类产生的任何人工成本。

**6.Product Categories.** If PRTS intends that any Product purchased under this Agreement is to be treated as custom or specialty product ("Custom Product"), then the Products shall be specifically identified as such on the applicable PO and shall be prepared by Seller or its manufacturers with any specific customizations or modifications provided by PRTS in the product specification or ordering instructions. For Custom Product, PRTS shall be the sole purchaser. Seller shall not manufacture Custom Product for its own use or sell Custom Product to any third party other than PRTS. Any customer of PRTS shall constitute such a third party.

**产品分类:** 如果PRTS有意将本协议项下购买的任何产品视为定制产品或特殊产品("定制产品"),则产品应在相关采购单上明确标识为定制产品,并由卖方或其生产商根据PRTS在产品规格或订购说明中提供的任何特定定制或修订说明来制备。对于定制产品,PRTS应是唯一的购买方。卖方不得生产定制产品自用,也不得向PRTS以外的任何第三方出售定制产品。PRTS的任何客户应构成此类第三方。

Absent the express written consent of PRTS, Seller agrees not to (a) sell the Custom Product to any third party, including PRTS's customers, (b) use PRTS's name logo or trademark in any way other than as specifically authorized in this Agreement, (c) make any direct contact with any of PRTS's customers or (d) make any direct contact or enter into any business dealings that are competitive with PRTS with any person or entity revealed to Seller by PRTS.

如果没有PRTS的明确书面同意,卖方同意不:(a) 将定制产品出售给任何第三方,包括PRTS的客户,(b) 以任何方式使用PRTS的名称、标志或商标,除非本协议中有明确的授权,(c) 与PRTS的任何客户进行任何直接接触,或(d) 与PRTS向卖方披露的任何人士或实体进行任何直接接触或进行任何与PRTS竞争的业务往来。

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Where Seller supplies Products manufactured by a third party entity ("Third Party Product"), all sources of Third Party Product shall be approved by PRTS in advance. All Third Party Product shall be warranted by Seller in the same manner as Product manufactured by Seller. Seller hereby transfers to PRTS all warranties, indemnities and remedies with respect to Third Party Product that Seller receives from the manufacturers thereof (collectively for any third-party manufacturer, the "Manufacturer's Terms"). Seller authorizes PRTS to assert against such third party manufacturers to the maximum extent permitted by law, and for PRTS's account, all rights and remedies of Seller under any Manufacturer's Terms. Seller also agrees to use reasonable commercial efforts to assist and support PRTS in asserting any Third Party Product related claims.

如果卖方提供第三方实体生产的产品(“第三方产品”), 第三方产品的所有来源应事先得到 PRTS 的批准。卖方应以对卖方所生产产品相同的方式对所有第三方产品进行保证。卖方特此向 PRTS 转让卖方从第三方产品生产厂商处获得的与第三方产品有关的所有保证、赔偿和救济(对于任何第三方生产厂商而言, 统称“生产商条款”)。卖方授权 PRTS 在法律允许的最大范围内, 为了 PRTS 的利益, 向此类第三方生产商主张任何生产商条款下卖方的所有权利和救济。卖方还同意, 尽商业上合理的努力, 协助并支持 PRTS 主张任何第三方产品的相关索赔。

**7.Warranty:** Seller warrants to PRTS and its customers that: (i) the Products will be new (not refurbished or re-worked) and free from defects in title, design, material and workmanship and be merchantable and fit for their intended purpose; (ii) where applicable, the Products will conform to and perform in accordance with specifications, drawings and samples furnished or accepted by PRTS; (iii) the Products comply with all laws, regulations, and industry standards applicable to the nature of the Products; (iv) any Products provided to PRTS shall not infringe or constitute an infringement or misappropriation of any copyright, patent, trademark, service mark, trade name, trade secret or similar proprietary right conferred by contract, statute, common law or any other law hereunder; (v) Seller shall and shall ensure that any third party manufacturers and subcontractors adhere to any PRTS quality policy, procedure, or control required by PRTS; and (vi) Seller has not and will not act unethically, and Seller has not offered or given, and will not offer or give, any employee, agent or representative of PRTS or any government, any gift or gratuity with the intent of securing business from, or favorable treatment by, PRTS. If Products are covered by third party warranties, Seller hereby assigns such warranties to PRTS and its customers and upon request shall provide details of such warranties to PRTS and its customers. Products failing to comply with applicable warranties ("Non-compliant Product") will be, at PRTS's option, (I) returned for a full refund or credit of amounts paid by PRTS for the Non-compliant Product, (II) repaired, (III) replaced or (IV) re-performed by Seller, in each case at no cost or expense to PRTS or its customers and with shipping and transportation costs and risk of loss and damage in transit borne by Seller. Repaired and replaced Products shall be warranted as set forth in this clause. The above warranties, together with Seller's service warranties and guarantees, if any, survive inspection, test, acceptance of and payment for the Products and inure to PRTS, its subsidiaries, affiliates, customers and their respective successors and assigns.

