

**Texas Instruments Semiconductor  
Manufacturing (Chengdu) Co., Ltd.**

**And**

**Texas Instruments Semiconductor  
Technologies (Shanghai) Co., Ltd.**

**Terms and Conditions of Purchase**

德州仪器半导体

制造（成都）有限公司

及

德州仪器半导体

技术（上海）有限公司

采购条款

**General Provisions**

**一般性条款**

BY ACCEPTING THIS PURCHASE ORDER, AND/OR PERFORMING HEREUNDER SELLER AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH IN THIS DOCUMENT. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND NONE OF SELLER'S TERMS AND CONDITIONS SHALL APPLY UNDER ANY CIRCUMSTANCES. ACCEPTANCE BY TEXAS INSTRUMENTS SEMICONDUCTOR MANUFACTURING (CHENGDU) CO., LTD AND TEXAS INSTRUMENTS SEMICONDUCTOR TECHNOLOGIES (SHANGHAI) CO., LTD (HEREINAFTER CALLED "TI"), OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. SELLER MAY NOT SHIP UNDER RESERVATION.

通过接受本订单和 / 或履行本订单项下的条款，卖方同意完全遵守本文件中规定的采购条件。接受本订单系表明接受本订单条款，且在任何情形下卖方的条款与条件均不得适用。德州仪器（包括德州仪器半导体制造（成都）有限公司及德州仪器半导体技术（上海）有限公司，以下简称“TI”）对本订单下的货物，服务的接受均不代表对卖方条件或条款的接受。卖方发货不得带有其他保留条件。

**1. Modifications 修改**

Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on TI only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized TI representative. 对本订购单的条款与条件的改变、修改、弃权、增补或修正只有当该等改变、修改、弃权、增补或修正系采用书面形式作出、且由正当授权的 TI 代表签字时，才对 TI 有约束力。

**2. Applicable Law 适用法律**

The validity, interpretation and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of the state of Texas, without reference to conflict of law principles. Where not modified by the terms herein, the provisions of Texas' enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) is deemed waived and shall not apply. In the event of any dispute arising hereunder, the parties hereby submit to the jurisdiction of the state and federal courts located in Dallas County, Texas.

本订单条款的效力、解释和履行以及本订单下做出的任何的购买行为均受德克萨斯州法律的管辖且不适用法律冲突原则。在本订购单项下条款未做出修正的情况下，德州颁布的《统一商法典》第 2 条条款应适用于本交易。《联合国国际货物销售合同公约》（维也纳公约）不适用与本订单。就本订购单项下发生的任何争议，双方兹此将该等争议递交予位于德州达拉斯县的州及联邦法院裁定。

**3. Compliance with Law 遵守法律**

Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations. Not only will Seller comply with applicable law, TI expects Seller to promote awareness, understanding, and compliance with the law among Seller's supplier base. If requested by TI, Seller agrees to timely certify compliance with such laws in such forms as TI reasonably may

request.

卖方同意始终遵守所有适用的联邦、州、市及地方法律、命令和规章。TI 希望卖方除自身守法外，还能促进其相关供应商知法、懂法和守法。如果 TI 要求，卖方同意及时以 TI 合理要求的形式及时证明其对该等法律的遵守

#### 4. Ethical Conduct 道德行为

Seller agrees to provide the products and perform the services hereunder with the highest ethical standards. TI expects Seller to select suppliers and partners who engage in ethical practices and to refrain from any activity that results or may result in a conflict of interest, embarrass TI, or harm TI's reputation. Seller will: (i) maintain transparency and accuracy in corporate record keeping and (ii) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property. Seller will not engage in corrupt practices, including public or private bribery or kickbacks.

卖方同意按最高道德标准提供本订单项下的产品，履行其服务。TI 希望卖方选择有道德操守的供应商及合伙人，不从事任何导致（或可能导致）利益冲突、使 TI 处于窘境或损害 TI 声誉的活动。卖方将：（i）维持公司档案记录的透明，准确，并（ii）在处理竞争性数据、专利信息及其它知识财产时守法守信。卖方将不从事腐败行为（包括公共或私人贿赂或回扣）。

#### 5. Supply Chain Responsibility 供应链责任

Seller agrees to comply with applicable TI Supply Chain Responsibility requirements as established in our Supplier Environmental and Social Responsibility Policy and Supplier Code of Conduct. Both are updated periodically and located at <http://wpl.ext.ti.com>. If requested, Seller agrees to complete an annual self-assessment questionnaire with regards to their supply chain responsibility practices and comply with requested audits as required for verification.

卖方同意遵守 TI 《供应商环境与社会政策》及《供应商行为准则》中规定的供应链责任要求。上述文件定期更新，网址是：<http://wpl.ext.ti.com>。若有要求，卖方同意完成与其供应链责任实践有关的年度自我评价，并遵守进行核实所必须的审查要求的年度问卷。

#### 6. Antidiscrimination and Humane Treatment of Workers 反对歧视，善待工人

- (a) Seller will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs.

卖方将根据工作能力而不是个人特征或信仰雇佣工人。

- (b) Seller will assure that products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). Seller will not require workers to remain in employment for any period of time against their will. If Seller provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner.

卖方保证将不通过使用强迫劳动、监禁或契约劳工（包括债役）或违反关于最低年龄 (ILO-C138) 和童工 (ILO-C182) 的国际劳工公约而非法雇佣童工的方式进行产品（包括零部件）生产、制造、采掘或装配。卖方将不以违背工人意愿的方式、在任何期限内让其保持工作。若卖方提供住房及饮食设施，其将保证以安全卫生的方式进行该设施的运营与维护。

- (c) Seller will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions. Seller will pay workers at least the minimum legal wage. Seller will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law. Texas Instruments is an equal opportunity employer and federal contractor or subcontractor. Therefore, to the extent applicable, Seller agrees that it shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

卖方保持工作环境（包括管理工作）安全、健康和公平，保证超时工作不会导致不人道的工作状况。卖方将向工人支付不低于法定最低标准的工资。卖方将保证工人自由决定是否加入其选择的协会，但法律禁止的除外。德州仪器是恪守公平机会原则的雇主和联邦承包商或分包商。因此，在适用的前提下，卖方同意遵守 41 CFR 60-1.4(a)、41 CFR 60-300.5(a) 和 41 CFR 60-741.5(a) 的要求，这些法律通过引用构成本订单的一部分。上述法规禁止因受保护的老兵或残疾人身份而歧视合格者，禁止因种族、肤色、宗教、性别或民族而歧视任何人。另外，这些法规还要求所涉及的总承包商和分包商采取积极措施，以保证在雇佣和升迁时不因种族、肤色、宗教、性别、民族、受保护老兵身份或残疾而予以歧视。卖方还同意，在实用时其将遵守关于联邦劳工法律规定的雇员权利通知的总统行政命令 13496 号（29 CFR 第

## 7. Information Protection: 信息保护:

- (a) Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), publicly announce or otherwise disclose (except to the U.S. Government, when the Purchase Order references a U.S. Government contract or subcontract number), the existence or the terms of this Purchase Order, or release any publicity regarding this Purchase Order. Unless expressly agreed upon in writing by TI, nothing in this Purchase Order shall be construed as granting, conveying or conferring any rights to Seller, either express or implied, (a) in any TI intellectual property or rights; (b) to use TI's trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (c) to use TI as a reference account. This provision shall survive expiration, termination or cancellation of this Purchase Order.

未经对方事先书面同意（但该方不得无理拒绝或拖延该事项），任何一方不得公开宣布或以其它方式披露有关本订单的存在或其条款的信息（但当订单引用美国政府合同或分包合同编号时向美国政府披露的情况除外）或进行有关本订单的宣传。除经过 TI 明确书面同意外，本订单中任何条款不视为明示或暗示卖方给予、让与或授予下列任何权利：（a）有关 TI 知识产权或权益的权利；（b）在市场营销宣传资料、网站、报告、新闻发布或其它媒体形式上使用 TI 的商标、商号、名称或徽标，或将其用于任何产品、服务或推广活动；（c）将 TI 作为参考。在本订单到期、终止或撤销时，本款继续有效。

- (b) Any knowledge or information that Seller may disclose to TI shall not be deemed to be confidential information and shall be acquired by TI free from any restrictions as to use or disclosure thereof, unless TI shall have agreed to accept confidential information from Seller pursuant to a duly executed nondisclosure agreement defining TI's obligations with respect to such information.

卖方向 TI 披露的知识或信息不得被认为是保密信息，TI 可无限制地进行使用或披露，但除了 TI 接受了依据实时执行的保密协议（该协议规定了 TI 关于该保密信息的义务）除外。

- (c) Seller agrees that if it collects, processes and/or uses any information relating to an identified or identifiable natural person ("Personal Data"), it will do so in compliance with all applicable data protection or privacy laws and regulations, and that it will implement, maintain, and continuously control and update, technical, organizational and physical security measures to protect Personal Data as required thereunder, in particular against accidental, unauthorized or unlawful (i) destruction or loss, (ii) alteration and (iii) disclosure or access. Seller will keep all Personal Data confidential and will not, without TI's prior written consent, use Personal Data for purposes other than performing services under this Purchase Order. Seller will not transfer Personal Data to any third party without TI's prior written approval.

