

# **COLLINS AEROSPACE**

柯林斯航空航天公司

## **STANDARD TERMS AND CONDITIONS OF PURCHASE**

采购的标准条款和条件

### **PRODUCT**

产品

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## TABLE OF CONTENTS

### 目录

1. DEFINITIONS 定义.....	5
2. ORDER ACCEPTANCE 接受订单.....	9
3. QUALITY REQUIREMENTS 质量要求 .....	9
4. DELIVERY 交付.....	10
5. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS 检验、验收和拒收货物.....	11
6. WARRANTY 保证.....	12
7. INDEMNIFICATION 赔偿.....	15
8. TAXES 税款 .....	16
9. INSPECTION AND AUDIT RIGHTS 检验和审计权.....	17
10. BUYER-FURNISHED AND BUYER-FUNDED ITEMS 买方提供和买方出资的物品 .....	18
11. CHANGES 变更 .....	19
12. INSURANCE 保险.....	20
13. TERMINATION FOR CONVENIENCE 为方便而终止 .....	22
14. TERMINATION FOR DEFAULT 因违约而终止.....	23
15. INTELLECTUAL PROPERTY RIGHTS 知识产权.....	26
16. INTELLECTUAL PROPERTY INDEMNIFICATION 知识产权赔偿.....	27
17. PROPRIETARY INFORMATION 专有信息.....	29
18. SECURITY FOR COLLINS INFORMATION COLLINS 信息安全.....	33
19. ACCESS TO FACILITIES, SYSTEMS OR COLLINS INFORMATION .....	
使用设施、系统或 COLLINS 信息.....	37
20. COMPLIANCE WITH LAWS 遵守法律 .....	39
21. PROHIBITED TELECOMMUNICATIONS EQUIPMENT & SERVICES .....	
禁止使用的电信设备和服务 .....	41

22.	CONFLICT MINERALS 冲突矿物.....	41
23.	GLOBAL CHEMICAL REGULATIONS AND MATERIALS OF CONCERN ..... 全球化学品法规和相关材料 .....	42
24.	COMPLIANCE COVENANTS 遵守契约 .....	43
25.	SUPPLIER CODE OF CONDUCT 供应商行为准则.....	44
26.	GLOBAL TRADE COMPLIANCE 全球贸易合规性.....	44
27.	INTERNATIONAL OFFSET 国际抵消.....	50
28.	ASSIGNMENT 转让 .....	51
29.	SUBCONTRACTING 分包.....	51
30.	CHANGE IN CONTROL OR GRANT OF SECURITY INTEREST ..... 控制权的变更或担保权益的授予 .....	52
31.	STOP WORK ORDER 停工令 .....	54
32.	FORCE MAJEURE 不可抗力 .....	54
33.	DUTY TO PROCEED 继续履行义务.....	55
34.	ASSURANCE OF PERFORMANCE 履约保证 .....	55
35.	SETOFF 抵消.....	56
36.	GOVERNING LAW AND FORUM 适用法律和法庭.....	56
37.	DISPUTE RESOLUTION 争议解决 .....	57
38.	ORDERS UNDER U.S.GOVERNMENT CONTRACTS 美国政府合同下的订单.....	<b>Error!</b>
<b>Bookmark not defined.</b>		
39.	SUPPLIER DIVERSITY 供应商多样性.....	57
40.	NEWS RELEASES, PUBLICITY AND OTHER DISCLOSURES ..... 新闻发布、宣传和其他披露 .....	58
41.	DELAYS 延迟.....	58
42.	REMEDIES 补救措施 .....	58
43.	PARTIAL INVALIDITY 部分无效.....	58

44. SURVIVAL 存续 ..... 59

45. NO WAIVER 非弃权 ..... 59

46. RELATIONSHIP OF THE PARTIES 双方关系 ..... 59

47. CAPTIONS 标题 ..... 60

48. INTERPRETATION 解释 ..... 60

49. ORDER OF PRECEDENCE 优先顺序 ..... 60

50. LANGUAGE 语言

## 1. DEFINITIONS - 定义

- 1.1. “Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.  
“关联公司”就任何实体而言，是指直接或间接控制该实体、或由该实体拥有、控制或与该实体共同拥有或控制的任何其他实体。
- 1.2. “Agreement” means any agreement that references these Terms and Conditions, including but not limited to, a long term or master agreement, or an Order.  
“协议”是指引用此类条款和条件的任何协议，包括但不限于长期协议、主协议或订单。
- 1.3. “ASQR”, including numerical suffixes thereto, means the Aerospace Supplier Quality Requirement Documents, as further set forth on the Collins Supplier Site, as modified from time to time by Buyer.  
“ASQR”包括其数字后缀，是指航空航天供应商质量要求文件，如 Collins 供应商网站上进一步规定并由买方不时修改的此类文件。
- 1.4. “Buyer” means Collins or Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.  
“买方”是指根据协议和/或此类条款和条件，发出订单的 Collins 或其关联公司。
- 1.5. “Buyer Personal Information” means any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with an Agreement or any Order that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.  
“买方个人信息”是指根据协议或任何订单，供应商或其代理人、代表或分包商（直接或间接）获得（或可获得）的与任何已识别或可识别自然人相关的任何信息或数据，或在与适用法律相冲突的范围内，受任何数据隐私法约束的此类信息或数据。
- 1.6. “Buyer's Customer” means the ultimate owner, lessee, or operator of the Goods and/or Services and includes any purchaser of an end product incorporating the Goods and/or Services provided by Supplier under the Order.  
“买方客户”是指货物和/或服务的最终所有者、承租人或经营者，包括含有供应商根据订单提供的货物和/或服务的最终产品的任何购买者。
- 1.7. “Data Privacy Laws” means applicable national, federal, state, and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data.  
“数据隐私法”是指与数据隐私、个人信息或数据保护以及个人信息或数据跨境传输相关的适用国家、联邦、州和省法律。
- 1.8. “Delivery Date” means the date of delivery for Goods and/or Services as specified in an Order and/or by the Delivery System.  
“交付日期”是指订单和/或交付系统中规定的货物和/或服务的交付日期。
- 1.9. “Delivery System” means Buyer's delivery scheduling system and electronic data exchange billing and invoicing system.  
“交付系统”是指买方的交付调度系统和电子数据交换、计费和开票系统。
- 1.10. “Enterprise Quality Notes” (Q-Notes) means product specific quality requirements, as further set forth on the Collins Supplier Site, as modified from time to time by Buyer.

“企业质量说明”（Q-Notes）是指产品特定质量要求，如 Collins 供应商网站上进一步规定并由买方不时修改的此类要求。

1.11. “FAA” means the U.S. Federal Aviation Administration.

“FAA”是指美国联邦航空管理局。

1.12. “Goods” means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items that are required to be delivered pursuant to, or in connection with, an Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.

“货物”是指根据订单（或与订单相关）需交付的货物、零件、供应品、软件、技术、图纸、数据、报告、手册、其他指定文件、服务或物品。为明确起见，买方根据此类条款和条件的变更条款对货物的零件编号和/或其他描述进行的变更将继续适用于该货物。

1.13. “GTC Laws” mean the customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, Goods or Services including, without limitation, the (i) Export Administration Regulations (“EAR”), 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999; (v) regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (“ATF”) found in 27 CFR Chapter II; (vi) Customs regulations, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

“GTC 法律”是指在进口、出口、再出口、转让、披露或提供技术数据、货物或服务时适用的海关、出口管制、制裁和美国反抵制法律、法规和法令，包括但不限于（i）《美国出口管制条例》（“EAR”），即《美国联邦法规》第 15 编第 730-774 部分；（ii）《国际武器贸易条例》（“ITAR”），即《美国联邦法规》第 22 编第 120-130 部分；（iii）《外国资产管制条例》，即《美国联邦法规》第 31 编第 500-598 部分；（iv）《国内税收法典》，即《美国法典》第 26 编 § 999；（v）美国司法部下属烟草、火器与爆炸物管理局（“ATF”）管理的条例，参见《美国联邦法规》第 27 编第 II 章；（vi）《美国海关条例》，即《美国法典》第 19 编以及《美国联邦法规》第 19 编；（vii）其他国家适用的海关和出口法律法规，但与美国法律不一致的规定除外。

1.14. "Harmful Code" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (a) computer, software, firmware, hardware, system, or network; or (b) any application or function of any of the foregoing or the integrity, use, or operation of any data Processed thereby; or (ii) prevent Buyer or any authorized user from accessing or using the Services as intended by this Agreement, and includes any virus, bug, trojan horse, worm, self-help code, back door, or other malicious computer code, and any time bomb or drop dead device.

“有害代码”是指任何软件、硬件或其他技术、设备或手段，其目的或效果是：（i）允许未经授权使用或以任何方式破坏、扰乱、禁用、扭曲或以其他方式损害或阻碍任何（a）计算机、软件、固件、硬件、系统或网络；或（b）上述任何应用程序或功能，或由其处理的任何数据的完整性、可使用性或可操作性；或（ii）阻止买方或任何授权用户访问或使用本协议规定的服务，包括任何病毒、漏洞、特洛伊木马、蠕虫病毒、自助代码、后门或其他恶意计算机代码，以及任何定时炸弹病毒或死机病毒。

- 1.15. **“Intellectual Property” means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.**  
“知识产权”是指所有发明、专利、软件、版权、掩膜作品、工业产权、商标、商业秘密、专有技术、专有信息以及类似性质的权利和信息。这些信息包括但不限于设计、工艺、图纸、印刷品、规格、报告、数据、技术信息和说明。
- 1.16. **“Lead Time” means the maximum time within which Supplier agrees to deliver Goods after receipt of a delivery requirement for such Goods, taking into account the manufacturing lead time and material lead time related to such Goods. Unless otherwise mutually agreed between Buyer and Supplier, Lead Times are measured based on the date of receipt of the relevant Goods at Buyer’s facility.**  
“交货期”是指供应商在收到货物交付要求后同意交付此类货物的最长时间，并应考虑与此类货物相关的制造交货期和材料交货期。除非买方和供应商之间另有约定，否则交货期应根据买方工厂收到相关货物的日期来计算。
- 1.17. **“Order” means a paper or electronic document, sent by Buyer to Supplier, or an entry in the Delivery System, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, a statement of work or other authorization, including Changes, supplements, or modifications thereto. The phrase “in connection with the Order” includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes an Agreement.**  
“订单”是指由买方发送给供应商的纸质或电子文件或交付系统中的条目，用于启动货物或服务的订购，如采购订单、调度协议、工作说明书或其他授权（包括其变更、补充或修订）。短语“与订单相关”包括订单的履行、订单的预期履行以及订单投标或建议书的编制。在上下文允许的情况下，术语“订单”包括协议。
- 1.18. **“Obsolescence” means when Goods contain components or materials which are generally no longer commercially available in regular markets or when Goods have become technically impractical to manufacture.**  
“过时”是指货物所含部件或材料在正常市场上一般已不再有商业供应，或货物的制造在技术上已不可行。
- 1.19. **“Party” or “Parties” means Buyer and/or Supplier, individually or collectively, as the context requires.**  
“一方”或“双方”是指买方和/或供应商（单独称一方，合称双方），视上下文要求而定。
- 1.20. **“Process” means with respect to Collins Information, to use, access, manipulate, modify, disclose, store (including back-up), transmit, transfer, retain, and dispose of such Collins Information.**  
“处理”就 Collins 信息而言，是指使用、访问、操作、修改、披露、存储（包括备份）、传输、转移、保留和处置此类 Collins 信息。
- 1.21. **“Program Specific Documents” means the program attachments, including without limitation, program specific terms corresponding to platforms related to commercial and military programs, as the Parties may agree, which set forth the specific terms and conditions for each platform and/or program, as applicable, and which are incorporated into applicable Orders.**  
“项目特定文件”是指项目附录，包括但不限于双方可能同意的与商业和军事项目相关的平

台对应的项目特定条款，此类项目附件可规定每个平台和/或项目的特定条款和条件（如适用），并可纳入适用订单。

- 1.22. “Collins” means Hamilton Sundstrand Corporation, Goodrich Corporation, Rockwell Collins Inc. as well as any Affiliate or subsidiary of these aforementioned entities operating under the Collins Aerospace banner.  
“Collins” 指 Hamilton Sundstrand Corporation、Goodrich Corporation、Rockwell Collins Inc. 以及在柯林斯航空航天旗下运营的上述实体的任何附属公司或子公司。
- 1.23. “Collins Information” means any (i) Proprietary Information; (ii) Buyer Personal Information; and (iii) other data, materials, or information owned or managed by Buyer or Buyer’s Affiliates or which Buyer or Buyer’s Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer’s Affiliate; (b) that Supplier or Supplier Personnel collects, Processes, or generates for or on behalf of, or at the direction of Buyer or Buyer’s Affiliate in providing the Services, including in each case metadata from Buyer’s or Buyer’s Affiliates’ use of the Services and derivatives of any of the foregoing (e.g., aggregations of Collins Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer’s Affiliate data records or how Buyer or Buyer’s Affiliate uses the Services).  
“Collins 信息”是指任何（i）专有信息；（ii）买方个人信息；以及（iii）买方或买方关联公司拥有或管理的其他数据、材料或信息，或买方或买方关联公司有义务代表他人管理和/或保护的以下信息：（a）由买方或买方关联公司提供给供应商的信息；（b）在提供服务时，供应商或供应商人员代表买方或买方关联公司（或根据买方或买方关联公司指示）收集、处理或生成的信息，包括买方或买方关联公司使用服务的元数据以及上述任何信息的衍生信息（例如，Collins 信息的汇总、服务用户的概况，或对买方或买方关联公司的数据记录或服务使用情况的分析）。
- 1.24. “Collins Supplier Site” means <https://portal.rockwellcollins.com/web/suppliers/utc-supplier-docs>, which URL may change from time to time. Any such change shall not affect the applicability of the material referenced therein.  
“Collins 供应商网站”是指 <https://portal.rockwellcollins.com/web/suppliers/utc-supplier-docs>，该网址可能会不时变更。任何此类变更不得影响其引用材料的适用性。
- 1.25. “Services” means Supplier’s activities ancillary to manufacture or delivery of Goods, including design, engineering, installation, repair, and maintenance, even if performed prior to the Effective Date of an Agreement or the issuance of an Order.  
“服务”是指供应商制造或交付货物的辅助活动，包括设计、工程、安装、维修和保养，协议生效日期前或订单签发前进行的此类活动也属于服务。
- 1.26. “Specifications” means all requirements with which Goods and performance hereunder must comply, as specified or referenced by Buyer in Orders, including, without limitation, ASQR or its then-current successor, Enterprise Q-Notes, Program Specific Documents, drawings, instructions, and standards on a Buyer web site or elsewhere, as such requirements are modified from time to time by Buyer.  
“规格”是指买方在订单中指定或提及的货物和性能必须符合的所有要求，包括但不限于 ASQR 或其最新版本、企业质量说明、项目特定文件、图纸、说明和买方网站或其他位置的标准，买方将不时对此类要求进行修改。
- 1.27. “Supplier” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order or Agreement.  
“供应商”是指根据订单或协议提供货物和/或服务或以其他方式履行工作的法律实体。

1.28. "Supplier Personnel" means Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any person used by Supplier in the performance under an Order or Agreement.

“供应商人员”是指供应商的雇员、代理人、代表、分包商、分包商雇员或供应商在履行订单或协议时使用的任何人员。

1.29. "Technical Data" means information that is necessary for the design, development, production, operation, modification, or maintenance of Goods or Services as set forth in applicable GTC Laws. Technical Data includes derived Technical Data that is of non-U.S. origin, but subject to U.S. jurisdiction, which may include, but is not limited to, drawings, specifications, or operation sheets containing U.S. origin data or that were developed using U.S. origin data.

“技术数据”是指适用的 GTC 法律中规定的货物或服务的设计、开发、生产、操作、修改或维护所必需的信息。技术数据包括非美国来源但受美国管辖的衍生技术数据，可能包括但不限于含有美国来源数据或使用美国来源数据开发的图纸、规格或操作表。

1.30. "Terms and Conditions" means these Collins Aerospace Standard Terms and Conditions of Purchase - Product.

“条款和条件”是指柯林斯航空航天标准购买条款和条件 - 产品。

## **2. ORDER ACCEPTANCE**

### **接受订单**

2.1 Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order and incorporated into the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected.

供应商 (i) 全部或部分履行或表示履行订单，或 (ii) 确认订单，可视为供应商接受订单以及订单中包含的所有条款和条件（包括此类条款和条件）。如果供应商的报价、接受、确认、发票或其他供应商通信中提出的任何条款和条件，与本协议的条款存在增加、变化或冲突，特此对供应商的此类条款和条件予以拒绝。

2.2 Payment of invoices issued under any Order shall be made in U.S. dollars and shall be due and payable 90 days following Buyer's receipt thereof, provided (i) the associated Goods have been delivered pursuant to Buyer's delivery requirements and (ii) Buyer's invoicing requirements have been satisfied.

根据任何订单开具的发票的付款均应以美元支付，并应在买方收到发票后 90 天内到期支付，前提是 (i) 相关货物已按照买方的交付要求交付，并且 (ii) 买方的发票要求已满足。

## **3. QUALITY REQUIREMENTS**

### **质量要求**

3.1. Supplier shall comply with all Specifications, Buyer quality documents and all subsequent versions thereof applicable at the time of deliveries. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier and/or the Goods to comply with the Specifications.

供应商应遵守交付时适用的所有规格、买方质量文件及其所有后续版本。如果供应商无法提供货物和/或货物不符合规格，供应商应立即书面通知买方。

- 3.2. Supplier and Supplier's subcontractors that are allowed access to the US Government Industry Data Exchange Program ("GIDEP") shall participate in monitoring GIDEP alerts that affect the Goods ("GIDEP Alerts") and shall act on any GIDEP Alerts.  
获权访问美国政府工业数据交换计划 ("GIDEP") 的供应商及其分包商应参与监控影响货物的 GIDEP 警报 ("GIDEP 警报")，并应就任何 GIDEP 警报采取行动。
- 3.3. Supplier shall comply with Airworthiness Directives issued by the FAA pursuant to 14 C.F.R.Part 39 that affect the Goods ("ADs"), to correct any unsafe conditions identified therein.  
供应商应遵守 FAA 根据《美国联邦法规》第 14 编第 39 部分发布的影响货物的适航指令 ("AD")，以纠正其中发现的任何不安全状况。
- 3.4. Supplier shall promptly notify Buyer of any GIDEP Alerts and ADs related to the Goods.  
供应商应及时通知买方与货物相关的任何 GIDEP 警报和适航指令。

#### 4. DELIVERY

##### 交付

- 4.1. Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.  
时间对于供应商的订单履约至关重要，并且供应商应在交货日期前交付货物并提供服务。
- 4.2. Shipment shall be to the location directed by Buyer. Buyer may serve as importer of record only as described in the sub-Section hereof entitled Customs Clearance. If Buyer will be the importer of record Supplier shall ship Goods FCA Supplier's facility (Incoterms 2020) unless the Order or Buyer's Delivery System provide different instructions. Title and, notwithstanding the foregoing, risk of loss shall pass to Buyer upon receipt of Goods at Buyer's facility, or third party drop shipment point.  
货物应装运至买方指定的地点。买方仅可担任本协议“清关”一条中所述的备案进口商。如果买方是备案进口商，除非订单或买方的交付系统提供不同指示，否则供应商应将货物运至 FCA 供应商的工厂（《国际贸易术语解释通则 2020》）。尽管有上述规定，买方在买方工厂或第三方直运点收到货物后，货物所有权和损失风险应转移给买方。
- 4.3. If Buyer requests delivery of Goods on a date which does not allow sufficient Lead Time (a "Need Date"), Supplier shall use all commercially reasonable efforts to meet such Need Date. If Supplier agrees in writing to meet a Need Date, such Need Date shall be considered the Delivery Date. If Supplier does not agree to meet the Need Date, Buyer may, without liability: (i) reduce or cancel its requirements for such Goods, (ii) reallocate to another Order or reschedule any such Goods, or (iii) waive the Need Date and accept such Goods on the original Delivery Date.  
如果买方要求在无法满足充分交货期的日期交货（下称“需求日期”），供应商应尽一切商业上合理的努力满足该需求日期。如果供应商书面同意按需求日期交货，该需求日期应视为交付日期。如果供应商不同意按需求日期交货，买方可在不承担责任的情况下：（i）减少或取消对此类货物的需求，（ii）将任何此类货物重新分配给另一订单或重新安排订单，或（iii）放弃需求日期并在原交付日期接受此类货物。

## 5. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS

### 检验、验收和拒收货物

- 5.1. Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order.  
供应商应仅向买方提供已通过适用检验系统检验并符合订单所有要求的货物。
- 5.2. Buyer may provide written notice of acceptance of the Goods to Supplier. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of, (iv) delivery of, or (v) transfer of title to or risk of loss of the Goods to Buyer, acceptance shall not be deemed to occur until 12 months following Buyer's receipt of Goods ("Inspection Period").  
买方可向供应商提供货物验收的书面通知。但是，在没有买方书面验收的情况下，即使已 (i) 事先检验，(ii) 付款，(iii) 使用，(iv) 交付，或 (v) 将货物的所有权或损失风险转移给买方，在买方收到货物后 12 个月（“检验期”）内仍不得视为买方已验收。
- 5.3. During the Inspection Period, Buyer may: (i) reject all or a portion of any nonconforming Goods; or (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value.  
在检验期内，买方可：(i) 拒收全部或部分不合格货物；或 (ii) 接受全部或部分此类不合格货物，并针对修理费用或减值进行降价抵扣。
- 5.4. Buyer may reject and/or return, at Supplier's risk and expense, shipments of Goods made in excess of the Order quantities, or in advance of the scheduled Delivery Date. Buyer may defer payment on Goods delivered in advance of the scheduled Delivery Date until the scheduled Delivery Date for such Goods.  
买方可拒收和/或退回超过订单数量或在预定交付日期之前交付的货物，由此产生的风险和费用均由供应商承担。对于在预定交付日期之前交付的货物，买方的付款可推迟至该货物的预定交付日期。
- 5.5. Within 30 days of Supplier's receipt of Buyer's notification of a nonconformity, Supplier shall, at Supplier's sole cost and expense, investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to Buyer. Once approved by Buyer, Supplier must then timely implement such corrective action plan.  
供应商在收到买方的不合格通知后 30 日内，应自费调查不合格情况，向买方提交书面调查报告和结论，并制定买方可接受的纠正措施计划。一旦买方批准计划，供应商必须及时实施该纠正措施计划。
- 5.6. With respect to nonconforming Goods rejected prior to acceptance, Buyer may at its election and at Supplier's risk and expense (i) hold nonconforming Goods for Supplier, or (ii) return nonconforming Goods to Supplier for, at Buyer's option, either (a) full credit or refund, or (b) replacement Goods to be received within 24 hours of nonconformity notification. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Replacement Goods delivered to Buyer hereunder shall be shipped at Supplier's expense and risk of loss. Additionally, nonconforming Goods rejected prior to acceptance shall not be tendered again to Buyer for acceptance unless permitted by Buyer and applicable law and accompanied by a disclosure of Buyer's prior rejection.

