

TERMS AND CONDITIONS FOR PURCHASE ORDER OF HUASU

华苏采购订购单条款和条件

1. TERMS AND CONDITIONS OF ACCEPTANCE.

1. 接受的条款和条件

The entity and/or person accepting this Purchase Order ("PO") or providing any goods, services, licenses or documentation ("Product") on this PO ("Seller"), agrees to be bound to the exact terms specified herein, and that this PO constitutes a binding contract between Seller and the entity receiving any Product ("Purchaser"). Purchaser, its parent, subsidiary, successor and affiliated entities, and its parent's subsidiary and affiliated entities, in whole or in part ("Purchaser Group"), hereby objects to and rejects any additional or modified terms proposed by Seller on which this sale would be rejected and any such proposed terms shall be deemed void.

实体和/或接受此采购订购单（“订单”）的个人或者在此采购订购单中（“卖家”）提供任何货物、服务、许可或文件（“产品”）同意本条款和条件规定的确切的条款，且此采购订购单构成了卖方和接收产品的实体（“买方”）之间具有约束力的合同。买方、其母公司、子公司、继任公司和附属实体，以及它的母公司的子公司和附属实体，全部或部分，（“买方集团”）在此反对和拒绝任何卖方提出的额外或修改的条款，否则，该销售将会被拒绝并且任何此类提议的条款将被视为无效。

2. PRICES AND TERMS OF PAYMENT.

2. 价格和付款条件

The prices and terms of payment stated in this PO shall apply to all Products provided hereunder. Purchaser shall have no obligation to honor invoices for Product at any increased price unless such increase has been accepted by Purchaser in writing. No charges of any kind shall be allowed unless specifically agreed to by Purchaser by written document executed by authorized representatives of Purchaser. All payments are conditional upon acceptance by Purchaser of the Product delivered under this PO. In addition, if Purchaser furnishes Seller satisfactory written evidence of a legitimate lower price by a recognized manufacturer for Product of like quantity and quality on substantially similar terms and conditions, Seller may (a) agree to meet such lower price for the relevant time period, or (b) release Purchaser from this PO, or (c) permit Purchaser to purchase from such other source and the quantity so purchased by Purchaser shall be deducted from the quantity covered by this PO.

本采购订购单规定的价格和付款条件对本采购单下提供的所有产品均适用。买方没有义务为任何加价的产品支付其加价，除非此类增加被买方书面接受。不允许增加任何形式的费用，除非由买方授权代表签字的书面文件特别地同意。根据此采购订购单，对卖方所有的付款均取决于买方对交付的产品的验收。此外，如果买方知道某一认可制造商生产所卖的产品以相似的数量和质量和在实质上以相似的条款和条件提供合法的低价，买方可以把该书面证据给卖方，卖方可以（a）在相关时期匹配该低价或（b）将买方从此采购订购单中解除或（c）允许买方从其他卖方处购买并且买方从他方购买的数量应从此采购订购单中扣除。

3. CONFORMITY AND QUANTITY OF PRODUCT.

3. 一致性和产品质量

All Product delivered pursuant to this PO shall conform strictly to Seller's documentation and samples and Purchaser's description and specifications, and shall be of the highest grade and quality unless otherwise specified. There shall be no substitutions of Product, or shipments of anything other than the exact quantity specified in this PO. If Product received does not conform to Product ordered, is damaged in transport, is in quantities different from the amounts specified, or is defective in material, quality or workmanship, Purchaser may reject the Product in whole or in part, require repair, replacement, return, pick up, removal and /or transport (all at Purchaser's sole option) at Seller's sole expense upon notice, and obtain credit, replacement and/or refund at Purchaser's sole election from Seller.

