



<p>GENERAL TERMS AND CONDITIONS FOR PURCHASE OF NON-PRODUCTION GOODS (INCLUDING EQUIPMENT) OR IN-PLANT SERVICES</p> <p>1. Purpose and Use; Defined Terms.</p> <p>1.1 Purpose and Use. These Terms and Conditions for Purchase of Non-Production Goods (Including Equipment) or In-Plant Services (the “Terms”) apply to the purchase of items by Guardian Industries Holdings, LLC or its direct or indirect subsidiaries, including Guardian Glass, LLC or one of its direct or indirect subsidiaries (collectively referred to in these Terms as “Guardian”) if a Buyer chooses to contract with Seller to purchase goods or services, as applicable. Section 2 describes how the Parties may enter into a binding contract for the Work. The applicable rights, obligations and liabilities of each Buyer under a Contract are solely those of such Buyer and neither Guardian or any of its Affiliates or any other Buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Guardian or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others. The Goods or Services, as applicable, may be more fully described in the Guardian-approved specification referenced in the RFQ, Commercial Agreement or Purchase Order, and/or Seller’s published specification, regardless of format, to the extent that it does not conflict with or is inconstant with the specifications that are otherwise referenced in the Contract (the “Specification”). Changes to these Terms are not part of the Contract unless Buyer expressly agrees to them in writing. The terms set forth in the following sections will be applicable to Seller and Seller Group at all times during the Term whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties: Section 4.3(a) (Indemnity); Section 4.1 (Safety); Section 4.3(d) (Seller’s Insurance); Section 4.2(c) (Compliance with Laws); Section 8.1 (Confidentiality); and Section 8.11 (Publicity and Use of Names and Marks).</p>	<p>非生产货物（包括设备）或工厂内服务采购的通用条款和条件</p> <p>1. 目的和用途；定义的术语</p> <p>1.1 目的和用途。本非生产货物（包括设备）或工厂内服务采购的条款和条件（以下简称“条款”）适用于 Guardian Industries Holdings, LLC 或其直接或间接子公司的采购事项，其中可能包括但不限于 Guardian Glass, LLC 或其直接或间接子公司之一，（在本条款中统称为“Guardian”），如果买方选择与卖方签订合同购买货物或服务（如适用）Guardian。第 2 节描述了双方如何就工作签订具有约束力的合同。这份“合同”中每个买方的适用权利、义务和责任完全由此类买方承担，Guardian 或其任何附属公司或任何其他买方都不对此类买方的任何义务或责任负责。在任何情况下，Guardian 或非特定合同的任何买方都不会对他人的义务负共同连带责任。货物或服务（如适用）可在询价单、商业协议或采购订单和/或卖方公布的规格（无论其格式如何，只要其不与本合同中以其他方式提到的规格相冲突或不一致即可）中引用的 Guardian 批准的规格（以下简称“规格说明”）中进行更详细地描述。除非买方明确书面同意，否则对本条款的更改不属于合同的一部分。无论各方之间是否存在任何有效的采购订单或商业协议，以下各节中规定的条款在合同期限内都适用于卖方和卖方集团：4.3(a)条（赔偿）；4.1条（安全）；4.3(d)条（卖方保险）；4.2(c)条（法律的遵守）；8.1条（机密）；以及8.11条（名称及标记的公开及使用）。</p>
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1.3 Certain Defined Terms. “Affiliate” of an entity means any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity. “Buyer” is the Guardian entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. “Commercial Agreement”, if entered into by the Parties, is a written document signed by Buyer and Seller, describing the purchased Goods or Services, and setting forth the commercial terms for purchase of Goods and Services and may be used in lieu of or with a Purchase Order to evidence Buyer’s purchase of Goods and Services. The Commercial Agreement may be in the form of a SOW. A Commercial Agreement is not binding unless it is signed by both Parties. The “Contract,” if entered into by the Parties, is comprised of (a) these Terms, (b) the applicable Purchase Order and applicable Commercial Agreement, (c) the Specifications, if applicable, (d) the SOW, if applicable and signed by both Parties, (e) the applicable Buyer’s then-current Supplier Quality Manual, (f) any other document specifically agreed to by the Parties in writing which reference these Terms. “Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting securities, by contract, or otherwise. “Effective Date” is the date when these Terms are signed by Seller or when Seller otherwise accepts these Terms via Buyer’s electronic procurement system. “Guardian Data” means any information in digital format that can be transmitted or processed, including, without limitation, process data, equipment status data, alarm data, and KPI data, that is produced by or inputted into the Goods or Services that are the subject of the applicable Contract between Buyer and Seller and Personal Data. “Goods” means the goods identified in any applicable Purchase Order or other applicable Commercial Agreement, which may include without limitation equipment, tooling, dies, molds. “Party” means Buyer or Seller, as applicable. “Personal Data” means any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person, including but not limited to name, address, telephone number, email address, government issued identification number, date of birth, biometric data, geolocational data, and any other personally identifiable information that is stored in the Goods or Services that are the subject of the applicable Contract between Buyer and Seller. “Purchase Order” is a document that may be issued by Buyer to Seller to evidence Buyer’s purchase of Goods and/or Services. “Purchase Price” means the price for the Work to be paid by Buyer to Seller as set forth in the Purchase Order or Commercial Agreement. “RFQ” means the request for quotation, request for proposal, or similar document, issued by Buyer for the Goods and/or Services. “Seller” means the entity from which the Buyer purchases Goods or Services. “Seller Group” means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives and invitees. “Services” means the services identified in a Purchase Order, Commercial Agreement, Specification, SOW or one of more of such documents. “SOW” is a Statement of Work that the Parties may use to set out the commercial terms of the

1.3 某些定义的术语。“关联方”是指通过一个或多个中间人直接或间接控制该实体、由该实体控制或与该实体受共同控制的任何其他实体。“买方”是采购订单或双方在其他适用商业协议中确定的Guardian 实体。“商业协议”，如果由双方签订，是一份由买卖双方签署的书面文件，其中包括描述购买的货物或服务，并阐明货物和服务购买的商业条款，可用于代替或与采购订单一起证明买方购买货物和服务。商业协议可以是工作说明书的形式。除非双方签字，否则商业协议不具有约束力。“合同”，如果由双方签订，则由以下部分组成 (a) 本条款，(b) 适用的采购订单和适用的商业协议，(c) 规格说明（如适用），(d) 工作说明书（如果适用），并由双方签字，(e) 适用的买方当时的供应商质量手册，(f) 双方书面明确同意的，提及本条款的任何其他文件。“控制”（及其有相关含义的术语，“受控制”和“受共同控制”）是指，就任何个人或实体而言，直接或间接拥有主导或促成主导另一个人或实体的管理或政策的权力，无论是通过所有权或投票权的证券，或是通过合同或其他方式。“生效日期”是指卖方签署本条款或卖方通过买方的电子采购系统接受本条款的日期。“Guardian 数据”是指可以传输或处理的数字格式的任何信息，包括但不限于由作为买方和卖方之间的适用合同标的的商品或服务产生或输入到其中的工艺数据、设备状态数据、报警数据、KPI 数据，以及个人数据。“货物”指任何适用采购订单或其他适用商业协议中确定的货物，包括但不限于设备、工具、塑模、冲模等。“个人数据”是指直接或间接识别自然人或与可识别的自然人相关的任何数据、信息或记录，包括但不限于姓名、地址、电话号码、电子邮件地址、政府颁发的身份证号码、出生日期、生物特征数据、地理定位数据以及存储在作为买方和卖方之间的适用合同标的的商品或服务中的任何其他可识别个人信息。“采购订单”是买方发给卖方的证明买方购买货物和/或服务的文件。“采购价格”是指采购订单或商业协议中规定的由买方支付给卖方的工作的对价。“询价单”是指买方就货物和/或服务发出的报价请求、建议书请求或类似文件。“卖方”是指买方从其处购买货物或服务的实体。“卖方集团”是指卖方、其分包商及其各自的雇员、分包商、代理人、代表和受邀者。“服务”指采购订单、商业协议、规格说明、工作说明书或其中一份或多份文件中确定的服务。“SOW”是工作说明书，双方可使用该工作说明书规定待履行服务的商业条款。除非双方签字，否则工作说明书对双方无约束力。“工作”是指货物和服务（如根据同一合同同时购买），货物或服务（如根据单独合同单独购买）。