对于验收前拒收的不合格货物，买方可自行选择以下做法，由此产生的风险和费用均由供应商承担，(i) 为供应商保留不合格货物，或 (ii) 将不合格货物退还给供应商，且由买方选择：(a) 全额退款或偿款，或 (b) 在发出不合格通知后 24 小时内收到替换货物。退回给供应商的此类拒收货物的所有权应在交付时转移给供应商，除非供应商收到买方的书面指示，否则供应商不得替换此类货物。根据本协议交付给买方的替换货物应由供应商承担运输费用和损失风险。此外，除非买方和适用法律允许，并附有买方先前拒收的说明，否则验收前拒收的不合格货物不得再次提交给买方进行验收。

- 5.7. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods, including, but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

如无另行说明，则除上述规定外，供应商应承担买方与不合格货物相关（或由此产生）的实际成本、费用和损害，包括但不限于与运输、催货、拆除、拆卸、故障分析、故障隔离、组装、重新安装、重新检验、改造、更换相关的人工和其他费用，以及买方产生的所有与此类纠正措施相关的其他费用。

## 6. WARRANTY

### 保证

- 6.1. Supplier warrants to Buyer, Buyer's successors, assigns, and Buyer's Customers that all Goods provided under the Order shall be, upon acceptance thereof, and thereafter continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and compliance with the Specifications; (vii) free from liens or encumbrances on title; and (viii) free of Harmful Code (collectively, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty shall also apply to those Goods as a system. Inspection (including Buyer's approval of Supplier's inspection process and any subsequent remedial measures), and acceptance or use of Goods furnished hereunder shall not affect Supplier's obligations under this Warranty, and the Warranty shall survive any such inspection, testing, acceptance, and use.

供应商向买方、买方的继承人、受让人和买方客户保证，供应商根据订单提供的所有货物在验收后将继续：(i) 可销售；(ii) 适合预定目的；(iii) 全新；(iv) 无材料和工艺缺陷；(v) 如果设计不由买方提供，则无设计缺陷；(vi) 严格按照规格制造；(vii) 无留置权或产权负担；以及 (viii) 不含有害代码（统称“保证”）。如果订单要求特定货物作为一个系统运行，则上述保证也应适用于所有货物构成的系统。检验（包括买方对供应商检验过程和任何后续补救措施的批准）、验收或使用根据本协议提供的货物不应影响供应商在本保证项下的义务，且本保证应在任何此类检验、测试、验收和使用后继续存续。

- 6.2. Supplier warrants to Buyer, Buyer's successors and assigns, and Buyer's Customers that all Services provided under or in connection with an Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with

all applicable Specifications, performance requirements and other requirements contained in the Order (the “Additional Service Warranty”).

供应商向买方、买方的继承人和受让人以及买方客户保证，供应商根据订单提供（或与订单相关）的所有服务：（i）已经（如适用）并将由相应领域的经验丰富、经过适当许可、培训和监督的人员以专业和熟练的方式，按照现行、健全和公认的最高行业标准和惯例履行；以及（ii）已经（如适用）并将遵守订单中包含的所有适用规格、性能要求和其他要求（下称“附加服务保证”）。

- 6.3. Buyer may require Supplier to promptly (i) repair, replace, or refund amounts paid for, at Buyer's option, any Goods which breach the Warranty; and (ii) re-perform, correct, or refund amounts paid for, at Buyer's option, any Services which breach the Additional Service Warranty. If Supplier fails or is unable to repair, replace, or correct non-conforming Goods or Services, Buyer may, at Buyer's option, make such repair, replacement, or correction and charge Supplier for the cost incurred thereby. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis, and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.

买方可要求供应商立即（i）维修、更换任何违反保证的货物或退还相关已付款项（由买方选择）；以及（ii）重新履行、纠正任何违反附加服务保证的服务或退还相关已付款项（由买方选择）。如果供应商未能或无法维修、更换或纠正不合格货物或服务，买方可自行选择进行此类维修、更换或纠正，并向供应商收取由此产生的费用。根据本协议退还给买方的货物应由供应商承担运输费用和损失风险，并应随附一份通知，说明此类货物是新的替换品还是经过维修的原件，该货物应继续纳入本保证范围内。供应商应进行验收、审查、分析以及任何其他活动，以评估退回货物是否在保证范围内，买方无需承担任何费用。

- 6.4. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty or the Additional Service Warranty, as applicable, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

如无另行说明，则除上述规定外，供应商应承担买方与不符合保证或附加服务保证的货物和/或服务相关（或由此产生）的实际成本、费用和损害（如适用），包括但不限于与运输、催货、拆除、拆卸、故障分析、故障隔离、组装、重新安装、重新检验、改造、更换相关的人工和其他费用，以及买方产生的所有与此类纠正措施相关的其他费用。

- 6.5. Supplier warrants to Buyer that all documentation and certifications by Supplier or Supplier's subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

供应商向买方保证，由供应商或供应商的分包商或业务合作伙伴提供的与货物、服务和订单相关的所有文件和证明（如适用）均为最新、完整、真实和准确的文件和认证，并已由获授权和有资格签署或盖章的个人签署或盖章（如适用）。

## 7. OBSOLESCENCE

### 淘汰

- 7.1. Supplier shall incorporate and maintain in its processes a comprehensive Obsolescence management program to preclude any Goods delivery disruption due to, among others, electronic, mechanical, or chemical Obsolescence (an “Obsolescence Program”). Such Obsolescence Program shall, at a minimum: (i) use appropriate external data sources to identify on a component-basis the predicted level of Obsolescence risk for the Goods and anticipated Lead Time should a replacement of the Goods be required; (ii) require Supplier to issue product change notifications per the relevant industry standard (e.g., JESD46 for the semi-conductor industry); and (iii) be implemented by Supplier’s subcontractors. Supplier shall evaluate its own as well as its subcontractors’ compliance with such Obsolescence Program and provide Buyer with documented evidence thereof at least twice per calendar year.

供应商应在其流程中纳入并维护全面的淘汰管理计划，以防止由于电子、机械或化学淘汰等原因造成的任何货物交付中断（“淘汰计划”）。此类淘汰计划至少应：（i）使用适当的外部数据源，以组件为基础确定货物淘汰风险的预测水平以及需要更换货物时的预期交货时间；（ii）要求供应商根据相关行业标准（例如半导体行业的 JESD46）发布产品变更通知；（iii）由供应商的分包商实施。供应商应评估其自身及其分包商对此类淘汰计划的遵守情况，并每年至少两次向买方提供书面证据。

- 7.2. Supplier shall notify Buyer at least 24 months prior to an anticipated Obsolescence issue related to a Good or a component thereof, or otherwise as soon as reasonably practical once known (an “Obsolescence Notice”). If Supplier has the opportunity to execute a final purchase for all of its expected demand of the relevant Good or component (“Last Time Buy”), Supplier shall immediately notify and work jointly with Buyer to determine the quantity of its Last Time Buy purchase. If Supplier is not able to fully mitigate Buyer’s risk associated with the anticipated Obsolescence issue by executing a Last Time Buy, then Supplier shall prepare a detailed Obsolescence replacement plan that assesses available alternatives and possible design modifications, including the associated testing and qualification. Supplier shall submit the plan to Buyer within 2 weeks of Buyer receipt of the Obsolescence Notice unless the Parties otherwise agree. Such plan shall be mutually agreed to by the Parties.

供应商应在与商品或其组件相关的预期淘汰问题之前至少 24 个月通知买方，或者在已知后合理可行的情况下尽快通知买方（“淘汰通知”）。如果供应商有机会针对相关商品或组件的所有预期需求执行最终采购（“最后一次购买”），供应商应立即通知买方并与买方共同确定其最后一次购买的采购数量。如果供应商无法通过执行上次购买来完全减轻买方与预期淘汰问题相关的风险，则供应商应制定详细的淘汰更换计划，评估可用的替代方案和可能的设计修改，包括相关的测试和资格。除非双方另有约定，供应商应在买方收到淘汰通知后 2 周内向买方提交计划。该计划应经双方共同同意。

- 7.3. In no event shall Buyer accept any cost increase due to Obsolescence of the Goods or any component thereof. Provided that Supplier has implemented the Obsolescence Program and provided Buyer with the Obsolescence Notice at least 24 months prior to the occurrence of such Obsolescence, Buyer and Supplier shall share the responsibility for implementing the Obsolescence replacement plan as follows: Supplier shall perform the necessary re-qualification of the Goods at no charge to Buyer, except for Buyer’s own internal costs and expenses arising from such Obsolescence and Buyer’s necessary engineering and development activities required to validate and implement the

replacement Goods. Should Buyer's Customers pass their requalification or other costs resulting from such Obsolescence on to Buyer, both Parties agree to discuss the reasonable settlement of such costs.

在任何情况下，买方均不得接受因商品或其任何组件过时而导致的任何成本增加。如果供应商已实施淘汰计划，并在此类淘汰发生前至少 24 个月向买方提供淘汰通知，则买方和供应商应共同承担实施淘汰更换计划的责任，如下：供应商应执行必要的重新实施 买方无需支付任何费用即可获得货物的资格，但买方因此类淘汰而产生的内部成本和费用以及买方验证和实施替代货物所需的必要工程和开发活动除外。如果买方的客户将其因此类过时而导致的重新鉴定或其他费用转嫁给买方，双方同意讨论此类费用的合理解决方案。

7.4. Should Supplier fail to implement the Obsolescence Program, or if Supplier has not provided Buyer with an Obsolescence Notice at least 24 months prior to the occurrence of an Obsolescence, Supplier shall perform necessary re-qualification of the Goods at no charge to Buyer, and Supplier shall be liable for (i) all costs, expenses, and damages incurred by Buyer and Buyer's Customers related to or arising from such Obsolescence, including any internal costs and expenses, and (ii) Buyer's necessary engineering and development activities required to validate and implement the replacement of the Goods. 如果供应商未能实施淘汰计划，或者供应商未在淘汰发生前至少 24 个月向买方提供淘汰通知，则供应商应免费对买方和供应商进行必要的货物重新鉴定。应承担 (i) 买方和买方的客户因此类废弃而产生的所有成本、费用和损害，包括任何内部成本和费用，以及 (ii) 买方验证和实施所需的必要工程和开发活动 更换货物。

7.5. Upon request, Supplier shall deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in manufacturing such Obsolete Goods and provide to Buyer, without charge, a worldwide, non-exclusive, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other intellectual property, including proprietary and manufacturing information, to the extent necessary to enable Buyer to make, have made, use, sell, maintain and license the Goods affected by the Obsolescence issue.

根据要求，供应商应向买方提供供应商在制造此类过时商品时使用的所有信息、数据、专有技术和其他知识产权，包括专有信息和制造信息，并向买方免费提供全球范围内的非排他性，不可撤销地许可，并有权授予供应商的信息、数据、专有技术和其他知识产权（包括专有信息和制造信息），以便买方能够制造、已经制造、使用、销售、维护并许可受过时间问题影响的商品。

## 8. INDEMNIFICATION

### 赔偿

Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers, and directors from and against all suits, claims, judgments, awards, losses, damages, costs, or expenses (including attorneys' fees) relating to, arising out of, or caused by (i) Supplier's performance hereunder, (ii) any act or omission of Supplier, or (iii) any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

对于与 (i) 供应商在本协议项下的履行，(ii) 供应商的任何作为或不作为，或 (iii) 任何货物或服务相关（或由其引起或导致）的所有诉讼、索赔、判决、裁决、损失、损害、成本或费用（包括律师费），供应商应保障买方、买方客户、保险公司、关联公司及其雇员、

代理人、高级职员和董事免受损害。供应商在本协议项下的赔偿义务包括但不限于供应商雇员的受伤、生病、疾病（包括职业病）或死亡。

## 9. TAXES

### 税款

- 9.1. Unless otherwise stated in the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties (“Taxes”) levied in regard to any of the transactions covered by the Order. Buyer is not responsible for any tax based on Supplier’s income, payroll, or gross receipts. Any Taxes that Supplier is required to collect from Buyer shall be separately stated on the invoice and Supplier shall be responsible to remit any such Taxes to the relevant tax authority.

除非订单中另有规定，否则所有付款或价格均不包括任何交易税，包含销售和使用税、增值税、商品和服务税，或与订单涵盖的任何交易相关的任何其他税费、费用或关税（下称“税款”）。买方不负责缴纳基于供应商收入、工资或总收入的任何税款。供应商需要向买方收取的任何税款应在发票上单独注明，且供应商应负责将任何此类税款汇至相关税务机关。

- 9.2. Solely to the extent Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

仅在法律要求买方预扣供应商应纳税款的情况下，买方应从向供应商支付的款项中扣除任何此类预扣款，并向供应商提供充分的证明文件。

- 9.3. Supplier shall, upon receipt from any tax authority of any levy, notice, assessment, or withholding of any Taxes for which Buyer may be obligated, notify Buyer in writing at its stipulated address, directed to: Director, Indirect Tax. The Parties shall cooperate in the resolution of disputes pertaining to any Taxes. If Buyer may directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Supplier shall contest the Taxes as requested by the Buyer.

供应商应在从任何税务机关收到关于买方可能有义务缴纳的任何税款的任何征税、通知、评估或预扣后，按买方规定的地址书面通知买方，收件人为：间接税总监。双方应合作解决与任何税款相关的争议。如果买方可直接对任何税款提出异议，则买方可在法律允许的范围内，在争议未决期间扣留付款。如果法律不允许买方直接提出异议，则供应商应按照国家买方的要求对税款提出异议。

- 9.4. Except as otherwise set forth in an Order, Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees, and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the Internet."

除非订单中另有规定，否则供应商应通过互联网以电子方式交付所有类型的软件（包括手册）。供应商应在发票上单独列出以电子方式交付的软件、许可证、费用和服务的价格。发票应明确说明软件交付的方式，并注明“通过互联网以电子方式向客户交付的软件”。

## 10. INSPECTION AND AUDIT RIGHTS

### 检验和审计权

- 10.1. Supplier (which, for the purposes of this Section, includes Supplier and its suppliers, subcontractors and business partners) shall at any time, and after reasonable notice by Buyer, grant to Buyer, Buyer's authorized representatives, Buyer's Customers and to any competent regulatory authority, (i) unrestricted access to (or if requested by Buyer, provide to Buyer copies of) Supplier's books, records, and documentation related to this Agreement (including, without limitation, those pertaining to quality, legal and regulatory compliance, inspection and testing of Goods and Services, physical and network security and data protection procedures and controls, and ethics and compliance programs), wherever such books and records may be located; and (ii) access to Supplier's premises to perform any type of inspection, test, audit or investigation with respect to Supplier's premises and network, including, without limitation, manufacturing and test locations used in connection with the Order, for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order or for any other purpose indicated by Buyer's Customers or said authority in connection with the design, development, certification, manufacture, sale, use, or support of the Goods or Services.

在买方发出合理通知后，供应商（就本条款而言，包括供应商及其供应商、分包商和业务合作伙伴）应在任何时候允许买方、买方授权代表、买方客户和任何主管监管机构进行下列活动：（i）不受限制地查阅（或如果买方要求，向买方提供副本）与本协议相关的供应商账簿、记录和文件，包括但不限于与质量、法律和监管合规性、货物和服务的检验和测试、物理和网络安全以及数据保护程序和控制、道德和合规计划相关的文件（无论此类账簿和记录位于何处），以及（ii）进入供应商的场所，对供应商的场所和网络进行任何类型的检查、测试、审计或调查（包括但不限于与订单相关的制造和测试地点），目的是使买方能够验证此类文件和场所是否符合订单中规定的要求，或此类文件和场所是否用于买方客户或上述机构指示的与货物或服务的设计、开发、认证、制造、销售、使用或维修相关的任何其他目的。

- 10.2. Supplier shall maintain such complete books, records, and documentation for all Goods and Services, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Goods or Services delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, (v) the latest time required by ASQR or Enterprise Q-Notes version effective as of the date of the Order, as applicable, or (vi) as otherwise directed by Buyer.

供应商应保存所有货物和服务的完整账簿、记录和文件，并在订单履行期间将此类文件提供给买方，直至（下列日期中的较晚者）：（i）最终付款后 4 年，（ii）根据本协议交付的货物或服务相关的任何争议的最终解决时间，（iii）订单要求的最晚时间，（iv）适用法律法规要求的最晚时间，（v）自订单之日起生效的 ASQR 或企业质量说明版本（如适用）要求的最晚时间，或（vi）买方另行指示的时间。

- 10.3. Any corrective action requested by Buyer, Buyer's Customers, or any said authority following any such inspection, test, audit, or investigation shall be implemented by Supplier at Supplier's cost.

