



采购通用条款

1. 适用范围与接受

本《采购通用条款》（“通用条款”）构成 Elemaster 上海（“Elemaster”或“买方”）向供货方（“供货方”或“卖方”）购买任何材料货物而签发的每一笔订单（“本订单”）的实质性不可缺少的组成部分，非因订单特别约定排除适用本条款，所有条款均合法、有效、对订单双方均有约束力。卖方一旦接受本订单则视为其接受通用条款所有内容。卖方同意按照本订单和通用条款所列明的方式向 Elemaster 提供、生产、组装、采购、测试和/或出售产品和/或服务（“产品”），并且 Elemaster 同意向卖方购买该等产品。如任何项目描述、文件、报价、接受订单、确认、发票或卖方的其他文件所包含的内容与本订单和通用条款发生冲突、不一致或含有额外的条款，则以本订单和通用条款的效力为准，且 Elemaster 不接受所有该等有冲突的、不一致的或额外的条款，故不发生效力。卖方签署确认本订单，或卖方交付产品（定义如上），或卖方接受产品的付款均视为卖方最终确认接受通用条款。Elemaster 和卖方同意，Elemaster 关联公司向卖方的所有采购均适用通用条款，但双方后续签署书面协议明确并具体进行修订的除外。

2. 订单

卖方应在收到订单后 7（七）日内书面确认接受订单，但不得对订单做任何修改或保留，订单即合同在买方收到卖方的确认和承诺时生效。
未经买方书面同意对买方订单做出任何修改或变更的，该等修改或变更无效。
供货开始前合理时间内，买方有权提前通知卖方修改订单。

3. 订单价格、发票和付款

订单价格不得变更。未经买方书面确认，对于约定的价格不得进行任何调整或修改。每一产品的购买价格均包含所有运费。订单中的价格包含所有包装、装盒、装箱、特殊处理、运费和运到指定目的地等所有费用。
所有价格为含税价，卖方应将货物交付至买方指定地点，承担履行交货义务产生的所有费用包括上述费用和任何其他履行订单产生的其他费用，但双方另有约定的除外。所有买方承担的税费应当在卖方的发票中专项列明。
就每一次产品运输，卖方应当在运输当天或之后向买方开具发票。每张发票应当包含如下信息：买方的订单编号、买方的产品编号、交付产品的描述、数量和单价。每次运输的货物的购买总价应当在买方收到卖方出具的该批货运的发票之日起 60（六十）天内支付，但前提条件是买方认为货物完全符合本订单条款的全部约定。
未经双方事先书面同意，应当支付给卖方的款项不得转让给第三方。

4. 包装和运输

除非买方在订单中提出特殊包装要求，卖方应根据货物特征提供充分适当包装，包装应当足以保护货物免受天气损害、腐蚀、装卸意外、运输或存储意外、震动、冲击等。任何情况下，卖方应始终按照良好的商业惯例为货物提供充分恰当的包装，并做好标记，确保货物完整无损地运至指定目的地。
卖方应在所有包装箱上标记操作或运输提示，对运输需要特殊注意的货物，应明确注明应采取的措施。卖方应当在每件包装上标记运单信息、订单号、运输日期、发货人和收货人姓名和地址。
卖方应当承担因包装标记不良导致货物受损或由此产生的任何额外费用。
每次交货时，应同时提供货物的技术文件和检测证书，以及符合现行法律法规要求的运单，运单应当载明明确标识订单、所运货物数量和类型以及收件人的信息。
货物短缺、错发货物、发货不全、货物明显受损的，买方有权拒绝收货，由此产生的任何费用根据下文第 5 条约定由卖方承担。