卖方同意，在其收集、处理和 / 或使用任何与身份确定（或身份可确定）的自然人有关的信息（个人资料）时，卖方将遵守所有相关的数据保护或隐私法律法规，并将实施、保持和持续控制和更新技术的、组织的和物理的安全措施，以保护其取得的上述个人资料，（特别是）使其不受下列偶然的、未经授权的或非法的行为的损害：（i）损毁或丢失，（ii）更改，（iii）泄露或访问。卖方将对所有个人资料予以保密，未经 TI 事先书面同意卖方不会将个人资料用于除履行本订单项下服务之外的目的。未经 TI 事先书面同意，卖方不会将个人资料转让任何第三方。

## 8. General Indemnity 一般赔偿

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL AND DOES AGREE TO INDEMNIFY, DEFEND, PROTECT AND SAVE TI, ITS OFFICERS, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS, AFFILIATES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PERSONS"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, JUDGMENTS, INCIDENTAL, CONSEQUENTIAL, DIRECT AND INDIRECT DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES, (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS AND EXPENSES) ("CLAIMS"), ARISING OUT OF OR RELATED IN ANY WAY TO: (i) THE WORK PERFORMED HEREUNDER; (ii) ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF SELLER, ITS CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; (iii) FAILURE OF SELLER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS ON OR AFTER THE EFFECTIVE DATE OF THIS PURCHASE ORDER; OR (iv) BREACH BY SELLER, ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER (COLLECTIVELY, THE "LIABILITIES"). SUCH LIABILITIES INCLUDE, BUT ARE NOT LIMITED TO, INJURIES TO, SICKNESS OR DEATH OF ANY PERSON (INCLUDING SELLER'S OR ANY SUBCONTRACTOR'S EMPLOYEES), CLAIMS BASED ON STRICT LIABILITY AND CLAIMS FOR PROPERTY LOSS OR DAMAGE TO REAL AND/OR TANGIBLE PERSONAL PROPERTY. THE OBLIGATIONS OF SELLER UNDER THIS INDEMNIFICATION PROVISION SHALL APPLY TO ALL CLAIMS AND

ALL LIABILITIES EVEN IF SUCH CLAIMS OR LIABILITIES ARE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PERSON. THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SELLER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS PURCHASE ORDER. NOTWITHSTANDING THE FOREGOING PROVISIONS IN SECTION 8(a), IF TEXAS INSURANCE CODE SECTION 151.001 ET SEQ. APPLIES TO THIS PURCHASE ORDER, WITH RESPECT TO EACH INDEMNIFIED PERSON INDIVIDUALLY, SELLER SHALL NOT BE REQUIRED TO INDEMNIFY, DEFEND, OR HOLD HARMLESS SUCH INDEMNIFIED PERSON IF AND ONLY TO THE EXTENT THAT SUCH CLAIMS ARE DETERMINED BY A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, SUSTAINED ON APPEAL (IF ANY SUCH APPEAL IS MADE), TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR FAULT, OR BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE, OR BREACH OF THIS AGREEMENT BY SUCH INDEMNIFIED PERSON, ITS AGENTS, EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF SUCH INDEMNIFIED PERSON.

在适用法律允许的最大范围内，卖方同意赔偿 TI 及其管理人员、董事、雇员、雇工、代理人、附属机构、分包人、继承人和受让人（统称“被赔偿人”）因下列原因引起（或与其有关）的索赔、诉讼原由、诉讼、要求、损失、判决、（偶然、相应而生的、直接和间接的）损害、处罚、罚款、责任、费用和开支（包括（但不限于）合理的律师费、咨询费、诉讼费用及开支）（统称“索赔”）等损失：（i）在本订单项下执行的工作；（ii）卖方、卖方承包商、分包商、雇工、代理人或上述各方直接或间接雇佣的、或其控制或施以控制的任何人的行为、疏忽、过失、重大过失、故意的不当行为、严格侵权责任或违反明示或暗示保证的行为；（iii）本订单生效之日或之后卖方或卖方雇员、承包商、分包商、雇工或代理人不遵守相关法律法规；（iv）卖方或卖方雇员、代理人、承包商或分包商违反本订单条款（统称“责任”）。上述责任包括（但不限于）个人（包括卖方或分包商的雇员）遭受的人身伤害、疾病或死亡、基于严格责任的索赔以及就不动产和 / 或个人有形财产损失或损害提出的索赔。本条款项下卖方的责任适用于所有索赔和所有责任，即使该索赔或责任是由于被赔偿人过失或严格责任所导致。这一部分的赔偿条款不受工人报酬法、残疾福利法或其它雇员福利法对卖方所得或所付赔偿、补偿或利益金额或种类的限制。虽然有相反的规定，但本款在本订单终止或到期后继续有效。尽管第 8 条（a）款中有上述规定，但如果德克萨斯州保险法典 151.001 及以下各篇的规定适用于本订单，对每个被赔偿人个体而言，当（且仅当）上述索赔已经过合法管辖区的法院最终判决，上诉时（若有人提请上诉）维持原判，由于被赔偿人或其代理人、雇员或其控制或监督的第三方的过失或过错，违反法律、法令、政府规章、标准或规则，或违反本协议而导致时，卖方不必赔偿该被赔偿人。

- (b) PROCESS FOR DETERMINING DEFENSE COSTS PENDING DETERMINATION OF PARTIES' RELATIVE RESPONSIBILITY: NOTWITHSTANDING THE FOREGOING PARAGRAPH, IF IT IS ALLEGED THAT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENCE OR FAULT, OR BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE, OR BREACH OF THIS AGREEMENT BY AN INDEMNIFIED PERSON, ITS AGENTS, EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF SUCH INDEMNIFIED PERSON, SELLER AGREES TO SPLIT COSTS OF DEFENSE WITH SUCH INDEMNIFIED PERSON EQUALLY UNTIL THERE IS A DETERMINATION BY A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, SUSTAINED ON APPEAL (IF ANY SUCH APPEAL IS MADE), AT WHICH TIME A TRUE-UP WILL BE PERFORMED TO DETERMINE THE DEFENSE COSTS OWED BY SELLER.

根据各方责任大小判定辩护费的程序：尽管有上一款规定，若有人宣称上述索赔是由于被赔偿人或其代理人、雇员或其控制或监督的第三方的过失或过错，违反法律、法令、政府规章、标准或规则，或违反本协议而导致时，卖方同意与该被赔偿人均摊辩护费；但当合法管辖区法院做出最终判决，上诉时（若有人提请上诉）维持原判时，应对分摊比例进行调整以判定卖方应支付的辩护费。

## 9. Insurance 保险

Seller shall obtain and maintain in force insurance coverage in amounts acceptable to TI, including, but not limited to, Commercial General Liability (CGL) insurance, Automobile Liability insurance, Worker's Compensation insurance as required by the state in which Seller does business and Employer's Liability insurance.

卖方应按 TI 可接受的保额购买保险并保持其有效，包括（但不限于）商业综合责任 (CGL) 保险、机动车责任险、卖方营业所在州要求的工人报酬险，以及雇主责任险。

## 10. Inspection and Verification of Goods and Services 商品服务的核查验证

- (a) Seller agrees to permit TI and TI's customer (or Government representatives if this Purchase Order references a U.S. Government contract or subcontract number) to verify the quality of goods and services being provided under this Purchase Order at any production stage in Seller's facility. Verification may consist of a physical assessment or surveillance of Seller's facilities and quality programs and/or a source inspection. Deficiencies identified during such verification shall be corrected by Seller in the most expeditious manner possible and may be validated by TI. Seller shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such verification. Seller shall include in each subcontract Seller makes hereunder appropriate provisions to the same effect. Any inspection performed by TI or TI's customer as set forth herein shall not constitute acceptance of the

goods and services and shall not waive TI's right to return material to Seller that exhibits or develops defects.

卖方同意允许 TI 及 TI 客户（或政府代表（当本订单引用美国政府合同或分包合同编号时））在卖方工厂任何生产阶段对本订单项下提供的商品与服务质量进行验证。验证可包括对卖方设施和质量计划的物理评估或监督和 / 或来源检验。对验证中发现的缺陷，卖方应以最快速的方式加以纠正，而且可以为 TI 所证实。卖方应提供所有合理的设施和帮助，以保证验证人员在验证过程中的安全与便利。卖方应在其依据本订单订立的每个分包合同中包含具有相同效力的适当条款。本订单中规定的由 TI 或其客户进行的检验不构成对商品与服务的接受，也不构成 TI 放弃将呈现或形成缺陷的材料退回卖方的权利。

- (b) Unless otherwise provided in Purchase Orders issued by TI, Seller shall ensure that the manufacturing processes used meet the technical requirements of the drawings, specifications, engineering changes and added requirements applicable to the Purchase Order. Seller shall maintain an inspecting system sufficient to verify that it is meeting the technical requirements. Further, at TI's request, Seller shall provide objective evidence that such inspecting system has been implemented and is in operation.

除非 TI 签发的订单中另有规定，否则卖方应保证所采用的制造工艺符合图纸、规范、工程变动的技术要求以及适用于订单的额外要求。卖方应维持充分的检验制度，以证明其符合上述技术要求。另外，卖方应在 TI 要求时提供上述检验制度已实施并运行的客观证据。

- (c) Seller shall comply with the Texas Instruments General Quality Guidelines for Suppliers, which is updated periodically and is located at <http://wpl.ext.ti.com>.

卖方应遵守会定期更新的《TI 供应商通用质量准则》，网址：<http://wpl.ext.ti.com>。

## 11. Acceptance and Warranty 验收保证期

- (a) Goods. Unless otherwise specified herein, acceptance of material by TI will not occur until after arrival at the TI facility specified in this Purchase Order and after reasonable inspection by TI. Any goods rejected by TI may be returned to Seller at Seller's expense for full credit of the purchase price. Inspection may be performed at TI's option on a statistical sampling basis. The entire lot may be rejected based on defects revealed by such sampling. At TI's option, the rejected lot will be either returned to Seller for replacement or credit or 100% screened by TI with the cost of such screening paid by Seller. The inspection performed at TI on receipt of goods is a conditional acceptance, and shall not waive the TI's right to return material to Seller that exhibits or develops defects during or after installation or testing of the end product.

