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PURCHASE ORDER TERMS AND CONDITIONS

採購訂單條款

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conditions on any quote, invoice or other commercial document even if acknowledged by PRTS, are expressly rejected and superseded by the PRTS Terms, and failure by PRTS to object to any other provision, and/or PRTS's acceptance of the Products, shall not be deemed acceptance of Seller's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.

一般條款: CarParts.com, Inc. 或其任一關係企業或子公司(下稱「PRTS」)之採購訂單(下稱「訂單」)構成 PRTS 之實體依據下述條款及訂單上所印載之增補或不同條款規定(下合稱「PRTS 條款」)向供應商(下稱「出賣人」)購買該訂單所述或所指產品(下合稱「本產品」)所為之要約。出賣人於下述情形(以較早之時間為準)被視為已對該要約為承諾，而如無個別經 PRTS 及出賣人簽署之合約，則 PRTS 條款應成為當事人間為購買本產品所成立具專屬及拘束力之合約(下稱「本合約」): (i) 以口頭、書面或其他方式接受或認可訂單時，或(ii) 本產品交貨時。所有其他於任何報價單、發票或其他商業文件之條款，縱使經 PRTS 認可，皆明示被 PRTS 條款所拒絕並取代，PRTS 未對其他條款表示異議及/或 PRTS 之接受本產品，均不得被視為接受出賣人之條款。PRTS 條款僅得以經 PRTS 授權代表簽署之書面合約修正。如 PRTS 及出賣人間就本產品存有個別簽署之採購合約者，於該合約與本 PRTS 條款有不一致時，該合約應優先適用。

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.

價格: 所有訂單所載之價格，除訂單另有規定外，皆為 FOB Port of Shipment 貨(Incoterms® 2020)，且為本產品所收取之最高價格。發票之到期給付日期應為自承運人向出賣人交付提單之日起淨四十五(45)日，但訂單另有記載或另經書面或電子郵件同意者，不在此限。本產品之所有權應於指定運送地點或目的地受領時移轉予 PRTS，且無論本條款有無任何不同之規定，本產品滅失及毀損之危險，應於 PRTS 受領本產品時移轉予 PRTS。出賣人聲明並保證，就本產品所收取之價格，不高於出賣人向其任何其他客戶出售實質相同數量之相同產品所收取之最低價格。出賣人同意允許 PRTS 透過獨立之外部審計人員合理地查核出賣人是否遵守本條規定。PRTS 得就本合約或其與出賣人間之任何其他合約下應由出賣人 PRTS 支付之任何退款、債務或其他應付款項，自到期應給付予出賣人之任何款項中，進行抵消。

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.

運送: 出賣人應提供適足保護性之包裝以防止滅失或毀損，於 PRTS 未提供任何規格之情形，其並應根據最佳商業實務為之，全部免收取額外費用，且出賣人應就因本產品因不當包裝或運輸所致之毀損承擔全部責任。

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

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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.

4. 遲延交付：於本合約中，時間為必要之點。未能於訂單所述之期限交付本產品者應構成重大違約。一旦出賣人得知其無法於訂單上所載日期交付時，出賣人應立即通知 PRTS，並應提出新的交付日期，且 PRTS 有權選擇接受或拒絕。出賣人應於不增加 PRTS 成本費用之情形下採取加速措施，例如材料趕工費、運費溢價或勞工加班費，以確保本產品得於交付日當日或以前交付。

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 nonconforming 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.

驗收：PRTS 在其倉庫收到本產品後，應有合理時間對本產品進行檢查及驗收。如 PRTS 發現本產品有瑕疵或不符合規格，PRTS 得在不侵害其依據本合約或法律可享有之任何其他權利或救濟之情形下，選擇：(i) 由出賣人負擔費用，並依 PRTS 選擇，退回該本產品，以取得退款、價權或進行修正或替換；(ii) 由 PRTS 依誠信原則，按其決定，減少價金；及/或 (iii) 依 PRTS 選擇，其得就所有交付之本產品進行部分或完整之檢查、分析及/或分類，以區別任何有瑕疵或不合格之本產品，且出賣人應支付並全額賠(補)償 PRTS 就該等檢查、分析及/或分類所支出之相關費用，包括但不限於因該等檢查、分析及/或分類所產生之任何勞動成本。

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.

本產品類別：倘 PRTS 意欲將依本合約購買之任何本產品視為客製或特殊產品（下稱「客製化產品」），則本產品應於其適用之訂單上明確標示為客製化產品，並應由出賣人或其製造商於產品規格或採購說明中標示 PRTS 提供之特定客製或修改。就客製化產品，PRTS 應為唯一買受人，出賣人不得生產客製化產品供自用或出售予 PRTS 外之任何第三人。任何 PRTS 之客戶均屬第三人。

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.