5. 交货条款、验收和拒收货物

卖方的运输应当严格符合本通用条款的约定、订单条款及其附件约定、符合卖方要求和技术规格和现行法律法规的规定。交付给买方的所有产品应当由买方进行进货检验和测试。买方在合理的工作时间内有权进入卖方的场所对任一产品进行预检，有权查验货物的技术特征、数量及质量指标等。买方也可在买方终端客户参与下进行该等查验。对于买方认为存在缺陷、不符或超出订单数量或未能按时交付的产品，买方有权拒绝接受。买方应向卖方发送拒收货物的书面通知。
如果交付的产品不符合约定或存在缺陷，买方有权在交货日起 30（三十）日内要求换货，卖方应当尽快运送符合约定的产品，费用由卖方自行承担，或提供并交付替代的产品，该等替代产品经买方书面确认是可以接受的。除其他权利外，买方还有权向卖方就产品收取开箱费、检测费、重新装箱费和重新运输费用等各项费用。如卖方未能提供符合约定的产品，卖方应当向买方支付因其从其他渠道获取替代产品所产生的全部损失。如买方收到的产品的缺陷或不符合约定在初步检测中不是显而易见的，则买方有权在发现该等缺陷或瑕疵之日起 30（三十）日内要求换货，并要求支付赔偿金。
交货数量或质量不符合约定的，卖方应当在收到拒收通知之日起 7（七）日内自付费用取回被拒收的货物，并同时交付符合约定的货物。卖方逾期未提取拒收货物并更换货物的，买方有权将不合格货物退回卖方，由此产生的全部费用由买方承担。
本订单的任何条款不免除卖方自行进行测试、检查和质量控制的义务。对任何产品的付款并不视为接受该等产品。本条款不限制买方获得卖方产品保证的权利。除非另有约定，交付应当在指定目的地完成，且所有权按照下述第 6 条规定转移至买方。

6. 所有权和灭失的风险

除非双方另有书面约定，买方在其所在地或其他约定地点接受货物时货物所有权转移给买方。卖方所做的任何所有权保留条款均无效。卖方应当承担产品运输至买方的运费，包括保险。不影响第 5 条的效力，在买方最终接受产品之前，卖方承担所有订购的产品及所有进行中的工作、材料或其他与订单相关的项目的灭失风险或损害风险。

7. 质量保证

卖方特此承诺，所有本订单项下提供的产品符合全部的规范和适当的标准，是全新的，在重大方面或工艺上无缺陷。卖方承诺所有产品符合该等产品在外包装、标签或广告上的描述，并且所有商品被适当地包装、包裹、标注和标记。卖方承诺所提供的产品是适于销售的，安全的，并就该等商品或服务而言其正常使用符合其适当之用途。如卖方知晓或有理由知悉买方将产品用于特定用途的，卖方承诺该等产品应当适合该等特定用途。卖方承诺其提供的产品在各方面与样品保持一致。对产品的检验、测试、接受或使用不影响卖方在本条承诺项下的义务，且该等承诺在检验、测试、接受或使用时始终有效。卖方的承诺适用于买方、买方的继承人、受让人和客户、以及从买方购买该等产品的用户。

GENERAL PURCHASING TERMS AND CONDITIONS

1. SCOPE OF APPLICABILITY & ACCEPTANCE

These General Purchasing Terms and Conditions (the “Terms and Conditions”) constitute an integral and substantive part of every purchase order (the “Order”) for any type of materials or goods (the “Products”) issued by ELEMMASTER SHANGHAI (“Elemaster” or the “Buyer”) to a supplier (the “Supplier” or “Seller”), and they are valid, effective, and in force unless indicated otherwise in such Order. Acceptance of the Order by the Seller constitutes acceptance of all of the terms and conditions stated herein. The Supplier agrees to provide, manufacture, assemble, procure, test, and/or sell to Elemaster, and Elemaster agrees to purchase from the Supplier, the Products in the manner specified in the Order and in the present Terms and Conditions. To the extent that any project description, document, quotation, order acceptance, confirmation, invoice or other document of the Seller contain conflicting, differing or additional terms from the Order and from the Terms and Conditions, the latter shall prevail and all such conflicting, differing or additional terms shall be considered rejected by Elemaster and shall have no effect. Seller’s acknowledgement in writing of the Order, or Seller’s delivery of Products (as defined herein) or acceptance of payment for Products shall conclusively affirm Seller’s acceptance of the Terms and Conditions. Elemaster and Seller agree that all purchases by Elemaster’s affiliates from Seller shall be subject to the present Terms and Conditions, unless expressly and specifically amended in a subsequent writing signed by both parties.