商品。除非本订单另有规定，材料到达本订单中规定的 TI 工厂并经过合理检验后 TI 才进行材料验收。未通过验收的商品可退回卖方，费用由卖方负担，同时卖方全额退回购货价款。TI 也可选择以统计抽样的方式进行检验。抽样检验发现缺陷的，可拒收整批货物。TI 可选择将拒收的货物退回卖方以更换新货或退款，也可在卖方付费的条件下由 TI 进行 100% 筛选。TI 在收货后进行的检验属于有条件的接受，不视为 TI 放弃将最终产品安装或检测之时（或之后）呈现或形成缺陷的材料退回卖方的权利。

Seller warrants that all goods supplied by Seller under this Purchase Order conform to the requirements, specifications, drawings, samples or other descriptions furnished by TI or referenced in this Purchase Order and that they are of good material and workmanship and free from all defects in manufacture or design, and are of merchantable quality and fit for their intended purpose. Such warranties by Seller shall run to the benefit of TI and its customers. TI's approval of designs furnished by Seller shall not relieve Seller of its obligation under this warranty. Seller's warranty shall be effective for a period of time as set forth on the face of this Purchase Order, or if such time is not set forth on the face of this Purchase Order, the warranty shall be effective for three (3) years after the date of TI's acceptance of goods, or for such longer period specified by Seller. Seller agrees that shipment of goods against this Purchase Order constitutes certification that all goods included in this shipment conform in all respects to the applicable requirements, specifications, drawings, samples or other descriptions furnished by TI or referenced in this Purchase Order. Seller will make process control data, inspection and test reports covering the goods and their parts available for review and examination by TI or its authorized representatives to verify conformance to such applicable specifications and drawings. A certificate of conformance must accompany individual shipments when so specified on applicable specifications or drawings, or in this Purchase Order.

卖方保证其在本订单项下提供的所有商品符合 TI 提供的或本订单中引用的要求、规范、图纸、样本或其它描述，并保证该商品采用优质材料和优良工艺制造、无任何制造或设计缺陷、具有适销质量并适合其既定用途。卖方的上述保证应以 TI 及其客户的利益为目的。TI 批准卖方提供设计时，不免除卖方在本保证项下的义务。卖方的保证期应写在本订单的正面；若订单正面没有相关时间的规定，则保证期应为自 TI 验收货物之日起三 (3) 年或由卖方规定的更长期限。卖方同意，当按本订单规定将货物装运时，视同认定装运的所有货物全面符合 TI 提供的或本订单中引用的相关要求、规范、图纸、样本或其它描述。卖方将提供工艺控制数据、关于货物及其零部件的检测报告，供 TI 或其授权代表进行审查和检验，以证明商品符合上述相关规范和图纸要求。在相关规范、图纸或本订单中要求时，每批货物交付时均须提供合格证书。

Seller shall, at Seller's expense and at TI's option, promptly repair, replace or refund to TI amounts paid for any goods that do not conform to this warranty. All costs associated with returning non-conforming goods shall be borne by Seller. Non-conforming goods shall be returned freight collect to Seller. Seller shall send replacement material

freight prepaid and Seller shall also bear the cost of premium transportation when TI indicates that obtaining such replacement material places critical time or delivery schedule constraints on TI. If non-conforming goods from Seller have been incorporated in products sold by TI, or if such non-conformances otherwise cause harm to TI's direct or indirect customers, then Seller shall reimburse TI for all reasonable expenses and for all penalties incurred by TI in connection with any recall or other return of such goods (or items incorporating them).

对不符合该保证的商品，TI 可选择让卖方即时维修、更换或退回 TI 已付货款，费用均由卖方负担。所有与退回不合格商品有关的费用均由卖方负担。不合格商品退回卖方时，应采用运费到付条款。卖方发送替换材料时应采用运费预付条款；在 TI 表示急需获得替换材料或交付时间紧张时，卖方也应担负额外的运输费用。若来自卖方的不合格商品已包含在 TI 已出售的产品中，或该不合格问题已对 TI 的直接或间接客户造成损害，卖方应就所有合理费用及 TI 因上述商品（或包含上述商品的产品）的召回或退回而遭受的处罚向 TI 支付补偿款。

- (b) **Services.** Seller warrants and represents to TI that any services to be provided under this Purchase Order will be provided in accordance with sound professional practices and using a standard of skill and care that is no less than that ordinarily exercised by experienced and competent contractors performing services of a similar nature to the services to be provided under this Purchase Order. Further, Seller warrants that the services will be proper and sufficient for the purposes contemplated by this Purchase Order.

服务。卖方向 TI 保证，其在提供本订单项下的服务时将依照良好的专业惯例，其所使用的技能和审慎标准不低于有经验且合格的承包商进行类似于本订单项下所提供的服务时通常实行的标准。另外，卖方保证该服务能适当且充分满足本订单规定的目的。

## 12. TI Property TI 财产

Unless otherwise specified herein, Seller conveys to TI full and clear ownership and title to all goods, special drawings, dies, patterns, tooling, intellectual property or other items paid for by TI and Seller further represents and warrants that it has the right to do so. Seller shall provide such items in good condition. Any items provided to Seller by TI shall remain the property of TI unless otherwise specified. Seller shall preserve such items provided by or conveyed to TI in good condition, reasonable wear and tear excepted, and shall return them when the work on the Purchase Order has been completed or terminated, or at any other time as requested by TI. No special drawing, die, pattern, tool or other item supplied by TI or made by Seller for the use of or delivery to TI, or for use by Seller in supplying TI, shall be used by Seller for any purpose other than supplying TI, without Seller first obtaining TI's written consent, provided, however, that if the U.S. Government has rights in such items under a prime contract with TI, noninterfering use of the items for direct sales to the Government is authorized if written notice is provided to TI prior to such use. If material, equipment, special drawings, dies, patterns, or other items are furnished by TI for performance of this Purchase Order, all risk of loss thereof or damage thereto shall be upon Seller from the time of shipment to Seller until redelivery to and receipt by TI.

除非本订单另有规定，卖方将所有商品、专用图纸、模具、模型、工具作业、知识财产或 TI 所购买的其它物品的完全且明确的所有权及产权转让给 TI，卖方还需保证其有权进行上述转让。卖方所提供的上述物品应状况良好。TI 提供给卖方的任何物品均归 TI 所有，但另有规定的除外。卖方应使 TI 提供的或转让给 TI 的物品处于良好状况（合理磨损除外），而且应在订单履行完成或终止时或在 TI 要求的其它时间段将该物品退回。未事先获得 TI 的书面同意，卖方不得将 TI 提供的或卖方为 TI 的使用或为交付给 TI 或为向 TI 供货所用而制作的专用图纸、模具、模型、工具或其它物品用于除向 TI 供货之外的目的；然而，当美国政府因其与 TI 签订的总合同而对该物品拥有权益时，经事先向 TI 发出书面通知，允许在互不干扰的条件下将上述物品用于向政府的直接销售。若 TI 为履行本订单而提供材料、设备、专用图纸、模具、模型或其它物品，则自上述物品交付卖方起其所有损失或损害风险转移至卖方，直至上述物品归还 TI 且被其收到为止。

## 13. Rights in Work Product 工作成果权利

- (a) In the course of its performance under this Purchase Order, Seller may conceive or reduce to practice inventions, discoveries, improvements, concepts, in tangible or intangible form, written materials, documentation, databases, designs, discs, tapes, programs, software, architectures, files and other material (collectively "Work Product"). Any and all rights in intellectual property, including without limitation, copyrights (including mask work rights), patents, design rights, database rights, rights in know-how, trade secrets and other confidential information and other similar rights worldwide, whether registered or not and including any applications for the foregoing (collectively "Intellectual Property") in and to the Work Product shall be the exclusive property of TI from the date of inception. All Work Product shall be deemed "work-for-hire" as defined under United States copyright law and shall be the exclusive property of TI from the date of inception. If the Work Product does not qualify as a "work-for-hire", then in any event all Intellectual Property rights in and to the Work Product, including the copyright, will be deemed automatically transferred to TI from its inception. Seller agrees to assign and hereby assigns to TI Intellectual Property rights in and to all Work Product and waives any moral rights in favor of TI. TI shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the Work Product prepared by Seller in any manner that TI deems fit without further payment to Seller. The Work Product shall be deemed to be TI confidential information and shall not be disclosed to other than TI or used by Seller or others without TI's prior written consent.

在履行本订单过程中，卖方可进行构想并将其以有形或无形的形式体现为发明、发现、改进、构思、书面资料、文件、数据库、设计、磁盘、磁带、程序、软件、架构、文档以及其它资料（统称“工作成果”）。所有的知识产权，包括（但不限于）版权（包括掩膜作品权）、专利权、设计权、数据库权、专有技术权、商业秘密及其它保密信息以及其它在全球类似的权利，不论是否已注册且包括对上述权利的申请（统称“知识产权”），自产生之日起即完全归 TI 所

有。所有工作成果均视为美国版权法规定的“雇佣作品”，其自产生之日起即归 TI 所有。若工作成果未达到成为“雇佣作品”的条件，则在任何情况下工作成果的所有知识产权（包括版权）被视为自其产生之日起自动转让给 TI。卖方同意将工作成果的所有知识产权转让且在此转让给 TI，并放弃对 TI 有利的精神权利。TI 在全球有权以 TI 认为适当的方式使用、编辑、翻译、出版、转让或出售卖方编写的工作成果，且无需额外向卖方支付报酬。工作成果被视为 TI 的保密信息，不得向除 TI 以外的任何一方披露，也不得未经 TI 事先书面同意而由卖方或其他方使用。

- (b) Notwithstanding the above, Seller and its licensors retain all ownership rights in any and all pre-existing Intellectual Property whether in tangible or intangible form, and developed, acquired or prepared by Seller prior to the issuance of this Purchase Order (collectively “Pre-Existing Rights”). To the extent that Seller’s Pre-Existing Rights are embedded in or are an integral part of any goods and/or Work Product provided to TI under this Purchase Order, Seller grants to TI and its subsidiaries and affiliates, a perpetual, royalty-free, irrevocable, worldwide, nonexclusive, transferable license (with the right to sub-license) to make, have made, use, reproduce, modify, distribute and display such Pre-Existing Rights without accounting. Seller shall notify TI in advance of any Pre- Existing Rights to be embedded in or made an integral part of any goods and/or Work Product provided to TI hereunder.

尽管有上述规定，卖方及其许可人保留对所有在本订单签发前业已存在的由卖方开发、获得或编写的有形或无形的知识财产（统称“已有权利”）。若卖方的已有权利已嵌入在本订单项下向 TI 提供的商品和 / 或工作成果中或成为该商品或工作成果不可分割的一部分，卖方授予 TI 及其子公司和附属公司对该已有权利进行无需说明理由的制作、使用、复制、修改、发行和展示的许可，该许可具有永久性、免使用费、不可撤销、具有全球性、非独占、可转让（有分许可权利）的特性。若有已有权利嵌入在本订单项下向 TI 提供的商品和 / 或工作成果中或成为该商品或工作成果不可分割的一部分，卖方应提前向 TI 发出通知。

- (c) Seller represents and warrants that it has, or will have, prior to commencement of work under this Purchase Order by any employee or third party performing work on behalf of Seller, valid and sufficient arrangements or agreements with such employee or third party such that all rights in and to any and all Intellectual Property made by such employee or third party vests in Seller.