未經 PRTS 明示書面同意，出賣人同意不得(a)將客製化產品出售予任何第三人，包括 PRTS 之客戶，(b)以本合約明確授權以外之任何方式使用 PRTS 之名稱標誌或商標，(c)與任何 PRTS 之客戶進行任何直接聯繫，或 (d)與業經 PRTS 向出賣人揭露之任何人或實體，進行任何直接聯繫或與 PRTS 競爭之商業往來。

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.

如出賣人供應由第三人實體生產之本產品（下稱「第三人產品」），第三人產品之所有來源均應經 PRTS 事前核准。出賣人對所有第三人產品所為保證，應與出賣人自行生產本產品之情形相同。出賣人茲將出賣人自製造商取得之所有有關第三人產品之保證、賠(補)償及救濟權利轉予 PRTS（對於任何第三人製造商而言，下合稱「製造商條款」）。出賣人授權 PRTS 於法律允許之最大範圍內，為

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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.

保證：出賣人向 PRTS 及其客戶保證：(i) 本產品將為全新（非翻新或重製）且其所有權、設計、原料及作工均無瑕疵，並可銷售且符合其預期目的；(ii) 於適用情形下，本產品將符合並依照 PRTS 所提供或接受之規格、圖說及樣品履行；(iii) 本產品遵循所有適用於本產品性質之法律、規範及業界標準；(iv) 任何提供予 PRTS 之本產品不得侵害或

構成侵害，或不當使用任何著作權、專利、商標、服務標章、商號、營業秘密或其他依契約、法規、普通法或任何其他法律授予類似之智慧財產權利；(v) 出賣人應，並應確保任何第三人製造商及分包商遵守 PRTS 要求之任何 PRTS 品質政策、程序或控管；及(vi) 出賣人並未，且將來亦不會進行不道德之行為，且出賣人並未提供或給予，且將來亦不會提供或給予 PRTS 或任何政府之員工、代理人或代表人任何禮物或酬金，以意圖取得 PRTS 之業務或優惠待遇。如本產品為第三人保證所涵括，出賣人茲將該等保證之權利轉讓予 PRTS 及其客戶，並應於被要求時，提供該等保證之詳細資訊予 PRTS 及其客戶。不符合適用保證之本產品（下稱「不合格產品」）將依 PRTS 選擇，(I) 返還以取得全額退款或 PRTS 為不合格產品支付金額之債權，(II) 修正，(III) 替換，或(IV) 由出賣人重新履行，於前揭各情況下，PRTS 或其客戶均不負擔任何成本或費用，且運輸及交通成本，以及運輸過程中之滅失及毀損風險由出賣人承擔。修正及替換之本產品應依本條規定提供保證。上述保證及出賣人之服務保證（如有）於本產品經檢查、測試、驗收及付款後仍繼續有效，並適用於 PRTS、其子公司、關係企業、客戶及其各自之繼受人與受讓人。

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

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Excessive Failure, including, without limitation, PRTS end-customer costs associated with Product removal and (re)installation and ancillary labor charges.

不良率過高：若任何出售予 PRTS 之本產品中有超過百分之三 (3%) 之產品於原料、製造、設計或其他方面存在瑕疵，或依 PRTS 合理意見預期其於本產品運往 PRTS 指定之交付地點後之兩(2)年內之任何時間，實質上會以相同方式產生瑕疵者，則應視為不良率過高。若發生不良率過高之情形，出賣人應以其費用提供 PRTS 要求之支援服務，且如 PRTS 認有必要，出賣人應在工程上實施變更以改正導致不良率過高之問題，費用由出賣人負擔。此外，PRTS 有權拒絕該等本產品之後續交付，且不承擔任何責任。所有與不良率過高有關之本產品退貨成本、實施任何本產品召回之成本，以及 PRTS 為遵守指令及法規而產生之其他成本（包括但不限於美國國家公路交通安全局頒布之指令及法規）及相關監管罰款，均應由出賣人負擔。此外（且不限於），對於所有受影響之本產品（無論是否已出售予 PRTS 之客戶、存放於 PRTS 或經授權分包商之設施中，亦不論該等本產品實際上是否已出現故障），出賣人應按 PRTS 之指示，依 PRTS 之選擇及單獨決定，支付全額退款或債權、提供修正服務、及/或提供本產品之替換予 PRTS，且所有費用均由出賣人承擔，出賣人並應賠償 PRTS 任何與不良率過高有關之所有成本、費用、損害及/或責任，包括但不限於 PRTS 終端客戶就本產品拆除與（重新）安裝及輔助勞力費用所產生之成本。

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.