在任何此类检查、测试、审计或调查之后，供应商应实施买方、买方客户或任何上述机构要求的任何纠正措施，且承担相应费用。

## 11. BUYER-FURNISHED AND BUYER-FUNDED ITEMS

### 买方提供和买方出资的物品

- 11.1. All material, including information, furnished by Buyer to Supplier under the Order (“Buyer Furnished Items”) shall be delivered as specified in the Order or, if not specified, in sufficient time to enable Supplier's timely performance. Buyer shall have no liability to Supplier for any delays or failures in the delivery of Buyer Furnished Items. If Buyer Furnished Items are not delivered to Supplier in sufficient time to enable Supplier to meet Delivery Dates, Supplier may notify Buyer of the delay and shall be entitled to an extension of such schedule equal to the period of the delay. Such adjustment shall be Supplier's sole and exclusive remedy. Title to Buyer Furnished Items shall remain with Buyer.  
买方根据订单向供应商提供的所有材料（包括信息）（下称“买方提供的物品”）应按照订单的规定交付，如果订单没有规定时间，则应在供应商能够及时履约的充足时间内交付。如果买方延迟交付或无法交付买方提供的物品，则买方对供应商不承担任何责任。如果买方未能在充足时间内将买方提供的物品交付给供应商，导致供应商无法遵守交付日期，则供应商可以通知买方延迟交付，并有权将交付时间表延长至延迟时间。此类调整应作为供应商的唯一补救措施。买方提供的物品的所有权应属于买方。
- 11.2. Title to all tooling, test equipment, and material identified as a separate line item under an Order or referred to in any Agreement between Buyer and Supplier and fabricated or acquired by Supplier (“Buyer Funded Items”) shall vest in Buyer. Buyer shall have the right to have Supplier convey possession of Buyer Funded Items to Buyer promptly upon written request.  
根据订单确定为单独行项、或买方与供应商之间的任何协议提及、以及由供应商制造或采购的所有工具、测试设备和材料（下称“买方出资的物品”）的所有权应属于买方。买方有权在提出书面请求后，要求供应商立即将买方出资的物品的所有权移交给买方。
- 11.3. Buyer Furnished Items and Buyer Funded Items (collectively, “Buyer Items”) shall be used only for the purposes of the Order. Supplier shall, at its own expense: (i) furnish Buyer with drawings and documentation describing such Buyer Items, (ii) mark and identify the Buyer Items as directed by Buyer, (iii) periodically (upon Buyer's request) audit the physical location and condition of such Buyer Items, and (iv) keep such Buyer Items in good condition, normal wear and tear excepted. In addition, with respect to Buyer Items: (x) Buyer shall pay shipping, duty, and taxes as applicable; (y) the Parties will jointly establish a maintenance schedule, which shall be comparable to the maintenance schedule currently maintained by Buyer (if applicable); and (z) Supplier shall absorb the labor costs associated with implementing the maintenance schedule.  
买方提供的物品和买方出资的物品（统称“买方物品”）应仅用于订单。供应商应自费：（i）向买方提供描述此类买方物品的图纸和文件，（ii）按照买方的指示标记和识别买方物品，（iii）定期（根据买方要求）审核此类买方物品的实际位置和状况，以及（iv）保持此类买方物品处于良好状态（正常磨损除外）。此外，对于买方物品：（x）买方应支付适用的运费、关税和税款；（y）双方将共同制定一份维护计划，该计划应与买方目前维修的维修计划相当（如适用）；以及（z）供应商应承担与实施维护计划相关的人工费用。
- 11.4. Buyer Items, excluding U.S. Government property, shall be held by Supplier as bailee thereof. Supplier shall be the bailee of such Buyer Items until the expiration or termination of the Order or Buyer requires Supplier to return such Buyer Items, whichever occurs first. As bailee, Supplier shall maintain property casualty insurance coverage for such Buyer Items in an amount specified by Buyer in the Order, pay any reasonable expenses

associated with the storage and maintenance of such Buyer Items, and retain possession of such Buyer Items throughout performance of the Order, unless written permission to move such Buyer Items is obtained from Buyer. Supplier covenants and warrants to Buyer that it will not permit any third party to assert any liens against the bailed Buyer Items by any agreement, nor use the bailed Buyer Items as collateral in any secured transaction, nor perfect any security interest in or otherwise encumber the bailed Buyer Items. Buyer and its agents shall not be liable for any claims, including claims for bodily injury or property damage, arising from Supplier's use of the bailed Buyer Items. Buyer, in order to protect its interests, may require Supplier to execute documents that are related to Buyer Items, including, Uniform Commercial Code financing statements or any similar documents. Supplier shall not substitute any property for or modify Buyer Items.

买方物品（不包括美国政府财产）应由供应商作为受托人保管持有。在订单到期或终止之前或在买方要求供应商归还此类买方物品之前（以先发生者为准），供应商应作为此类买方物品的受托人保管。除非供应商从买方处获得转交此类买方物品的书面许可，否则供应商作为受托人保管，应按照买方在订单中规定的金额为此类买方物品购买财产意外保险，支付与此类买方物品的存储和维护相关的任何合理费用，并在整个订单履行期间保留对此类买方物品的所有权。供应商向买方承诺并保证，供应商不会允许任何第三方通过任何协议对受托的买方物品主张任何留置权，也不会任何担保交易中使用受托的买方物品作为抵押品，也不会完善受托的的买方物品中的任何担保权益或以其他方式对其进行抵押。买方及其代理人不应对任何索赔负责，包括因供应商使用受托的买方物品而引起的人身伤害或财产损失的索赔。买方为保护其利益，可要求供应商签署与买方物品相关的文件，包括《统一商法典》融资声明或任何类似文件。供应商不得以任何财产替代或修改买方物品。

- 11.5. Upon Buyer's request, Supplier shall provide an annual written inventory of Buyers Items, including certification of compliance with this Section and proof of adequate insurance covering full replacement cost of Buyer Items.

根据买方的要求，供应商应提供一份买方物品的年度书面清单，包括符合本条规定的认证和涵盖买方物品全部更换费用的充分保险证明。

- 11.6. Supplier shall, upon discovery, provide notification to Buyer if any Buyer Items are lost, damaged, or destroyed. Upon completion or termination of the Order, or at any time upon Buyer's request, Supplier shall, at its own expense, dispose of Buyer Items in accordance with Buyer's instructions.

如果任何买方物品发生丢失、损坏或毁坏，供应商应在发现后通知买方。在订单完成或终止后，或在买方要求的任何时间，供应商应根据买方的指示自费处置买方物品。

## 12. CHANGES

### 变更

- 12.1. Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) flowdown requirements from contracts between Buyer and Buyer's Customer, and/or (viii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

买方授权的采购代表（不包括买方的工程和技术人员）可在订单的一般范围内单方面对以下事项作出变更（包括全部或部分变更）：（i）运输、减废或包装说明，（ii）交付地点，（iii）任何设计、规格和图纸，（iv）工作说明书，（v）订单履行的方法或方式，（vi）买方物品、设施、设备或材料，（vii）买方和买方客户之间合同的流程要求，和/或（viii）质量要求（统称“变更”）。供应商应执行买方要求的任何变更。本条含义范围内的变更不包括任何包含变更或修改灵活性的订单条款。

- 12.2. Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess as a result of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Supplier-initiated requests, Supplier must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's procurement representative no later than 15 days after Supplier's receipt of the Change. Supplier acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated in the course of the program. Supplier further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of the Order, inclusive of the Change, as directed by Buyer.

除本协议另有规定或双方另有约定外，如果本条款下的任何变更导致履约成本或履约时间的增加或减少，则应对价格或交付时间表或两者进行公平调整（下称“调整理赔”），并且买方应相应修改订单。如果因变更而废弃或过剩的财产或材料的成本包含在调整理赔中，买方可指示对此类财产或材料进行处置。对于买方提出的请求，供应商必须在收到变更后15日内，以完整变更建议书的形式向买方采购代表书面提交调整理赔，并提供充分的事实信息支持。供应商承认并同意，交付/履约计划的变更是正常行为，并且在计划过程中可以预见。供应商进一步同意，此类变更的费用包含在订单规定的价格中，且任何此类变更均不构成本条规定的变更。尽管存在任何未决调整理赔，供应商仍应按照买方的指示认真履行订单（包括变更）。

- 12.3. Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer's Customer, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer's Customer.

尽管有上述规定，如果买方客户要求作出任何变更，则供应商有权进行公平调整，但调整范围仅限于买方从买方客户处获得此类调整的范围。

## 13. INSURANCE

### 保险

- 13.1. Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure, maintain, and require its subcontractors to maintain, as a minimum the insurance noted in the Order or, if none are specified, the following minimum insurance coverages and limits:

在不限制供应商在本协议项下的保护和赔偿责任的情况下，供应商同意确保、维持并要求其分包商至少维持订单中注明的保险，如果订单未注明，则至少维护下列最低保险范围和限额：

- 13.1.1. Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; and  
工伤赔偿保险（包括备用雇主背书），其最低保险金额根据美国、外国、州或工作（或工作任何部分）所在地的其他政府部门的法律规定来确定，雇主责任保险的最低金额为每次事故 1,000,000 美元；以及
- 13.1.2. Commercial General Liability Insurance and Umbrella Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence.  
商业一般责任保险和伞式责任险，包括建筑物责任和合同责任，其中财产损失和人身伤害（包括意外死亡）的综合单一责任限额至少应为每次事故 5,000,000 美元。
- 13.2. In addition to the minimum insurance requirements set forth above, Supplier also agrees to secure, maintain, and require its subcontractors to maintain, the additional insurance coverages and limits relevant to Supplier's performance of the Order, as specified in Attachment A hereto (the "Additional Insurance Coverage Requirements").  
除上述最低保险要求外，供应商还同意确保、维持并要求其分包商维持本协议附录 A 中规定的与供应商履行订单相关的附加保险范围和限额（下称“附加保险范围要求”）。
- 13.3. All such insurance shall be issued by companies authorized or permitted to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.  
应由根据全部（或部分）服务履行所在地的州或司法管辖区的法律授权（或允许）经营的保险公司出具所有此类保险的保险单，且该保险公司必须具有贝氏公司（AM Best）授予的 A-或更高的财务评级，或由买方接受的其他评级机构授予的同等级级。
- 13.4. The insurance coverages described in these Terms and Conditions and in an Order, shall be in a form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 30 days' (7 days in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies or self-insurance will be primary in the event of a loss arising out of Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carried by Buyer. Certificates evidencing such insurance and endorsements naming Collins and Buyer as an additional insured under the Commercial General Liability and Umbrella Liability insurance or, in the case of All Risk Property Insurance, naming Collins and Buyer as a loss payee, shall be filed with Buyer upon execution of an Agreement or any Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against Collins and Buyer are hereby waived under the Commercial General Liability, Umbrella Liability, Auto Liability and Workers Compensation insurance; such waiver shall be reflected on the insurance policies. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall

acknowledge that such coverage applies to liabilities incurred by Supplier, its employees, invitees or agents under an Agreement or any Order and that such insurance shall not be invalidated by any act or neglect of Supplier whether or not such act or neglect is a breach or violation of any warranty, declaration, or condition of the policies.

本条款和条件以及订单中所述的保险范围均应符合买方要求，并应包含一项“除非至少提前 30 日（战争险为 7 日）通知买方，否则禁止取消或进行重大变更”的规定。所有此类保险单或自我保险应在供应商履行工作造成损失的情况下作为主要保险，并应规定，如果有多个受保人，则除责任限额外，该保险单将按照涵盖每个受保人的单独保险单进行运作，且该保险单不受买方投保的任何其他保险的影响。供应商应在签署协议或任何订单时、在开始本协议项下的任何工作之前、以及在签发保单的任何续保或变更后 30 日内向买方提交下列文件：此类保险的证明证书，以及将 Collins 和买方列为商业一般责任保险和伞式责任险下的附加受保人的背书、或将 Collins 和买方列为财产全险的理赔受益人的背书。在法律允许的范围内，供应商及其保险公司同意，在商业综合责任、总括责任、汽车责任和工人赔偿保险项下，特此放弃对 Collins 和买方的代位求偿权；该弃权应反映在保险单上。如果买方要求，供应商应告知买方可用的保单限额以及任何自负额。保险证书应确定合同号或要执行的工作，并应承认此类保险适用于供应商、其雇员、受邀人或代理人在协议或任何订单下产生的责任，且此类保险不应因供应商的任何行为或疏忽而无效，无论此类行为或疏忽是否违反任何担保、声明或政策条件。

- 13.5. Buyer's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier's obligations hereunder.

买方未能监督遵守或未能圆满地遵守此类保险要求的条款，并不会修改或免除供应商在本协议项下的义务。

- 13.6. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above or in the applicable Additional Insurance Coverage Requirements, will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier's liability be limited to the extent of the minimum limits of insurance required herein.

上述保险单或适用的附加保险范围要求中的任何自保、自流层级、免赔额和除外责任将由供应商承担，并由供应商承担全部风险。在任何情况下，供应商的责任均不会局限于此处所要求的最低保险限额。

## 14. TERMINATION FOR CONVENIENCE

### 为方便而终止

- 14.1. Buyer may, at any time, terminate all or part of an Order or Agreement for its convenience upon written notice to Supplier.

买方可在向供应商发出书面通知后，随时终止全部或部分订单或协议。

- 14.2. Upon termination, in accordance with Buyer's written direction, Supplier will immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) if requested by Buyer, deliver to Buyer any and all Goods and/or Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.

合同终止后，根据买方的书面指示，供应商将立即：（i）停止工作，不再签订材料、服务

或设施的分包合同或订单，除非是为完成订单的后续部分所需；（ii）准备并向买方提交所有已完成和部分完成的货物和/或服务的明细；（iii）如果买方要求，以终止前订单价格向买方交付截至终止日期已完成的任何和所有货物和/或服务；以及（iv）如果买方要求，交付任何在制品。

**14.3. Buyer shall not be liable to Supplier for an Order terminated prior to the commencement of Lead Time.**

对于在交货期开始前终止的订单，买方不对供应商承担责任。

**14.4. In the event Buyer terminates an Order or Agreement for its convenience after performance has commenced, Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods and/or Services required to be delivered within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average time required to manufacture and deliver the Goods and/or perform the Services. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier must submit its termination claim, by means of a form and process directed by Buyer, within 90 days from the effective date of the termination.**

如果买方在履约开始后出于自身利益终止订单或协议，买方将仅补偿供应商因要求在交货期内交付的货物和/或服务所产生的实际和合理的在制品成本，该成本从买方发出终止通知开始计算。如果订单未规定交货期，则交货期应为制造和交付货物和/或履行服务所需的合理平均时间。供应商应尽合理努力减轻其自身和买方在本节中的责任。为获得赔偿，供应商必须在终止合同生效日期起 90 天内，通过买方指定的表格和流程提交其终止合同的索赔。

**14.5. Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.**

除上述情况外，买方不对供应商的成本或损害负责，且在任何情况下均不对损失的或预期的利润、未吸收的间接成本或管理费用、或超过分配给订单终止部分的价格的任何金额负责。

**14.6. Notwithstanding anything to the contrary in these Terms and Conditions, an Agreement, or an Order, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).**

即使此类条款和条件、协议或订单中有任何相反的规定，如果终止是因买方的直接客户或最终客户全部或部分取消该计划，或该客户破产或无力偿还债务，则买方不对供应商为方便而终止本协议承担任何费用或损害赔偿。

## **15. TERMINATION FOR DEFAULT**

### **因违约而终止**

**15.1. Buyer may, by written notice, terminate an Order or Agreement, or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder (other**

than a delivery obligation) and fails to cure such obligation within 10 days (or as otherwise mutually agreed) (the "Cure Period"); (ii) Supplier fails to perform any delivery obligation hereunder; (iii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance in writing within 10 days following Buyer's demand or, (iv) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in Subsection (iv), a "Supplier Insolvency"). Notwithstanding the foregoing, if a cure is not possible within such Cure Period, Supplier shall submit to Buyer, within a period of 10 days after receipt of notice from Buyer specifying such failure, a detailed plan to cure such failure (including related time period) acceptable to Buyer in its sole discretion, provided, however, that if such a cure plan is approved by Buyer, Supplier's subsequent failure to comply with such cure plan shall be deemed a default hereunder, and Buyer may terminate immediately without additional cure periods.

在下列情况下，买方可通过书面通知终止订单或协议或其任何部分，且不对供应商就终止的部分承担任何责任或义务：（i）供应商未能履行本协议项下的任何义务（交付义务除外），且未能在10天内（或双方另行商定的时间内）（下称“补救期”）补救该义务；（ii）供应商未能履行本协议项下的任何交付义务；（iii）当买方有合理的不安全理由，且供应商未能在买方提出要求后10天内提供足够的书面履约保证，或（iv）供应商（a）破产，（b）无力支付到期债务，（c）为债权人的利益进行一般转让，（d）为其全部或任何实质性部分的资产指定一名接管人，或（e）以任何方式成为破产申请的对象（第（iv）小节中的每一项均为“供应商无力偿还”）。尽管有上述规定，如果在该补救期内不可能进行补救，则供应商应在收到买方说明此类失败的通知后10天内，向买方提交一份买方可自行决定接受的补救此类失败的详细计划（包括相关时间），但如果此类补救计划得到买方的批准，则供应商随后未能遵守此类补救计划将视为违约，买方可立即终止合同，无需额外补救期。

- 15.2. Buyer shall have no liability in relation to those Goods and/or Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased re-procurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting a "Force Majeure Event" as set forth in the Section herein entitled "Force Majeure".

对于因供应商违约而终止的货物和/或服务，买方不承担任何责任。供应商应对买方承担任何及所有费用、成本和损害赔偿，包括增加的重新采购成本、重新认证成本和其他非经常性成本，但任何失败或延迟构成本协议中“不可抗力事件”一节的情况除外。

- 15.3. If the Order or Agreement is entirely or partially terminated under this Section other than pursuant to a Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) deliver the tooling and test equipment necessary to make or have made the Goods and perform the Services, (iii) provide technical and transition assistance; and (iv) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services.

如果订单或协议根据本节全部或部分终止，而非因供应商无力偿还，则除买方可能拥有的任何其他权利外，买方可要求供应商在不向买方收取任何费用的情况下：（i）向买方交付供应商在履行订单时使用的所有信息、数据、专有技术和其他知识产权，包括专有和制造信息；（ii）交付制造或已制造货物和履行服务所需的工具和测试设备，（iii）提供技术和过渡援助；以及（iv）向买方提供一个全球范围的、非排他性的、永久的、全额支付的、不可撤销的许可，并有权授予供应商的信息、数据、专有技术和其他知识产权（包括专有和制造信息）的分许可，以使买方能够制造、已制造、使用、销售和许可货物和/或履行或已履行服务。

- 15.4. In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Order and these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license (“Additional License”), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services, subject to Buyer's agreement not to exercise such rights under this Additional License except in the event of a Supplier Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order, and (ii) deliver the tooling and test equipment necessary to make or have made the Goods, provide the Services and provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services-

除订单和此类条款和条件中规定的其他知识产权权利外，供应商特此授予买方全球范围的、非排他性的、永久的、全额支付的、不可撤销的许可（下称“附加许可”），以及授予供应商信息、数据、专有技术、工具、测试设备和其他知识产权（包括但不限于专有信息和制造信息）分许可的权利，以使买方能够制造、已制造、使用、销售和许可货物和/或履行或已履行服务，但买方同意不行使本附加许可项下的此类权利，除非供应商破产，无论订单是否终止。作为该附加许可的一部分，供应商应根据买方的书面要求，在不向买方收取任何费用的情况下，及时（i）向买方交付供应商在履行订单时使用的所有信息、数据、专有技术和其他知识产权，包括专有和制造信息，以及（ii）交付制造或已制造货物、提供服务所需的工具和测试设备，并提供技术和过渡协助，以确保买方对货物和/或服务的持续需求

- 15.5. If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Section herein entitled “Termination for Convenience”. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Section herein entitled “Termination for Convenience”.

如果在根据本节发出终止通知后，确定供应商未违约，则双方的权利和义务应与根据本节“为方便而终止”发出的终止通知相同。在此情况下，供应商无权获得除“为方便而终止”一节中规定的补救措施以外的任何补救措施。

## 16. INTELLECTUAL PROPERTY RIGHTS

### 知识产权

- 16.1. “Background Intellectual Property” shall mean all Intellectual Property other than Foreground Intellectual Property.  
“背景知识产权”指除前景知识产权之外的所有知识产权。
- 16.2. “Foreground Intellectual Property” shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.  
“前景知识产权”指与订单相关的构思、创造、所得或首次付诸实践的所有知识产权和有形工作成果。
- 16.3. Each Party retains its existing rights in Background Intellectual Property.  
各方保留其在背景知识产权中的现有权利。
- 16.4. Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of “Works Made for Hire” in 17 U.S.C. §101 shall be considered “Works Made for Hire.” For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.  
买方应拥有所有前景知识产权。供应商应向买方披露所有前景知识产权。如果订单中未明确要求交付，则供应商应根据买方的书面要求向买方交付所有前景知识产权。供应商在此不可撤销地向买方转让并承诺转让所有前景知识产权的所有权利、所有权和利益。供应商同意采取一切合理必要的措施，使买方能够保护和完善买方的前景知识产权，包括但不限于，供应商向买方执行前景知识产权的特定所有权转让，并与买方合作，以维护和执行买方在任何此类前景知识产权中的权利，费用由买方承担。应将所有前景知识产权视为买方的专有信息（定义见下文）。供应商同意，对于供应商或任何雇员或供应商在订单过程中使用的任何其他他人创作的任何原创作品，属于《美国法典》第 17 编§101 中“雇佣作品”类别之一的作品应被视为“雇佣作品”。对于不属于上述类别的任何作者作品，供应商特此保证，其有权将此类作品中的任何版权的所有权利、所有权和利益转让给买方，并将签署或促使签署确立买方对此类版权的所有权所需的任何文件，费用由买方承担。
- 16.5. Supplier represents and warrants that Supplier has sufficient rights in all Goods, Services, and Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

供应商声明并保证，供应商对其使用或转让给买方的与订单相关的所有货物、服务、知识产权和其他物品拥有充分的权利，以允许供应商合法遵守订单。

- 16.6. Supplier hereby grants and promises to grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services; and (ii) to enable Buyer to practice the Foreground Intellectual Property.  
供应商特此授予并承诺授予买方和买方的关联公司一项全球范围的、非排他性的、永久的、全额支付的、不可撤销的、可转让的背景知识产权许可 (i) 使用、出售、要约出售、进口、出口、复制、改编、嵌入、修改、制作衍生作品、制造和已制造货物和服务；以及 (ii) 使买方能够实践前景知识产权。
- 16.7. Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.  
供应商在此不可撤销地放弃并承诺在法律允许的范围内放弃向买方提供的所有货物以及与订单相关的所有活动的精神权利、所有隐私权和公开权等。
- 16.8. Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer's use, reproduction, modification, distribution, publication, or conveyance of such software or electronic hardware.  
供应商声明并保证，在履行订单的过程中，供应商不得提供任何软件，包括但不限于源代码、编译代码、嵌入式软件、固件、自由软件、开源软件、免费软件、通用公共许可证管理的软件或任何电子硬件，包括但不限于自由硬件设计或开源硬件设计，不得以任何形式提供任何义务或条件，向任何第三方提供访问此类软件和/或电子硬件的合法权利，或对买方使用、复制、修改、分发、出版或转让此类软件或电子硬件施加任何限制或条件。
- 16.9. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.  
除非在此明确授权，否则订单中的任何内容均不应解释为买方授予供应商使用买方知识产权的许可或任何权利，但履行订单项下的工作除外。

## 17. INTELLECTUAL PROPERTY INDEMNIFICATION

### 知识产权赔偿

- 17.1. Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for

sale, import, or other exploitation of any Goods or Services delivered or performed in connection with the Order (“IP Claim”).