卖方表示并保证，在卖方雇员或代表卖方履行工作的第三方开始在本订单项下的工作以前，卖方将与该雇员或第三方订立有效且完善的安排或协议，以使该雇员或第三方所创造的知识产权归属卖方。

#### 14. Patents and Copyrights 专利权和版权

- (a) Seller agrees to defend, indemnify and to save TI, its officers, agents, employees, and vendees (mediate and immediate) harmless, at Seller's expense, from and against any and all Claims (as defined in Section 8(a)), either at law or in equity, that the purchase, use, or sale of goods and/or Work Product required by this Purchase Order violates any license agreement or constitutes an infringement or misappropriation of any Intellectual Property, trademark, service mark or other intellectual property right of any third party. Seller shall not be obligated to defend or be liable for costs and losses to the extent the claim of infringement or alleged infringement is solely due to and would not have occurred but for (a) Seller's compliance with designs for such goods originally furnished by TI to Seller or (b) a modification by TI of Seller's goods that was not authorized by Seller.

卖方同意，若本订单要求之商品和 / 或工作成果的购买、使用或销售违反任何许可协议或构成对第三方知识产权、商标、服务标志或其它知识产权的侵犯或盗用，则卖方将对 TI 及其管理人员、代理人、雇员和（直接或间接）买主因此遭受的在普通法或衡平法上的所有索赔（参见第 8 条（a）款之规定）予以保护或赔偿，费用由卖方负担。若侵权（或声称侵权）索赔完全是由于下列原因导致，否则将不会发生，则卖方没有义务赔偿或承担损失或费用：（a）卖方不遵守 TI 原来向卖方提供的商品的设计；（b）TI 未经卖方授权而修改卖方商品。

- (b) Without prejudice to the immediately preceding section, if any goods or Work Product to be provided by Seller to TI under this Purchase Order is, or in TI's opinion is likely to become, the subject of a claim of infringement and/or misappropriation of any Intellectual Property, trademark or service mark right of a third party, Seller shall, at its sole expense, procure the right for TI to continue using the goods or Work Product. In the event Seller cannot procure such rights, Seller shall, at its option, either modify the goods or Work Product to make it non-infringing and/or to avoid a claim of misappropriation, but still be functionally equivalent, or replace the goods or Work Product with functionally equivalent goods or Work Product that is non-infringing and/or avoids a claim of misappropriation.

在不影响前款规定的情况下，若 TI 认为，本订单项下卖方向 TI 提供的商品或工作成果可能成为关于第三方知识产权、商标或服务标志被侵犯或盗用的索赔的主体，则卖方应完全自费为 TI 取得继续使用该商品或工作成果的权利。若卖方无法取得上述权利，卖方应修改该商品或工作成果而使其不再侵权和 / 或免于盗用索赔，但仍然具有同等功能，卖方也可以将该商品或工作成果更换为具有同等功能但不侵权和 / 或不导致盗用索赔的商品或工作成果。

#### 15. Anti-counterfeit Assurance 防伪保证

Seller agrees that if the transaction contemplated by this Purchase Order requires Seller to procure one or more components or materials, including but not limited to semiconductors, integrated or discrete circuits, or any chemical or metal (whether pure, compounded or alloyed) Seller shall procure such components or materials solely from either the original manufacturer of the component or material, or that manufacturer's authorized distributors. Seller must review and maintain all documents necessary to show chain of custody of a component or material to its original manufacturer. Furthermore, if Seller utilizes a third-party to provide a component or material for Seller's use in completing the work contemplated in this Purchase Order, Seller must require that third party to comply with the requirements of this paragraph. Failure to comply with the terms of this paragraph is a material breach of this Purchase Order.

卖方同意，若本订单拟定的交易要求卖方购买一种或多种组件或材料，包括（但不限于）半导体、集成或分立式电路或化学品或金属（不管是纯的、合成的还是合金的），卖方将仅从该组件或材料的原始制造商或其授权经销商购买。卖方必须审核与保存所有能向原始制造商证明该组件或材料监管链的所有必要单据。另外，若卖方利用第三方提供卖方用于完成本订单规定之工作的组件或材料，则卖方必须要求该第三方遵守本段的要求。若不遵守本段条款，则构成严重违反本订单。

#### 16. Changes 修改

- (a) Periodically, TI may change any of the drawings, specifications or instructions for work covered by this Purchase Order. In such event, Seller shall make every attempt to comply with such reasonable change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance, Seller will notify TI in writing of its request for an adjustment in the price or time of delivery within five (5) business days after its receipt of the change notice. The parties will negotiate in good faith regarding any adjustments in the price and time for performance to be made. Any such adjustments must be agreed by authorized representatives of the parties in writing.

TI 可定期修改与完成本订单规定的工作有关的图纸、规范或说明。卖方应尽一切努力遵守合理的修改通知。若上述修改导致卖方成本的升降或履约时间的增减，卖方将在收到修改通知后五（5）个工作日内将调整价格和交货时间的请求书面通知 TI。双方将诚信协商关于调整价格和履约时间的事宜。任何上述调整均须由双方授权代表书面同意。

- (b) Seller shall not make any changes in manufacturing, materials, testing, configuration or otherwise that alter the form, fit or function of the goods sold to TI, nor shall it make any changes to any specifications or requirements, unless it has first obtained TI's prior, written consent.

未事先获得 TI 的书面允许，卖方不得在制造、材料、测试、配置或其它方面进行修改以致其向 TI 所售商品的形式、适用性或功能发生变化，也不得对规范或要求进行修改。



## 17. Termination 终止

(a) TI may terminate this Purchase Order at any time upon written notice due to Seller's failure to comply with the terms of this Purchase Order, including failure to comply with the ethical conduct standards described in Section 4.

若卖方不遵守本订单的条款（包括第 4 条规定的道德行为标准），TI 可在任何时间发出书面通知后终止本订单。

- (b) TI may terminate the work to be performed hereunder in whole or in part at any time without cause by written notice to Seller. Such notice shall state the extent and effective date of such termination and, upon the receipt of such notice, Seller will comply with the directions pertaining to work stoppage hereunder and the placement of further orders or subcontracts hereunder. Within three (3) months after TI's termination notice, the parties shall negotiate in good faith with regard to the amount of reimbursement, if any, to be paid to Seller for work performed prior to TI's notice of termination and/or the amount of prepayments to be refunded by Seller to TI for work not performed. Seller shall mitigate its claim to the maximum extent possible, and in no event shall Seller's claim exceed the lesser of the fair market value or actual costs of the raw material and "work-in-progress" material that Seller cannot divert to other uses or the authorized work performed prior to TI's notice of termination. No claim shall be asserted against TI nor shall TI have any liability for loss of expected profits, or for any consequential or incidental damages, due to termination. Termination under this provision shall not be deemed a breach of contract. The provisions of this paragraph shall not limit or affect TI's right to terminate this Purchase Order for cause and shall not apply to a termination for cause.

TI 可在任何时间向卖方发出书面通知，无理由全部或部分终止在本订单项下履行的工作。上述通知应说明终止的范围和终止生效的时间；卖方收到该通知后应遵守本订单中关于停工以及继续订货或分包合同的指示。TI 发出终止通知后三 (3) 个月内，双方应就 TI 发出终止通知前卖方因其已履行的工作应获得的补偿金额（若有）和 / 或因未履行的工作而向 TI 的退款金额进行诚信的协商。卖方应尽最大可能减少索赔，在任何情况下卖方的索赔都不得超过卖方无法用于其它用途的原材料及“在制品”材料或 TI 发出终止通知前已履行的被授权工作的公平市场价值与实际成本之间的金额较小者。对于因终止而发生的预期利润的损失或相应而生的损失或附带损失，不得向 TI 索赔，TI 也没有义务赔偿。本款规定的终止不视为违反合同。本段中的规定不限制或影响 TI 有理由终止本订单的权利，不适用于有理由终止的情况。

## 18. Liability Limitations 责任限制

IN NO EVENT SHALL TI BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER, EVEN IF TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall TI's liability to Seller for any breach of any provision of this Purchase Order exceed the purchase price for goods or services delivered and accepted hereunder.

对于因本订单引起（或与其有关）的特别、间接、附带或相应而生的损害，TI 在任何情况下均不负有责任，即使 TI 已被告知该损害发生的可能性。在任何情况下 TI 因违反本订单条款而对卖方所负的责任都不得超过本订单项下已交付和已接受商品或服务的购买价格。

## 19. Prices 价格

- (a) Except as provided by Section 16 above (Changes), TI may delay payment for any shipment at any increase in price above that indicated on this Purchase Order until the pricing discrepancy is resolved, at which time the payment terms set forth below shall apply. If Seller issues a general price decrease for any equipment and/or materials similar to the items described on this Purchase Order, a comparable price reduction shall automatically apply to the items described in this Purchase Order.

除非第 16 条（修改）有规定，若任何批次商品的价格高于本订单上所示价格，TI 可推迟对该批次商品的付款直至价格差异解决为止；当价格差异解决时，将适用下列支付条款。若卖方对与本订单规定商品类似的设备和 / 或材料实行普遍降价，则本订单规定的商品也自动实行幅度相当的降价。

- (b) No extra charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by a duly authorized TI representative in writing. Pricing by weight, where applicable, covers net weight of material, unless otherwise agreed.

除非有正式授权的 TI 代表书面同意，否则不得收取任何额外费用（包括装箱费或货车运费）。按重量定价（若适用）是指材料的净重，但另有约定的除外。

## 20. Payment Terms 支付条款

The following payment terms are applicable to this Purchase Order:

本订单适用下列支付条款：

- (a) NET INVOICES 净发票  
Net invoices will be paid 30 days after the invoice date unless otherwise stated on the Purchase Order or agreed to in writing by both parties.