<p>Services to be performed. A SOW is not binding on the Parties unless it signed by both Parties. “Work” means the Goods and Services collectively when purchased together under the same Contract and individually if purchased under separate Contracts.</p> <p>2. Forming a Contract.</p> <p>2.1 With RFQ. If Seller has received an RFQ from Buyer, this Section 2.1 applies.</p> <p>(a) Submitting Quotations. Seller must submit its quotation in writing, and it must be signed by Seller’s authorized representative.</p> <p>(b) Meaning of Quotations. Seller’s quotation is deemed to be an offer to sell on precisely the basis set forth in these Terms and the Specifications provided as part of the RFQ. If Seller wishes to quote on a different basis or to change any of the terms, Seller must seek amended specifications or conditions from Buyer before Seller submits its quotation. Seller’s quotation will be open for acceptance for the time specified in the Specifications (if no time is specified, for three months).</p> <p>(c) Acceptance and Forming a Contract. Buyer reserves the right to reject any offer in its sole discretion. Seller and Buyer have a binding agreement with respect to the Work when Buyer either: (i) accepts Seller’s offer by delivering Seller a Purchase Order in response to Seller’s quotation and (A) the price on the Purchase Order matches the price in the quotation; or (B) the price on the Purchase Order is different from the price on the quote and Seller confirms Seller’s acceptance of the change by accepting the Purchase Order or beginning work; or (ii) enters into a Commercial Agreement with Seller in response to Seller’s quotation. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.</p> <p>2.2 Purchase Order – Acceptance and Contract Formation. If Seller has not submitted a quotation to Buyer in response to an RFQ, this Section 2.2 applies. Seller and Buyer have a binding agreement with respect to the Work when Seller accepts Buyer’s Purchase Order, which is deemed to include these Terms. Purchase Order acceptance occurs when Seller (a) begins or continues to perform the Work; or (b) accepts the Purchase Order; or (c) enters into a Commercial Agreement with Buyer. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.</p> <p>2.3 Order of Precedence. If there is a conflict between any of the documents that comprise the Contract, the order of precedence is: (a) the applicable Purchase Order and Commercial Agreement, as applicable, (b) the SOW, (c) the Specification, (d) these Terms and (e) the applicable Buyer’s then-current Supplier Quality Manual. For the avoidance of doubt, a Purchase Order may only supplement these terms with respect to pricing, schedule, and other specific aspects of the Goods or Services and not as to general terms and conditions related to the supply of Goods or Services that are otherwise provided for in these Terms. Buyer expressly objects to, and does not accept, any changes or additions to the Contract that</p>	<p>2. 合同成立</p> <p>2.1 已有询价单。如果卖方收到了买方的询价单，则本节 2.1 节适用。</p> <p>(a) 提交报价。卖方必须以书面形式提交其报价，并由卖方授权代表签字。</p> <p>(b) 报价的含义。卖方的报价被认为是在本条款和作为询价单一部分提供的规格说明中规定的基础上进行销售的报价。如果卖方希望在不同的基础上报价或更改任何条款，卖方必须在提交报价前向买方寻求修改后的规格说明或条件。卖方的报价将在规格说明中指定的时间内开放供接受（如果没有指定时间，则为三个月）</p> <p>(c) 接受并签订合同。买方保留自行决定拒绝任何报价的权利。当买方：（i）通过向卖方发送采购订单来回应对卖方的报价，表示接受卖方的报价；并且（A）采购订单上的价格与报价中的价格相匹配；或（B）采购订单上的价格与报价中的价格不同，但是卖方通过接受采购订单或开始工作来确认卖方接受变更；或（ii）根据卖方报价与卖方签订商业协议，卖方和买方就该工作达成具有约束力的协议。如果卖方在收到订单后 5 个工作日内未以书面形式拒绝，则视为卖方已接受订单。</p> <p>2.2 采购订单-接受和合同成立。如果卖方没有根据询价单向买方提交报价，则第 2.2 节适用。当卖方接受买方的采购订单时，卖方和买方就工作达成了具有约束力的协议，该协议被视为包括本条款。当卖方（a）开始或继续工作；或（b）接受采购订单；或（c）与买方签订商业协议时，采购订单被接受。如果卖方在收到订单后 5 个工作日内未以书面形式拒绝，则视为卖方已接受订单。</p> <p>2.3 优先顺序。如果构成合同的任何文件之间存在冲突，优先顺序为：（a）适用的采购订单和商业协议（如适用）；（b）工作说明书；（c）规格说明；（d）本条款；（e）适用的买方当时的供应商质量手册。为免生疑问，采购订单仅可对这些条款进行补充，包括货物或服务的定价、时间表和其他具体方面，而不包括在本条款中另有规定的，与货物或服务供应相关的一般条款和条件。买方明确反对并不接受卖方对合同所做的任何变更或补充，除非各方明确书面同意，否则此类变更或补充不属于合同的一部分。</p>
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<p>Seller makes and no such changes or additions are part of the Contract unless each Party expressly agrees to them in writing.</p> <p>2.4 Affiliate Adoption. Seller agrees that if any Affiliates of Guardian or Buyer wish to purchase Goods or Services from Seller by issuing Purchase Orders or entering into other Commercial Agreements with Seller (an “Affiliate Contract”), these Terms will be incorporated by reference in any such Affiliate Contract as if these Terms were separately executed by such Affiliate (and solely by such Affiliate) without reference to such terms for Guardian companies but which must be specifically referenced for any Affiliate that is not a Guardian company, provided, however, that (i) such Affiliate Contract may contain such additional supplementary provisions or amendments to these Terms as Affiliate and Seller may agree upon in writing and (ii) if there is a conflict between the terms of the Affiliate Contract and these Terms, the Affiliate Contract controls. For purposes of such Affiliate Contract, the term “Buyer” in these Terms will be deemed to apply to such Affiliate. The applicable rights, obligations, and liabilities of a Buyer under an Affiliate Contract will be solely those of such Buyer and none of the Affiliates or Guardian will be responsible for any obligations or liabilities of such Buyer under an Affiliate Contract. The applicable rights, obligations, and liabilities of the Affiliate Buyer will be solely those of the Affiliate, and neither Guardian nor any other Buyer will be responsible for any obligation or liabilities of the Affiliate Buyer under such Affiliate Contract. Under no circumstances will Guardian or any of the Affiliates be jointly or severally liable for the obligations of others.</p> <p>3. Communication. If a representative of Buyer is identified in the Contract or otherwise identified in writing to Seller (“Buyer’s Representative”) that person is Buyer’s first point of contact and, except in an emergency (and then only to the extent made necessary by the emergency), Seller will not act on instructions from anyone else. Buyer may change Buyer’s Representative upon written notice or through notification via Buyer’s electronic procurement system. Seller’s representative as identified in the Contract or otherwise in writing (“Seller’s Representative”) is the person through whom all communication to Seller’s Group regarding the Work will be conducted.</p> <p>4. Seller Responsibilities.</p> <p>4.1 Safety. Safety is a top priority for Guardian; Seller will comply with the following:</p> <p>(a) Seller Responsible for Safety. Seller is responsible for the safety of the employees of Seller Group, as well as Buyer’s employees, guests and other contractors who may be affected by the Work. Seller will take all necessary steps to minimize the risk of harm or accident that may result from the Work. Seller will establish and enforce appropriate safety, health and work procedures for the jobs being performed, and will comply with all applicable laws and regulations and the balance of this Section 4.</p> <p>(b) Injuries. All injuries must immediately be reported to the Buyer project manager or designee, as applicable, and the Plant Safety Officer, and an accident report must be completed immediately. Seller will provide Buyer with any information that Guardian or Buyer requests regarding such injuries.</p>	<p>2.4 关联方采用。卖方同意，如果 Guardian 或买方的任何关联方希望通过签发采购订单或与卖方签订其他商业协议（“关联方合同”）向卖方购买货物或服务，则这些条款将通过引用方式纳入任何此类关联方合同中，如同这些条款是由该等关联方单独签署的一样（且仅由该关联方签署），此类条款对 Guardian 公司而言无需特别引用，但对任何非 Guardian 公司的关联方则需特别引用，但前提是 (i) 该关联方合同可能包含关联方和卖方书面同意的对这些条款的补充条款或修订，以及 (ii) 如果关联方合同的条款与本条款之间存在冲突，则应遵照关联方合同。就此类关联方合同而言，本条款中的“买方”一词将被视为适用于此关联方。关联方合同下买方的适用权利、义务和责任仅为该买方的权利、义务和责任，关联方或 Guardian 均不对该买方在关联方合同下的任何义务或责任负责。关联方买方的适用权利、义务和责任仅为关联方的权利、义务和责任，Guardian 或任何其他买方均不对关联方买方在该关联方合同下的任何义务或责任负责。在任何情况下，Guardian 或任何关联方均不对他人的义务承担连带责任。</p> <p>3. 沟通。如果合同中确定了某位买方代表，或以书面形式向卖方确认了该代表（以下简称“买方代表”），则该代表是买方的第一联系人，除了在紧急情况之外（且只有在紧急情况导致有必要的范围内），卖方不会按照任何其他人的指示行事。买方可通过书面通知或通过买方电子采购系统通知的方式更换买方代表。合同或以书面形式确定的卖方代表（“卖方代表”）是指与卖方集团就工作进行所有沟通的人员。</p> <p>4. 卖方责任</p> <p>4.1 安全。安全是 Guardian 最优先考虑的事项。卖方遵守下列规则：</p> <p>(a) 卖方对安全负责。卖方应负责卖方集团的员工以及可能受工作影响的买方员工、客人和其他承包商的安全。卖方应采取一切必要措施，将工作可能造成的伤害或事故风险降至最低。卖方将为正在执行的工作建立和执行适当的安全、健康和工作程序，并遵守所有适用的法律和法规以及本第 4 条的其余章节。</p> <p>(b) 损伤。所有损伤必须立即报告给买方项目经理或指定人员（如适用）和工厂安全员，并且必须立即完成事故报告。卖方应向买方提供 Guardian 或买方要求的有关此类损伤的任何信息。</p>
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<p>(c) Clean Work Site. Seller will protect the place where the Work is performed from accumulation of trash or debris during the Work. Seller will remove all trash and debris so that the work site is left clean and neat during, and at the end of each working day and at the end of Seller's performance of the Work. If Seller does not leave the work site clean and neat, Buyer may have the work site cleaned, and Seller will reimburse Buyer for the reasonable cost of the clean-up. Unless otherwise agreed by Buyer, Seller will arrange for proper disposal of all trash and debris at Seller's expense.</p> <p>(d) Preventing Property Damage. Seller is responsible for the protection of the plant and equipment where Seller is working and all materials, from damage, including damage caused by Seller Group. Seller will immediately report to the Buyer project manager or designee any property damage caused by Seller or a member of Seller Group.</p> <p>(e) Specific Safety Rules. In addition to the general requirements noted above, and without limiting Seller's overall responsibility for safety, Seller will comply, and ensure that all members of Seller Group comply with the rules, policies, and guidelines of the Buyer plant where the Work is performed and with the following specific rules:</p> <p>(i) Seller Group will be subject to all provisions of the Buyer Contractor Management Standard and any Buyer issued Contractor Management Plan (collectively, the "Safety Standard"), including without limitation, following all of Buyer's plant and Occupational Safety and Health Administration (OSHA) policies and procedures wherever applicable and other regulatory policies. Buyer may require that a risk assessment be completed before Work begins. The risk assessment will either be completed by Seller with Buyer's assistance or by Buyer with Seller's assistance, as determined by Buyer. The results of the risk assessment will be comprehensively reviewed with Seller Group before engaging in Work. If there is a conflict between the Safety Standard and the safety requirement set forth in these Terms, the Safety Standard will control and govern.</p> <p>(ii) Clear, industrial safety glasses meeting ANSI standard Z87 or similar standard applicable in the jurisdiction where the Work is performed, with side shields, and safety shoes must be worn in the facility always.</p> <p>(iii) No cutting or welding is permitted without the approval of the Buyer project manager or designee and the maintenance superintendent.</p> <p>(iv) Do not alter (disconnect or connect) any electrical or other utility service to any part of the plant without the approval of the Buyer project manager or designee and the maintenance superintendent.</p> <p>(v) Follow Buyer's Hazardous Materials Communication Program and Environmental Program and procedures for each and/or such similar regulatory requirements that may exist in the jurisdiction where the Work occurs.</p> <p>(vi) Vehicles of the Seller Group are permitted in the Buyer facilities only when dropping off or picking up material or equipment. Park in designated areas only. Seller Group employees are not permitted in the Buyer's facility outside the</p>	<p>(c) 清理工作现场。卖方应保护工作现场，防止工作期间垃圾或杂物堆积。卖方应清除所有垃圾和杂物，并在每个工作日结束时和卖方工作结束时扫清工作现场，保持工作现场干净整洁。如果卖方未将工作现场保持干净整洁，买方可将工作现场清理干净，卖方应赔偿买方清理的合理费用。除非买方另行约定，卖方应安排妥善处理所有垃圾和杂物，费用由卖方承担。</p> <p>(d) 防止财产损失。卖方负责保护卖方工作的装置和设备以及所有材料免受损坏，包括卖方集团造成的损坏。卖方应立即向买方项目经理或指定人员报告卖方或卖方集团成员造成的任何财产损失。</p> <p>(e) 具体的安全规则。除上述一般要求外，在不限制卖方整体安全责任的情况下，卖方应遵守并确保卖方集团的所有成员遵守买方厂房的规则、政策和指导方针，以及以下具体规则：</p> <p>(i) 卖方集团将遵守买方承包商管理标准和任何买方发布的承包商管理计划（统称为“安全标准”）的所有规定，包括但不限于遵守买方工厂和职业安全与健康管理局（OSHA）的所有政策和程序（如适用），以及其他监管政策。买方可要求在工作开始前完成风险评估。风险评估将由卖方在买方的协助下完成，或由买方在卖方的协助下完成，由买方决定。风险评估的结果将在开始工作前由卖方小组进行全面审阅。如果安全标准和这些条款中规定的安全要求之间存在冲突，则应遵从安全标准。</p> <p>(ii) 须始终在工厂内佩戴符合 ANSI 标准 Z87 或适用于工作所进行的地区的类似标准的带侧护罩的透明工业安全眼镜，和穿着安全鞋。</p> <p>(iii) 未经买方项目经理或指定人员和维护主管批准，不得进行切割或焊接作业。</p> <p>(iv) 未经买方项目经理或指定人员和维护主管批准，不得改变（断开或连接）厂房任何部分的任何电气或其他公用设施服务。</p> <p>(v) 遵循买方的危险品沟通计划和环境保护计划，以及工作所在地可能存在的每个和/或类似监管要求的程序。</p> <p>(vi) 卖方集团的车辆只允许在买方厂内装卸材料或设备。车辆只能停在指定区域。卖方集团员工不得在买方设施工作区域以外的地方工作。买方有权检查进出买方厂区的车辆。</p>
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<p>area of the Work. Buyer reserves the right to check the vehicles entering or leaving Buyer's facilities.</p> <p>(vii) The following are not permitted in a Buyer at any time: weapons; drugs or alcohol; private radio transmissions; aluminum cans (at Guardian float facilities only); smoking; short pants; bare shoulders; open toe shoes; torn pants or shirts; or other clothing jewelry, or hairstyles presenting a safety hazard. The determination of a safety hazard will be made solely by Buyer's Health and Safety Manager or designee.</p> <p>(viii) Weapons are not permitted on any Buyer property at any time (including weapons stored in any vehicle or container), regardless of whether an individual has a valid permit to carry a weapon. Weapons include firearms, explosives, air rifles or pistols, and knives (except small pocket knives with blades no longer than three inches).</p> <p>(ix) Neither Seller nor any member of Seller Group is permitted in the facility outside the Work area.</p> <p>(f) Safety Concerns. If, in Buyer's sole judgment, any member of Seller Group is performing Work or is preparing to perform Work in an unsafe manner, including, without limitation, failing to follow any safety requirement set forth in this Section 4.1, then Buyer may notify Seller or Seller Group to immediately stop work. If Buyer gives such notice, all of part of Seller Group, as determined by Buyer, will immediately stop work, expeditiously resolve the safety concern and provide regular updates to Buyer regarding its progress. All or part of Seller Group, as determined by Buyer, cannot resume work until Seller receives written notice from Buyer that, in Buyer's sole judgment, the safety concern is resolved. During the period of stopped work, Buyer will have no liability whatsoever to any member of Seller Group under the Contract or otherwise and Seller will reimburse Buyer for any costs associated with the work stoppage.</p> <p>(g) The Environment and Disposal of Hazardous Materials. All members of Seller Group must comply with all applicable environmental laws and follow the instructions of Buyer's Environmental Manager and designee concerning compliance with environmental laws and policies. Seller must notify Buyer in advance of, and provide Safety Data Sheets for, any hazardous or regulated materials that any member of Seller Group brings onto Buyer's site, including any such materials that are incorporated in or part of any goods purchased by Buyer. No member of Seller Group is permitted to dispose of any hazardous or regulated material, or any materials that are suspected of being contaminated by chemicals or by hazardous or regulated materials, from a Buyer facility without obtaining written clearance in advance from Buyer's environmental manager or designee and ensuring that the disposal complies with applicable laws and that all necessary regulatory filings and are properly completed. Seller will and will cause the applicable member of Seller Group to, promptly provide any information requested by Buyer related to the creation or disposal of any hazardous or regulated material that was generated at or obtained from a Buyer site.</p> <p>(h) Data Protection and Security. If the applicable Goods or Services collect, retain or store Guardian Data, the provisions set forth in Attachment C to these Terms also apply.</p>	<p>(vii) 买方在任何时候都不允许携带以下物品或有以下行为：武器；毒品或酒精；私人无线电传输设备；铝罐（仅限 Guardian 的浮式设施）；吸烟；穿着短裤；露肩衫；露趾鞋；有破洞的裤子或衬衫；或其他有安全隐患的衣服、珠宝或发型。安全隐患的确定将仅由买方的健康和安全管理人員或指定人員进行。</p> <p>(viii) 无论个人是否持有携带武器的有效许可证，任何时候在任何买方场地均不得出现任何武器（包括储存在任何车辆或容器中的武器）。武器包括枪械、炸药、气枪或手枪，以及刀具（刀刃不超过 3 英寸的小刀除外）。</p> <p>(ix) 卖方或卖方集团的任何成员均不得进入工作区以外的设施。</p> <p>(f) 安全问题。如果根据买方的判断，卖方集团的任何成员正在或准备以不安全的方式执行工作，包括但不限于未能遵守第 4.1 节中规定的任何安全要求，则买方可通知卖方或卖方集团立即停止工作。如果买方发出此类通知，则根据买方的决定，卖方集团的所有成员将立即停止工作，迅速解决安全问题，并定期向买方汇报有关其进度的更新。根据买方的决定，卖方集团的全部或部分人员在收到买方的书面通知，即买方认为安全问题已得到解决之前，不得恢复工作。在停工期间，买方对合同或其他规定下的卖方集团的任何成员不承担任何责任，卖方应赔偿买方与停工有关的任何费用。</p> <p>(g) 环境与有害物质的处理。卖方集团的所有成员必须遵守所有适用的环境法，并遵守买方的环境管理人員和指定人員关于遵守环境法律和政策的指示。卖方必须提前通知买方，并提供卖方集团的任何成员带到买方现场的任何危险或受管制材料的安全数据表，包括买方购买的任何货物中包含的或属于其一部分的任何此类材料。未经买方环境管理人員或指定人員事先书面许可，卖方集团任何成员不得在买方设施处理任何危险或管制材料，或任何怀疑被化学品或危险或管制材料污染的材料，并确保处理方式遵守适用法律，填写所有必要的监管文件。卖方将并将促使卖方集团的适用成员及时提供买方要求的与在买方现场产生或从买方现场获得的任何危险或管制材料的制造或处理有关的任何信息。</p> <p>(h) 数据保护和安。如果适用的商品或服务收集、保留或存储 Guardian 数据，则本条款附件 C 中规定的条款也适用。</p>
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<p>4.2 Performing the Work:</p> <p>(a) Quality. All Work that Seller Group performs, and the materials furnished will be of the highest quality and conform to best practices in the relevant industry. Unless the Specifications expressly require otherwise, all materials and equipment will be new and of the latest design. The Work will comply with the applicable building codes of the federal, municipal, state, provincial or other unit of government having jurisdiction where the Work is performed and all other applicable laws.</p> <p>(b) Timeliness; Acceleration of Work.</p> <p>(i) Timeliness. Seller will deliver the Goods and complete the Services expeditiously per the schedule included in the Commercial Agreement or one or more of the Purchase Order, Specifications or SOW (the "Work Schedule"). If Buyer requests, Seller will prepare and submit within 5 days after Guardian's request a definitive progress schedule consistent with the Work Schedule. Any extensions of the Work Schedule must be agreed to in writing by the Parties. Seller will, at its expense, do what is necessary to comply with the Work Schedule, including working overtime, weekends, or holidays or providing additional workers if necessary. If Seller believes that completion of the Work will or may be delayed, Seller will promptly notify Buyer's Representative about the delay and the reasons for it immediately upon discovery of the delay or threat of delay. In addition to other remedies that Buyer may have, Seller will pay for, or reimburse Buyer for, at Buyer's option, expedited freight for Work that is delivered late unless the delay is caused solely by Buyer or Force Majeure. The Contract may include cost offsets for late delivery. If the Contract includes a liquidated damages provision, (A) the Parties acknowledge and agree that it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Buyer as a result of Seller's failure to adhere to the Work Schedule, and (B) it is understood and agreed by the Parties that: (I) Buyer will suffer damages by Seller's failure to meet its obligations; (II) any amounts payable under the liquidated damages provision are in the nature of liquidated damages and not a penalty; and (III) such amounts represent a reasonable estimate of the damages that Buyer would likely sustain on account of Seller's failure.</p> <p>(ii) Acceleration of Work. With respect to Work that is performed at a Buyer location, if, in Buyer's judgment, it becomes necessary to accelerate the Work or a portion of the Work, Seller, when ordered, will reallocate resources to such other point or points requiring such accelerated Work. If Buyer desires the Work to be performed on a shorter overall timeline than is set forth in the Work Schedule, Seller will, without affecting the rights of Buyer under the Contract, upon receipt of a written order from Buyer's Representative specifically setting forth a request pursuant to this Section 4.2(b)(ii), do what is necessary to perform the Work in a shorter timeline. Only the additional working costs attributable to the shortened timeline approved each day by Buyer or its designee, will be paid by Buyer to Seller, and no overhead, profits, costs, commissions, claims for inefficiencies or otherwise, or other costs or claims shall be charged or due with respect to use of overtime work or the acceleration of performance. This provision will not apply to acceleration of performance made necessary by default of Seller or a member of Seller Group, the cost of which shall be borne solely by Seller. Each member of Seller Group is also bound by this Section 4.2(b)(ii).</p>	<p>4.2 执行工作:</p> <p>(a) 质量。卖方集团执行的所有工作和提供的材料都将具有最高质量, 并符合相关行业的最佳实践。除非规格说明中另有明确要求, 否则所有材料和设备均为全新, 且采用最新设计。本工作将符合联邦、市、州、省或其他有管辖权的政府单位的适用建筑规范以及所有其他适用法律。</p> <p>(b) 准时性; 加速工作。</p> <p>(i) 准时性。卖方将按照商务协议中的进度或一份或多份采购订单、规格说明或工作说明书中的工作进度(“工作进度”)迅速交付货物并完成服务。如果买方要求, 卖方应在Guardian要求后5天内编制并提交一份与工作进度一致的最终进度计划。所有工作进度的延后必须经双方书面同意。卖方将自费采取必要措施来遵守工作进度, 包括加班、在周末或节假日上班, 或在必要时提供额外的工人。如果卖方认为工作完成时间将或可能被延误, 卖方将在发现延误或延误威胁时立即通知买方代表, 并说明延误的原因。除买方可能拥有的其他补救措施外, 卖方将支付或补偿买方选择的迟交工作的加急运费, 除非延误完全由买方或不可抗力造成。合同可能包括延迟交货的成本补偿。如果合同包括违约赔偿条款, (A) 双方承认并同意, 很难或不可能精确地确定由于卖方未能遵守工作进度导致买方产生或可能产生的损害赔偿金额; 同时, (B) 双方理解并同意: (I) 买方会因卖方未能履行其义务而受到损害; (II) 根据违约赔偿规定应支付的任何款项属于违约赔偿金, 而非罚款; 以及 (III) 该等款项代表买方因卖方未能履行其义务而可能遭受的损害的合理估计。</p> <p>(ii) 加速工作。对于在买方所在地执行的工作, 如果买方认为有必要加快工作或部分工作, 卖方在接到命令后将重新分配资源到需要加快工作的其他地点。如果买方希望在比工作进度表中规定的时间更短的时间内完成工作, 卖方将在不影响买方在本合同下的权利的情况下, 在收到买方代表根据第4.2(b)(ii)条明确提出要求的书面命令后, 采取必要措施来在更短的时间内完成工作。但买方或其指定人员批准的缩短的时间每天产生的额外工作成本将由买方支付给卖方, 并且卖方不得就加班工作或提高绩效收取任何管理费、利润、成本、佣金、低效索赔或其他费用, 或其他成本或索赔。本规定不适用于因卖方或卖方集团成员违约导致的必须加速工作, 其费用应由卖方单独承担。卖方集团的每个成员都应受本第4.2(b)(ii)条的约束。</p>
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<p>(c) Complying with Laws; Obtaining Permits. (i) The Work and any goods supplied in connection with the Work must comply with all applicable federal, state, and local laws, rules, and regulations (including but not limited to those related to safety and the environment) where the Goods will be located, and the Services performed. The Work must be free of ozone depleting materials and asbestos. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal or regulatory requirements, it will notify Buyer in writing and obtain Buyer's instructions before acting. Unless the Contract expressly states otherwise, Seller will obtain all necessary permits. (ii) Each member of Seller Group will at all times comply fully with all applicable laws and regulations in its performance of the Contract, including but not limited to safety and the environment, and shall neither take nor refrain from taking any action impermissible, penalized, and/or that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Chapter V) ("OFAC") or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach, or the breach by a member of Seller's Group, of the preceding sentence constitutes cause for immediate termination of the Contract and any or all Purchase Orders. (iii) Upon request, Seller must provide to Buyer a set of shipping documents and information including but not limited to the Country of Origin (COO) certificates and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Goods (including Goods that may be provided as part of Services performed) supplied pursuant to an Order, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any. Upon request, Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of products purchased by Seller and to promptly provide Buyer with such documents and certificates. In all cases where Seller is acting as the exporter, Seller must also provide the COO and export classification information to Buyer via the packing list and the customs invoice, and Seller is responsible for obtaining any required licenses or other approvals from the applicable customs authorities. (iv) Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Buyer with such documents and certifications as requested by Buyer pursuant to Section 1502 of the Dodd-Frank Act relating to Conflict Minerals. (v) Seller shall not purchase materials from any country sanctioned by OFAC. Please consult https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx for the latest list. Seller will also communicate and hold all tiers of its supply chain to these same standards. (vi) Seller certifies that its business and supply chain is maintained in a lawful and socially responsible way including, among other things, that neither human trafficking nor slavery or forced labor takes place in any part of Seller's business, and that Seller does not use slavery or forced labor in any of its forms, including human trafficking. (vii) During the term of these Terms and for 5 years after, Buyer Group shall have the right, upon reasonable notice and during</p>	<p>(c) 遵守法律；获得许可证。(i) 工作和与工作有关的任何货物必须符合货物所在地和服务执行地的所有适用的联邦、州和地方法律、法规和条例（包括但不限于与安全有关和环境有关的法律、法规和条例）。该工作不得使用消耗臭氧层的材料和石棉。如果卖方认为任何偏离规格说明或工作说明书是满足法律或监管要求所必需的，则卖方将书面通知买方，并在采取行动前获得买方的指示。除非合同另有明确规定，卖方将获得所有必要的许可。(ii) 卖方集团的每个成员在履行合同时，将始终完全遵守所有适用的法律和法规，包括但不限于有关安全和环境的法律法规，不得采取或拒绝采取任何根据适用法律不受允许或会受到处罚的行动，和/或可能导致买方或卖方承担责任的行动，包括《美国反海外腐败法》、《经合组织反贿赂公约》或任何其他适用的反贿赂法律或条约，或美国财政部外国资产控制办公室（31 C.F.R.第五章）（“OFAC”）或美国商务部工业和安全局制定的条例（15 C.F.R.第730部分及以下）卖方或卖方集团成员对上述规定的违反构成立即终止合同和任何或所有采购订单的原因。(iii) 应买方要求，卖方必须向买方提供一套装运单据和信息，包括但不限于原产地 (COO) 证书和适当的出口分类代码，包括（如适用）根据订单提供的每个货物的出口管制分类号（ECCN）和协调关税代码（包括可能作为履行服务的一部分提供的货物），以及足以满足适用的贸易优惠或海关协议（如有）的足够细节。一经要求，卖方同意追踪并证明，或如果卖方并未制造货物，则要求货物制造商追踪并证明卖方购买的产品原产地，并立即向买方提供此类文件和证书。在卖方身为出口商的所有情况下，卖方还必须通过装箱单和海关发票向买方提供COO和出口分类信息，且卖方将负责从相关海关当局获得任何所需的许可证或其他批准。(iv) 卖方同意追踪和证明，或如果卖方不制造货物，买方将要求货物制造商追踪和证明卖方或制造商在货物或部分货物中使用的所有材料或货物或部分货物制造中使用的矿物的原产地，并立即提供买方应根据《多德-弗兰克法案》第1502节的要求提供与冲突矿产有关的文件和证明。(v) 卖方不得从OFAC制裁的任何国家采购材料。有关最新列表，请查看 https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx。卖方还应保证其供应链的每一层都符合这些标准。(vi) 卖方证明其业务和供应链以合法和符合社会责任的方式运营，其中包括，除其他外，卖方业务的任何部分均没有人口贩运、奴役或强迫劳动，且卖方不以任何形式使用奴役或强迫劳动，包括人口贩运。(vii) 在本条款有效期内以及之后的5年内，买方集团有权在收到合理通知后和正常营业时间内，审计和审查与卖方遵守本款相关的卖方记录。(viii) 如果买方从卖方处采购的货物和/或服务用于支持美国政府最终客户或美国政府全部或部分出资的最终客户（或任何有任何要求附加条款的州或市政府），则附加条款，包括 FAR（联邦采购条例）、DFAR（国防部联邦采购条例）、C-TPAT（海关贸易反恐伙伴关系）、欧盟AEO（授权经济运营商）的要求将适用于本合同。卖方承认并同意，卖方将遵守这些条款（如适用），并承诺其没有被美国政府、任何州政府或市政府宣布无资格与美国政府或由美国政府全部或部分出资的最终客户签订合同。</p>
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normal business hours, to audit and review Seller's records in relation to Seller's compliance with this paragraph. (viii) Where the Goods and/or Services procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional terms), the additional terms, including FAR (Federal Acquisition Regulations), DFAR (Defense Federal Acquisition Regulations), C-TPAT (Customs-Trade Partnership Against Terrorism), EU AEO (Authorized Economic Operator) requirements shall apply to the Contract. Seller acknowledges and agrees that it will comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

