



TERMS OF PURCHASE

采购条款

1. Scope: The terms and conditions set forth herein together with those appearing on the face of this purchase order or on any exhibits attached hereto constitute the complete and exclusive agreement (hereafter "Order") between Carlisle Interconnect Technologies, Inc. ("Buyer") and the seller identified on the face of this Order ("Seller"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both oral and written, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms and conditions of the Order. The terms and conditions of the Order set forth herein prevail over any terms and conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. No modification of this Order shall be binding upon either party unless in writing and signed by an authorized representative of each party.

1. 范围：此处规定的条款和条件以及本采购订单单面或附件的条款和条件构成 Carlisle Interconnect Technologies, Inc.（下称“买方”）和本订单单面确定之销售方（下称“卖方”）之间的完整和排他性协议（下称“订单”）。本订单及其内含的参考文档构成双方订单的唯一完整协议，并代替所有先前或同期关于本订单标的的理解、协议、谈判、陈述和保证以及口头和书面通信。本订单对卖方接受订单条款和条件有明确限制。此处规定的订单条款和条件优先于任何其他文件中包含的任何条款和条件，并明确排除卖方任何的一般销售条款和条件或卖方发布的与本订单有关的任何其他文件。本订单的任何修改除非以书面形式呈现并由每一方授权代表签署，否则均不对任何一方具有约束力。

2. Acceptance: Seller's written acceptance or commencement of performance of this Order shall constitute acceptance. If Seller does not accept this Order in writing within ten days of Seller's receipt of this Order, this Order will be deemed accepted by Seller. Buyer may withdraw this Order any time before acceptance.

2. 接受：卖方书面接受或开始履行本订单即构成接受。如果卖方在收到本订单后十日内未以书面形式接受订单，本订单将被视为已被卖方接受。买方可以在订单接受之前随时撤回订单。

3. Prices: The price of the goods, materials or equipment ("Goods") or services ("Services") is the price stated in this Order. If no price is included in this Order, the price shall be the price set out in Seller's published price in force as of the date of this Order, unless otherwise agreed by the parties in writing. Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the delivery location, insurance, customs, duties, fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent. Seller represents and warrants that the price for the Goods or Services is the lowest price charged by Seller to any of its customers for similar volumes of similar Goods or Services. If Seller charges any other customer a lower price, Seller must apply that price to all Goods or Services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order.

3. 价格：商品、材料或设备（下称“商品”）或服务（下称“服务”）的价格以本订单规定价格为准。如果本订单中未包含价格，则除非双方另有书面约定，否则应以截至本订单生效之日卖方公布的有效价格所示为准。除非本订单另有规定，否则价格囊括所有包装费、到交货地点的运输成本、保险、关税、规费和适用税费，包括但不限于所有增值税、销售税、使用税或消费税。未经买方事先书面同意，无论是由于材料、劳动力或运输成本增加还是其他原因，价格上涨均无效。卖方声明并保证，商品或服务的价格是卖方向类似数量的类似商品或服务向其客户收取的最低价格。如果卖方对任何其他客户给出更低价格，则必须对本订单项下所有商品或服务应用该价格。如果卖方无法给出该更低价格，买方可自行选择终止本订单。

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

4. 运输和交付：除非买方另有规定，否则运输数量必须等于订购数量。卖方向买方运送的每批货物都应包括一份装箱单，其中至少包含 (i) 采购订单编号、(ii) 买方特定零件编号、(iii) 数量和 (iv) 装运日期。交付应严格按照本订单中规定或提及的交付时间表，或根据买方签署的书面变更进行。任何超出买方订单或在规定交货日期之前生产的商品，买方可在风险和费用由卖方承担的前提下拒绝收货或退货，或将此类交货的付款日期推迟到原定日期。对于实际或可能的延期，包括正在或即将致使本订单履行延期的劳资纠纷，卖家应立即向买家告知。本订单目的之交付是指在买方指定地点收货的日期。

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

5. 所有权和损失风险：除非本订单单面另有规定，否则运输条款应按照买方指定地点完税后交货（《2010年国际贸易术语解释通则》）执行。货物交付至买方指定地点后，所有权和损失风险将转移至买方。货物交付至买方指定地点前由卖方承担货物丢失或损坏的所有风险。

6. Inspection: Buyer shall not be required to inspect or test articles covered by this Order. It shall be Seller's responsibility to assure that such articles are in strict conformance with all requirements of the Order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and test by Buyer and by personnel designated by Buyer at all times and places including the period of manufacture and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance shall be made after delivery to Buyer. If any inspection or test is made on the premises of Seller or Seller's subcontractor, Seller shall provide without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon



inspection not to conform to the requirements of this Order, and to require their correction or replacement at Buyer's option. Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of any warranty, requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Should Buyer, Buyer's customer or regulatory authorities' inspections be required by this Order, notification of the required inspections shall be made as promptly as possible, but no less than 48 hours in advance. The inspections may occur at any of the facilities involved with the Order and will include all applicable records.