供应商应赔偿买方、买方的客户、关联公司和子公司、其代理人、董事、高级职员和雇员以及每个后续的购买者或用户，使其免受任何损失、成本、损害和责任，包括但不限于任何因任何潜在或实际索赔、起诉、禁令、诉讼、程序或调查指控侵犯或违反与制造、使用、销售、销售要约有关的任何知识产权或许可所产生的律师费、法庭费用和罚款、进口或以其他方式利用与订单相关的交付或执行的任何货物或服务（下称“知识产权索赔”）。

- 17.2. Supplier shall not be liable for any IP Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was provided by Supplier; or (iii) Supplier knew or should have known of an IP Claim or potential IP Claim and did not promptly notify Buyer in writing.

对于因供应商遵守买方制定的任何规格而提出的任何知识产权索赔，供应商不承担责任，除非：（i）供应商可使用非侵权的解决方案遵守买方的规格；（ii）规格的相关部分由供应商提供；或（iii）供应商知道或应该知道知识产权索赔或潜在的知识产权索赔，但未及时书面通知买方。

- 17.3. Supplier shall, upon written notice from Buyer of an IP Claim, promptly assume and diligently conduct the entire defense of an IP Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in an IP Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

供应商应在收到买方关于知识产权索赔的书面通知后，立即自费承担并努力进行知识产权索赔的全部辩护。在买方利益受到影响的情况下，买方应有权自费并在不解雇供应商任何义务的情况下，参与并介入知识产权索赔。买方有权合理拒绝供应商选择的律师。未经买方事先书面同意（买方不得无理拒绝），供应商不得达成任何和解。

- 17.4. Buyer may supersede Supplier in the defense of any IP Claim and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such IP Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

买方可在任何知识产权索赔的辩护中取代供应商，并由买方自行决定承担和进行辩护。在此情况下，供应商应免除支付律师费和诉讼费的任何义务，但不包括和解费或损害赔偿金，并且任何此类免除明确以供应商完全配合买方并为买方的此类知识产权索赔辩护为条件，费用由买方承担。未经供应商事先书面同意（供应商不得无理拒绝），买方不得达成任何和解。

- 17.5. If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any Goods or Services to avoid a potential IP Claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to provide, use or sell such Goods or Services; (ii) modify or replace such Goods or Services with equivalent non-infringing Goods or Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in

obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using, providing, and selling alternate non-infringing Goods or Services. Supplier shall refund to Buyer the purchase price of any such Goods or Services that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting, or otherwise exploiting.

如果法院禁止任何货物或服务的制造、使用、销售、要约销售、进口、出口或其他利用，如果政府实体禁止交付，或供应商拒绝提供或供应任何货物或服务以避免潜在的知识产权索赔，供应商应避免对买方造成任何干扰，并应（i）确保买方有权提供、使用或销售此类货物或服务；（ii）用同等的非侵权货物或服务修改或替换此类货物或服务；或（iii）提供买方可接受的其他解决方案。供应商应补偿买方为获得制造、使用、提供和销售替代非侵权货物或服务所需的所有内部、外部和买方客户批准、资格、证明等所产生的费用。供应商应向买方退还买方被禁止提供、使用、出售、要约出售、进口、出口或以其他方式利用的任何此类货物或服务的购买价格。

## 18. PROPRIETARY INFORMATION

### 专有信息

- 18.1. In order to deliver the most effective and efficient Goods and/or Services possible and meet Buyer's requirements for those Goods and/or Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Goods and/or Services, as applicable in connection with an Order and/or Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.

为提供最有效的货物和/或服务，并满足买方对此类货物和/或服务的要求，买方和供应商预计需要就货物和/或服务的设计、开发、测试、制造和/或维修（如与订单和/或协议相关）交换专有信息（定义见下文）。考虑到该专有信息的价值，以及保护买方在其产品中的商誉和声誉，供应商同意本节的条款和条件。

- 18.2. "Proprietary Information" shall mean all information, knowledge, or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual, or other form, (i) disclosed by, or obtained from, Buyer, or (ii) conceived, created, acquired, or first reduced to practice in connection with an Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with an Order.

“专有信息”指所有信息、知识或数据（包括但不限于财务、业务和产品战略信息；产品规格；产品设计；程序；研究；测试；和报告）以书面、电子、有形、口头、视觉或其他形式（i）由买方披露或从买方获得，或（ii）构思、创造、获得或首次付诸实施与订单相关的信息。如果买方向供应商提供样品产品、设备或其他物品或材料，则应使用收到的物品，且从所述物品获得的信息应视为与订单相关的专有信息。

- 18.3. Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of an Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by

third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.

除非供应商已收到买方明确的书面同意，否则供应商应 (i) 仅将专有信息用于订单目的，而非任何其他目的 (包括但不限于为买方以外的实体设计、制造、销售、服务或维修设备；向买方以外的实体提供服务；或获得任何政府或第三方的批准以进行任何前述活动)； (ii) 保护专有信息，防止其披露给第三方或被第三方使用； (iii) 不向任何第三方披露专有信息；以及 (iv) 不对专有信息进行反向工程、反汇编或反编译。

- 18.4. Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates, or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

供应商可将专有信息披露给供应商的高级职员、董事、雇员、合同工、顾问、代理、关联公司或分包商，此类人士出于履行订单的目的需要了解此类专有信息，并与供应商签署了书面协议，要求此类实体或个人以符合本节条款的方式处理此类信息。

- 18.5. No Order shall restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

任何订单均不得限制供应商使用或披露任何经在正常业务过程中保存的书面同期记录证明的信息： (i) 因供应商或第三方的不当行为或疏忽而成为或可能属于公共领域的信息；

(ii) 供应商从有权披露该信息的第三方处获得的信息，且对供应商的披露无限制； (iii) 在买方披露之前，供应商已在非保密基础上知晓的信息；或 (iv) 由供应商的雇员独立开发，但无法接触到买方的任何专有信息。

- 18.6. If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of an Order provided that the obligations of this Section are fulfilled by Supplier.

如果根据司法程序要求披露专有信息，供应商应及时向买方提供该程序的通知，并应根据要求与买方充分合作，寻求保护令或以其他方式对该披露提出异议。如果供应商履行本节的义务，则披露此类要求的专有信息不应视为违反订单。

- 18.7. Buyer shall have the right to audit all pertinent documentation of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

买方应有权审核供应商的所有相关文件，并对供应商的场所进行合理检查，以验证是否符合本节规定。

- 18.8. Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.

本节中关于专有信息的义务应持续到所有专有信息通过供应商或任何第三方的不正当行为或疏忽而为公众所知并普遍可用之时。

- 18.9. Unless required otherwise by law or an Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.

除非法律或订单另有要求，否则供应商应按照买方的指示及时归还或以其他方式处置专有信息。在无相反指示的情况下，供应商应在订单终止或完成后 1 年内销毁所有专有信息，并向买方提供此类销毁的书面确认。

- 18.10. Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic, and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

供应商同意使所有包含或全部或部分源自专有信息的信息，无论其形式如何（包括，例如，电子、磁性和光学媒体、软件和汇编），均标有以下说明：

**This document contains the property of Buyer and/or a Buyer Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of Buyer and/or a Buyer Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability.**

本文件包含买方和/或买方关联公司的财产。未经明确书面许可，您不得出于任何目的拥有、使用、复制或披露本文件或其中的任何信息。从任何来源收到或拥有本文件均不构成此类许可。未经买方和/或发出订单的买方关联公司明确书面许可，任何人持有、使用、复制或披露均未经授权，并可能导致刑事和/或民事责任。

- 18.11. Notwithstanding any proprietary or confidential labels or markings, all information of Supplier disclosed to Buyer relating to an Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to any of Buyer's Affiliates, and/or to Buyer's Customer or Buyer's subcontractors and potential subcontractors, provided that Buyer's Customer or Buyer's subcontractors and potential subcontractors have a need to access or know such information. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations, to the FAA, the European Aviation Safety Agency, Transport Canada Civil Aviation, any other governing international airworthiness certifying authority, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.

尽管有任何专有或保密的标签或标记，但供应商向买方披露的与订单相关的所有信息将被视为非保密信息，且订单内容可由买方披露给买方的任何关联公司，和/或买方的客户或买方的分包商和潜在分包商，前提是买方的客户或买方的分包商和潜在分包商需要访问或了解此类信息。此外，根据适用的政府法规，买方可向 FAA、欧洲航空安全局、加拿大运输民航局、任何其他国际适航认证机构和/或美国政府的任何其他部门或机构披露所有供应商信息，包括但不限于获得必要的政府批准。

- 18.12. Supplier agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express

written consent, except that Supplier may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

供应商同意，在未事先获得买方明确书面同意的情况下，不会从任何第三方接受或使用任何看似类似于专有信息的信息，除非供应商可能会收到买方的合作伙伴或更高级供应商发出的招标或采购订单，其中明确提及买方订单并包含不低于本节规定的义务。如果第三方向供应商提供专有信息或怀疑第三方拥有专有信息，则供应商应立即通知买方。

- 18.13. Supplier acknowledges that exposure to Buyer's Proprietary Information and other Intellectual Property will make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for, parts that are the same parts or that have the same form, fit, and function, as parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier also acknowledges that Buyer's goodwill and reputation which become associated with Goods supplied by Supplier pursuant to an Order hereunder once approved for use in Buyer's products make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for those parts, or parts that have the same form, fit and function, for use in Buyer's products. Supplier agrees that it shall not manufacture or repair parts that Supplier supplies to Buyer pursuant to an Order hereunder, or manufacture or repair parts having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining FAA or other government approval for any such parts, without Buyer's written consent. Supplier agrees to notify Buyer in writing and to obtain Buyer's written consent prior to manufacturing or repairing any parts or applying for or assisting another entity in obtaining FAA or other government approval for any parts, for itself or another entity, that have the same form, fit, and function as any parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier's notification shall (i) describe the parts to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA or other government approval for such parts is to be provided, (ii) identify the corresponding parts Supplier supplies to Buyer, and (iii) provide Buyer with sufficient information to demonstrate that Supplier will manufacture or repair, or apply for or assist another entity in obtaining FAA or other government approval for such parts (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Supplier manufactures or repairs any such parts without obtaining Buyer's written consent (or applies for or assists another entity in obtaining FAA or other government approval for such parts), then it shall be considered a breach of an Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

供应商承认，接触买方的专有信息和其他知识产权将使供应商更容易制造或维修，或申请或协助另一实体获得 FAA 或其他政府批准的零件，此类零件与供应商根据本协议的订单向买方提供的零件相同或具有相同的形式、适合性和功能。供应商还承认，一旦供应商根据本协议下的订单提供的货物获批准用于买方的产品，买方的商誉和声誉将使供应商更容易制造或维修，或申请或协助另一实体获得 FAA 或其他政府对此类零件或具有相同形式、适合性和功能的零件的批准，以用于买方的产品。供应商同意，未经买方书面同意，不得制造或维修供应商根据本协议下的订单提供给买方的零件，或制造或维修用于买方产品的具有相同形式、适合性和功能的零件，或申请或协助另一实体获得 FAA 或其他政府对此类零件的批准。供应商同意在制造或维修任何零件或申请或协助另一实体为其自身或另一实体获得 FAA 或其他政府对任何零件的批准之前，以书面形式通知买方并获得买方的书面同意，

此类零件与供应商根据本协议下的订单向买方提供的任何零件具有相同的形式、适合性和功能。供应商的通知应 (i) 描述要制造或维修的零件, 或申请或协助另一实体获得 FAA 或其他政府对此类零件的批准, (ii) 确定供应商向买方提供的相应零件, 以及 (iii) 向买方提供足够的信息, 证明供应商将制造或维修, 或申请或协助另一实体获得 FAA 或其他政府对此类零件的批准 (视情况而定), 而不参考或使用买方专有信息或其他买方知识产权。如果供应商在未获得买方书面同意的情况下制造或维修任何此类零件 (或申请或协助另一实体获得 FAA 或其他政府对此类零件的批准), 则应被视为违反订单, 买方有权获得禁令救济和法院可能命令的其他补救措施。

- 18.14. Supplier shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).

供应商不得向任何未经授权的第三方提供或出售使用或包含专有信息制造的已完成或部分完成或有缺陷的货物。未提供给买方的货物应以防止专有信息泄露的方式处理 (包括通过逆向工程)。

- 18.15. For Proprietary Information exchanged in connection with the Order, the terms of this Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.

对于与订单相关的专有信息交换, 本节的条款应取代双方之间任何其他协议中关于保护专有信息的任何规定。

## 19. SECURITY FOR COLLINS INFORMATION

### Collins 信息安全保障

The following provisions are applicable whenever the Supplier will Process Collins Information. The obligations contained in this Section are in addition to and do not alter Supplier's obligations under applicable U.S. Government Procurement Regulations.

以下规定适用于供应商处理 Collins 信息的任何时候。本节包含的义务是对供应商在适用的美国政府采购法规下的义务的补充, 且不会改变供应商的义务。

- 19.1. In addition to capitalized terms used herein but defined elsewhere in these Terms and Conditions, an Agreement, and/or Order, the following term shall have the following meaning:

除此处使用的大写术语以及此类条款和条件、协议和/或订单中其他地方定义的术语外, 以下术语应具有以下含义:

“Security Incident” means (i) any circumstance that involves, or which a Party reasonably believes may involve the actual or potential (a) accidental or unauthorized access, use, disclosure, modification, storage, destruction, or loss of Collins Information in Supplier's or Supplier Personnel's possession, custody, or control; or (b) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents, that subjects Collins Information to risk of unauthorized access, use, disclosure, modification, storage, destruction, or loss; (ii) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state, and provincial) relating to the protection of Collins Information; or (iii) any breach of Supplier's representations or covenants in these Terms and Conditions, an Agreement and/or an Order regarding safeguarding of Collins Information.

“安全事件”指 (i) 涉及或一方合理认为可能涉及实际或潜在 (a) 供应商或供应商人员拥有、保管或控制的 Collins 信息的意外或未经授权的访问、使用、披露、修改、存储、销毁或丢失的任何情况；或 (b) 干扰信息系统或任何介质或格式（包括纸质（硬）拷贝文档）中的系统操作，使 Collins 信息面临未经授权的访问、使用、披露、修改、存储、销毁或丢失的风险；(ii) 任何数据隐私法和任何与保护 Collins 信息相关的法律法规（国家、联邦、州和省）所定义的任何其他类似事件；或 (iii) 违反供应商在此类条款和条件中的陈述或约定、关于保护 Collins 信息的协议和/或命令。

- 19.2. Supplier agrees to (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational, and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (a) protect the security, availability, and integrity of Supplier's network, systems and operations, the Goods and Services, and the Collins Information from unauthorized access and use; (b) guard against Security Incidents; and (c) demonstrate compliance to a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current state of security solutions. As between the Parties, all Collins Information will at all times remain the sole property of Buyer, and Supplier will not have or obtain any rights therein.

供应商同意 (i) 制定、实施、维持、监控和更新合理的书面安全计划，包括行政、技术、组织和物理安全措施、安全措施和安全意识，以及 (ii) 安装和实施安全硬件和软件，在每种情况下，旨在 (a) 保护供应商网络、系统和操作、货物和服务以及 Collins 信息的安全性、可用性和完整性，防止未经授权的访问和使用；防范安全事件；以及 (c) 证明符合公认的网络安全框架，如 ISO/NIST 800-53 或 IEC 27001 标准，以建立一个弹性控制环境或与所涉信息和当时安全解决方案现状的同等水平的安全保护。在双方之间，所有 Collins 信息将始终是买方的唯一财产，供应商将不拥有或获得任何相关权利。

- 19.3. Supplier further agrees to:  
供应商进一步同意：

- 19.3.1. Only allow authorized third parties to Process Collins Information in the performance of its obligations under an Agreement and/or Order or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Collins Information except (i) as expressly authorized in writing by Buyer in connection with Buyer's purchase of Goods and/or Services hereunder, or (ii) as required by law.

仅允许经授权的第三方在履行协议和/或订单下的义务或遵守法律义务时处理 Collins 信息。供应商不得对 Collins 信息进行任何二次或其他用途（例如，用于数据挖掘目的），除非 (i) 在买方购买本协议项下的货物和/或服务时得到买方的明确书面授权，或 (ii) 法律要求。

- 19.3.2. Maintain and implement information security policies which address, at a minimum the domains or categories set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, and provide Buyer, upon request, with a SOC 2 (or equivalent) report demonstrating that such domains are addressed in a manner consistent with this Section. Upon Buyer's request, Supplier shall provide Buyer with an updated index or summary of its policies.

维持和实施信息安全政策，该政策至少应解决公认网络安全框架（如 ISO/IEC

27001 或 NIST 800-53) 中规定的域或类别, 并应要求向买方提供 SOC 2 (或同等) 报告, 证明此类域已按照本节规定的方式进行处理。应买方要求, 供应商应向买方提供其政策的最新索引或摘要。

- 19.3.3. Implement measures to restrict anyone other than its authorized employees and Buyer and its agents from accessing the Collins Information, and use best efforts to segregate (physically or logically) all Collins Information into a separate database only accessible by Buyer and its agents and those employees and agents of Supplier who require access in order to provide the Goods and/or Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer.

采取措施限制除其授权雇员和买方及其代理人之外的任何人访问 Collins 信息, 并尽最大努力将所有 Collins 信息 (物理或逻辑地) 分离到一个单独的数据库中, 该数据库只能由买方及其代理人以及供应商的雇员和代理人访问, 以提供货物和/或服务或维修设备及其运行的程序, 除非买方另行同意。

- 19.3.4. Unless otherwise specified by Buyer in writing or in an Order (i) Process Collins Information (including, for clarity, for back-up purposes) only on servers located in the United States or other countries specified in the Order by Buyer; and (ii) not transfer (and will not authorize Supplier Personnel to transfer) Collins Information to, or permit or enable Processing of Collins Information in, any country other than the United States or those specified in the Order by Buyer.

除非买方以书面形式或在订单中另有规定, 否则 (i) 仅在位于美国或买方在订单中指定的其他国家的服务器上处理 Collins 信息 (为清楚起见, 包括备份目的); 以及 (ii) 不向美国或买方在订单中指定的国家以外的任何国家转移 (也不会授权供应商人员转移) Collins 信息, 也不允许或促成在此类国家处理 Collins 信息。

- 19.3.5. Implement reasonable measures to ensure back-ups of information are conducted, maintained, and tested in accordance with a generally accepted cybersecurity framework, such as CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1, A.17.1.2, A.17.1.3, and A.18.1.3); or NIST SP 800-53 Rev 4. (CP-4, CP-6 and CP-9). Supplier's disaster recovery plan shall incorporate such requirements. All such back-up services are part of the Goods and/or Services and are subject to these Terms and Conditions, including the privacy compliance and data security requirements.

实施合理的措施以确保信息的备份按照公认的网络安全框架进行、维护和测试, 例如 CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1、A.17.1.2、A.17.1.3 和 A.18.1.3); 或 NIST SP 800-53 Rev 4 (CP-4、CP-6 和 CP-9)。供应商的灾难恢复计划应包含此类要求。所有此类备份服务均为货物和/或服务的一部分, 并受此类条款和条件的约束, 包括隐私合规性和数据安全要求。

- 19.3.6. Use, and will cause Supplier Personnel to use, industry standard encryption methods or other secure technologies in connection with the Processing of Collins Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, unencrypted Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g., laptop computers, mobile phones, personal digital assistants, and the like). Supplier will align to a generally accepted cybersecurity framework, such as CIS CSC (13 and 14); ISO/IEC 27001:2013 (A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3,

A.14.1.2, and A.14.3); or NIST SP 800-53 Rev. 4 (SC-8, SC-11 and SC-12), covering Data-at-rest and Data-in-transit protections.