**保证:** 卖方向 PRTS 及其客户保证: (i) 产品将是全新的(非翻新或重新加工), 在所有权、设计、材料和工艺方面没有瑕疵, 适销, 适合其预期用途; (ii) 在适用情况下, 产品将符合 PRTS 提供或认可的规格、图纸和样品, 并依其执行; (iii) 产品符合适用于产品性质的所有法律、法规和行业标准; (iv) 向 PRTS 提供的任何产品不得侵犯或构成侵犯或盗用任何版权、专利、商标、服务商标、商号、商业秘密或合同、法规、普通法或本协议项下任何其他法律赋予的类似的专有权; (v) 卖方应确保其自身并且应确保任何第三方生产商和分包商遵守 PRTS 的任何质量政策、程序或 PRTS 要求的质控; 及(vi) 卖方不曾也不会做出不道德行为, 并且卖方不曾也不会向 PRTS 或任何政府的任何雇员、代理或代表提供或给予任何礼物或酬金, 以便从 PRTS 获得业务或优惠待遇。如果产品包含在第三方保证范围内, 卖方特此将此类保证转让给 PRTS 及其客户, 并且应要求, 向 PRTS 及其客户提供此类保证的详细信息。不符合适用保证的产品(“不合规产品”), 将由 PRTS 选择, (I) 退回 PRTS 就不合规产品支付金额的全额退款或信贷; (II) 予以维修; (III) 予以更换, 或(IV) 由卖方返工, 任何情况下, PRTS 或其客户不承担任何成本或费用, 卖方承担装运和运输费以及运输过程中的损失和损坏风险。维修或更换的产品应按本条款所述进行保证。上述保证以及卖方的服务保证和担保(如有), 在产品检查、检测、验收及付款后依然有效, 并且适用于 PRTS、其子公司、关联公司、客户及其各自的继任人和受让人。

**8.Excessive Failure:** An Excessive Failure shall be deemed to have occurred where more than three percent (3%) of any Product sold to PRTS are found to be defective in materials, manufacture, design or otherwise fails, or in the reasonable opinion of PRTS are expected to fail, in substantially the same manner anytime within the two (2) year period after the Products are shipped to the delivery location specified by PRTS. In the event of an Excessive Failure, Seller shall, at its cost, provide support services as required by PRTS and, if deemed necessary by PRTS, at Seller's cost, implement an engineering change to correct the problem giving rise to the Excessive Failure. Additionally, PRTS shall have the right to reject further deliveries of such Product without liability. All Product return costs related to an Excessive Failure, the cost of implementing any product recalls, and any other costs incurred by PRTS in order to comply with directives and regulations, including but not limited to those promulgated by the United States National Highway Transportation Safety Agency and associated regulatory fines shall be reimbursed by Seller. In addition, and without limitation, in relation to all affected Products, (whether already sold to PRTS customers or stocked at PRTS or authorized subcontractor facilities and, whether or not such Products have in fact failed), Seller shall, as directed by PRTS, at PRTS' option, and sole discretion, pay PRTS a full refund or credit, perform repair services, and/or provide replacement Products, all at Seller's cost, together with Seller compensating PRTS for any and all costs, expenses, damages and/or liabilities related to the Excessive Failure, including, without limitation, PRTS end-customer costs associated with Product removal and (re)installation and ancillary labor charges.