法令遵循：出賣人、其第三人製造商、分包商及本產品應遵循所有適用之法律規範、條例、法令、命令、法律及其他規則與規範，包括但不限於與健康、安全、人權、勞工與倫理有關之所有規則、規範及條文。經 PRTS 要求，出賣人應提供符合上述規定之書面法令遵循聲明予 PRTS。在不影響前述條款之一般性效力之情形下，出賣人聲明並保證出賣人、其第三人製造商及分包商：(i) 無使用童工、被強迫或非自願之勞動力，(ii) 遵循其營運所在國家之所有適用之環境法規，(iii) 遵循其營運所在國家之所有適用之安全與健康法規，並提供安全之工作環境，以支持事故之預防並將健康風險減至最低；及(iv) 遵守美國國家公路交通安全管理局規定之所有機動車輛設備製造商之登記要求。出賣人進一步聲明與保證：(a) 所有本產品均不包含依「陶德-法蘭克華爾街改革與消費者保護法」（Dodd-Frank Wall Street Reform and Consumer Protection Act）第 1502 節定義之衝突礦產；(b) 依第 65 號法案 (Proposition 65) 規定，如本產品含有加利福尼亞州所規範之一種或多種化學物質，其必須遵循於本產品上標示警語規定（意即經包裝產品之包裝上，或如該產品未經包裝包裝則黏貼於本產品上）；(c) 本產品符合所有適用之有害物質與消費品安全法律、指令與規範規定，包括禁止或限制本產品與其包裝所含有之潛在有害物質之類型與濃度者；及(d) 本產品符合所有適用之聯邦機動車輛安全標準。PRTS 應有權透過第三人查核及 PRTS 人員訪察之方式監督出賣人及其第三人製造商之生產設施。

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

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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.

賠(補)償:出賣人同意賠(補)償並使 PRTS、其子公司、關係企業與客戶及渠等各自之董事、主管、員工、代理人、分包商及其他代表(為本第 10 條規定目的,下合稱「PRTS」)免受任何及所有因下列事由所生之損害賠償、責任、成本或費用(包括合理之事務律師及律師費)、處罰或其他任何性質之費用(下合稱「本請求」): (i)出賣人之任何作為或不作為(包括但不限於過失)直接或間接與訂單或本產品之使用或銷售有關,且無論係單獨或與車輛之其他部位或零件結合使用者;(ii)出賣人違反本合約規定;(iii)任何因本產品進口至美國或於美國銷售或使用而導致之智慧財產權之侵權。前述賠(補)償之範圍包括但不限於任何與本請求有關違約、侵權行為(包括過失與嚴格責任)智慧財產權侵權、任何法定、規範性或其他法律請求、產品召回及/或身體傷害(包括死亡)請求及/或財產上之損害,或任何與本產品瑕疵或不良率過高有關之罰鍰、處罰成本、損害賠償、和解金及其他任何應付或因而產生之金額等所為之主張、訴訟或程序請求。在不影響前述規定一般性效力之情形下,本第 10 條「賠(補)償」所規範之義務明示包括 PRTS 有權向出賣人追償進行召回或客戶滿意度活動之成本,無論是否係監管機關強制要求與否,包括但不限於與召回救濟有關之成本(例如產品修正、替換或補償);對產品購買者之通知;及因進行與實施召回或客戶滿意度活動所產生之律師費。

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.

機密資訊:出賣人瞭解,PRTS 所提供與訂單有關之特定資訊具有機密之性質。「機密資訊」係指 PRTS、關係企業或其他第三人之任何商業、行銷、技術、科學、財務或其他資訊、規格、設計、計畫、圖說、軟體、原型或處理技術,其於揭露時,被合理理解為具機密性質之資訊,包括當事人之身份及互相聯繫之事實(下合稱「機密資訊」)。出賣人應就機密資訊保密,且不得向第三人揭露機密資訊。

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.

責任:於適用法律所允許之最大範圍內,在任何情況下,PRTS 或其關係企業及渠等之董事、主管、員工、代理人、分包商或其他代表均不對出賣人負任何特別、衍生性、附帶、懲罰性或間接成本、費用或損害負責,包括但不限於訴訟費用、因任何理由造成之生產或利潤損失,即使已被告知該等成本費用或損害之可能性,或即使該等成本費用或損害被指為係由 PRTS 或其關係企業、渠等各自之主管、

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董事、員工、代理人、分包商或其他代表之過失行為、不作為或行為所致者。於適用法律所允許之最大範圍內，在任何情況下，PRTS 於本合約下對出賣人所負之責任，不超過其根據本合約，就已交付之本產品已付或應付予出賣人之金額。

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:

保險：出賣人應以其費用，於供應本產品之全部期間，向 A.M. Best 保險評級至少為 A-，財務規模類別為七級或更佳，或為 PRTS 所接受，並經許可於其工作所在地之州或國家進行業務之保險公司，購買維持並提供下列保單及最低限額之保險保障（所有數字均為美金）：

- 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.