根据协议和/或订单的授权或许可，使用并将促使供应商人员使用与 Collins 信息处理相关的行业标准加密方法或其他安全技术。尽管此处有任何相反的规定，但未加密的买方个人信息不得存储在任何供应商的移动计算设备上（例如，笔记本电脑、移动电话、个人数字助理等）。供应商将遵守公认的网络安全框架，例如 CIS CSC（13 和 14）；ISO/IEC 27001:2013（A.8.2.3、A.13.1.1、A.13.2.1、A.13.2.3、A.14.1.2 和 A.14.3）；或 NIST SP 800-53 Rev. 4（SC-8、SC-11 和 SC-12），涵盖静态数据和传输中数据保护。

- 19.3.7. Provide Buyer, prior to any termination or expiration of the Agreement and/or Order, with a termination plan that addresses how Collins Information will be returned to Buyer, or destroyed as Buyer may direct, at the end of the Agreement and/or Order and how all Collins Information will be removed from Supplier's equipment and facilities; provided however, that Supplier may retain information stored in routine back-ups maintained in the ordinary course until such back-ups are overwritten. This plan should include supplying the data to Buyer in an industry recognized format.

在协议和/或订单终止或到期之前，向买方提供一份终止计划，说明在协议和/或订单结束时，如何将 Collins 信息归还给买方，或按照买方的指示进行销毁，以及如何将所有 Collins 信息从供应商的设备和设施中移除；但供应商可保留存储在日常维护的例行备份中的信息，直到覆盖此类备份。该计划应包括以行业认可的格式向买方提供数据。

- 19.3.8. Provide information to and reasonably cooperate with Buyer in response to any subpoena or investigation seeking Collins Information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that Collins Information be supplied to a third party.

向买方提供信息并与其合理合作，以应对要求供应商拥有 Collins 信息的任何传票或调查。供应商在收到任何要求将 Collins 信息提供给第三方的请求时，应及时通知买方。

- 19.3.9. Not provide Collins Information to any third party without the prior written approval of Buyer. A request for Buyer approval shall include agreement by Supplier and such third party that all of the requirements of this provision are applicable to their performance.

未经买方事先书面批准，不得向任何第三方提供 Collins 信息。请求买方批准应包括供应商和该第三方同意本规定的所有要求适用于其履约。

- 19.3.10. Provide prompt written notice to Buyer of a Security Incident, but no later than 72 hours after its discovery, by sending an email to a Collins Buyer Representative. Except as may be required by applicable law, Supplier agrees that it will not inform any third party (excluding law enforcement) of any Security Incident without first obtaining Buyer's prior written consent.

通过发送电子邮件至柯林斯买家代表，在发现安全事件后不迟于 72 小时内向买方提供及时的书面通知。除非适用法律可能要求，否则供应商同意，未经买方事先书面同意，不会将任何安全事件告知任何第三方（执法机构除外）。

19.3.11. (i) Use commercially reasonable efforts to investigate, contain, and remediate the Security Incident; (ii) cooperate with Buyer in the investigation, containment, and remediation; and (iii) preserve all information and evidence related to the Security Incident (including, without limitation, by suspending routine overwriting or deletion of data or log files). Supplier shall provide Buyer with a report of the investigation that summarizes in reasonable detail the impact on Buyer, its agents, and employees affected by such Security Incident and the corrective action and remediation efforts taken or proposed to be taken by Supplier.

(i) 尽商业上合理的努力调查、控制和补救安全事件；(ii) 在调查、遏制和补救方面与买方合作；以及(iii) 保存与安全事件相关的所有信息和证据（包括但不限于暂停常规覆盖或删除数据或日志文件）。供应商应向买方提供一份调查报告，合理详细地总结此类安全事件对买方、其代理和雇员的影响，以及供应商已采取或拟采取的纠正措施和补救措施。

## 20. ACCESS TO FACILITIES, SYSTEMS OR COLLINS INFORMATION

### 使用设施、系统或 COLLINS 信息

These provisions apply whenever Supplier Personnel will be granted access to Buyer's and/or Buyer's Customers' (i) facilities and/or (ii) computer systems, databases, and/or Collins Information ("Access").

此类规定适用于供应商人员获授权使用买方和/或买方客户的(i) 设施和/或(ii) 计算机系统、数据库和/或 Collins 信息的情况（下称“使用权”）。

20.1. Supplier shall perform identity screenings, work authorization verifications, and background checks on any and all Supplier Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Supplier shall, in advance of any request or grant of such Access:

供应商应对任何及所有寻求使用权的供应商人员进行身份筛选、工作授权验证和背景调查，以确定资格获得此类访问的个人或实体。为履行该义务，供应商应在提出任何使用权请求或获得此类使用权许可之前：

20.1.1. Verify the identity and requisite work authorization of Supplier Personnel requiring Access. Buyer or its Affiliates may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Supplier's sole cost and expense.

验证需要使用权的供应商人员的身份和必要的工作授权。买方或其关联公司可进一步指示供应商使用指定的服务提供商来验证工作授权、美国人和/或公民身份，费用由供应商自行承担。

20.1.2. Except to the extent not permissible by applicable law, perform a background screen on Supplier Personnel using a company approved by Buyer evidencing that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions.

除非适用法律不允许，否则买方批准的公司对供应商人员进行背景调查，以证明(i) 供应商人员无任何刑事犯罪，如背景调查结果所报告，或(ii) 如果他们有刑

事犯罪，供应商人员只是在根据所有适用法律进行了个性化评估并考虑到相关罪行的性质和严重性、将要授予的使用权的性质和范围、所涉及的具体工作以及定罪后的时间长度后才被雇用。

20.1.3. Supplier shall not seek Access for any Supplier Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Supplier's Personnel with Access is no longer eligible.

供应商不得为任何不符合上述标准的供应商人员寻求使用权，并且如果任何有资格获得使用权的供应商人员不再符合资格，将立即书面通知买方。

20.2. Supplier agrees that Buyer shall have sole discretion as to whether Supplier is granted Access and agrees that any Access privileges granted to Supplier will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Supplier Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of Collins Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.

供应商同意，买方应全权决定是否授予供应商使用权限，并同意授予供应商的任何使用权限将由买方确定。买方保留在授予供应商人员使用权之前提出额外要求的权利，包括但不限于出口合规性、隐私、Collins 信息保护、安全许可、适用培训、药物筛选、信用检查、技术控制计划、知识产权协议以及遵守其他特定于场所的政策和程序。

20.3. Supplier is responsible for ensuring that any Supplier Personnel requiring Access meet such Access requirements and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier. Supplier shall ensure that any Supplier Personnel requiring Access meet such Access requirements, and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.

供应商负责确保任何需要使用权的供应商人员符合此类访问要求，并且权限仅限于经批准的供应商人员。在履行订单期间的任何时候，如果（i）任何与供应商人员相关的信息因任何原因被更改或变得不准确，或（ii）任何此类供应商人员不再需要使用权，供应商应立即通知买方。对于任何被供应商解雇、调动或不再受雇的供应商雇员，其使用权限的需求应自动终止。

20.4. Supplier or Supplier Personnel's refusal or failure to meet Buyer's Access requirements at any time during the performance of the Order may result in Buyer's refusal to grant Supplier Personnel Access.

供应商或供应商人员在履行订单期间的任何时候拒绝或未能满足买方的使用权要求，可能导致买方拒绝授予供应商人员使用权。

20.5. If Supplier is an individual, Supplier acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care, and other employee benefit plans and arrangements. If Supplier is a company or other entity, it acknowledges that Supplier Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care, and other employee benefit plans and arrangements.

plans and arrangements. Buyer's refusal to grant Supplier Personnel Access does not constitute an employment action by Buyer.

如果供应商为个人，供应商承认他/她并非买方或买方关联公司的雇员，无权享有买方或买方关联公司雇员的权利和福利，包括但不限于参加养老金、储蓄、医疗保健和其他雇员福利计划和安排。如果供应商为公司或其他实体，其承认，供应商人员并非买方或买方关联公司的雇员，无权享有买方或买方关联公司雇员的权利和福利，包括但不限于参加养老金、储蓄、医疗保健和其他雇员福利计划和安排。买方拒绝授权供应商人员使用权不构成买方的雇佣行为。

- 20.6. Supplier acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Supplier, and/or Supplier Personnel may be liable. At Buyer's request, in advance of any request or grant of Access and at any other time, Supplier will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process, and results relied upon by Supplier to comply with the Access requirements. The current certification form is available at the Collins Supplier Site.

供应商承认并同意，任何违反本节规定的行为均可能导致违反法律，买方、供应商和/或供应商人员可能对此负责。应买方要求，在任何使用权请求或使用授权之前以及任何其他时间，供应商将向买方提供（i）由买方提供的书面证明，证明已满足使用权要求，和/或（ii）证明供应商遵守使用权要求所依赖的方法、过程和结果的文件。目前的认证表格可在 Collins 供应商网站上获得。

## 21. COMPLIANCE WITH LAWS

### 遵守法律

- 21.1. Supplier warrants that it shall comply with all national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods, and (iii) the configuration or content of Goods and/or Services for the use intended by Buyer (collectively, "Laws"). Supplier agrees to cooperate with and support Buyer's and Buyer's Customers' efforts to comply with all Laws, and utilize the tools and systems provided by Buyer to ensure such compliance.

供应商保证，其将遵守适用于订单履行的所有国家、联邦、州、省和地方法律、条例、规则和法规，除非与美国反抵制法不一致，包括（i）货物的制造或供应和服务的供应，（ii）货物的运输，以及（iii）供买方使用的货物和/或服务的配置或内容（统称“法律”）。供应商同意配合并支持买方和买方客户遵守所有法律的努力，并利用买方提供的工具和系统确保遵守法律。

- 21.2. Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

如果供应商受到任何联邦、州或外国政府指控欺诈或腐败行为的刑事诉讼，一旦向法院提交正式指控文件，供应商应尽早书面通知买方；并进一步通知买方任何随后的重罪定罪或与前述相关的延期起诉协议。

- 21.3. Supplier agrees to comply with Buyer's environmental, health and safety standards, requirements, and restrictions during Supplier's performance hereunder and when at Buyer's jobsites, including, without limitation, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work, and providing Buyer with any test reports or results related to Goods and/or Services, as applicable.  
供应商同意在供应商履行本协议期间以及在买方工作现场遵守买方的环境、健康和安全管理标准、要求和限制，包括但不限于遵守买方的安全说明，在工作开始前通知买方，以及向买方提供与货物和/或服务相关的任何测试报告或结果（如适用）。
- 21.4. Supplier shall comply with Data Privacy Laws and shall be responsible for providing any notice required by law to the data subjects whose personal data it provides to Buyer.  
供应商应遵守数据隐私法，并负责向其向买方提供个人数据的数据主体提供法律规定的任何通知。
- 21.5. Supplier represents that it shall not furnish to Buyer Goods or separately-identifiable items or components of Goods that (i) are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes; (vi) fail to meet the requirement of an "Approved Part" as defined in FAA Advisory Circular 21-29C and any updated version thereof; or (vii) are otherwise counterfeit or suspected counterfeit. Such counterfeit or suspected counterfeit Goods shall be deemed non-conforming, and Supplier shall disclose the source of the counterfeit or suspect counterfeit Good to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.  
供应商表示，其不会向买方提供货物或可单独识别的物品或货物部件，此类物品或部件（i）是原始设备制造商或原始部件制造商（统称“OEM”）物品的未经授权的复制品或替代品；（ii）无法追踪到 OEM，因此无法确保 OEM 设计和制造的真实性和（iii）不包含 OEM 要求的适当外部或内部材料或部件，或未按照 OEM 设计制造；（iv）经过重新加工、重新标记、重新贴标签、维修、翻新或以其他方式对 OEM 设计进行修改，但表示为 OEM 正品或新品；（v）未成功通过所有 OEM 要求的测试、验证、筛选和质量控制流程；（vi）不符合 FAA 咨询通告 21-29C 及其任何更新版本中定义的“批准零件”的要求；或（vii）是其他伪造品或涉嫌伪造品。此类假冒或疑似假冒货物应被视为不合格货物，且供应商应向买方披露假冒或疑似假冒货物的来源，并配合买方进行调查或采取补救措施。
- 21.6. Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement and/or Order.  
应买方的合理要求，供应商应向买方提供其供应商的身份和/或货物或货物的任何子部件的制造地点，或提供服务（如适用），以确认是否符合法律和监管要求、本协议和/或订单。

## 22. PROHIBITED TELECOMMUNICATIONS EQUIPMENT & SERVICES

### 禁止使用的电信设备和服务

- 22.1. Supplier recognizes that Collins, Buyer, and their respective Affiliates are subject to Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (“Section 889”), which prohibits prime contractors to the U.S. government from using (regardless of end use) “covered telecommunications equipment or services”, as such term is defined in Section 889 (“Prohibited Telecom”).

供应商承认，Collins、买方及其各自的关联公司受《2019 财年国防授权法》第 889 条（“第 889 节”）的约束，该节禁止美国政府的主承包商使用（无论最终用途如何）“涵盖的电信设备或服务”，正如第 889 条中所定义（下称“禁止电信”）。

- 22.2. Supplier represents that it shall not furnish to Buyer any Goods or Services that use or contain Prohibited Telecom.

供应商表示，其不会向买方提供任何使用或包含禁止电信的货物或服务。

- 22.3. Supplier commits to (i) have in place processes to determine whether it furnishes, or has furnished, to Buyer Goods, separately-identifiable items or components of Goods, or Services that use or contain Prohibited Telecom; (ii) notify Buyer, within 1 business day of Supplier’s identification, of the use or existence of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to Buyer (a “Prohibited Telecom Use Notice”), which shall include the brand, model number, and item description of such Goods and/or Services; and (iii) within 10 business days of Supplier’s submission of a Prohibited Telecom Use Notice, provide Buyer with such further available information as Buyer may request about such Supplier’s use of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to Buyer, and the efforts Supplier has taken, and will take, to prevent the use of Prohibited Telecom in the Goods and/or Services it furnishes to Buyer.

供应商承诺：（i）制定流程，以确定其是否向买方提供或已提供使用或包含禁止电信的可单独识别的货物或货物部件或服务；（ii）在供应商确定后的 1 个工作日内，通知买方其提供或已提供给买方的货物和/或服务中使用或存在禁止电信（下称“禁止电信使用通知”），其中应包括该货物和/或服务的品牌、型号和项目描述；以及（iii）在供应商提交禁止电信使用通知后的 10 个工作日内，向买方提供买方可能要求的进一步可用信息，此类信息涉及供应商在其提供或已提供给买方的货物和/或服务中使用禁止电信，以及供应商已采取并将采取的措施，以防止在其提供给买方的货物和/或服务中使用禁止电信。

- 22.4. Supplier shall require its subcontractors to satisfy the requirements of this Section.

供应商应要求其分包商满足本节的要求。

## 23. CONFLICT MINERALS

### 冲突矿物

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the “Conflict Minerals”) from the Democratic Republic of the Congo and adjoining countries (“DRC Countries”). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations; to the extent Supplier is not a “Registrant” as defined in the Act, Supplier shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular,

Supplier commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC Countries directly or indirectly support unlawful conflict there; and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Upon written request, Supplier will promptly provide Buyer with commercially reasonable information regarding the foregoing requirements in order to support Collins's obligations under the Act.

供应商认识到，根据《多德-弗兰克华尔街改革和消费者保护法》（下称“法案”）中冲突矿物规定（第 1502 节）的公共政策，从刚果民主共和国和邻近国家（“刚果民主共和国”）采购锡、钽、钨和黄金（下称“冲突矿物”）存在重大的法律和非法律风险。因此，供应商承诺遵守法案第 1502 节及其实施条例；如果供应商并非法案中定义的“注册人”，则供应商应遵守法案第 1502 节及其实施条例，但备案要求除外。特别是，供应商承诺制定供应链政策和流程，以（i）对其提供给买方的货物中包含的冲突矿物的原产地进行合理调查；（ii）根据国家或国际公认的尽职调查框架，对其供应链进行必要的尽职调查，以确定来自刚果民主共和国的冲突矿物是否直接或间接支持该国的非法冲突；以及（iii）实施原产国调查和尽职调查程序所需的风险评估和缓解措施。一经书面要求，供应商将立即向买方提供关于上述要求的商业上合理的信息，以支持 Collins 在该法案下的义务。

## **24. GLOBAL CHEMICAL REGULATIONS AND MATERIALS OF CONCERN**

### **全球化学品法规和相关材料**

24.1. To the extent the Goods contain, or the manufacturing processes for the Goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (“MOC”), as defined below, Supplier shall:

如果货物或货物使用的制造工艺中含有受全球化学品法规或关注材料（下称“MOC”）管辖的化学物质（定义如下），供应商应：

24.1.1. Comply with all applicable Laws regarding the global regulation of chemicals, including but not limited to any: (i) registration, notification, authorization, restriction, or ban obligations; and (ii) hazard classification, labeling, packaging, Safety Data Sheet, or safe use compliance and communication obligations (the “Global Chemical Regulations”).

遵守有关全球化学品监管的所有适用法律，包括但不限于任何：（i）注册、通知、授权、限制或禁止义务；以及（ii）危险分类、标签、包装、安全数据表或安全使用合规和沟通义务（下称“全球化学品法规”）。

24.1.2. Cooperate with Buyer's efforts to comply with Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the Goods or in the processes used to manufacture, assemble, use, maintain, or repair any Goods; (ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any Goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer's requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in

connection with the Goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including, but not limited to, registrations and authorizations for the continued sale to and use of Goods by Buyer; and (vi) using the tools and forms provided by Buyer through the Collins Supplier Site, or other means.

配合买方努力遵守全球化学品法规和适用的客户要求，并开发对人类健康和环境风险最小的产品和制造工艺。此类合作包括但不限于：（i）调查并向买方传达货物或用于制造、组装、使用、维修或修理任何货物的过程中包含的任何 MOC 的性质和程度；（ii）提供所有合理的必要文件，以逐一验证材料成分，包括任何货物中包含的每种 MOC 的数量；（iii）向买方提供安全使用通信和安全数据表；（iv）按照买方要求的形式，及时响应买方关于货物使用或打算使用的变更信息以及相关监管控制（如使用限制、许可和授权要求）的信息请求；（v）根据请求，配合努力获得必要的监管批准，包括但不限于继续向买方销售和买方使用货物的注册和授权；以及（vi）使用买方通过 Collins 供应商网站或其他方式提供的工具和表格。

For purposes of this Section, “MOC” means substances that are substances of concern to Buyer or Buyer’s customer identified in a Materials of Concern list made available through the Collins Supplier Site or provided through other means.

在本节中，“MOC”指通过 Collins 供应商网站提供或通过其他方式提供的关注材料清单中确定的买方或买方客户关注的物质。

## 25. COMPLIANCE COVENANTS

### 遵守契约

25.1. Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities, or otherwise) to Buyer’s employees or representatives for the purpose of obtaining any Order or favorable treatment under any Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.

为获得订单或订单项下的优惠待遇，供应商未向也不应向买方的雇员或代表提供或给予任何有价值的东西（以娱乐、礼物、小费或其他形式）。对本保证的任何违反均构成对买方和供应商之间的每一份合同的重大违约。

25.2. Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with any Order.

供应商声明并保证，其未曾做出、也不会做出或提议做出任何政治性捐款，或支付、提议支付与任何订单相关的任何酬金或佣金。

25.3. If Supplier engages directly or indirectly in representing, lobbying, marketing, or advocating on behalf of Buyer in connection with U.S. or foreign (non-U.S.) Government contract or procurement activities, Supplier shall conduct affirmative screening of Supplier Personnel proposed for engagement in such activities to ensure that any such activities will not result in a violation of U.S. or foreign (non-U.S.) post-government employment (e.g., “Revolving Door”) laws and regulations.

如果供应商代表买方直接或间接参与代言、游说、营销或宣传活动，且该代言、游说、营销或宣传活动与美国或外国（非美国）政府合同或采购活动相关，则供应商应对拟参与此

类活动的供应商人员进行投票赞成筛选，以确保任何此类活动不会违反美国或外国（非美国）政府后就业（如“旋转门”）法律法规的规定。

- 25.4. Supplier shall ensure that Supplier Personnel assigned to perform Buyer work avoid conflicts of interest (“COIs”) and any actual or potential COIs are properly identified and mitigated by Supplier.