2. ORDERS

The Order comes into effect, i.e. a contract is concluded, when the Buyer receives the Seller’s confirmation and acceptance of it without modifications or reservations, with such written confirmation and acceptance to be given within seven (7) days of receipt of the Order.
Unless expressly approved in writing by the Buyer, any differences or modifications set forth in the order confirmation as compared with the wording of the Order will not be considered valid.
The Buyer reserves the right to modify its Order with reasonable notice prior to commencement of the supply.

3. PRICES, INVOICING AND PAYMENT

The prices set forth in the Order are fixed. No modification or adjustment of the stated price may be made without the signed written agreement of Elemaster. The purchase price for each of the Products shall be inclusive of all transportation costs. The prices stated in the Order include all charges for packaging, boxing, crating, special handling, and freight and costs to the specified destination.
Unless different terms and conditions are agreed upon between the parties, supply is to be made at the prices including the applicable tax and to the place the Buyer instructs, including the above-mentioned costs and any other costs associated with execution of the Order. Any taxes to be paid by the Buyer shall be separately stated on the Seller’s invoice.

The Seller shall invoice the Buyer for each shipment of Products on or after the date of that shipment. Each invoice shall contain: Buyer’s Order number, the Buyer’s product number, a destination of the Products delivered, quantities and unit prices. The total purchase price for each shipment shall be due and payable within 60 (sixty) days after the Buyer receives the Seller’s invoice with respect to that shipment and under the precondition that the Buyer having accepted the supply without reservation in accordance with the terms and procedures set forth in the Order.
In the absence of prior written agreement between the parties, the monies to be paid to the Seller in exchange for the supply may not be assigned to third parties.

4. PACKAGING AND DELIVERIES

Unless the Buyer requests special packaging in the Order, the Seller must supply the Products in suitable packaging, taking into account the nature of the Products and taking all necessary measures to protect the Products against weather, corrosion, loading and unloading accidents, transport or storage conditions, vibrations, shocks, etc. In any event, the Products must be packaged and labeled in a way that is consistent with good commercial practice and sufficient to ensure that they are delivered intact to the specified destination.
The Supplier must mark all parcels and containers with instructions for handling or shipping and clearly identify the items that require special care, indicating the precautions to be taken. The Seller must label every parcel and container with shipping information, Order number, shipping date, and name and address of the sender and the recipient.
The Seller is solely responsible for any damage to the Products and for extra expenses attributable to insufficient packaging and labelling.
Each shipment and delivery must be accompanied by the required technical documentation and testing certificates, as well as by a shipping document that complies with current regulations and contains the information necessary to clearly identify the Order, the number and type of the Products contained in it, and the recipient.
At the Seller’s expense and in accordance with the procedure set forth in Article 5, below, the Buyer has the right to reject parcels and packaging sent with missing, erroneous, incomplete, or clearly damaged data.