**过度故障:** 如果出售给 PRTS 的任何产品有百分之三(3%)以上被发现在材料、生产、设计方面存在瑕疵, 或另行出现故障, 或 PRTS 有理由认为在产品运至 PRTS 指定交付地点后的两(2)年内, 随时会以基本相同的方式出现故障, 则应视为发生过度故障。如果发生过度故障, 卖方应自行承担费用, 提供 PRTS 要求的支持服务, 并且若 PRTS 视为必要, 卖方应承担费用实施工程变更, 以纠正导致过度故障的问题。此外, PRTS 有权拒绝此类产品的进一步交付, 而不承担责任。与过度故障有关的所有产品退货成本、实施任何产品召回的成本, 以及 PRTS 为遵守指令和法规而产生的任何其他成本(包括但不限于美国国家公路运输安全局颁布的指令和法规), 以及相关监管罚款, 均由卖方负责。此外, 并且不受限制, 对于所有受影响的产品(无论是否已经出售给 PRTS 的客户或在 PRTS 或授权分包商的库存, 并且无论此类产品是否事实上出现故障), 卖方应按 PRTS 的指示, 由 PRTS 选择并全权决定, 向 PRTS 支付全额退款或信贷、进行维修服务或/或提供更换产品, 全部费用由卖方承担, 并且卖方应向 PRTS 赔偿与过度故障有关的任何及所有成本、费用、损害赔偿和/或责任, 包括但不限于 PRTS 终端客户相关的产品拆卸和(重新)安装的成本和辅助人工费用。

**9.Compliance:** Seller, its third party manufacturers, subcontractors and the Products, shall comply with all applicable legal regulations, ordinances, decrees, orders, laws, and other rules and regulations, including without limitation all rules, regulations and provisions relevant to health, safety, human rights, labor and ethics. Seller shall provide PRTS with a written declaration of compliance with the foregoing requirements upon PRTS's request. Without limiting the generality of the foregoing, Seller warrants and represents that Seller, its third party manufacturers and subcontractors (i) do not use child, forced or involuntary labor, (ii) comply with all applicable environmental laws and regulations in the countries in which they operate; (iii) comply with all applicable safety and health laws and regulations in the countries in which they operate, and provide a safe working environment that supports accident prevention and minimizes exposure to health risks; and (iv) comply with all motor vehicle equipment manufacturer registration requirements imposed by the National Highway Traffic Safety Administration. Seller further represents and warrants that (a) none of the Products contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) in accordance with Proposition 65, Products containing one or more of the chemicals identified by the State of California must be sold with a compliant on-Product warning (i.e., on the product's packaging for a packaged product, or otherwise affixed to the Product for products that are not contained within packaging); (c) the Products comply with all applicable hazardous substance and consumer product safety laws, directives, and regulations, including those that ban or restrict the type and concentration of potentially hazardous substances in Products and packaging; and (d) the Products comply with all applicable Federal Motor Vehicle Safety Standards. PRTS shall have the right to monitor Seller's and its third-party manufacturers' production facilities through audits by third parties and visits by PRTS personnel.

**合规:** 卖方、其第三方生产商、分包商以及产品, 应遵守所有

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适用法律法规、条例、法令、命令、法律和其他规章制度，包括但不限于与健康、安全、人权、劳动和道德有关的所有规则、制度和规定。卖方应根据 PRTS 要求，向 PRTS 提供遵守上述要求的一份书面声明。在不限制上述条款一般适用的情况下，卖方保证并陈述，卖方、其第三方生产商和分包商：(i) 不使用童工、强迫劳动或非自愿劳动；(ii) 遵守其经营地所在国家的所有适用的环境法律法规；(iii) 遵守其经营地所在国家的所有适用的安全与健康法律法规，并提供安全的工作环境，支持事故预防并最大程度减少健康风险；和(iv) 遵守美国国家公路交通安全管理局规定的所有机动车设备生产商注册要求。卖方进一步陈述并保证：(a) 产品不含有《多德-弗兰克华尔街改革和消费者保护法案》第 1502 条定义的冲突矿产；(b) 遵照第 65 号提案，产品含有加利福尼亚州认定一种或多种化学品必须在销售时有符合要求的产品警告（即，对于有包装产品标注于产品包装上或者对于没有包装的产品，贴在产品上）；(c) 产品遵守所有适用的有害物质和消费品安全法律、指令和法规，包括禁止或限制产品和包装中潜在有害物质类型和浓度的法律、指令和法规；及(d) 产品遵守所有适用的联邦机动车安全标准。PRTS 有权通过第三方审核和 PRTS 人员的访问来监督卖方及其第三方生产商的生产设施。