(d) Complying with Specifications. The Specifications and SOW, as applicable, are intended to describe a finished piece of work. Text and drawings included in the Specifications or SOW are cooperative, and what is called for by either will be as binding as if called for by both. If Seller discovers an apparent error or inconsistency in the Specifications or SOW, Seller will promptly notify Buyer in writing and will not proceed with the Work in uncertainty. If Seller wishes to propose substitutes for any materials specified in the Specifications or SOW, Seller must submit the proposal to Buyer in ample time to prevent delays; no substitutions are permitted without Buyer's written consent. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal requirements, Seller will notify Buyer in writing and obtain its instructions before acting (except where immediate action is needed to prevent injuries or environmental contamination).

(e) Know the Workplace; Leave it as Seller Found it. Seller represents to Buyer that Seller is thoroughly familiar with the conditions under which the Work is to be done, and that Seller has informed itself of the nature and extent of the Work and has made all studies necessary to quote the project and to perform the Work on schedule and for the agreed-upon price, including, without limitation, fully determining the costs and availability of workers, equipment, materials, subcontractors and other elements or resources necessary to perform the Work. No claim for either additional compensation or extension of time due to alleged changed, concealed or unknown conditions will be allowed or recognized by Buyer. If Seller needs plans or other documents from Buyer, Seller must request them in time to maintain the Work Schedule. Seller will leave the areas around the Work as it found them.

(f) Working with Other Contractors. Seller will, and will cause Seller Group to, conduct the Work so as not to interfere with Buyer's general operations or with other contractors that may be at the Buyer location. Buyer or its designee will coordinate the activities of its own employees and each contractor it hires at the location. Seller will, and will cause Seller Group to, participate with Buyer and other contractors by review and coordinating construction schedules (including storage of materials and equipment). If part of the Work depends on proper execution by Buyer or another contractor, Seller will, prior to proceeding with the Work, report to Buyer any discrepancies, defects or delays that would make it impossible for Seller to complete the Work or which may result in a change in the Work Schedule.

(d) 符合规格说明。规格说明和工作说明书（如适用）旨在描述成品。规格说明和工作说明书中包含的文本和图纸是相辅相成的，任何一方要求的内容都将具有约束力，如同双方要求的一样。如果卖方发现规格说明和工作说明书中存在明显错误或不一致，卖方将立即以书面形式通知买方，并且不会在不确定的情况下继续工作。如果卖方希望对规格说明和工作说明书中规定的任何材料提出替代方案，卖方必须在足够的时间内向买方提交该方案以防止延误；未经买方书面同意，不得使用任何替代方案。如果卖方认为任何偏离规格说明或工作说明书的行为对符合法律要求来说是必须的，卖方应在采取行动之前以书面形式通知买方并获得其指示（除非需要立即采取行动防止损伤或环境污染）。

(e) 了解工作场所；保持原样。卖方向买方声明，卖方完全熟悉执行工作的施工条件，并已了解工作的性质和范围，同时，卖方已进行了所有必要的研究，以便按商定的报价和时间完成工程，包括但不限于：确定工人、设备、材料、分包商以及执行工作所需的其他要素或资源的成本和可用性。买方不接受也不承认因声称的条件变更、或隐藏或未知条件而提出的额外赔偿或延期索赔。如果卖方需要买方提供计划或其他文件，卖方必须及时提出要求以保持工作进度。卖方会将工作周围区域保持原样。

(f) 与其他承包商合作。卖方将并将促使卖方集团开展工作，以免干扰买方的一般操作或可能在买方所在地的其他承包商。买方或其指定人员将协调其员工和其雇用的每个承包商在现场的活动。卖方将通过审查和协调施工进度（包括材料和设备的储备）与买方和其他承包商一起参与，并将促使卖方小组参与。如果部分工作取决于买方或其他承包商的正确执行，卖方将在继续工作之前，向买方报告任何可能使卖方无法完成工作或可能导致工作进度变更的差异、缺陷或延误。