5. TERMS OF DELIVERY, INSPECTION AND REFUSAL OF THE PRODUCTS

The Seller’s shipments must be carried out in accordance with the highest standards and in strict conformity with these Terms and Conditions, the terms of the Order and its attachments, the requirements and technical specifications of the Supplier and the laws and regulations in effect. All deliveries of Products to the Buyer shall be subject to incoming inspection and testing by the Buyer. The Buyer reserves the right to pre-inspect any of the Products at the Seller’s facility during reasonable business hours to verify the technical, qualitative and quantitative characteristics of the supply, etc. Such verifications may also be performed in the presence of the Buyer’s end customer.
The Buyer may refuse acceptance of any Products which, in the Buyer’s judgment, are defective, non-conforming or in excess of ordered quantities or delivered outside of the on-time window. The Seller must be given written notice of non-acceptance of the Products.
If delivered Products are non-conforming or defective the Buyer reserves the right to demand the replacement of the Products within 30 (thirty) days from the delivery date and the Seller shall both ship conforming Products on an expedited basis at Seller’s expense, or offer and deliver a substitute Product which has been accepted in writing by the Buyer in its sole discretion. In addition to the Buyer’s other rights, the Buyer may charge the Seller all expenses of unpacking, examining, repacking and reshipping such Products. If the Seller fails to provide conforming Products, the Seller will pay all costs incurred by the Buyer to obtain substitute Products from alternative sources. In the event the Buyer receives Products whose defects or non-conformities are not apparent on initial inspection, the Buyer reserves the right to require replacement of the Products within 30 (thirty) days from the discovery of the defects or non-conformities, as well as payment of damages.
Products that are found to be non-conforming, in terms of either quality or quantity, and not accepted by the Buyer must be taken back by the Supplier at its sole responsibility and expense within 7 (seven) days of receipt of non-acceptance and be immediately replaced with conforming Products. Upon expiry of the aforementioned deadline, the Products will be returned by the Buyer to the Seller at the latter’s expense. Nothing contained in the Order shall relieve the Seller in any way from the obligation of conducting its own testing, inspection and quality control. Payment for any Products shall not be deemed a Buyer’s acceptance thereof. Nothing contained in this paragraph shall limit the Buyer’s rights under the Seller’s warranties for the Products. Unless otherwise agreed, delivery shall be at the designated point of destination and title shall pass to the Buyer according to the following article 6.

6. TITLE AND RISK OF LOSS

Unless agreed otherwise between the parties in writing, transfer of title takes place upon acceptance of the Products by the Buyer at the Buyer’s facility or other agreed destination. Any clause of the Seller providing for retention of title will be deemed void. The Seller shall bear the expense of transporting the Products to the Buyer, including insurance. Without prejudice to article 5 of the present Terms and Conditions, the Seller assumes all risks of loss or damage to all Products ordered and all work in progress, materials, and other items related to the Order until the same are finally accepted by the Buyer.

7. WARRANTY

The Seller expressly warrants that all Products furnished under the Order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. The Seller warrants that all the Products will conform to any statements made on the containers or labels or advertisements for such Products, and that any goods will be adequately contained, packaged, marked, and labelled. The Seller warrants that all Products furnished hereunder will be merchantable and will be safe and appropriate for the purposes for which goods or services of that kind are normally used. If the Seller knows or has reason to know the particular purpose for which the Buyer intends to use the Products, Seller warrants that such Products will be fit for such particular purpose. The Seller warrants that Products furnished will conform in all respects to samples. Inspection, test, acceptance or use of the Products furnished hereunder shall not affect the Seller’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. The Seller’s warranty shall run to the Buyer, its successors, assigns and customers, and users of products sold by the Buyer.

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除非双方另有书面约定，卖方明示承诺交付给买方的货物自交货日起二十四（24）个月内，应没有任何瑕疵或缺陷，符合订单约定的技术规格和要求，货物可以随时正常使用。

质保期内买方发现任何不合格货物或货物发生故障的，买方应当书面通知卖方，卖方应自付费后立即更换或修复货物。货物在质保期内被更换、修理或改造的，自更换、修理或改造之日起，卖方应对所更换、修理或改造的货物另行提供二十四（24）个月的质保期。

若卖方没有更换、修理或改造缺陷或故障货物的，买方有权自行决定：**a)** 自行或委托第三方实施更换、修理或改造，由此产生的任何费用应由卖方承担；或者**b)** 退回货物并要求卖方全额退款，且有权要求卖方赔偿买方的其他损失。