6. 检验：买方没有检验或测试本订单涉及物品的义务。卖方有责任确保这些物品严格符合订单的所有要求。尽管有前述规定，本协议项下要求的所有物品或产品应在收货之前可受买方和买方指定的人员在任意时间（包括制造期间）、地点以及任意情况下接受检验和测试。除非本协议另有规定，最终检验和验收应在交付给买方后进行。如果在卖方或卖方分包商的场所进行检验或测试，卖方应免费提供合理的设施和协助，以确保检验人员的安全和便利。买方有权拒绝经检验发现不符合本订单要求的物品，并有权选择要求修正或更换。买方对不符合要求之产品的收货，不构成放弃保修、放弃对本协议规定交付之其他物品或产品的要求。卖方应提供并维护买方可接受的检验系统，保存完整的检验和测试记录，并应买方要求提供。如果本订单要求买方、买方客户或监管机构进行检验，应尽早就要求的检验给出通知，不得晚于 48 小时。检验可能在订单相关设施内进行，包含所有适用的记录。

7. Invoices and Payment: Seller shall issue invoices only at time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, Buyer shall pay all properly invoiced amounts due to Seller NET sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of any invoice dispute, the parties shall attempt to resolve such dispute expeditiously. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.

7. 发票和付款：卖方应在货物装运或服务完成时开具发票。除非本订单单面另有规定，买方应在收到发票后六十 (60) 日内支付所有应向卖方支付的正确发票金额，但买方出于善意提出争议的金额除外。如有任何发票争议，双方应努力迅速解决。即便有此类争议，卖方仍应继续履行本订单项下义务。

8. Set Off: Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

8. 抵销：买方在不损害可能拥有的任何其他权利或救济的情况下，保留随时将卖方所欠金额与买方应付金额进行抵销的权利。

9. Indemnification: Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder (collectively, "Losses") arising out of or occurring in connection with the Goods purchased of



Services received from Seller or Seller's negligence, willful misconduct or breach of the terms and conditions in this Order. Seller's indemnity obligations to Indemnitees hereunder shall include all Losses arising out of or in connection with any claim that Buyer's use or possession of the Goods or receipt of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

9. 赔偿：卖方应为买方和买方母公司及其子公司、附属公司、继任公司或受让公司以及各公司的董事、管理人员和雇员以及买方客户（统称“受偿人”）辩护和赔偿所有任何由从卖方购买的产品或获得的服务或卖方的疏忽、故意不当行为或违反本订单条款和条件所引起或与之相关的损失、伤害、死亡、损害、责任、索赔、缺陷、诉讼、判决、利息、裁决、罚款、成本或开支，包括合理的律师和专业人员费用与成本以及执行本协议项下权利的成本（统称为“损失”）。卖方在本协议项下对受偿人的赔偿义务应包括买方因使用或拥有商品或接受服务受到的侵犯或盗用任何第三方的专利、版权、商业秘密或其他知识产权的任何索赔所引起或与之相关的所有损失。

10. Insurance: Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with thirty (30) days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers, Buyer or Indemnitees.

10. 保险：卖方应自费维持和投保完全有效的保险，包括但不限于向财务状况与信誉俱佳的保险公司投保金额不低于 2,000,000 美元的商业综合责任（包括产品责任）保险。卖方应按买方要求提供证实本订单规定之保险范围的保险公司保险凭证。保险凭证应将买方列为附加被保险人。如果卖方的保险单取消或发生重大变化，卖方应提前三十 (30) 日向买方发出书面通知。卖方应要求其保险公司放弃对买方保险公司、买方或受偿人的所有代位求偿权。