依據工作所在州適用法律所要求之工傷保險（或當地之同等保險），包括最低限額為美金 100 萬元（USD\$1,000,000）之意外人身傷害，及美金 100 萬元（USD\$1,000,000）之疾病傷害之僱傭人責任險。

- 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.

以事故發生為基礎之商業綜合責任保險，涵蓋人身傷害及財產損失責任、人身及廣告傷害責任、產品完工及契約所致之身體傷害、財產損失、人身傷害及廣告傷害責任，每次事故之最低保險金額為美金 100 萬元（USD \$1,000,000），合計為美金 200 萬元（USD\$2,000,000）。

- Business Automobile Liability Insurance covering bodily injury and property damage liability, including

coverage for all owned, nonowned, and hired vehicles with a minimum combined single limit of One Million Dollars (USD \$1,000,000) per occurrence.

商業汽車責任保險，涵蓋人身傷害及財產損失責任，包括所有自有、非自有及租用車輛之保險，每次事故之最低合併單一限額為美金 100 萬元（USD \$1,000,000）。

- 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.

針對錯誤及疏漏之專業責任保險，每次事故或每次請求之最低限額為美金 500 萬元（USD\$5,000,000），合計為 500 萬元（USD\$5,000,000）。

- 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.

以事故發生為基礎之傘型及/或超額責任保險，超出出賣人僱傭人責任、商業綜合責任及商業汽車責任保險限額之部分，每次事故之限額不低於美金 500 萬元（USD \$5,000,000），合計不低於美金 500 萬元（USD \$5,000,000）。

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.

出賣人應確保 PRTS、其母公司及子公司（包括任何關係企業）、其主管、董事、代理人、員工及股東被列為出賣人商業綜合責任保險之附加被保險人。保險證書，包括證明保險由出賣人維持之批單，應於要求時，以及保險更新或更換後之合理時間內提供予 PRTS。如有解除、不更新續約或減少保險金額，致出賣人不再符合本第 13 條之任何規定時，出賣人應提前於三十（30）日前以書面通知 PRTS。

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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.

一般條款規定: 非經 PRTS 事前書面同意, 出賣人不得公開揭露當事人現有業務往來之事實。本合約之構成、解釋及履行以美國紐約州法律為準據, 就如同本合約係完全於美國境內簽署及履行, 而不考慮法律衝突之原則。本合約當事人明示表示排除聯合國國際貨物銷售合約公約之適用。任何因本合約所生或有關之爭議, 包括其存續、效力或終止之疑義, 皆應提出予新加坡國際仲裁中心(SIAC), 依據當時有效之新加坡國際仲裁中心仲裁規則(下稱「SIAC 規則」)(該規則應視為構成本條規定之內容)以仲裁作最終解決。仲裁之地點應於新加坡。仲裁庭應由一名仲裁人組成, 仲裁應以英文進行。出賣人未經 PRTS 事前書面同意, 不得將本合約中之任何權利或義務讓與或移轉予他人。PRTS 無須通知或取得出賣人之同意, 得將本合約中之任何權利及義務讓與或移轉予他人。本合約應由經准許之繼受人及受讓人既受而享有利益。未經 PRTS 事先書面同意, 出賣人不得分包其在本合約下之任何權利或義務。若 PRTS 同意使用一名分包商或第三人製造商, 則出賣人將:(i)保證並持續對所有被分包義務之履行負責;(ii)對 PRTS 或任何第三人因出賣人之分包商或第三人製造商之作為或不作為所致之損害進行全額之賠(補)償;及(iii)對其分包商或第三人製造商為給付, 不得遲延。任何 PRTS 出具之免責函皆應以書面且明示其訂單始為有效。任何對本合約權利或救濟有效之免責, 於所有之情形下, 皆不應被視為:(i)構成對該等權利或救濟於未來發生時之免責;(ii)運作成任何其他權利或救濟之免責。若本合約任何條款, 經司法管轄地之任何法院或仲裁庭認定或宣告為違法, 則當事人之真意應係該等條款應經該等法院或仲裁人修改至法律允許之最大範圍得以執行, 或如該等條款無法合法修改時, 該等條款應被認定無效, 且應視為自本合約中刪除, 惟僅限該條款違法之部分。本合約所有其他條款皆仍保有完全之效力。本合約之當事人均為獨立之契約當事人。