卖方承诺买方于通用条款做出的保证不包含法律或卖方明示做出的其他保证，不包含其他适用于相关采购的保证，无论明示或默示。该等承诺在检验、测试、接受或买方付款后始终有效。

如果接受不符合要求的货物，不代表放弃该等承诺。

如果买方、买方客户或者有关部门，因为产品瑕疵而导致的缺陷或故障决定从市场上召回任一货物，卖方应当赔偿买方因此遭受的任何损失，包括名誉损失和买方为此支付的任何费用。

卖方向买方承诺，因卖方违反订单约定导致买方遭受的全部损失和费用应当由卖方全额赔偿，包括因卖方违约导致买方对买方客户构成违约而导致买方遭受的全部损失和费用。

卖方承诺应向知名保险公司购买产品责任保险，并在买方要求时，向买方提供该等保险文件。

8. 商标

买方有权要求卖方在产品上粘贴一个或多个买方的商标或商业名称（“商标”）。该等商标应当严格按照买方的指示和标准，并应当事先取得买方的同意。卖方认可该商标所包含的商业价值，并确认商标及其包含的所有权利仅属于买方。本订单不视为授予卖方任何许可，或向卖方转让任何商标所包含或所产生的权利、所有权和/或权益。商标是，且应当始终是，买方独有的财产，并且卖方在任何时候均不会因此获得任何权益。

9. 知识产权和工业产权

卖方保证其所供货物不得以任何方式侵犯任何专利、许可、工业模型或设计、著作权，或其他第三方知识产权和工业产权。

卖方保证其有权使用、生产和销售货物，买方也将有权使用并转售该货物。

卖方同意若买方受到第三方索赔或被诉侵犯第三方知识产权或工业产权时，卖方应当赔偿买方应对该等索赔要求或诉讼所支付的全部费用，且赔偿买方因该等索赔或诉讼直接或间接遭受的全部损害、损失或利润受损。

10. 保密

一方从另一方获悉的或占有的任何与履行订单相关的所有数据、技术和商务信息、设计、材料、元器件、样品、制程（合称“信息”）均应高度保密。因此，各方及其员工、助理和合作方均应严格保证信息的保密性，禁止向任何第三方披露，禁止用于有效合同履行目的以外的任何其他用途，并在信息披露方要求时立即返还保密信息且不得保留任何信息副本。

11. 解除合同

以下情形下，买方有权全部或部分解除订单：**(a)** 收到卖方订单确认之前和**(b)** 以下任一情形出现时：**(i)** 卖方未能按订单约定交货；**(ii)** 卖方未能履行质保义务；**(iii)** 卖方违反本通用条款条件的约定，且在收到买方的书面改正通知之日起**15**日内未能改正；或**(iv)** 破产、倒闭或其他针对卖方提起的重组程序。

经提前三十（30）天书面通知卖方，买方有权自行取消本订单，无需理由。任何从买方收取的定金和/或预付款应当在上述三十（30）天内退还给买方。卖方不得取消订单。

此外，买方保留要求卖方全部或部分解除订单的权利，且不影响对卖方有证据证明的履行订单发生的合理费用的赔偿。卖方收到买方解除订单要求后，应当立即停止与该订单有关的一切活动，并采取合理措施减少订单解除产生的相应费用。

12. 可分性

本通用条款的一个或多个条款被废除、认定无效或不合法时，仅有这些条款无效，其余所有条款仍有效。

卖方保证应当充分理解本通用条款，遵守与履行订单义务相关的所有法律、法规和政府规定，并保护买方免于承担卖方违法导致的任何责任。供货期间任何时候卖方违反职业健康安全法规和产品安全法规规定时，买方有权因此立即中止履行与卖方的合同。