净发票将在发票开出之日后 30 天内付款，但订单另有规定或双方另有书面约定的除外。

- (b) **DISCOUNTED INVOICES 贴现发票**  
The acceptance of discount offers will be at TI's discretion and any discounted terms will be negotiated by the parties. TI 可决定接收发票提供的贴现，贴现条件由双方商定。
- (c) All schedules of payments stated above are based upon receipt by TI of goods or services or shipment based upon the Incoterms indicated on the face of this Purchase Order.
- (d) Invoices shall include a valid Purchase Order number corresponding to the applicable Purchase Order. Unless otherwise directed by TI in writing, Seller will issue only one invoice per payment. per Purchase Order. All invoices for goods must be submitted within sixty (60) days of goods being received by TI and for services within sixty (60) days of completion of such services.

所有上述付款时间计划的前提条件是 TI 收到商品或服务或按本订单正面规定的 Incoterms 条件完成装运。

发票应包含与相关订单一致的有效订单编号。除非 TI 另有书面指示，否则卖方将就每个订单每次付款只开出一张发票。所有商品发票都必须在 TI 收到该商品后六十 (60) 天内提交；所有服务发票必须在该服务完成后六十 (60) 天内提交。

## 21. Taxes 赋税

- (a) To receive payments from TI, Seller must provide TI with valid United States tax documentation declaring status of the beneficial owner of any income generated by the payment. Seller must submit the appropriate US tax declaration status form(s) for payees who are a US resident, corporation or otherwise beneficially owned by a US entity and for payees who are non-US residents, corporations or otherwise beneficially owned by a non-US or foreign entity. Instructions for submission of these forms may be accessed at: <http://wpl.ext.ti.com/sim/supplierinformation.htm>.

从 TI 收取付款时，卖方必须向 TI 提供声明该付款所产生收入的受益权所有人的状态的有效美国税务文件。对身份为美国公民、公司或被美国实体实益拥有的收款人，以及身份为非美国公民、公司或被非美国或外国实体实益拥有的收款人，卖方必须递交适当的美国税务申报状态表。欲获得关于递交上述表格的说明，可访问下列网站：<http://wpl.ext.ti.com/sim/supplierinformation.htm>。

- (b) Except for purchases of capital equipment or unless otherwise noted, it is hereby certified that the goods described in this Purchase Order are exempt from sales and use tax, for the reason that such goods are purchased for resale or will become an ingredient or component part of, or be incorporated into, or used or consumed in, a manufactured product produced for ultimate resale. If the goods described in this Purchase Order are purchased tax exempt and subsequent use makes the goods taxable, TI will assess and pay tax to the appropriate state.

兹证明，本订单规定的商品免缴销售和使用税，因为购买该商品是为了转售或该商品将成为为最终转售而生产的制成品的组成部分、组件或被包含、使用或消耗在该制成品中，但当购买的是资本设备或另有说明的除外。若本订单中规定的商品在被购买时免税，但后来的使用使其成为应税商品，则 TI 将进行计算并向有关的州纳税。

- (c) Seller is responsible for all income taxes imposed by any taxing authority or government entity resulting from the provisions under this Purchase Order. Each payment to be made by TI under this Purchase Order shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws.

卖方负责所有因本订单条款而导致的税务当局或政府实体收取的所有所得税。TI 在本订单项下的每笔付款均应遵守相关法律关于纳税的抵扣、预提或抵消的规定。

## 22. Time of Delivery 交付时间

- (a) Seller acknowledges that time is of the essence of this contract. Seller will provide prompt notice to TI of any delays in delivery. Failure to meet agreed upon delivery dates shall be considered a breach of contract and, in addition to any other rights available to it under this Purchase Order or at law or in equity, TI may cancel this Purchase Order without penalty if TI specified delivery dates will not be met. Seller agrees to reimburse to TI any penalty and damages imposed upon or incurred by TI to its customers or others by virtue of delays caused by Seller's failure to deliver goods or work on such delivery dates. Late shipments may be rejected by TI and returned to Seller.

卖方承认，时间是本合同的关键因素。若发生交货延期，卖方将即时通知 TI。若未按约定的交货日交货，则被视为违约；若未按 TI 规定的交货日交货，除在本订单项下或在普通法上或在衡平法上享有的权利之外，TI 还可撤销本订单且不受处罚。若由于卖方未在上述交货日交货而导致延误，从而导致 TI 向其客户或他人支付罚款或赔偿，则卖方应向 TI 提供补偿。若装运延期，TI 可拒收并将货物退回卖方。

- (b) Unless otherwise agreed in writing, Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet TI's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate TI's requirements. Goods shipped to TI in advance of schedule may be returned to Seller at Seller's expense. TI may reschedule the delivery of any unshipped product for later delivery within ninety (90) days of the originally scheduled delivery date.

除非另有书面约定，卖方不承诺材料或生产将超过约定数量或交货时间早于 TI 规定的时间。卖方有义务遵守上述交货时间，但没有义务在 TI 提出要求前抢先行动。若卖方在先于规定的时间交货，TI 可将货物退回，费用由卖方承担。若有货物未按时交付，TI 可在原定交货日后九十 (90) 天内决定将该货物的交付时间推迟到以后。

## 23. Contingencies 突发事件

- (a) Force Majeure. If, despite Seller's best efforts, Seller is prevented from delivering, or if TI is prevented from receiving the goods referred to in this Purchase Order as a result of governmental actions or regulations, except as hereinafter provided, or of fires, strikes, accidents, and other unforeseeable causes beyond the control of the party affected by the contingency, the obligation to receive or deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist. Seller must (a) give TI immediate, detailed notice of the initial situation as soon as possible, (b) deliver ongoing detailed status reports to TI regarding its efforts to fully remedy the situation and (c) deploy all available reasonable resources to mitigate adverse impacts of the delay. Should the condition persist for more than forty-five (45) days, TI may, at its option, cancel this Purchase Order without liability or have Seller resume delivery upon removal of the intervening condition.

不可抗力。若由于政府行为或管制（但下文规定的除外）、火灾、罢工、事故及其它不可预见的原因，导致卖方无法交付或 TI 无法接收本订单规定的货物，且上述原因超出受影响方的控制能力，则接收或交付上述货物的义务应暂缓履行，但暂停的时间不得超过上述原因存续期间的一个合理时段。卖方必须：（a）尽快将初期状况立即详细告知 TI，（b）向 TI 提供连续详细的关于其采取充分补救措施的状态报告，（c）动用一切可用的合理资源以减少延期造成的负面影响。若上述情况持续超过四十五 (45) 天，TI 可撤销本合同且无需承担责任，也可让卖方排除干扰后重新交付。

- (b) Seller is not excused by this Section from any of its obligations due to any reasonably foreseeable or preventable situation (including, but not limited to, late or insufficient deliveries by other suppliers, personnel turnover, labor disputes or strikes involving Seller's own personnel, third party equipment or software changes).

本条规定不免除卖方因合理可预见或可预防的情况（包括但不限于其它供应商交货延期或不足、人员流动、劳动争议、涉及卖方自身人员的罢工、第三方设备或软件变化等）而导致的责任。

- (c) Seller must maintain an appropriate plan to ensure business continuity in the event of a business interruption event (e.g., an ISO 22301-compliant continuity plan), and Seller must make a detailed outline of the contents of that plan available to TI for review upon request. Additionally, within 24 hours after an incident that triggers Seller's continuity plan, and also within 24 hours of TI's request thereafter, Seller must communicate to TI the impact of the event on Seller's products and operations and what steps Seller is taking (and plans to take) to remediate that impact. In the event of any event that triggers that continuity plan, Seller must exercise the relevant actions in the plan in order to maintain continuity of supply to TI.

卖方必须制定在业务中断事件出现时保证业务连续性的适当计划（比如，符合 ISO 22301 规范的连续性计划），在 TI 要求时卖方必须向其提供计划内容的详细大纲供审阅。另外，在发生触发卖方业务连续性计划之事件后 24 小时内，以及在该事件发生后 TI 提出要求后 24 小时内，卖方必须向 TI 传达该事件对卖方产品及经营的影响以及卖方采取（或计划采取）补救措施的情况。若发生触发卖方业务连续性计划的事件，卖方必须实施该计划当中的相关措施以保持向 TI 供货的连续性。

## 24. Over-Shipments 超量交货

Seller is instructed to ship only the quantity(ies) specified in this Purchase Order. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, however, may be accepted by TI according to the over-shipment allowance indicated on the face of this Purchase Order. If no allowance is shown, it shall be 0% (zero percent). TI reserves the right to return any over-shipment in excess of the allowance at Seller's expense.

卖方只需按本订单规定的数量供货。由于装载、运输、包装或制造流程折让导致交货数量偏差，TI 可依据本订单正面规定的超量交货的容限予以接受。若未规定容限，则视容限为 0%（百分之零）。TI 有权将超过容限的超交货物退回，费用由卖方承担。

## 25. Packing and Shipping Instructions 包装与装运指示

- (a) Unless otherwise instructed by TI on the face of this in the Purchase Order, Seller agrees to insure that shipments are properly packed and described in accordance with TI specifications and /or applicable carrier regulations. Shipments will be made in accordance with TI's Supplier Packing and Labeling Manual, Shipping instructions and Global Routing Guide which is updated periodically and is located at <http://wpl.ext.ti.com>. TI may assist Seller by providing freight classifications or classifying material. Seller will not insure or declare value on shipments, unless TI specifies otherwise. When shipping via small parcel, Seller will ship freight collect. Seller shall consolidate shipments daily on one bill of lading per mode to avoid premium freight costs, unless instructed otherwise by TI. In case of any shipment that does not correspond to normal past practice between TI and Seller, or to standard practice in the industry, (e.g., requires special handling equipment or air ride suspension, or air shipment over weight break threshold, over 120 inches long or wide or over 56 cubic feet, etc.) Seller agrees to notify TI's appropriate transportation department and Global Routing Center as listed on this Purchase Order, 72 hours prior to shipment for special shipping instructions. All truck shipments must be classified by Seller using the current "National Motor Freight Classification Tariff". Each box, crate or carton will show TI's full street address (not just post office box numbers) and Purchase Order and item numbers regardless of how shipped. On small parcel shipments, a packing list shall accompany each container and shall describe the contents of that container. On other shipments, Seller will provide a packing list to accompany each shipment, referencing the appropriate Purchase Order and item number.