11 Product Specifications/Changes by Buyer: No substitutes will be accepted without Buyer's specific written approval. For a reasonable time after delivery, Seller's Goods, and Services performed are subject to Buyer's inspection and approval. If specifications are not met ("Non-Conforming" or "Non-Conformance"): (a) material and/or equipment may be rejected and returned at Seller's expense, including transportation charges both ways, and/or (b) Buyer may require that the service be repeated pursuant to the stated specifications. Payment of invoice does not constitute Buyer's acceptance of Goods or Services covered by this Order and is without prejudice to any and all claims of Buyer against Seller. Seller shall make no changes to the specifications, manufacturing process, materials, sub-suppliers etc. without prior written approval of Buyer. Buyer may, at any time, in writing, make changes within the general scope of this Order. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in writing in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Seller for adjustment hereunder must be asserted within twenty (20) from Seller's receipt of the change notice. Nothing in this clause will excuse Seller from proceeding with this Order as changed or modified.

11 产品规格/买方更改：未经买方特别书面批准，不接受任何替代品。卖方商品和服务交付后一段合理时间内须接受买方的检验与审批。如果不符合规格（“不合规”或“不合格”）：**(a)** 材料及（或）设备可能会被拒收并退货，费用由卖方承担，包括往返运输费用；及（或）**(b)** 买方可以按照规定规格再次要求服务。发票的支付不构成买方接受本订单所涉商品或服务，亦不影响买方对卖方的所有任何索赔。未经买方事先书面批准，卖方不得变更规格、制造工艺、材料、分供应商等。买方可以随时以书面形式在本订单的一般范围内提出变更。如果此类变更导致本订单执行的成本或时间增加或减少，应对价格和交期的其一或其二以书面形式进行公平调整，并相应修改本订单。卖方对此中调整的索偿必须在收到变更通知后二十 (20) 日内提出。本条款的内容不能作为免除卖方继续执行变更或修改后订单的条件。

12. Warranties: Seller warrants to Buyer that all Goods and Services will conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer and will be merchantable, free from any defects in workmanship, material and design, fit for their intended purpose, function and operate as intended, and will be free and clear of all liens, security interests or other encumbrances. No Goods or Services provided under this Order will infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer. These warranties are cumulative and in addition to any other warranty provided hereunder. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the warranties. If Buyer gives Seller notice of noncompliance, Seller shall, at its own expense, promptly replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of defective or nonconforming Goods or Services to Seller and the delivery of repaired or replacement Goods or Services to Buyer.

12. 保证：卖方向买方保证所有商品和服务符合适用的规格、图纸、设计、样品和买方指定的其他要求，具备适销性，在工艺、材料和设计上没有任何缺陷，符合预期用途、功能，能按预期运行，并且没有任何留置权、担保物权或其他产权负担。根据本订单提供的任何商品或服务均不会侵犯或盗用任何第三方的专利或其他知识产权。以上保证在商品或服务交付、检验、收货或买方支付后仍然有效。以上保证是累积性的，是对本协议规定的其他保证的补充。任何适用的诉讼时效自买方发现商品或服务不合格之日起生效。如果买方向卖方发出不合格通知，卖方应自费及时更换或修理有缺陷或不合格的商品或服务，并支付所有相关费用，包括但不限于有缺陷或不合格商品或服务退回卖方以及向买方交付修理或更换后商品或服务的运输费用。

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

13. 材料和工具：卖方持有买方的财产之时，根据本订单，卖方将作为其保险人，负责使买方安全收回该财产，并确保任何其他方不会获得相同的担保权益。

14. Intellectual Property: Each party shall own their own background Intellectual IP. All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Seller by Buyer shall remain the sole and exclusive property of Buyer and will be returned at the completion of this order or when requested by Buyer. Further, Buyer shall acquire sole and exclusive



ownership of all equipment, materials, and documents generated as a result of this order and/or through the use of Buyer's information. Buyer shall acquire all rights and licenses to effectively use the Seller's Goods, obtain regulatory approval, support product in the field, or other reasonable derivative activity.

14. 知识产权：各方的背景知识产权由各自所有。买方提供给卖方的所有图纸、规格、数据、备忘录、计算、注释及其他材料或其副本应始终为买方的唯一和专有财产，并将在本订单完成时或在买方要求时退还。此外，买方应获得由本订单及（或）通过使用买方信息生成的所有设备、材料和文件的唯一和专有所有权。买方应获得有效使用卖方商品、获得监管批准、现场支持产品或其他合理衍生活动的所有权利与许可。

15. Subcontractors: If Seller uses subcontractors for any part of the manufacture of the Goods or performance of the Services Seller shall be responsible and liable for all acts or omissions of its subcontractors. Seller must obtain prior written authorization from Buyer to use subcontractors for any activity relating to the Goods or Services provided under this Order. The terms and conditions of this Order shall be applicable to all subcontractors and Seller is responsible for enforcement. Seller is responsible to flow down to its sub-suppliers all applicable Buyer requirements, including all applicable regulatory requirements.