除非另有规定，根据此采购订购单交付的所有产品应严格符合卖方的文件和样品以及买方的描述和规格，并且应该为最高等级和质量。除了本采购订购单中规定的具体的数量，产品或发运的任何东西均不可替换。如果所收到的产品与所定的不一致，在运输过程中损坏，与规定的数量不一致或者材料、质量或工艺出现缺陷，买方可部分或全部拒绝、要求维修、替换、退货、捡起、移除和/或运输（全凭买方自行选择）（卖方收到通知后自费用），买方可从卖方处取得信贷、替换和/或退款。

4. WARRANTY.

4. 保证条款

By accepting this PO, Seller warrants that the Product furnished hereunder will be in strict conformity with Purchaser's description, samples and specifications; will be of merchantable quality; and be free of claims of third parties. Seller agrees that all warranties hereunder shall survive acceptance of the Product by Purchaser and shall continue for eighteen (18) months from the date when Purchaser approved the final invoice of Seller (unless otherwise stated with a longer warranty term). Seller agrees to defend, indemnify and hold harmless Purchaser Group against all liability loss and damage, including without limitation, reasonable attorney's fees, sustained by Purchaser by reason of breach of any warranty, whether or not be reason of negligent acts or omissions of Purchaser arising out of this PO. Such indemnity is in addition to other remedies afforded to Purchaser under this PO or by law. Purchaser may withhold 10% of amount due until order is completely filled and accepted by Purchaser.

通过接受此采购订购单，卖方保证本采购订购单下供应的产品将严格符合买方的描述、样品和规格、将是可销售的品质以及将免于第三方的索赔。卖方同意本采购单下的所有保证条款在买方验收产品后继续有效并且在买方批准卖方的终结发票起 18 个月内继续有效（除非特别注明更长的保证期限）。卖方同意维护、保护和使采购集团免于所有责任损失和损坏，包括并不局限于，不论是否因为买方由此采购订购单产生的过失或疏忽。除了其他救济方法，此类保证根据本采购订购单或法律给予买方。买方可扣留卖方到期金额的 10% 直到订单完全被买方验收。

5. If Seller fails to meet the delivery schedule set out in this PO, Purchaser may cancel all or any part of this PO without liability of any kind.

5. 如果卖方未能满足本采购单陈述的交货时间表，买方可全部或部分取消本采购单而不用承担任何责任。

6. CASH DISCOUNT.

6. 现金折扣

The Cash Discount period, if any, begins when the proper Product or invoice is received. Purchaser will benefit from any general reduction in Seller's prices prior to delivery and shall not be charged higher prices than Seller's other similar customers.

If price is omitted on the PO, it is agreed that Seller's price will be the last quoted, or the lowest prevailing market price on the date accepted, if lower. The price set forth herein is not subject to escalation unless an escalation formula is expressly provided for in the typewritten terms.

现金折扣期限，如果有的话，始于合格产品或发票收到之日。在交货前，买方可从卖方价格中普遍降低中受益；与卖方其他相似的客户相比，卖方不应向买方收取更高的费用。如果采购订购单中遗漏了价格，双方同意卖方最后一次报价为准的或者以接受日最低的现行市价为准，如果有更低的话。本采购订购单上的价格不受价格的浮动，除非价格浮动公式用打字条款明确地提供。

7. RISK OF LOSS. Title and risk of loss with respect to the goods shall remain in Seller until such goods are delivered to, inspected and accepted by a knowledgeable representative of Purchaser. Purchaser assumes no responsibility for orders placed by employees outside of the Purchase Department, or for any materials delivered without a PO Number.

7. 损失风险

与货物有关的所有权和损失的风险仍然在卖方，直到此类货物交付给买方、由买方专业人员检查和验收。买方对其员工在采购部门外的订单或者没有采购订购单编号却已交付的任何材料不承担任何责任。

8. ASSIGNMENT; SETOFF. No right or obligation under this PO shall be assigned by Seller without the prior written consent of Purchaser. Purchaser may assign this PO and any license, title or rights thereunder to any entity within Purchaser Group without charge and without notice to Seller. Purchaser may set off any amounts due Seller under this PO from amounts properly due Purchaser Group from Seller, its parent, subsidiary, successor and affiliated entities, and its parent's subsidiary and affiliated entities ("Seller Group").