未经买方事先书面同意，卖方不得将其合同项下的权利义务转让给第三人，也不得委托第三人向买方供货。

13. 验厂权

经合理提前通知卖方，买方有权进入卖方工厂查验卖方履行合同义务进度和供货是否符合合同约定。买方可邀请买方终端客户或其他顾问陪同买方进行该等查验。

买方验厂期间，卖方应当支持买方验厂，确保买方可以查看所有相关文件、记录和信息。

若卖方拒绝买方验厂或查看相关信息，买方有权立即解除合同，且有权要求卖方赔偿买方因此遭受的所有损失。

14. 技术规格和特征

卖方保证货物应当符合采购订单及其附件约定的所有技术特征和技术规格。卖方必须严格遵守采购订单及其附件和卖方的技术文件中的与产品、样品、测试、检验、验证（包括生产过程验证）有关的所有技术要求。买方或卖方变更货物的任何文件时，应进行妥善记录。卖方应当严格遵守中国法律法规规定的与货物生产、包装和交货有关的所有法律法规规定，除非采购订单另有约定，卖方应当保证货物符合相关技术规格和工业生产的最新水平。

买方有权不时地替换或变更标准规范，该等替换或变更在买方不少于**10**个工作日提前通知卖方后即生效。买方和卖方应当根据该等变更或修改善意地协商并调整（适当上调或下调）产品的购买价格，并根据买方标准规范的变更而调整交付时间及卖方的库存。

15. 变更

货物的技术规格、制程、生产场地发生变更的，包括供应链的任何变更，卖方应当立即通知，最近应当在发货之前通知买方，以便获得买方同意实施该等变更。若买方不同意该等变更，买方有权单方解除采购订单，且不承担任何额外费用或其他任何义务。

Unless agreed otherwise in writing between the Parties, the Seller expressly warrants that for a period of 24 (twenty-four) months following delivery, the supply will be free of flaws and defects and conform to the technical specifications and requirements specified in the Order and that the Products supplied to the Buyer will function properly and be capable of immediate use.

During the warranty period, the Buyer must give the Supplier written notice of any defect or malfunctioning in the Products, and the Seller must promptly replace or repair the Products at its sole expense. The Supplier must provide a warranty of an additional 24 (twenty-four) months for any replacement, repair, or correction undertaken during the warranty period.

In the event that the Supplier does not replace or repair the Products or correct a defect or malfunctioning, the Buyer has the right in its sole discretion a) to itself perform or have a third party perform the replacement, repair, or correction and charge the Supplier for the related costs and damages incurred, or b) to return the Products and demand that the Supplier provide a full refund of the price paid, without prejudice to a claim of additional damages suffered.

The Supplier agrees that the warranties provided herein are in addition to any warranties required by law or expressly provided by the Seller and to any other warranties, whether express or implied, that are applicable to the relevant purchase. Such warranties survive any inspection, test, acceptance, or payment by the Buyer.

There is no waiver in the event of acceptance of non-conforming Products.

In the event that the Buyer, its customers, or the competent authorities should decide to recall from the market a supply or a product, which includes the Products, on account of any flaw or malfunctioning attributable to a defect in the Products, the Seller must compensate any damage suffered by the Buyer, including any damage to its reputation, as well as any expenses and/or costs incurred.

The Seller warrants to the Buyer that it will cover all damages and costs that may result from failure to execute the Order and from the consequent inability of the Buyer to meet its obligations to its customers.

The Seller undertakes to obtain product liability insurance from a leading company and to present documentation of same to the Buyer upon request.

8. TRADEMARKS

The Buyer may require the Seller to affix one or more of the Buyer's trademarks or trade names (the "Marks") to the Products. The Marks shall be applied only in accordance with the Buyer's instructions and standards and shall require the prior written approval of the Buyer. The Seller recognizes the value of the goodwill associated with the Marks and acknowledges that the Marks, and all rights therein, belong exclusively to the Buyer. This Order shall not be construed as a grant of a license or an assignment to the Seller of any right, title and/or interest in and to the Marks. The Marks are, and shall remain, the exclusive property of the Buyer and at no time shall the Seller acquire any rights or interests therein.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Supplier warrants that the supplied Products will in no way infringe any patent, license, industrial model or design, copyright, or other third-party intellectual or industrial property right.