<p>(g) Employees and Subcontractors; Immigration and Labor Requirements. Seller will employ only qualified personnel in the performance of the Work. Except where the Contract provides otherwise, Seller will select its own subcontractors. Notwithstanding anything to the contrary in the Contract, Buyer reserves the right to approve or reject subcontractors selected by Seller. Seller is fully responsible to Buyer and to third parties for the actions and omissions of all members of Seller Group, all of which will be deemed the actions and omissions of Seller, and Seller will indemnify and hold Buyer harmless from all consequences of their actions and omissions. Seller must follow and must cause all members of Seller Group to follow, Buyer's personal conduct policies, including but not limited to Buyer's safety policies and procedures, Buyer's Policy Against Harassment and prohibitions against weapons, alcohol and drugs on Buyer's premises and while dealing with Buyer employees or agents. At Buyer's request, Seller will promptly replace on the site any employee or subcontractor who fails to follow Buyer's policies or procedures. If any member of Seller Group uses employees and contractors for the Work that are not citizens of the country of Buyer's plant where the Work is performed, Seller represents and covenants that all applicable immigration and labor requirements are met for members of Seller Group, and that its contractors are appropriately licensed to provide the relevant services.</p> <p>(h) Drawings, Documentation & Packaging.</p> <p>(i) Drawings. If the Contract requires drawings, then: (i) Seller will submit drawings or sets of prints in an orderly fashion per the guidelines of the Contract for review by Buyer's Representative when required by the Work Schedule and in a format acceptable to Buyer. If Buyer returns any prints without approval, Seller will make the requested revisions and will promptly resubmit the corrected prints; (ii) Seller will provide certified copies of each approved print or as specified in the Contract before starting the work described on the approved print.</p> <p>(ii) Documentation.</p> <p>(1) Seller will provide, upon completion of the Work or as otherwise provided in the Contract, complete documentation necessary for the operation, maintenance and repair of the Work, and any additional documentation required by the Contract, in the English language and in the format requested by Buyer, which documentation may include, but is not limited to, as-built drawings, plans, construction layout drawings, working drawings, sketches and specifications (the "Documentation"). The Documentation will also include all documentation necessary for the operation, maintenance, repair, and replacement of all components that Seller obtains from third parties.</p> <p>(2) With respect to equipment purchases, unless the Contract requires otherwise, at the end of equipment design Seller will provide to Buyer a list of spare part components for the equipment which will include the following: the part description, spare part no., the manufacturer's part no., manufacturer name, lead time, the list price, the pack quantity, and Buyer's price. As soon as possible, but no later than the beginning of equipment commissioning, Seller will provide a list of the spare parts that are critical for the equipment to operate per the Specification (the "Critical Spare Parts").</p>	<p>(g) 员工和分包商；移民和劳工要求。卖方将只雇用合格的人员来执行工作。除非合同另有规定，卖方可以选择自己的分包商。尽管合同中有任何相反的规定，买方保留批准或拒绝卖方选择的分包商的权利。卖方对卖方集团所有成员的行为和不作为对买方和第三方负全部责任，所有这些行为和不作为将被视为卖方的行为和不作为，卖方将赔偿买方并使其免受其行为和不作为的所有后果。卖方必须遵守并必须促使卖方集团的所有成员遵守买方的个人行为政策，包括但不限于买方的安全政策和程序、买方在买方场所和与买方雇员或代理人打交道时的防止骚扰和禁止武器、酒精和毒品的政策。应买方要求，卖方应立即更换现场任何不遵守买方政策或程序的员工或分包商。如果卖方集团的任何成员使用非买方工厂所在国公民的员工和承包商进行工作，卖方声明并承诺，卖方集团成员满足所有适用的移民和劳工要求，且其承包商获得适当的许可提供相关服务。</p> <p>(h) 图纸、文件和包装。</p> <p>(i) 图纸。如果合同要求提供图纸，则：(i) 卖方将按照合同的准则有序地提交图纸或一套印刷品，使买方代表可以在工作进度要求时以买方可接受的格式对其进行审查。如果买方退回任何在未经批准的印刷品，卖方将按照要求进行修改，并立即重新提交修改后的印刷品；(ii) 卖方将在开始批准的印刷品上描述的工作之前，提供每个批准的印刷品或合同中规定的经认证的复印件。</p> <p>(ii) 文件。</p> <p>(1) 卖方将在工作完成后或合同中另有规定时，以英语和买方要求的格式完成工作运行、维护和维修所需的文件，以及合同要求的任何其他文件，这些文件可能包括但不限于完工图、平面图、施工布置图、施工图、草图和规格要求（以下简称“文件”）。文件还包括卖方从第三方获得的所有操作、维护、维修和更换部件所需的所有文件。</p> <p>(2) 关于设备采购，除非合同另有要求，在设备设计结束时，卖方应向买方提供一份包括以下内容的设备备件清单：零件说明、备件号、制造商零件号、制造商名称、交货期、标价、包装数量，和买方的价格。卖方应尽快（但不迟于设备调试开始）提供一份设备按规格要求运行所需的关键备件的清单（“关键备件”）。</p>
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<p>(iii) Seller will comply with all packaging instructions in the Purchase Order or issued separately by Buyer and that are required by law. In any event, Seller will: (a) mark each package with quantity, applicable Buyer part number (if any), date of manufacture and/or expiration and any tracking information; (b) include in each package a packing slip showing Seller, quantity, applicable Buyer part number (if any), description of contents, purchase order number, shipper number and whether the shipment is complete or partial; and (c) consecutively number multiple packages comprising a single shipment. Seller will ensure that all documentation, labelling and other written materials are in the English language, legible and complete.</p> <p>(i) Changes. Buyer may request changes in the Work, but Seller should only act on changes that are requested in writing from Buyer's Representative and signed by Buyer and Seller's authorized representative. If any change that Buyer requests requires a change in the price of the Work or the Work Schedule, Seller must provide a written quotation showing the price and effect on the schedule of all changes. Unless the quotation is accepted in writing by Buyer's Representative, no change in the price or the schedule will be permitted. If a change Buyer requests reduces the cost or time required for the Work, Seller will promptly make an equitable adjustment in the price or the delivery schedule. If Seller plans to make any change in the manufacturing or packaging process, Seller will promptly notify Buyer before making such change.</p> <p>(j) Tools and Materials. If any designs, sketches, drawings, blueprints, patterns, dies, molds, masks, models, tools, gauges, equipment, or special appliances are made or procured by Seller especially for producing the equipment or performing the Services and Buyer pays for such items, then they will become Guardian's property immediately upon manufacture or procurement and Seller will maintain a current inventory of those items.</p> <p>(k) Identification of Goods. Seller will, immediately upon Buyer's request, segregate all materials, work in process and completed parts of the Goods, mark all the property that has been paid for through progress payments or otherwise as the property of Buyer, and execute any confirmation or other documents that Buyer may request to protect Buyer's interest in the property whether such property is at Seller's site or an off-site location.</p> <p>(l) Product Support; Spare Parts; Critical Spare Parts.</p> <p>(i) Seller will make product support for the Goods, including subassemblies, spare parts, and service, available to Guardian during the operational life of the Goods or ten (10) years after the acceptance date, whichever is later. If Seller stops selling the Goods, subassemblies, or spare parts, or service, and does not provide for another qualified source, Seller will make available to Buyer all drawings, specifications, and know-how which will enable Buyer to service, and to make, have made or procure the items (including components obtained from third parties) and service under a royalty-free license that is hereby granted. The Parties agreement regarding where Critical Spare Parts will be kept and the payment terms for such Critical Spare Parts, if any, will be specified in the Contract.</p> <p>(ii) If during the Warranty Period, Seller makes any upgrades or improvements to the design or functionality of the Goods, Seller will notify Buyer of such upgrades or</p>	<p>(iii) 卖方应遵守采购订单中的所有包装说明或买方单独提供的所有包装说明以及法律要求。在任何情况下，卖方应：(a) 在每个包装上标明数量、适用的买方零件号（如有）、生产日期和/或有效期以及任何跟踪信息；(b) 在每个包装中包括一份装箱单，注明卖方、数量、适用的买方零件号（如有）、内容说明、采购订单号、发货人编号以及装运是否完整或仅包含部分；以及(c) 为一次装运包含多个包装的连续编号。卖方应确保所有文件、标签和其他书面材料均用英语书写，且字迹清晰、完整。</p> <p>(i) 变更。买方可要求对工作进行变更，但卖方应仅对买方代表以书面形式要求并经买方和卖方授权代表签字的变更采取行动。如果买方要求的任何变更导致变更工作的价格或工作进度，卖方必须提供一份书面报价说明所有变更的价格和对进度的影响。除非买方代表以书面形式接受报价，否则不得更改价格或进度。如果买方要求的变更减少了工作所需的成本或时间，卖方将立即对价格或交货时间作出公平的调整。如果卖方计划在制造或包装过程中进行任何变更，卖方应在变更前立即通知买方。</p> <p>(j) 工具和材料。如果任何设计、草图、图纸、蓝图、图案、塑模、冲模、掩模、模型、工具、量具、设备或特殊器具是卖方特别为生产设备或履行服务而制造或采购的，且买方为这些物品支付费用，则这些物品在制造或采购后将立即成为Guardian的财产。卖方将保持这些物品的当前库存。</p> <p>(k) 货物标识。应买方要求，卖方应立即将货物的所有材料、在制品和已完成部分分开，将按照进度付款或通过其他方式已付款的所有财产标记为买方财产，并签署买方可能要求的任何确认书或其他文件，以保护买方对该财产的利益，无论此类财产是否在卖方现场或非现场位置。</p> <p>(l) 产品支持；备件；关键备件。</p> <p>(i) 卖方将在货物的使用寿命期间或验收日期后十（10）年内（以较晚者为准）向Guardian提供货物的产品支持，包括部件、备件和服务。如果卖方停止销售货物、部件或备件或服务，且未提供其他合格来源，卖方应向买方提供所有图纸、规范和专有技术，使买方能够根据本协议授予的免费许可提供、制造、已制造或采购货物（包括从第三方获得的部件）和服务。双方就关键备件的存放地点以及关键备件（如有）的付款条件达成的协议应在本合同中规定。</p> <p>(ii) 如果在保修期内，卖方对货物的设计或功能进行了任何升级或改进，卖方将通知买方此类升级或改进，买方有权选择免费对货物进行此类升级或改进。</p>
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<p>improvements and Buyer has the option to have such upgrades or improvements made to the Goods free of charge.</p> <p>(m) Grant of Security Interest and Bank Guarantees. With respect to work performed in the United States, Seller grants Buyer a security interest in any of the Work that has not been delivered, to the extent of any payments that Buyer has made, and Seller authorizes Buyer to sign and file a financing statement perfecting that security interest and to send any notification required to perfect a purchase money security interest. In addition, the Contract may require that Seller provide a bank guaranty in a form satisfactory to Guardian in relation to (a) any advance payment for the Work (Advance Payment Guarantee) and/or (b) the Work that has been performed and accepted, which guarantee will be valid for the warranty period (Performance Bond).</p> <p>(n) Software. To the extent the Work includes the sale, delivery, modification, or creation of any computer software proprietary to the Seller or any third-party subcontractor or sub-supplier of the Seller (the "Software"):</p> <p>(i) Seller hereby grants to Buyer an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license to use, execute, maintain, reproduce, modify, display, and perform copies of the Software in connection with the portion of the Work and/or Goods containing the Software. Notwithstanding anything to the contrary in the Contract, the license set forth in this section will remain in effect perpetually for the full useful life of the portion of the Work containing the Software.</p> <p>(ii) If applicable, Buyer may copy the Software as necessary to efficiently utilize the same. Without limiting the generality of the previous sentence, such rights include the same copying rights as are granted to "owners of copies" under federal copyright laws of the United States (irrespective of whether such copyright laws would otherwise govern), plus copying: (A) for backup, archive or emergency restart purposes; (B) for disaster recovery and disaster recovery testing purposes; (C) to migrate the Software for use on other computers and/or hardware (but not to other units of Goods); and (D) to store the Software at any off-site location that Buyer uses for storage purposes. Buyer may also permit third-party access to, or use of, the Software to allow such third parties to assist in the activities described in this Section 4.2(n), if Guardian makes efforts reasonable under the circumstances to prevent such third parties from using and/or disclosing such Software for purposes other than the fulfilment of their obligations to Buyer.</p> <p>(iii) Except as expressly permitted by the Contract, Buyer agrees that it will not: (A) lease, loan, resell, sublicense, or otherwise distribute the Software to parties who are not Affiliates of Guardian; (B) reverse engineer, disassemble, or decompile the Software; or (C) remove any identification or notices contained on the Software.</p> <p>(iv) Seller will pass through to Buyer the applicable licenses for any third-party software provided with the Goods or Services. Seller will provide to Buyer all applicable terms and conditions of such software licenses and will assist and cooperate with Buyer in negotiating any modifications to such licenses that Buyer may require.</p> <p>(v) Any license for the Software arising out of the Contract are freely assignable, at Buyer's discretion, to any bona fide</p>	<p>(m) 担保权益的授予和银行担保。关于在美国进行的工作，卖方在买方支付的任何款项范围内授予买方对任何尚未交付的工作的担保权益，并且卖方授权买方签署和提交完善该担保权益的融资声明，并发送完善买价担保权益所需的任何通知。此外，合同可能要求卖方提供一份符合 Guardian 要求的，与 (a) 工程预付款 (预付款担保) 和/或 (b) 已履行和接受的工作有关的银行担保 (履约担保)，该担保在保修期内有效。</p> <p>(n) 软件。在本工作包括卖方或卖方的任何第三方分包商或分供应商专有的任何计算机软件 ("软件") 的销售、交付、修改或创建时:</p> <p>(i) 卖方特此授予买方不可撤销的、非排他性的、全世界范围内的、全额支付的、免版税的许可，以使用、执行、维护、复制、修改、显示和执行与包含软件的部分工作和/或货物有关的软件副本。尽管合同中有任何相反的规定，本条中规定的许可将在包含软件的部分工作的整个使用寿命内持续有效。</p> <p>(ii) 如适用，买方可根据需要复制软件，以有效利用该软件。在不限制前一句的一般性的情况下，此类权利包括与根据美国联邦版权法 (无论此类版权法是否适用) 授予 "副本所有人" 的相同的复制权，以及出于以下目的复制软件的权利: (A) 用于备份、存档或紧急重新启动; (B) 用于灾难恢复和灾难恢复测试目的; (C) 将软件迁移到其他计算机和/或硬件上使用 (但不得迁移到货物的其他单元); (D) 将软件存储在买方用于存储目的的任何非现场位置。买方也可允许第三方访问或使用本软件以让第三方协助第 4.2 (n) 条所述的活动，前提是 Guardian 为在这种情况下作出了合理的努力，防止第三方使用和/或披露本软件用于履行其对买方的义务以外的目的。</p> <p>(iii) 除非本合同明确允许，否则买方同意不会: (A) 将本软件出租、出借、转售、再许可或以其他方式将本软件分发给非 Guardian 关联公司的其他方; (B) 对本软件进行反向工程、反汇编或反编译; 或 (C) 删除本软件上的任何标识或通知。</p> <p>(iv) 卖方应将随货物或服务提供的任何第三方软件的适用的许可转交给买方。卖方应向买方提供此类软件许可的所有适用条款和条件，并协助和配合买方就买方可能要求对此类许可证的任何修改进行谈判。</p> <p>(v) 本合同产生的任何软件许可可根据买方决定自由转让给任何希望获取工作包含的软件的价值的真诚的购买</p>
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<p>purchaser for value of the Work containing the Software. In addition, nothing in these Terms or any other document comprising the Contract will prevent Buyer from permitting third party contractors' access to, or use of, the Software to the extent necessary for the operation, repair, maintenance, or modification of the Goods.</p> <p>(vi) With respect to the Software, the Seller warrants that: (A) if such Software is owned by a third party, the Seller has obtained all rights and licenses necessary to provide Buyer the right to use the Software with the Goods as intended, including the right for Buyer to transfer the Software without fees or consents, as part of a sale of the Goods or of the affected facility; and (B) the Software does not and will not contain any lock, clock, timer, counter, copy protection feature, replication device or defect ("virus" or "worm" as such terms are commonly used in the computer industry), CPU serial number reference, or other device that might: (i) lock, disable or erase the Software; (ii) prevent Buyer from fully using the Software for its intended functions per the Contract; or (iii) require action or intervention by the Seller or any other person or entity to allow Buyer to use the Software. In no event will the Seller insert, activate, or operate, nor attempt to insert, activate, or operate, any such device.</p> <p>(vii) The term "Software" is deemed to include subsequent changes, corrections, releases, improvements, general enhancements, updates, upgrades, patches, and/or bug fixes made to such Software, which Seller agrees to promptly provide at no additional cost.</p> <p>4.3 Indemnity; Risk of Loss; Insurance; Injury and Damage. Seller has general authority for execution of the Work within the terms of the Contract and Seller is fully responsible for the Work and the actions of the Seller Group.</p> <p>(a) Indemnity. Seller will indemnify Guardian, Buyer and their subsidiaries and Affiliates, and each of their respective directors, officers, agents and employees (collectively, the "Indemnites") and hold them harmless against any claim, damage, liability, cost, and other loss of any kind (including reasonable fees and expenses of attorneys) ("Losses") arising from, related to or in connection with: (i) the actions or omissions of Seller Group; (ii) personal injury or damage to property caused by Seller Group in connection with, arising from or related to the Work, including, without limitation, damage to the environment; or (iii) failure of Seller or Seller Group to comply with law, including, without limitation, environmental laws, immigration laws, labor requirements, social security laws, minimum wage laws and false self-employment and/or disguised employee leasing. Seller's obligations set forth in this Section 4.3(a) will survive the expiration or termination of this Contract. Guardian will have the right to control the defence of any claim made against Guardian.</p> <p>(b) Risk of Loss. Notwithstanding the Incoterm (2020) selected by the Parties, risk of loss of or damage to the Goods passes to Buyer (i) when the Goods are completely unloaded at Buyer's facility if Buyer will install the Goods or (ii) upon completion of installation at Buyer's facility if Seller Group will install the Goods. If Buyer requests that goods be segregated under Section 4.2(k) above, risk of loss will pass when it makes the request.</p>	<p>方。此外，本条款或包含本合同的任何其他文件中的任何内容均不妨碍买方允许第三方承包商在操作、维修、维护或修改货物所需的范围内访问或使用软件。</p> <p>(vi) 关于本软件，卖方保证：(A) 如果该软件归第三方所有，则卖方已获得所有必要的权利和许可，以向买方提供按预期使用该软件和货物的权利，包括买方在不收取费用或不获得同意的情况下转让该软件的权利，作为销售货物或受影响设施的一部分；以及 (B) 该软件没有且不包含任何锁定、时钟、计时器、计数器、复制保护功能、复制设备或缺陷（在计算机行业中通常称为“病毒”或“蠕虫”）、CPU 序列号参考或其他可能具有以下功能的设备：(i) 锁定、禁用或删除软件；(ii) 阻止买方根据合同充分使用本软件的预期功能；或 (iii) 要求卖方或任何其他个人或实体采取行动或干预，以允许买方使用软件。在任何情况下，卖方都不会插入、激活或操作，也不会尝试插入、激活或操作任何此类设备。</p> <p>(vii) “软件”一词视为包括对此类软件进行的后续更改、更正、发布、改进、常规增强、更新、升级、补丁和/或错误修复，卖方同意立即免费提供。</p> <p>4.3 赔偿；损失风险；保险；伤害和损害。卖方具有根据合同条款进行工作的一般权力，卖方对卖方集团的工作和行为负全责。</p> <p>(a) 赔偿。卖方应赔偿 Guardian、买方及其子公司和关联方，以及各自的董事、高级职员、代理人 and 雇员（统称为“受偿人”），并使其免受由以下行为造成，引起或有关的任何索赔、损害、责任、成本和其他任何形式的损失（包括合理的律师费和开支）（“损失”）(i) 卖方集团的作为或不作为；(ii) 卖方集团因本工作而造成，引起或与本工作有关的人身伤害或财产损失，包括但不限于环境损害；或 (iii) 卖方或卖方集团未能遵守法律，包括但不限于：环境法、移民法、劳动要求、社会保障法、最低工资法和虚假的自营和/或变相的员工租赁。本第 4.3 (a) 条中规定的卖方义务在本合同期满或终止后继续有效。Guardian 有权控制对 Guardian 提出的任何索赔的辩护。</p> <p>(b) 损失风险。尽管双方选择了《国际贸易术语解释通则》（2020 年），在以下情况下，货物灭失或损坏的风险将转移给买方：(i) 如果买方将安装货物，则货物在买方设施完全卸载时，或 (ii) 如果卖方集团将安装货物，则在买方设施完成安装时。但是，如果买方要求货物按照上述第 4.2(k) 条的规定进行隔离，则损失风险将在买方提出要求时被转移。</p>