8. 转让抵消

未获得买方的事先书面同意，卖方不可转让本采购订购单下的任何权利或义务。买方可免费转让本采购订购单以及采购订购单下的任何所有权或权利给买方集团内的任何实体并且无需通知卖方。在此采购订购单下，买方可将任何卖方到期金额，从卖方、其母公司、子公司、继任公司和附属实体以及母公司的子公司和附属实体（“卖方集团”）应付给买方集团的到期金额中抵消。

9. CHANGES. Purchaser may at any time by written notice make changes to this PO. If any such change affects delivery time or purchase price, Seller shall immediately notify Purchaser and negotiate an equitable adjustment. If Seller has not asserted any claim for an adjustment within thirty (30) days from the date of notification of a change, Seller's right to an adjustment shall be waived. Nothing herein excuses Seller from proceeding with the PO as changed. MSDS data sheets, labeling, warning and training shall be provided by Seller.

9. 变更

买方可在任何时候以书面通知的形式变更此采购订购单。如果此类变更影响到交货时间或购买价格，卖方应立即通知买方并协商做出公平调整。如果卖方从通知变更之日起三十天内没有对声称要求调整，那么卖方将被视为放弃调整的权利。卖方不免除继续履行变更的采购订购单。卖方应提供物料安全数据表、标签、警告和培训给买方。

10. CANCELLATION. Purchaser may cancel this PO for any or no reason, in whole or in part, by written notice to Seller. In no event shall Purchaser be liable for Seller's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Purchaser's delivery schedule.

10. 取消

买方因任何理由或无任何理由可全部或部分地通过书面通知给卖方来取消此采购订购单。在任何情况下，买方不对卖方的承诺或超额生产安排或提前时间以满足买方的交货时间表负责。

11. COMPLIANCE WITH LAWS.

11. 遵守的法律

Seller warrants and agrees with Purchaser that Seller and its Group shall take all necessary steps to cause its personnel, or the personnel of its Affiliates engaged in the performance of this Agreement, to abide by international standards of business conduct and ethics, and Chinese and United States laws where applicable. Seller agrees that neither it nor any member of the Seller Group will offer, pay, promise or authorize to pay any money, gift or anything of value (i) directly or indirectly to a Public Official (as defined below), or (ii) directly or indirectly to any Person while knowing or suspecting that the payment or gift will be passed on to a Public Official, or (iii) directly or indirectly to or for the benefit of Purchaser Group or any Purchaser representative, all with the intent of causing the recipient to misuse his or its position to obtain or retain business or to secure any improper advantage.

卖方保证并同意买方，卖方和它的集团应采取一切必要的措施使他人的人员或附属公司的人员参与到本协议的履行之中、遵守国际商业行为准则和伦理以及中国和美国的适用法律。

卖方同意它或任何卖方集团成员均不提供、给予、许诺或授权支付任何金钱、礼物或任何有价之物 (i) 直接或间接地给公务人员 (定义如下) 或 (ii) 直接或间接地给任何人，当他知道或认为金钱或礼物将会转到公务人员手中，或 (iii) 直接或间接地为了买方集团利益或购买代表，意图使接收者滥用他或他的职位以便获得生意或从中获得任何不正当益。

In addition, Seller shall take all necessary steps to prevent any member of the Seller Group, from accepting any payment or gift of money, or anything of value, paid by a third party for the purpose of improperly influencing any act or decision of such member. As used in this paragraph, the term "Public Official" shall mean any employee or officer of a government of a country, including any national, provincial, regional or local department or agency thereof, any enterprise owned or controlled by a government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, or any candidate for political office.

For the avoidance of doubt, at all times Seller and Purchaser shall act in strict conformance with the requirements of the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, *et seq.*) of the United States.