The Seller warrants that it has the full right to use, produce, and sell the Products and that the Buyer will have the full right to use and resell such Products.

The Seller agrees to indemnify the Buyer against any claim or action and/or compensation for infringement of third-party intellectual or industrial property rights, to pay all costs incurred by the Buyer in defending such claim or action, and to compensate the Buyer for any damage, loss, or detriment suffered as a direct or indirect consequence of such claim or action.

10. CONFIDENTIALITY

All data, technical and commercial information, designs, materials, components, samples, processes (collectively, the "Information") of one party of which the other party in any way gains knowledge or comes into possession in connection with performance of the contractual relationship associated with the Order are to be kept strictly confidential. Accordingly, each party and its employees, assistants, and collaborators must keep such Information in confidence, refrain from disclosing it to third parties, refrain from using it for purposes other than the subject of the contract in effect between the parties, and, where requested, promptly return it to the disclosing party without keeping any copies.

11. CANCELLATION

The Buyer has the right to cancel either in full or in part, the Order: (a) prior to receiving confirmation of the Order by the Seller and (b) upon the occurrence of one of the following events: (i) the Seller fails to deliver the Products by the dates specified in the Order; (ii) the Supplier fails to honor its warranty obligations; (iii) the Seller is in breach of one of its obligations under these Terms and Conditions and fails to cure such breach within 15 (fifteen) days of receipt of written notice thereof from the Buyer; or (iv) insolvency, bankruptcy, or other composition proceedings are initiated against the Supplier.

The Buyer may cancel this Purchase Order, for its convenience, with or without cause, on thirty (30) days advanced written notice to the Seller. All deposits and/or prepaid fees received from the Buyer, shall be returned to the Buyer within such 30 (thirty) day period. The Seller may not cancel this Order.

In addition, the Buyer reserves the right to request at any time that the Seller cancel the Order, either in full or in part, without prejudice to compensation of the duly documented costs incurred by the Seller in executing the Order. Upon receipt of the request to cancel the Order, the Seller must immediately suspend all activities relating to such Order and take all steps to minimize the costs and losses resulting from cancellation.

12. GENERAL ARRANGEMENTS

In the event that one or more provisions of these Terms and Conditions should be null, ineffective, or invalid, they are to be considered void, and all other provisions remain in full force and effect.

The Seller undertakes to familiarize itself and comply with all laws, regulations, and government decrees concerning its business in connection with fulfillment of the Order and to relieve the Buyer of all liability resulting from any violation of such laws. Failure by the Supplier at any time during execution of the supply to comply with applicable laws concerning occupational health and safety, as well as with the requirements concerning the safety of the Products, constitutes grounds for termination and entitles the Buyer to suspend the contract with immediate effect.

Absent the Buyer's prior written consent, the Order may not be assigned to subcontractors, nor may the supply be entrusted to same.

13. RIGHT OF ACCESS

Subject to reasonable advance notice, the Buyer reserves the right to enter the Supplier's site for the purpose of verifying fulfillment of the contractual obligations and the conformity of the supply. During such inspection visits, the Buyer may be accompanied by the end customer and by any consultants.

During the inspection visit, the Supplier must support the Buyer and ensure access to all relevant documents, records, and information.

In the event that the Supplier refuses to grant access to its site or to relevant information, the Buyer may terminate the contract with immediate effect, without prejudice to compensation of additional damages suffered.

14. TECHNICAL SPECIFICATIONS AND CHARACTERISTICS

The Supplier undertakes to supply the Products described in the Order in conformity with the characteristics specified therein and in its attachments and with the technical specifications. The Supplier must comply with the technical requirements concerning the product, samples, tests, inspections, verifications (including verification of the production process) as specified in the Order and its attachments and in the Supplier's technical documents. Changes to the documents applicable to the supply, either by the Buyer or by the Supplier, must be suitably documented. The Supplier must comply with the legal and regulatory provisions in force in China in which the Products are produced that are applicable to manufacture, packaging, and delivery. Except where indicated otherwise in the Order, the Products must be produced in conformity with the most recent standards for the relevant technical specifications and industrial processes.