15. 分包商：如果卖方使用分包商进行任何部分的商品制造或服务提供，应对分包商的所有行为或疏忽负责。卖方必须事先获得买方的书面授权才能使用分包商进行与本订单项下商品或服务相关的任何活动。本订单的条款和条件适用于所有分包商，由卖方负责执行。卖方有责任将所有适用的买方要求，包括所有适用的监管要求，传达给次级供应商。

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

16. 遵守联邦、州/省和地方法律：卖方保证一直遵守所有适用的联邦、州/省和地方法律和条例及依此产生的合法命令、规则及法规，包括但不限于所有禁止参与腐败行为的法律，包括美国《反海外腐败法》、修订后的 1938 年《公平劳动标准法》（29 USC Sec. 201-219）的所有条款，以及依此产生的合法规则和法规。卖方拥有并应维持其履行本订单项下义务所需的所有执照、权限、授权、同意和许可。卖方应不限于本节的一般性遵守所有适用的美国出口管制法律和经济制裁法律法规，特别包括但不限于《国际武器贸易条例》(ITAR)，22 CFR 120 及以下；《出口管理条例》，



15 CFR 730-774; 《外国资产控制条例》， 31 CFR 500-598; 以及相关行政命令。不限于前述法规，卖方不得转让受出口管制的商品、技术数据或技术，除非事先获得出口执照（例如技术援助协议）的授权。若无买方明确的书面同意以及对系统访问和出口管制法规的非正式协议，卖方不得指派外国雇员提供服务。

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

17. 机会均等：卖方同意遵守适用的州/省、联邦和当地法律，并且除非特别豁免，应遵守修订的1965年9月24日第11246号行政命令所有条款及其条例、法规以及劳工部长命令，包括机会均等条款。

18. Packaging: Goods must be packed for shipment according to Buyer's instructions or, if none, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards and regulations. No charge will be allowed for packing, boxing or crating, unless agreed upon in writing at time of purchase. Damage to any material not packed to insure proper protection during shipment shall be charged to the Seller.

18. 包装：商品必须按照买方说明进行装运包装，若无，则以足以确保商品完好无损交付的方式包装。商品应按照所有适用法律、标准和法规进行标记标注。除非购买时取得书面同意，否则不得对包装、装箱或货箱收取任何费用。任何材料未经能确保运输过程得以适当保护的包装，其损坏应由卖方承担。

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

19. 保密性：卖方从买方处获得的被买方认定为机密或专有的或由卖方在合理认为应强制执行保密义务的情况下获得的所有信息应 (i) 以保密方式接收， (ii) 应保留买方所属财产性质， (iii) 不得向第三方披露，并且 (iv) 卖方应仅在履行本订单所需范围内使用。如果卖方未能遵守本节规定，买方除了行使可能拥有的其他权利和救济外，有权终止本订单，并且没有义务在终止日期后接受交付或对终止前交付的已完成商品或已履行服务的之外内容付款。

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

20. 转让：未经买方事先书面同意，卖方不得转让本订单或本订单项下的任何权利。任何未经买方事先书面批准的转让均无效。



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

21. 违约取消：除本订单可提供的救济外，买方保留在卖方未能履行或遵守本订单的条款和条件或未能对阻止危及订单履行的情况取得进展且在收到买方指明此类问题的书面通知后十 (10) 日内未纠正时取消全部或任意部分订单的权利并且无需承担任何责任。买方未就之前分期付款行使取消订单权利不构成放弃就后续分期付款行使取消订单权利。在卖方破产，为债权人的利益进行转让，自愿或非自愿提交破产申请，或由卖方或为卖方任命接管人或受托人的情况下，买方有权立即无责取消此订单。

22. Cancellation for Convenience: Buyer may at any time (notwithstanding any other provision in this Order) cancel in whole or in part, the undelivered portion of the Goods or Services by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of this Order except as may be necessary to preserve and protect the work and materials then in process. Seller shall use its best efforts to cancel and terminate all then existing orders placed by Seller which are chargeable to the cancelled portion of this Order. In the event of such termination and if Seller is not in default hereunder, Buyer shall pay Seller, in addition to the price for all conforming Goods or Services previously delivered to and accepted by Buyer in accordance with the terms and conditions of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the cancelled portion of this Order, which payments(s) shall be in full settlement of all claims by Seller arising out of such cancellation, provided that Seller delivers to Buyer all goods, services and raw materials paid for by Buyer.