供应商应确保受指派执行买方工作的供应商人员之间不会发生利益冲突（下称“COI”），并负责正确识别并减少任何实际或潜在的 COI。

## **26. SUPPLIER CODE OF CONDUCT**

### **供应商行为准则**

- 26.1. Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Supplier Code of Conduct available at the Collins Supplier Site (“Supplier Code of Conduct”). Supplier acknowledges and agrees that failure to satisfy the requirements of this Section shall constitute a material breach of the Order.

供应商应采用并遵守有关商业行为、道德和合规性的行为准则或政策声明，该准则或政策声明至少满足柯林斯供应商网站上提供的《供应商行为准则》中规定的原则和期望（“供应商准则”）。供应商承认并同意，未能满足本节的要求将构成对订单的重大违反。

- 26.2. Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Supplier), disclosure (to Buyer and others as appropriate), and implementation of corrective actions for violations of law, regulations, an Agreement, Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct.

供应商应具备管理系统、手段和流程，以（i）确保符合适用法律法规要求，以及《供应商行为准则》中规定的要求；（ii）提高道德商业行为的意识，促进道德商业行为的承诺，包括但不限于《供应商行为准则》中规定的预期；（iii）针对违反法律、法规、协议、订单或供应商行为准则中规定的预期的行为，为及时发现、调查（包括协助进行任何由买方发起的、涉及供应商的调查）、披露（向买方和其他适当的人）和实施纠正措施提供便利；以及（iv）为其员工提供合规要求方面的培训，包括《供应商行为准则》中规定的预期。

## **27. GLOBAL TRADE COMPLIANCE**

### **全球贸易合规性**

- 27.1. Compliance with GTC Laws. Supplier hereby certifies that, in connection with the performance of the Agreement and/or Order, it will comply with all applicable GTC Laws. Supplier agrees that no hardware, software, Technical Data, and/or services (collectively referred to as “items”) controlled under any U.S. or other applicable non-U.S. export and import laws and regulations and provided by Buyer in connection with the Order shall be provided to any person or entity, including non-U.S. person employees, subsidiaries, or affiliates, unless the transfer is expressly permitted by a U.S. or non-U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and

regulations.

遵守 GTC 法律规定。供应商特此保证，在履行协议和/或订单时，将遵守所有适用的 GTC 法律规定。供应商同意，除非美国或非美国政府许可或其他授权书明确允许转让，或者该转让符合适用法律法规的要求，否则，不得向任何个人或实体（包括非美国员工、子公司或关联公司）提供与订单相关的硬件、软件、技术数据和/或服务（统称“物品”），该物品受所有美国或其他适用的非美国进出口法律法规制约，并由买方提供。

- 27.2. **Denied Party Screening.** Supplier shall not engage any Supplier Personnel who is ineligible to perform hereunder because of any embargo, sanction, debarment, or designation as a Specially Designated National or a denied party, as maintained by the U.S. government or any applicable non-U.S. government or union of states (e.g., European Union). Supplier shall perform denied party screenings on Supplier Personnel and promptly notify Buyer in writing if any such Supplier Personnel has been identified as ineligible because of the reasons listed above.

筛除被拒贸易方。如美国政府或任何适用的非美国政府或国家联盟（如欧盟）所主张的，因任何禁运、制裁、禁止、或指定为特别指定国民或被拒绝方，而无资格履行本协议的任何供应商人员，均不得进行受雇于供应商。供应商应对供应商人员进行被拒绝方筛选，如果因上述原因，认定任何此类供应商人员为无资格人员，供应商应立即向买方发出书面通知。

- 27.3. **Export Licensing.** If any Order requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under such Order, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable GTC Laws. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under an Order. Upon request, and when permissible under applicable laws and regulations, the Parties shall exchange copies, redacted as appropriate, of all government export authorizations related to the Technical Data, Goods or Services, and all provisions, conditions, limitations, or information relating to the authorization. Each Party shall ensure all required authorizations remain valid for the duration of the Order. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related documentation is properly completed and timely filed.

出口许可证。如果任何订单要求任何一方获得政府批准的出口授权书，以促进该订单下规定的活动和义务，双方应共同做出合理努力，为准备和安排授权书提供支持，使其完全符合适用的 GTC 法律的规定。每一方应单独负责从任何第三方获得该方履行其订单义务所需的文件或其他信息（如适用）。应要求且在适用法律法规允许的情况下，双方应交换所有与技术数据、货物或服务相关的政府出口授权书的副本，以及与授权书相关的所有规定、条件、限制条件或信息。各方应确保，所有必需的授权在订单有效期内保持有效。如适用，各方应各自负责遵守所有政府出口授权书，包括但不限于，确保正确填写所有出口相关文件，并及时将其归档。

- 27.4. **Export and Import Classification; Registration.** Where known, or where Supplier is the design authority for the Technical Data, Goods or Services that are subject to the Agreement and/or Order, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number; (ii) the applicable U.S. export jurisdiction and classification; and (iii) any analogous classification under any other applicable law. Supplier shall timely notify Buyer in writing of any changes to the export or import classification on the Technical Data,

Goods or Services subject to the Order. If, under any Order, Supplier will engage in any manufacturing or exporting of items on the U.S. Munitions List or engage in the provision of defense services (as defined in 22 C.F.R. § 120.9), Supplier shall maintain registration with the Directorate of Defense Trade Controls (“DDTC”) as may be required by Part 122 of the ITAR. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.

进出口分类与登记注册。在已知的情况下，或者供应商是协议和/或订单项下的技术数据、货物或服务的设计授权机构的情况下，供应商应向买方提供：（i）适用的协调关税表编号；

（ii）适用的美国出口管辖权和分类；以及（iii）任何其他适用法律下的任何类似分类。供应商应及时向买方发出书面通知，通知对该订单项下的技术数据、货物或服务的出口或进口分类作出的任何变更。根据任何订单规定，如果供应商将参与美国军需品清单上的物品的制造或出口业务，或参与提供国防服务（定义见《美国联邦法规》第 22 编第 120.9 部分），则供应商应按照 ITAR 第 122 部分的规定，在国防贸易管制局（下称“DDTC”）进行登记注册。应要求，供应商应每年通知买方其 DDTC 登记注册截止日期。

- 27.5. **GTC Law Compliance – Subcontracting.** If Buyer authorizes Supplier to engage in subcontracting for procurements related to the Order, Supplier shall incorporate into its subcontracts the provisions of this Section requiring compliance with U.S. and other applicable non-U.S. export and import control laws and regulations.

GTC 法律合规性-分包。如果买方授权供应商参与与订单相关的采购分包业务，则供应商应在其分包合同中纳入本节规定，该规定要求遵守美国进出口管制法律法规，以及其他适用的非美国进出口管制法律法规。

- 27.6. **Certifications.** If the Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Supplier shall upon acceptance of the Order, or within 10 days of being requested by Buyer to do so, with respect to all Orders received by the Supplier’s legal entity to date in relation to the Buyer Customer Contract or Solicitation Number related to the Order, provide information, in the format specified by Buyer, in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 CFR §§130.9 and 130.10.

认证。如果订单构成以下事实，即买方为支持对外军事销售，或向外国或国际组织的武装部队商业化出售该物品或服务、或为供其使用，而出售全部或部分国防物品或国防服务，则在供应商接受订单后，或应买方要求的 10 天内，对于迄今为止供应商的法人实体收到的、与买方客户合同相关的所有订单，或与该订单相关的询价编号，供应商应按照买方指定的格式提供信息，以满足 ITAR 第 130 部分、《美国联邦法规》第 22 编§130.9 和 §130.10 中规定的要求。

- 27.7. **Brokering.** Supplier acknowledges that it shall not engage in “brokering activity” as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to the Order.

经纪人。供应商承认，其不得参与《美国联邦法规》第 22 编§ 129.2 规定的“中间商交易活动”，与该词一同定义的还有根据该订单授权可进行的活动。

- 27.8. **Technical Data Transfer.** Supplier shall not export, re-export, transfer, disclose, or otherwise provide physical or electronic access to Technical Data to any person not authorized to receive Technical Data under existing GTC Laws and/or government export authorization (including unauthorized third party information technology service providers), or modify or divert such Technical Data to any military application or other end-use

prohibited by applicable GTC Laws. Supplier shall develop and implement information technology security procedures which ensure that Technical Data is accessible only by authorized persons.

技术数据传输。根据现行 GTC 法律和/或政府出口授权书的规定，供应商不得向无权接收技术数据的任何人出口、再出口、转让、披露技术数据，也不得以其他方式允许对该技术数据进行物理访问或电子访问（包括未经授权的第三方信息技术服务提供商），或修改、转移此类技术数据，应用于任何军事活动或适用的 GTC 法律明令禁止的其他最终用途。供应商应开发并实施信息技术安全程序，确保技术数据只能由授权人员访问。

- 27.9. **Destruction of Technical Data, Controlled Goods & Controlled Buyer Items.** Upon completion of performance under an Order, and expiration of recordkeeping obligations under the Agreement and/or Order, Supplier and subcontractors shall destroy or return to Buyer all Technical Data, all controlled Goods, and controlled Buyer Items, as instructed by Buyer. Destruction of the foregoing items in physical and electronic form must render such items useless beyond repair, rehabilitation, restoration, and recognition of unique characteristics or identifiers, Supplier must provide a written certification of the method of destruction and its completion to Buyer.

销毁技术数据、受控货物和受控买方物品。在订单项下的义务履行完成后，以及协议和/或订单项下的记录保存义务到期后，供应商和分包商应按买方指示，销毁或向买方返还所有技术数据、所有受控货物和受控买方物品。以物理和电子形式销毁上述物品，除修理、修复、复原以及识别独特特征或标识符之外，必须使其毫无用处，供应商必须向买方提供有关销毁方法及其完成情况的书面证明。

- 27.10. **Technology Control Plan.** When the terms of the Agreement and/or Order require access to or possession of Technical Data controlled under the ITAR or at an Anti-Terrorism level or higher under the EAR, or the equivalent level of controls under applicable and governing non-U.S.GTC Laws, Supplier shall create and follow a Technology Control Plan (“TCP”) that, at a minimum, incorporates the following elements: (i) facility security; (ii) global trade compliance training program; (iii) information technology security; (iv) record keeping requirements; (v) denied party screening as defined above in this Section; and (vi) personnel oversight (including oversight of Supplier Personnel who are non-U.S. persons and/or dual/third country nationals, and visitor management). Supplier shall make a signed copy of the TCP available to Buyer within 30 days of request.

技术控制计划。当协议和/或订单的条款要求访问技术数据，该数据受 ITAR 控制，或受 EAR 规定反恐级别或更高级别的控制，或受适用的非美国 GTC 管辖法律的同等控制级别控制，则供应商应制定并遵循技术控制计划（下称“TCP”），该计划至少应包含以下几项内容：（i）设施安全；（ii）全球贸易合规培训计划；（iii）信息技术安全；（iv）记录保存要求；（v）本节上述规定的被拒绝方筛选；以及（vi）人员监督（包括对非美国人和/或双重/第三国国民的供应商人员进行监督及访客管理）。在买方提出要求后 30 天内，供应商应向买方提供一份经签署的 TCP 副本。

- 27.11. **Country of Origin.**  
原产国。

- 27.11.1. “Country of Origin” shall mean the country where a Good is wholly obtained or produced entirely, or, when two or more countries are involved in the production of a Good, the country where the last substantial transformation was carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer

may direct, including but not limited to, Supplier proposals and Supplier certifications in electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

“原产国”是指完全获得或完全生产一种货物的国家，或者，当同一货物的生产涉及两个或两个以上国家时，指进行最后实质性改变的国家。在货物随附的商业发票或形式发票上，供应商应以买方指定的任何其他格式（包括但不限于，电子档和/或扫描为可读格式的供应商建议书和供应商认证）标明所有货物的原产地。如供应商并非该货物的制造商，则供应商应从该货物的制造商处取得的原产国信息。

- 27.11.2. Country of Origin Marking. Supplier shall mark all Goods with the name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.

原产国标记。根据目的地的当地法律，供应商应在所有货物上标记原产国的名称。如果货物目的地免除标记原产国的要求，或者无此类标记，则供应商应在此类货物的货柜上标记货物原产国的名称。

- 27.11.3. Preferential Treatment. Upon Buyer's request, Supplier shall provide, or assist in obtaining from its subcontractors, certificates of origin, declarations, and/or affidavits necessary to support Buyer's claims for duty-free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Agreement on Trade in Civil Aircraft, Free Trade Agreements, Goods Returned, Generalized System of Preferences, etc.) ("Preferential Treatment"). Supplier shall maintain all records and make available to Buyer all documentation for duty free or preferential duty treatment for 5 years after the date on which the aforementioned documentation was provided to Buyer as support for Buyer's Preferential Treatment claim.

优惠待遇。应买方要求，供应商应提供必要的原产地证书、声明和/或宣誓书，或协助买方从其分包商处获得此类证书，以支持买方根据国际协议、多边或双边自由贸易协议、或其他优惠关税项目（如民用飞机贸易协议、自由贸易协议、退货、普遍优惠制等）提出的免税或优惠关税待遇（下称“优惠待遇”）要求。将上述文件提供给买方，以作为其要求的优惠待遇的证明，自该日起 5 年内，供应商应保留所有记录，并向买方提供所有免税或优惠关税待遇的文件。

- 27.12. Importer Security Filing. For all ocean shipments of Goods to Buyer, destined or passing through a U.S. port, Supplier shall provide Buyer or Buyer's designated agent with accurate "Data Elements" for the U.S. Importer Security Filing regulation (the "ISF Rule") to ensure Buyer or Buyer's designated agent has sufficient opportunity to comply with its filing obligations. Supplier further agrees to comply with or assist Buyer or Buyer's designated agent to comply with other manifest regulations based on the jurisdiction of the shipping destination.

进口商安全申报。对于所有运往买方、目的地为美国港口或经过美国港口的海运货物，供应商应向买方或买方指定代理人提供美国进口商安全申报条例（下称“ISF 条例”）的准确“数据要素”，以确保买方或买方指定代理人能顺利履行其申报义务。供应商进一步同意，遵守、协助买方、或买方指定代理人遵守基于运输目的地管辖范围制定的其他载货清单的规定。

27.13. **Duty Drawback.** Supplier agrees to assign to Buyer any and all of Supplier's U.S. Customs duty drawback rights and duty drawback rights obtained from subcontractors related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Supplier agrees to inform Buyer of the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents, records, and other supporting information that Buyer reasonably requires, including, but not limited to, proof of importation, duties paid and other documentation, including a signed U.S. Customs Form 7552 (Certificates of Manufacture and Delivery). Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.

退税。供应商同意向买方转让供应商享有的任何和所有美国关税退税权利，并从分包商处获得的与本协议项下提供的货物相关的退税权利，以便于买方尝试退税。供应商同意，将其已知存在的此类退税权利通知买方。供应商同意，应提供买方合理要求的文件、记录和其他支持信息，包括但不限于进口证明、已付关税和其他文件（包括经签署的美国海关表格 7552（制造和交付证明））。供应商还同意应要求向买方提供援助，以收回上述进口关税。

27.14. **Supply Chain Security Programs.** Supplier and any of its subcontractors who either ship Goods directly or package Goods for shipment shall participate in or comply with all requirements of SAFE Framework security programs of the destination country (e.g., CTPAT, Authorised Economic Operator, or similar programs). Supplier must also make all shipments under the Order with transportation companies that are certified and validated through CTPAT or the trade security program in the country of shipment.

供应链安全计划。直接负责运输货物或包装待运货物的供应商及其任何分包商应参与目的国的 SAFE 框架安全计划，或遵守该计划的所有要求（如 CTPAT、授权经营者或类似计划）。供应商还必须与运输公司一同负责订单项下的所有运输工作，已通过 CTPAT 或启运国的贸易安全计划对此类运输公司进行认证和验证。

27.15. **Customs Documentation.** Supplier shall provide complete and accurate customs documentation, including without limitation, documentation required for customs clearance, Harmonized Tariff Schedule classification, valuation, origin, applicable export authorization, preferential treatment, duty drawback, and other terms, as required.

海关文件。供应商应提供内容完整和准确的海关文件，包括但不限于清关所需的文件、协调关税归类表、资产估值、原产地、适用出口授权书、优惠待遇、退税和其他要求提供的条款。

27.16. **Customs Clearance.**

清关。

27.16.1. If the Order is issued in the United States for goods shipped directly to the United States from the country where Supplier is located, Buyer may serve as importer of record.

如果在美国发出订单，货物从供应商所在国家直接运至美国，则买方可以作为记录进口商。

27.16.2. Unless the Order specifies otherwise, Supplier agrees in all other cases to serve as importer of record and to be responsible for Customs clearance and for payment of any and all duties, taxes, and fees for goods entering into the United States or other relevant country. If Supplier acts as importer of record, the price may include, if separately stated on Supplier's invoice, duties, taxes, and fees resulting from that

importation, unless Buyer has furnished a valid exemption certificate or other evidence of exemption, which the applicable government agency has granted. For any Order that includes customs clearance services, such services shall be quoted and charged at a fixed sum and performed by Supplier as the importer of record in accordance with Program Specific Terms incorporated into the Order. In no event shall an Order that includes customs clearance services allow or provide for contingent or success fees.

除非订单另有规定，否则，供应商同意在所有其他情况下作为记录进口商，负责货物进入美国或其他相关国家的清关事宜，并为此支付任何及所有关税、税款和费用。如果供应商作为记录进口商，价格可能包括（如果在供应商发票上单独注明）进口产生的关税、税款和费用，除非买方已提供有效的免税证明或其他适用政府机构已批准的免税证据。对于包含报关服务的任何订单，此类服务应以固定金额报价收费，并根据订单中包含的项目特定条款，由作为记录进口商的供应商进行支付。在任何情况下，包含报关服务的订单均不准许产生也不提供或有费或成交费。

- 27.17. **Anti-Dumping/Countervailing Duties.** Supplier shall inform Buyer of any applicable anti-dumping or countervailing duty, investigation, and/or orders, and shall provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the Orders.

反倾销/反补贴税。供应商应向买方通知任何适用的反倾销税或反补贴税、调查和/或订单，并应向买方提供所有必要的文件，以证明进口货物不在订单范围内（如适用）。

- 27.18. **Required Notices.** Supplier shall promptly notify Buyer if Supplier becomes aware of any failure by Supplier or its subcontractors to comply with this Section and shall cooperate fully with Buyer in any investigation of such failure to comply. Supplier shall also promptly notify Buyer of any name change, change in DDTC registration status, address change, or change in ownership or control of Supplier. If the change in ownership or control of Supplier involves a country designated under ITAR Section 126.1 or EAR Part 740, Supp.No.1, Country Group D:5, E:1, or E:2, Supplier shall notify Buyer at least 60 days prior to the change.

要求的通知。如果供应商已知供应商或其分包商未能遵守本节规定，供应商应立即通知买方，并应全力配合买方对此类未能遵守规定的行为进行调查。供应商还应及时通知买方以下变更：供应商的任何名称变更、DDTC 登记注册状态变更、地址变更、所有权或控制权变更。如果供应商所有权或控制权的变更涉及以下内容中指定的国家：ITAR 第 126.1 节或 EAR 第 740 部分，Supp.No.1, 国家分组 D: 5、E: 1 或 E: 2，则在变更前，供应商应提前至少 60 天通知买方。

## 28. INTERNATIONAL OFFSET

### 国际抵消

- 28.1. Supplier grants to Buyer exclusive rights to all offset and industrial participation credits and benefits generated by Supplier, its suppliers, and subcontractors arising out of the Order. Buyer may use all or any part of the value of the Order, including the value of any subcontracts placed by Supplier for the Order to satisfy international offset or industrial participation obligations of Buyer, Buyer's Affiliates, or any entity to which Buyer transfers such value.

供应商授予买方专有权，该权利是针对供应商、其多个供应商和分包商因订单产生的所有补偿、工业参与信贷和利益。买方可使用订单的全部或部分价值，包括供应商为订单签订

的任何分包合同的价值，以履行买方、买方关联公司或买方转让此类价值的任何实体关于国际抵消或工业参与的义务。

- 28.2. Supplier shall support Buyer in meeting Buyer's offset requirements in proportion to the value of the Goods and/or Services supplied by Supplier to the value of the end item sold by Buyer into the particular country.

供应商应支持并满足买方的抵消要求，该要求金额符合供应商提供的货物和/或服务的价值，也符合买方出售货物和/或服务到特定国家的最终产品价值。

- 28.3. Upon Buyer's request, Supplier shall (i) report all subcontract sources outside the United States utilized in the fulfillment of the Order, including the name and location of each such source, amounts paid and committed thereto, and identification of the Goods or Services procured; (ii) provide copies of all purchase orders; and (iii) execute all necessary documents to evidence Buyer's right to use, claim, or assign any offset credits or industrial participation. Supplier shall include the substance of this sub-Section, in favor of Buyer, in its subcontracts issued at all tiers pursuant to the Order.