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<p>(c) Insurance for the Goods. Seller will keep the Goods insured against loss or damage with an insurer reasonably acceptable to Buyer until the risk of loss of the Goods has passed to Buyer, in an amount equal to the total price under the Contract.</p> <p>(d) Seller's Insurance. Unless the Contract specifically provides otherwise, Seller will provide the insurance coverage for Seller and members of Seller Group involved in the Work or in supporting the Work as listed in Attachment A.</p> <p>5. Inspection, Acceptance, Price and Payment.</p> <p>5.1 Inspection and Delivery.</p> <p>(a) Inspection. Buyer and its representatives may inspect the Work while it is in progress, including while the Goods are being fabricated at Seller's facilities, upon request during normal business hours. Such inspection does not preclude Buyer from making claims regarding the Work. Buyer will inspect the Goods for apparent defects within a reasonable time after delivery.</p> <p>(b) Delivery. Notwithstanding the Incoterm (2020) selected by the Parties, the Goods will be considered to have been delivered when all Goods have been uncrated in Buyer's facility and have been preliminarily checked by Buyer for damage in transit or unloading and for apparent defects.</p> <p>5.2 Acceptance. Buyer will accept the Work, or a portion of the Work, when all of Seller's obligations under the Contract with respect to the applicable Work or a portion of the Work are fully completed in accordance with the terms of the Contract, in Buyer's reasonable judgment. If the Contract requires completion of one or more acceptance tests before Buyer accepts the Work or the applicable portion of the Work, then in addition to Seller's other obligations under the Contract, Seller's obligations will not be complete until such tests are successfully completed in Buyer's reasonable judgment. Buyer's acceptance will be given explicitly and in writing by Buyer's Representative, and no other communication or action will constitute acceptance. Taking possession of or using the Goods or Work or cancelling or postponing any acceptance test does not constitute acceptance of the Goods or Services. Unless the Contract expressly states otherwise, Seller may not invoice Buyer, for all or a portion of the Work (as applicable), until Buyer accepts the Work as specified in this Section 5.2.</p> <p>5.3 Non-Compliant Work. Seller will, promptly upon Buyer's request and at Buyer's sole option, remove, modify, and/or replace at Seller's expense any Work or part of the Work that does not comply with the Contract.</p> <p>5.4 Purchase Price; Payment; Withholding Payment and Taxes.</p> <p>(a) The Purchase Price will be paid in the denomination specified in the Purchase Order and is the full consideration for all of Seller's obligations, and includes all fees and expenses of engineers, consultants and anyone that Seller engages or is in the Seller Group, as well as all materials, supplies and work, including preparation, execution, and follow-up. The payment terms are as specified in the Contract, but if no payment terms are stated, the payment terms are net 60 from the date of invoice or such shorter period as required by applicable law.</p>	<p>(c) 货物保险。卖方应向买方能合理接受的保险人投保，以保障该等货物免受损失或损害的风险，直至该等货物的损失风险已转移给买方，保险金额应为合同项下的总价。</p> <p>(d) 卖方的保险。除非合同另有明确规定，否则卖方将为卖方和附件A中所列的任何参与工作或服务工作的卖方集团成员提供保险。</p> <p>5. 检查、验收、价格和付款。</p> <p>5.1 检验和交付。</p> <p>(a) 检查。买方及其代表可应要求在正常工作时间内检查正在进行的工作，包括货物在卖方工厂制造期间。此类检查不妨碍买方就该工作提出索赔。买方将在交货后的合理时间内检查货物是否有明显缺陷。</p> <p>(b) 交付。尽管双方选择了《国际贸易术语解释通则》(2020年)，但当所有货物在买方工厂拆箱，且买方已初步检查货物在运输或卸货过程中是否损坏以及是否存在明显缺陷时，货物将被视为已交付。</p> <p>5.2 验收。根据买方的合理判断，当卖方已根据合同条款完全履行本合同项下与适用工作或服务部分工作有关的所有义务时，买方将对该工作或服务部分工作进行验收。如果合同要求在买方验收工作或服务部分工作之前完成一个或多个验收试验，那么除了卖方在合同下的其他义务外，卖方的义务在根据买方合理判断成功完成验收之前未完全履行。买方代表将以书面形式明确表示买方完成验收，其他任何沟通或行动均不构成验收。占有或使用货物或服务，或取消或推迟任何验收试验不构成对货物或服务的验收。除非合同另有明确规定，卖方不得就全部或部分工作（如适用）向买方开具发票，直到买方对本第5.2条规定的工作进行验收。</p> <p>5.3 不符合要求的工作。卖方应根据买方的要求且仅根据买方的选择，立即移除、修改和/或替换任何不符合合同要求的工作或服务部分工作，费用由卖方承担。</p> <p>5.4 采购价格；付款；预扣款和税款。</p> <p>(a) 采购价格将按照采购订单中规定的面额支付，是对卖方所有义务的全部对价，包括工程师、顾问和卖方雇佣或卖方集团内的任何人以及所有材料、供应和工作的费用和开支，包括准备、执行，和后续工作。付款条件如合同所规定，但如果未规定付款条件，则付款条件为在发票开具之日起的60天内，或适用法律要求的更短期限内付款。</p>
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<p>(b) By submitting an invoice or other payment request, Seller represents that: (i) the Work has progressed to the status set forth in the Contract for such payment; (ii) the quality of the Work, whether performed by Seller or a member of Seller Group, is in accordance with the requirements of the Contract; and (iii) title to all Work, materials and Goods listed in or covered by the payment request will pass to Guardian upon receipt of payment, free and clear of all liens, claims, security interests, encumbrances or rights of others, including, without limitation subcontractors.</p> <p>(c) Buyer may withhold or delay all or part of any payment to Seller, or request reimbursement from Seller, or utilize bank guarantees, insurance guarantees or security deposits (if and as applicable) to the extent necessary to protect itself from a loss on account of: (i) defective portions of the Work not timely remedied; (ii) failure of Seller to make proper payments to its subcontractors; or (iii) damage to work of another party caused by Seller or a member of Seller Group.</p> <p>(d) Unless the Contract expressly states otherwise, and Buyer provides applicable documentation for any available exemptions from the imposition of taxes, the price(s) shown on the Purchase Order or Commercial Agreement includes all applicable transaction taxes of any kind, including but not limited to sales and use taxes and VAT. Each Party is responsible for the payment of its own income taxes. Payments to Seller, however, may be reduced by income tax withholding where applicable and Seller is responsible for providing Buyer with any required documentation that may reduce the amount of income tax withheld.</p> <p>5.5 Liens. Unless prohibited by applicable law, Buyer has the right, before making any payment due under the Contract, to require Seller or any member of Seller Group to execute and deliver a waiver of any supplier's, materialman's, mechanic's, contractor's, or similar lien rights and to obtain and deliver a full waiver of such lien rights from each subcontractor and/or materialman supplying work or materials for the Work up to the date of payment. Unless prohibited by applicable law, if a lien is filed Seller will, within 15 days, statutorily bond the lien off the record, and indemnify Buyer for all Losses from the lien.</p> <p>6. Warranty and Intellectual Property.</p> <p>6.1 Seller's Warranty and Repairs. Seller warrants to Buyer that the Work: (a) conforms precisely to the Purchase Order, Specification and SOW, including both physical and performance specifications; (b) is free from defects of material or workmanship; (c) conforms to all applicable laws, regulations and other governmental requirements, (d) is fit for the purposes disclosed in writing to Seller in the Contract; and (e) meets all specific warranties included in the Contract (collectively, the "Warranty"). The warranty period begins at acceptance as set forth in Section 5.2 and lasts for three years unless a longer period is provided in the Contract (the "Warranty Period"). Seller understands that downtime is critical to Buyer's business, and Seller agrees to re-do (and, if needed, repair or replace) all or any affected part of the Work promptly if there is a breach of Warranty. In addition to any other rights that Buyer may have, if Buyer makes a warranty claim in writing and Seller fails to (i) make an initial response to such claim in 24 hours or (ii) make substantial progress to remedy the claim within 5 days, then Buyer has the right to have the Work re-done (and, if needed,</p>	<p>(b) 通过提交发票或其他付款请求, 卖方声明: (i) 该工作已进展到合同规定的付款阶段; (ii) 该工作的质量, 无论是由卖方或卖方集团成员执行, 均符合合同要求; 以及 (iii) 所有付款申请中列出或涵盖的工作, 材料或货物的所有权将在收到付款后免费转交给Guardian, 不存在任何留置权、索赔、担保权益、产权负担或其他人的权利, 包括但不限于分包商的权利。</p> <p>(c) 买方可扣留或延迟向卖方支付全部或部分款项, 或要求卖方赔付, 或使用银行担保、保险担保或保证金 (如适用) 保护自己免受因以下原因造成的损失: (i) 未及时补救的工作的缺陷部分; (ii) 卖方未能及时向其分包商支付适当的款项; 或 (iii) 卖方或卖方集团成员对其他方的工作造成的损害。</p> <p>(d) 除非合同另有明确规定, 并且买方提供了任何可免除征税的适用文件, 采购订单或商业协议上显示的价格包括所有适用的任何类型的交易税, 包括但不限于销售税、使用税和增值税。每一方都应责任支付各方的所得税。但是, 在适用的情况下, 可以通过预扣所得税的方式减少支付给卖方的付款, 且卖方应负责向买方提供可能减少预扣所得税金额的任何必要文件。</p> <p>5.5 留置权。除非适用法律禁止, 否则买方有权在根据本合同支付任何到期款项之前, 要求卖方或卖方的任何成员签署和交付对任何供应商、材料商、修理商、承包商或类似留置权的弃权书, 并在付款日期之前提供从各个分包商及/或材料商处获取并交付一份该等留置权的全面弃权书。除非适用法律禁止, 如果留置权被主张, 卖方将在 15 天内对该留置权提供法定担保, 并赔偿买方因留置权而遭受的所有损失。</p> <p>6 保证和知识产权。</p> <p>6.1 卖方的保证和维修。卖方向买方保证, 工作: (a) 完全符合采购订单、规格说明和工作说明书, 包括物理和性能要求; (b) 不存在材料或工艺缺陷; (c) 符合所有适用法律、法规和其他政府要求; (d) 适用于合同中以书面形式向卖方披露的目的; 以及 (e) 满足合同中包括的所有具体的保证 (统称为 "保证")。保修期从第 5.2 条规定的验收完成开始, 持续三年, 除非合同中规定了更长的期限 ("保修期")。卖方理解停工对买方业务至关重要, 如果违反保修条款, 卖方同意立即重做 (并且, 如果需要, 修理或更换) 所有或任何受影响的部分工作。除买方可能拥有的任何其他权利外, 如果买方以书面形式提出索赔, 而卖方未能 (i) 在 24 小时内对该索赔作出初步答复, 或 (ii) 在 5 天内就索赔作出实质性进展, 则买方有权重做工作 (如有需要, 修理或更换), 卖方将补偿买方产生的所有费用 (包括买方人员的费用)。</p>
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<p>repaired or replaced), and Seller will reimburse Buyer for the cost (including the cost of Buyer personnel).</p> <p>6.2 Assigning Warranties. Seller will be deemed to have assigned to Buyer the manufacturer's and supplier's warranties on any goods that Seller purchases and includes in the Work unless a written assignment is required by law, in which case Seller will provide such assignment to Buyer promptly upon Buyer's acceptance of the Work. These assignments do not limit or reduce Seller's warranty under Section 6.1.</p> <p>6.3 Intellectual and Industrial Property.</p> <p>(a) Non-Infringement. Seller represents, warrants and agrees that the Services, Goods (including all components of the Services and Goods) and any other materials (including any designs, drawings, and Documentation) provided under the Contract do not and will not violate or infringe any United States or foreign patent, trademark, copyright, trade secret, trade name or other intellectual or proprietary right, except to the extent that the infringement necessarily arises from the Specifications that Buyer provided to Seller. Seller further warrants that it possesses, and agrees that until transfer to Buyer it will at all times possess, good and marketable title to the Work, free and clear of any liens or other encumbrances (other than the security interest granted by the Seller to Buyer).</p> <p>(b) Intellectual Property Rights. If the basic design of a Good is a Buyer proprietary design then: (i) Buyer is, and remains, the owner of all right, title and interest in any and all intellectual property and any improvements, refinements and modifications to the Goods related to the Work, including without limitation the Specifications and SOW; and (ii) Seller hereby assigns to Buyer any right, title or interest it may have or obtain in any such intellectual property or any improvements, refinements or modifications to the Goods. If, however, the basic design used in the Work is a proprietary design of Seller ("Seller IP"), Seller retains all intellectual property rights in such Seller IP upon delivery of the Goods to Buyer and provides to Buyer, as part of the Purchase Price, an irrevocable, perpetual, nonexclusive, worldwide, fully paid up, royalty-free license to use such Seller IP in connection with the Goods to the extent such Seller IP is required to use, maintain, repair and have repaired, to reconstruct and have reconstructed the Goods purchased by Buyer; provided, however, that Buyer will be the sole owner of any improvements, refinements or modifications to the Goods that are developed by Seller for the Goods and paid for by Buyer as part of the Purchase Price.</p> <p>(c) Work for Hire. Unless the Contract expressly provides otherwise, any plans, drawings, software, reports or other intellectual property that Seller creates especially for the Work, or creates jointly with Buyer for the Work are works for hire and will be Buyer's property, and Seller hereby assigns to Buyer, upon creation and without any further action on the part of Seller or Buyer, any applicable copyrights, patents and other intellectual property rights. Seller is prohibited from using Buyer Information (defined below) and its derivatives and Buyer IP (defined below) and its derivatives for any purpose other than completing the Work under the Contract. Seller will execute or cause to be executed all necessary documents and perform such acts as may be necessary, useful or convenient to secure or enforce for Guardian any legal right, title and interest, including patent and trademark protection. To the extent not owned by Buyer, Seller grants to Buyer a non-exclusive, irrevocable,</p>	<p>6.2 保证的转让。除非法律要求书面转让，否则卖方将被视为已向买方转让卖方购买并包含在工程中的任何货物的制造商和供应商保证，在这种情况下，卖方将在买方完成验收之后立即向买方提供此类转让。这些转让不得限制或减少第 6.1 条规定的卖方保证。</p> <p>6.3 知识产权及工业产权</p> <p>(a) 不侵权。卖方声明、保证并同意，根据本合同提供的服务、货物（包括服务和货物的所有组成部分）和任何其他材料（包括任何设计、图纸和文件）不会且不会违反或侵犯任何美国或外国专利、商标、版权、商业秘密、商号或其他知识产权或专有权，除非该侵权行为是由买方提供给卖方的规格说明引起的。卖方进一步保证其拥有，并同意，在转让给买方之前，其将始终拥有对工作的良好且可出售的所有权，免费且不存在任何留置权或其他产权负担（卖方授予买方的担保权益除外）。</p> <p>(b) 知识产权。如果货物的基本设计是买方的专有设计，则：(i) 买方是并仍然是任何和所有知识产权的所有权利、所有权和利益，以及与工作有关的货物的任何改进、改善和修改的所有人，包括但不限于规格说明和工作说明书；以及(ii) 卖方在此将任何此类知识产权或对货物的任何改进、改善或修改中可能拥有或获得的任何权利、所有权或利益转让给买方。但是，如果工作中使用的基本设计是卖方的专有设计（“卖方知识产权”），卖方在将货物交付给买方时保留卖方知识产权的所有知识产权，并作为购买价格的一部分向买方提供与货物有关的卖方知识产权的不可撤销的、永久的、非排他性的、全球范围内的、全额付清的、免费的许可，只要卖方知识产权是在使用、维护、修理和已修理、改造和已改造买方采购的货物需要的范围的；但前提是，买方将是卖方为货物开发并由买方支付作为购买价格一部分的货物的任何改进、改善或修改的唯一所有人。</p> <p>(c) 职务作品。除非合同另有明确规定，否则卖方为本工作特别制作或与买方共同为本工作制作的任何计划、图纸、软件、报告或其他知识产权均为职务作品，且属于买方的财产，卖方特此在该工作完成之时向买方转让任何适用的版权，专利和其他知识产权，并且无需卖方或买方采取任何进一步行动。卖方禁止将买方信息（定义见下文）及其衍生产品和买方知识产权（定义见下文）及其衍生产品用于除完成本合同项下工作以外的任何目的。卖方将签署或促使签署所有必要的文件，并采取必要的、有用的或方便的行为，以为Guardian 确保或执行任何合法权利、所有权和利益，包括专利和商标保护。在买方不拥有该知识产权的的范围内，卖方授予买方在其和Guardian 的业务中使用和复制图纸、示意图、操作手册、维护手册、备件清单等的非排他性、不可撤销的、永久性的、世界范围内</p>
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perpetual, worldwide, fully paid-up, royalty-free license to Buyer to use and reproduce, the drawings, schematics, operations manuals, maintenance manuals, spare parts lists and the like for use in its and Guardian's business. For the avoidance of doubt, Seller agrees that all Creative Works that are Buyer IP that constitute "works of authorship" (as defined in 17 USC § 102 U.S. Copyright Act) are expressly agreed to be "works made for hire" under and as defined in 17 USC § 101, and that Buyer is the author and owner of such Creative Works under 17 USC § 201(b). Seller agrees to waive, and does hereby irrevocably waive, in favor of Buyer all moral rights that Seller would own in all Creative Works. "Creative Works" means all computer programs and documentation, designs, drawings, artistic and graphical works, reports, data, information, other works of authorship and inventions first made by Seller, or its suppliers or subcontractors, during performance of Work for Buyer that is Buyer IP. "Buyer IP" means all intellectual property, information or materials owned by Buyer or provided to Seller by Buyer or derivative of any of such intellectual property, information or materials.