The bill of lading also will reference the Purchase Order and item number in the appropriate Customer Reference field whether transmitted on paper or electronically. Seller is responsible for packing any shipment correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the purchase price, and no additional charges will be made there for unless specifically requested by TI on the Purchase Order. Seller agrees to ship via the carrier specified by TI and TI's Global Routing Center. Failure to ship via TI specified carrier will subject Seller to misroute debit and charge back of freight cost.

卖方同意确保对所运货物予以正确包装并根据 TI 规范和 / 或相关承运人规定对该货物予以描述, 除非 TI 在本订单正面写有其它要求。装运时应遵照《TI 供应商包装与标签手册》、装运说明以及《全球航线指南》(该文件定期更新, 网址是 <http://wpl.ext.ti.com>) 进行。TI 可通过提供货物分类表或分类资料协助卖方。卖方不保证或不申报货运价值, 但 TI 另有规定的除外。当通过小包装运输时, 卖方将采取运费到付的方式运输。卖方应就每种方式将每天的货物运输合并在一张提单上以避免额外的运费成本, 但 TI 另有指示的除外。如果有任何运输不符合 TI 和卖方之间过去的通常做法或行业内的标准做法(例如, 要求特殊处理设备或空运悬挂, 或重量超限、长或宽超过 120 英寸、或体积超过 56 立方英尺的空运等), 卖方同意在运输前 72 小时通知本订单中列明的相关 TI 运输部门和全球航线中心, 以寻求特殊运输指示。卖方必须根据《国家机动运输分类费率表》对所有卡车运输货物进行分类。每个盒子、板条箱或纸板箱, 不论运输方式, 都应标明 TI 的完整街道地址(不只是邮政信箱号)、订单号和货号。采用小包装运输时, 每个集装箱都应附有一份装箱单, 以描述该集装箱所装货物内容。采用其它运输方式时, 卖方将就每个批次附随提供一份装箱单, 装箱单中应写明其相应的订单号和货号。提单(不管是纸质的, 还是电子版)中也应在相应的客户查询一栏中写明订单号和货号。卖方有责任根据使用的运输工具 / 方式对货物进行正确包装。包装和装箱的费用应视为购买价格的一部分, 不得就此额外收费, 但 TI 在订单中有特别要求的除外。卖方同意由 TI 及 TI 全球航线中心指定的承运人运输。若未由 TI 指定的承运人运输, 卖方应承担航线错选责任并退回已付的运费。

- (b) All premium freight cost incurred by TI or Seller beyond that specified by TI shall be borne by Seller. Seller is responsible for all shipments that are damaged in transit due to improper packaging, improper judgment or any other act or omission of Seller, shipper or carrier. On all FCA origin shipments Seller will ship freight collect.

TI 或卖方产生的超过 TI 规定的一切额外运费应由卖方承担。卖方应对所有因卖方、托运人或承运人包装不当、判断失当或其它行为或疏忽而导致货物在运输中的损坏负责。对所有 FCA 起源交货的货物, 卖方将采用运费到付方式交货。

## 26. Export Compliance 出口合规

- (a) Seller acknowledges that all products, services, proprietary technical data and information, or any other items provided to Seller by TI or otherwise obtained by Seller from TI pursuant to this Purchase Order may be subject to U.S. Government export control laws and regulations and the export and import regulations of other countries. Seller agrees that, unless prior authorization is obtained from the U.S. Department of Commerce, Bureau of Industry and Security, the Treasury Department's Office of Foreign Assets Controls ("OFAC") under any of its applicable regulations, or any other U.S. Government agency, neither Seller nor its subsidiaries shall export, re-export, transfer, or release, directly or indirectly, any items, including any products, equipment, software, technology, technical data or technical information (written or otherwise), provided to Seller by TI, any direct product of the technology or software provided to Seller by TI, or the TI deliverable, to any destination or country to which the export, re-export transfer or release of any such items provided to Seller by TI, the direct product of TI technology or software, or the TI deliverable would be prohibited by the U.S. Department of Commerce, Bureau of Industry and Security, Export Administration Regulations (EAR) or any other applicable export control laws or regulations. Without limiting the generality of the foregoing, Seller shall control the disclosure of and access to technical data, technical information and any other items provided to Seller by TI in accordance with applicable U.S. export controls laws and regulations, including but not limited to the EAR.

卖方确认, 所有根据本订单由 TI 提供给卖方或卖方以其它方式从 TI 获得的产品、服务、专有技术资料和信息或其它物品可以受美国政府出口管制法律法规及其它国家进出口法规管辖。卖方同意, 除非事先得到美国商务部、工业与安全局、美国财政部外国资产管理办公室 (OFAC) 依据相关法规的批准或其它美国政府机关的批准, 卖方及其子公司均不向美国商务部、工业与安全局、出口管理条例 (EAR) 或其它适用的出口管制法律法规所禁止的目的地或国家, 直接或间接出口、再出口、转让或发行任何 TI 提供给卖方的商品(包括产品、设备、软件、技术、技术数据或技术信息(书面的或其它形式)、TI 提供给卖方的任何技术或软件的直接产品、或 TI 可交付货物)。在不限制上述规定的一般适用性的前提下, 卖方应根据相关美国出口管制法律法规(包括(但不限于) EAR), 对 TI 提供给卖方的技术数据、技术信息及其它物品的披露与获取予以控制。

- (b) If, pursuant to this Purchase Order, Seller provides any item provided to Seller by TI or the direct product of any technology or software provided to Seller by TI or any TI deliverable to any third party who is permitted by TI to receive such TI items, the direct products of TI technology or software or the TI deliverables, such as Seller's permitted subcontractors, Seller shall give notice of the need to comply with such laws and regulations to any person, firm, or entity that it has reason to believe is obtaining any item, including any item provided to Seller by TI, the direct product of any technology or software provided to Seller by TI or any TI deliverable, from Seller with the intention of exportation or re-exportation of such item. Seller will be responsible for obtaining any export, re-export licenses or any other government authorizations required for the export or re-export of any item provided to Seller by TI, the

direct product of any technology or software provided to Seller by TI or any TI deliverable made by Seller. Seller further agrees that it will not export, re-export, or transfer to the United States on TI's behalf any goods, services or technology from any embargoed/sanctioned country or from any denied person that will be imported into the United States, directly or indirectly, without a required license from OFAC.

若卖方根据本订单将 TI 提供给卖方的任何商品、或 TI 提供给卖方的技术或软件的直接产品、或 TI 交付物，提供给 TI 所同意的第三方（比如，获得允许的卖方分包商），则卖方应向其有理由认为正以出口或再出口为目的从卖方获得包括 TI 提供给卖方的商品或 TI 提供给卖方的技术或软件的直接产品或 TI 交付物的个人、公司或实体发出通知，告知其需要遵守上述法律法规。当 TI 提供给卖方的商品或 TI 提供给卖方的技术或软件的直接产品、或卖方制造的 TI 交付物出口或再出口时，卖方负责取得所需的出口、再出口许可或其它的政府许可。卖方承诺不代表 TI 未经获得必要的 OFAC 许可证而向美国直接或间接出口、再出口或转让来自被禁运 / 制裁国家或被禁止入境的个人的商品、服务或技术。

- (c) Seller will not prepare and execute any import or export documentation or make any certification or representation on behalf of TI relating to the importation, exportation or re-exportation of any item received by Seller from TI, the direct product of any technology or software received by Seller from TI, or any TI deliverable except as specifically authorized by TI employees designated in writing by TI for such purposes. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Purchase Order. If government approvals cannot be obtained, TI may terminate, cancel or otherwise be excused from performing any obligations it may have under this Purchase Order.

卖方将不会就有关卖方从 TI 收到的商品、TI 提供给卖方的技术或软件的直接产品、或 TI 交付物的进口、出口或再出口，代表 TI 编制和签署进口或出口文件、或作出有关的证明或陈述，除非取得由 TI 为该目的书面指定雇员的专门许可。各方应自费保证各自为履行其在本订单项下义务所需的上述许可和进出口文件的安全。若不能获得政府批准，TI 可终止、撤销或以其它方式免于履行其在本订单项下的义务。

- (d) These clauses shall survive termination or cancellation of this Purchase Order.

上述条款在本订单终止或解除后继续有效。

## 27. Record Keeping and Audits 记账与审计

- (a) Seller shall identify, create and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, documentation and compliance under this Purchase Order. Seller's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to this Purchase Order ("Records") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law.

卖方应制定、建立和安全地保留完整和详细账目并进行必要的管理，以满足本订单项下的财务管理、档案及合规要求。卖方的记录、账簿、通信、指示、图纸、收据、分包合同、订单、凭证、备忘录及其它与本订单有关的资料（统称“档案”）应自最后付款算起保存三 (3) 年，或按法律要求保存更长时间。

- (b) TI shall have the right to audit all of Seller's Records (in whatever form they may be kept, whether written, electronic or other) and Seller's operations related to this Purchase Order. Seller agrees to provide TI's internal and external auditors with access to Seller's offices and/or manufacturing locations and relevant records and physical items during normal business hours, for purposes of auditing Seller's compliance with the terms of this Purchase Order. TI shall provide Supplier with twenty-four (24) hours prior written notice of its intention to audit Supplier. TI's right to audit under this section shall also include subcontractors (which subcontractors must be approved by TI as provided below). Seller shall ensure that its agreements with its subcontractors include TI's audit rights.

TI 有权对与本订单有关的卖方档案（不论以任何形式，包括书面、电子或其它形式保存）和经营活动进行审查。卖方同意允许 TI 的内部及外部审计师以审查卖方是否遵守本订单条款为目的，在正常营业时间进入卖方的办公场所和 / 或制造地点并审查相关档案和实物。TI 审查供应商时，应提前二十四 (24) 小时通知供应商。TI 在本条项下的审计权还包括分包商（该分包商必须按下述规定经 TI 批准）。卖方保证，其与分包商订立的协议包括 TI 的审计权。

## 28. Supply Chain Security 供应链安全

Seller agrees that it will comply with applicable TI supply chain security requirements in providing goods or performing services for TI and that it will provide supply chain security information to TI as requested, including information about Seller's status with regard to the US Customs Trade Partnership Against Terrorism (C-TPAT) initiative, including provision of Seller's C-TPAT account number where applicable where applicable. If requested by TI, Seller will ship goods using only TI-authorized transportation providers.