应买方要求，供应商应做到以下几点：（i）报告在履行订单时使用的美国境外的所有分包来源，包括每个此类来源的名称和位置、已支付和承诺应付金额，以及采购的货物或服务的标识；（ii）提供所有订购单的副本；以及（iii）签署所有必要文件，以证明买方有权使用、要求或转让任何抵消信贷或工业参与。在根据订单在各层级发布的分包合同中，供应商应纳入本小节的内容，以买方为受益人。

## 29. ASSIGNMENT

### 转让

Any assignment by Supplier of an Agreement and/or Order, in whole or in part, without Buyer's prior written consent shall be null and void and shall constitute a material breach of such Agreement and/or Order.

未经买方事先书面同意，供应商对协议和/或订单作出的（全部或部分）转让无效，并构成对该协议和/或订单的重大违约。

## 30. SUBCONTRACTING

### 分包

- 30.1. Supplier may not assign, delegate, or subcontract all or substantially all of its rights, responsibilities or obligations due or to become due under the Order without the prior written consent of the Buyer.

未经买方事先书面同意，供应商不得转让、委托或分包其在订单项下已到期或即将到期的全部或大部分权利、责任或义务。

- 30.2. Any such assignment, delegation or subcontracting by Supplier of its rights, responsibilities, or obligations hereunder, without Buyer's prior written consent, shall be wholly void, invalid, and totally ineffective for all purposes. In the case of any approved assignment, delegation, or subcontracting of any of its rights, responsibilities, or obligations hereunder, Supplier shall perform all supply management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements set forth herein. Supplier shall be solely and fully responsible for monitoring said suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to Buyer for, and shall be

Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any assignment, delegation, or subcontracting; (ii) Buyer approval of the subcontractors; or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.

未经买方事先书面同意，在任何情况下，供应商对其在本协议项下的权利、责任或义务作出的任何此类转让、委托或分包均完全无效。如果供应商批准转让、委托或分包其在本协议项下的任何权利、责任或义务，则其应展开所有必要的供应管理活动，以按照本协议规定的要求按时交付货物和/或服务。根据适用分包合同的所有条款规定，供应商应全权负责监督上述供应商，并确保其各供应商均符合本合同规定的要求。供应商应继续对买方全权负责，且是买方正确履行订单的唯一联系人，无论发生以下何种情况：（i）任何转让、委托或分包；（ii）买方批准分包商参与；或（iii）供应商未能确保相关分包合同是否包含实质上符合本规定的条款。

### **31. CHANGE IN CONTROL OR GRANT OF SECURITY INTEREST**

#### **控制权的变更或担保权益的授予**

#### **31.1. For purposes of this Section:**

就本节而言：

“Change in Control” means and is deemed to have occurred if there is (i) a change in the beneficial ownership of Supplier, either directly or indirectly, of 25% or more; (ii) any change, of any amount, in the beneficial ownership of Supplier, either directly or indirectly, which involves a direct or indirect competitor of Buyer; (iii) a sale, lease, exchange, transfer, or other disposition, directly or indirectly, of substantially all of either (a) the assets of Supplier or (b) the assets Supplier uses to perform its obligations under an Agreement or Order; or (iv) the entry by Supplier or its Affiliate into any agreement contemplating any of the foregoing transactions.

“控制权变更”是指以下内容，且当以下情况发生时，则视为已发生变更：（i）供应商 25% 或以上的实益所有权（直接或间接）发生变更；（ii）供应商实益所有权的任何金额（直接或间接）发生任何变更，且该变更将影响买方直接或间接的竞争对手；（iii）（直接或间接）出售、租赁、交换、转让或以其他方式处置以下资产：（a）供应商的资产或（b）供应商用于履行其协议或订单项下义务的资产；或（iv）供应商或其关联公司签订任何涉及上述任何交易的协议。

“Security Interest” means an interest in the assets of Supplier by any third party or parties, collectively, that accounts for a value equal to 25% or more of the Supplier's total assets, including without limitation, real property and the tangible or intangible personal property of the Supplier (including but not limited to interest in Supplier's tooling, fixtures, receivables, and intellectual property rights).

“担保权益”是指任何第三方或各方在供应商资产中享有的权益，合计占供应商总资产的 25% 或以上的比例，包括但不限于供应商的不动产、有形个人财产或无形个人财产（包括但不限于供应商的工具、固定财产、应收账款和知识产权）。

#### **31.2. Prior to a potential Change in Control of Supplier or grant of such a Security Interest by Supplier and at least 90 days prior to the proposed effectiveness of such Change in Control or grant of Security Interest, Supplier will promptly notify Buyer in writing thereof (including the identity of and reasonable information regarding the potential third party or parties) and obtain Buyer's written consent prior to the effectiveness of such Change in Control or grant of Security Interest, consistent with applicable law and confidentiality restrictions. As a**

condition of granting such consent, Buyer shall have the right to (i) require Supplier to obtain a guarantee from the new controlling party or secured party or other adequate assurances of performance, as applicable; and (ii) extend the effective term of an Agreement for up to an additional 36 months, under the pricing and other terms and conditions contained herein, by providing written notice thereof to Supplier. In the event such consent is not sought or obtained in accordance with the terms hereof, Buyer shall have, in addition to the rights described above, the right to terminate the Agreement and/or Order, or any portion thereof, for default without a right to cure and without any liability or obligation whatsoever to Supplier for the portion terminated and Buyer's rights and remedies as set forth in the Section herein entitled "Termination for Default" shall apply.

在供应商的控制权发生潜在变更, 或供应商授予此类担保权益之前, 以及在此类控制权变更或授予担保权益的拟议生效日期的至少 90 天前, 供应商应立即书面通知买方该情况 (包括潜在第三方的身份和合理信息), 并在此类控制权变更或授予的担保权益生效前, 根据适用法律和保密限制条款, 获得买方的书面同意。作为授予此类同意的条件, 买方有权做到以下两点: (i) 要求供应商向新的控制方或被担保方处取得担保, 或作出其他适当的履约保证 (如适用); 以及 (ii) 根据本协议包含的价格和其他条款和条件, 向供应商提供书面通知, 将协议的有效期延长 36 个月。如果根据本协议的条款未能成功寻求或获得此类同意, 除上述权利外, 买方还应有权因违约行为而终止协议和/或订单或其任何部分, 但无权进行补救, 也无需因终止的协议部分而对供应商承担任何责任或义务, 并且, 本协议中标题为 "因违约而终止" 一节中关于买方的权利和补救措施的规定将适用。

- 31.3. In addition, in the event Buyer grants its consent to a Change in Control or grant of Security Interest, Buyer shall have 180 days following its receipt of notice of the foregoing or the effective date thereof, whichever is later, to inform Supplier, upon 30 days advance written notice, of Buyer's intention to terminate the Agreement and/or Order, or any portion thereof, with Buyer's only obligation to pay for those conforming Goods and Services actually received prior to the expiration of such 30 day period. If Buyer chooses to terminate the Agreement and/or Order under this Section and the remaining term of the this MTA is in excess of 6 months, Supplier shall, at no additional charge to Buyer, (i) provide Buyer with unrestricted access to all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier and necessary for the production of the Goods, (ii) deliver or have unrestricted access to that tooling and test equipment necessary to make or have made the Goods, and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with a right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods; and assist and compensate Buyer for the costs associated with transitioning to another supplier or Buyer assuming the production of the Goods itself, protecting the tooling and other equipment necessary for production of the Goods, and taking other reasonable steps to ensure the Goods are produced without interruption according to Buyer's Specifications.

此外, 如果买方授予其同意变更控制权, 或授予担保权益, 买方应在收到上述通知或其生效日期 (以较晚者为准) 后的 180 天内, 提前 30 天向供应商发出通知, 通知关于买方终止协议和/或订单或其任何部分的意图, 买方需承担的唯一义务是, 就该 30 天期限到期前实际收到的合格货物和服务支付款项。如果买方选择终止本节项下的协议和/或订单, 但本 MTA 的剩余期限超过 6 个月, 供应商可做出以下行为, 但不可向买方收取额外费用: (i) 向买方提供访问权限, 使其可以访问所有信息、数据、专有技术和其他知识产权, 而不受限制, 包括用于供应商和生产货物所必需的专有和制造信息, (ii) 交付或不受限制地访问工具和测试设备, 该工具和设备为制造货物或已制造货物必需品, 以及 (iii) 向买方提供

包含全球范围的、永久性、非排他性、全额支付且不可撤销许可证，使其有权对供应商的信息、数据、专有技术和其他知识产权（包括专有和制造信息）授予转发许可证，在必要的程度上，使买方能够制造、已制造、使用、销售和许可货物；协助买方，并补偿买方以下情况产生相关的费用：将订单转移至另一个供应商，买方承担货物本身的生产、保护生产货物所需的工具和其他设备，以及采取其他合理措施，确保按照买方要求的规格连续生产货物。

## **32. STOP WORK ORDER**

### **停工令**

Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer's Customers ("Stop Work Period"). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order. If Buyer has not exercised its rights set forth in either (i) or (ii) above prior to the expiration of the Stop Work Period, then at least 30 days prior to said expiration, Supplier shall notify Buyer of its intent to resume work under the applicable Order and shall obtain Buyer's written consent prior to resuming work. 买方可不时要求供应商停止进行订单规定的全部或任何部分工作，每次停止时间不应超过120天，或应买方客户可能的要求，延长至更长时间（下称“停工期”）。收到详细说明停工期时长和事件范围的书面通知后，供应商应立即遵守其条款规定，而不收取费用。在停工期内，买方可以进行以下事项：（i）取消停工令，供应商应恢复工作；或（ii）根据停工令以及上下文的规定，因违约或为方便起见，终止停工令中规定的工作。如果在停工期到期前，买方未行使上述（i）或（ii）中规定的权利，则在上述期限到期前，供应商应至少提前30天通知买方其根据适用订单复工的意图，并应在复工前获得买方的书面同意。

## **33. FORCE MAJEURE**

### **不可抗力**

- 33.1. Supplier shall be liable for any failure or delay in performance in connection with an Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (a "Force Majeure Event"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is a Force Majeure Event as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel any Order without liability to Supplier for its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.

如果订单未能履约或延迟履约，供应商应对此承担责任，除非造成此类未能履约或延迟履约的原因不可预见、不可避免、超出其控制范围，且其无过失或疏忽，前提是，供应商

在获悉此类原因后的 3 天内向买方发出书面通知，主要内容是供应商未能履约或延迟履约的情况将会发生或已经发生（下称“不可抗力事件”）。如果未能履约或因影响供应商的任何供应商的事件导致延迟履约，则此类未能履约或延迟履约是不可免除的责任，除非此类事件是上文规定的不可抗力事件，并且，供应商无法从其他来源及时获得此类供应商提供的货物或服务，以将货物及时交付给买方。因供应商未能履约或延迟履约，而影响其购买任何货物的情况，买方可以取消任何订单，而无需承担任何责任，并且，如果预计延迟履约将持续一段时间，可能会影响向买方客户交付货物，此时买方可以取消任何部分或全部订单，而无需承担任何责任。

**33.2. Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including an unforeseen reduction in demand or any cause attributable to Buyer's Customers.**

因超出买方合理控制范围的任何原因（包括无法预见的需求减少或可归因于买方客户的任何原因）而导致其未能履约或延迟履约的，可免除买方的责任。

**34. DUTY TO PROCEED**

**继续履行义务**

Supplier shall proceed diligently with the performance of the Order. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement regarding a dispute related to any Agreement or Order shall excuse Supplier from proceeding.

供应商应继续努力履行订单。除非买方以书面形式明确授权，否则，供应商和买方之间如未能就与任何协议或订单相关的纠纷达成一致意见则无法免除供应商继续履约的责任。

**35. ASSURANCE OF PERFORMANCE**

**履约保证**

At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing any Agreement or Order, including, without limitation, any material change to Supplier's financial condition, balance sheet, or its credit or similar rating, Buyer may request, and Supplier shall provide, written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer will specify the nature of its concerns, and Supplier will provide Buyer with documents, financial data, or other information needed to satisfy Buyer's concerns including, but not limited to, audited financial statements including monthly profit & loss, balance sheet and cash flow, bank statements, accounts payable aging, profitability by part number including capital / productivity improvements. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier's financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier's ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Goods and/or Services without interruption in accordance with the Order. In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the production of the Goods and/or performance of the Services itself, protecting the tooling and other equipment necessary for production of the Goods and/or performance of the Services, and taking other reasonable steps to ensure the Goods are produced and/or Services performed without interruption according to Buyer's Specifications. Buyer shall also have the right to require Supplier to (i) obtain a guarantee from a controlling party of,

or a secured party to, Supplier, if applicable, and (ii) implement remedial actions directed by Buyer to improve Supplier's performance under the Agreement and/or Order.

在任何时候，根据买方合理判断，如果其认为供应商可能出于任何原因，无能力继续履行任何协议或订单（包括但不限于供应商的财务状况、资产负债表或信用或类似评级发生任何重大变化），则买方可要求供应商提供其继续履约的能力、想法和意图的充分书面保证文件，供应商应按要求提供此文件。买方将说明其关注事项的性质，供应商将向买方提供买方关注事项所需的文件、财务数据或其他信息，包括但不限于经审计的财务报表（包括月度损益表、资产负债表和现金流量表、银行对账单、应付账款账龄分析表、按零件编号划分的盈利能力，（包括资本/生产率改进能力））。此外，如果供应商认为其可能无法支付到期债务，或者供应商的财务状况、资产负债表、信用或类似评级发生重大变化，则供应商将立即通知买方。如果任何一方或双方对供应商继续履约的能力有疑虑，双方可进行协调，以确保买方要求根据订单连续接收货物和/或服务。在特殊情况下，供应商将协助买方，并补偿买方以下情况产生相关的费用：将订单转移至另一个供应商，买方承担货物和/或服务本身的生产、保护生产货物和/或服务所需的工具和其他设备，以及采取其他合理措施，确保按照买方要求的规格连续生产货物和/或服务。买方还有权要求供应商做出以下两点：（i）从供应商的控制方或担保方（如适用）处获得担保，以及（ii）采取买方指示的补救措施，以提高供应商在协议和/或订单项下的绩效。

### **36. SETOFF**

#### **抵消**

Buyer and Buyer's Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under any Order or any other transaction with Buyer or Buyer's Affiliates.

因供应商履行任何订单、与买方或买方的关联公司发生任何其他交易，而产生的所有应付或可能应付给供应商的款项，买方和买方的关联公司有权对该款项进行扣留、扣除和/或抵消操作。

### **37. GOVERNING LAW AND FORUM**

#### **适用法律和法庭**

- 37.1. The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of New York, USA without regard to conflicts of law principles, except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of an Order in the appropriate court in Connecticut, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of State or other applicable government authority as agent for receiving service of process. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of the Agreement and/or Order.

本协议和任何订单应根据其条款的简明英语含义进行解释，并且，该解释应受美国纽约州现行法律的管辖，不考虑法律冲突原则，除非 1980 年 4 月 11 日签署的《联合国国际货物销售合同公约》（经修订至今）不适用。买方可在康涅狄格州相应的法院提交与订单相关或由订单引起的任何诉讼或索赔程序，但没有义务这样做，供应商在此不可撤销地同意任何此类法院的属人管辖权和审判地，并在此指定相关的州务卿或其他适用的政府机构作为

接收传票的代理人。如果因主权或其他原因而使供应商或其任何财产有权免于接受法律诉讼，供应商特此弃权并同意，在因本协议和/或订单提起的任何法律诉讼程序中，不请求此类豁免权。

- 37.2. Any action or claim by Supplier with respect hereto shall also be brought in Connecticut, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in Connecticut.

如果买方选择在康涅狄格州进行诉讼或索赔，供应商就本协议提出的任何诉讼或索赔程序也应在此地进行。因此，供应商应书面通知买方任何此类预期的诉讼或索赔，包括预期的诉讼地点，并且，在收到诉讼或索赔后 30 天内，如果买方做出上述选择，则供应商不得在此类管辖权之外的地区开始此类诉讼或索赔。如果买方和供应商双方均同意参与替代性纠纷解决机制，供应商同意替代性纠纷解决机制将在康涅狄格州进行。

## 38. DISPUTE RESOLUTION

### 争议解决

- 38.1. Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under the Order, such Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, executives of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.

除非下文另有规定，否则，在一方发起与订单纠纷相关的正式法律程序之前，该方必须向另一方提供解决纠纷的书面请求。在收到该书面请求后的 5 个日历日内，双方应各自指定一名代表，该代表将负责本着诚信原则协商解决纠纷。在收到请求后的 30 个日历日内，如果双方代表未能达成一致，则在收到该书面请求后的 60 个日历日内，各方高管应尝试解决该问题。

- 38.2. Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

任何一方均可做出以下行为：(i) 在任何时候诉诸正式法律程序，寻求衡平法上的救济，以及 (ii) 提起诉讼，以避免任何适用的时效期限到期，或相对于其他债权人保持优势地位。

- 38.3. The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth herein.

本协议规定的纠纷解决程序不会取代本协议明确规定的任何终止权利，亦不会延迟或影响该终止权利的履行。

## 39. SUPPLIER DIVERSITY

### 供应商多样性

For work performed in the United States under Orders placed by U.S. Buyers, Supplier shall exercise reasonable commercial efforts to use Diverse Business Enterprises

“DBEs”), as such term is more particularly defined at the Collins Supplier Site. The overall target (i.e., dollar value, percentage of purchases, etc.) for purchases made from DBEs may be set forth in the Order.

对于根据美国买方的订单在美国完成的工作，供应商应尽合理的商业努力使用多元化商业企业（下称“DBE”），该术语在 Collins 供应商网站更具体定义。根据 DBE 进行的采购的总体目标（即，美元价值、采购百分比等）可能会在订单中列出。

#### **40. NEWS RELEASES, PUBLICITY AND OTHER DISCLOSURES**

##### **新闻发布、宣传和其他披露**

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to the Agreement or Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or Order, or make use of Buyer's name or logo without the prior written consent of Buyer.

未经买方事先书面同意，供应商不得发布或授权发布任何与协议或订单或买方与供应商之间关系相关的新闻、广告或其他披露，不得否认或确认协议或订单的存在，或使用买方的名称或标志。

#### **41. DELAYS**

##### **延迟**

Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

每当订单的及时履行出现实际延迟或威胁延迟时，供应商应立即书面通知买方任何预期延迟的可能时间，并采取和支付所有活动，以减轻任何此类延迟的潜在影响。

#### **42. REMEDIES**

##### **补救措施**

Supplier shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Supplier's acts or omissions under the Agreement and/or Order. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

供应商应承担买方因供应商在协议和/或订单下的作为或不作为而产生的相关成本、费用和损害赔偿。除非本协议明确规定，本协议规定的权利和救济是累积的，是对双方在法律或衡平法上可能拥有的任何其他权利或救济的补充。

#### **43. PARTIAL INVALIDITY**

##### **部分无效**

If in any instance any provision of the Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as

possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

如果在任何情况下，本协议或订单的任何规定被任何有管辖权的法院或仲裁庭根据任何适用法律判定为无效或不可执行，则该规定仅在该禁止或不可执行的范围内无效。除非遵守本条款不能再保持本协议或订单的目的，否则其余规定应按照其条款生效。在适用法律允许的范围内，宣布无效或不可执行的规定应视为重新表述，以尽可能反映该规定的含义和本质，而不使该修订规定无效或不可执行。

#### **44. SURVIVAL**

##### **存续**

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Agreement or Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of the Agreement or any Order.

本协议或订单项下的所有权利、义务和责任，根据其性质或其明确条款，在本协议或订单到期或终止后继续有效，包括但不限于担保、赔偿、知识产权（包括知识产权和专有信息的权利和保护），产品支持义务在协议或任何订单到期或终止后继续存续。

#### **45. NO WAIVER**

##### **非弃权**

No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude, or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude, or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

任何一方未能行使本协议或订单项下的任何权利，或未能要求遵守本协议或订单，或知晓过去的履行与本协议或订单不符，均不构成该方放弃其在本协议项下的权利。任何一方在任何时候给予另一方的任何让步、宽容或弃权均不应视为对任何权利的让步、宽容或弃权（除非且仅在书面明确规定的范围内），也不应阻止该方将来在类似情况下行使任何权利。

#### **46. RELATIONSHIP OF THE PARTIES**

##### **双方关系**

The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

供应商和买方之间的关系将是独立承包商的关系，而不是委托人和代理人的关系，也不是法律合作伙伴的关系。任何一方均不得将自己代表为另一方的代理人或法律伙伴，也不得采取任何可能的行动而导致其他人认为其有权代表另一方约束或做出承诺。

## 47. CAPTIONS

### 标题

The captions, headings, section numbers, and table of contents appearing in the Agreement and Order have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of the Agreement or Order, or any provision thereof.