**10. Indemnity:** Seller agrees to indemnify and hold harmless PRTS, its subsidiaries, affiliates and customers and their respective directors, officers, employees, agents, subcontractors and other representatives (for purposes of this Section 10, collectively "PRTS") from any and all loss, damage, liability, cost (including reasonable solicitors' or attorneys' fees), penalty or any other expense of whatever nature (collectively "Claims") arising out of: (i) any act or omission of Seller (including but not limited to negligence) directly or indirectly relating to the PO, or the use or sale of the Products, whether alone or in combination with other parts in a vehicle; (ii) Seller's breach of this Agreement; (iii) any intellectual property infringement resulting from the importation of the Products into the United States or their sale or use in the United States. The foregoing indemnity covers without limitation any Claims relating to allegations, actions or proceedings for breach of contract, in tort (including negligence and strict liability), intellectual property infringement, any statutory, regulatory or other legal claims, product recalls, and/or claims for bodily injury (including death) and/or damage to property or any fines, penalties, costs, damages, settlement amounts, and other amounts payable or incurred in relation to Product related defects or to an Excessive Failure. Without limiting the generality of the foregoing, the obligations set forth in this Section 10, Indemnity, expressly include PRTS' right to recover from Seller the costs of conducting a recall or customer satisfaction campaign, whether or not compelled by a regulatory body, including without limitation, the costs associated with the recall remedy, such as product repair, replacement or reimbursement; notification to product purchasers; and attorneys' fees incurred in conducting and implementing the recall or customer satisfaction campaign.

**赔偿：**卖方同意向 PRTS、其子公司、关联公司和客户及其各自董事、高级职员、员工、代理、分包商和其他代表（为本第 10 条之目的，统称“PRTS”）赔偿因以下原因产生的任何及所有损失、损害赔偿、责任、成本（包括合理的律师费），保护 PRTS 免受损失：(i) 卖方的任何作为或不作为（包括但不限于过失），直接或间接与采购单有关，或与产品的使用或销售（无论是单独还是与车辆其他部件一起使用）有关；(ii) 卖方违反本协议；(iii) 因产品进口至美国或在美国销售或使用而导致的任何知识产权侵权。上述赔偿包括但不限于与违反合同、侵权（包括过失和严格责任）、知识产权侵权、任何法定、监管或其他法律索赔、产品召回和/或人身伤害（包括死亡）和/或财产损失的索赔或产品瑕疵或过度故障导致应付或产生的任何罚金、罚款、成本、损害赔偿、和解金额和其他费用的主张、诉讼或法律程序有关的任何索赔。不限制上述规定一般适用的情况下，本第 10 条赔偿所述义务，明确包括 PRTS 有权向卖方追讨进行召回或客户满意度活动的费用，无论是否由监管机构强制，包括但不限于与召回补救措施有关的费用，如产品维修、更换或补偿；通知产品购买者的费用；进行并实施召回或客户满意度活动所产生的律师费。

**11. Confidential Information:** Seller acknowledges that certain information provided by PRTS in connection with the PO is confidential in nature. Confidential Information means any business, marketing, technical, scientific, financial or other information, specifications, designs, plans, drawings, software, prototypes or process techniques of PRTS, an affiliate or other third party, which at the time of disclosure, is reasonably understood to be confidential in nature, including the identity of the parties and the fact

that the parties are in contact with each other (collectively, "Confidential Information"). Seller shall hold Confidential Information in confidence and shall not disclose Confidential Information to third parties.

**保密信息：**卖方承认，PRTS 提供的与采购单有关的信息具有保密性。保密信息指 PRTS、关联公司或其他第三方在披露时被合理认为具有机密性质的任何商业、营销、技术、科学、财务或其他信息、规范、设计、计划、软件、原型或工艺技术，包括各方的身份以及相互接触的事实（统称“保密信息”）。卖方应对保密信息进行保密，不得向第三方披露保密信息。

**12. Liability:** TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL PRTS OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER REPRESENTATIVES BE LIABLE TO SELLER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS, EXPENSES OR DAMAGES INCLUDING WITHOUT LIMITATION LITIGATION COSTS, THE LOSS OF PRODUCTION OR PROFIT ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES OR EVEN IF SUCH COSTS OR DAMAGES ARE ALLEGED TO ARISE FROM NEGLIGENT ACTS, OMISSIONS OR CONDUCT OF PRTS OR ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER REPRESENTATIVES. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL PRTS'S LIABILITY TO SELLER UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR DUE TO SELLER FOR PRODUCTS DELIVERED IN ACCORDANCE WITH THIS AGREEMENT.