(d) Notice. Seller will apply a proprietary rights notice in the following form, or such other notices as Buyer may reasonably direct from time to time, to Buyer IP and copies of Buyer IP: "Copyright © [Insert Year] [legal name of applicable Buyer]. All rights reserved." Notwithstanding anything to the contrary, including Section 2.3, if the proprietary rights notice appearing on any documents or drawings supplied by Seller is inconsistent with these Terms or any terms contained in another document that is part of the Contract, these Terms will supersede the notice on such drawings and will control.

(e) Indemnity. Seller will defend, indemnify and hold harmless Buyer and its Indemnitees against any Losses arising out of any claim that the Work, Buyer's use of the Work or Buyer's sale of products manufactured using the Work infringes any patent, copyright, trademark or other intellectual or industrial property right. This indemnity will survive the acceptance of and payment for the Work, the expiration of the Warranty covering the Work, and any expiration or termination of the Contract. If use of the Work or any part of the Work is enjoined, then Seller will at its own expense and at its option, but in addition to any other remedy to which Buyer may be entitled, do the following: (i) obtain for Buyer the right to use the Work and to sell products manufactured using the Work; (ii) modify the Work so that it becomes non-infringing and meets the Specification; or (iii) procure and deliver to Buyer alternate Work that meets the requirements of the Contract so that Buyer has the right to use and to sell products made with alternate Work, on the condition that the provisions of this Section 6.3 will continue to apply to the alternate Work.

7. Term, Default, and Remedies.

7.1 Term. These Terms are effective on the Effective Date and, unless earlier terminated as specifically set forth in these Terms, will continue in effect until terminated by a Party upon at least 30 days' prior written notice to the other Party (the "Term"). The foregoing notwithstanding, any termination of these Terms or a Contract by Seller will have no effect on any then-ongoing Work unless otherwise instructed by Buyer in writing. Buyer may terminate a Contract, or any Work covered by a Contract, as set forth in Section 7.4.

的、全额付清的、免费的许可。为免生疑问，卖方同意，构成“著作权作品”（定义见 17 USC § 102 《美国版权法》）的买方知识产权的所有创意作品均被明确同意为 17 USC § 101 项下定义的“职务作品”，且买方是 17 USC § 201 (b) 项下该等创意作品的作者 and 所有人。卖方同意放弃，并在此不可撤销地以买方为受益人放弃卖方在所有创意作品中拥有的所有人身权。“创意作品”是指卖方或其供应商或分包商在为买方履行工作期间首先制作的所有计算机程序和文件、设计、图纸、艺术和图形作品、报告、数据、信息、其他原创作品和发明，即买方知识产权。

“买方知识产权”是指买方拥有或由买方提供给卖方的所有知识产权、信息或材料，或任何此类知识产权、信息或材料的衍生产品。

(d) 通知。卖方将在买方知识产权和买方知识产权副本中采用以下形式的专有权通知或买方不时合理指示的其他通知：“版权所有[插入年份][适用买方的法定名称]。保留所有权利。”尽管有任何相反的规定，包括第 2.3 节中的规定，如果卖方提供的任何文件或图纸上出现的所有权通知与本条款或作为合同一部分的其他文件中包含的任何条款不一致，则本条款将取代此类图纸上的通知，并以本条款为准。

(e) 赔偿。卖方将就因工作、买方对工作的使用或买方对工作生产的产品销售侵犯任何专利、版权、商标或其他知识产权或工业产权而引起的任何索赔造成的任何形式的损失向买方进行赔偿，为其辩护且使其免受损失。该等赔偿在完成工作验收和付款之后、工作保修期满后及合同到期或终止之后仍继续有效。若工作或其任何部分的使用被禁止，则买方将自费并自行选择，但在买方可在有权采取的其他补救措施之外，采取以下措施(i)为买方获取到使用工作及销售通过工作制造的产品权利;(ii)对工作进行修改使其不再侵权并满足规格要求;或(iii)向买方提供并交付满足采购订单及规格要求的替代工作，使得买方有权使用及销售通过工作制造的产品，但是前提是第 6.3 条的规定将继续适用于替代工作。

7. 条款、违约和补救措施。

7.1. 条款。本条款自生效日期起生效，除非根据本条款中的明确规定提前终止，否则在一方提前至少 30 天向另一方发出书面通知（以下简称“期限”）终止本条款之前，本条款将继续有效。尽管有上述规定，除非买方另有书面指示，否则卖方对本条款或合同的任何终止均不影响当时正在进行的任何工作。如第 7.4 条所述，买方可终止合同或合同中包含的任何工作。

<p>7.2 Default. TIMELINESS IN GOODS PROCUREMENT AND SERVICE DELIVERY IS ESSENTIAL TO BUYER'S BUSINESS AND TIME IS OF THE ESSENCE UNDER THE CONTRACT. Seller will be in default under the Contract if Seller: (a) fails to make progress on the Work or to deliver the Work as required by the schedule in the Contract; or (b) files for bankruptcy or insolvency, admits in writing Seller's inability to pay its debts as they fall due, makes an assignment for or to the benefit of creditors, or consents to the appointment of a receiver; or (c) has an involuntary bankruptcy petition filed against Seller or a receiver appointed for Seller or Seller's property, and such filing or petition is not vacated within 60 days; or (d) stops or announces Seller's intention to stop conducting business as a going concern or doing work of the same kind as the Work, or Seller abandons the Work; or (e) breaches a provision of the Contract and the breach is not cured within 10 days after Seller receives written notice of the breach, if such breach is capable of being cured. The foregoing notwithstanding, there is no cure period for breaches involving safety or the environment.</p> <p>7.3 Consequences of Default. If Seller is in default as provided above, Buyer may, in its sole discretion and in addition to any other remedies to which it may be entitled, do one or both of the following: (a) terminate the Contract or the applicable Work, or any or all of them, and take possession of the Work and materials that may have been purchased for the Work, and pay to Seller the amount (if any) equal to the lesser of (i) the fair value of the Work performed and (ii) the Purchase Price, less all costs incurred on account of the default (including without limitation costs for internal personnel and reasonable overhead) of completing the Work per the Work Schedule – in either case less all sums paid under the Contract, and to recover any sums paid in excess of that amount; and (b) recover damages for breach of contract and default. Seller will also promptly deliver the Documentation to Buyer.</p> <p>7.4 Termination by Guardian for Convenience. Buyer may terminate a Contract or any Work under a Contract for any reason by delivering written notice to Seller at least 5 days before the effective date of termination. After receiving notice, Seller will terminate the applicable Work as follows: (i) terminate all orders and subcontracts chargeable to the Work that may be terminated without cost, (ii) terminate and settle, subject to Buyer's approval, other orders and subcontracts that were entered into solely in connection with the Work where the cost of settlement will be less than costs incurred if the work is completed, (iii) transfer to Buyer, per Buyer's instructions only, all materials, supplies, work in process, facilities, equipment, machinery or tools Seller has acquired in connection with the Work and for which Seller has been paid, and (iv) transfer to Buyer all Documentation and information related to the Work in the format requested by Buyer. Upon termination and Seller's compliance with the above requirements, to the extent that Buyer has not already paid for such items, Buyer will reimburse Seller for: (i) the portion of the Work Seller has completed, plus (ii) the cost of the material already delivered to Buyer's site, plus (iii) the cost of bona fide, irrevocable orders that Seller has placed specifically for the Work before termination, which costs will be paid after the materials are delivered to Buyer's site or such other site specified by Buyer. Seller must submit its reimbursement request to Buyer in writing with a reasonably detailed explanation of amounts requested to be reimbursed, and Buyer's approval of such request, which will not be unreasonably</p>	<p>7.2 违约。及时提供货物或完成工作对买方的业务至关重要，且本合同项下规定的时间是至关重要的。若出现下列情况，卖方将构成违约：(a) 未能在工作上取得进展或未能按合同进度表的要求交付工作；或 (b) 申请破产或资不抵债，书面承认卖方无力偿还到期债务，为债权人或为债权人的利益作出转让，或同意委任接管人；或 (c) 有针对卖方提交的非主动性破产申请，或为卖方或卖方任何财产指定接管人，且该等申请或请求未在 60 日内取消；或 d) 停止或宣布卖方有意停止经营业务或从事与工作相同的工作，或卖方放弃工作；(e) 违反合同规定，且卖方收到违约书面通知后 10 天内未能纠正违约行为（如果该违约行为能够纠正）。尽管有上述规定，但涉及安全或环境的违规行为没有补救期。</p> <p>7.3 违约后果。如果卖方违反上述规定，除有权采取的任何其他补救措施外，买方可自行决定采取以下一种或两种补救措施：(a) 终止合同或全部或任何部分适用工作，并占有工作或为工作采购的材料，并向买方支付下列款额（如有）中较少者 (i) 已完成工作的公允价值和 (ii) 购买价格中，减去因未能按照工作计划完成工作而产生的所有成本（包括但不限于内部人员成本和合理管理费），在任何一种情况下，减去根据合同支付的所有金额，以及退回任何超过该金额的款项；以及 (b) 就违约产生的损害赔偿。卖方还应立即将文件交付给买方。</p> <p>7.4 Guardian 为方便而终止合同。买方可在合同终止生效日期前至少 5 天向卖方发出书面通知，以任何理由终止合同或合同项下的任何工作。在收到通知后，卖方将按以下方式终止适用的工作：(i) 终止所有可能免费终止的工作订单和分包合同，(ii) 终止并结算仅与工作有关的其他订单和分包合同（经买方批准），如果结算成本将低于完成工作产生的费用，(iii) 仅根据买方的指示，将卖方已获得的与工作有关的，且卖方已支付费用的所有材料、供应品、在建工程、设施、设备、机械或工具转让给买方；以及 (iv) 以买方要求的格式转移给买方与工作有关的所有文件和信息。在合同终止且卖方遵守上述要求后，如果买方尚未支付此类项目的费用，买方将向卖方报销如下费用：(i) 卖方已完成的部分工作，加上 (ii) 已送至买方现场的材料费用，加上 (iii) 在合同终止之间，卖方专门为工作所下的善意、不可撤销订单的费用，且该费用将在材料运至买方或买方指定的其他场地后支付。卖方必须以书面形式向买方提交其报销申请，并对要求报销的金额作出合理详细的解释，在买方有义务向卖方报销此类费用之前，买方必须批准此类申请，但不得无理拒绝、限制或延迟。</p>
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<p>withheld, conditioned, or delayed, is required before Buyer is obligated to reimburse Seller for such costs.</p> <p>7.5 Termination by Seller. Seller may terminate a Contract if Buyer fails to pay Seller amounts that are due and owing to Seller under such Contract within 30 days after delivery of written notice to Buyer regarding such non-payment, except for amounts that are subject to a good faith dispute. Such termination will have no effect on other Contracts that Buyer may have with Seller or which other Buyers may have with Seller or other Sellers.</p> <p>7.6 Transition Assistance. If requested by Buyer, Seller will provide reasonable assistance to Buyer, to affect the orderly transition of the Work to another provider. Such assistance will be provided on a time and materials basis. This section will survive the expiration or termination of these Terms or a Contract.</p> <p>8. Other Matters.</p> <p>8.1 Confidentiality. For purposes of these Terms, (a) “Buyer Information” means all Guardian Data and information that Seller or anyone in Seller Group, receives from Buyer or observes or obtains at a Buyer facility, including, but not limited to, information relating to: the Work, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its affiliates and their customers; (b) Seller will not, and will cause members of the Seller Group not to, disclose to any third party or to use for any purpose other than performing Work for Buyer and its affiliates, any Buyer Information, without Buyer’s written permission (except as may be required by law); (c) Seller will hold all Buyer Information in trust for Buyer’s sole use and benefit; and (d) clauses (b) and (c) will not apply to information that is publicly known other than through disclosure by or through any member of the Seller Group. If there is a current confidentiality agreement between the Parties, the provisions of this Section 8.1 will be read in harmony with such agreement.</p> <p>8.2 Force Majeure. Any delay or failure by a Party to fulfil its obligations under a Contract will not be deemed a breach to the extent that the failure or delay is caused by Force Majeure. “Force Majeure” means acts of God, general unavailability of electric power or other utilities, fire, flood, earthquake, tornado, explosions, riot, war, strikes or lockouts at third parties or government actions issued in an emergency, including those that prevent Buyer from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party’s fault or negligence. In no event, however, will Seller’s inability to perform as a result of any of the following constitute Force Majeure: (i) Seller’s insolvency or financial condition; (ii) change in cost or availability of raw materials or components based on market conditions; (iii) change in cost or availability of a method of transportation; (iv) changes in, or implementation of new, government regulations, taxes or incentives; (v) failure to obtain permits, licenses or other government approvals; (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Goods and/or Services would be satisfied; or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller’s facility. As soon as possible following the occurrence of an event causing the Force Majeure the Party claiming the Force Majeure must provide notice to the</p>	<p>7.5 卖方终止合同。如果买方未能在向买方发出有关未付款的书面通知后 30 天内，向卖方支付合同项下到期应付的款项，则卖方可以终止合同，但存在善意争议的款项除外。该终止对买方可能与卖方签订的其他合同或其他买方可能与卖方或其他卖方签订的其他合同没有影响。</p> <p>7.6 过渡协助。如果买方要求，卖方将向买方提供合理的协助，从而促成工作向另一供应商的有序过渡。此类协助将基于时间和材料提供。在本条款或合同到期或终止后，本节将继续有效。</p> <p>8 其他事宜</p> <p>8.1 保密。就本条款而言，(a) “买方信息”是指卖方或卖方集团中的任何人从买方处接收、观察到或获得的所有 Guardian 数据和信息，包括但不限于与工作、设施、产品、设备、产能、知识产权、财务信息、需求、数据。买方、其关联公司及其客户的发展和计划相关的信息；(b) 未经买方书面许可（法律要求的除外），卖方不得且应促使卖方集团成员不向任何第三方披露任何买方信息，或将任何买方信息用于除为买方及其关联公司执行工作以外的任何目的；(c) 卖方将以信托形式持有所有买方信息，仅供买方使用的目的和买方的利益；(d) 第 (b) 和 (c) 条不适用于因卖方集团任何成员披露或通过卖方集团任何成员披露以外的方式而为公众所知悉的信息。如果双方之间目前存在保密协议，对第 8.1 节中规定的理解将与该协议保持一致。</p> <p>8.2 不可抗力。如果任何一方因不可抗力延迟或未能履行其在合同项下的义务，不应视为该方违约。“不可抗力”是指天灾、电力或其他公用设施的普遍不可用、火灾、洪水、地震、龙卷风、爆炸、暴乱、战争、第三方罢工或停工或紧急情况下发布的政府行为，包括阻止买方对其设施实施控制的行为，以及任何超出一方的合理控制，且不属于该方的过失或疏忽的类似情况。但是，在任何情况下，卖方因以下任何一种原因而不能履行义务，均不构成不可抗力：(i) 卖方资不抵债或财务状况出吸血那问题；(ii) 原材料或部件的成本或可用性根据市场状况发生变化；(iii) 运输方式的成本或可用性发生变化；(iv) 政府法规、税收或激励措施的变化或新的政府法规、税收或激励措施的执行；(v) 未能获得许可、执照或其他政府批准；(vi) 未能使用可用的替代服务、替代性资源、变通计划或其他可满足与货物或服务本质上相似的其他货物及/或服务的买方要求的其他方法；或 (vii) 影响卖方设施的劳动中断、罢工、停工和怠工。在造成不可抗力事件发生后，声称不可抗力的一方必须尽快向另一方发出通知，说明不可抗力的原因、预计延误的持续时间和补救延误的时间。在卖方延误或未能履行期间，买方可自行选择 (A) 从其他来源购买货物和服务，以此减少其对卖方的交付时间的要求或购买相应数量承诺，无需承担任何责</p>
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other Party of the reasons for the Force Majeure, the anticipated duration of the delay and the time in which the delay will be cured. During a delay or the failure to perform by Seller, Buyer may, at its option (A) purchase Goods and Services from other sources and reduce its schedules or commitment to Seller by such quantities, without liability; (B) cause Seller to provide the Goods or Services from other sources in quantities and at times required by Buyer at the price set forth in the Purchase Order or Commercial Agreement; or (C) request Seller to deliver to Buyer at Buyer's expense all finished goods, work-in-process and parts and materials produced or acquired for work under the Purchase Order. Buyer is not obliged to pay costs that Seller may incur because of a Force Majeure occurrence. If the Party claiming Force Majeure cannot provide assurances that the delay will last less than thirty calendar days, or if the non-performance exceeds 30 calendar days, the other Party may terminate the Contract. If Buyer exercises this termination right, then Seller will promptly deliver to Buyer all Documentation materials, components and partially completed Work, and Buyer will, within 30 days of Seller's completion of delivery, pay Seller per Section 7.4 of these Terms as if Buyer had terminated the Contract for convenience.