此外，卖方应采取一些必要的措施防止卖方集团成员接受任何第三方的现金或礼金，或任何有价之物，以防止不正当影响该成员的行为或决策。用于本段落的术语“公务人员”应指一个国家的政府雇员或官员，包括任何国家、省级、区域或当地部门或机构的雇员或官员，任何政府拥有的或控制的企业、任何政党的官员、任何公共国际组织的官员或雇员、代理官方权利的任何人或代表此类实体的人或任何政治处候选人。为免生疑问，卖方和买方始终应严格遵守《美国 1977 年反国外行贿法规》的要求（15 U.S.C. §§ 78dd-1, 以及下列等等）。

The Seller is not designated, or owned or controlled by anyone who is designated, on the U.S. List of Specially Designated Nationals and Blocked Persons (the SDN List), and is not located, organized, or resident in a country or territory that is, or whose government currently is, the target of U.S. sanctions, which are as of the date of this agreement Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine. The Seller shall promptly notify the Buyer if it becomes sanctioned or if it becomes directly or indirectly owned or controlled by any person who is (a) an SDN, or (b) located, organized, or resident in a sanctioned destination.

卖方不是由《美国特别指定国民名单》（SDN 名单）中的任何人/实体所有、控制或指定，亦不位于或成立于被美国制裁的政府所控制的国家或地区（截至本协议之日，上述被限制的国家或地区为古巴、伊朗、朝鲜、叙利亚、乌克兰的克里米亚地区）。若卖方被美国制裁，或被直接/间接被位于 SDN 名单上的任何人/实体控制，或直接/间接被位于或成立于被美国制裁的政府所控制的国家或地区的任何人/实体控制，卖方应立即通知买方。

12. Waiver of Sovereign Immunity.

12. 放弃主权豁免

Each Party acknowledges and agrees that the activities contemplated by this Agreement are commercial in nature rather than governmental or public.

To the extent that any Party (including the assignees of its rights or obligations under this Agreement) or its shareholders or its ultimate parent company or an entity acting on behalf of such Party may be entitled, in any jurisdiction, to claim for such Party or its revenues, assets or properties, sovereign immunity from: (a) service of process, (b) suit, (c) the jurisdiction of any court or arbitral tribunal, (d) attachment prior to judgment, (e) attachment in aid of execution or enforcement of an arbitral award or judgment (interlocutory or final) or (f) any other legal process, and to the extent that in any such jurisdiction there may be attributed such a sovereign immunity (whether claimed or not), such Party on its own behalf and on behalf of such shareholders, assignees, ultimate parent company or any other Person that may claim such sovereign immunity on behalf of such Party, hereby irrevocably agrees not to claim, and hereby irrevocably waives, such sovereign immunity, solely as it relates to any dispute hereunder.

各方承认并同意本协议的活动是商业性质的而非政府或公共性质的。

在这个意义上，任何一方（包括此协议项下权利或义务的受让人）或他的股东或他的终属母公司或代理该方的实体，在任何司法管辖权，可有权要求该方或他的收入、资产或财产主权豁免权通过：（a）传票送达，（b）诉讼，（c）任何法院或仲裁法庭的司法权，（d）审判前扣押财产，（e）扣押财产为了支持执行或实施仲裁书或判决（中间或终审）或（f）其他诉讼程序并且在这个意义上，这样的管辖权中，此主权豁免（不论是否声称），该方代表自己和代表他的股东或他的终属母公司或任何声称改变该方的主权豁免的其他人，在此不可撤销地同意不宣称和在此不可撤销地放弃此主权豁免权，仅当它与本采购订单的纠纷相关。

13. NO LIENS.

13. 无扣押权

In accepting this PO, Seller (a) represents and warrants that it has complied, and will continue to comply, with all applicable provisions of federal, state and local laws and regulations, including those from which liability may accrue to Purchaser from any violation thereof. Seller shall defend, indemnify and hold harmless Purchaser against all liens, claims of liens or any security interest which may attach to Product or property owned, controlled or leased by Purchaser arising out of acts or omissions contemplated by this PO, and without regard to acts, omissions or the negligence of Purchaser Group.