**责任：**在适用法律允许的最大范围内，任何情况下，PRTS 或其关联公司、其董事、高级职员、员工、代理、分包商或其他代表均不对卖方的特殊的、后果性的、附带的、惩罚性的或间接的成本、费用或损害负责，包括但不限于因任何原因产生的诉讼成本、生产或利润损失，即使被告知有此类成本或损害的可能性，或者此类成本或损害据称是由于 PRTS 或其关联公司、其各自高级职员、董事、员工、代理、分包商或其他代表的疏忽行为、作为或不作为所导致。在适用法律允许的最大范围内，任何情况下，PRTS 在本协议下对卖方的责任均不得超过根据本协议交付的产品向卖方支付或应支付的金额。

**13. Insurance:** Seller shall, at its own expense, at all times while supplying Products, provide and maintain in effect those insurance policies and minimum limits of coverage designated below (all dollar figures in United States currency) with insurance companies authorized to do business in the state or country in which work is being performed, with an A.M. Best's Insurance Rating at a minimum of A- with a financial size category of Class VII or better, or as otherwise acceptable to PRTS:

**保险：**卖方应自担费用，在供应产品期间的任何时候，投保并维持投保以下指定的保单和最低保额（均以美元计），这些保单和保额应由被授权在工作所在州或国家开展业务的保险公司提供，其 A.M. Best 保险评级至少为 A-，财务规模类别为 VII 级或以上，或以其他方式为 PRTS 所接受：

- Worker's Compensation Insurance (or local equivalent) as required by the applicable law of the state in which the work is being performed, including Employer's liability with a minimum limit of One Million Dollars (USD \$1,000,000) for bodily injury by accident, and One Million Dollars (USD \$1,000,000) for bodily injury by disease.

工作所在州适用法律要求的工伤保险（或当地的同等保险），包括雇主责任险，意外人身伤害最低保额为一百万（\$1,000,000）美元，疾病人身伤害最低保额为一百万（\$1,000,000）美元。

- Commercial General Liability Insurance maintained on an occurrence basis covering bodily injury and property damage liability, personal and advertising injury liability, products completed operations and contractual liability for bodily injury, property damage, personal injury and advertising injury, with minimum coverage of One Million Dollars (USD \$1,000,000) per occurrence and Two Million Dollars (USD \$2,000,000) in the aggregate.

针对事故投保的一般商业责任险，涵盖人身伤害和财产损失责任，人身和广告伤害责任，产品完成操作以及人身伤害、财产损失、人身和广告伤害的合同责任，每次事故最低保额为一百万（\$1,000,000）美元，累计保额为两百万（\$2,000,000）美元。

(The Chinese translation is provided for reference only, which may not exactly reflect the true meaning or full text of the original language. In the event of any inconsistency between the Chinese translation and English version, the English version shall prevail. 中文翻译仅供参考, 与原文相比可能有不完整或差异。如中文翻译与英文原文有任何差异, 应以英文为准。)

## PURCHASE ORDER TERMS AND CONDITIONS

### 采购单条款

- Business Automobile Liability Insurance covering bodily injury and property damage liability, including coverage for all owned, non-owned, and hired vehicles with a minimum combined single limit of One Million Dollars (USD \$1,000,000) per occurrence.  
商业汽车责任险, 涵盖人身伤害和财产损失责任, 包括所有自有、非自有及租用车辆的保险, 每次事故的最低综合单项限额为一百万 ( \$1,000,000 ) 美元。
- Professional Liability Insurance for errors and omissions with a minimum limit of Five Million Dollars (USD \$5,000,000) per occurrence or per claim and Five Million Dollars (USD \$5,000,000) in the aggregate.  
针对错误和遗漏的职业责任险, 每次事故或每次索赔最低限额为五百万 ( \$5,000,000 ) 美元, 累计限额为五百万 ( \$5,000,000 ) 美元。
- Umbrella and/or Excess Liability insurance on an occurrence basis with limits not less than Five Million Dollars (USD \$5,000,000) per occurrence and Five Million Dollars (USD \$5,000,000) in the aggregate in excess of the limits provided by the Seller Employer's Liability, Commercial General Liability, and Business Automobile Liability.  
针对事故的伞式责任险和/或超额责任险, 每次事故保额不低于五百万 ( \$5,000,000 ) 美元, 超出卖方所提供雇主责任险、一般商业责任险和商业汽车责任险限额的, 累计限额五百万 ( \$5,000,000 ) 美元。

Seller shall ensure that PRTS, its parent and subsidiaries including any affiliates, its officers, directors, agents, employees and shareholders, are named as additional insureds to Seller's Commercial General Liability Insurance. Certificates of Insurance including endorsements evidencing the insurance maintained by Seller shall be furnished to PRTS upon request, and within a reasonable time after such coverage is renewed or replaced. Seller shall provide PRTS with thirty (30) days prior written notice in the event of cancellation, non-renewal or reduction in coverage that causes Seller to no longer be in compliance with any of the requirements set forth in this Section 13.