8.3 No Assignment. Seller may not assign these Terms nor a Contract or any of its rights or obligations under these Terms or a Contract, whether by operation of law or otherwise, without the express prior written consent of Buyer. These Terms and the Contract will be fully applicable to each Party's legal successors and permitted assigns.

8.4 Entire Agreement; Amendment. A Contract, if entered into by the Parties, is the entire agreement between the Parties regarding its subject matter; it replaces any previously signed agreements and understandings, oral or written, between Guardian and Seller with respect to the Work. The foregoing notwithstanding, any current, unexpired confidentiality agreements, invention agreements, electronic data interchange agreements or other similar general agreements between the Parties remain in effect. The Contract can be amended only by an agreement in writing signed by authorized representatives of both Parties. No Buyer employee has the authority to modify the Contract without the written approval of an authorized official of Buyer.

8.5 Remedies and Rights. Buyer's remedies provided for in the Contract are in all cases cumulative and not exclusive. If there is a breach, Buyer will be entitled to all rights and remedies provided in the Contract and under applicable law. No waiver of any breach of a Contract by either Party will be deemed a waiver of any preceding or succeeding breach or of any other provision of the Contract. No extension of time for performance of any obligation or act by either Party will be deemed an extension of time for the performance of any other obligation or act.

8.6 Counterparts & Electronic Signatures. Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in ".pdf"), whether of these Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the

任; (B) 促使卖方以在采购订单或商业协议中规定的价格根据买方要求的时间和数量上提供其他来源的货物或服务; 或 (C) 要求卖方向买方交付所有为采购订单下的工作而生产或获取的成品、在制品, 零件和材料, 费用由买方承担。买方没有义务向卖方支付因不可抗力事件可能产生的费用。如果声称不可抗力的一方不能保证延误少于 30 个日历日, 或者如果在 30 个日历日后仍无法履行条款, 另一方可以终止合同。如果买方行使终止权, 则卖方应立即向买方交付所有文件材料、部件和已完成的工作, 买方应在卖方完成交付后 30 天内, 按照本条款第 7.4 条的规定向卖方支付款项, 如同买方是为方便而终止合同一样。

8.3 不得转让。未经买方事先明确书面同意, 卖方不得通过法律或其他方式转让本条款、合同或其在本条款或合同下的任何权利或义务。这些条款和合同将完全适用于各方的合法继承人和许可的受让人。

8.4 完整协议; 修订。如果双方签订合同, 则合同是双方就其标的物达成的完整协议; 它取代了 Guardian 和卖方之前就本工作达成的任何口头或书面协议和谅解。尽管有上述规定, 双方之间的任何现行的、未到期的保密协议、发明协议、电子数据交换协议或其他类似的通用协议仍然有效。只有经双方授权代表签署书面协议, 才能修改合同。未经买方授权人员的书面批准, 买方员工无权修改合同。

8.5 救济及权利。合同中规定买方的救济在所有情况下应累积适用而非排他适用。在出现违约的情况下, 非违约方将有权享有合同项下及适用法律所提供的所有权利及救济。对任何违反合同的行为的弃权不会被视为对先前或后续违反合同其他条款的行为的弃权。对任何义务或行为履行时间的延长不会被视为对任何其他义务或行为履行时间的延长。

8.6 副本和电子签名。买卖双方之间的任何合同均可签署多份副本, 所有此类副本将构成一份相同的文书。无论是本条款还是合同, 签署页原件的电子版和传真版(包括但不限于 ".pdf" 格式的电子副本)将被视为与签署页原件相同。通过 DocuSign, Inc. 电子签名系统或买方使用的任何类似服务的电子签名页版本也将被视为与原始签名页相同。应任何一方的要求, 双方应立即通过手动签署和提交一份原始签名页的副本, 确认所有电子或传真副本以及任何电子签名的签名页的版本。

request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

8.7 Contract Interpretation. The Parties desire and intend that all the provisions of these Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal, invalid, or unenforceable, will remain in full force and effect. The headings in these Terms are purely for convenience and are not to be used as an aid in interpretation. These Terms and any Contract are not to be construed against either Party as the author or drafter.

8.8 Applicable Law and Jurisdiction.

(a) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Goods or Services sold under a Contract.

(b) With respect to a Seller that is (i) organized or incorporated in the United States (each a "U.S. Supplier") or (ii) that is not a U.S. Supplier but with respect to which there is a claim that pertains solely to one or more of Buyer's facilities that are located in the United States, the Agreement will be governed by, and construed and enforced under the laws of the State of Michigan without reference to any choice of law rules or principles which would otherwise dictate application of another state or country's laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of Oakland County, Michigan or the United States District Court for the Eastern District of Michigan.

(c) For any Supplier that is not a U.S. Supplier or that does not meet the criteria in Section 8.8(b)(ii), except as provided in Attachment B to these Terms, the Contract and these Terms will be governed by, and construed and enforced under the laws of the country where Supplier is registered and the Parties select as the exclusive forum for any litigation related to these Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Supplier is registered.

8.9 Waiver of Jury Trial. To the extent permitted by applicable law, each Party waives, to the fullest extent permitted by applicable law, any rights that it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the Contract. Each Party (a) certifies that no representative, agent, or attorney of the other Party has represented, expressly or otherwise, such Party would not, during litigation, seek to enforce the foregoing waiver, and (b) acknowledges the other Party has been induced to enter into the

8.7 合同解释。双方希望并打算在法律允许的最大范围内强制执行本条款和组成合同的其他文件的所有规定。如果本条款或其他文件的任何规定，包括合同或任何协议中的任何规定对任何人或情况的适用，在任何程度上被解释为全部或部分非法、无效或不可执行，则该规定将被解释为承认其根据适用法律，在法律允许的最大范围内可执行。在任何情况下，本条款的剩余部分以及构成合同的其他文件，或任何剩余条款对任何人或情况的适用（被认定为非法、无效或不可执行的除外），将保持完全有效。本条款中的标题仅为方便而设，不能用作解释的辅助手段。本条款和任何合同不得以不利于作为作者或起草者的一方方式进行解释。

8.8 适用法律及管辖权。

(a) 《联合国国际货物销售合同公约》不适用于本条款或根据合同销售的任何货物或服务。

(b) 对于 (i) 在美国组织或注册成立的卖方（各称为“美国供应商”）或 (ii) 虽非美国供应商，但其有索赔仅涉及一个或多个位于美国的买方设施的卖方，本协议将受密歇根州法律管辖，并根据密歇根州法律进行解释和执行，无需参考要求适用其他州或国家法律的任何法律选择的规则或原则，且双方选择作为与适用合同相关的任何诉讼的专属法庭，不可撤销地同意密歇根州奥克兰县法院或美国密歇根州东区地方法院拥有专属管辖权，且应作为审判地。

(c) 对于任何非美国供应商或不符合第 8.8 (b) (ii) 条标准的供应商，除非本条款附件 B 中另有规定，否则本合同和本条款将受供应商注册国的法律管辖、解释和执行，且双方选择作为与本条款或合同有关的任何诉讼的专属法庭，并不可撤销地同意供应商注册地的法院拥有专属管辖权，且应作为审判地。

8.9 放弃陪审团审判。在适用法律允许的范围内，各方在适用法律允许的最大范围内，放弃其对陪审团就本合同直接或间接产生的、根据本合同或与本合同有关的任何诉讼进行裁决的任何权利。各方 (a) 证明另一方的任何代表、代理人或律师均未明确或以其他方式表明该方在诉讼期间不会寻求强制执行上述弃权书，以及 (b) 承认另一方因第 8.9 条规定的弃权和证明而被诱导签订合同。

Contract by, among other things, the waiver and certification set forth in this Section 8.9.

8.10 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller's documentation retention policies or seven years. Buyer and its representatives may audit Seller's records of transactions to the extent necessary to verify the quantities shipped and that the prices charged match the Purchase Price. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

8.11 Publicity and Use of Name and Marks. Unless Seller obtains Buyer's written consent, it will not, (a) except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning Guardian or Buyer, or the fact that it has furnished or contracted to furnish to Buyer the items required by the Contract or quote the opinion of any employee of Guardian or Buyer, or (b) except as contemplated in the Contract to provide Goods or Services, use Guardian's name, logo, trademark or service marks.

8.12 Status as an Independent Contractor. In all matters relating to a Contract, Seller will be acting as an independent contractor using its own resources and equipment. Neither Seller nor any of the persons furnishing materials or performing Services under a Contract are employees of Buyer for any purpose. All communication to employees and subcontractors used by Seller Group will go through Seller's Representative and no member of Seller Group will be integrated into Buyer's work organization.

8.13 Notice. All notices, requests, demands, waivers, and other communications under a Contract must be in writing. Notices to Seller or any member of Seller Group must be sent to the Seller address listed in the Contract or Purchase Order to the attention of the person signing these Terms with a copy to the Seller's address provided electronically during Supplier on-boarding. Notices to Guardian or Buyer must be sent to Guardian's address listed on the Purchase Order and to Guardian Industries, 2300 Harmon Road, Auburn Hills, Michigan 48326, to the attention of Buyer's Representative and the General Counsel with a copy to the Buyer's address listed in the Contract or Purchase Order. All notices will be deemed to be given (a) on the second date after the date mailed, if sent via overnight mail by a nationally recognized courier (return receipt requested) or (b) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

8.14 Translations. These Terms may be written in English and another language in a side by side format. In that case, in case of discrepancy, the English version prevails.

[Signatures are on the following page]

8.10 审计权。卖方将保留必要的记录，以支持在卖方的文档保留策略或七年中规定的更长时间内根据合同向买方收取的金额。买方及其代表可以在必要的范围内审计卖方的交易记录，以验证所装运的数量以及所收取的价格是否与采购价格匹配。任何审计都将在买方的费用下进行（但如果审计发现了所收取的金额中的错误，则由卖方支付），在合理的时间和卖方的通常营业地进行。

8.11 名称及标记的公开及使用。除非卖方获得买方事先书面同意，卖方不会(a)以任何方式发布广告或公告或向公众发布任何有关Guardian或买方的声明或信息、或有关卖方已向买方提供或订立合同约定向买方提供合同项下所需的物品的事实、或引用Guardian或买方任何雇员的意见或(b)除合同规定的提供货物或服务外，使用Guardian的名称，徽标、商标或服务标记。

8.12 独立承包商的身份。在与合同有关的所有事项中，卖方将以使用自己的资源和设备的独立承包商的身份行事。卖方或根据合同提供材料或履行服务的任何人员在任何情况下均不是买方的雇员。卖方集团使用的所有与员工和分包商的沟通将通过卖方代表进行，卖方集团的任何成员都不会被纳入买方的工作组织。

8.13 通知。合同下的所有通知、请求、要求、弃权和其他通信必须以书面形式进行。向卖方或卖方集团的任何成员发出的通知必须发送至合同或采购订单中列出的卖方地址，以引起签署这些条款的人员的注意，并将副本发送至供应商签订合同时以电子方式提供的卖方地址。向Guardian或买方的发出的通知必须发送至采购订单上列出的Guardian地址，并发送至Guardian Industries买方代表和总法律顾问,地址密歇根州奥本山哈蒙路2300号,邮编48326,以引起,并将副本发送至合同或采购订单中列出的买方地址。所有通知将被视为(a)在发出后的第二天送达,如果通过国家认可的快递公司(需要回执)隔日送达服务寄送,或(b)在发出后的第三天送达,如果通过挂号信或保证信服务寄送,并且需要提供回执,预付邮资。

8.14 翻译。本条款可为用英语和另一种语言并排书写的。在这种情况下,如有任何冲突,以英文为准。

[签名见下页]

<p>By signing below, Seller acknowledges and accepts the Terms and Conditions for Purchase of Non-Production Goods (Including Equipment) or In-Plant Services.</p> <p>SELLER</p> <p>_____</p> <p>Seller Entity Legal Name</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>卖方在下文签字确认并接受本非生产货物（包括设备）或工厂服务采购的条款和条件。</p> <p>卖方</p> <p>_____</p> <p>卖方实体的法定名称</p> <p>签名: _____</p> <p>姓名: _____</p> <p>职位: _____</p> <p>日期: _____</p>
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Attachment A	附件 A
INSURANCE COVERAGE EXHIBIT	承保范围附件
<p>1. Insurance Coverage. Seller will provide the following insurance coverage for Seller and any of Seller’s employees, agents or subcontractors involved in the Work or in supporting the Work, which will be primary and non-contributory to any coverages purchased by Buyer or any of its affiliates that cover Buyer:</p>	<p>1. 承保范围。卖方将为卖方和参与工作或服务工作的其任何雇员，代理商或分包商提供以下承保范围。以下保险均为主险，且不与买方或其任何关联公司购买的任何保险作任何分摊。</p>
<p>A. Workers Compensation</p>	<p>A. 工伤保险</p>
<p>i. For Work performed in the United States: to statutory limits in any State in which the Work is to be performed under the Contract;</p>	<p>i. 对于在美国进行的工作：不少于根据合同进行工作的任何州的法定限制；</p>
<p>ii. For Work performed in any country other than the United States: to statutory limits as dictated in the applicable law.</p>	<p>ii. 在美国以外的任何国家进行的工作：符合适用法律规定的限制。</p>
<p>B. Employer’s Liability Insurance, Minimum of \$2,000,000 for bodily injury by accident or disease;</p>	<p>B. 雇主责任险：由于事故或疾病造成的人身伤害投保限额为不少于 2,000,000 美元；</p>
<p>C. Commercial General Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability, including the following coverages:</p>	<p>C. 商业一般责任险，投保限额为每次发生事故/综合单次财产损失、身体伤害及人身损害责任不低于 2,000,000 美元；</p>
<p>i. Premises and operations coverage;</p>	<p>i. 生产场地和经营活动的保险；</p>
<p>ii. Independent contractor’s coverage;</p>	<p>ii. 独立承包商责任险；</p>
<p>iii. Contractual liability;</p>	<p>iii. 合同责任险；</p>
<p>iv. Products and completed operations coverage (for 3 years after completion);</p>	<p>iv. 产品和完工责任保险（完工 3 年后）</p>
<p>v. Broad form property damage liability endorsement;</p>	<p>v. 广泛补偿财产损失保险</p>
<p>vi. Personal injury liability (including contractual); and</p>	<p>vi. 人身伤害责任险（包括合同责任）；</p>
<p>vii. Sudden and accidental pollution liability.</p>	<p>vii. 突发和意外污染责任险</p>
<p>D. Comprehensive Automobile Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury including contractual liability coverage and covering either:</p>	<p>D. 综合机动车责任险，投保限额为每次发生事故/综合单次财产损失及人身损害责任不低于 2,000,000 美元，包括合同责任险，包括以下两种：</p>
<p>i. “any auto”, or</p>	<p>i. “任何机动车”，或</p>
<p>ii. “all owned autos,” “hired autos,” and/or “non-owned autos,” as applicable; in which case Seller represents and warrants to Guardian that no automobiles or other vehicles not so covered will be used in the performance of the Services or otherwise in connection with activities under the Contract.</p>	<p>ii. “所有自有机动车”、“租用机动车”和/或“非自有机动车”（如适用）；在这种情况下，卖方向 Guardian 声明并保证，在履行服务或与本合同项下活动有关的其他方面，不会使用不在承保范围内的机动车或其他车辆。</p>
<p>E. Professional Liability Insurance, if the Work might be ineligible for coverage under Seller’s Commercial General Liability Policy by operation of a “professional services” (or comparable) exclusion or exemption, having coverage sufficiently broad to cover such potentially ineligible services with reasonable minimum limits per occurrence and in the aggregate, which coverage will continue in full force and effect</p>	<p>E. 职业责任保险，如因“职业服务”（或类似的）排除或豁免，该工作可能不符合卖方商业一般责任保险的承保范围。其承保范围必须足够广，足以覆盖此类潜在不符合资格的服务，每次事故的赔偿和总赔偿均不少于合理最低限额。</p>