22. 便利取消：买方可随时（即使本订单有其他规定）通过书面通知卖方全部或部分取消商品或服务的未交付部分，卖方应在收到此类通知后立即终止与本订单已取消部分相关的所有工作，因维护和保护当前正在进行的工作和材料而可能必要的除外。卖方应尽最大努力取消和终止卖方当前所下可计入本订单取消部分的所有订单。发生此类终止情况时，如果卖方没有违反本协议，除了先前根据本订单的条款和条件交付给买方并被买方接受但先前未付款的所有合格商品或服务的价格之外，买方还应向卖方支付本订单取消部分相关的所有合理直接成本，此项支付应已结清卖方因订单取消产生的全部索偿，前提是卖方向买方交付所有已支付的商品、服务和原材料。

23. Code of Business Conduct and Ethics: Buyer's parent company, Carlisle Companies Incorporated, has adopted a Code of Business Conduct and Ethics, which can be found at <https://www.carlisle.com/who-we-are/corporate-governance/business-code-of-ethics/Business-Code-of-Ethics---English/default.aspx> (the "Code"). Seller shall comply with the Code. Any violation of the Code is grounds for termination of this Order by Buyer for default.



23. 商业行为和道德准则：买方母公司 Carlisle Companies Incorporated 实施一套商业行为和道德准则，见 <https://www.carlisle.com/who-we-are/corporate-governance/business-code-of-ethics/Business-Code-of-Ethics---English/default.aspx>（下称“准则”）。卖方应遵守本准则。任何违反本准则的行为将作为买方提出订单违约取消的依据。

24. Conflict Minerals: Buyer is committed to sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer's corporate policies, legal obligations and existing international standards, and Seller agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

24. 冲突矿产：买方承诺根据买方公司政策、法律义务和现有国际标准从受冲突影响和高风险地区采购矿产，卖方同意在买方合理要求时向买方提供供应链数据，使买方及其客户能够履行《多德-弗兰克华尔街改革和消费者保护法》规定的法律义务。

25. Limitation of Buyer's Liability. **BUYER'S ENTIRE LIABILITY TO SELLER OR ANY THIRD PARTY, IF ANY, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY STATUTORY CLAIM, IS LIMITED SOLELY TO THE PRICE STATED IN THIS ORDER, NOTWITHSTANDING THE FOREGOING LIMITATION, BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS ORDER, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION.**

25. 买方责任限制。买方对卖方或任何第三方（如有）因侵权、合同或其他原因产生的任何索赔、要求、诉因，包括与任何法定索赔有关的全部责任，仅限于本订单规定价格，尽管有前述限制，买方不因本订单项下发生的特殊、间接、经济、附带、惩戒性、惩罚性或后果性损失或以其他方式与销售、购买或商品或服务使用相关的损失负责，包括利润损失、业务中断或业务声誉的损害，无论其主张基于什么观点（包括但不限于侵权、违约、违反保证、疏忽、产品责任或法定诉因）。

26. Access to Records: Buyer shall have access to and the right to examine any directly pertinent books, documents, papers and records of Seller related to this Order until the expiration of three (3) years after final payment under this Order. Seller agrees to keep and maintain such records for such period of time.

26. 查阅记录：在本订单最终付款后三(3)年内，买方应有权查阅与本订单有关的任何卖方直接相关之账簿、文档、文件和记录。卖方同意在此期间保留和维护此类记录。

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

27. 弃权：本协议为买方保留的救济应是累积性的，是支付其他或进一步合法公正救济的补充，并且买方对违反本订单任何规定之主张的弃权不构成对任何其他违反此类规定之主张的弃权。



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

28. 管辖法律：本协议以及与此相关的所有权利和义务均受纽约州法律管辖并据其解释。纽约州法院对买方、卖方以及与本订单引起的任何争议、索赔或裁决有关的所有标的物拥有完全专属管辖权。

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

如果本协议所述的条款和条件的任何部分无效或不可执行，该部分将被视为可分割，除无效部分外，条款和条件的其余部分仍然有效。