From time to time, the Buyer may replace or change Product standards and specifications, with such replacement or change to be effective no less than 10 business days after the the Buyer's advance notice to the Seller. The Buyer and the Seller shall negotiate in good faith and revise the purchase price of the Products upward or downward as appropriate for such modification or change, and adjust the delivery schedule and the Seller's stocked inventory, as a result of any changes to the standards and specifications by the Buyer.

15. CHANGES

In the event of any changes to the technical specifications for the Products, to processes, or to production sites, including any changes in the supply chain, the Supplier must immediately notify the Buyer, at the latest, prior to delivery of the Products, and obtain its approval to implement such changes. In the event that the Buyer does not accept the changes, it may, at its sole discretion, cancel the purchase Order without incurring additional costs, expenses, or obligations of any nature.

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16. 质量管理体系和记录

供货方保证供货方建立了其经营必需的以及其所在行业必需的质量管理体系。该等体系应当定期由有资质的认证机构认证。供货方同意定期要求审计人员验证供货方的相关过程、班次和方法没有违反现行法律法规，审计结果应当正常，满足这些要求后，供货方才能进入买方供应商名录中。

17. 合规

供货方已经，并应当继续遵守所有适用的法律、法规、规章和其他适用本订单交易的政府规定。

18. 职业操守

供货方确认，无论明示或默示接受订单，公司在其网站上（www.elemaster.com）上公布的《职业操守》构成订单完整的实质性组成部分，供货方完全接受该《职业操守》的全部规定，并承诺不得从事任何违反《职业操守》的行为。

19. 适用法律和管辖

订单和本通用条款条件的解释、履行和这些合同以及条款的效力适用中华人民共和国法律解释。因购买货物产生的任何争议提交买方住所地法院管辖。

20. 抵销

针对买方的任何到期或即将到期的付款请求，买方均有权通过其与卖方之间的该次交易或其他任何交易项下所产生的反请求进行抵扣或抵销。

21. 语言

本通用条款条件由中文和英语同时订立，两种语言文本具有同等效力，若有歧义，以英文文本为准。

卖方/供货方明确接受：

（盖章和签字）

16. QUALITY MANAGEMENT SYSTEM AND RECORDS

The Supplier warrants that it is in possession of a quality management system suitable for its business and the sector in which it operates. Such system must be regularly certified by the recognised competent bodies. The Supplier agrees to periodically submit to an audit to verify that the relevant procedures, times, and methodologies do not conflict with laws in force and, where the outcome of the checks is positive, to be included in the Buyer's vendor list.

17. COMPLIANCE WITH APPLICABLE LAWS

The Seller has been, and shall continue to be, in material compliance with the provisions of all applicable laws, rules, regulations and other governmental requirements applicable to the transactions governed by this Order.

18. CODE OF ETHICS

By expressly or tacitly accepting the order, the Supplier acknowledges the rules set forth in the Code of Ethics adopted by the company (available at www.elemaster.com), which form an integral and substantive part of the Order, accepts them in full, and undertakes not to engage in conduct that is contrary to them.

19. GOVERNING LAW AND JURISDICTION

The laws of the People's Republic of China should be applicable to the Order and these Terms and Conditions for the interpretation, performance, and validity of such contracts and these Terms and Conditions. The court where the Buyer has its domicile is the exclusive place of jurisdiction for any and all disputes arising under or related to the contracts for purchase of the Products.

20. SETOFF

All claims for money due or to become due from the Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with the Seller.

21. LANGUAGE

These Terms and Conditions are draft in English and Chinese and both languages version are equally binding, in case of any discrepancy between the two versions, English version shall prevail.

Expressly accepted by

The Seller/Supplier (seal and signature)