卖方同意，其在向 TI 提供货物或履行服务时将遵守适用的 TI 供应链安全要求，并向 TI 提供所要求的供应链安全信息，包括有关卖方关于美国海关反恐贸易伙伴 (C-TPAT) 行动信息，包括提供卖方的 C-TPAT 状态核准证编号（若适用）。若 TI 要求，卖方将只使用 TI 核准的运输商运输货物。

## 29. Assignment and Subcontracting 转让与分包

Seller shall not assign or transfer its performance obligations without TI's prior written consent, and any attempted assignment or

transfer without such consent shall be void. Seller shall not subcontract any portion of the work to be performed by Seller under this Purchase Order without the prior written consent of a duly authorized TI representative

未经 TI 事先书面同意，卖方不得转让其履约义务，在未取得上述同意的情况下企图转让的行为均属无效。未经正式授权的 TI 代表事先书面同意，卖方不得将在本订单项下应履行的工作的任何部分进行分包。

**30. Seller Ownership Change 卖方所有权变更**

Seller will notify TI immediately in writing in the event Seller is acquired by or merges with any other company or a majority or controlling interest in Seller is obtained by another company.

当卖方被其它公司收购、或与其它公司合并、或卖方的多数股权或控股权被另一公司取得时，卖方应立即以书面方式通知 TI。

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### 31. Ozone Depleting Substances 消耗臭氧层物质

Except where TI has given written approval to Seller in advance of shipment, Seller hereby agrees that it has not used or introduced a Class I ozone depleting substance (ODS) or introduced a Class II ODS (as such terms are defined in 40 CFR 82.104), into any product being supplied to or imported by TI under this Purchase Order. Where a duly authorized TI representative has so agreed to accept product containing or manufactured using an ODS, Seller will label the product with a warning or will otherwise effectively warn TI of such use in accordance with 40 CFR 82, Subpart E. Should Seller choose to warn TI through a mechanism other than a warning label or other warning accompanying the shipment, a copy of such warning shall be sent to TI, in advance of shipment. Breach of this provision will entitle TI to all remedies available for breach of this Purchase Order, including without limitation, the right to reject the product and/or terminate the agreement.

除非 TI 已于装运前给予卖方书面同意，卖方在此同意，其未曾在本订单项下提供 TI 或 TI 进口的产品中使用或加入一级消耗臭氧层物质 (ODS) 或加入二级 ODS（相关条款请参阅美国联邦法规第 40 篇第 82 节第 104 条）。若正式授权的 TI 代表已经同意接受含有 ODS 或制造时使用 ODS 的产品，则卖方应在产品上加上警告标签或根据美国联邦法规第 40 篇第 82 节 E 部分的规定，就该产品的使用向 TI 发出有效警告。若卖方选择使用一种机制，而非通过出警告标签或其它随货警告方式对 TI 作出警告，卖方应在装运前将一份该警告的副本发送给 TI。若卖方违反本条款，TI 享有所有就违反本订单而获得救济的权利，包括（但不限于）拒收产品和 / 或终止协议的权利。

### 32. TI Controlled Chemicals and Materials TI 受控化学品及材料

Seller shall comply with the TI Controlled Chemicals and Materials Specification, Number 6453792, which is updated periodically and is located at <http://wpl.ext.ti.com>.

卖方应遵守 TI 《管控化学品及材料规范》（文件号 6453792）。该文件定时更新，所在网址：<http://wpl.ext.ti.com>。

### 33. Conflict Minerals 冲突矿产

Seller will promptly provide information to TI, in the format reasonably requested by TI, to assist TI in meeting its obligations or responding to third-party requests relating conflict minerals, such as gold, tungsten, tin, and tantalum and their derivatives, ("Conflict Minerals") as such minerals are defined pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations as amended periodically or other rules of a similar nature (collectively, the "Conflict Minerals Rules"). The foregoing includes but is not limited to providing TI with information relating to Seller's process for determining the source of any Conflict Minerals supplied to TI or used in Seller's products supplied to TI.

卖方将按 TI 合理要求的格式及时向 TI 提供信息以帮助 TI 履行其义务或回应第三方关于冲突矿产（比如金、钨、锡、钽，及其衍生物）（“冲突矿产”）的要求，有关该矿产的规定请参阅《多德·弗兰克华尔街改革和消费者保护法》第 1502 部分及其实施细则（定期修订）或其它类似性质的规则（统称“冲突矿产规则”）。上述规定包括（但不限于）向 TI 提供关于卖方如何确定供应给 TI 的冲突矿产或用于供应给 TI 产品中的冲突矿产的来源的方法的信息。

Seller further agrees to comply, to the extent applicable to Seller, with the Conflict Minerals Rules and with the then-current TI Conflict Minerals Policy located at <http://wpl.ext.ti.com>. Seller will adopt policies and establish systems to procure conflict minerals from sources that have been third-party verified as conflict free.

卖方同意遵守冲突矿产规则以及当时现行的 TI 《冲突矿产政策》（该政策所在网址为 <http://wpl.ext.ti.com>）。卖方将制定关于从第三方认证为无冲突的货源取得冲突矿产的政策和制度。

### 34. Affordable Care Act 平价医疗法案

Effective as of January 1, 2016, Seller and any contractor, subcontractor, agent or other entity providing personnel performing services under this Purchase Order, shall comply with the Patient Protection and Affordable Care Act of 2010 and its related statutes and regulations (the "ACA") as it pertains to its personnel assigned to TI under this Purchase Order (sometimes referred to herein as "Seller personnel"). In furtherance thereof, Seller shall offer its personnel who earn U.S. source income and have thirty (30) or more hours of service per week for Seller an effective opportunity to enroll or decline health benefit coverage at least once per year. Such coverage shall be "minimum essential coverage" under an "eligible employer-sponsored plan" that provides "minimum value" and is "affordable," as those quoted terms are defined in Internal Revenue Code ("Code") Sections 4980H and 5000A and the accompanying Treasury regulations. Seller agrees only personnel who have been offered such coverage shall be assigned to perform services for TI. Seller further agrees that it will comply with all federal reporting requirements related to Seller personnel assigned to perform services for TI, including filing Forms 1095-C for all such Seller personnel with the Internal Revenue Services and including said Seller personnel in its Form 1094-C.

自 2016 年 1 月 1 日起，卖方及承包商、分包商、代理人或其它提供履行本订单项下服务之人员的实体，应遵守《2010 患者保护与平价医疗法案》及其相关法律法规（“ACA”），因为该法案涉及本订单项下卖方向 TI 派遣的人员（有时在本订单中简称为“卖方人员”）。另外，对于赚取源于美国的收入且每周为卖方服务三十 (30) 小时或以上的卖方人员，卖方应至少每年一次给予其加入（或不加入）健康保险的机会。该保险应为“合格雇主支持计划”项下的“最基本保险”，该计划提供《国内税收法典》第 4980H 和 5000A 部分以及附随的财政部条例中规定的“最低价值”的“付得起”的保险。卖方同意，只有加入上述保险的人员才能派遣为 TI 履行服务。卖方同意遵守与派遣为 TI 履行服务的卖方人员有关的所有联邦报告要求，包括向国内税务局提供有关上述卖方人员的表格 1095-C，并在表格 1094-C 中填入关于上述人员的信息。



The parties understand and agree that Seller, and not TI, will be the common law employer of the personnel Seller employs to provide services to TI. If, despite the Parties' express intent that TI is not the employer of any Seller personnel and should not be deemed the employer of any Seller personnel for any purpose, TI, and not Seller, is deemed by the Internal Revenue Service to be the common law employer of any Seller personnel, the parties intend to rely on the Treas. Reg. Sec. 54.4980H-4(b)(2) safe harbor to credit TI with the offer of health benefit coverage made by Seller. In such a case, TI shall at that time pay to Seller an additional dollar amount for each calendar month in which an individual is enrolled in Seller's health plan and performing services for TI during the relevant time period, so that the fee paid by TI for any individual enrolled in Seller's health plan is higher than the fee TI would have paid for the same individual if that individual did not enroll in Seller's health plan. Seller shall cooperate with TI and provide to TI any and all information, records, and documentation that TI may reasonably require to satisfy reporting requirements, if any, with respect to the health benefit coverage offered to Seller personnel and shall cooperate with TI's efforts to dispute any Section 1411 Certification, as defined in Treas. Reg. Sec. 54.4980H-1(a)(40), that TI may receive with respect to any Seller personnel.

双方同意，卖方（非 TI）是受卖方雇佣为 TI 提供服务之人员的普通法雇主。尽管双方明确同意，TI 并非卖方人员的雇主且在任何情况下不得视为卖方人员的雇主，但如果 TI（非卖方）被国内税务局认定为卖方人员的普通法雇主，则双方同意根据财政部条例第 54.4980H-4(b)(2) 部分的安全港条款，由卖方为 TI 购买健康保险。在此情况下，若每月有人加入卖方健康计划并在相关期间为 TI 履行服务，TI 应在该月向卖方支付额外金额，以便使 TI 向加入卖方健康计划之人员支付的报酬高于 TI 支付给未加入卖方健康计划之人员的报酬。卖方应与 TI 合作，对 TI 为满足与卖方人员健康保险有关的报告要求（若有）而合理需要的信息、档案和文件，卖方应予以提供；卖方应配合 TI 对 TI 收到的与卖方人员有关的财政部条例第 54.4980H-4(b)(2) 部分规定的 1411 部分提供认证。

The foregoing notwithstanding, if the Internal Revenue Service deems TI to be the common law employer of any Seller personnel, if Seller fails to implement the minimum requirements of the ACA, including the minimum value and affordability requirements and other requirements to avoid assessable payments under Code Sections 4980H(a) and (b), or the requirements of this Section, no later than January 1, 2016, Seller's failure to comply shall be considered a material breach of this Purchase Order. In the event of such breach, TI shall have the right to terminate this Purchase Order immediately and seek any and all available remedies from Seller for such breach. Additionally, TI may extend an offer of employment with TI to any Seller personnel or another TI seller may hire the Seller personnel and assign one or more of them to TI. Seller agrees that if TI exercises this right or if another TI seller places former Seller personnel at TI, neither TI nor its alternative seller will be subject to any liability, and Seller hereby waives any claim, related to the solicitation or hiring of Seller personnel.