<p>for 3 years following completion, expiration or termination of the Contract.</p> <p>F. Property Insurance, covering Seller's machinery and equipment, contractor's tools, or any other property at the worksite that is not intended to be part of the completed Work.</p> <p>2. Insurance Limits and Information. The limits stated in Sections 1.B, 1.C, 1.D and 1.E above can be provided by a combination of primary and excess liability policies and will be at least \$2,000,000 per occurrence. Seller's insurance will cover claims or suits against Guardian or its affiliates for alleged failure to provide a "safe place to work" and equivalent claims relating to workplace hazards. Seller and its subcontractors will provide Guardian with a copy of such party's Workers Compensation Experience Rating Modification for the 3 years before the beginning of the Work.</p> <p>3. Additional Insured. All insurance policies required by the Contract, with the exception of Workers' Compensation, Employers' Liability, and/or Professional Liability Coverage, as applicable, must designate "[the applicable Buyer] and its affiliates and subsidiaries" as an additional insured. Contractor agrees, and the applicable policies will provide coverage through the additional insured status for liability arising out of Contractor's performance under the Contract or activities relating to such performance.</p> <p>4. Waiver of Subrogation. To the fullest extent permitted by applicable law; (A) Seller, on behalf of its insurers, waives any right of subrogation that such insurers may have against Guardian or Buyer arising out of the Contract; (B) the insurance specified in Section 1.A and Section 1.B will contain a waiver of the right of subrogation against Buyer and Guardian and, if applicable, an assignment of statutory lien; and (C) any physical damage insurance carried by Seller on equipment, tools, temporary structures and supplies owned or used by Seller will provide a waiver of the right of subrogation against Guardian or Buyer.</p> <p>5. Policies. The obligation to carry insurance in conformance with the requirements of the Contract, including as set forth in this Insurance Coverage Exhibit, does not modify or limit in any way any other liabilities or obligations assumed by Seller under the Contract, and is independent of the indemnity obligations of the Contract. No cancellation, modification or change in any of Seller's insurance policies will affect Seller's obligation to maintain the insurance coverages required by the Contract. Seller will be held accountable for all insurance coverages including those of sub-contractors. If and to the extent that the insurance coverage maintained by Seller is greater or broader in any respect than the description of the corresponding requirement set forth in this Insurance Coverage Exhibit, then such greater or broader coverage is automatically made a part of such description to the extent necessary to bring Seller's obligations under this Insurance Coverage Exhibit in conformity with the actual coverage in such respect. Neither Guardian nor Buyer has any duty to advise Seller if Seller's insurance is not in compliance with the Contract. Buyer's acceptance of any proof of insurance does not constitute acknowledgement of the adequacy of coverage and/or compliance with the requirements of the Contract, or an amendment to the Contract.</p> <p>6. Certificates of Insurance. Contractor will promptly provide certificates of insurance addressed to Buyer evidencing</p>	<p>该承保范围将在完工、合同期满或终止后的 3 年内持续保持有效。</p> <p>F. 财产保险, 包括卖方的机械和设备、承包商的工具或工地上不属于已完成工程一部分的任何其他财产。</p> <p>2. 保险限额和信息。上述第1.B、1.C、1.D和1.E节中规定的限额可由主要和超额责任保单组合提供, 每次事故的限额至少为200万美元。卖方的保险将涵盖因涉嫌未能提供“安全工作场所”以及与工作场所危险相关的等效索赔而对Guardian或其关联公司提出的索赔或诉讼。卖方及其分包商将在工程开始前3年向Guardian提供一份该方工伤保险经验修正分级的副本。</p> <p>3. 额外被保险人。本合同要求的所有保险单, 除工伤保险、雇主责任险和/或职业责任险(如适用)外, 必须指定“[适用的买方]及其关联公司和子公司”作为额外被保险人。承包商同意, 并且适用的保险单将通过额外被保险人身份将因承包商因履行合同或与此类行为相关的活动而产生的责任包括在承保范围之内。</p> <p>4. 放弃代位求偿权。在适用法律允许的最大范围内; (A) 卖方代表其承保人放弃承保人因本合同可能对Guardian或买方享有的代位求偿权; (B) 第1.A条和第1.B条中规定的保险将包含对买方和Guardian的代位求偿权的放弃(如适用), 以及法定留置权的转让; 且(C) 卖方对卖方拥有或使用的设备、工具、临时结构和供应品所投保的任何物理伤害保险将包含对Guardian或买方的代位求偿权的放弃。</p> <p>5. 保单。按照合同要求进行投保的义务, 包括本承保范围附件中规定的义务, 不得以任何方式修改或限制卖方在本合同下承担的任何其他责任或义务, 且独立于本合同的赔偿义务。任何卖方保单的取消、修改或变更都不会影响卖方维持本合同要求的承保范围的义务。卖方应对包括分包商保险在内的所有保险负责。如果卖方的承保范围在任何方面比本承保范围附件中规定的相应要求的描述更大或更广, 则此类更大或更广的承保范围自动成为此类描述的一部分, 以使卖方在本承保范围附件项下的义务在该方面的与实际承保范围相一致。如果卖方的保险不符合合同规定, Guardian和买方都没有义务通知卖方。买方接受任何保险证明并不意味着确认承保范围的充分性和/或符合合同要求, 或确认对合同的修改。</p> <p>6. 保险证明。承包商应立即向买方提供保险证明, 证明</p>
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<p>the coverage required in this Insurance Coverage Exhibit. Buyer has the right, at its option, to (i) provide some or all the required coverage at Seller's expense (either by set off or direct charge), or (ii) suspend access to its facilities for Seller, its employees and subcontractors – without any reduction in Seller's obligations – unless and until the requested certificates have been provided. Seller will provide written notice to us 30 days in advance of any cancellation or non-renewal. Any such change, modification or cancellation does not affect Seller's obligation to maintain the insurance coverages in this Insurance Coverage Exhibit. In addition, furnishing the foregoing certificates of insurance will not relieve Seller from any liability or obligation for which Seller would otherwise be responsible under the Contract.</p>	<p>承包商已按照本承保范围附件中要求的承保范围进行投保。买方有权选择 (i) 提供部分或全部所需保险, 费用由卖方承担 (通过抵消或直接收费), 或 (ii) 暂停卖方、其员工和分包商使用其设施 (不影响卖方在本合同下的义务) 除非和直到卖方提供了要求的保险证明。卖方将在取消或不续约任何保险的前30天向我方发出书面通知。任何此类变更、修改或取消不影响卖方依照本承保范围附件中维持承保范围的义务。此外, 提供上述保险证明并不免除卖方在本合同下应承担的任何责任或义务。</p>
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Attachment B	附件 B
<p style="text-align: center;">EXCEPTIONS TO APPLICABLE LAW AND JURISDICTION</p>	<p style="text-align: center;">适用法律和管辖权的例外情况</p>
<p>PRECEDENCE OF TERMS. This Attachment B will apply if applicable to modify Section 8.8 of the Terms and Conditions for Purchase of Non-Production Goods (including Equipment) and shall take precedence over Section 8.8. All other terms not specifically modified below shall remain in full force and effect.</p>	<p>条款的优先顺序本附件B, 如适用, 适用于非生产货物 (包括设备) 采购条款和条件第 8.8 节的修改, 优先于第 8.8 节。以下未经特别修改的所有其他条款仍应保持完全有效。</p>
<p>The following modifications will apply if the Seller is registered in China and will replace Section 8.8 of the General Terms and Conditions of Purchase for Goods and/or Services in that instance only, as follows:</p>	<p>如果卖方在中国注册, 以下修改将适用, 并将取代第 8.8 节货物和/或服务采购的通用条款和条件, 具体如下:</p>
<p>General Terms and Conditions – Applicable Law and Jurisdiction – China</p>	<p>一般条款和条件-适用法律和管辖权-中国</p>
<p>8.8 Applicable Law and Jurisdiction. The Contract will be governed by, and construed and enforced in accordance with, the laws of the People’s Republic of China in accordance with the provisions of this section 8.8. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these General Terms and Conditions which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC’s arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall in conducted in both English and Chinese. The arbitration award is final and binding upon both parties.</p>	<p>8.8 适用法律和管辖权。本合同受中华人民共和国法律管辖, 并根据第 8.8 条的规定进行解释和执行。《联合国国际货物销售合同公约》不适用于本合同。因本合同或本通用条款引起的或与本合同或本通用条款有关的任何争议, 在一个月未经协商解决的, 应提交中国国际经济贸易仲裁委员会 (CIETAC) 在北京进行仲裁, 仲裁应按照申请仲裁时有效的中国国际经济贸易仲裁委员会仲裁规则进行。仲裁委员会由三名仲裁员组成, 一名由买方指定, 一名由卖方指定, 第三名由中国国际经济贸易仲裁委员会指定。仲裁应以中英文进行。仲裁裁决是终局的, 对双方均有约束力。</p>

Attachment C

DATA PROTECTION & SECURITY

(a) Guardian and Buyer are the owner of, and have the sole right to use, the Guardian Data and may use the Guardian Data in any way that either sees fit. Seller will not collect, use, disclose, share or store Guardian Data except to fulfill the applicable Contract. If requested, Seller will assist Buyer with extracting Guardian Data from the Goods or Services. Guardian Data will be available to Guardian in a machine-readable method and format acceptable to Guardian prior to leaving Guardian's on premises network. Guardian Data must be compatible with Guardian's industrial control system standards and requirements as communicated to Seller from time to time. All Guardian Data stored by Seller, whether on-site or off-site, must be readily accessible to and by Guardian. Seller will keep secure all Guardian Data that is in its possession or control and will maintain or caused to be maintained a reasonable information security system that complies with all applicable laws and is designed to reasonably ensure that security and confidentiality of all Guardian Data. Seller will promptly and without undue delay, notify Guardian of any security incident related to Personal Data. At Guardian's request, Seller will return to Guardian or delete all copies of Guardian Data or subsets thereof, at no cost to Guardian. Seller agrees not to sell or generate revenue from the Guardian Data obtained by Guardian. Guardian is the sole owner of all Guardian Data and, with the exception of the Personal Data with respect to which no license is granted, grants to Seller a limited, non-exclusive license to access and use the Guardian Data for sole purpose of executing the applicable Contract or related contracts between Guardian and Seller such as support or service contracts.

(b) Notwithstanding anything to the contrary in the Contract, (A) Seller will ensure that Personal Data are only available to their personnel who have a legitimate business need to access the Personal Data, who are bound by legally enforceable confidentiality obligations, who have received training on applicable data protection policies and procedures, and who only possess the Personal Data consistent with legal obligations and (B) Seller will not collect, use, disclose, share or store any Personal Data except to fulfil its obligations under the applicable Contract. Seller will not transfer or provide access to Personal Data internally or to sub-processors outside of the country where the data originates without first establishing a legal basis for such transfer and ensuring that the transfer meets the requirements of applicable law.

(c) Seller represents and warrants to Guardian and Buyer that all Personal Data that Seller provides in connection with these Terms or under a Contract is or has been provided voluntarily and Seller has received the employees' consent, where required, to share such Personal Data or information with Guardian and Buyer.

(d) Whenever Seller employs the services of third-party service providers to assist it in performing its obligations under a Contract, Seller agrees that such service providers are capable of maintaining appropriate safeguards for Personal Data and that Seller has contractually obligated such service providers to maintain appropriate safeguards designed to comply with applicable law and applicable privacy standards. Seller will be liable for the acts and omissions of its subcontractors and sub-processors to the same extent that Seller would be liable if

附件 C

数据保护和隐私

(a) Guardian 和买方是 Guardian 数据的所有者，并拥有独家使用 Guardian 数据的权利，可以以任何一方认为合适的方式使用 Guardian 数据。卖方不会收集、使用、披露、分享或存储 Guardian 数据，除非是为了履行适用的合同。如有要求，卖方将协助买方从商品或服务中提取 Guardian 数据。Guardian 数据在离开 Guardian 的内部网络之前，将以 Guardian 可接受的机器可读方法和格式提供给 Guardian。Guardian 数据必须与 Guardian 的工业控制系统标准和要求兼容，这些标准和要求会不时地传达给卖方。卖方存储的所有 Guardian 数据，无论是现场还是场外，都必须能被 Guardian 随时获取。卖方将保护其拥有或控制的所有 Guardian 数据的安全，并将维持或被维持在一个合理的信息安全系统内，该系统符合所有适用法律，并旨在合理地确保所有 Guardian 数据的安全性和保密性。卖方将及时并无不当拖延地通知 Guardian 任何与个人数据有关的安全事件。应 Guardian 的要求，卖方将向 Guardian 归还或删除 Guardian 数据的所有副本或其子集，且 Guardian 无需支付费用。卖方同意不出售 Guardian 的数据，也不从 Guardian 获取的数据中产生收入。Guardian 是所有 Guardian 数据的唯一所有者，除未授予许可的个人数据外，Guardian 授予卖方有限的、非独家的许可，以访问和使用 Guardian 数据，其唯一目的是执行适用的合同或 Guardian 与卖方之间的相关合同，如支持或服务合同。

(b) 不论合同中何有相反规定，(A) 卖方将确保个人数据只提供给有合法业务且需要访问个人数据的人员，这些人员受具有法律效力的保密义务约束，接受过适用的数据保护政策和程序的培训，并且仅持有符合法律义务的个人数据；且 (B) 卖方不会收集、使用、披露、分享或存储任何个人数据，除非是为了履行适用合同下的义务。卖方不会在内部或向数据来源国以外的次级处理人转移或提供对个人数据的访问权，除非首先为此种转移建立了法律依据并确保此种转移符合适用法律的要求。

(c) 卖方向 Guardian 和买方声明并保证，卖方提供的与本条款或合同有关的所有个人数据都是或已经自愿提供的，并且卖方已经获得雇员的同意（如有需要）与 Guardian 和买方分享这些个人数据或信息。

(d) 每当卖方使用第三方服务提供商的服务来协助其履行合同项下的义务时，卖方同意该等服务提供商有能力为个人数据维持适当的保护措施，并且卖方已通过合同要求该等服务提供商维持旨在遵守适用法律和适用隐私标准的适当保护措施。卖方将对其分包商和子处理商的行为和不作为负责，其程度与卖方直接执行每个分包商或子处理商的服务所承担的责任相同。

<p>performing the services of each subcontractor or sub-processor directly.</p> <p>(e) Seller will provide to Buyer and / or to the provider selected by Buyer (such provider will be known as the “Successor Provider”) assistance reasonably requested by Buyer to effect the orderly transition of Guardian Data (such assistance is referred to as the “Transition Services”) following the termination or expiration of the applicable Contract, in whole or in part. The Transition Services will be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the Guardian Data; (b) transferring the Guardian Data to a Successor Provider; (c) using commercially reasonable efforts to assist Buyer in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Seller in connection with the Guardian Data; (d) using commercially reasonable efforts to make available to Buyer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Seller in connection with the Guardian Data; and (e) such other activities upon which the parties may agree.</p> <p>(f) The provisions in this Attachment C survive any expiration or termination of these Terms or a Contract.</p>	<p>(e) 卖方将向买方和/或买方选定的供应商（该供应商将被称为“继任供应商”）提供买方合理要求的协助，以便在适用合同全部或部分终止或到期后实现 Guardian 数据的有序过渡（此类协助被称为“过渡服务”）。过渡服务将基于时间和材料提供，可能包括(a)为 Guardian 数据的有序过渡制定计划；(b)将 Guardian 数据传输给继任供应商；(c)利用商业上合理的努力，协助买方获得任何必要的权利，以合法、实际地访问和使用卖方当时在 Guardian 数据方面使用的任何第三方技术和文件；(d)做出合理的商业努力，根据双方同意的条款和条件，向买方提供卖方当时正在使用的与 Guardian 数据有关的任何第三方服务；以及(e)双方可能同意的此类其他活动。</p> <p>(f) 本附件 C 的规定在本条款或合同到期或终止后仍然有效。</p>
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