卖方应确保, PRTS、其母公司和子公司, 包括任何关联公司、其高级职员、董事、代理、员工和股东被列为卖方一般商业责任险的附加被保险人。包括证明卖方投保背书在内的保险证书应按要求提供给 PRTS, 并在此类保险续保或更换后的合理时间内提供。如果发生取消、不续保或减少保险的情况, 导致卖方不再符合本第 13 条规定的任何要求, 卖方应提前三十 ( 30 ) 天向 PRTS 发出书面通知。

**14. General:** Seller shall not publicize the fact the parties are doing business, without the prior written consent of PRTS. The construction, interpretation and performance of this Agreement are governed by the laws of the State of New York, United States, as if this Agreement was executed and performed entirely within that State, without regard to conflicts of laws principles. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. Seller may not assign or transfer any right or obligations hereunder without the prior written consent of PRTS. PRTS may assign its rights and obligations under this Agreement without requiring any notice to or consent from Seller. This Agreement shall inure to the benefit of the permitted successors and assigns. Seller may not subcontract any of its rights or obligations under the Agreement without PRTS's prior written consent. If PRTS consents to the use of a subcontractor or third party manufacturer, Seller will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) fully indemnify PRTS for all damages and costs of any kind incurred by PRTS or any third party and caused by the acts and omissions of Seller's subcontractors or third party manufacturers; and (iii) make all payments to its subcontractors and third party manufacturers without delay. To be valid, any waiver by PRTS must be made in writing and expressly reference the PO. A valid waiver of any right or remedy herein shall in no event be deemed to: (i) constitute a waiver of such right or remedy arising

in the future or (ii) operate as a waiver of any other right or remedy. If and to the extent that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction or arbitration panel, it is the intention of the parties that such terms shall be reformed by such court or arbitrator to render them enforceable to the maximum extent permitted by law, or if such clause cannot legally be reformed, such terms shall be null and void and shall be deemed deleted from this Agreement, but only to the extent that such term is illegal. All remaining terms of this Agreement shall remain in full force and effect. The parties to this Agreement are independent contractors.

**通则:** 未经 PRTS 事先书面同意, 卖方不得宣传双方正在开展业务的事实。本协议的解释、释义和履行, 受美国纽约州法律管辖, 如同本协议完全在该州签署并执行一样, 不考虑法律冲突原则。双方明确排除《联合国国际货物销售合同公约》的适用。因本协议引起或产生的任何纠纷, 包括本协议的存在、有效性或终止的任何问题, 应提交新加坡国际仲裁中心并根据当时有效的《新加坡国际仲裁中心仲裁规则》在新加坡进行仲裁并最终解决, 这些规则在此通过提及被视为纳入本条款。仲裁的地点为新加坡。仲裁庭应由一 ( 1 ) 位仲裁员组成。仲裁语言为英语。未经 PRTS 事先书面同意, 卖方不得转让或转移其在本协议项下的任何权利或义务。PRTS 可以转让其在本协议项下的权利和义务, 而不需要向卖方发出通知或征得卖方的同意。本协议是为获准继任人和受让人的利益而设。未经 PRTS 事先书面同意, 卖方不得分包其在本协议项下的任何权利或义务。若 PRTS 同意使用分包商或第三方生产商, 卖方将: (i) 保证并将继续对所有分包的义务的履行负责; (ii) 对 PRTS 或任何第三方发生的、由卖方的分包商或第三方生产商的作为或不作为造成的任何类型的所有损害和费用进行全面赔偿; 及(iii) 毫不拖延地向其分包商和第三方生产商支付所有款项。PRTS 的任何弃权, 必须以书面形式作出, 并明确提及采购单, 方为有效。对本协议中任何权利或救济的有效放弃, 在任何情况下, 不得视为: (i) 构成对将来产生的此类权利或救济的放弃; 或(ii) 解释为对任何其他权利或救济的放弃。如果以及在此范围内, 本协议的任何条款被任何有管辖权的法院或仲裁庭认定为或宣布不合法, 双方的意图是, 该等条款应由该法院或仲裁员进行修改, 使之在法律允许的最大范围内可以执行, 或者如果该等条款不能合法修改, 则该等条款无效且失效, 并且应视为从本协议中删除, 但仅限于该等条款的不合法的范围。本协议所有其余条款应保持完全有效且生效。本协议的各方是独立的立约人。