尽管有上述规定，若国内税务局将 TI 认定为卖方人员的普通法雇主，而卖方未在 2016 年 1 月 1 日前实施 CAC 的最低要求，包括最低价值和付得起的要求及其它要求（以避免法典中 4980H(a) 和 (b) 规定的应税支付），或本条规定的要求，则视为卖方严重违反本订单。如有上述违反本订单的情况，TI 有权立即终止本订单并寻求卖方对该违反行为的所有补救措施。另外，TI 可延长卖方人员在 TI 的雇佣期限，或另一家 TI 的卖方可雇佣在 TI 的原卖方人员，但 TI 和上述另一家卖方均不承担责任，而卖方放弃与劝诱或雇佣卖方人员有关的一切权利。

Without limiting Seller's indemnity obligations under any other provision of this Purchase Order, and to the extent permitted by law, if the Internal Revenue Service deems TI to be the common law employer of any Seller personnel, Seller agrees to indemnify, defend, protect and save TI, its officers, directors, employees, servants, agents, successors and assigns, harmless from and against any and all claims, causes of action, suits, demands, losses, judgments, damages, penalties, taxes, interest, or other amount, fines, liabilities, costs and expenses, (including without limitation reasonable attorneys' fees, consultants' fees, court costs and expenses), arising directly or indirectly out of Seller's failure to comply with the requirements of this Section, including without limitation Seller's failure to offer minimum essential coverage to employees working 30 hours or more per week and assigned to perform services for TI, or its failure to offer coverage that provides minimum value and is affordable. THE PARTIES AGREE THAT SELLER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION WILL NOT BE LIMITED BY ANY LIMITATION OR EXCLUSION OF DAMAGES CONTAINED ELSEWHERE IN THIS PURCHASE ORDER.

在不限制卖方在本订单任何其它条款项下之赔偿责任的前提下，且在法律允许的情况下，若国内税务局认定 TI 为卖方人员的普通法雇主，则卖方同意：若卖方不遵守本条的要求，包括（但不限于）卖方未给每周工作三十 (30) 小时或以上并派遣为 TI 履行服务的雇员购买最基本保险，或卖方未提供最低价值或付得起的保险，而直接或间接导致 TI 及其管理人员、董事、雇员、雇工、代理人、继承人和受人遭受索赔、诉讼原由、起诉、要求、损失、判决、损害、处罚、赋税、利息或其它经济损失、罚款、债务、费用和开支（包括（但不限于）律师费、咨询费、诉讼费及开支），则卖方向上述给方支付赔偿。双方同意，卖方在本条项下的赔偿责任不受本订单中其它各条中关于赔偿责任限制或豁免的限制。

### 35. Reservation of Rights 权利的保留

TI expressly reserves all rights and remedies that are available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code.

TI 明确保留所有在普通法或衡平法上的权益，包括（但不限于）《统一商法典》中规定的权益。

### 36. Waiver 弃权

Any failure of TI to enforce any of the provisions of this Purchase Order at any time, or for any period of time, shall not constitute a waiver of such provisions nor of TI's right to enforce each and every provision.

若在任何时间或时段 TI 未执行本订单的任何条款，其不构成 TI 放弃该条款也不构成 TI 放弃执行每一条款的权利。

### 37. Attachments 附件

Any attachments referenced on the front side of this Purchase Order shall be deemed for all purposes to be an integral part of this Purchase Order. In the event of an irreconcilable conflict between such referenced attachments and the terms stated therein, the terms of such attachments shall control.

本订单前面引用的附件在任何情况下均视为本订单不可分割的部分。若引用的附件与本订单规定的条款之间存在不可调和的冲突，以该附件的条款为准。

### 38. Government Contract Provisions 政府合同条款

If this Purchase Order references a U.S. Government contract or subcontract number, the following clauses of the Federal Acquisition Regulation (FAR) in effect in the prime contract referenced on the front of this Purchase Order are incorporated by reference and will prevail in the event of any inconsistency with the foregoing terms and conditions. Cost Accounting Standards (CAS) requirements are those in effect on the date of subcontract award or final agreement on price, whichever is earlier. It is understood that the term "contracting officer" or "Government" shall mean TI and "contractor" shall mean Seller when applicable. Any reference to a "disputes" clause in any FAR clause incorporated in this Purchase Order is deleted. Any FAR clause, which by its terms is required to be included in a subcontract, is hereby incorporated in this Purchase Order when applicable. Seller shall be entitled to the full benefit of whatever authorization and consent clause is contained in the prime contract referenced on the front of this Purchase Order.

若本订单引用美国政府合同或分包合同号，下列在本订单前面引用的主合同中的《联邦采购条例（FAR）》中的有效条款将因引用而并入；如该联邦采购条例条款与前述条款有不一致之处，则应以联邦采购条例条款为准。成本会计标准（CAS）要求的生效日是指分包合同中标日期或达成最终价格协议日期中的较早者。双方同意，在适用的情况下，术语“签约人员”或“政府”应指 TI，而“承包商”应指卖方。对并入本订单的任何 FAR 条款中的“争议”条款的引用均予删除。任何依其条款而成为分包合同的一部分的 FAR 条款，亦成为本订单的一部分（如适用）。卖方享有与本订单前面引用的主合同中许可条款有关的所有权益。

Gratuities 报酬	52.203-3	Special Tooling 专用工具	52.245-
Covenant Against Contingent Fees 反成功酬金的约定	52.203-5	Special Test Equipment 专用测试设备	52.245-
Restrictions on Subcontractor Sales to the 分包商对……销售的限制	52.203-6	Contractor Inspection Requirements 承包商检验要求	52.246-
Anti-Kickback Procedures 反回扣程序	52.203-7	Inspection of Supplier – Fixed Contract 供应商检查 — 固定合同	52.246-
		Inspection of Supplies - Cost Reimbursement 供应商检查 — 费用补偿	52.246-
			3
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 关于为影响某些联邦交易而进行的支付的认证和披露	52.203-11	Limitation of Liability 责任限制	52.246-23
		Limitation of Liability – High Value Items 责任限制 — 高价值物品	52.246-24
Limitation on Payments to Influence Certain Federal Transactions 关于为影响某些联邦交易而进行的支付的限制	52.203-12	Limitation of Liability – Services 责任限制 — 服务	52.246-25
Security Requirements 安全要求	52.204-2	Preference for U.S. Flag Air Carriers 美国国旗航空运输飞机优先	52.247-63
Material Requirements 材料要求	52.211-5	Preference for Privately Owned U.S. Flag	
Audit and Records - Sealed Bidding 审计与记录 — 密封投标	52.214-26	Vessels 美国国旗私有船只优先	52.247-64
Subcontractor Cost or Pricing Data 分包商成本或价格数据		Value Engineering 价值工程	52.248-1
Modifications - Sealed Bidding 修改 — 密封投标	52.214-28	Termination for Convenience of Government –	

Audit and Records – Negotiation 审计与档案 — 谈判	52.215-2	Fixed Price 因政府便利而终止 — 固定价格	52.249-1 or 2
Price Reduction for Defective Cost or Pricing Data 就缺陷产品降价的成本或价格数据	52.215-11	Termination (Cost Reimbursement) 终止 (成本补偿)	52.249-6
Subcontractor Cost or Pricing Data 分包商成本或价格数据	52.215-12	Default (Fixed-Price Research and Development) 不履约 (固定价格研发)	52.249-9
Subcontractor Cost or Pricing Data – Modifications 分包商成本或价格数据 — 修改	52.215-13		
Integrity of Unit Prices 单价的可信性	52.215-14	DOD SUPPLEMENT DOD 补充	
Utilization of Small Business Concerns 小企业问题的利用	52.219-8	Prohibition on Persons Convicted of Fraud or Other	
Labor Surplus Subcontracting 劳动剩余分包	52.220-4	Defense-Contractor-related Felonies 对 被判有欺诈或其它与国防承包商有关重罪之人的禁令	252.203-
Notice to Government of Labor Disputes 向政府发出的关于劳动争议的通知	52.222-1	Intent to Furnish Precious	
Contracts Work Hours and Safety		Metals as Government - Furnished Material 将贵金属作为政府提供材料而供应的意向	252.208-
Standards Acts - Overtime Compensation 《合同工时与安全标准法案》— 加班补偿	52.222-4	Subcontracting with Firms Owned or Controlled	
Walsh-Healy Public Contracts Act Walsh-Healy 公共合同法案	52.222-20	By Government of a Terrorist Country 与恐怖主义国家政府拥有或控制的公司签订分包合同	252.209-
Prohibition of Segregated Facilities 对隔离设施的禁止	52.222-21	Restriction on Employment of Personnel 人员雇佣的限制	252.222-
Equal Opportunity 公平机会	52.222-26	Safety Precautions for Ammunition and Explosives 关于军火及爆炸物的安全防范	252.223-
Affirmative Action for Workers with Disabilities 残疾工人平权法案	52.222-36	Safeguarding Sensitive, Conventional Arms,	
Employment Reports on Special Disabled		Ammunitions and Explosives 关于敏感、常规武器、军火及爆炸物的安全措施	252.223-
Veterans, Veterans of the Vietnam Era and Eligible Veterans 关于特别残疾老兵、越战时期老兵及合格老兵的雇 佣报告	52.222-37	Duty Free Entry - Qualifying Country End Products and Supplies 免税入关 — 资格认证国最终产品及物料	252.225-
Service Contract Act of 1965, as Amended 1965 年服务合同法案 (修订后)	52.222-41	Preference for Domestic Specialty Metals 国内特殊金属优先	252.225-
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