在接受此采购订单时，卖方（a）代表和保证其已经遵守并将继续遵守联邦、州和当地法律法规的所有适用条款，包括其违反所有适用条款可能归咎于买方而应负的责任。卖方应保护、赔偿和使买方免受所有依附于产品或买方持有的、控制的或租赁的不动产的任何扣押、留置权主张或担保，其源于本协议作为或不作为，并且不考虑买方集团的作为或不作为或疏忽。

14. GOVERNING LAW AND DISPUTE RESOLUTION.

14. 适用法律和争议解决

This Agreement shall be governed by the laws of the People's Republic of China without referring to its conflict of laws principles. Parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled through friendly consultations between Seller and Purchaser. In the event that no settlement is reached, then such dispute, controversy or claim shall be submitted to the competent court of the domicile of the Purchaser.

本协议适用中华人民共和国法律，但不考虑其冲突法规则。各方同意排除适用《联合国国际货物销售合同公约》。凡因本协议引起或与本协议有关的任何争议、争端或索偿，包括与本协议的存在、效力或终止有关的任何问题，买方和卖方应通过友好协商解决。协商不成的，则该争议、争端或索偿应提交买方所在地有权法院诉讼解决。

15. DELAY FOR NON-PERFORMANCE. If the delivery from the Seller is overdue, the Seller will be penalized by 0.2% of the value of the Goods each day. If the late delivery lasts more than 15 days, the penalty will be doubled to 0.4% of the value of the Goods each day. The total amount of the penalty will be no more than 5% of the value of the Goods. However, each party shall be absolved from its obligations hereunder if its performance is delayed by reason of Acts of God, fire, explosion, war, riots, strikes, labor disputes, embargo or governmental laws, orders or regulations, or (in the case of Purchaser's obligations only) if Purchaser determines that its need for the Product to be supplied hereunder is reduced or eliminated by reasons of any of the foregoing causes or economic conditions.

15. 延迟履行。卖方逾期交货的，按每日千分之二交纳违约金（15 日后乙方按责罚的 2 倍向甲方支付赔款），最高不超过总额的百分之五。因不可抗力因素如火灾、爆炸、战争、暴乱、罢工、劳动纠纷、禁令或政府法律、命令或规定或（如为买方责任）买方因上述原因或经济条件限制减少或取消该定单项下产品的供应，买卖双方应免除义务不能履行之责任。

16. INDEMNIFICATION. Seller shall defend, hold harmless and indemnify Purchaser, and its respective affiliates, officers, directors, employees, agents and invitees ("Indemnities") from and against all claims, suits and damages of any kind (including legal fees and other expenses incident hereof) whether groundless or not, on account of infringement of any patent, trademark, copyright, trade secret or antitrust violation, or personal injury and death in favor of Indemnities, or with respect to infringement, in favor of third parties which may be alleged to have occurred in connection with Indemnities' performance or provision of Product under this PO, whether or not due to the sole, joint or concurrent negligence and/or gross negligence of Indemnities, in whole or in part, and whether or not the claim arises in tort, contract, breach of regulation or statute, environmental or otherwise. Seller assumes all risk of damage or injury to property or equipment Seller owns or controls.