本协议和订单中出现的标题、小标题、章节号和目录的插入仅为方便起见，仅供参考，并不以任何方式定义、限制或扩大协议或订单或其任何规定的范围或含义。

## 48. INTERPRETATION

### 解释

These Terms and Conditions and any Agreement and/or Order shall be construed as if drafted jointly by the Parties and no provision in these Terms and Conditions, any Agreement and/or the Order shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.

此类条款和条件以及任何协议和/或订单应解释为由双方共同起草，并且，由于该规定由该方或该方的法律代表起草，因此此类条款和条件、任何协议和/或订单中的任何规定均不应解释为有利于或不利于任何一方。

## 49. ORDER OF PRECEDENCE

### 优先顺序

- 49.1. The order of precedence provision in an Agreement, if any, shall prevail over this Section.  
协议中的优先顺序规定（如有）应优先于本节。
- 49.2. In the event of any conflict or inconsistency between the provisions applicable to the Order and these Terms and Conditions, such conflict or inconsistency shall be resolved by giving precedence to the provision in the following order of priority:  
如果适用于订单的规定与此类条款和条件之间存在任何冲突或不一致，则应按照以下优先顺序优先考虑该规定来解决此类冲突或不一致：
  - 49.2.1. any written, non-preprinted express terms contained in any Order;  
任何订单中包含的任何书面的、非预印的明示条款；
  - 49.2.2. any Buyer-issued Specifications and work statements incorporated by Buyer in any Order;  
买方在任何订单中纳入的买方发布的规格和工作说明；
  - 49.2.3. the terms of any Program Specific Documents incorporated into the Order;  
订单中包含的任何项目特定文件的条款；
  - 49.2.4. these Terms and Conditions; and  
此类条款和条件； 和
  - 49.2.5. pre-printed terms and conditions on Buyer's Orders and terms incorporated in the Order not described in the Subsections above.  
订单上的预印条款和条件以及买方订单中包含的未在上述子条款中说明的条款。

Notwithstanding the above sub-Sections, for Orders issued under contracts between Buyer and the U.S.Government or subcontracts at any tier under U.S.Government contracts, the Parties agree that in the event of any conflict or inconsistency between the

provisions applicable to the Order and the provisions of the “Flowdown Updates” and “Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts” incorporated by reference pursuant to the Section of these Terms and Conditions entitled, “Orders Under U.S. Government Contracts” (collectively, the “USG Provisions and Clauses”) the USG Provisions and Clauses shall control.

尽管有上述子条款的规定，对于根据买方与美国政府之间的合同或根据美国政府合同任何层级的分包合同发出的订单，双方同意，如果订单适用规定与“流程更新”和“美国政府合同项下的美国政府规定和条款流程”（根据“美国政府合同项下订单”条款和条件一节通过引用纳入）之间存在任何冲突或不一致，则以美国政府规定和条款为准。

- 49.3. Supplier shall promptly and duly execute and deliver to Buyer such further documents and take such further actions as Buyer may from time-to-time reasonably request in order to effectively carry out the intent and purpose of the Agreement and/or Order.

供应商应及时签署并向买方交付买方可能不时合理要求的进一步文件，并采取进一步行动，以有效实现本协议和/或订单的意图和目的。

## 50. Language 语言

This Agreement is written in both Chinese and English; both parties hereby acknowledge and agree that if there is any conflict or inconsistency between the English version and the Chinese version of this agreement, the English version of this agreement shall always prevail, and neither party shall take any action that may lead to any inconsistency with the foregoing.

本协议以中文和英文书写；双方特此承认并同意，如果本协议的英文版本与中文版本之间存在任何冲突或不一致，则始终以本协议的英文版本为准，任何一方均不得采取任何可能导致与本协议不一致的行为。

## **ATTACHMENT A**

### **附录 A**

#### **Additional Insurance Coverage Requirements**

#### **附加保险范围要求**

In addition to the insurance requirements set forth in the Section of these Terms and Conditions entitled "Insurance", Supplier shall secure, maintain and require its subcontractors to maintain, the following additional insurance coverages and limits relevant to Supplier's performance of the Order:

除了此类条款和条件中标题为“保险”的章节中规定的保险要求之外，供应商应确保、维持并要求其分包商维持以下与供应商履行订单相关的额外保险范围和限额：

#### **General Liability Coverage and Limits:**

##### **一般责任范围和限额:**

If Supplier is providing asbestos abatement/removal, armed security services, demolition work, fire/sprinkler installation, general construction, excavation work, plumbing work (new installation, re-work, building wide systems) electrical work (new installation, rework, building wide systems), supplier must maintain Commercial General Liability insurance in the minimum amount of \$10,000,000.

如果供应商提供石棉消除/清除、武装保安服务、拆除工程、消防/洒水装置安装、一般施工、挖掘工程、管道工程（新安装、返工、建筑范围系统）和电气工程（新安装、返工、建筑范围系统），供应商必须维持最低金额为10,000,000美元的商业一般责任保险。

#### **Automobile Liability Coverage and Limits:**

##### **汽车责任范围和限额:**

If Supplier is operating motor vehicles in performance of the Order, Supplier must maintain the following coverage and limits:

如果供应商在履行订单的过程中驾驶机动车辆，供应商必须维持以下保险范围和限额：

Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.

私人客车：每次事故 1,000,000 美元，包括所有自有、非自有和租用的车辆。

Commercial<sup>i</sup> Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.

商用<sup>ii</sup>车辆：每次事故 5,000,000 美元，包括所有自有、非自有和租用的车辆。

#### **Professional Liability Coverage and Limits:**

##### **专业责任范围和限额:**

If Supplier is providing any computer software (other than standard, off the shelf, non-customized software), computer coding or algorithms, or information technology services and/or non-commercial communications products and services or technology products and services, Supplier must maintain Technology Errors & Omissions Liability Insurance in the minimum amount of \$10,000,000.

如果供应商提供任何计算机软件（非标准、现成、非定制软件）、计算机编码或算法、或信息技

术服务和/或非商业通信产品和服务或技术产品和服务，供应商必须保持最低金额为 10,000,000 美元的技术错误和遗漏责任保险。

If Supplier will process or store Collins Information, including Buyer Personal Information, in its possession through an arrangement to externally host data, or Supplier is responsible for managing or having access to Buyer's network, Supplier must maintain Network Security and Privacy Liability Insurance, as part of a Professional Liability (E&O) Insurance policy or as stand-alone "Cyber Coverage", in the minimum amount of \$10,000,000.

如果供应商将通过外部托管数据的安排处理或存储其拥有的 Collins 信息，包括买方个人信息，或者供应商负责管理或访问买方的网络，供应商必须维持网络安全和隐私责任保险，作为专业责任（E&O）保险政策的一部分或作为独立的“网络保险”，最低金额为 10,000,000 美元。

If the Supplier is providing architect and engineering services, including, but not limited, to designs and/or structural calculations, the Supplier must maintain Architects & Engineers Professional Liability Insurance in the minimum amount of \$5,000,000.

如果供应商提供建筑师和工程服务，包括但不限于设计和/或结构计算，供应商必须维持最低金额为 5,000,000 美元的建筑师和工程师职业责任保险。

If the Supplier is providing consulting services, media services and/or other professional services, Supplier must maintain Professional Liability (Errors and Omissions) Insurance in the minimum amount of \$1,000,000.

如果供应商提供咨询服务、媒体服务和/或其他专业服务，供应商必须保持最低金额为 1,000,000 美元的专业责任（错误和遗漏）保险。

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the Agreement and coverage shall be maintained for a period of 3 years after expiration or termination of the Agreement and any Order.

对于索赔保单，追溯保险日期不得晚于本协议的生效日期，且保险应在本协议和任何订单到期或终止后保持 3 年。

#### **Aviation Liability, Completed Operations Liability Coverage and Limits:**

##### **航空责任、已完成运营责任范围和限额:**

If Supplier will use an aircraft in performance of any Order, Supplier must maintain Hull All Risks Insurance in an amount not less than fair market value of the aircraft, including Hull War and Allied Perils.

如果供应商将使用飞机履行任何订单，供应商必须投保船舶一切险，保险金额不低于飞机的公平市场价值，包括船舶战争和相关风险。

For manned aircraft used for test flight purposes when (i) Supplier will pilot the aircraft, (ii) the test flight path will be over unpopulated areas and (iii) there will be no Buyer personnel onboard, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$5,000,000 per occurrence.

对于用于试飞目的的人工驾驶飞机，当（i）供应商将驾驶飞机，（ii）试飞路线将在无人区域上空，以及（iii）机上没有买方人员时，供应商必须维持航空责任，包括最低限额为每次 5,000,000 美元的战争险责任（AVN52）。

For manned aircraft used for test flight purposes when Supplier is chartering or leasing an aircraft (piloted by Supplier) (i) with 10 seats (or its equivalent if seats are removed) or less, or a test flight

with Buyer personnel on-board, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$50,000,000 per occurrence; (ii) with 11-15 seats (or its equivalent if seats are removed) on the aircraft, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$100,000,000 per occurrence; or (iii) with 16 or more seats (or its equivalent if seats are removed) on the aircraft, or any wide body, or specialty jet aircraft, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$200,000,000 per occurrence. Such coverage must be world-wide and not have a per passenger sublimit when passengers are onboard.

对于用于试飞目的的人工驾驶飞机，当供应商包租或租赁一架（由供应商驾驶）（i）10 个座位（或同等座位，如果取消座位）或更少的飞机时，或在买方人员在机上的情况下进行试飞时，供应商必须承担航空责任，包括战争险责任（AVN52），每次事故的最低限额为 50,000,000 美元；

（ii）飞机上有 11-15 个座位（或相当于取消座位的座位），供应商必须承担航空责任，包括战争险责任（AVN52），每次事故的最低限额为 100,000,000 美元；或（iii）飞机上有 16 个或 16 个以上座位（或同等座位，如果去掉座位），或任何宽体飞机或特种喷气式飞机，供应商必须维持航空责任，包括最低限额为每次事故 200,000,000 美元的战争险责任（AVN52）。这种覆盖范围必须是全球范围的，并且当乘客登机时，没有各乘客限制。

If the Supplier will use a Drone / UAV / UAS in performance of any Order, Supplier must maintain Aviation Liability with a minimum limit of \$2,000,000 if 55 lbs. or less; or \$5,000,000 if over 55 lbs. 如果供应商将使用无人驾驶飞机/ UAV/UAS 履行任何订单，如小于等于 55 磅，供应商必须维持最低限额为 2,000,000 美元的航空责任；如超过 55 磅，则为 5,000,000 美元的航空责任。

Such insurance coverage shall remain in effect for 2 years after the expiration or termination of the Agreement and any Order.

该保险范围应在本协议和任何订单到期或终止后 2 年内保持有效。

### **Hangarkeepers Legal Liability Insurance Coverage and Limits:**

#### **Hangarkeepers 法律责任保险范围和限额:**

If Supplier will have a Buyer aircraft (or an aircraft for which Buyer is responsible) stored, maintained, repaired, and/or refueled on Supplier's premises/hangar; and/or Supplier will have care, custody and control of the aircraft for any reason, Supplier must maintain Hangarkeepers Legal Liability Insurance in the minimum amount of \$50,000,000 per aircraft/per occurrence.<sup>iii</sup>

如果供应商在供应商的场所/机库对买方飞机（或买方负责的飞机）进行存放、维护、修理和/或加油；和/或供应商将出于任何原因照管、保管和控制飞机，供应商必须为每架飞机/每起事故购买最低金额为 50,000,000 美元的 Hangarkeepers 法律责任保险。<sup>iv</sup>

Such insurance shall remain in effect for 2 years after the expiration or the termination of the Agreement and any Order.

该保险应在本协议和任何订单到期或终止后 2 年内保持有效。

### **Aircraft Products Liability Coverage and Limits:**

#### **飞机产品责任范围和限额:**

In performance of any Order, if Supplier will be (i) providing original or spare component parts for any aviation product, including, but not limited to, commercial or military jet engines, or missiles; (ii) providing service to an aircraft (e.g., helicopters, missiles, spacecraft, satellites, launch vehicles); or (iii) supplying products for an aircraft, including ground support or control equipment, spare parts for aircraft, or repair services for aircraft, the Supplier must maintain Aircraft Products

Liability and Completed Operations Insurance in the minimum amount of \$50,000,000 per occurrence for: (A) product, component parts, and materials which are classified as Flight Safety Parts, or its equivalent, or having Critical Characteristics, or its equivalent, in accordance with the current revision of ASQR and/or any documents referenced therein and are critical to the successful take-off, landing, or flight of an aircraft; and (B) the propulsion, telemetry or guidance of a missile, or satellite, or detection used in a radar.

在履行任何订单时，如果供应商将（i）为任何航空产品提供原始或备用零部件，包括但不限于商用或军用喷气发动机或导弹；（ii）向航空器（如直升机、导弹、航天器、卫星、运载火箭）提供服务；或（iii）为飞机提供产品，包括地面支持或控制设备、飞机备件或飞机维修服务，供应商必须保持飞机产品责任险和完整操作险，每次最低金额为 50,000,000 美元，用于：（A）根据 ASQR 和/或其中引用的任何文件的当前版本，归类为飞行安全零件或其等效物，或具有关键特性或其等效物的产品、零部件和材料，它们对飞机的成功起飞、着陆或飞行至关重要；和（B）导弹或卫星的推进、遥测或制导，或雷达中使用的检测。

Such insurance coverage shall remain in effect for 2 years after the expiration or termination of the Agreement and any Order.

该保险范围应在本协议和任何订单到期或终止后 2 年内保持有效。

### **All Risk Property Insurance / Builder's Risk Coverage and Limits:**

#### **一切险财产保险/建筑商的风险范围和限额:**

If Supplier will have custody and control (via a bailment agreement or similar agreement) over any Buyer or Buyer's Customer owned equipment or materials, for which it has risk of loss, Supplier must maintain All Risk Property Insurance, including extended coverage for flood and earthquake, for all equipment and materials in Supplier's custody and control used in performance of the Order against loss or damage resulting from any insurable causes. The policy must include business interruption and terrorism coverage, with replacement cost value at 100%. In the case of third party storage facilities or warehouses, the limit of insurance shall be in the minimum amount of \$5,000,000. Notwithstanding the foregoing, minimum All Risk Property Insurance limits for third party logistics services shall be set forth in the applicable Order.

如果供应商将保管和控制（通过委托协议或类似协议）任何买方或买方客户拥有的设备或材料，且存在损失风险，供应商必须为供应商保管和控制的所有设备和材料购买所有风险财产保险，包括洪水和地震的扩展保险，以防止因任何可保原因导致的损失或损坏。该政策必须包括业务中断和恐怖袭击保险，重置成本价值为 100%。如果是第三方储存设施或仓库，保险限额最低应为 5,000,000 美元。尽管有上述规定，第三方物流服务的最低一切险财产保险限额应在适用的订单中规定。

If the Order requires Supplier to insure the property while the buildings or structures are being constructed, Supplier must maintain All Risk Builder's Risk Property Insurance, upon the entire project, including work and materials, for the full replacement cost at the time of loss. This insurance shall include as "named insureds," the owner of the property and Buyer, and as "additional insureds," the engineer and suppliers at any tier. The policy shall provide All Risk coverage to insure against direct risk of physical loss or damage including, but not limited to: terrorism; flood or other water damage; earthquake or other earth movement; property in transit; off-site temporary storage; damage resulting from defective design, faulty workmanship, or materials; or delay in start-up (soft cost), business interruption; boiler and machinery; delay in opening; and testing (both hot & cold).

如果订单要求供应商在建筑或结构施工期间对财产进行保险，供应商必须为整个项目（包括工程和材料）购买所有风险建筑商的风险财产保险，在发生损失时支付全部重置成本。该保险应包括

作为“指定投保人”的财产所有人和买方，以及作为“附加投保人”的任何级别的工程师和供应商。该保单应提供所有风险范围，以保障人身损失或损害的直接风险，包括但不限于：恐怖主义；洪水或其他水害；地震或其他地球运动；在途财产；场外临时储存；由有缺陷的设计、有缺陷的工艺或材料造成的损坏；或者延迟启动（软成本），业务中断；锅炉和机械；开业延迟；和测试（热和冷）。

**Crane and Riggers Legal Liability or Installation Floater Coverage and Limits:**  
**起重机和索具的法律责任或安装浮动装置的保险和限额:**

If, in performance of the Order, Supplier is operating a crane, or using rigging materials or equipment to lift, move and set in place property of Buyer, Supplier must maintain Crane / Riggers Liability Insurance (via an inland marine policy or by attaching a riggers liability endorsement to the Commercial General Liability policy that modifies or deletes the “care, custody or control” exclusion) for 100% replacement cost value of the asset / equipment being lifted at any one time in the minimum amount of \$1,000,000.

在履行订单的过程中，如果供应商正在操作起重机，或使用索具材料或设备来提升、移动和放置买方的财产，供应商必须保持起重机/索具责任保险（通过内陆海运保单或通过商业一般责任保单上附加索具责任背书，修改或删除“照管、保管或控制”除外责任），每次提升的资产/设备的 100% 重置成本价值，最低金额为 1,000,000 美元。

If, in performance of the Order, Supplier will be installing, fabricating, or erecting project materials for Buyer, an Installation Floater is required (via an inland marine or property insurance policy) for 100% replacement cost value of the property (materials, supplies, machinery, fixtures and equipment) during the transport and until the installation work is completed and is accepted by Buyer.

如果在履行订单的过程中，供应商将为买方安装、制造或架设项目材料，则在运输过程中以及安装工作完成并被买方接受之前，需要一个安装浮动装置（通过内陆海运或财产保险单）来支付财产（材料、供应品、机械、固定装置和设备）的 100% 重置成本。

Note: The Installation Floater may be used to satisfy the Crane / Riggers Liability Insurance requirement should such Installation Floater be broad enough to cover both rigging and installation risks.

注：如果安装浮动装置足够广泛，可以覆盖索具和安装风险，则安装浮动装置可用于满足起重机/索具责任保险要求。

**Marine Transit Insurance:**  
**海运保险:**

If, in performance of the Order, Supplier will be shipping product and risk of loss passes to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point, Supplier must maintain adequate insurance pursuant to any Supply Chain/Logistics Corporate Wide Agreement in the minimum amount of \$250,000 per conveyance. Such insurance shall insure shipments by all modes of transportation until delivery and acceptance by Buyer.

如果在履行订单的过程中，供应商将运输产品，并且在买方设施或第三方直运点收到货物时将损失风险转移给买方，供应商必须根据任何供应链/物流公司范围的协议保持足够的保险，每次运输的最低金额为 250,000 美元。此类保险应对所有运输方式的货物进行保险，直至交付并被买方接受。

**Contractors Pollution Liability or Environmental Impairment Liability Coverage and Limits:**  
**承包商污染责任或环境损害责任范围和限额:**

If Supplier is producing hazardous waste emissions during manufacturing, performing environmental services, waste depository services and/or performing construction related services, including but not limited to excavation, demolition/site work, concrete contracting services, drilling (or any subsurface work), interior/exterior renovation projects and/or asbestos abatement contractors, Supplier must maintain Contractors Pollution Liability coverage or an Environmental Impairment Liability insurance coverage in the minimum amount of \$5,000,000.

如果供应商在制造、执行环境服务、废物存放服务和/或执行施工相关服务期间产生有害废物排放, 包括但不限于挖掘、拆除/现场工作、混凝土承包服务、钻井(或任何地下工作)、内部/外部翻新项目和/或石棉消除承包商, 供应商必须维持承包商污染责任保险或环境损害责任保险, 最低金额为 5,000,000 美元。

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the Agreement or Order and coverage shall be maintained for a period of 3 years after expiration or termination of the Agreement and any Order.

对于索赔保单, 追溯保险日期不得晚于本协议或订单的生效日期, 且保险应在本协议和任何订单到期或终止后保持 3 年。

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<sup>i</sup> Commercial means all vehicles, other than passenger vehicles (e.g., box trucks, food trucks, work vans, and service utility trucks).

<sup>ii</sup> 商用车是指除客车以外的所有车辆(例如, 箱式卡车、食品卡车、工作货车和多用途卡车)。

<sup>iii</sup> In-Flight Hangarkeepers Legal Liability Insurance is required when Supplier will have care, custody, and control of the aircraft while in-flight.

<sup>iv</sup> 当供应商将在飞行中照管、保管和控制飞机时, 需要飞行 Hangarkeepers 法律责任保险。