16. 赔偿。不管有无充分之理由，卖方应保护买方及各自相关方、人员、董事、雇员、代理及受邀方（受偿方）免受任何索赔、诉讼及损失（包括法律费用及本条款提及之其他事件之费用）。对任何侵犯专利权、商标权、著作权、商业机密或反托拉斯法，或人员伤亡赔偿条款以及第三方宣称该定单项下有关赔偿条款之违反，无论单项或多项过失和或重大过失，无论情节轻重，无论根据侵权法、合同法或商标法、环境法或其他相关法律法规提起之诉由，卖方都应自行承担财产或自有或自控设备损失之全部风险。

17. INSURANCE Seller shall carry, and shall either cause its subcontractors to carry or to provide access to, insurance for Workers' Compensation, Employer's Liability, Commercial General Liability (including Products & Completed Operations and Sudden & Accidental Pollution), Watercraft and Aircraft Liability (if same are used in providing Deliverables), and Automobile Liability Insurance (including "Any auto"), each with minimum limits of \$10,000,000 per occurrence and in the aggregate (which can be accomplished in conjunction with an umbrella insurance policy); provided that minimum amounts of Workers' Compensation shall be set forth in applicable law. Seller shall also carry or provide access to Pollution Liability insurance as required by environmental laws and/or regulations. Additionally, Seller shall provide All Risks Property insurance with limits equal to the full value of the Deliverables and associated equipment during fabrication / construction and final delivery to Purchaser. Seller shall supply Purchaser with certificates or policies of such insurance prior to entry upon premises of Purchaser. Purchaser shall be named as an additional insured, except for Workers' Compensation and Employers' Liability, and subrogation shall be waived on all insurance. All insurance of Seller and subcontractors shall be primary. Seller shall waive subrogation with respect to all deductibles and no self-insured retention shall exceed \$100,000 without written approval of Purchaser. Seller shall cause its and its subcontractors' insurers to provide Purchaser with thirty (30) days' written notice of cancellation or material change. In the event Seller or any of its subcontractors fail to procure or maintain in force the insurance specified herein, Purchaser may secure such insurance and the cost thereof shall be borne by Seller. Purchaser confirms to Seller that Purchaser maintains insurance in the same amounts as required of Seller. The insurance required under the Standard Terms and Conditions shall not be a limitation on Seller's liability under this Agreement, nor shall it be limited by any other section of this contract.

17. 保险。卖方应自行承担或督促其分包商承担劳动赔偿、雇主责任、商业综合责任（包括产品&完工责任及突发&意外污染事件）、船运及空运责任（若采取船运及空运形式供应可交付成品）以及汽运责任（包括任何车型）等保险费用，每项险情最低限额为一千万美元，同最高额度（连同伞式责任保险）；劳动赔偿之最低额度应根据相关法律确定。根据有关环境之法律法规，卖方应同时承担污染责任保险费用。此外，卖方应承担与可交付成品、相关制造设备及最终交付成品同等价值之综合财产保险，并于成品进入买方之前向其提供保单。除劳动赔偿及雇主责任，买方应被提为附加受保人，不接受所有保险之债权转移。以卖方及其分包商之保险为主。若免赔额及非自保留款项超过十万美元且无买方书面批准，卖方应将其予以废除。卖方应督促其保险公司或其分包商保险公司向买方开立为 30 天之撤保通知或物料变更通知。若卖方或其任一分包商未能及时投保或保持该合同项下保单效力，买方应予以支持并向卖方确认根据其要求投保同等额度，由此产生之费用应由卖方承担。标准条款规定之投保金额不受该合同项下任一条款之约束，且不对卖方于该合同项下之责任产生约束。

18. TAXES AND CUSTOMS. Seller shall bear and pay any and all liabilities or Claims for any income taxes, property taxes, stamp taxes, document taxes, value added taxes, sales taxes, excise taxes, surtaxes, surcharges or any other taxes or governmental charges which any governmental authority having jurisdiction over the Agreement or the relevant Delivery Point may impose, assess or levy against Seller or any member of Seller and its group on account of or resulting from the execution or performance of this Agreement by Purchaser or the Seller and its affiliates engaged in providing the Goods.

18. 税收和关税。卖方应承担所有所得税、财产税、印花税、单据税、增值税、营业税、消费税、附加税或其他政府税收，以及相关交货地可能向卖方履行合同义务或卖方相关方供货过程中收取之费用。

Seller further agrees to make all reports and take all other actions legally required to satisfy tax, accounting and reporting requirements of any governmental authority having jurisdiction over this Agreement, the relevant Delivery Point or the performance of the Seller and its Affiliates engaged in providing the Services under this Agreement. All compensation and payments due to Seller hereunder are stated inclusive of any and all value added tax, sales tax or similar tax which may be levied on such compensation or payments. Any such tax, if imposed by any governmental authority having jurisdiction over this Agreement or the relevant Delivery Point, shall be paid by Seller, and Purchaser shall have no obligation to pay any such taxes. Seller shall remit these taxes collected to the appropriate taxing authorities. Seller shall furnish Purchaser, upon request, all receipts for all taxes and governmental charges so paid. Seller shall defend and indemnify Purchaser against those liabilities or claims for taxes which are obligations of Seller and its Affiliates engaged in providing the Goods and are assessed by and paid to any governmental authority by Purchaser in connection with the operations of the Seller and such Affiliates under this Agreement. Such indemnification shall include interest and penalties if the interest and penalties are assessed and paid as a result of the acts or omissions of the Seller or such Affiliates. Seller shall issue proper invoices to the Purchaser regarding the sales of product or services and separately state any taxes that apply pursuant to the prevailing PRC tax laws and regulations.

卖方应根据对本合同、相关交货地或卖方及其合同项下相关方有司法权之政府机关有关税收、核算及报告之要求依法进行报告及其他活动。卖方应付之所有赔偿和付款包括可能据此产生之增值税、营业税或相关税等一种或所有税种。若税费由对本合同或相关交货地有司法权之政府机构征收，则由买方承担，买方无付税义务。卖方应将相关税费交至相应税收机构，并根据买方要求提供所有税收及政府收费收据。对于卖方及其相关供货方之付税责任，卖方应保护买方不承担付税义务，买方代替卖方及其相关方据本合同于向政府机关缴纳之税款，包括由买方及其相关方行为或疏忽产生之利息及罚款，应由卖方对其进行偿还。卖方应向买方开具有关产品或服务的正式发票，并单独地声明任何税费均是根据现行

中国税收法规征收的。

19. LIMITATION ON DAMAGES: IN NO CASE SHALL PURCHASER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNATIVE, EXEMPLARY, LOST PROFIT OR INCIDENTAL DAMAGES, WHETHER IN TORT, CONTRACT OR ANY OTHER CAUSE OF ACTION OR CLAIM ARISING OUT OF THIS PO OR PRODUCTS DESCRIBED BY THIS PO.

19. 损害赔偿限制：无论根据侵权法、合同法或据此定单提起之其他诉由，买方均不承担直接或间接、假定、惩戒性的、实际之利益损失或附带损失之责任。

20. No terms or conditions, other than those stated above, and no agreement or understanding in any way modifying or waiving the above, shall be effective unless chopped by the Purchaser or signed by an authorized person of Purchaser. Course of performance shall not modify this agreement. Any provision herein which is invalid shall be severed herefrom in order to give effect to the remainder of this Agreement.

20. 除另有规定，上述任何条款之修改或废除必须由买方盖章或指定代理人签名确认，否则一律无效。为本合同其他条款之顺利履行，本合同项下任何无效之条款应予以废除。

21. WRITTEN AGREEMENT

21. 书面协议

If a valid written Purchase Agreement (e.g. "Purchase Agreement" or "Project Purchase Agreement") covering the contents of the purchase order has been signed between the Purchaser and the Seller, and the terms and conditions of the agreement conflict with the terms and conditions of the Purchaser's purchase order or the terms and conditions of this purchase sales, the terms and conditions of the written purchase agreement shall prevail.

如买方和卖方之间已签署涵盖采购订购单内容有效的书面采购协议（例如：《购销合同》、《工程项目采购合同》等），而该协议的条款和条件与买方的采购订购单条款和或本采购销售条款和条件有抵触时，应以该书面采购协议的条款和条件为准。